

**Jean Birmingham Council  
Chambers, City Hall**  
401 South Alamo  
Marshall, TX 75670  
903-935-4421



**Members**  
Amy Ware, District 4 - Mayor  
Risa Jordan-Anderson, District 1  
Leo Morris, District 2  
Dathaniel Campbell, District 3  
Reba Godfrey, District 5  
Amanda Abraham, District 6  
Micah Fenton, District 7

**PLEASE SILENCE ALL DEVICES  
SPECIAL-CALLED CITY COUNCIL MEETING**  
January 29, 2026  
6:00 PM

**1. Call to Order and Roll Call**

**2. Invocation and Pledges**

**3. Presentations & Proclamations**

**4. Citizen Comments**

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.

**5. Items to be Withdrawn From Consent Agenda**

**6. Consent Agenda**

The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations, a copy of which is filed with the minutes of the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.

- A. Consider approval of the minutes from the December 4, 2025, Special-Called City Council Meeting. (City Secretary)
- B. Consider approval of the 2026 interlocal agreement with Marshall Harrison County Health District. (Fire)
- C. Consider approval of the second of four (2 of 4) annual renewals of the contract for the supply and delivery of various chemicals with Brenntag Southwest for the Water Treatment Plant. (Public Works)
- D. Consider approval to authorize the Mayor to approve a Sole Source Procurement of Asphalt from Longview Asphalt, Inc. (Public Works)
- E. Consider approval of a contract with the Harrison County Elections Administrator for the May 2, 2026 Elections. (City Secretary)
- F. Consider Approval of the Appointment of Clayton Allen to the Marshall Downtown Development Corporation Board of Directors

- 7. Consideration of Items Withdrawn From the Consent Agenda**
- 8. Public Hearing & Ordinance**
  - A. Conduct a public hearing to consider an ordinance to rezone 1014 Mahone Street Block 3 of Parcel ID 14718, 0.152000 acres HSE Lot W ½ 6, 7 & 8 Sexton 2<sup>nd</sup> Subdivision from R-2 (Single Family Detached) to R-6 (Duplex, Triplex, Quadplex). (Planning & Development)
- 9. Resolution**
  - A. Consider Approving a Resolution Authorizing the Application for and Acceptance of the 2026 MPD Technology Grant
- 10. Action Items for City Council Consideration**
  - A. Consideration of approval for the Police Department Weapons Purchase Program. (Police)
  - B. Consider Approval of a Three-year Contract with TJD Consulting for the Provision of Grant Writing and Management Services in the amount of \$54,000 per Year in Years 1 and 2; with the Option to Move to a Per Grant Proposal Cost Option in Year 3.
- 11. Discussion and Reports for City Council Consideration and Direction**
  - A. Discussion Concerning Revising the City Council Governance Policy to Expand Section VII Council and Staff Relations, and, if appropriate, Direct the City Attorney to Prepare Such Language for Consideration.
- 12. Executive Session**
  - A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Review proposals received for the management of the recruitment of the new City Manager.
  - B. An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above; concerning Project 2400.
  - C. An Executive Session pursuant to Texas Government Code Sec.551.072 authorizing a governmental body to deliberate in executive session on the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- 13. Action Item Following Executive Session**
  - A. Discussion and Action of an Executive Recruitment Firm for the Marshall City Manager – City Council / City Manager
  - B. Consider approval of an Economic Development Performance Agreement for Project 2400. (Marshall EDC)

- C. Discussion and Action concerning an offer to purchase certain lots owned by the City of Marshall on North Grove St. by East Texas Baptist University pursuant to Texas Government Code §253.014.

**14. Adjournment**

Posted: January 23, 2025  
5:00 PM  
C. Hall

This meeting will be conducted in accordance with the Americans with Disabilities Act. Requests for sign interpretive services will be available with at least 72-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office at 903-935-4446.



TO: City Council  
DATE: January 29, 2026  
ITEM #: 6.A  
SUBJECT: Consider approval of the minutes from the December 4, 2025, Special-Called City Council Meeting. (City Secretary)

**Recommendation for Action:** Motion to approve the minutes from the December 4, 2025, Special-Called City Council Meeting.

**Executive Summary:** Minutes from the December 4, 2025, Special-Called City Council Meeting.

**Focus Area(s):** Improving Communication

**Budget Cost:** N/A

**Staff Contact:** Nikki Smith, City Secretary

**Attachments:** 1. 12.4.25 minutes

Second Floor Conference  
Room, City Hall  
401 South Alamo  
Marshall, TX 75671  
903-935-4421



**Members**  
Amy Ware, District 4 - Mayor  
Risa Jordan-Anderson, District 1  
Leo Morris, District 2  
Dathaniel Campbell, District 3  
Reba Godfrey, District 5  
Amanda Abraham, District 6  
Micah Fenton, District 7

**MINUTES**  
**PLEASE SILENCE ALL DEVICES**  
**SPECIAL-CALLED CITY COUNCIL MEETING**  
December 4, 2025  
9:00 AM

**1. Call to Order and Roll Call**

Mayor Amy Ware called the Special-Called meeting to order in the Council Chambers, City Hall at 09:05 AM.

**PRESENT:**

**Mayor and Council Members:**

Mayor Amy Ware  
Councilmember Leo Morris  
Councilmember Reba Godfrey  
Councilmember Micah Fenton  
Councilmember Risa Jordan-Anderson

**ABSENT:** Councilmember Amanda Abraham **Motion to Excuse: Councilmember Godfrey Second: Councilmember Jordan-Anderson Vote: 4:0**  
Councilmember Dathaniel Campbell

**ADMINISTRATIVE STAFF PRESENT:**

Melissa Vossmer, City Manager  
Nikki Smith, City Secretary  
Randy Pritchard, Support Services Director

**2. Citizen Comments**

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.

There were no citizen comments.

**3. Executive Session**

**Councilmember Godfrey made a motion to convene into Executive Session. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 4:0. The time was 9:07 AM.**

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the process for selecting a new City Manager.

**Councilmember Fenton joined the Executive Session remotely at 9:13 AM.**

**Mayor Ware made a motion to reconvene from the Executive Session.**

**Councilmember Godfrey seconded the motion, which passed by a vote of 5:0.**

**The time was 9:57 AM.**

**4. Action Item Following Executive Session**

- A. Consider action regarding discussion from the executive session.

**Mayor Ware made a motion to direct the HR Director, Christol Hall, to begin the RFP process for the City Manager position search. Councilmember Morris seconded the motion, which passed by a vote of 5:0.**

**5. Adjournment**

**Councilmember Godfrey made a motion to adjourn. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 5:0.**

APPROVED:

\_\_\_\_\_  
Mayor of the City Council  
of the City of Marshall, Texas

ATTEST:

\_\_\_\_\_  
City Secretary



TO: City Council  
DATE: January 29, 2026  
ITEM #: 6.B  
SUBJECT: Consider approval of the 2026 interlocal agreement with Marshall Harrison County Health District. (Fire)

**Recommendation for Action:** Staff recommends Council approve the attached 2026 interlocal agreement with Marshall Harrison County Health District.

**Executive Summary:** The proposed interlocal agreement for 2026 aims to formalize the collaboration between the City of Marshall and Marshall Harrison County Health District, ensuring the continuation and enhancement of essential public health services.

**Focus Area(s):** Improving Customer Service

**Budget Cost:** \$68,940 Annual, to be paid in 12 monthly installments of \$5,745

**Staff Contact:** David Rainwater, Fire Chief

**Attachments:**

1. Interlocal Agreement City of Marshall FY26 Marshall Harrison County Health District

**INTERLOCAL AGREEMENT  
REGARDING  
MARSHALL-HARRISON COUNTY HEALTH DISTRICT**

**THE STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS:  
CITY OF MARSHALL**

This Agreement is made and entered into on this 29 day of January, 2026, by and between City Of Marshall, Texas (hereinafter referred to as the “CITY”) and Marshall-Harrison County Health District (hereinafter referred to as the “DISTRICT”). The effective date of this Agreement shall be January 1, 2026 and shall terminate on December 31, 2026.

WHEREAS, the DISTRICT is a Public Health District established by the CITY and Harrison County (hereinafter sometimes collectively referred to as the “MEMBERS”) pursuant to the Local Public Health Reorganization Act, Tex. Health & Safety Code Ann.§ 121.001 et seq. (hereinafter referred to as the ACT); and,

WHEREAS, the MEMBERS of the DISTRICT have previously entered into a Cooperative Agreement as required by the ACT; and,

WHEREAS, by the execution of this Agreement, the MEMBERS wish to accomplish certain modifications of the Cooperative Agreement and to address issues relating to functions being carried out for third parties by the DISTRICT as an independent contractor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, CITY and DISTRICT agree as follows:

1. The CITY shall continue to provide funding to the DISTRICT on an annual basis consistent with the budgeted funds available for such purposes. The MEMBERS shall provide such funds as they deem, in their sole discretion, to be necessary and appropriate for carrying out the public health responsibilities of the MEMBERS. The amount of funding to be paid by the City for the year 2026 is \$68,940.00, which shall be paid in monthly installments of \$5,745.00. The funds provided by the MEMBERS shall be used to pay the cost for staff salaries, trainings, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance to the extent that such costs are incurred in connection with the provision of public health functions authorized to be carried out by the MEMBERS.
2. Any person employed by the DISTRICT shall be considered an employee of the DISTRICT and shall not be an employee of the CITY. The DISTRICT shall pay any employee benefits and shall obtain workers’ compensation insurance coverage, naming the CITY as co-insured.
3. The DISTRICT has the right to sue and be sued and may retain its own legal counsel. The DISTRICT may contract with attorneys who are retained or employed by the CITY to the extent that such employment does not create a conflict of interest that would require counsel to be disqualified from representing the CITY.
4. The DISTRICT shall have the right, as an independent contractor, to contract with third parties for the provision of health services outside the scope of the services provided by the DISTRICT on behalf of the MEMBERS. To the extent that the DISTRICT engages in such activities, the DISTRICT shall obtain a contractual agreement with such third parties limiting the DISTRICT’s tort and contractual liability to the consideration paid by the third party otherwise indemnifying the DISTRICT and the MEMBERS from any and all claims which may arise out of the services provided to such third parties.

5. As per the Local Public Health Reorganization Act, Tex. Health & Safety Code Ann. §121.006, the DISTRICT shall have the right to adopt ordinances or rules to charge fees for public health services. As such, the control of such fees will be at the discretion of the DISTRICT and in accordance with State guidelines.
  
6. The DISTRICT shall maintain the following insurance coverages for the duration of this Agreement:
  - a. Workers' Compensation and Employers Liability Insurance, as required by law;
  - b. Commercial General Liability:
    1. Bodily Injury and Property Damage \$1,000,000 each occurrence
    2. Combined \$1,000,000 aggregate
  - c. Public Officials and Employee Liability Insurance \$500,000 limit of liability.
  
7. The CITY is to be included as additional insured on all liability policies. The DISTRICT shall provide the MEMBERS with a Certificate of Insurance evidence compliance with the requirements of Paragraph 6.
  
8. When insurance is provided, Certificates of Insurance are to be issued to the MEMBERS and shall include the following information:
  - a. Name of insurance company providing coverages and policy numbers;
  - b. Type and limits of coverage;
  - c. Policy period (includes effective and expiration dates);
  - d. Statement in Remarks Section of Certificate, if not otherwise provided for on Certificate, that general liability assumed by the insured in contracts with the other party;
  - e. A statement guaranteeing thirty (30) days notice, if policies are canceled or significantly changed before the expiration date;
  - f. Name, address and telephone number of the insurance agent, broker or company and signature of authorized representative; and,
  - g. Description of operations, locations, vehicles, restrictions, special items and remarks.
  
9. The DISTRICT may own and acquire real and/or personal property to the extent permitted by the ACT; however, the MEMBERS shall have the right and privilege to perform and conduct audits of the funds received and disbursed by the DISTRICT.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, at Marshall, Harrison County, Texas.

**CITY OF MARSHALL, TEXAS**

By: \_\_\_\_\_  
Melissa Vossmer, City Manager

Attest: \_\_\_\_\_  
Nikki Smith, City Secretary

**MARSHALL-HARRISON COUNTY HEALTH DISTRICT**

By: \_\_\_\_\_  
Jennifer Hancock, RN, Executive Director

**THE STATE OF TEXAS**

**CITY OF MARSHALL**

BEFORE ME, the undersigned authority, on this day personally appeared **Melissa Vossmer**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on behalf of **CITY OF MARSHALL, TEXAS**, a political subdivision of the State of Texas, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**THE STATE OF TEXAS**

**CITY OF MARSHALL**

BEFORE ME, the undersigned authority, on this day personally appeared **Jennifer Hancock, RN, Executive Director**, is known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on behalf of **MARSHALL-HARRISON COUNTY HEALTH DISTRICT**, a public health district, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas



TO: City Council  
DATE: January 29, 2026  
ITEM #: 6.C  
SUBJECT: Consider approval of the second of four (2 of 4) annual renewals of the contract for the supply and delivery of various chemicals with Brenntag Southwest for the Water Treatment Plant. (Public Works)

**Recommendation for Action:** Motion to approve the renewal of an existing contract with Brenntag Southwest for the supply and delivery of various chemicals for Water Treatment.

**Executive Summary:**

This item is for the renewal of an existing contract with Brenntag Southwest for the supply and delivery of various chemicals used in water treatment operations. Bids were originally solicited in October 2023 and the contract awarded to Brenntag Southwest on November 9, 2023 for FY 2024, with Fiscal Year 2025 being the first of four available renewal options.

Upon approval, the City will be authorized to continue purchasing water treatment chemicals from Brenntag Southwest for the 2026 Fiscal Year.

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:**

\$655,665.00

**Staff Contact:** Douglas Box, Interim Director of Public Works

- Attachments:**
1. BRENNTAG BID RENEWAL
  2. Chlorine, Caustic & Coagulant - Intent to Renew 012326

# BID TABULATION

City Project: 2024 Various Chemicals for Surface Water Treatment  
 City Project Number: 2024-WSU-001  
 Bid Opening Time\Date: October 25, 2023 @ 3:00pm

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	2025 Renewal				2026 Renewal	
				Brenntag Southwest Houston, TX		Brenntag Southwest Houston, TX		Brenntag Southwest Houston, TX	
				UNIT PRICE BID	EXTENDED TOTAL	UNIT PRICE BID	EXTENDED TOTAL	UNIT PRICE BID	EXTENDED TOTAL
A	Liquid Chlorine	60	TONS	\$2,495.00	\$149,700.00	\$2,495.00	\$149,700.00	\$2,495.00	\$149,700.00
B	Liquid Caustic Soda	250	TONS	\$980.00	\$245,000.00	\$980.00	\$245,000.00	\$980.00	\$245,000.00
C	Coagulant (OACL/ACH)	670,000	POUNDS	0.3195	\$214,065.00	0.3395	\$227,465.00	0.3895	\$260,965.00
<b>Total Annual Cost:</b>					<b>\$608,765.00</b>		<b>\$622,165.00</b>		<b>\$655,665.00</b>

Brenntag Southwest, LLC • 704 E Wintergreen Rd • Lancaster • Texas • 75134

City of Marshall  
 PO Box 698  
 Marshall, Texas 75671

Gayle Tullier  
 Municipal Bid Coordinator  
 Cell: 225 802 1389  
[gayle.tullier@brenntag.com](mailto:gayle.tullier@brenntag.com)

January 23, 2026

**Intent to Renew Contract for Various Chemicals for Surface Water Treatment – City Project Number 2024-WSU-001**

Dear Mr. Owen:

Brenntag Southwest, Inc. wishes to extend the current Contract for Various Chemicals for Surface Water Treatment with the City of Marshall. Brenntag would like to extend the original contract for a twelve (12) month period at the following prices:

Item No.	Description	Quantity	Units	Price
A	Liquid Chlorine	60	Tons	\$2,495.00/Ton
B	Liquid Caustic Soda	250	Tons	\$980.00/Dry Ton
C	Coagulant (PACL/ACH)	670,000	Pounds	\$0.3895/lb

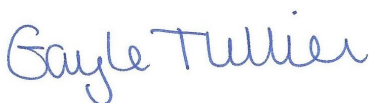
Liquid Chlorine and Liquid Caustic Soda pricing will remain the same for 2026; however, due to tariffs on aluminum and increases in Sulfuric Acid there were 4 increases in 2025 totaling \$0.07/lb but we will only increase the City’s pricing \$0.05/lb for the 2026 Fiscal Year. All other terms and conditions of the original contract will remain in effect for the duration of the contract extension.

The resulting contract extension term will be effective from January 1, 2026 through December 31, 2026.

Should you require any additional information, please contact me by telephone at (225) 802-1389 or by email at [gayle.tullier@brenntag.com](mailto:gayle.tullier@brenntag.com).

Brenntag Southwest, Inc. looks forward to continuing our relationship with the City of Marshall.

With best regards,



Gayle Tullier



TO: City Council  
DATE: January 29, 2026  
ITEM #: 6.D  
SUBJECT: Consider approval to authorize the Mayor to approve a Sole Source Procurement of Asphalt from Longview Asphalt, Inc. (Public Works)

**Recommendation for Action:** Motion to approve Longview Asphalt, Inc. as Sole Source Provider for Purchase of Asphalt.

**Executive Summary: Sole Source Justification**

**Vendor:** Longview Asphalt, Inc.

**Product/Service:** Hot Mix Asphalt

**Department:** Public Works

**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT.**

The Public Works Department is requesting to purchase Hot Mix Asphalt from Longview Asphalt, Inc. as a sole source procurement. This request is based on the critical time and temperature requirements associated with the delivery and application of hot mix asphalt and the proximity of the vendor to our work sites.

**1. Nature of the Product and Service:**

Hot mix asphalt is a temperature-sensitive material that must be maintained at a specific temperature range (typically between 275°F and 300°F) from the point of production to the point of placement. If the temperature drops below acceptable levels during transport or storage, the material becomes unusable, resulting in compromised pavement quality and significant waste of city resources.

**2. Justification for Sole Source:**

- **Proximity and Delivery Time:** Longview Asphalt, Inc. is the nearest available asphalt plant that can reliably supply hot mix asphalt to the City of Marshall within the critical delivery window required to maintain the proper application temperature.
- **Temperature Retention and Project Integrity:** The short travel time from Longview Asphalt's plant to the City of Marshall ensures that the hot mix remains within the required temperature range upon arrival. This minimizes material waste, reduces the risk of premature pavement failure, and ensures compliance with established quality control standards for road repairs and maintenance.
- **Operational Efficiency:** Using a supplier located farther away would require additional logistical coordination, longer wait times at the job site, increased fuel and labor costs, and reduced daily productivity. Longview Asphalt's location allows for more efficient use of city personnel and equipment, reducing project timelines and overall costs.

**Conclusion:** Given the critical time and temperature constraints for hot mix asphalt and the proximity of Longview Asphalt, Inc. to the City of Marshall, no other vendor can provide the required material within the necessary specifications and delivery timeframe. Therefore,

Longview Asphalt, Inc. is the only known source capable of meeting the city's requirements without compromising project quality or efficiency.

**Focus Area(s)**: This item aligns with the following council adopted focus area(s): Improve Infrastructure - technology, water, wastewater, streets and drainage.

**Budget Cost**: Up to \$130,000

**Staff Contact**: Douglas Box, Interim Director of Public Works

**Attachments**:        1.    City of Marshall\_2026 Longview Asphalt Price Sheet

January 23,2026

Re: City of Marshall

Cory Owen  
Assistant Director of Public Works  
401 S. Alamo Blvd.  
Marshall, Tx 75671

Dear Mr. Owen:

Longview Asphalt, Inc. is pleased to submit the following pricing for the 2026 maintenance materials for the City of Marshall:

Hot Mix – FOB LAI Plant @ Marshall	\$115.00/ton
Cold Mix – FOB LAI Plant @ Longview	\$107.00/ton
Oil Sand – FOB LAI Plant @ Longview	\$95.00/ton
Limestone Base – FOB LAI Plant @ Marshall	\$45.50/ton

The above unit prices are subject to change with a 30-day written notice form Longview Asphalt. This is due to the instability of the liquid asphalt prices and our inability to secure firm quotes for liquid asphalt for the year 2026.

Sincerely

Longview Asphalt, Inc.

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Eddie Updike



TO: City Council  
DATE: January 29, 2026  
ITEM #: 6.E  
SUBJECT: Consider approval of a contract with the Harrison County Elections Administrator for the May 2, 2026 Elections. (City Secretary)

**Recommendation for Action:** Requesting approval of a contract with the Harrison County Elections Administrator for the May 2, 2026 elections.

**Executive Summary:** Attached is the contract prepared by Donald Robinette, Harrison County Elections Administrator for the following May 2, 2026, City of Marshall elections:

- City Councilmembers General Election for Districts 5, 6, and 7

If Marshall ISD has no opposing candidates and cancels their May 2nd election, sole (versus joint) contract costs will apply.

**Focus Area(s):** Improving Customer Service

**Budget Cost:** \$10,210.46

**Staff Contact:** Nikki Smith, City Secretary

**Attachments:** 1. Election Contract with Harrison County

HARRISON COUNTY ELECTIONS OFFICE

415 East Burleson, Marshall TX 75672 (P.O. Box 8409, Marshall, TX 75671)

Phone 903-935-4822

CONTRACT FOR THE PURPOSE OF CONDUCTING AN ELECTION

This contract is made this 15th day of January 2026 between the City of Texas, hereinafter called THE CITY, acting by and through Nikki Smith City Secretary and Donald Robinette, Elections Administrator of Harrison County, Texas, hereinafter called the CONTRACTING OFFICER, pursuant to Texas Election Code sec.31.092 for the conducting and supervision of the:

Election for City council Members for City Districts 5 and 6 and 7

To be held on Saturday May 2nd, 2026

This contract is entered into in consideration of the mutual covenants and agreements hereinafter set out. It is agreed as follows:

- I. The contracting Officer, in connection with holding of said elections, shall assume the following responsibilities:
  - a. Appoint or shall be allowed to delegate the positions of Early Voting Clerk, Central Counting Station Manager, Tabulation Supervisor and Assistant Tabulation Supervisor, as provided for in Texas Election Code, Section 31.094 and 31.095.
  - b. The Harrison County Elections Office shall take responsibility for processing Early Voting Ballot by Mail requests.
  - c. Procure and distribute election supplies, including the preparation of election kits and the printing and distribution of ballots for both Early Voting and Election Day.
  - d. Procure, arrange for the programming and distribution of all election equipment. This includes the use of HAVA mandated electronic equipment purchased from HART Inter Civic. The new equipment is the HART VERITY DUO system, allowing for both paper and electronic voting.
  - e. Arrange for the publication of a notice for the date, time and place of the Public Logic and Accuracy Test of the election equipment, and oversee said test.
  - f. Post notice of the date, time and place of a school of instruction for election judges and clerks, and conduct said school of instruction.
  - g. Arrange for the programming and testing materials to be used to test the voting equipment.
  - h. Arrange for the handling and distribution of election returns, preparation of the tabulation for the official canvass, and will if needed, arrange for the manual validation as required in the Texas Election Code, Section 127.201.
  - i. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third-parties for election services and supplies. The cost of such third-party services is to be the responsibility of the City.

- j. Arrange for the programming of the voting system based on the information provided by the City. This information shall include the correct spelling of all candidates' names, the office sought, order of names on the ballot and the English and Spanish translation of the office. The City shall pay for the cost of such programming.
  - k. Provide sufficient time for the City to review the ballot before it is finalized.
  - l. Arrange for the counting of votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.
  - m. Submit precinct by precinct reports to the Texas Secretary of State's office of all election returns for said election. If the election is not a precinct based election, then will submit whatever appropriate records are created to the SOS.
  - n. After completion of the unofficial tabulation of (precinct) results, the Harrison County Elections Office shall distribute the election records to the City, except for those records that must be distributed to the Voter Registrar, in accordance with Section 66.051 of the Texas Election Code. The Harrison County Elections Office is hereby appointed the custodian of ballots cast on the HART Verity Duo voting system consisting of the backup, and preservation of records in accordance with Chapter 66 of the Texas Election Code and other applicable law. The HCEO shall also maintain custody of the records pertaining to the operation of the HART Verity Duo voting system. Said records and election documents will be destroyed after the retention period of 22 months from Election Day, which is mandated by Texas Election Law unless the City notifies the HCEO in writing of their desire to collect said election records and or documents. This written notice must be received by the HCEO no later than five business days before the date to destroy said records and or documents.
  - o. The Contracting Officer shall tabulate the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code, supervise the handling and distribution of election returns, voted ballots, all other paperwork, tabulate unofficial returns, assist in preparing the tabulation for the official canvass and certify the election results for the representatives of the City.
- II. The CITY, in connection with holding the Council Member elections and Special Tax Renewal Election to be held on **Saturday May 2nd, 2026** shall assume the following responsibilities and shall directly bear any attendant costs for the same:
- a. Approve the appointment of the Election Day Judges and Clerks, as well as the Early Voting Ballot Board and Central Counting Station Judges and Clerks to be used in said elections.
  - b. Shall pay for any and all expenses involved with Early Voting Ballot by Mail requests for said elections.
  - c. The use of HCEO Poll pads and MIFI/cellular equipment to qualify voters by personal appearance during Early Voting and on Election Day.
  - d. The use of HCEO Hart Verity Duo voting equipment to process and tally all voted ballots for said elections.
  - e. Preparation of all election orders, resolutions, notices and other pertinent documents for adoption or execution.
  - f. Posting or publication of election notices.
  - g. The printing costs of any and all related materials for all ballots, whether for Early Voting or for Election Day voting. Also costs of election kits.

- h. In the event of equipment failure, the City will share in the expense for the necessary personnel for the purpose of hand counting all ballots cast in said election.
- i. Pay an administrative fee not to exceed ten percent of the total amount of the contract to the HCEO, said payment to be deposited to the special Election Contracts Fund of Harrison County.
- j. Take all action necessary under law for calling the election, canvassing the returns and declaring the results.
- k. Deliver to the HCEO as soon as possible, but not later than the 45<sup>th</sup> day before the election, the candidates that are to be printed on the ballot with the exact form, wording, spelling and Spanish translation that is to be used on the official ballot.
- l. Provide the services necessary to translate any election documents into Spanish.
- m. Pay the cost of conducting said elections within thirty days from the date of billing. The cost will be determined by the actual cost schedule submitted with billing.

### III. GENERAL CONDITIONS

- a. A total of one Early Voting location, for the purpose of Early Voting by personal appearance on the City ballot initiatives, will be used for this/these elections:

The Harrison County Elections Office, 415 East Burseson, Marshall TX 75672

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**April 20-24 from 8:00 to 5:00 and April 27th-28th from 7:00 to 7:00.**

- b. A total of one Election Day voting location for voting by personal appearance on the City initiatives on **Saturday May 2nd 2026**  
Marshall Convention Center from 7:00 AM to 7:00PM.
- c. The City agrees to save and hold harmless the HCEO Administrator and the Harrison County Elections Office from any and all claims made arising out of the failure or omission of the City to perform their obligations under this contract.
- d. The HCEO Administrator and the HCEO agrees to save and hold harmless the City from any and all claims made arising out of the failure or omission of the Administrator or the County Elections Office to perform their obligations under this contract.
- e. Should a lawsuit be filed as a result of this election, The City agrees to provide (including the authority to select) and pay the legal fees and any associated costs of a defense by competent legal counsel and representation for the Harrison County Elections Administrator and Harrison County Elections Office personnel. Nothing in this agreement shall be construed as a waiver of any immunity or defense to which the City is entitled under statutory, constitutional or common law.
- f. In the event of a recount, the City agrees to pay any expenses incurred by the Elections Office not covered by the charges assessed to that person requesting the recount. This would include, but not be limited to, the overtime of any county personnel required to work beyond their regular office hours in order to conduct said recount of this election.
- g. Force Majeure Clause: Unless otherwise agreed in the contract between the parties, where a party fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party establishes that (a) it's

failure to perform was caused by an impediment beyond its reasonable control and (b) that it could not reasonably have avoided or overcome the effects of the impediment. This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the event and takes all reasonable steps to minimize damages and resume performance.

One of more of the following impediments would invoke this clause: war, armed conflicts or the serious threat thereof, hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil

disobedience, act of terrorism, sabotage or piracy;

Plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;

Act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought;

Explosion, fire destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event").

- h. The Harrison County Elections Office will take the necessary precautions toward protecting the public by means of sanitizing, providing sneeze shields, PPE for workers, and a limited amount of PPE for the public, provided that CDC guidelines are still in place at the time of the election.
- IV. The Contracting Officer shall keep the original signed contract onsite at the Elections Office and will file copies with the County Treasurer and Auditor. The City shall maintain a copy of the contract at its central office.
- V. *Damage to Voting Equipment:* The City recognizes and acknowledges responsibility for any actual expenses for repairs and or replacement for any damage or loss of equipment that occurs while the equipment is onsite for this/these elections and that is not covered under the warranty by HART Inter Civic.
- VI. The City acknowledges that the following local political subdivisions located wholly or partly within Harrison County will be holding an election at the same time as the City on the 4th of May 2024, unless one or more of such local political subdivisions cancels its election in accordance with Section 2.053 of the TEC: Marshall ISD
- VII. The City does hereby agree to hold a Joint Election under Section 271.002 of the TEC with the other local political subdivision listed above to the extent possible, that is also holding an election on the 4<sup>th</sup> of May 2024 in all or part of the same territory and to execute with such other local political subdivision a Joint Election Agreement. In the event of such a Joint Election, the City does hereby agree to share in the expenses **common to all contracting parties**. It is also

Agreed that both parties/cities/entities consent to use the same early voting location and the services of the election clerks assigned. If separate cities, (polling places), then

The Contracting Officer agrees to charge only once for the use of voting equipment at a shared polling location. Charges will be divided proportionally based upon the number of voters who turn out to vote at the shared location, especially for early voting, (Election Day may necessitate separate polling locations, not shared.)

VIII. If one school/entity cancels its election pursuant to section 2.053 of the TEC, the other school/entity shall not be responsible for any expenses involved with or incurred by the other school/entity. If one cancels, the other is still responsible for any and all expenses involved with the holding of their election.

IX. THIS CONTRACT IS MADE AND PERFORMED IN HARRISON COUNTY TEXAS.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

MAYOR \_\_\_\_\_

Secretary \_\_\_\_\_

EA \_\_\_\_\_

Seal of the Harrison County Elections Office, Donald Robinette, Administrator

HARRISON COUNTY ELECTIONS OFFICE

P.O. BOX 8409

MARSHALL, TX 75671

Hello,

As always, I appreciate the opportunity to conduct your local election!

My staff and I work diligently to bring you a clean and efficient election.

We shall continue to strive for excellence in our work!

Due to unforeseen circumstances at the time of my budget preparation and submission to the commissioner's court, I am asking a favor of you.

Once it is determined that you will be holding an election, please go ahead at that time and send our office a check for 50% of the estimated costs of doing your election. Hopefully that will be within 4 to 2 weeks of the election day. That is 30 to 14 days before.

Any remaining costs will be invoiced to you after the election, and you will still have 30 days from receipt of our invoice before needing to pay the rest.

If this is doable for you, I sure appreciate it.

If no one runs for office and there is no election to be held then there will be no charge to you. My preparation work is free in that case, regardless of how many hours are spent preparing.

Thank You for your kind consideration!



Donald Robinette, EA

Estimate of Costs to Conduct this Election:				
			SOLE	JOINT
Ballot Production Services			\$500.00	\$250.00
Shipping ballot paper			\$50.00	\$25.00
Configuration and Testing			\$200.00	\$100.00
Poll book Programming Testing			\$200.00	\$100.00
Ballot by Mail, 100 @ \$3. each			\$300.00	\$150.00
MNM publish Logic Accuracy Test			\$125.00	\$62.50
Election kit supplies			\$55.00	\$27.50
Rental of Poll Books			\$400.00	\$200.00
Rental of Voting Machines:				
EV 1 controller 1 scanner 7 duo			\$900.00	\$450.00
ED 1 controller 1 scanner 5 duo			\$700.00	\$350.00
MIFI/Cellular connections			\$150.00	\$75.00
Transportation of equipment			\$50.00	\$25.00
EARLY voting clerks:				
Four at \$10.00 per hour: 50 hrs week 1			\$2,200.00	\$1,100.00
Week two, 2 days at 14 hours			\$1,120.00	\$560.00
Election Day Workers: 1 judge, 1 alternate, 2 clerks	J		\$168.00	\$84.00
Judge at \$12.00 Alternate at \$11. clerks at \$10.00	A		\$154.00	\$77.00
based on 14 hour day	C		\$280.00	\$140.00
Early Voting Ballot Board up to 5 members 8 hrs each	J		\$96.00	\$48.00
Judge at \$12.00 Alternate at \$11. clerks at \$10.00	A		\$88.00	\$44.00
	C		\$240.00	\$120.00
Late & Provisional Ballot Board up to 3 members 4 hours each			\$132.00	\$66.00
Overtime of Election Staff, based on 16 hour Election Day				
employee at \$26.60 OT rate			\$425.60	\$212.80
employee at \$23.81 OT rate			\$380.96	\$190.48
employee at \$22.98 OT rate			\$367.68	\$183.84
Sub-Total			\$9,282.24	\$4,641.12
10% Administrative Fee			\$928.22	\$464.11
Grand Total			\$10,210.46	\$5,105.23



TO: City Council  
DATE: January 29, 2026  
ITEM #: 6.F  
SUBJECT: Consider Approval of the Appointment of Clayton Allen to the Marshall Downtown Development Corporation Board of Directors

**Recommendation for Action:** Staff recommends appointing Clayton Allen to the Marshall Downtown Development Corporation Board of Directors.

**Executive Summary:**

The Marshall Downtown Development Corporation (MDDC) promotes and supports the development, growth, and economic vitality of Downtown Marshall. Board members serve three-year terms and may serve up to two consecutive full terms.

The MDDC currently consists of six members: Glenn Bickerdike, George Carter, Jim Davis, Dinora Harris, Garrett Hill, and Scott McCurdy, with one vacant position. Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives, serves as staff liaison to the board.

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:** None.

**Staff Contact:** Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives

**Attachments:** None



TO: City Council  
DATE: January 29, 2026  
ITEM #: 8.A  
SUBJECT: Conduct a public hearing to consider an ordinance to rezone 1014 Mahone Street Block 3 of Parcel ID 14718, 0.152000 acres HSE Lot W ½ 6, 7 & 8 Sexton 2<sup>nd</sup> Subdivision from R-2 (Single Family Detached) to R-6 (Duplex, Triplex, Quadplex). (Planning & Development)

**Recommendation for Action:** Following the public hearing, consider an ordinance to rezone 1014 Mahone Street Block 3 of Parcel ID 14718, 0.152000 acres HSE Lot W ½ 6, 7 & 8 Sexton 2<sup>nd</sup> Subdivision from R-2 (Single Family Detached) to R-6 (Duplex, Triplex, Quadplex).

**Executive Summary:** Please see attached documents.

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:**

**Staff Contact:** Tom Forrest, Interim Planning & Development Services Director

**Attachments:**

1. 1014 Mahone Council Agenda\_
2. Response Letter - 1014 Mahone
3. Zoning Ordinance - Agenda Item Info - 1.29.2026



# P&Z Agenda Information Sheet

January 12, 2025

A. Z-26-01: Conduct a public hearing to consider an application to rezone 1014 Mahone St., Block 3 of Parcel ID 14718, 0.152000 acres HSE Lot W 1/2 6, 7 & 8 Sexton 2<sup>nd</sup> Subdivision from R-2 (Single Family) to R-6 (Duplex).

Applicant:	KIONTANIQUE HAMMOND 6331 LUMLEY RD MESQUITE Tx 75670
Property Owner	KIONTANIQUE HAMMOND 6331 LUMLEY RD MESQUITE Tx 75670

**Location Map:**

**Property Information**

- Property ID: R14718
- Legal Acreage: 0.152000
- GEO ID: 04870.00270.00000.000000
- Legal Description: HSE
- Tract or Lot: W 1/2 6,7,&8
- Abstract Subdivision Code: SEXTON 2ND
- Block: 3
- Neighborhood Code:
- School District: 36

**Existing Condition & Summary of Request:**

The applicant is requesting approval of a zoning change to allow for duplex, triplex & quadruplex. This is in an area that is R-2 Residential (Single Family). Property currently has an existing structure. Property is zoned R-2 (Single Family Residential) as is all of the adjacent properties.





**Comprehensive Plan and Future Land Use Map Analysis:** The Future Land Use map identifies this property as Single Family. The request is not consistent with the Future Land Use Map. However, given the types of development that has occurred in the area, duplex (R-6) is compatible in the area. Single Family and duplex is compatible.



**Reccomendation:**

1. Staff recommended approval of this request to change from R-2 to R-6 given that current zoning requires R-6 for a duplex, with the understanding that should anything happen to the planned duplex, the property, the zoning, allowing triplexes and quadraplexes would remain.
2. The Planning and Zoning Commission unanimously denied the request to rezone.



**CASE NUMBER/NAME:** Z-26-1/1014 Mahone

Planning and Zoning Commission  
City of Marshall  
P.O. Box 698  
Marshall, TX 75671  
(903) 935-4407

Dear Commissioners:  
Find listed below my opinion on the above referenced application which is scheduled for public hearing before the Planning and Zoning Commission on **MONDAY, 1/12/26** at 6:00 p.m. and before the City Council on **THURSDAY, 1/22/26** at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

I am **FOR** this Zone Change \_\_\_\_\_ I am **AGAINST** this Zone Change ✓

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NINA S. HODGE

Name (Please print)

Nina Hodge

Signature

106 Nolan

Mailing Address

Marshall, Texas

Phone #

903-930-4576

1-12-26

Date

ORDINANCE NO \_\_\_\_\_

An Ordinance Amending Ordinance No. 0-87-13 to rezone 1014 Mahone Street, Block 3 of Parcel ID 14718, 0.152000 acres HSE Lot W ½ 6, 7 & 8 Sexton 2<sup>nd</sup> Subdivision from R-2 (Single Family) to R-6 (Duplex, Triplex & Quadraplex).

WHEREAS, the City of Marshall enacted zoning on December 13, 1951 and amended said ordinance on July 7, 1963 and on March 26, 1987 repealed and replaced all ordinance with Ordinance No. 0-87-13 amending the Code of Ordinances of the City of Marshall to add Chapter 32 regarding Zoning; and

WHEREAS, a Zoning District Map was adopted as a part of Ordinance No. 0-87-13; and

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances established a procedure for a property owner, his

WHEREAS, the Planning & Zoning Commission, after due and proper notice in the manner and for the length of time required by law, held a public hearing in Marshall, Texas at City Hall on the 12<sup>th</sup> day of January, 2025 at 6:00pm the for the purpose of considering proposed changes to the Zoning District Map; and

WHEREAS, after the close of said public hearing and pursuant thereto, the Planning & Zoning Commission filed a written report with the City Council, relative to changes in the Zoning District Map; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council held a public hearing in Marshall, Texas at City Hall on the 15<sup>th</sup> day of January, 2026 at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

WHEREAS, the City Council, after considering the proposed changes and after hearing all parties and citizens desiring to be heard, deems that the following changes are necessary and for the best interest of the general welfare of the citizens of the City of Marshall, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS THAT:

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. THAT THE ZONING MAP ESTABLISHED BY ORDINANCE NO. O87-13 IS HEREBY AMENDED TO REZONE 1014 MAHONE STREET, BLOCK 3 OF PARCEL ID 14718, 0.152000 ACRES HSE LOT W ½ 6, 7 & 8 SEXTON 2<sup>ND</sup> SUBDIVISION FROM R-2 (SINGLE FAMILY) TO R-6 (DUPLEX, TRIPLEX & QUADRAPLEX).

Section 3. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED on the \_\_\_\_\_ day of January, 2026

AYES: \_\_\_\_

NOES: \_\_\_\_

ABSTAINED: \_\_\_\_

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MAYOR OF THE CITY  
COUNCIL OF THE CITY OF  
MARSHALL, TEXAS

ATTEST:

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CITY SECRETARY



TO: City Council  
DATE: January 29, 2026  
ITEM #: 9.A  
SUBJECT: Consider Approving a Resolution Authorizing the Application for and Acceptance of the 2026 MPD Technology Grant

**Recommendation for Action:** It is recommended that the City Council adopt the resolution authorizing the submission of the 2027 Marshall Police Department Technology Grant application and, if awarded, authorize the City Manager or designee to execute all necessary documents related to the grant.

**Executive Summary:**

The Marshall Police Department is requesting City Council approval of a resolution authorizing the submission of the 2027 MPD Technology Grant application. This grant opportunity is intended to provide funding for critical technology enhancements that support law enforcement operations, officer safety, and effective service delivery to the community.

Approval of this resolution allows the Police Department to pursue external funding to modernize and expand technological capabilities without placing additional strain on the City's General Fund. The proposed grant aligns with the Department's ongoing efforts to improve operational efficiency, enhance situational awareness, and ensure personnel have access to reliable, mission-critical tools necessary to meet the evolving demands of public safety.

If awarded, grant funds would be utilized in accordance with all applicable grant requirements and City policies. Adoption of this resolution positions the City of Marshall to remain proactive, fiscally responsible, and forward-thinking in its approach to public safety technology investments.

**Focus Area(s):** This item aligns with the following council adopted focus area(s): Improve Customer Service, Improve Communications, and Invest in our workforce

**Budget Cost:**

The 2027 MPD Technology Grant is intended to offset the cost of acquiring and implementing technology that enhances law enforcement operations, officer safety, and service delivery. Grant funds, if awarded, will be used exclusively for eligible technology-related expenditures in accordance with grant guidelines and applicable City policies.

The proposed project is structured to maximize the use of grant funding while minimizing or eliminating impact to the City's General Fund. No ongoing personnel costs are anticipated as part of this request. Any required maintenance, licensing, or support costs associated with the technology will be evaluated and incorporated into future departmental operating budgets, as necessary, to ensure long-term sustainability.

All expenditures will follow City procurement procedures and financial controls. Grant funds will be tracked separately to ensure transparency, accountability, and compliance with reporting requirements. Acceptance of this grant will allow the Marshall Police Department to enhance its technological capabilities in a fiscally responsible manner without creating undue financial obligations for the City.

**Staff Contact:** Chief of Police Cliff Carruth

**Attachments:** 1. Resolution\_Revised.SER edits 1.20.26

**A RESOLUTION APPROVING THE SUBMISSION OF THE 2026 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS**

**WHEREAS**, The Marshall City Council finds it in the best interest of the citizens of Marshall, Texas that the 2026 Marshall Police Department Technology Grant be operated for the 2027 fiscal year; and

**WHEREAS**, Marshall City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor grant application; and

**WHEREAS**, Marshall City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Marshall City Council assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Marshall City Council designates Melissa Vossmer, City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**WHEREAS**, Marshall City Council designates Alex Agnor, Assistant City Manager as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Marshall City Council approves submission of the grant application attached hereto as Exhibit A for the 2026 Marshall Police Department Technology Grant to the Office of the Governor.

Signed by:

Passed and Approved this \_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_ (Year)

(Ayes)

(Naves)

Signed this \_\_\_\_ day of January, 2026.

\_\_\_\_\_  
Mayor for the City of Marshall, Texas

Grant Number: \_\_\_\_\_

**Commented [PC1]:** Page: 1  
It is not necessary to include the dollar or percentage amount, just a commitment to provide the applicable match. Changes in the award amount could result in a requirement for the grantee to submit a new resolution.

This provision is not required for resolutions submitted under some funding sources because no matching funds are required – check the application instructions for the applicable match requirements for this funding source.

**Commented [PC2]:** If you designate a name, you will always need to submit a new resolution if the authorized official changes.

**Commented [PC3]:** If you designate a name, you will always need to submit a new resolution if the financial officer changes.

**Commented [PC4]:** The Grant Number (ex. 2650001) can be found in eGrants after you create a new or continuation application.



TO: City Council  
DATE: January 29, 2026  
ITEM #: 10.A  
SUBJECT: Consideration of approval for the Police Department Weapons Purchase Program. (Police)

**Recommendation for Action:** It is recommended that the City Council approve the continued use of the Police Department Weapon Purchase Program. Approval of this item authorizes the Police Department to continue a long-standing, cost-neutral program that enhances operational readiness, accountability, and public safety.

**Executive Summary:** The Police Department has utilized a structured Weapon Purchase Program for more than twenty (20) years to ensure sworn personnel are equipped with safe, reliable, and department-approved duty weapons that meet operational and training standards. This long-standing program supports officer safety, accountability, and public safety while maintaining fiscal responsibility and administrative oversight. Under the program, the City initially advances the cost of approved weapon purchases. Participating officers fully reimburse the City through payroll deduction, with repayment completed within the same fiscal year. As a result, the program is cost-neutral and has no net fiscal impact on the City's budget. Continuation of the Weapon Purchase Program promotes standardized equipment, required training and qualification, reduced liability exposure, and improved officer morale. Approval of this item authorizes the Police Department to continue a proven, fiscally responsible program that enhances operational readiness and public safety without increasing City expenditures.

**Focus Area(s):** This item aligns with the following council adopted focus area(s): Invest in our workforce

**Budget Cost:** The program has **no net fiscal impact** on the City's operating budget, general fund, or capital outlay. The \$55,000 advance is fully recovered within the same fiscal year and does not create an ongoing or recurring financial obligation for the City.

**Staff Contact:** Chief of Police Cliff Carruth

**Attachments:** 1. MPD Department Purchase Program PPT



# Marshall Police Department Purchase Program

Professional Overview for City Council



# Program Overview

The Marshall Police Department Firearms Purchase Program allows officers to purchase duty weapons through an approved city-managed process.

The program ensures standardization, accountability, and fiscal responsibility.

This program has been successfully utilized by the department for approximately 20 years.



# How the Program Works

The City of Marshall advances the cost of the approved duty weapon

The officer reimburses the city through structured payroll deductions

The full balance is repaid within the same fiscal year, ensuring no long-term financial exposure to the city

The approximate cost for the 2026 Marshall Police Purchase Program is \$55,000.00.



# Cost Effectiveness for the City

The program significantly reduces upfront capital expenditures for the City.

Weapons are purchased at law enforcement pricing, resulting in lower overall costs to the officer

There is no net cost to the City of Marshall

There is no general fund impact to the City of Marshall



# Improved Officer Morale

Allowing officers to purchase and maintain their duty weapon fosters pride and ownership.

Officers gain confidence by carrying a weapon they are familiar and comfortable with.

Higher morale contributes to improved performance and professionalism.



# Training and Weapon Proficiency

Officers demonstrate higher proficiency when using personally selected, approved firearms.

Consistency in weapon use enhances training efficiency.

Improved proficiency increases officer and public safety.



# Recruitment and Retention Benefits

The program is viewed as a competitive benefit among law enforcement agencies.

It supports recruitment efforts by offering flexibility and trust in officers.

Contributes to long-term retention and job satisfaction.



# Accountability and Oversight

All weapons must meet department-approved standards and policies.

Purchases are documented and tracked through established procedures.

The program maintains compliance with all state and federal regulations.



# Proven Success and Longevity

The program has been in place for approximately 20 years with consistent success.

No adverse financial or operational impacts have been identified.

Demonstrates a long-standing commitment to responsible resource management.



# Program Summary

Cost-effective and fiscally responsible for the City of Marshall.

Enhances officer morale, proficiency, and accountability.

A proven program with a 20-year track record of success.



TO: City Council  
 DATE: January 29, 2026  
 ITEM #: 10.B  
 SUBJECT: Consider Approval of a Three-year Contract with TJD Consulting for the Provision of Grant Writing and Management Services in the amount of \$54,000 per Year in Years 1 and 2; with the Option to Move to a Per Grant Proposal Cost Option in Year 3.

**Recommendation for Action:** Approve the Three-Year Contract with TJD Consulting for the Provision of Grant Writing and Grant Management Services in the amount of \$54,000 per Year in Years 1 and 2; with the Option to Move to a Per Grant Proposal Cost Option in Year 3.

**Executive Summary:** Upon joining the City of Marshall as City Manager in March 2025, I developed a list of projects and programs that we would work to accomplish. One such project was to develop a Request for Proposal (RFP) to obtain grant writing and management services. Currently, the City relies primarily upon engineering contractors to keep us abreast of funding opportunities, particularly at the State level. This has proved very beneficial for the City, with several projects funded or partially funded, such as FEMA and generators, the Lead Service Line program and the Master Drainage Plan. In addition, City Departments such as Police and Fire have been active looking for grant opportunities and have had some success with funding through the Governor’s Office for Police grants, and we are working with Lexipol for the fire truck in the Fire Dept. But, it is safe to say we are not aware of all opportunities nor do we have the resources to research those opportunities and move through the application process. Staff believes there are many opportunities to pursue as we have many needs within our community.

The following are the activities and schedule we followed through the majority of this process, recognizing the Council award date in December did not materialize:

Event	Target Date	
RFP Issued & First Publication	OCTOBER 12, 2025	With the due date for
Second Publication	OCTOBER 19, 2025	
Deadline for Questions	OCTOBER 23, 2025 (5:00 P.M.)	
Due Date for RFP Submission	NOVEMBER 12, 2025(5:00 P.M.)	
Selection Date – Council Award of Contract	DECEMBER 11, 2025 (TENTATIVE)	

submission of the proposals on November 12<sup>th</sup>, the City was fortunate to receive eight (8) proposals. The number of proposals and the review resulted in the process slowing down. The Committee, comprised of Chief Rainwater, City Secretary, Interim Finance Director and me, reviewed and rated the proposals. We met on November 20<sup>th</sup> to discuss and identify the top three finalists. The three finalists, TJD Consulting, CCM Advisors and B & A Grant Services, were interviewed by the Committee on December 16<sup>th</sup>. With the holidays, the final contract was not finalized until after the agenda for the 1-15-26 was published. The City Attorney has been on the team to finalize the proposed contract.

Based on the original review and the interviews, while it was a very difficult decision, the Committee determined that TJD Consulting, Schertz, Texas best fit the needs of the City at this time. The overriding recommendation is the municipal background and experience the staff has and the fact they were a smaller, boutique firm that prided itself on being very hands-on with their clients. We know who we will be working with and we believe there is accountability. TJD also maintains a customized data system that will keep us up-to-date with grant opportunities.

If approved by Council, our first step will be TJD Consulting coming to Marshall for an on-site two – day visit in February to learn about the community and meet with all stakeholders. We will begin to target projects / programs / issues, and we will use this data system to work with TJD and develop opportunities as well as the necessary parameters, funding requirements, timelines etc.

I envision having at least a full year of grant opportunities mapped out so we all know what the work and timelines are, as well as matching funding requirements as we move into the preparation of the FY27 budget. This allows us to strategically plan our work. This will include known, constant grant opportunities, but we will stay in the loop as new opportunities become available. This will include a variety of grant sources. Another positive with a small firm is the ability to work directly with all members and not be “assigned” a liaison. There are also weekly updates.

TJD Consulting will provide grant writing services. We will have some responsibility to help develop information needed in response to the grant parameters. TJD Consulting will provide grant management services. These management services will help us stay in compliance and reports such as construction wages reports will be handled by TJD Consulting. They will help us make sure the correct documents and reports are available for audit purposes.

There is a pent-up need in the organization to look for grant funds. Because of this pent-up need, the Committee is recommending a 3-year contract. Given we anticipate that in Year 1 and probably well in to Year 2, we will be working on as many grants as we possibly can, it seemed more economical to move towards the flat rate retainer per year at \$54,000. This flat rate is deemed preferable given the City's needs and grant opportunities as opposed to a per grant cost. In Year 3, we could move to Option 2 – which is a flat rate per grant submitted.

While it will not be known until grants are identified and applied for, many grants have the opportunity to recover grant application writing / grant management services which we will take full advantage of in the coming months when appropriate. This will have the end result of reducing the retainer required.

**Focus Area(s):** This item aligns with the following Council-adopted focus area(s): Improving Infrastructure, Improving Community Appearance, Investing in our Workforce, Improving Customer Service, Service and Improving Communication.

**Budget Cost:** Year 1: \$54,000 or \$4,500 / month

Year 2: \$54,000 or \$4,500 / month

Year 3: Not determined at this time and will be dependent on the need for grant writing and grant management services.

Funding is available in the FY26 Contingency Fund. As noted in the body of this agenda item,

where the City has the opportunity to include these associated costs in the grant applications, we will do so.

**Staff Contact:** Melissa Byrne Vossmer, City Manager

- Attachments:**
1. FINAL TJD Contract Consulting Agreement\_Retainer\_January 2026
  2. \_TJD Consulting Proposal
  3. ATTACHMENT A TO CONTRACT 2nd Draft - Grant Writing Corrections 10-3-25 - Copy

## **CITY OF MARSHALL, TX**

### **Consulting Agreement**

#### **I. Definitions**

- 1.1. Consulting Agreement, dated as of February 1, 2026 (this "Agreement"), between the City of Marshall, TX having a place of business at 401 S. Alamo, Marshall, TX 75670 (the "Client") and TJD Consulting having an address at 11517 Cypress Barn, Schertz, TX 78154 ("Consultant").

#### **II. Term:**

- 2.1. Unless the obligation of Consultant to remain available to consult with the Client shall be terminated, Consultant shall be available to the Client to perform the Services for a period that shall end on January 31, 2028.
- 2.2. This agreement may be terminated upon thirty (30) days written notice by either the Client or the Consultant.

#### **III. Scope of Work:**

- 3.1. Consultant shall be available to provide, and shall provide, Services to the Client (the "Services") as set forth in this Agreement. The nature of such services and the time within which such services are to be performed shall be determined by the Client and Consultant from time to time beginning with the Grant Calendar Outline provided by the Client and the RFP Scope of Work and Proposal submitted by Consultant in Attachment A.

#### **IV. Information Supplied by the Client:**

- 4.1. The Consultant and Client recognize that performance of tasks in the Scope of Work necessitates communication and information exchange between the parties and with funders. The Client shall make available to the Consultant the information it has in its files and records and which is readily available to it to the extent that the same is required by the pending application. The Client shall provide the requested information in a timely manner for the Consultant to complete the grant application so there is not delay in completing the tasks set out in the Scope of Work. Consultant shall not be liable for error, delays or other consequences of a failure on the part of the Client to supply Consultant with documents, data or cooperation on a timely basis.
- 4.2. The Client agrees, as part of the application and award process, to the grant assurances that it will comply with all the applicable application and award requirements, including all applicable Federal, State, and local laws, rules, regulations and ordinances. The Client also recognizes that if funding is received, the Client is responsible for any acknowledgments and reports to the funder, unless included in the Scope of Work.

#### **V. Confidentiality**

- 5.1. In the course of Consultant's performance hereunder, Consultant may obtain "Confidential Information" including, without limitation, (i) any materials, trade secrets,

know-how, formulas, processes, procedures, characters, ideas, improvements, strategies, inventions, data, art work, creative development strategies, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, policies or practices, and all other nonpublic information, material or data relating to the current and/or future business and operations of the disclosing party including released or unreleased products or services, and (ii) any information, material or data provided by subsidiaries, agents and/or third party vendors of the disclosing party; (b) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the receiving party based on the Information disclosed by the disclosing party; and (c) any Information that under the circumstances surrounding disclosure, ought to be treated as confidential.

- 5.2. Confidential Information shall not include any information that (a) if such Information is known to the receiving party prior to disclosure thereof by the disclosing party; (b) after such Information is published or becomes available to others, without restriction and without breach of this Agreement by the receiving party; (c) after such Information becomes available to the receiving party from others having no obligation to hold such Information in confidence; or (d) if such Information is developed by the receiving party independently of any disclosure of such Information by the disclosing party. Confidential Information shall not be considered to be in the public domain merely because it is suggested by more general information or could be assembled from one or more sources or has become available to the public by virtue of a breach of this Agreement or a similar agreement by another person or entity.
- 5.3. Consultant acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and valuable property of Client. Accordingly, Consultant shall not reproduce any Confidential Information without the consent of Client, use any Confidential Information except in the performance of this Agreement, and not disclose any Confidential Information except as authorized by Client or required by law.

## **VI. Compensation:**

- 6.1. The Consultant shall use all resources at the Consultant's disposal to perform the duties as assigned and agreed to by both parties and shall submit the same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Consultant. Payment is due even if Client decides not to submit the proposal after work has already started or if the Client does not receive the grant.
- 6.2. The Consultant shall be paid a retainer of \$4,500.00 per month for the first year of this engagement. The monthly retainer is deemed earned and shall be due and payable at the first of the month.
- 6.3. In addition to the retainer fee, the Client agrees to reimburse the Consultant for all expenses incurred by the Consultant in the course of providing said services. Reimbursable expenses include postage, copying, travel, etc.

**VII. Billing:**

- 7.1. Consultant will invoice the Client on the 15<sup>th</sup> day of each month for the services to be rendered in the following calendar month.
- 7.2. Upon receipt by the Client, the payment for the invoice is due within 15 days of receipt. A late fee of 5% of invoiced amount will be assessed to any payment not received within 30 days of the submission of an invoice and every additional 30 days the invoice remains unpaid.

**VIII. Business Relationship and Conflict of Interest:**

- 8.1. The Consultant is and remains open to conducting similar tasks or activities for clients other than the Client. This Contract shall not preclude the Consultant from developing grant calendars, grant proposals, or grant reports for themselves, or for others, utilizing the knowledge and skills also used to provide services for the Client.

**IX. Independent Consultant Status:**

- 9.1. The services performed by the Consultant shall be as an independent Consultant and the Consultant will not be considered an employee of the Client for any purposes. The Client shall not have control over the means and methods by which the Consultant performs its Services. Neither the execution and delivery of this Agreement nor the performance of the Services shall for any purpose whatsoever or in any way or manner create an employer-employee relationship. The Consultant holds itself out to the public to be a separate business entity than the Client and as such is responsible for payment of all taxes, fees, licenses, insurances, and other standard business expenses.
- 9.2. The Consultant will provide the Client a signed W-9 tax form before the first working day of the agreement.

**X. Other Provisions**

- 10.1. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties.
- 10.2. Either party may waive any rights under this Agreement only by written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right;
- 10.3. All notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below.

- 10.4. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Texas. Any suit, action or proceeding instituted under or in connection with this Agreement shall be brought only in a court of competent jurisdiction of the state of Texas or in the U.S. District Court for the District of Texas. The Client and Consultant irrevocably waive any objection to, and any right of immunity on the grounds of, improper venue, the convenience of the chosen forum, the personal jurisdiction of such courts or the execution of judgments resulting there from.
  
- 10.5. The headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement for any other purpose. This Agreement may be executed in separate counterparts, but shall constitute but one instrument.
  
- 10.6 Indemnity: To the fullest extent permitted by law, Consultant shall defend, save harmless and indemnify City/Client against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the services to be rendered by Consultant. The Consultant shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in such amounts to accomplish such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either Consultant or the City as to any third party. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date of this Agreement.

Signature: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
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# Attachment A

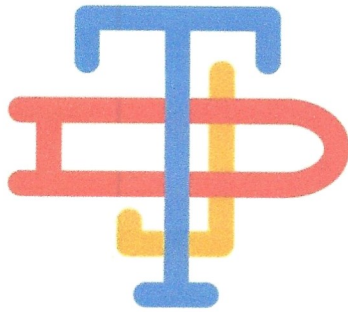
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CITY OF MARSHALL, TEXAS

GRANT WRITING AND MANAGEMENT SERVICES

REQUEST FOR PROPOSALS

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**TJD CONSULTING**  
**11517 CYPRESS BARN**  
**SCHERTZ, TX 78154-2863**  
**POINT OF CONTACT: TIM DUSEK – CEO/OWNER**  
**[tim@tjdconsulting.net](mailto:tim@tjdconsulting.net) / 210-883-7408**

Submission Date: November 7, 2025



November 7, 2025

Melissa Byrne Vossmer  
City Manager  
City of Marshall  
401 S. Alamo  
Marshall, Texas 75670

Dear Ms. Vossmer:

TJD Consulting is pleased to submit this response to the Request for Proposals (RFP) for Grant Writing Services to the City of Marshall (City). As the CEO/Owner of TJD Consulting, I am legally authorized to submit this proposal and enter into a service agreement with the City. TJD Consulting is a Texas-based, full-service grant consulting firm started in 2018, providing grant funding research, grant writing, grant administration, and management consulting services to governmental units and nonprofit organizations in eight states. The TJD Consulting team has over 120 years of combined experience writing and managing federal, state and foundation grants; and, we stand ready to utilize this expertise to assist the City in expanding its grant portfolio. No other firms will be involved in any services provided to the City.

I have thoroughly reviewed and understand all elements of this RFP. It is the intent of TJD Consulting to perform the services as outlined in the RFP. I have no exceptions or objections to any of the expectations and terms defined in this RFP by the City and I express my willingness to enter into an agreement under the terms and conditions prescribed therein. All grant related services will be conducted at the offices of TJD Consulting, located at 11517 Cypress Barn, Schertz, TX 78154-2863. The company phone number is 210-883-7408. I appreciate the opportunity to submit this proposal for services to the City. If any questions arise during the proposal review process, I am the primary contact for TJD Consulting. I can be reached by phone at 210-883-7408, or by e-mail at [tim@tjdconsulting.net](mailto:tim@tjdconsulting.net).

Sincerely,

Tim Dusek  
CEO/Owner

## Qualifications and Experience

**Firm name:** TJD Consulting

**Location of offices:** 11517 Cypress Barn, Schertz, TX 78154-2863

**Key Contact Person/Principal:** Timothy (Tim) J. Dusek – CEO/Owner  
210-883-7408  
[tim@tidconsulting.net](mailto:tim@tidconsulting.net)

**Description of Business Organization:** Sole Proprietorship

**Number of years in business:** 7 (began operations February 2018)

**Number of Team Members:** 4

**Types of services and products offered:** Grant funding research, grant writing, post-award grant administration, and management consulting services

**System for Award Management (SAM) status:** TJD Consulting is currently registered in SAM and has not been debarred or suspended at any time. The firm's Unique Entity Identifier is UMQ5GJJ9PJ6 and the DUNS is 081338611.

**Information on pending or past litigation/judgments:** TJD Consulting has never been involved in any litigation and has never been adjudicated liable for professional malpractice.

**Bankruptcy or Re-organization:** TJD Consulting has never been involved in any bankruptcy or re-organization proceedings.

**Statement of firm's background and financial stability:** This statement serves as attestation that TJD Consulting is currently providing grant consulting services to governmental units, including city and county governments, and public utilities. TJD Consulting has sufficient financial resources to complete any project on a cost reimbursement basis and will not request advance payments.

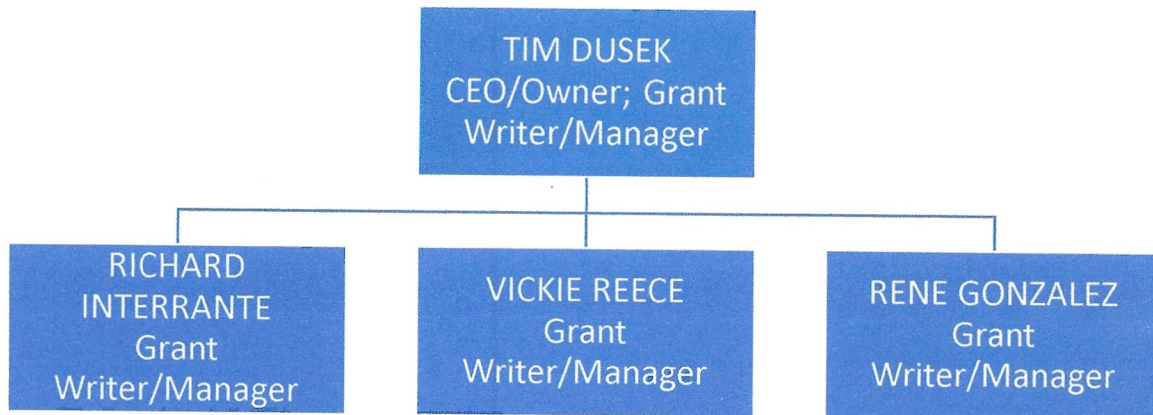
Founded in 2018, TJD Consulting is a small but growing full-service grant consulting firm with public sector customers in eight states including the multi-department local governmental units of Wayne County, North Carolina; the City of Buda, Texas; Norwich Public Utilities in Connecticut; Ellis County, Texas; Harlingen Waterworks System, Texas; Lane County, Oregon; Sullivan County, New Hampshire; the City of Los Angeles – Economic and Workforce Development Department; and the Pyramid Lake Paiute Tribe in Nevada. We have recently been awarded a contract with Pierce County, Washington. We have built a strong reputation with our customers by being a trusted resource for them, and by providing a high level of familiarity and continuity through a personalized one-on-one relationship that larger firms simply cannot offer. We are experts in the areas of grant funding research and identification,

preparing comprehensive and concise grant proposal packages, submitting grants in a timely fashion, and following through after the grant has been submitted.

TJD Consulting conducts a thorough funding needs analysis at the outset of a service agreement with new customers and revisits the needs analysis on at least a quarterly basis to discuss any new areas of grant need. Through years of experience, our grant writers have a proven track record of success and have mastered their skills in identifying, researching, and obtaining funding for projects at every level of government. We are diligent and subscribe to a wide range of grant search portals that allow us to track Federal, State, and private grants available in an array of disciplines and public policy areas on a continual basis. Our grant writers/managers have secured nearly \$200 million in grant awards in their careers, largely from State and Federal agencies. We also have extensive experience in post-award grant administration, grant management, and grant reporting and compliance.

One of the core values of TJD Consulting is to transcend the administrative role of simply being a contractor, and instead serve as an active partner and promoter of our government customers by helping them achieve their goals and vision. Our customers will never be viewed as just another account; instead, we see ourselves as their trustees in developing creative revenue sources to fund their specific needs. We will focus on key areas for the City including items identified and prioritized in its Comprehensive Plan and Capital Improvement Plan. We will be diligent in assisting the City to secure funding for its current needs and future investments. We are strategic in seeking clients, and are excited about the possibility of working with a vibrant, forward-looking City like Marshall. We are especially attracted to the City's ideals of promoting community health and image, providing a high quality of life including public recreation areas, and maintaining public safety for residents and visitors. The focus of TJD Consulting will be to help the City meet its vision of focusing on promoting economic development while preserving its unique culture and history. TJD Consulting is committed to helping Marshall become the community it wants to be to meet the needs of its residents and visitors.

Other basic operating tenets we abide by include maintaining confidentiality of customer records, being dependable, delivering thoroughness and accuracy in our work, and always exhibiting the highest level of professionalism. Ultimately, our primary focus will be ensuring the satisfaction of Marshall's Mayor and City Council, executive leadership, department management, staff, and residents.



The primary point of contact for this project will be **Tim Dusek**, CEO/Owner of TJD Consulting. Mr. Dusek is a grant professional with over 20 years of experience conducting grant funding research, as well as writing and administering a wide variety of grants. He has a Bachelor's Degree in Public Administration from the University of Texas at San Antonio. Mr. Dusek has written federal, state and foundation grants ranging in award from \$10,000 to \$11,000,000.

The bulk of Mr. Dusek's professional career as a grant writer has been spent with two large government agencies – Workforce Solutions Alamo (WSA) and the Guadalupe-Blanco River Authority (GBRA), and he has been an independent grant consultant for over seven years. Over 90% of the grant proposals he has written were submitted to federal and state agencies, with over \$95,000,000 in awards. He has written numerous proposals across a wide array of disciplines, including grants for:

- Recreational Trails
- Parks / Playgrounds
- Low-Impact Developments / Green Infrastructure
- Electric Grid Improvements
- Library Services and Programming
- Water and Wastewater Treatment Plants Infrastructure
- Flood Protection Planning
- Hazard Mitigation
- Water Conservation and Stewardship
- Water Quality Issues
- River Logjam and Debris Removal
- Health and Human Services
- Workforce/Economic Development
- Youth Development
- Environmental Education

The start of Mr. Dusek's grant writing experience was with Workforce Solutions Alamo (WSA), based in San Antonio, Texas, from 2001-2013. WSA is the local workforce development board for the 13-county Alamo Service Delivery Area, and is charged with administering various employment and training programs. The total annual operating budget for WSA is approximately \$150,000,000. While at WSA, he wrote and administered grants for federal and state workforce development and youth development programs. Funders included the U.S. Department of Labor, U.S. Department of Agriculture, U.S. Department of Health and Human Services, the Texas Workforce Commission, and the Texas Youth Commission.

In 2015, Mr. Dusek began writing and administering grants for the Guadalupe-Blanco River Authority (GBRA), which is based in Seguin, Texas. GBRA is a political subdivision of the State of Texas that was established to develop, conserve, and protect the surface water resources of the Guadalupe River and its tributaries. GBRA provides stewardship for water resources in its ten-county statutory district, which begins near the headwaters of the Guadalupe and Blanco Rivers in the Texas hill country, and ends at San Antonio Bay on the Texas Gulf Coast. The total annual operating budget for GBRA is \$85,000,000. GBRA was created in 1933 with the mandate to develop, conserve and protect the water resources of the Guadalupe River Basin and to make those waters available for beneficial use. The total population of the 10-county district is nearly 1,000,000 and includes rapidly-growing suburban counties of the San Antonio and Austin Metropolitan Statistical Areas.

GBRA holds a Texas Commission on Environmental Quality permit to 90,000 acre-feet of water per year from Canyon Reservoir for use within the river basin. GBRA's permit to this water facilitates operations such as hydroelectric generation; water and wastewater treatment; treated water distribution; municipal, industrial, and agricultural raw water supply; laboratory analyses; and recreation operations. In addition to Canyon Reservoir, GBRA operates Coletto Creek Reservoir, which serves as a cooling pond for a privately-owned electric generating plant near Victoria, TX. GBRA operates 6 water treatment plants, with treatment capacities ranging from 1.5 – 9 million gallons per day (MGD); 14 wastewater treatment plants; 7 hydroelectric plants capable of producing 22 megawatts; a diversion system with 20 miles of canals; and 4 recreational facilities that provide grounds for camping, picnicking, fishing, swimming, and boating.

In addition to writing and administering federal and state grants for the above-mentioned GBRA operations, Mr. Dusek also has experience with grants for habitat conservation plans, watershed protection plans, water quality monitoring, environmental education, low-impact developments, hazard mitigation planning, flood protection planning, and recreational trails. The wide variety of grants that he wrote and administered, many in areas mirroring the City's operations, ensures it will be receiving services from someone who is experienced in developing a compelling proposal narrative for grants they are seeking to maintain and enhance operations. He is skilled in presenting technical and statistical information necessary to illustrate the need for grant funding and any consequences of not addressing the issue or problem.

Funders of grants written for GBRA include: Federal Emergency Management Agency, U.S. Department of the Interior – Bureau of Reclamation and the U.S. Fish and Wildlife Service, U.S. Department of Agriculture – Natural Resources Conservation Service, U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, Texas State Soil and Water Conservation Board, Texas Parks and Wildlife Department, Texas Water Development Board, and the Texas Department of Public Safety – Division of Emergency Management.

In 2018, Mr. Dusek started his own business, TJD Consulting, to provide services to municipalities, counties, utility districts, and other governmental entities in the areas of grant funding needs analysis and research, grant writing, grants administration, and management consulting. Mr. Dusek currently oversees the provision of grant writing and management services to multi-department government entities similar to the City, including the City of Buda, Texas; Wayne County, North Carolina; Ellis County (Texas), Lane County (Oregon), Sullivan County (New Hampshire) and Norwich Public Utilities (Connecticut). He also supervises grant writing services to other government, nonprofit, and private sector customers such as Workforce Solutions Rural Capital Area, Workforce Solutions Alamo, and Global Food Products. Grants written for these customers include the U.S. Department of Energy, U.S. Department of Justice, U.S. Department of Labor, U.S. Department of Health and Human Services, the U.S. Department of Agriculture, Texas Parks and Wildlife Department, Texas Veterans Commission, and the North Carolina Division of Environmental Quality.

Finally, Mr. Dusek is the founder and past president of the Alamo Area Chapter of the Grant Professionals Association (GPA). GPA is an international membership association for everyone in the grants industry, with over 4,500 members and more than 50 chapters in the U.S. and Canada. He is also a member of the National Grants Management Association (NGMA).

TJD Consulting is pleased to have **Richard (Rich) Interrante** as a member of the team. Mr. Interrante brings over 17 years of grant writing and management experience with large governmental agencies, including 7 years with the Pinellas County (Florida) Sheriff's Department and 10 years with the Rhode Island Division of Motor Vehicles. He has a Master's Degree in Business Administration from Johnson & Wales University. In his most recent experience with the Sheriff's Department, Mr. Interrante was responsible for managing 21 federal, state, and local grants such as FDOT High Visibility Enforcement (HVE), FDOT Driving Under the Influence (DUI) Enforcement, Department of Education, and Department of Justice – Justice Assistance Grants (JAG Local, JAG Countywide), Office of Violence Against Women (OVW) and Community Oriented Policing Services (COPS) grants. He served as project lead for all department grants, overseeing the grants' development, implementation, monitoring, and reporting of project activity and financial matters. Mr. Interrante designed all contracts and agreements for grant-related projects and designed risk management/mitigation plans. He has experience collaborating with agency personnel, federal and state grantors, and various grant stakeholders to ensure achievement of grant program goals and objectives. He also conducted research regarding the availability of federal, state, and foundation grant funding consistent with agency priorities. At

the Rhode Island Division of Motor Vehicles, Mr. Interrante planned and implemented grant programs from application to approval; and monitored grants during entire period of performance, including summarizing goals, objectives, and performance measures. He served as the agency's sole representative on all grants-related contracts and project management. Mr. Interrante managed grant project progress and adapted work as required, ensuring projects met the deadlines and were under budget. He developed Request for Proposals (RFP), Request for Information (RFI), Memorandum of Agreement/ Memorandum of Understanding (MOA/MOU) for grant-related projects and participated in various committees to award contracts. He increased revenue of grants by 47% in the first two years of taking over grant writing and management responsibilities. He is the Chair of the Florida Chapter of the National Grants Management Association, and is also a member of the Grant Professionals Association.

**Rene Gonzalez** is another highly-experienced member of the TJD Consulting team, and brings over 40 years of grant writing and administration experience. His skills include: Program management, development, implementation, evaluation; Partnership development and management; Grant writing and management; Project and grant feasibility analysis; Group facilitation and team building; Training and teaching; Presentation, marketing, and lecturing; Student affairs advising, counseling, and leadership training; and Bilingual-bicultural presentation skills in English and Spanish. In his most recent position with Healthy Futures of Texas, he was responsible for writing and managing the agency's first federal grant from the Office of Adolescent Health's (U.S. Department of Health and Human Services) Teen Pregnancy Prevention Program in three Texas rural/border school districts in Eagle Pass, Del Rio, and Carrizo Springs. Prior to that, he was employed at the Hispanic Association of Colleges and Universities (HACU) for 20 years, where he served in the following capacities: Senior Executive Director of Student Services and Corporate Internship Program, Executive Director of Grant Resources, and Director of Educational Collaboratives. In his role as Executive Director of Grant Resources at HACU, Mr. Gonzalez was responsible for managing the agency's grant programs, reviewed grant opportunities, and developed grant proposals. He was also Founding Director of the Greenfield Intercultural Center (GIC) at the University of Pennsylvania, where he served for 10 years. While at the GIC, he developed and administered the Center's budget, programs, and facilities; developed and implemented educational programs to promote intercultural awareness; advised the United Minorities Council, which was comprised of nine organizations, and institutionalized an annual retreat; and served as MBTI trainer at the Student Life organization's leaders retreats. Mr. Gonzalez's education includes: Hispanic Leadership Fellowship, Woodrow Wilson Foundation and New Jersey Department of Higher Education, Master of Arts and Bachelor of Arts degrees in Spanish Literature from the University of Texas at Austin.

TJD Consulting is also pleased to have **Vickie Reece** as a member of the team. She recently completed 24 years at Workforce Solutions Alamo (WSA), where she served as Workforce Services Program Manager. She has a Bachelor's Degree in Social Work from McMurry University in Abilene, Texas. In her role at WSA under the Texas Workforce System, she provided oversight

and consultative technical work in the implementation and administration of federal and state funded employment and training grant programs including Temporary Assistance for Needy Families, Supplemental Nutrition Assistance Program, Non-Custodial Parent Programs, and Summer Earn and Learn Programs for Youth with Disabilities and Teacher Externship Program. Responsibilities included interpreting and ensuring compliance with federal and state rules, laws, regulations and policies, development, and implementation of local plans to meet state contracted goals for service delivery, and coordination with public and private entities to ensure services provided meet the needs for the local area. In addition to her workforce development programs experience at WSA, Ms. Reece also served as Program Administrator III at the Texas Department of Human Services (TDHS) for 19 years. At TDHS she was responsible for the administration (planning, organizing, and directing) of employment services funded under federal and state dollars for Aid to Families with Dependent Children (AFDC) and Food Stamp program participants. Management experience included using data to identify trends and issues that affect services delivered to participants, developing and implementing strategies to address trends and issues that impact the delivery of quality services and the oversight for a large service delivery area in Texas, including the supervision of service delivery units consisting of supervisors, case management specialist, technicians, and clerical/support staff that provided direct employment-related services to participants.

**Successfully Funded Proposals**

Recent examples of the TJD Consulting team’s successfully funded grant proposals to government agencies that may be of relevance or interest to the City include:

- Funder: Environmental Protection Agency  
 Program: Community Grants  
 Agency Funded: City of Buda  
 Name of Project: South Loop 4 Wastewater Line Extension  
 Amount Awarded: \$1,636,364  
 Year Awarded: 2025 (fully funded)
  
- Funder: North Carolina Department of Environmental Quality  
 Program: Energy Efficiency Conservation and Block Grants  
 Agency Funded: Wayne County  
 Name of Project: Energy Efficient Windows & HVAC System for the Jeffreys Bldg.  
 Amount Awarded: \$500,000  
 Year Awarded: 2025 (fully funded)
  
- Funder: Capital Area Metropolitan Planning Organization  
 Program: FTA Section 5310 Program  
 Agency Funded: City of Buda  
 Name of Project: S.T.A.R. Scheduling Software & Bus Scheduler

Amount Awarded: \$146,827 (fully funded)  
Year Awarded: 2025

- Funder: Texas Parks and Wildlife Department  
Program: Local Parks Grants Program  
Agency Funded: City of Buda  
Name of Project: Garison Park – Phase I Development  
Amount Awarded: \$750,000 (fully funded)  
Year Awarded: 2025

- Funder: Texas Parks and Wildlife Department  
Program: Recreational Trails Grants Program  
Agency Funded: City of Buda  
Name of Project: Onion Creek Trail – City Park Segment  
Amount Awarded: \$300,000 (fully funded)  
Year Awarded: 2024

### Grant Funding Research

Immediately after contract execution, we will work with City officials to schedule initial meetings with management staff of various departments for the purpose of conducting a funding needs analysis. We will use this time for discussing the departments' grant needs, priorities, and goals; and acquiring a personal feel for the City and learning first-hand the operations of its various departments. These meetings can be conducted via Zoom or in person, based on the prerogative of the City. TJD Consulting was conducting virtual meetings well before the pandemic; but we also find great benefit in conducting in-person visits to our customers' locales for 2-3 days at the outset of the service agreement. After completing meetings with City staff, we will compile and analyze the information collected and issue a report detailing our determinations and recommendations. We will also follow up with City officials on at least a quarterly basis to discuss any new areas of grant need.

We will research and identify potential grants, including conducting a review of identified Request for Proposals (RFPs) and Notices of Funding Availability (NOFAs) to determine a fit with the City's goals and needs. We subscribe to nearly two dozen grant search and agency portals, and receive daily or weekly e-mail blasts of funding announcements, ensuring that our customers are aware of all possible grant opportunities. This task will be completed on a continual basis.

Included in the Grant Funding Research task will be a monthly report listing possible grant opportunities, with a synopsis describing the funder and program, eligibility requirements, match/cost-share provisions, award range, and due date. The report will be forwarded to the

appropriate administration and management staff of the City, and we will schedule monthly virtual meetings to discuss grant opportunities. We will assist the City in deciding which grants fit best with the projects identified during the funding needs analysis. We are skilled in advising our customers on the strength of their project when competing for the grant, and will make recommendations based on the City's ability to meet the grantor's program guidelines, staffing capacity, and any match requirements. Also included in Grant Funding Research will be tracking legislation at the Federal and State levels in areas pertinent to the City's operations. This task will be completed on a continual basis.

## Methodology

The methodology and approach TJD Consulting has successfully implemented to accomplish the tasks outlined in the City's scope of work are described below.

### **a) Grant Proposal Development**

A breakdown of the steps typically included in the proposal development process includes:

- a. Meet with the appropriate department staff to review highlights of the funding opportunity, determine project ideas and objectives, deliverables, budget, staff resources required, and potential stakeholders or partners' expected roles and contact information. Phone calls and video conferencing will primarily be utilized, in addition to requested site visits.
- b. Develop a project workplan clearly outlining the timeline for proposal development; any items needed and assignments for City management and staff; and due dates for each step in the proposal development process.
- c. Contact and meet with identified stakeholders to get their commitment and support of the grant proposal, and to obtain any information relevant to the proposed grant project. This task would be accomplished by phone, video conference, e-mail, or during any scheduled site visits to Marshall.
- d. Draft letters of commitment or support for stakeholder and partner signatures, send to City leadership and management for review, submit to stakeholders and partners, and follow up for signatures.
- e. Develop the proposal narrative/statement of work in accordance with funding announcement's evaluation criteria. This is the most time-intensive step of the proposal development process.
- f. Develop project budget and justification, including any research needed to determine costs for contractual, construction, equipment, and supplies.
- g. Complete all required attachments and standard forms per grantor guidelines.
- h. Submit drafts of cover letter, proposal, budget/justification, attachments, and forms to the City for management staff review and feedback.

- i. Complete all necessary edits and re-submit proposal to City management for final review.
- j. Submit proposal to grantor and confirm successful submittal with City leadership.

The timeframes for developing proposals range from 10-50 hours for foundation grants, 50-80 hours for state and some federal grants, and 80-120 hours for large federal grants.

Taking the lead in developing a grant proposal is something our writers are comfortable doing; and we strive to minimize the time of our customers' staff in the proposal development process. Our customers award service agreements with TJD Consulting with the expectation that a large share of time spent on the proposal development process will be borne by grant consultant staff, allowing City staff to focus on their core day-to-day delivery of services to residents.

In addition to time spent consulting with City staff concerning proposal development, we will coordinate all other grant services activities with managers, and staff on a regular basis. Coordination will primarily occur through electronic means, with occasional site visits conducted if requested. We will be available for consultation by phone or e-mail during all City business days and hours. If we cannot answer a call, we will respond to all messages prior to the end of the day in which the voicemail or e-mail was sent.

#### **b) Grant Administration**

If the City desires, TJD Consulting is also able to offer Grant Administration services. In this component TJD Consulting can utilize its vast experience "on the other side of the desk" that many firms solely focused on grant writing may not be able to offer. We have experience serving as grants administrators, which includes assistance with post-award grant management activities such as grant program design, recommendations for successful implementation and completion of grant activities, communication with funders, compliance with grantor policies and requirements, completion of reimbursement requests, submittal of funder-required performance and financial reports, and interpretation of updates or changes in grantor policies or regulations. We have a proven record of successfully administering grant programs with no disallowed costs or major audit or program monitoring findings.

A key grants administration principle we adhere to is to maintain communications and relationships with funders at all stages of the grants process. This can include meeting with grants project officers prior to proposal development to present project ideas and determine whether these potential projects are within areas of priority for the funder. Maintaining those communications and relationships with funders is extremely critical in post-award grant administration. As grant administrators, we are firm believers in "keeping funders happy." This includes:

- contacting project officers for any clarification or technical assistance that may be needed, especially in areas of eligibility or allowability

- submitting all program and financial reports accurately and timely,
- following grantors' cost reimbursement guidelines and timeframes,
- working with funders to correct any issues with reporting or reimbursement requests,
- negotiating and receiving proper approval for scope of work or budget amendments, and
- ensuring timely correction of any items identified by funders in monitoring reviews.

**c) Grant Review & Additional Support**

The TJD Consulting team is available to offer additional support to the City of Marshall in the review of grant applications and proposals that are being prepared by City staff. Each grant proposal we develop receives a thorough review before submittal to ensure it is clearly identifying need, the scope of work including a project work plan and timeline, and grant outputs and outcomes. We will ensure the proposal is clearly and thoroughly addressing the funder's evaluation criteria. We also examine all required federal forms and the budget to ensure accuracy.

The TJD Consulting team has a lengthy history of providing presentations and training to customer and partner staff regarding the grant lifecycle, from researching grant funding opportunities, interpreting federal and state agency funding announcements, developing a grant proposal that strongly adheres to and addresses the funders' goals and evaluation criteria, and strategies for successfully managing a grant after it has been awarded. We will assist Marshall staff with establishing relationships with state and federal agencies, particularly in presenting project ideas to a funder early in the grant process to determine the viability of a project and its match with funder areas of priority. With more than a century of combined experience in grants, we believe that a grant program is only as successful as the partnerships established, as no one entity should exist in a vacuum or attempt to provide programs or services that may already be available in the community. We will provide information to City staff on how to leverage community partner resources and secure their support or commitment to a project. With many grant programs having required partners, we will provide City staff with training in partner outreach and developing formal relationships through Memorandums of Understanding or subawards in the City's grant projects.

**Professional References**

LaMarriol Smith  
 Guadalupe-Blanco River Authority  
 512-496-3743  
[LLS@llsmithenterprises.com](mailto:LLS@llsmithenterprises.com)  
 customer 2015-2022  
 Services: Grant Writing & Administration

Berry Gray  
Wayne County, North Carolina  
919-731-1650  
[berry.gray@waynegov.com](mailto:berry.gray@waynegov.com)  
customer 2023-present  
Services: Grant Writing & Management

Wendy Smith  
City of Buda, Texas  
512-523-1012  
[wendy.smith@budatx.gov](mailto:wendy.smith@budatx.gov)  
customer 2023-present  
Services: Grant Writing

Erik Test  
Ellis County, Texas  
972-825-5088  
[e.test@co.ellis.tx.us](mailto:e.test@co.ellis.tx.us)  
customer 2024-present  
Services: Grant Writing & Management

Eric McDermott  
Norwich Public Utilities  
860-823-4173  
[ericmcdermott@npumail.com](mailto:ericmcdermott@npumail.com)  
customer 2022-present  
Services: Grant Writing

## **Pricing**

TJD Consulting is offering three pricing options for grant writing services to Marshall, including an hourly rate, cost per grant application/proposal developed, and a retainer contract. The hourly rate and fixed fee per type of grant proposal developed are typically a better option for customers that may apply for fewer than 5 state or federal grants per year. The advantages of the retainer contract option are value and guaranteed availability for a customer expecting to be more active in grant-seeking. In this case an average of 56 hours will be available per month for all grant services. The total number of hours per task are negotiable; and TJD Consulting has the capacity to increase or decrease hours dedicated to any tasks based on the City's desired level of activity and amount budgeted for grant writing services. Any additional hours under the

retainer will be billed at the same \$80.00 hourly rate. The last table outlines reimbursable expenses for travel to Marshall twice per year.

**Pricing Option 1 – Hourly Rate**

Scope of Work	Hourly Rate
Funding Needs Analysis	\$95.00
Grant Funding Research (including On-Call Funding Research)	\$95.00
Grant Proposal Development	\$95.00
Grant Review & Additional Support	\$95.00

**Pricing Option 2 – Per Grant Proposal Developed**

Type of Grant	Cost
Small Foundation/Club/Association (simplified process)	\$1,500
Medium Foundation (more complex application)	\$3,000
Large Foundation (complex, multiple attachments, site visits, high-level stewardship & financial requirements)	\$6,000
State (including federal pass-through funds)	\$8,000
Federal (1-2-year grant or for an existing project)	\$10,000
Large Federal (highly competitive, complex, multi-year)	\$12,000

**Pricing Option 3 – Retainer Contract**

Project Task	Hourly Rate	Projected Task Hours	Total Cost
Funding Needs Analysis	\$80.00	24	\$1,920.00
Grant Funding Research	\$80.00	48	\$3,840.00
Grant Proposal Development	\$80.00	567	\$45,360.00
Additional Support	\$80.00	36	\$2,880.00
<b>Total Task Hours</b>		<b>675</b>	<b>\$54,000.00</b>
<b>Monthly Cost: \$4,500.00</b>			

Out-of-Pocket Expenses	Rates	Amount Charged to City
<b>Travel</b>		
Airfare - \$350.00/trip x 2 trips	\$700.00	\$700.00
Hotel - \$110.00/night x 2 trips x 3 nights	\$660.00	\$660.00
Meals & Incidentals - \$68.00/day x 6 days	\$408.00	\$408.00
Rental Car - \$70.00/day x 6 days	\$420.00	\$420.00
Fuel - \$50.00/trip x 2 trips	\$100.00	\$100.00
<b>Other Costs</b>		
Office Supplies - \$100.00/mo. x 12 mos.	\$1,200.00	\$0.00

Internet - \$65.00/mo. X 4 staff x 12 mos.	\$3,120.00	\$0.00
Phone - \$68.00/mo. X 4 staff x 12 mos.	\$3,264.00	\$0.00
Printing/Copying - \$20.00/mo. X 12 mos.	\$240.00	\$0.00
Shipping/Mailing - \$10.00/mo. X 12 mos.	\$120.00	\$0.00
<b>Total Out-of-Pocket Costs</b>	<b>\$10,232.00</b>	<b>\$2,288.00</b>

### Certifications

This statement serves as attestation that the statements contained in this proposal are true and correct to the best of my knowledge.

TJD Consulting has no exceptions to the City's scope of work.

Funder	Grant Program	Award Range	Match Req.	Project Period	Due Date	Grant Description	Website	Applied	Funded	Notes
December 2024 Federal Opportunities Department of Justice Office on Violence Against Women	OVW Fiscal Year 2025 Justice for Families Program	\$600,000 - 700,000	N	3 yrs.	1/17/2025	The Justice for Families Program supports activities to improve the response of the civil and criminal justice system to families with a history of domestic violence, dating violence, sexual assault, and violence against children. Note: Only Mt. Olive area is eligible for Rural Health Care Grants. This community-based grant program aims to support organizations to promote rural health care services outreach by improving and expanding the delivery of health care services to The Expanding Legal Services Initiative intends to expand legal representation available to victims of domestic violence, dating violence, sexual assault, or stalking by funding organizations with a history of providing direct services to victims of these crimes, but The Legal Assistance for Victims Grant Program (LAV) is intended to increase the availability of legal assistance to victims of domestic violence, dating violence, sexual assault, and stalking by the purpose of the Healthy Tomorrows Partnership for Children Program (HTPCP) is to support community-based projects that promote access to preventive clinical and public health services for underserved children.	<a href="https://www.justice.gov/ovw/in-sida/1378471/d/f/inline">https://www.justice.gov/ovw/in-sida/1378471/d/f/inline</a>			
Department of Health and Human Services Health Resources and Services Administration	Rural Health Care Services Outreach Program	\$250,000 - 300,000	N	4 yrs.	1/21/2025		<a href="https://www.grants.gov/search-results-detail/355368">https://www.grants.gov/search-results-detail/355368</a>			
Department of Justice Office on Violence Against Women	OVW Fiscal Year 2025 Expanding Legal Services Initiative - Legal Assistance for Victims Grant Program	\$400,000 - 750,000	N	2 yrs.	1/28/2025		<a href="https://www.justice.gov/ovw/in-sida/1379366/d/f/inline">https://www.justice.gov/ovw/in-sida/1379366/d/f/inline</a>			
Department of Justice Office on Violence Against Women	OVW Fiscal Year 2025 Legal Assistance for Victims Grant Program	\$600,000 - 900,000	N	3 yrs.	1/28/2025		<a href="http://www.justice.gov/ovw/media/1379336/d/f/inline">www.justice.gov/ovw/media/1379336/d/f/inline</a>			
Department of Health and Human Services Health Resources and Services Administration	Healthy Tomorrows Partnership for Children Program (HTPCP)	\$75,000 per year maximum	Y - 2x grant award amount in years 2-5	5 yrs.	3/17/2025		<a href="https://www.grants.gov/search-results-detail/355629">https://www.grants.gov/search-results-detail/355629</a>			
Department of Transportation 69A345 Office of the Under Secretary for Policy	Rural and Tribal Assistance Pilot Program NOFO	Single Project grants: \$200,000-750,000 Multi-Community grants: \$500,000-2,250,000	N	(first-come, first-served) applications open 3/4/25	4/9/25	The purpose of this notice is to solicit applications for Rural and Tribal Assistance (RTA) Pilot Program grants. A total of \$27 million is available to award for planning and design phase activities for developing transportation projects in rural or tribal communities. Grants will support hiring staff or expert firms to provide technical, legal, or financial assistance to advance transportation projects that would be reasonably expected to be eligible for select Department of Transportation discretionary grant or credit.	<a href="https://www.transportation.gov/buildamerica/ruralandtribalgilts">https://www.transportation.gov/buildamerica/ruralandtribalgilts</a>			
Department of Justice Office of Juvenile Justice Delinquency Prevention Department of Health and Human Services Health Resources and Services Administration	OIDDP FY25 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Rural Communities Opioid Response Program-Overdose Response	\$750,000 maximum \$300,000 maximum	N	3 yrs. 1 yr.	2/6/2025 3/10/2025	This funding opportunity seeks to support states, units of local government, Tribal communities, and community-based organizations to implement, develop, or expand programs within the purpose of RCOIP - Overdose Response is to support improving health care in rural areas by addressing their immediate and short-term needs related to the provision of substance use	<a href="https://oiddp.ojp.gov/funding/fy2025/O-01DDP-2025-172286">https://oiddp.ojp.gov/funding/fy2025/O-01DDP-2025-172286</a> <a href="https://www.grants.gov/search-results-detail/355960">https://www.grants.gov/search-results-detail/355960</a>			

## Consulting Agreement

### I. Definitions

- 1.1. Consulting Agreement, dated as of January 1, 2024 (this "Agreement"), between \_\_\_\_\_ having a place of business at \_\_\_\_\_ (the "Client") and TJD Consulting having an address at 11517 Cypress Barn, Schertz, TX 78154 ("Consultant").

### II. Term:

- 2.1. Unless the obligation of Consultant to remain available to consult with the Client shall be terminated, Consultant shall be available to the Client to perform the Services for a period that shall end on December 31, 2024.
- 2.2. This agreement may be terminated upon thirty (30) days written notice by either the Client or the Consultant.

### III. Scope of Work:

- 3.1. Consultant shall be available to provide, and shall provide, Services to the Client (the "Services") as set forth in this Agreement. The nature of such services and the time within which such services are to be performed shall be determined by the Client and Consultant from time to time beginning with the Grant Calendar Outline provided by the Client and the Scope of Work given in Attachment A.

### IV. Information Supplied by the Client:

- 4.1. The Consultant and Client recognize that performance of tasks in the Scope of Work necessitates communication and information exchange between the parties and with funders. The Client shall make available to the Consultant the information it has in its files and records and which is readily available to it to the extent that the same is required by the pending application. The Client shall provide the requested information in a timely manner for the Consultant to complete the grant application so there is not delay in completing the tasks set out in the Scope of Work. Consultant shall not be liable for error, delays or other consequences of a failure on the part of the Client to supply Consultant with documents, data or cooperation on a timely basis.
- 4.2. The Client agrees, as part of the application and award process, to the grant assurances that it will comply with all the applicable application and award requirements, including all applicable Federal, State, and local laws, rules, regulations and ordinances. The Client also recognizes that if funding is received, the Client is responsible for any acknowledgments and reports to the funder, unless included in the Scope of Work.

### V. Confidentiality

- 5.1. In the course of Consultant's performance hereunder, Consultant may obtain "Confidential Information" including, without limitation, (i) any materials, trade secrets, know-how, formulas, processes, procedures, characters, ideas, improvements, strategies, inventions, data, art work, creative development strategies, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and

operational information, policies or practices, and all other nonpublic information, material or data relating to the current and/or future business and operations of the disclosing party including released or unreleased products or services, and (ii) any information, material or data provided by subsidiaries, agents and/or third party vendors of the disclosing party; (b) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the receiving party based on the Information disclosed by the disclosing party; and (c) any Information that under the circumstances surrounding disclosure, ought to be treated as confidential.

- 5.2. Confidential Information shall not include any information that (a) if such Information is known to the receiving party prior to disclosure thereof by the disclosing party; (b) after such Information is published or becomes available to others, without restriction and without breach of this Agreement by the receiving party; (c) after such Information becomes available to the receiving party from others having no obligation to hold such Information in confidence; or (d) if such Information is developed by the receiving party independently of any disclosure of such Information by the disclosing party. Confidential Information shall not be considered to be in the public domain merely because it is suggested by more general information or could be assembled from one or more sources or has become available to the public by virtue of a breach of this Agreement or a similar agreement by another person or entity.
- 5.3. Consultant acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and valuable property of Client. Accordingly, Consultant shall not reproduce any Confidential Information without the consent of Client, use any Confidential Information except in the performance of this Agreement, and not disclose any Confidential Information except as authorized by Client or required by law.

#### **VI. Compensation:**

- 6.1. The Consultant shall use all resources at the Consultant's disposal to perform the duties as assigned and agreed to by both parties and shall submit the same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Consultant. Payment is due even if Client decides not to submit the proposal after work has already started or if the Client does not receive the grant.
- 6.2. As compensation for performance of the services set forth in the Scope of Work above, the Client agrees to compensate the Consultant at \$XX.XX/hour. Billable hours will include all activities mentioned in Section II, as well as telephone consultations and information exchanges via phone and email, communication with prospective funding agencies to clarify guidelines/instructions or to request information, and travel time to/from meetings, if necessary. Time will be rounded to the nearest quarter hour.
- 6.3. In addition to the hourly fee, the Client agrees to reimburse the Consultant for all expenses incurred by the Consultant in the course of providing said services. Reimbursable expenses include postage, copying, travel, etc.

**VII. Billing:**

- 7.1. Consultant will keep careful track of hours spent on Client business and submit an itemized invoice on a monthly basis with each invoice sent within *(30 days of the completion of work or within the first five working days of the following month)*.
- 7.2. Upon receipt by the Client, the payment for the invoice is due within 30 days of receipt. A late fee of 5% of invoiced amount will be assessed to any payment not received within 30 days of the submission of an invoice and every additional 30 days the invoice remains unpaid.

**VIII. Business Relationship and Conflict of Interest:**

- 8.1. The Consultant is and remains open to conducting similar tasks or activities for clients other than the Client. This Contract shall not preclude the Consultant from developing grant calendars, grant proposals, or grant reports for themselves, or for others, utilizing the knowledge and skills also used to provide services for the Client.

**IX. Independent Consultant Status:**

- 9.1. The services performed by the Consultant shall be as an independent Consultant and the Consultant will not be considered an employee of the Client for any purposes. The Client shall not have control over the means and methods by which the Consultant performs its Services. Neither the execution and delivery of this Agreement nor the performance of the Services shall for any purpose whatsoever or in any way or manner create an employer-employee relationship. The Consultant holds itself out to the public to be a separate business entity than the Client and as such is responsible for payment of all taxes, fees, licenses, insurances, and other standard business expenses.
- 9.2. The Consultant will provide the Client a signed W-9 tax form before the first working day of the agreement.

**X. Other Provisions**

- 10.1. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties.
- 10.2. Either party may waive any rights under this Agreement only by written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right;
- 10.3. All notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below.
- 10.4. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Texas. Any suit, action or proceeding instituted under or in connection with this Agreement shall be brought only in a court of competent jurisdiction of the state of Texas

or in the U.S. District Court for the District of Texas. The Client and Consultant irrevocably waive any objection to, and any right of immunity on the grounds of, improper venue, the convenience of the chosen forum, the personal jurisdiction of such courts or the execution of judgments resulting there from.

- 10.5. The headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement for any other purpose. This Agreement may be executed in separate counterparts, but shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date of this Agreement.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **ATTACHMENT A**

## **GRANT WRITING AND MANAGEMENT SERVICES REQUEST FOR PROPOSALS**



**CITY OF Marshall  
401 S. Alamo  
Marshall, Texas 75670  
(903) 935-4421**

City of Marshall  
Request for Proposals  
Grant Writing and Management Services

Notice is hereby given that the City of Marshall is soliciting applications from eligible and qualified institutions within the State of Texas for the following:

**GRANT WRITING AND MANAGEMENT SERVICES**

Sealed applications will be received until Wednesday, November 12, 2025 at 4:00 P.M., City of Marshall City Hall, Attention: Melissa Byrne Vossmer, City Manager, 401 S. Alamo, Marshall, TX 75670. RFPs must be received and time stamped by the City Manager prior to the aforementioned time, after which time all qualified applications will be opened and read aloud at Marshall City Hall. No late RFPs will be accepted.

The City of Marshall reserves the right to reject any and all Proposals and to waive any informality in Proposals received. The City of Marshall pays for services according to the provision of Chapter 2251 of the Government Code. The award for the Grant Writing and Management Services contract is tentatively scheduled for consideration by the City Council of Marshall, at its scheduled meeting on December 11, 2025 at the City of Marshall City Hall, Council Chambers, 401 S. Alamo, Marshall, Texas 75670.

PUBLISHED: October 12, 2025

October 19, 2025

## Table of Contents

## CITY OF MARSHALL RFP TIMELINE

The City of Marshall intends to follow the schedule described below to distribute the RFP and receive/evaluate responses from Respondents. The City reserves the right to alter the schedule at any time.

<b>Event</b>	<b>Target Date</b>
RFP Issued & First Publication	OCTOBER 12, 2025
Second Publication	OCTOBER 19, 2025
Deadline for Questions	OCTOBER 23, 2025 (5:00 P.M.)
Due Date for RFP Submission	NOVEMBER 12, 2025(5:00 P.M.)
Selection Date – Council Award of Contract	DECEMBER 11, 2025 (TENTATIVE)

## **I. INTRODUCTION**

The City of Marshall (the “City”) is issuing a Request for Proposals (RFP) from qualified professional Grant Consultant Service providers to assist with the identification of grant opportunities to meet needs related to government operations; to provide general grant opportunity awareness; to develop grant applications on behalf of the City with the assistance of the relevant City department; and to advocate for the City’s grant application with the appropriate funding agency. The City is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the City to maximize the benefits of grant funding.

## **II. SCOPE**

The City is looking for a comprehensive approach to grant research, grant writing and grant management. It is the intention of the City to apply for grants which address documented city needs, including those associated with necessary capital infrastructure improvements, planning and public safety equipment. In addition, it is the intent of the City to apply for those grants that can be properly and efficiently administered by staff, taking into account existing duties and responsibilities.

The goal of the City’s grant program is to secure funding for services and projects which the City otherwise would be required to utilize local tax dollars. In general, grants will be to advance the city’s efforts in areas including, but not limited to: public works infrastructure (i.e. roads and water/sewer), fire prevention and emergency services / management, public safety and law enforcement, economic and community development, downtown revitalization, public recreation, local government efficiency, and other essential areas of city operations. Providers must include all labor, materials, personnel and equipment needed to provide grant consulting service support to the City. Interested parties must demonstrate qualifications, experience, and abilities associated to accomplish and support all aspects of the prescribed scope of work in a cost-effective manner.

### III. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS

Proposals will be received until 5:00 P.M. on Wednesday, November 12, 2025 at the Marshall City Hall, City Manager's Office, 401 S. Alamo Marshall, TX 75670. All submittals shall be in a sealed, clearly marked envelope. Envelopes should indicate the name of the Consultant and "Grant Writing and Management Services".

Submittals shall consist of one (1) clearly marked original and one (1) full electronic PDF copy, stored on a thumb drive. Your response shall be signed and submitted to the Office of the City Manager at 401 S. Alamo. Marshall, TX 75670, no later than the time and dates specified in this solicitation.

Timely submission of the response is the responsibility of the proposer. Questions regarding this Request for Proposals shall be directed by email to Melissa Byrne Vossmer, City Manager at [vossmer.melissa@marshalltexas.net](mailto:vossmer.melissa@marshalltexas.net) by 5:00 P.M. October 24, 2025. **Any RFP received after the time and date specified shall not be considered.**

## **GENERAL PROPOSAL REQUIREMENTS**

The specifications outlined in this RFP will be made as part of any agreement entered into between the City and the selected individual or firm. All proposers should follow the format specified below. Applicants should base their submittals on the details of this RFP, especially the “Scope” and “Services Requested”, along with any information provided in any addenda that may be issued.

1. Cover Page: The proposal shall include the RFP Title, date of submittal, company name, address, electronic-mail, and telephone numbers. This page should also include the main point of contact.
2. Resumes, Qualifications, and Experience: This section contains an overview of the bidder’s education background, training, and experience in grant writing and working with State and Federal agencies and any other applicable sources. A list of all Consultant's staff who will be participating in the projects should be provided. This should include a description of their responsibilities, qualifications and experience history in the identification and preparation of grants for municipalities. Specifically, detail your experience with federal and state grants for public safety agencies, infrastructure improvement, parks, recreation, technology, community development, and capital assets. List up to five (5) funded grants which you developed detailing the funding source, amount requested, and amount funded.
3. Grant Funding Research: Provide a narrative that explains how your organization conducts grant funding research. Include details on the process, information sources, end product, and turn-around time for completing grant research. Consultant should include description of how they determine grant readiness and under what circumstances would you recommend an agency not pursue a given grant program.
4. Methodology: The consultant should submit a detailed plan of the procedure for assessing the availability of grants and how a typical grant project would proceed, including other services requested. Describe the methodology/approach to be used to identify the needs of the City which would be eligible for funding through grants, including whether costs will be hourly or per grant written and submitted. Detail the procedure you would utilize in identifying grants which would address the needs identified by the City; the involvement and role of City staff and resources in the grant writing process; and the process you would utilize to prepare the actual grant application. Please include a sample monthly progress report that the City would expect to receive.

5. Consultant's References: Provide at least three but not more than five municipal government entities that you have provided grant writing services for in the last five years. Please include the following information: Name of governmental entity, including current contact information; Description of service provided to each entity; and Length of service that was provided or will be provided (for current contracts) to each stated governmental entity.
6. Pricing: The proposal shall include a complete scope of services and all associated costs and an explanation of how fees are calculated. Describe in detail the fee structure you propose for providing grant writing services: hourly, per grant, by position, per element, etc. The Consultant should submit a per hour fee for additional services. Any additional fees performed by authorized subcontractors shall be detailed. Project expenses such as legal fees, engineering fees, market studies, photographs, land surveys, etc., to be performed by authorized subcontractors shall be detailed.
7. Certification: The Proposer will provide a certification that the statements contained in the proposal are true and correct to the best of their knowledge. Please include a response to one or more of the following: 1) The vendor has no exceptions to the City's scope of work; 2) The vendor has proposed modifications to the City's scope of work; and, 3) The vendor has exceptions to the City's scope of work.
8. Additional Attachments: All other attachments, e.g. required forms, company information, etc. or any additional information to be included with the proposal. Provide any additional information you would like the City to consider and any value-added goods or services that City might be interested in. Provide a copy of contract currently utilized with another municipality.

The Proposal shall not exceed thirty (30) pages, front and back. Proposals shall provide the requested information in the same numerical numbering included above.

This Request for Proposals is not an offer of contract. Receipt of a proposal neither commits the City to award a contract to any party, even if all requirements stated in this proposal are met, nor limits the City's right to negotiate in its best interest. The City reserves the right to contract with a Proposer whose proposal is determined to be in its best interests. The City reserves the right to reject any and all offers received. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.

Expenses incurred in the preparation of proposals in response to this Request for Proposals are the bidder's responsibility.

All proposals are subject to the Public Freedom Information Act. Once Proposals are opened, the information contained therein becomes freely accessible by the public

## **SERVICES REQUESTED**

The City is seeking a grant writing consultant to assist City departments with all aspects of the grant writing process. The City will rely upon the grant writing consultant's expertise and experience, as City departments do not have dedicated grant writing staff. The proposed services must include, but need not be limited to, the following:

1. Funding needs Analysis – Work with the City's departments to assess the validity of current funding priority areas and identify new priority areas for funding.
2. Research Available Opportunities: The consultant will conduct research to identify grant resources that support the City's funding needs and priorities, including but not limited to the following areas:
  - a. Infrastructure Development and Maintenance
  - b. Transportation/Thoroughfare/Sidewalk
  - c. Public Safety / First Responder Technology and Programs
  - d. Parks and Recreation/Trails
  - e. Community/Economic Development/ Tourism
  - f. Community and Municipal Planning
  - g. Community Beautification
  - h. Preservation of Historic Buildings/Downtown
3. On-call Grant Research – In addition to the areas defined above other areas may be also identified through the Funding needs analysis process and throughout the duration of the contract.

Research will include all available governmental and nongovernmental grant opportunities that support the City's priorities on an ongoing basis for the duration of the contract period. Detailed written grant summaries will be provided to the City Manager that outline prospective grant opportunities and include an evaluation of these opportunities including, but not limited to, an explanation of the program, due dates, the amount of funding available, key requirements of the grantor, cash match requirements, the level of competitiveness of the program, and an assessment of the readiness of the City to take on the program, if awarded.

4. Grant Writing: The consultant will complete all grant applications presented to and identified by the City in accordance with the guidelines established by the funding agencies. Grant writing will be on a continuing basis for the duration of the contract period. This includes all necessary follow up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of the City as well as advising of technical requirements and criteria associated with grants. Consultant will assist with developing logic models, evaluation plans, and obtaining data needed to support proposals. A copy of each grant application submitted is to be provided to the City Manager. When grant applications are required to be submitted by the City directly, the Consultant shall provide a complete application package ready for signature and final submission by the City.
5. Grant Review: The consultant may be requested to provide review services for grant applications that are prepared by City personnel. The purpose of such a review process is to improve the grant document and give constructive criticism or improvement. This review may extend to proper grammar and syntax used within grant narratives.
6. Monthly Reporting: The consultant will submit a monthly report to the City Manager detailing all activities undertaken by the consultant's team on behalf of the City. The monthly report will summarize the amount of time expended and describe activities undertaken during the previous month. The report should include all grants recommended, grants awarded, grants submitted and pending approval, grant applications-in-progress, and any grants denied.

The Consultant will be expected to assign a primary point-of-contact/liaison to respond to questions by the City Manager or city staff. The liaison may be required to attend City Council meetings upon request by the City. Proposer shall provide a copy of a contract used with another client. This copy shall not count as pages in the maximum amount of thirty (30) pages as included herein.

## **SELECTION CRITERIA**

The City will make its selection based on its review of the proposals submitted. The criteria will include qualifications, experience, fee structure, ability to meet the needs of the City. The City of Marshall reserves the right to reject any or all the proposals, and to waive informalities in the proposals or the proposal process. The City may interview selected Proposers(s).

The City further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City. The City reserves the right to consider other factors not named here in making its decision.

## **PROPOSAL EVALUATION**

Proposals will be evaluated on the following criteria as outlined below:	<u>POINTS</u>
1. Approach to Providing Services	20
2. Fee/Compensation Arrangement	20
3. Qualifications/Experience (Some Texas experience preferred.)	30
4. Quality and Applicability of References	20
5. Other information provided	10

The City may also take into account any other factors it deems necessary in evaluating each proposal. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The selection of a firm will not guarantee any minimum hours of service unless explicitly agreed to in the contract.

## **INTERVIEWS**

Interviews may be scheduled with selected prospective consultants to permit further evaluation and to allow the City to inquire further into experience, willingness to work closely with City staff, thorough understanding of the various aspects grant writing, and other pertinent matters. Interviews, if deemed necessary by the City, will be scheduled with selected prospective consultants as soon as possible after the proposal opening.

## **CONTRACT TERM**

Successful Proposer shall be required to execute a services contract with the City.

## **SUBCONTRACTORS**

Any subcontracted services proposed by the Proposer shall be described and information provided as to the nature of the services the subcontractor provides as it relates to this proposal. The Proposer shall include the name of the subcontractor, describe prior business relationships with these firms, the experience and qualifications of said entities, and describe methods the consultant will employ to manage the subcontractor. The financial and legal relationship between the proposer and the subcontractor must be described in the proposal and approved by the City prior to initiation of a contract. Proposers and their subcontractors must comply with all confidentiality laws and will be responsible for standard insurance requirements, which are part of these specifications.

**NO APPLICATION**

Respondents that choose not to submit an application for an entire or part of a particular service category in Section IV (Scope of Services) should communicate their intentions by marking the service section: “No Application”

## **CONSULTANT STATUS**

The Consultant agrees that its relationship to the City, or any of its departments or units, is that of an independent contractor and said Consultant covenants. The Consultant agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the City, including but not limited to, workers compensation coverage, disability, unemployment insurance benefits, social security coverage, or retirement membership or credit.

Upon request by the City's FOIA (freedom of information act) Coordinator, the Consultant will furnish any documents or records in its possession which are subject to disclosure under FOIA.

## **REPORTING AND INVOICING REQUIREMENTS**

Activity reports as detailed in the scope of services must accompany the monthly invoice and shall be designed to ensure accountability and performance. At a minimum, the monthly report should include the following details:

- Number of grant applications started, written, pending, and awarded;
- Description of the technical assistance provided to City, if any; and
- Status of funding research activities to-date.

Funds are distributed to the successful proposer on a reimbursement basis only. Billings submitted for reimbursement must be accompanied by adequate documentation. All costs must be supported by properly executed payrolls, time sheets, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Only those budget items approved in the final contract will be reimbursed. Each billing shall include, but not be limited to, documentation and/or reports as required to support appropriate program expenses. Recipients of City funds must agree to comply with all regulations governing contracts with the City and all applicable state or federal regulations

## **QUESTIONS**

Any interested party may submit, in writing via email to [vossmer.melissa@marhalltexas.net](mailto:vossmer.melissa@marhalltexas.net) questions regarding this RFP and proposed services no later than 5:00 P.M. Wednesday, October 24, 2025 local time. All questions will be answered in writing, via email response to the sender, and posted as an addendum to the RFP on the City's website by 5:00 P.M. Friday, October 26, 2025. It is the Proposer's responsibility to determine if an addendum has been posted.

## **INDEMNITY AND INSURANCE AGREEMENT**

IT IS HEREBY AGREED by\_\_\_\_, the PROFESSIONAL, as follows:

### **INSURANCE**

#### **PROFESSIONAL'S LIABILITY INSURANCE**

The Professional shall purchase and maintain such insurance as will protect him from claims as set forth below, which may arise out of or result from the Professional's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone employed by any of them or anyone for whose acts the Professional may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Professional, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. The City must be named and included as an additional insured under the Professional's general liability insurance. Proof that the City has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the City Attorney.

The Professional's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Professional's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Professional shall require his subcontractors to procure and to maintain during the life of his subcontract Comprehensive General Liability, Automobile Liability, and

Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Professional's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon Professional's obligation to indemnify the City.

**ATTORNEY'S APPROVAL**

All documents submitted shall be subject to the approval of the City Attorney as to form and content.

**HOLD HARMLESS**

The Professional shall, to the fullest extent permitted by law, at all times indemnify and save harmless the City of Marshall from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Professional, any person employed by the Professional, or anyone for whom the Professional is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the City.

IN WITNESS WHEREOF, the PROFESSIONAL has set its hand this \_\_\_\_\_ of \_\_\_\_\_, 2025.

SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_

#### **IV. ATTACHMENTS**

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VENDOR APPLICATION



**Vendor Application**

**Vendor Name:** \_\_\_\_\_

**Primary Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remit to Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tax ID Number:** \_\_\_\_\_

**Primary Contact Name:** \_\_\_\_\_

**Primary Contact Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Types of Goods/Services:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Discount %:** \_\_\_\_\_

(IF AVAILABE FOR ALL PURCHASES)

**Additional/Special Information:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**HOUSE BILL 89 VERIFICATION**

I hereby affirm that I am an authorized agent of \_\_\_\_\_  
hereafter referred to as company, **do hereby affirm that the company named-above,  
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded under this Request for Proposal.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

## CONFLICTS OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
<hr style="width: 50%; margin: auto;"/> Name of Officer		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
<hr style="width: 80%; margin: auto;"/> Signature of vendor doing business with the governmental entity		<hr style="width: 80%; margin: auto;"/> Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of November 14, 2023.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>&gt;\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	<p>2 CFR 200 APPENDIX II (F)</p>
<p>&gt;\$150,000</p>	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q.</a>) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C.1251-1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations</p>	<p>2 CFR 200 APPENDIX II (G)</p>

	issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i>  A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	

	<p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NOAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and	2 CFR 200.216

subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(l) (2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development</p>	2 CFR 200.321

	Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(l) through (5) of this section.	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a</p>	Texas Government Code 2252.152

	foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>&gt;) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.



TO: City Council  
DATE: January 29, 2026  
ITEM #: 11.A  
SUBJECT: Discussion Concerning Revising the City Council Governance Policy to Expand Section VII Council and Staff Relations, and, if appropriate, Direct the City Attorney to Prepare Such Language for Consideration.

**Recommendation for Action:** Discussion Only.

**Executive Summary:** Staff was asked to include an item on the City Council agenda to discuss possible changes to the Council Governance Policy. A copy of the Council's Governance Policy is attached.

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:** N/A

**Staff Contact:**

**Attachments:** 1. Governance Policy updated 1-26-23



# Governance Policy and Rules of Procedure

Adopted June 22, 2017  
Revised July 13, 2017  
Revised July 27, 2017  
Revised August 10, 2017  
Revised June 11, 2020  
Revised September 22, 2022  
Revised January 26, 2023

**City of Marshall  
City Council Governance Policy  
& Rules of Procedure**

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# **Council Governance Policy & Rules of Procedure**

## **Section I – Introduction**

The Marshall City Council is the governing body for the City of Marshall, Texas in accordance with the home rule charter. Therefore, it must bear the responsibility for the integrity of the governance. The council shall determine its own rules and order of business as authorized by city charter. The council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy addresses chair (mayor) and council relations, council and staff relations, roles, agenda procedures, and meetings. By adopting these guidelines, we as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public. This policy will be reviewed and adopted on an annual basis.

# **Council Governance Policy & Rules of Procedure**

## **Section II – Roles**

2.1 It shall be standard practice that after every city council general election, the council shall select a chair (mayor) and acting-chair (mayor pro tem) of the council.

2.2 The chair shall preside at meetings of the council, and shall be recognized as head of city government for all ceremonial purposes and by the governor for purpose of emergency management and disaster mitigation purposes, but shall have no regular administrative duties other than as prescribed by state law and city charter.

2.3 The acting-chair shall serve in the absence of the chairperson.

2.4 The chair shall preserve order and decorum and shall require council members engaged in debate to limit discussion to the question under consideration.

2.5 The city manager shall organize senior level city staff to conduct orientation for new council members. City staff will also coordinate swearing-in ceremony with newly elected officials.

2.6 Each Councilmember shall have equal authority to ensure the policies and procedures in this document are being followed by all parties.

2.7 Except for those designated powers which may be exercised by the chair, the sole official power of each individual councilmember exists through the exercise of their singular vote. The power of the Council exists by virtue of the collective action of its voting members.

2.8 The Council will follow Robert's Rules of Order as published in the most current Robert's Rules of Order edition, except where such rules are in conflict with the City's Charter.

# **Council Governance Policy & Rules of Procedure**

## **Section III – Agenda Procedures**

3.1 The city manager shall prepare an agenda and supply supporting documentation for each agenda item for council distribution by the end of the day on the Friday before a regularly scheduled meeting. Agendas for both regular scheduled and special called meetings shall be posted 72 hours prior to the meeting date in accordance with Texas Open Meetings Act.

3.2 An item may be placed on the city council agenda by the Mayor, City Manager, City Attorney, or two (2) members of the Council. All agenda item requests shall be submitted to the city manager a minimum of eight (8) business days prior to the regularly scheduled meeting (the Monday before the Friday packet is delivered). Depending on the complexity of the item requested, the city manager may notify the party making the agenda item request, that more time is needed to complete appropriate research and may elect to delay the requested item to the next available regularly scheduled meeting date.

3.3 Regularly scheduled city council meetings shall follow the format listed below:

1. Call to Order and Roll Call

*The chair will ensure a quorum is present, call for excusing any absences, call for invocation and pledge to the national and state flags.*

2. Presentations & Proclamations

*Items that are specifically posted on the agenda that have been deemed by the chair or city manager as important for the city to recognize in a public forum. All presentations must be provided to city staff by noon on the day of the council meeting.*

3. Citizen Comments

*Citizens may utilize this time to address the council on non-public hearing items. All comments are limited to three (3) minutes; the speaker must state their name and address for the record or provide it in writing to the city secretary. Anyone personally attacking a councilmember, staff, or any individual will be asked to stop speaking and be seated.*

4. Consent Agenda

*All items set out in the consent agenda shall be deemed passed upon the passage of an affirmative motion, by a vote of at least four (4) members of the*

*council without discussion or debate, that the consent agenda be adopted. Upon request of any member of the council, items shall be removed from the consent agenda and considered under Items Withdrawn from Consent Agenda.*

5. Items Withdrawn from Consent Agenda

*Items that were withdrawn by a councilmember earlier in the meeting.*

6. Public Hearings

*Specific items for the council's consideration that by local ordinance, charter, or state law require for public comment to be allowed before council action can be taken. Procedures for public hearings shall be as follows:*

- 1. Staff provides overview of item for consideration*
- 2. If there is an applicant or expert of record they are provided 10 minutes of time to present their request.*
- 3. General public desiring to speak regarding the posted item will be provided 5 minutes to speak. Public wishing to speak in favor will go first followed by those speaking in opposition to the request. Comments will be directed to the Council and must be related to the subject matter posted in the agenda item. The Council may ask questions of those speaking in favor or in opposition at the conclusion of their comments.*
- 4. After the general public has had an opportunity to make their comments, the public hearing shall be closed and if the applicant desires they will be allowed 5 minutes to make closing arguments.*
- 5. The Council may ask questions of staff or the applicant and deliberate amongst themselves if needed prior to the vote.*

7. Ordinances

*Items that are legislative enactment by the council; it must be in written form when introduced and by charter requirement it is necessary that it be read and voted on.*

8. Resolutions

*Items relating to ministerial, administrative or executive matters.*

9. City Manager Reports and Items for City Council Consideration

*Other items that do not fall into the categories listed above that require city council consideration.*

10. Adjournment

## **Council Governance Policy & Rules of Procedure**

### **Section IV – Meetings**

4.1 Information – On all council agenda items involving major policy issues, the city manager shall provide briefing material to the council in advance of council consideration of the policy alternatives.

4.2 Regular Meetings – The council shall meet regularly at such times as prescribed by charter, but no less frequently than once each month and regular meetings will begin as prescribed by ordinance, unless postponed or canceled for valid reason(s). Only the chairperson, or acting chairperson, can cancel or change the meeting time for city-related emergencies.

4.3 Special Meetings – Special meetings may be called as needed, but may be postponed or canceled for valid reason(s). Only the chairperson, or acting chairperson, can cancel or change the meeting time for city-related emergencies.

4.4 Work Sessions – Work sessions may be called from time to time as determined by the chair or the city manager for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the city council. Work sessions are open to the public however public comment is not taken. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session.

4.5 Executive Sessions – The city council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session shall remain confidential.

4.6 Public Notice – The agenda for all regular meetings, special meetings, work sessions, and the notice listing items to be considered shall be posted on the city's official bulletin board and website in accordance with the Texas Open Meetings Act.

4.7 Attendance – Councilmembers are expected to attend all meetings and stay in attendance during each meeting. Members shall not leave a meeting without advising the chair and/or the City Secretary.

4.8 Punctuality and Recess – Councilmembers shall arrive at meetings at or before the scheduled time for the meeting to begin. At the beginning of each meeting, the chair shall announce those members absent and shall announce the arrival time of any member arriving after the beginning of any meeting. The chair may call a recess at the request of other councilmembers or as the chair deems necessary.

4.9 Conflict of Interest – A councilmember prevented from voting due to a conflict of interest shall not vote on the matter, and shall otherwise comply with the state law and city charter and ordinances concerning conflicts of interest. Any questions concerning conflict of interest should be directed to the City Attorney prior to the meeting.

4.10 Conduct of Meetings – a) During city council meetings and work sessions, the chair shall preserve order and decorum and shall insist that councilmembers, neither by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the rules of the city council.

b) The chair shall preside over the meeting, all comments shall be limited to the specific item and councilmembers shall speak one at a time, not interrupting each other, comments shall be factual or stating opinion on the specific subject and shall remain professional and courteous at all times.

c) The chair shall state all questions submitted for a vote and announce the result. If the vote is not unanimous, the chair shall announce the names of the member(s) voting in favor and in opposition to the motion.

d) All persons addressing the city council, including the city manager shall be recognized by the chair and shall limit remarks to the matter under discussion.

e) All remarks and questions addressed to the city council shall be addressed to the city council as a whole and not to any individual member.

4.11 Administrative Staff – a) Members of the administrative staff and employees of the City shall observe at all council meetings the same rules and decorum applicable to members of the city council.

b) It is the city manager’s responsibility to ensure that decorum is preserved at all times by city employees in meetings.

4.12 Citizens and Visitors – a) Citizens and visitors are welcome to attend all public meetings of the city council and will be admitted to the Chamber or meeting room up to the fire safety capacity of the room.

b) Everyone attending the meeting will refrain from private conversations while the city council is in session.

c) Citizens and visitors attending city council meetings and work sessions shall observe the same rules of decorum applicable to members of the city council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the city council or while attending the meeting or work session, shall be removed from the room if so directed by the chair. The person shall be barred from further audience before the city council during that session. If the chair fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of the majority of the council shall require the chair to act.

d) No placards, banners, or signs which have the effect of disrupting a meeting will be permitted in the city council chamber or in any other room in which the council is meeting. Exhibits, displays and visual aids used in connection with presentations, however are permitted.

e) The chief of police or his or her designee shall act as sergeant-at-arms for the city council and shall furnish whatever assistance is needed to enforce the rules of the city council.

4.13 Speakers – a) A person wishing to address the city council during citizen comments section must state their name and address at the beginning of their comments or provide it to the City Secretary in writing before addressing the council.

b) Speakers must address their comments to the entire council rather than to individual council members, staff or members of the audience.

c) People addressing the council during citizen comments agenda item are limited to three minutes of speaking time. More time may be allowed if a request has been submitted to the city manager's office prior to the meeting. Applicants speaking during public hearings are limited to ten minutes of speaking time.

d) Digital media (i.e. videos, PowerPoint, images, audio) is allowed during public comment and other agenda items with presenters as long as the City Council Meeting Digital Media Policy is adhered to when presenting to the Council.

e) In accordance with Texas Open Meetings Act, the city council will not discuss or consider any item addressed during the citizen comment section. If a citizen uses the comment section for inquiry, any responses by either City Councilmembers or Staff are limited to giving a statement of factual information given in response to the citizen's inquiry, recitation of existing policy, advising the individual of the name of the appropriate staff member to speak with, advising that the request will be forwarded to the appropriate staff for consideration, or stating the issue raised will be placed on the next agenda.

4.14 Rules of Procedure – At any point there is a question regarding the rules of procedure, those questions shall be directed to the City Attorney. City Attorney will provide Councilmembers a summary of procedures.

4.15 Failure to Comply – A failure to comply with these rules does not invalidate any otherwise lawful act of the Council.

## **Council Governance Policy & Rules of Procedure**

### **Section V – Electronic Tablet Usage**

5.1 Members of the Council will be issued a tablet to assist them in completing the business of the City, to improve communication aid in the performance of their City duties and to reduce the amount of paper and photocopying costs.

5.2 The City will issue each Councilmember a tablet and charger along with a cover or case. Any additional tablet accessories, such as keyboards, styluses, screen protectors, cables or adapters, shall be at an individual Councilmember's own expense and shall remain the property of the Councilmember at the end of the Councilmember's term and service. Upon departure from the Council by either conclusion of term or resignation, the tablet, charger, and cover/case will be returned to the City. Upon return of the tablet to the City and following the preparation of any appropriate backup files, the tablet will be wiped clean of any and all information.

5.3 Each tablet is property of the City and should be cared for in the highest regard. Each Councilmember is responsible for the general care of the tablet that he or she has been issued. Tablets are not allowed to be utilized by anyone other than the Councilmember to whom it's been assigned. Councilmembers are not allowed to loan the tablet to anyone else. Tablets must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen. Tablets that malfunction or are damaged shall be reported to the City Manager.

5.4 Primary use of the tablet is intended to enhance the efficiency of the Councilmember related to city business. Councilmembers may use the tablet for the following incidental personal uses so long as such use does not interfere with the user's duties, does not conflict with the City's business, is at no cost to the City and does not violate this or any other City policy:

- a. To send and receive occasional personal e-mail and other communications;
- b. To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner;
- c. To access the internet for brief personal searches and inquires, provided that the Councilmember adheres to all other City policies.
- d. To install and use apps.

5.5 The software and applications installed by the City must remain on the tablets in usable condition and be readily accessible at all times. On a quarterly basis Councilmembers will be required to provide their tablet to staff for software upgrades and synching. Any software, email messages or files downloaded via the internet into the City systems become the property of the City and may only be used in the ways that are consistent with applicable licenses, trademarks or copyrights.

5.6 All software and data (including, and without limitation, email, calendars, downloaded files, and web browsing history) stored on the City-issued tablet are subject to disclosure under State and City public records laws or for litigation purposes, unless a privilege or exception exists that justifies withholding the information. Except in an emergency, Councilmembers shall not use email, instant messaging, text messaging, or similar forms of electronic communications at any time during a Councilmember meeting. Councilmembers should consult with the City Attorney for information regarding the Texas Open Meetings Act requirements related to electronic communications.

## **Council Governance Policy & Rules of Procedure**

### **Section VI - Planning**

The city council is responsible for establishing a vision for the City of Marshall and planning for its future.

6.1 On an annual basis, the city council shall hold a minimum of one strategic planning session wherein they review accomplishments of the past year, assess goals and objectives and set priorities for the upcoming year. The goals and objectives shall address short term and long term needs of the city.

6.2 Policy direction should be consistent with the strategic goals and objectives. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the long-term vision.

## **Council Governance Policy & Rules of Procedure**

### **Section VII – Council & Staff Relations**

7.1 The role of the city manager and relationship of staff with council shall be consistent with Article IV of the City of Marshall City Charter.

7.2. City Councilmembers shall direct citizen concerns, comments, correspondence, and requests for basic, routine information regarding city functions and/or services to the city manager or the appropriate director. More complex requests, or those likely to require more than eight (8) hours of staff time to fulfill, should be directed to the city manager.

7.3 The city council may inquire of the city manager about the conduct of any office, department or agency of the city and make investigations as to municipal affairs in accordance with Article III of the City of Marshall City Charter.

7.4 If councilmembers receive a complaint or grievance from a city employee, the councilmember should direct the employee to follow the proper chain of command per the organizational chart and report that complaint or grievance to the city manager.

7.5 Documents provided to one city councilmember shall also be distributed to all other members of the elected body in accordance with Resolution R-12-14. The city manager shall prepare and submit to the council at the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year. The city manager shall keep the council advised of the financial condition and future needs of the city and make such recommendations that seem desirable.

7.6 In order to ensure proper presentation of agenda items by staff, questions arising from councilmembers after receiving their information packet should be, whenever possible, presented to the city manager for staff consideration prior to the council meeting. This allows staff time to address the councilmembers concerns and provide councilmembers with the additional information.



TO: City Council  
DATE: January 29, 2026  
ITEM #: 12.A  
SUBJECT: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Review proposals received for the management of the recruitment of the new City Manager.

**Recommendation for Action:**

**Executive Summary:**

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:**

**Staff Contact:**

**Attachments:** None



TO: City Council  
DATE: January 29, 2026  
ITEM #: 12.B  
SUBJECT: An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above; concerning Project 2400.

**Recommendation for Action:**

**Executive Summary:**

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:**

**Staff Contact:**

**Attachments:** None



TO: City Council  
DATE: January 29, 2026  
ITEM #: 12.C  
SUBJECT: An Executive Session pursuant to Texas Government Code Sec.551.072 authorizing a governmental body to deliberate in executive session on the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**Recommendation for Action:**

**Executive Summary:**

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:**

**Staff Contact:**

**Attachments:** None



TO: City Council  
DATE: January 29, 2026  
ITEM #: 13.A  
SUBJECT: Discussion and Action of an Executive Recruitment Firm for the Marshall City Manager – City Council / City Manager

**Recommendation for Action:** Consider Approval of an Executive Recruitment Firm for the Marshall City Manager

**Executive Summary:** The City Council received a total of eleven (11) proposals in response to the RFP for these services. At the January 15th City Council meeting, Council determined that the entire Council would like to review all the proposals received. Each Councilmember agreed to rate and identify their top three (3) firms and once identified, would discuss how to move forward at the January 29th Council meeting. Discussion was also held at the Special Council Meeting at 4:15 earlier today.

It is on the agenda this evening for continued discussion as necessary and action to approve a recruitment firm to work with the City of Marshall.

There are no documents attached as all proposals received were made available to each Councilmember on 1-11-26.

**Focus Area(s):** This item aligns with the following the Council adopted focus area(s): This item supports all focus areas of the City.

**Budget Cost:** Each proposal included a pricing structure for the recruitment of the new Marshall City Manager. Total costs will not be known until Council makes a recommendation to approve a specific firm. Funds are available for this purpose in the FY26 Budget.

**Staff Contact:** Melissa Byrne Vossmer, City Manager

**Attachments:** None



TO: City Council  
DATE: January 29, 2026  
ITEM #: 13.B  
SUBJECT: Consider approval of an Economic Development Performance Agreement for Project 2400. (Marshall EDC)

**Recommendation for Action:** Approval of an Economic Development Performance Agreement for Project 2400 as disclosed in Executive Session.

**Executive Summary:** Marshall EDC is recruiting a prospect for a site location on E End Blvd inside the city limits of Marshall, Texas on property owned by the EDC. The project would require substantial modification to the existing structure and property for the prospect's use. This project falls under site improvements to new or expanded businesses with the guidelines of and regulation of the EDC. This prospect has the potential to add substantial value to the ad valorem value of the property as well as sales tax. This is an ongoing negotiation and as such will be discussed in more detail during the Executive Session. All incentive amounts are paid out of EDC sales tax funds as authorized in 1991 to serve Marshall and the surrounding business community in Harrison County. No City general funds are requested. The EDC is a Type A 501(c)(3) non-profit, non-governmental organization funded through a portion of local sales tax dollars. EDCs were established through the State of Texas Development Corporation Act of 1979, with regulations outlined in Chapters 501, 502, 504, and 505 of the Texas Local Government Code.

**Funding Request:**

Total Request Amount: None  
Source of Funds: None  
Required Approvals: MED Board (1/28/2026), City Council (Requested)

Additional materials will be provided to the City Manager's Office for discussion in Executive Session.

**Focus Area(s):** This item aligns with the following council adopted focus area(s):

**Budget Cost:** None

**Staff Contact:** Rush Harris, Executive Director, MED

**Attachments:** None



TO: City Council  
DATE: January 29, 2026  
ITEM #: 13.C  
SUBJECT: Discussion and Action concerning an offer to purchase certain lots owned by the City of Marshall on North Grove St. by East Texas Baptist University pursuant to Texas Government Code §253.014.

**Recommendation for Action:** Approve the Sale of Lots Owned by the City of Marshall on North Grove St. by East Texas Baptist University pursuant to Texas Government Code §253.014.

**Executive Summary:** Last Fall, the Mayor and I met with President Blackburn, East Texas Baptist College (ETBU), their attorney and senior staff to discuss a variety of items. Most notably, were the lots that are the subject of this agenda item. Staff worked to put various lots on the market through a Broker in order to reduce the amount of City-owned property that must be maintained and to stimulate development on the various lots. What staff didn't know was that there were agreements in place that gave ETBU the right to maintain those lots, at their own expense, as a means of beautifying the entrance to their campus.

As a result of that discussion, staff committed to moving forward through the required legal processes in order to position the City to consider the sale of these lots. That process has been completed. Attached are documents that outline ETBU's interest and a plat for the immediate area highlighting the location of the lots that are proposing to be sold.

**Focus Area(s):** This item aligns with the following council adopted focus area(s): Improving Infrastructure, Improving Community Appearance, Investing in our Workforce and Improving Communication.

**Budget Cost:** N/A.

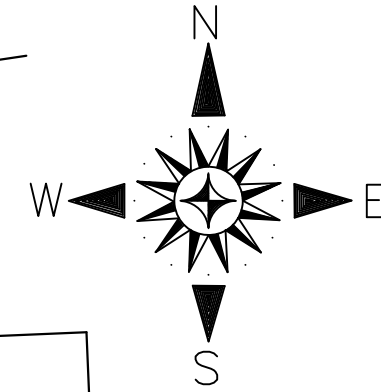
**Staff Contact:** Scott Rectenwald, City Attorney & Melissa Byrne Vossmer, City Manager

**Attachments:** 1. 1.094 Acres - city owned & ETBU

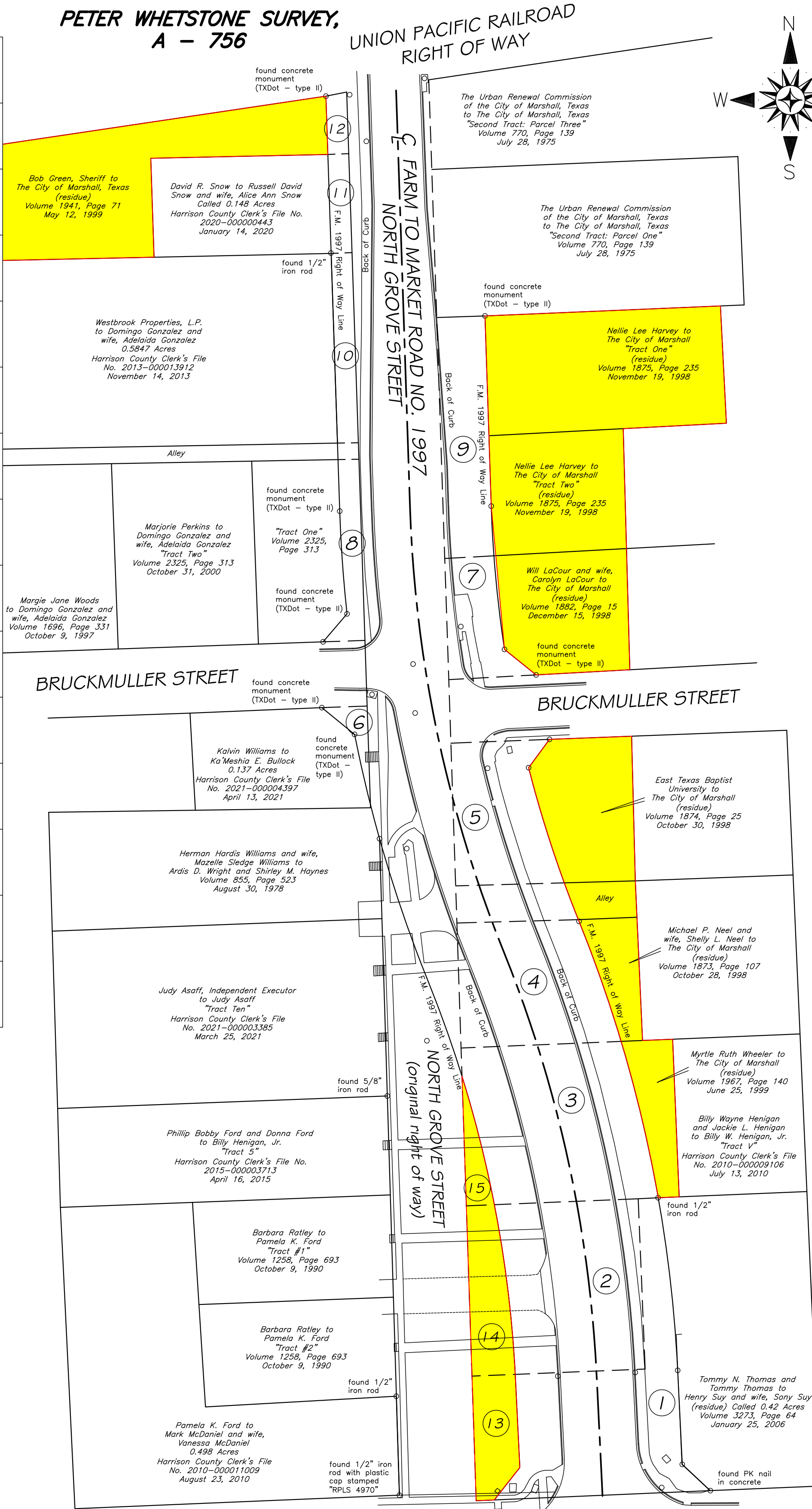
# CITY OF MARSHALL, HARRISON COUNTY, TEXAS

## PETER WHETSTONE SURVEY, A - 756

UNION PACIFIC RAILROAD  
RIGHT OF WAY

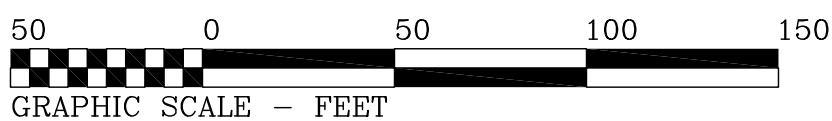


1	The City of Marshall, Texas to The State of Texas 0.217 Acres Volume 2018, Page 254 July 26, 1999
2	The City of Marshall, Texas to The State of Texas 0.193 Acres Volume 2018, Page 261 July 26, 1999
3	The City of Marshall, Texas to The State of Texas 0.220 Acres Volume 2018, Page 267 July 26, 1999
4	The City of Marshall, Texas to The State of Texas 0.148 Acres Volume 2018, Page 273 July 26, 1999
5	The City of Marshall, Texas to The State of Texas 0.111 Acres Volume 2018, Page 279 July 26, 1999
6	James M. Puckett and wife, Sarah J. Puckett to The State of Texas 0.010 Acres Volume 1946, Page 158 May 13, 1999
7	The City of Marshall, Texas to The State of Texas 0.057 Acres Volume 2018, Page 285 July 26, 1999
8	Billy Ray Perkins and Marjorie Perkins to The State of Texas 0.032 Acres Volume 1900, Page 322 January 13, 1999
9	The City of Marshall, Texas to The State of Texas 0.096 Acres Volume 2018, Page 291 July 26, 1999
10	Fred Taylor and Ruth Taylor to The State of Texas 0.035 Acres Volume 1948, Page 263 March 2, 1999
11	East Texas Baptist University to The State of Texas 0.035 Acres Volume 1874, Page 19 October 30, 1998
12	The City of Marshall, Texas to The State of Texas 0.010 Acres Volume 2018, Page 297 July 26, 1999
13	Tommy Thomas and wife, Dolores Thomas to The City of Marshall 0.043 Acres Volume 1967, Page 143 June 25, 1999
14	John H. Sallee to The City of Marshall (residue) Volume 1895, Page 80 January 8, 1999
15	Myrtle Ruth Wheeler to The City of Marshall (residue) Volume 1967, Page 140 June 25, 1999



U.S. HIGHWAY NO. 80  
WEST GRAND AVENUE

**APPROX. 1.094 ACRES  
IN AGGREGATE**



**PRELIMINARY**

PREPARED FOR:  
**EAST TEXAS  
BAPTIST UNIVERSITY**

4901 E End Blvd S.  
Marshall, Tx 75672  
www.mtxsurveying.com  
903.471.8391  
TBPLS Firm No. 10194253

Date: 02/08/2022 Scale: 1" = 50'  
Drawn By: KNG Surveyed By: JB  
Job No.: 220062 File: 220062