

**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
REGULAR CITY COUNCIL MEETING**
February 26, 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 Items to be Withdrawn From Consent Agenda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 January 15, 2026, Special-Called City Council Meeting. (City Secretary)
- B. Consider approval of the first of four (1 of 4) annual renewal options of the contract with Ferguson Waterworks for FY2026 Water and Sewer Pipe Supplies. (Public Works)
- C. Consider approval of the first of four (1 of 4) annual renewals of the contract with Ferguson Waterworks for FY2026 Parts and Supplies. (Public Works)
- D. Presentation of the City of Marshall Investment Report for the Fourth Quarter of 2025. (Finance)
- E. Consider approval of a 3-year contract for retail recruitment services between Marshall EDC and Retail Strategies, LLC, with a recurring payment of \$50,000 per year, totaling \$150,000. (Marshall EDC)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Public Hearing & Ordinance

- A. Conduct a public hearing to consider an application to change the street name from Rodgers to Rogers in Marshall. (Planning)
- B. Conduct a public hearing to consider approval of an ordinance for an application to rezone 3600 Rosborough Springs Rd, Parcel ID R1625, a 5.5 acre lot, Subdivision 747 A Whetstone from A-E (Agriculture & Estate) to MF (Multifamily). (Planning)

9. Ordinance

- A. Consider approval of an ordinance correcting Marshall City Charter Section 3.06 Prohibitions, Section 6.11 Independent Audit, Section 10.02 Power of Referendum, and Section 11.07 Penalties and Remedies Concerning Public Utilities for Clerical Amendments; Providing for Findings of Fact, Enactment, Publication, Severability, Repealer, Proper Notice and Meeting; and providing an effective date. (Charter Committee / City Attorney / City Secretary)

10. Resolution

- A. Consider approval of a resolution adopting the City of Marshall Investment Policy. (Finance)

11. Action Items for City Council Consideration

- A. Consider approval to award a contract for the I-20 Utility Relocation Project (\$6,062,316.00). (Public Works)
- B. Consider and deliberate the offer to purchase that 1.25 acre lot owned by the City of Marshall at 3610 Elysian Fields Ave. by The Turbolaters Rentals, LLC pursuant to Texas Government Code §253.014. (City Attorney / City Manager)
- C. Consider approval to award a contract for CDBG Smith Park Improvements to the lowest bidder, Casey Slone Construction, in the total amount of \$174,239.00, and authorize the City Manager to execute all necessary contract documents. (Assistant City Manager)

12. Discussion and Reports for City Council Consideration and Direction

- A. Marshall Police Department 2025 Annual Report. (Police)
- B. Marshall Fire Department 2025 Annual Report. (Fire)
- C. Overview of the Information Campaign on Water & Sewer Rates. (Community Engagement)
- D. Discussion Concerning Council Communications with City Staff and Among Councilmembers.

13. Executive Session

- A. 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.

- 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 Lyfi.
- C. 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 Paramount.
- D. 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 of appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.
- E. 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 of appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary.

14. Action Item Following Executive Session

- A. Consider approval of EDC Incentives & Performance Agreement for Project 2400, as discussed in Executive Session.
- B. Consider approval of EDC Incentives & Performance Agreement for Project Lyfi, as discussed in Executive Session.

15. Adjournment

Posted: February 20, 2026
 5:00 PM
 N. Smith

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.

**TAXPAYER IMPACT STATEMENT
 FOR THE CITY OF MARSHALL**

Pursuant to §551.043 Texas Government Code

PROPOSED TAX RATE	<u>\$0.58151830 per \$100</u>
NO-NEW-REVENUE TAX RATE	<u>\$0.53189530 per \$100</u>
VOTER-APPROVAL TAX RATE	<u>\$0.58151830 per \$100</u>
2025 MEDIAN* TAXABLE HOMESTEAD VALUE	<u>\$113,080</u>
2025 EST OF TAX ON MEDIAN HOMESTEAD @ PROPOSED RATE	<u>\$657.58</u>
2025 EST OF TAX ON MEDIAN HOMESTEAD @ NO-NEW-REVENUE RATE	<u>\$601.47</u>

The Texas Legislature has amended §551.043 of the Texas Government Code to require a Taxpayer Impact Statement to be included with a governing body's notice of meeting to adopt budgets and tax rate.

The tax rate proposed this year by the City Council of the CITY OF MARSHALL is \$0.58151830/ \$100 of value.

The median taxable value of a homesteaded property in the CITY OF MARSHALL for 2025 is \$113,080.

The proposed tax rate would result in an estimated tax on the median homestead of \$657.58.

If the City Council of the CITY OF MARSHALL adopted a tax rate equal to this year's no-new-revenue rate of \$0.53189530/ \$100 of value, the tax on the median homestead property for 2025 would be \$601.47.

**The Texas Legislature has required the use of the median homestead value for this statement. The median taxable value will differ from the average taxable value contained in other statutory tax transparency notices.*



TO: City Council
DATE: February 26, 2026
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the January 15, 2026, Special-Called City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the January 15, 2026, Special-Called City Council Meeting.

Executive Summary: Minutes from the January 15, 2026, Special-Called City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 1.15.26 minutes

Jean Birmingham Council
Chambers, City Hall
401 South Alamo
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Members
Amy Ware, District 4 - Mayor
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Leo Morris, District 2
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Amanda Abraham, District 6
Micah Fenton, District 7

MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
January 15, 2026
6:00 PM

1. Call to Order and Roll Call

Mayor Amy Ware called the Special-Called meeting to order in the Council Chambers, City Hall at 6:01 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Dathaniel Campbell
Councilmember Risa Jordan-Anderson

ABSENT: Councilmember Micah Fenton **Motion to Excuse: Councilmember Jordan-Anderson Second: Councilmember Abraham Vote: 6:0**

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, City Manager
Scott Rectenwald, City Attorney
Doug Box, Interim Public Works Director
Randy Pritchard, Support Services Director
Reggie Cooper, Facilities and Code Director
Rebecca Roseberry, Interim Finance Director
Tom Forrest, Interim Planning & Development Director
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director
Cliff Carruth, Police Chief
Nikki Smith, City Secretary

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

- A. Presentation of the Employee of the 4th Quarter 2025 and Employee of the Year 2025. (Employee Engagement Committee)
Aleena Sepulvado, Employee Engagement Committee, presented the Employee of the 4th Quarter 2025 and Employee of the Year 2025, Nathan Harris, Facilities. The

sponsor for the Employee of the 4th Quarter is Kim Jeans Realty and the sponsors for the Employee of the Year are Steve and Penny Carlile. Nathan Harris thanked everyone for this recognition and said it is a pleasure to work for the City of Marshall.

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.

There were no citizen comments.

5. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the 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.

Councilmember Godfrey made a motion to approve the Consent Agenda.

Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

- A. Consider approval of the minutes from the October 23, 2025, Special-Called City Council Work Session. (City Secretary)
- B. Consider approval of the minutes from the October 23, 2025, Regular City Council Meeting. (City Secretary)
- C. Consider approval of the minutes from the November 20, 2025, Special-Called City Council Meeting. (City Secretary)
- D. Consider approval of a contract for Chief Wastewater Plant Operator (\$75,000). (Public Works)
- E. Consider approval of the purchase of 1 new 18" control valve for the Raw Water Pump Station (\$88,252.69). (Public Works)
- F. Consider approval of the completed project and release of retainage for electrical and plumbing work at the City Arena to LFA4 Enterprises, LLC (TIPS Contract 24010402), not to exceed \$6,113.60. (Facilities)

7. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Public Hearing & Ordinance

- A. Conduct a Public Hearing and consider approval of an ordinance Amending Ordinance No. 0-87-13 to rezone Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business). (Planning)

Tom Forrest, Interim Planning & Development Director, stated the applicant, Mr. Pilkington, is requesting to rezone Block 1 in the 2500 Block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business). The Planning and Zoning Commission met on December 8, 2025, and approved the rezone with a unanimous vote. The applicant intends to build an office and storage building, with no customer traffic and will include a privacy fence.

Mayor Ware opened the Public Hearing.

Randy Pilkington, 3591 US Hwy 59 N, provided a copy of the survey, information about his business and the reasoning for the rezone request.

Councilmember Abraham asked if Mr. Pilkington owned all the blocks, which he does, and they're not being rezoned at this time. It was mentioned that Block 4 is owned by someone else, but the intended building would be in line with what is there.

Mayor Ware closed the Public Hearing.

Councilmember Abraham made a motion to approve an ordinance amending Ordinance No. 0-87-13, to rezone Block 1, an approximately 5.07 acre portion of Parcel ID R22674, an approximately 11.060 acre tract of land, Blk 1-3, Subd Davidson, SHED, in the 2500 block of Lake Street from A-E (Agriculture & Estate) to C-3 (General Business). Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

9. Ordinance

- A. Consider approval of an ordinance amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances of the City of Marshall, Texas, repealing and amending certain sections regarding garbage and increasing the solid waste collection and disposal fees; finding that the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act; repealing all ordinances in conflict herewith; and establishing an effective date of February 1, 2026. Alex Agnor, Asst. City Manager/Economic Development & Strategic Initiatives Director, stated the solid waste contract extension/renewal was approved on September 11, 2025. This item is regarding rates for customers that will go into effect on February 1, 2026.

Councilmember Godfrey asked what the ordinance number was. It was explained the number would be assigned after the ordinance was approved.

Councilmember Campbell made a motion to approve an ordinance amending

Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances of the City of Marshall, Texas, repealing and amending certain sections regarding garbage and increasing the solid waste collection and disposal fees; finding that the meeting at which this ordinance was passed was conducted in strict compliance with the Texas open meetings act; repealing all ordinances in conflict herewith; and establishing an effective date of February 1, 2026. Councilmember Abraham seconded the motion, which passed by a vote of 6:0.

10. Resolution

- A. Consider approval of a resolution designating an official newspaper for the City of Marshall for Fiscal Year 2026. (City Secretary)
Nikki Smith, City Secretary, stated this item is for the annual approval of the designation of an official newspaper per the Texas Local Government Code Section 52.004. Nikki Smith asked for approval of the resolution.

Councilmember Godfrey made a motion to approve a resolution designating an official newspaper for the City of Marshall for Fiscal Year 2026. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

- B. Consider approval of a resolution denying Southwestern Electric Power Company's request for approval of its proposed "electric service – large load contract" tariff; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities and authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. (City Attorney)
Scott Rectenwald, City Attorney, stated SWEPCO filed a petition for a tariff with reasons listed in the information provided in the resolution. This resolution gives council the opportunity to participate in the proceedings by engaging the Herrera Law Firm with other Cities Advocating Reasonable Deregulation (CARD) cities. The effective date would be February 2, 2026. To avoid an approval by operation of law, this resolution will need to be passed.

Councilmember Godfrey made a motion to approve a resolution denying Southwestern Electric Power Company's request for approval of its proposed "electric service – large load contract" tariff; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities and authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

11. Action Items for City Council Consideration

- A. Consider approval of an invoice in the amount of \$69,900 to Foster & Foster for actuarial support provided for the discussions with the Fire Pension Board in the

development of the Joint Funding Plan as approved by Council on 12-12-25.
(Administration)

Melissa Vossmer, City Manager, stated staff has been working for the last several months with Foster & Foster to develop a Joint Funding Plan. The original appointment of Foster & Foster was at the June 12, 2025 meeting, and at that time it was unclear what the amount for their services would be. There will be two (2) invoices, the one currently on the agenda for \$69,900, and the second in the near future. Melissa Vossmer stated that Brad Henrich played a vital role in the establishment of the plan, and it could not have been done without him as it was a huge undertaking.

Mayor Ware reiterated that Brad Henrich played a vital role in the establishment of the plan, and it could not have been done without him as it was a huge undertaking. Mayor Ware also thanked Melissa Vossmer for her role in the establishment of the plan.

Councilmember Godfrey thanked Mayor Ware for her efforts in the establishment of the plan as well.

Councilmember Godfrey made a motion to approve an invoice in the amount of \$69,900 to Foster & Foster for actuarial support provided for the discussions with the Fire Pension Board in the development of the Joint Funding Plan as approved by Council on 12-12-25. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0.

12. Discussion and Reports for City Council Consideration and Direction

A. Presentation of the City of Marshall Investment Report First, Second and Third Quarters of 2025. (Finance)

Melissa Vossmer provided introductory comments regarding the challenges with producing reports due to software and having staff without municipal experience. Melissa Vossmer provided a summary of the investment report for the first, second and third quarters of 2025 and the financial report through November 30, 20205.

Becky Roseberry, Interim Finance Director, stated the information provided was in the required format, and addressed a question that was asked during briefings about what LOGIC is, which is an investment tool used by Hilltop. Becky Roseberry also stated the interest earned was at \$.5 million.

Councilmember Campbell inquired if the interest earned was shown, should the interest cost also be shown. Becky Roseberry stated she would make a note on the interest.

Melissa Vossmer stated the notices of bids are being published and draw-downs will be seen in about four (4) months.

Councilmember Abraham stated the audits were not being reconciled timely. Many of the accounts are now current. Becky Roseberry stated at the end of the audit 95% will be cleared.

B. Presentation of the City of Marshall Financial Report through November 30, 2025. (Finance)

Melissa Vossmer informed the council that in the packet the spreadsheet was picked up instead of the report.

Becky Roseberry stated the directors are doing well at staying within their budgets. With help from Jimmie Rambo, Support Services Assistant Director, Becky Roseberry was able to generate a report for the directors. Only a few departments have gone over their budgets, but the overages were expected and can be explained. There will be some carryovers and budget amendments to be brought to council in February.

- C. Discussion and Direction on the review of proposals received for the management of the recruitment of the new City Manager for the City of Marshall.

Melissa Vossmer shared the schedule of recruitment firms. The bid closed and six (6) companies submitted proposals. Melissa Vossmer stated there are three options: 1. staff reviews and makes recommendations, 2. a council committee is formed and reviews and makes recommendations, or 3. the full council review and makes a determination.

Mayor Ware stated she would prefer this to be an agenda item for the full council. Melissa Vossmer stated she could distribute the proposals Monday and set a timeline.

Councilmember Jordan-Anderson asked if the proposals should be reviewed by the council and community members. Melissa Vossmer stated that would be up to the council. Councilmember Abraham said that would not be necessary and would hold up the process.

Councilmember Abraham asked to have the packet sent to council for them to narrow it down to their top three and make a decision at the next meeting.

Mayor Ware asked staff to make the packets available to council and then council will submit their choices by the end of the day Tuesday.

- D. Report concerning the Hwy. 80 Cave-in, Repairs and Schedule. (Public Works)
Doug Box, Interim Public Works Director, stated that Highway 80 is open, the barricades are gone, and the lanes are open. Lee Street will be completed in about two and a half weeks. Doug Box provided photos of the work done to clean up and replace the area. The first pay request has been received, and it will be reviewed. The local company that was used was very professional and safe.

Councilmember Abraham asked what the name of the company was, which Doug Box stated was Williams Road and Bridge LLC. Councilmember Abraham thanked Doug Box for how fast the project was done.

Mayor Ware stated that people sometimes forget how old the city is and how resourceful people were with repurposing items.

Councilmember Campbell stated he would like to have the stats of how much pipe was laid, loads of dirt, etc.

13. Executive Session

Councilmember Abraham made a motion to convene into Executive Session. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 6:0. The time was 7:02 PM.

- A. 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.

Councilmember Abraham made a motion to reconvene from Executive Session. Councilmember Campbell seconded the motion, which passed by a vote of 6:0. The time was 7:25 PM.

14. Action Item Following Executive Session

- A. Consider approval of a Letter of Intent and Performance Agreement incentives for Project 2400. (Marshall EDC)

Councilmember Abraham made a motion to approve the letter of intent for the performance agreement as discussed in executive session. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

15. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: February 26, 2026
ITEM #: 6.B
SUBJECT: Consider approval of the first of four (1 of 4) annual renewal options of the contract with Ferguson Waterworks for FY2026 Water and Sewer Pipe Supplies. (Public Works)

Recommendation for Action: Motion to approve the renewal of an existing contract with Ferguson Waterworks for Water and Sewer Pipe Supplies.

Executive Summary:

The City conducted a competitive bidding process in late fall 2024 for the procurement of water and sewer pipe supplies to support essential infrastructure projects and the day-to-day operations of the Distribution and Collection Division of Public Works. The bidding period closed on December 18, 2024, and the contract was awarded to Ferguson Waterworks on January 23, 2025 for FY2025. Ferguson Waterworks was the sole bidder and submitted a complete and responsive proposal. Upon evaluation, staff determined that Ferguson Waterworks met all requirements and specifications outlined in the bid documents.

City staff recommend exercising one (1) of the four (4) available renewal options for Fiscal Year 2026 under the existing contract with Ferguson Waterworks. The total renewal amount is \$301,510 if all water and sewer pipe materials are purchased under the agreement.

Approval of this renewal will ensure the continued availability of critical materials necessary to support ongoing water and wastewater infrastructure projects and daily operational needs while maintaining compliance with the City's procurement policies.

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

Budget Cost: \$301,510 (maximum amount if we were to purchase all items)

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments:

1. Marshall Renewal 1 2026-WSU-001 Pipe
2. Contract Pricing 2026 WSU001

Deliver To: From: Richard Cunningham chase.cunningham@ferguson.com Comments:
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FERGUSON WATERWORKS #788

Price Quotation
Phone: 903-508-6341
Fax: 903-526-0003

Bid No: B623482
Bid Date: 02/12/26
Quoted By: RCC

Cust Phone: 903-934-7823
Terms: NET 10TH PROX

Customer: CITY OF MARSHALL
401 S ALAMO BLVD
MARSHALL, TX 75670

Ship To: CITY OF MARSHALL
401 S ALAMO BLVD
MARSHALL, TX 75670

Cust PO#:

Job Name: RENEWAL #1 WSU001

Item	Description	Quantity	Net Price	UM	Total
SECTION A: WATER PIPE					

DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	1000	4.370	FT	4370.00
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	5000	8.860	FT	44300.00
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	3000	15.220	FT	45660.00
DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	1000	22.840	FT	22840.00
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	1000	32.190	FT	32190.00
DR18BP16	16 C900 DR18 CL235 PVC GJ BLUE PIPE	500	45.550	FT	22775.00
DR18BP20	20 C900 DR18 CL235 PVC GJ BLUE PIPE	500	71.750	FT	35875.00
	SUBTOTAL				208010.00

SECTION B: SEWER PIPE					

SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE	1000	2.380	FT	2380.00
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	5000	5.270	FT	26350.00
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	3000	9.530	FT	28590.00
SDR26HWSP1014	10X14 SDR26 HW PVC GJ SWR PIPE	1000	14.870	FT	14870.00
SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	1000	21.310	FT	21310.00
	SUBTOTAL				93500.00
Net Total:					\$301510.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$301510.00



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=50029>

FERGUSON WATERWORKS #788
Price Quotation

Fax: 903-526-0003

12:03:59 FEB 12 2026

Reference No: B623482

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=50029>

Ferguson Waterworks Contract Pricing

City Project: 2025 Water\Sewer Pipe Supplies

City Project Number: 2025-WSU-001



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	Ferguson Waterworks 2025 Pricing		Ferguson Waterworks 2026 Pricing	
				<u>UNIT PRICE</u>	<u>EXTENDED COST</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
A1	4" PVC Pipe C-900 DR 18	LF	1,000	\$ 4.96	\$ 4,960.00	\$ 4.37	\$ 4,370.00
A2	6" PVC Pipe C-900 DR 18	LF	5,000	\$ 10.10	\$ 50,500.00	\$ 8.86	\$ 44,300.00
<u>A3</u>	8" PVC Pipe C-900 DR 18	LF	3,000	\$ 17.34	\$ 52,020.00	\$ 15.22	\$ 45,660.00
<u>A4</u>	10" PVC Pipe C-900 DR 18	LF	1,000	\$ 26.02	\$ 26,020.00	\$ 22.84	\$ 22,840.00
<u>A5</u>	12" PVC Pipe C-900 DR 18	LF	1,000	\$ 36.65	\$ 36,650.00	\$ 32.19	\$ 32,190.00
<u>A6</u>	16" PVC Pipe C-900 DR 18	LF	500	\$ 45.55	\$ 22,775.00	\$ 45.55	\$ 22,775.00
<u>A7</u>	20" PVC Pipe C-900 DR 18	LF	500	\$ 71.75	\$ 35,875.00	\$ 71.75	\$ 35,875.00
SUB-TOTAL:				\$ 228,800.00		\$ 208,010.00	
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
B1	4" PVC Pipe SDR26 w\ Bell & Gasket	LF	1,000	\$ 2.70	\$ 2,700.00	\$ 2.38	\$ 2,380.00
B2	6" PVC Pipe SDR26 w\ Bell & Gasket	LF	5,000	\$ 6.01	\$ 30,050.00	\$ 5.27	\$ 26,350.00
<u>B3</u>	8" PVC Pipe SDR26 w\ Bell & Gasket	LF	3,000	\$ 10.87	\$ 32,610.00	\$ 9.53	\$ 28,590.00
<u>B4</u>	10" PVC Pipe SDR26 w\ Bell & Gasket	LF	1,000	\$ 16.94	\$ 16,940.00	\$ 14.87	\$ 14,870.00
<u>B5</u>	12" PVC Pipe SDR26 w\ Bell & Gasket	LF	1,000	\$ 24.33	\$ 24,330.00	\$ 21.31	\$ 21,310.00
SUB-TOTAL:				\$ 106,630.00		\$ 93,500.00	
GRAND TOTAL:				\$ 335,430.00		\$ 301,510.00	



TO: City Council
DATE: February 26, 2026
ITEM #: 6.C
SUBJECT: Consider approval of the first of four (1 of 4) annual renewals of the contract with Ferguson Waterworks for FY2026 Parts and Supplies. (Public Works)

Recommendation for Action: Motion to approve the renewal of an existing contract with Ferguson Waterworks for Parts and Supplies.

Executive Summary:

The City initiated a competitive bidding process for water and sewer parts and supplies to support operations within the Distribution and Collection Division in the late fall of 2024. Bids were opened on December 18, 2024, with three vendors submitting proposals: Ferguson Waterworks, Underground Utility Supply, and Texarkana Winwater.

Upon evaluation:

- Ferguson Waterworks and Underground Utility Supply submitted complete bids for all sections.
- Texarkana Winwater submitted a bid for Section J (Fire Hydrants) only.

After a comprehensive review of pricing, responsiveness, and compliance with bid specifications, staff recommended awarding all sections to Ferguson Waterworks due to their competitive pricing, reliability, and full compliance with bid requirements. The contract was originally awarded on January 23, 2025, with four (4) one-year renewal options.

For FY2026, pricing will increase between approximately 3% and 10%, depending on the individual item. Despite these adjustments, Ferguson Waterworks remains competitively priced and continues to provide dependable service and product availability.

The total potential contract value, if all items were purchased, is \$605,623.28; however, the City does not typically purchase every item listed and will procure materials on an as-needed basis to meet operational demands.

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

Budget Cost:

\$605,623.28 (maximum amount if all items in the bid list were to be purchased)

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments: 1. Marshall Renewal 1 2026-WSU-002 Fittings Parts Supplies

2. LP2026 Import Price Increase Announcement
3. Price increase notification – Import Fittings, Accessory Products and Municipal Castings
4. 01-02-26_Plastic_Fittings_Price_Increase
5. July 1 2025 Discount Change Notice (1)
6. 2025 List Price Change Notification March 1st (1)
7. Ford - Price Increase Letter - February 25 (1)
8. Jan 2026 Price Increase Letter All Series (1)
9. Jan 16,2026
10. MUELLER Price Increase Letter - Feb 16, 2026
11. Price increase July 1, 2025

<p>Deliver To: From: Richard Cunningham chase.cunningham@ferguson.com Comments:</p>

FERGUSON WATERWORKS #788

Price Quotation
Phone: 903-508-6341
Fax: 903-526-0003

Bid No: B617691
Bid Date: 12/08/25
Quoted By: SBS

Cust Phone: 903-934-7823
Terms: NET 10TH PROX

Customer: CITY OF MARSHALL
401 S ALAMO BLVD
MARSHALL, TX 75670

Ship To: CITY OF MARSHALL
605 E END BLVD SOUTH
MARSHALL, TX 75670

Cust PO#:

Job Name: Renewal (#1) 2025-wsu-002 - Bid 1

Item	Description	Quantity	Net Price	UM	Total
=====					
2025-WSU-002					
FITTINGS, PARTS, SUPPLIES					
=====					

SECTION A - SERV BRASS					

FF11003GNL	LF 3/4 MIP X CTS GJ CORP ST	150	39.290	EA	5893.50
FF10004GNL	LF 1 CC X CTS GRIP COMP CORP ST	75	59.430	EA	4457.25
FB11233WRNL	LF 3/4 B11-233WR-NL BV	50	41.750	EA	2087.50
FBL11233WRNL	LF 3/4 BL11-233WR-NL BV	50	44.130	EA	2206.50
FB11333WRNL	LF 3/4 360 FIP X FIP STRT BV	50	65.600	EA	3280.00
SP-FB11333WR333NL	3/4 FIPXFIP BALL CURB 360 ROT	150	72.090	EA	10813.50
FB11444WRNL	LF 1 B11-444WR-NL BV	50	99.880	EA	4994.00
FB11444WNL	LF 1 FIP X FIP BALL CURB ST LW	75	112.130	EA	8409.75
FB21333WNL	LF 3/4 FLR X FIP BALL CURB ST LW	100	75.630	EA	7563.00
FB21444WNL	LF 1 FLR X FIP BALL CURB ST LW	75	105.750	EA	7931.25
FB41333WGNL	LF 3/4 B41-333W-G-NL BV	150	72.390	EA	10858.50
FB41444WGNL	LF 1 CTS GRIP COMP X FIP CURB ST	75	109.820	EA	8236.50
FB43232WGNL	LF 3/4 CTS GRIP X MTR BALL CURB LW	150	54.120	EA	8118.00
FB43444WGNL	LF 1 MTR X CTS GJ BV	75	122.480	EA	9186.00
FC8433GNL	LF 3/4 MIP X 3/4 CTS GJ COMP COUP	25	18.010	EA	450.25
FC8444GNL	LF 1 MIP X 1 CTS GRIP COMP C	25	21.350	EA	533.75
FC1433GNL	LF 3/4 FIP X CTS GRIP COMP COUP	25	18.960	EA	474.00
FC1444GNL	LF 1 FIP X CTS GRIP COMP COUP	25	25.710	EA	642.75
FC4433GNL	LF 3/4 CTS X CTS GJ COMP COUP	75	21.940	EA	1645.50
FC4444GNL	LF 1 CTS X CTS GJ COMP COUP	75	25.090	EA	1881.75
FKV43332WGNL	LF 3/4 CTS GRIP X MTR ANG KEY VLV	50	47.820	EA	2391.00
FKV43444WGNL	LF 1 CTS COMP X MTR ANG KEY VLV	25	65.450	EA	1636.25
FC382325NL	LF 3/4X2-1/2 MIP STRT MTR COUP	300	11.700	EA	3510.00
FC38442NL	LF 1X2 MIP STRT MTR COUP	150	17.508	EA	2626.20
	SUBTOTAL				109826.70

MALLEABLE BRS & NIPPLES					

GBRNFCL	LF 3/4XCLOSE BRS NIP GBL	50	3.690	EA	184.50



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Fax: 903-526-0003

11:11:49 FEB 12 2026

Reference No: B617691

Item	Description	Quantity	Net Price	UM	Total
GBRNFK	LF 3/4X2 BRS NIP GBL	50	4.390	EA	219.50
GBRNFM	LF 3/4X3 BRS NIP GBL	50	6.030	EA	301.50
GBRNFP	LF 3/4X4 BRS NIP GBL	50	7.810	EA	390.50
GBRNFU	LF 3/4X6 BRS NIP GBL	25	10.990	EA	274.75
IBRLF9F	LF 3/4 BRS 90 ELL	50	6.390	EA	319.50
IBRLF9G	LF 1 BRS 90 ELL	50	9.550	EA	477.50
IBRLFTF	LF 3/4 BRS TEE	25	8.020	EA	200.50
IBRLFTG	LF 1 BRS TEE	50	13.680	EA	684.00
GBRNGCL	LF 1XCLOSE BRS NIP GBL	50	5.220	EA	261.00
GBRNGK	LF 1X2 BRS NIP GBL	50	6.592	EA	329.60
GBRNGM	LF 1X3 BRS NIP GBL	50	8.573	EA	428.65
GBRNGP	LF 1X4 BRS NIP GBL	50	9.969	EA	498.45
GBRNGU	LF 1X6 BRS NIP GBL	30	14.400	EA	432.00
GBRNKX	LF 2X8 BRS NIP GBL	25	42.900	EA	1072.50
GBRNK10	LF 2X10 BRS NIP GBL	25	52.220	EA	1305.50
IBRLFTK	LF 2 BRS TEE	20	43.780	EA	875.60
	SUBTOTAL				8255.55

RESETTERS					

FVB427WNL	LF 5/8X3/4X7 MTR RSTR	50	121.170	EA	6058.50
FVB429WNL	LF VB42-9W-NL MTR RSTR	50	122.510	EA	6125.50
FVB4212WNL	LF 5/8X3/4X12 MTR RSTR	50	126.580	EA	6329.00
FVB4215WNL	LF VB42-15W-NL MTR RSTR	50	131.560	EA	6578.00
FVB4218WNL	LF VB42-18W-NL MTR RSTR	50	148.740	EA	7437.00
	SUBTOTAL				32528.00

METER COUPLINGS					

FC38232NL	LF 3/4X2 MIP STRT MTR COUP	50	11.700	EA	585.00
FC382325NL	LF 3/4X2-1/2 MIP STRT MTR COUP	50	11.696	EA	584.80
FC38233NL	LF 3/4X3 MIP STRT MTR COUP	50	14.180	EA	709.00
FC38442NL	LF 1X2 MIP STRT MTR COUP	50	17.510	EA	875.50
FC38442625NL	LF 1X2-5/8 MIP STRT MTR COUP	50	18.010	EA	900.50
	SUBTOTAL				3654.80

PSMCGF	3/4 X 1/8 RUB MTR COUP GSKT	100	0.120	EA	12.00
PSMCGG	1 X 1/8 RUB MTR COUP GSKT	100	0.310	EA	31.00

PSXMFK	LF BRZ 2 MTR FLG KIT PR	50	99.860	EA	4993.00
	SUBTOTAL				5036.00

SECTION B - METER BOXES					

DDFW1300123	13X18X12 STD BX W/ BLUE LID *X	50	25.210	EA	1260.50
DDFW1600123	16X22X12 JMBO MTR BX W/ BLUE LID	50	41.780	EA	2089.00
DDFW37C123A	17X11X12 MTR BX W/ BLUE AMR LID	50	129.710	EA	6485.50
SP-DDFW65C14AF3	26X15X14 MTR BX W/ SLD BLUE LID	50	251.680	EA	12584.00
DDFW12003LID	12 BLU SLD PLAS LID ONLY	25	9.570	EA	239.25
DDFW15003LID	16X22 JMBO MTR BX BLUE LID ONLY	25	15.400	EA	385.00
SP-DDFW37CAF3LID	17X11 PLAS MTR BX BLUE LID	25	58.840	EA	1471.00
SP-DDFW65CAF3LID	26X15 PLAS MTR BX BLUE LID	25	107.140	EA	2678.50
	SUBTOTAL				27192.75

SECTION C - VALVE BOXES					

PSVB461SW	2PC SCRW 10T/15B COMP CI VLV BX WTR	50	65.076	EA	3253.80
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	50	87.444	EA	4372.20
IVBLIDW	5-1/4 CI VLV BX LID WTR	30	14.905	EA	447.15

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11:11:49 FEB 12 2026

Reference No: B617691

Item	Description	Quantity	Net Price	UM	Total
IVBR514G	5-1/4X1 VLV BX RSR	30	18.085	EA	542.55
IVBR514J	5-1/4X1-1/2 VLV BX RSR	30	23.153	EA	694.59
IVBR514K	5-1/4X2 VLV BX RSR	30	23.153	EA	694.59
	SUBTOTAL				10004.88

SECTION D - CLAMPS					

S22600023807000	2X7-1/2 1B REP CLMP 2.35-2.63	40	64.590	EA	2583.60
S22600023812000	2X12-1/2 1B REP CLMP 2.35-2.63	30	114.650	EA	3439.50
S22600023815000	2X15 1B REP CLMP 2.35-2.63	20	131.880	EA	2637.60
	SUBTOTAL				8660.70

S22600048007000	4X7-1/2 1B REP CLMP 4.74-5.14	20	87.260	EA	1745.20
S22600048010000	4X10 1B REP CLMP 4.74-5.14	20	117.990	EA	2359.80
S22600048012000	4X12-1/2 FC REP CLMP 4.74-5.14	20	142.990	EA	2859.80
S22600048015000	4X15 1B REP CLMP 4.74-5.14	10	172.490	EA	1724.90

S22600069007000	6X7-1/2 1B REP CLMP 6.84-7.24	20	102.970	EA	2059.40
S22600069010000	6X10 1B REP CLMP 6.84-7.24	20	139.670	EA	2793.40
S22600069012000	6X12-1/2 1B REP CLMP 6.84-7.24	10	164.690	EA	1646.90
S22600069015000	6X15 1B REP CLMP 6.84-7.24	10	191.390	EA	1913.90
S22600069020000	6X20 1B REP CLMP 6.84-7.24	10	277.330	EA	2773.30

S22600090507000	8X7-1/2 1B REP CLMP 8.99-9.39	15	123.190	EA	1847.85
S22600090510000	8X10 1B REP CLMP 8.99-9.39	15	162.990	EA	2444.85
S22600090512000	8X12-1/2 1B REP CLMP 8.99-9.39	10	197.260	EA	1972.60
S22600090515000	8X15 1B REP CLMP 8.99-9.39	10	235.040	EA	2350.40

S22600111007000	10X7-1/2 1B REP CLMP 11.04-11.44	15	149.940	EA	2249.10
S22600111010000	10X10 1B REP CLMP 11.04-11.44	15	202.580	EA	3038.70
S22600111012000	10X12-1/2 1B REP CLMP 11.04-11.44	10	232.890	EA	2328.90
S22600111015000	10X15 1B REP CLMP 11.04-11.44	10	293.500	EA	2935.00

S22600132007000	12X7-1/2 1B REP CLMP 13.10-13.50	10	169.110	EA	1691.10
S22600132010000	12X10 1B REP CLMP 13.10-13.50	10	224.920	EA	2249.20
S22600132012000	12X12-1/2 1B REP CLMP 13.10-13.50	5	272.160	EA	1360.80
S22600132015000	12X15 1B REP CLMP 13.10-13.50	5	338.200	EA	1691.00

S22820178210000	16X10 2B REP CLP 17.82-18.57	5	495.940	EA	2479.70
S22820171515000	16X15 2B REP CLP 17.15-17.90	5	702.050	EA	3510.25
S22820171520000	16X20 3B REP CLMP 17.15-17.90	5	953.090	EA	4765.45

S24400008403000	1/2X3 FC REDI-CLAMP .84	1	28.946	EA	28.95
S24400008406000	1/2X6 FC REDI-CLAMP .84	1	69.210	EA	69.21

S24400010503000	3/4X3 FC REDI-CLAMP 1.05	1	35.743	EA	35.74
S24400010506000	3/4X6 FC REDI-CLAMP 1.05	1	73.482	EA	73.48

S24400013203000	1X3 FC REDI-CLAMP 1.32	1	36.766	EA	36.77
S24400013206000	1X6 FC REDI-CLAMP 1.32	1	73.900	EA	73.90

S24400023803000	2X3 FC REDI-CLAMP 2.38	1	40.110	EA	40.11
S24400023806000	2X6 FC REDI-CLAMP 2.38	1	74.660	EA	74.66

S27400000480000	4 BELL JT LEAK CLMP 4.80-5.00	10	173.550	EA	1735.50
S27400000690000	6 BELL JT LEAK CLMP 6.90-7.10	10	190.860	EA	1908.60
S27400000905000	8 BELL JT LEAK CLMP 9.05-9.30	10	263.470	EA	2634.70
	SUBTOTAL				63503.12



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Reference No: B617691

Item	Description	Quantity	Net Price	UM	Total

MJ FITTINGS & ACCYS					

MJTLAU	6 MJ C153 TEE L/A	10	219.000	EA	2190.00
MJTLAX	8 MJ C153 TEE L/A	10	327.940	EA	3279.40
MJTLA10	10 MJ C153 TEE L/A	10	467.780	EA	4677.80
MJTLA12	12 MJ C153 TEE L/A	10	652.160	EA	6521.60
MJLSLAU	6X12 MJ C153 LONG SLV L/A	10	138.720	EA	1387.20
SSLCEP4	4 PVC WDG REST GLND PK *ONELOK	20	52.000	EA	1040.00
SSLCEP6	6 PVC WDG REST GLND PK *ONELOK	20	65.000	EA	1300.00
SSLCEP8	8 PVC WDG REST GLND PK *ONELOK	20	87.800	EA	1756.00
SSLCEP10	10 PVC WDG REST GLND PK *ONELOK	20	152.800	EA	3056.00
SSLCEP12	12 PVC WDG REST GLND PK *ONELOK	20	160.100	EA	3202.00
SSLDEP4	4 DI MJ WDG REST GLND PK *ONELOK	20	45.100	EA	902.00
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	20	56.100	EA	1122.00
SSLDEP8	8 DI MJ WDG REST GLND PK *ONELOK	20	76.400	EA	1528.00
SSLDEP10	10 DI MJ WDG REST GLND PK *ONELOK	20	108.100	EA	2162.00
SSLDEP12	12 DI MJ WDG REST GLND PK *ONELOK	20	145.500	EA	2910.00
SUBTOTAL					37034.00

SECTION F - SERVICE SADDLE					
SUBTOTAL					0.00

S31300025607000	2X3/4 CC DBL SDL 2.35-2.56	20	22.753	EA	455.06
S31300056307000	4-5X3/4 CC DBL SDL 4.74-5.63	20	33.813	EA	676.26
S31300076007000	6X3/4 CC DBL SDL 6.84-7.60	20	39.292	EA	785.84
S31300101007000	8-10X3/4 CC DBL SDL 8.54-10.10	20	45.101	EA	902.02
S31300121207000	10-12X3/4 CC DBL SDL 10.64-12.12	10	58.619	EA	586.19
S31300143207000	12-14X3/4 CC DBL SDL 12.62-14.32	10	69.959	EA	699.59
S31300188807000	16-18X3/4 CC DBL SDL 17.40-18.88	5	108.868	EA	544.34
SUBTOTAL					4649.30

S31300025609000	2X1 CC DBL SDL 2.35-2.56	10	22.765	EA	227.65
S31300056309000	4-5X1 CC DBL SDL 4.74-5.63	10	33.833	EA	338.33
S31300076009000	6X1 CC DBL SDL 6.84-7.60	10	39.314	EA	393.14
S31300101009000	8-10X1 CC DBL SDL 8.54-10.10	10	45.126	EA	451.26
S31300121209000	10-12X1 CC DBL SDL 10.64-12.12	10	58.652	EA	586.52
S31300143209000	12-14X1 CC DBL SDL 12.62-14.32	10	69.998	EA	699.98
S31300188809000	16-18X1 CC DBL SDL 17.40-18.88	10	108.936	EA	1089.36
SUBTOTAL					3786.24

S31300056315000	4-5X2 CC DBL SDL 5.00-5.63	10	43.247	EA	432.47
S31300076015000	6X2 CC DBL SDL 6.84-7.60	10	50.135	EA	501.35
S31300101015000	8-10X2 CC DBL SDL 8.54-10.10	10	54.864	EA	548.64
S31300121215000	10-12X2 CC DBL SDL 10.64-12.12	5	73.237	EA	366.19
S31300143215000	12-14X2 CC DBL SDL 12.62-14.32	5	88.163	EA	440.82
S31300188815000	16-18X2 CC DBL SDL 17.40-18.88	5	159.580	EA	797.90
SUBTOTAL					3087.37

S41100010501003	3/4X4-1/2 STL BLT COUP 1.05	30	35.560	EA	1066.80
S41100013201003	1X5 STL BLT COUP 1.32	25	36.620	EA	915.50
S41100019001003	1-1/2X5 STL BLT COUP 1.90	25	46.540	EA	1163.50
S41100023801003	2X5 STL BLT COUP 2.38	25	52.800	EA	1320.00
SUBTOTAL					4465.80

SECTION G - COUPLINGS					

K86054005416	2 HYMAX 2 REP COUP 2.10-3.03	1	160.390	EA	160.39
K86054010816	4 HYMAX 2 REP COUP 4.25-5.63	1	269.840	EA	269.84

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11:11:49 FEB 12 2026

Reference No: B617691

Item	Description	Quantity	Net Price	UM	Total
K86054016316	6 HYMAX 2 REP COUP 6.42-7.68	1	357.210	EA	357.21
K86054021716	8 HYMAX 2 REP COUP 8.54-9.84	1	407.570	EA	407.57
K86054027216	10 HYMAX 2 REP COUP 10.70-12.00	1	524.500	EA	524.50
K86054031516	12 HYMAX 2 REP COUP 12.40-13.66	1	619.010	EA	619.01
K86054027816	10 HYMAX 2 OS REP COUP 10.96-12.26	1	554.170	EA	554.17
K86054033416	12 HYMAX 2 OS REP COUP 13.15-14.41	1	740.830	EA	740.83
K8745402005412	*CVR* HYMAX 2 FLIP F/A OVAL 22.10-3	20	173.040	EA	3460.80
K8745403008812	3 HYMAX 2 FLG ADPT 3.46 - 4.33	20	245.600	EA	4912.00
	SUBTOTAL				12006.32

	SECTION H - SERVICE TUBE				

AX475250100	3/4X100 CTS 250 PSI NSF BLUE	15000	0.360	FT	5400.00
AX41250100	1X100 CTS 250 PSI NSF BLUE	6000	0.720	FT	4320.00
	SUBTOTAL				9720.00

	SECTION I - GATE VALVES				

CF6103KOL	2 THRD RW OL GATE VLV	10	398.780	EA	3987.80
CF6106LAPOL	4 FLG X MJ RW OL GATE VLV L/A	5	623.860	EA	3119.30
C263806211175009	6 MJ X FLG RW OL GATE VLV L/A C515	5	838.830	EA	4194.15
CF6106LAXOL	8 FLG X MJ RW OL GATE VLV L/A	5	1303.830	EA	6519.15
CF6106LA10OL	10 FLG X MJ RW OL GATE VLV L/A	5	2071.200	EA	10356.00
CF6106LA12OL	12 FLG X MJ RW OL GATE VLV L/A	5	2512.430	EA	12562.15
C263804301194009	4 DI MJ OL GATE VLV C515	5	653.250	EA	3266.25
CF6100LAUOL	6 MJ RW OL GATE VLV L/A	5	838.320	EA	4191.60
CF6100LAXOL	8 MJ RW OL GATE VLV L/A	5	1335.450	EA	6677.25
CF6100LA10OL	10 MJ RW OL GATE VLV L/A	5	2072.700	EA	10363.50
C263812301175009	12 DI MJ OL GATE VLV L/A *X	5	2634.550	EA	13172.75
MA23612370UOL	6 HYMAX GRIP RW OL GATE VLV	15	1113.590	EA	16703.85
MA23612370XOL	8 HYMAX GRIP RW OL GATE VLV	10	1727.170	EA	17271.70
	SUBTOTAL				112385.45

	SECTION J - HYDRANTS				

CF25465BLAOLM	5-1/4 VO 3 WAY HYD 3'0 BURY OL L/A	10	2563.930	EA	25639.30
CF2545514LAOLN	5-1/4 VO F2545 HYD 3'6 BURY OL L/A	10	2626.390	EA	26263.90
CF2545514LAOLP	5-1/4 VO F2545 HYD 4'0 BURY OL L/A	10	2747.950	EA	27479.50
CF2545514LAOLS	5-1/4 VO F2545 HYD 5'0 BURY OL L/A	10	2842.130	EA	28421.30
CF2545514LAOLU	5-1/4 VO F2545 HYD 6'0 BURY OL L/A	10	2959.430	EA	29594.30
	SUBTOTAL				137398.30

	SECTION K - FERNCO				

F100244	4 CLAY X 4 CI PVC COUP	50	6.160	EA	308.00
F100266	6 CLAY X 6 CI PVC COUP	50	12.950	EA	647.50
F100288	8 CLAY X 8 CI PVC COUP	50	19.810	EA	990.50
F10021010	10 CLAY X 10 CI PVC COUP	30	27.990	EA	839.70
F10021212	12 CLAY X 12 CI PVC COUP	20	32.830	EA	656.60
F10021515	15 CLAY X 15 CI PVC COUP	20	53.910	EA	1078.20
F105644	4 CI PVC X 4 CI PVC COUP	50	5.660	EA	283.00
F105666	6 CI PVC X 6 CI PVC COUP	50	11.950	EA	597.50
F105688	8 CI PVC X 8 CI PVC COUP	50	19.810	EA	990.50
F10561010	10 CI PVC X 10 CI PVC COUP	50	30.990	EA	1549.50
F10561212	12 CI PVC X 12 CI PVC COUP	50	35.830	EA	1791.50
F10561515	15 CI PVC X 15 CI PVC COUP	50	53.910	EA	2695.50



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=50029>

FERGUSON WATERWORKS #788
Price Quotation

Fax: 903-526-0003

11:11:49 FEB 12 2026

Reference No: B617691

SUBTOTAL 12428.00

Net Total: \$605623.28
Tax: \$0.00
Freight: \$0.00
Total: \$605623.28

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=50029>



November 7, 2025

To: All Tyler Union Customers

Re: New List Price announcement for Import Products effective January 5th, 2026

Dear Valued Customer,

Tyler Union is announcing a price increase of 7.5% for all import fittings, accessories and municipal castings effective January 5th, 2026.

We will retain the current effective Published Multipliers unless there is a significant market event, such as another change in Import Tariffs. If such an event occurs, we will adjust Published Multipliers as appropriate.

Existing orders and orders received prior to January 5th without shipping restrictions will be honored at current pricing. Quotes and municipal contracts will be honored per the terms stated in the quotation.

Please take this communication into consideration when quoting upcoming jobs and annual bids. Any annual bids not already on file with Tyler Union as protected will be adjusted to the new List Price.

Revised List Price Sheets for fittings, municipal castings, accessories and BNG will be updated on our website by November 21st.

We sincerely appreciate your continued support of Tyler Union. It is our privilege to serve you with high quality waterworks products, as we have proudly done for over a century.

Sincerely,

Greg Fuller
National Sales Manager



November 4, 2025

To: Our Valued Star Pipe Customers

RE: Price increase notification – Import Fittings, Accessory Products and Municipal Castings

Due to the increase in cost of manufacturing we are announcing a price increase on Import Fittings, Import Accessories, Import Fabricator Products, and Municipal Castings effective January 5, 2026.

Price lists will be increased by 7.5% for Import Fittings, Import Accessories, and Import Fabricator Products. Municipal Casting net prices will be increased by 7.5%.

Multipliers on the new price lists, version IMP-UPL.26.01, remain unchanged.

The new price lists will be posted on our website by or before Friday, November 7, 2025.

Import Products	Price Lists
Import Utility Fittings	IMP-UPL.26.01
Import FBE Fittings	IMP-FBE-UPL.26.01
Import Zinc Fittings	IMP-ZINC-UPL.26.01
Import P401 Lined Fittings	IMP-P401- UPL.26.01
Import Accessories	IMP-ACC-UPL.26.01
Import Fabricator Products	IMP-FAB-UPL-26.01

Existing orders and new orders received prior to January 5, 2026, without shipping restrictions will be honored.

All existing quotes and Annual Municipal Bid Contracts will be honored up to the expiration date on the quote.

We appreciate your continued support and remain committed to earning your business.

Sincerely,

Jason O'Nan, Vice President
Star® Pipe Products

STAR® PIPE PRODUCTS

4018 WESTHOLLOW PARKWAY HOUSTON, TEXAS 77082-4604
www.starpipeproducts.com

T: 281.558.3000
F: 281.558.9000



CHARLOTTE

PIPE AND FOUNDRY COMPANY

December 15, 2025

TO: All Charlotte Pipe and Foundry Customers

SUBJECT: **January 2, 2026** Plastic Fittings List Price Increases

Due to continued cost increases, Charlotte Pipe is publishing new plastic fittings list prices for the product groups listed below. These new list prices reflect a 7% increase and will go into effect January 2, 2026.

This increase will apply to the following plastic fittings categories:

<u>Product</u>	<u>New List Sheet</u>	<u>% Increase</u>
ABS DWV	ABS-126	7% (divide ABS-225 List by .93)
PVC DWV	PVC-126	7% (divide PVC-225 List by .93)
PVC DWV Large Diameter	PVC-LD-126	7% (divide PVC-LD-225 List by .93)
PVC Schedule 40 Pressure	P-126-PF	7% (divide P-324-PF List by .93)
PVC Schedule 80	PVC 80-126	7% (divide PVC 80-324 List by .93)
PVC Schedule 80 Large Diameter	PVC 80-LD-126	7% (divide PVC 80-LD-324 List by .93)
PVC Schedule 30 Thin Wall	P-126-TW	7% (divide P-324-TW List by .93)
Flowguard Gold CTS Fittings	CTS-126	7% (divide CTS-324 List by .93)
ChemDrain Fittings	CD-126	7% (divide CD-324 List by .93)

Current multipliers will remain unchanged.

Please refer to the new list price sheets for specific list prices. Some prices may increase by more than 7%. These new list price sheets will be available in Excel and HTML formats on our website, www.charlottepipe.com, Wednesday, December 17, 2025. PDF versions will be available later next week.

We will accept pre-increase orders of no more than 1/12th (4 weeks) of your annual purchases in pounds from Charlotte Pipe for the plastic fittings product groups listed above. Pre-increase orders must be placed with our office by close of business on Tuesday, December 31, 2025. All such orders will be for immediate release and shipment. No further price protection will be offered.

For more information, please contact your Charlotte Pipe Regional Sales Manager or local Charlotte Pipe Sales Representative.

As always, thank you for your business. We look forward to serving you in the future.

CHARLOTTE PIPE AND FOUNDRY COMPANY

P O Box 35430

Charlotte, NC 28235 USA

704/372-5030

800/438-6091

Fax 800/553-1605

www.charlottepipe.com

This document has been classified as Public



Thomas Houston
VP Sales & Marketing
30 Globe Ave
Texarkana, AR 71854

Phone: 412-795-2221
Fax: 800-648-6792
www.smith-blair.com
tom.houston@smith-blair.com

June 1, 2025

Subject: Upcoming Discount Adjustment – Effective July 1, 2025

Dear Valued Customer,

We will be implementing a 2 to 4 point discount adjustment on all Smith-Blair products, **effective July 1, 2025**. This change will be reflected as a reduction in current discounts. For example, a current 56% discount (0.44 multiplier) will be adjusted to 52% (0.48 multiplier).

Please note:

Any current in-house annual pricing agreements will be honored until their expiration date. This notice is being provided at least 30 days in advance to allow for planning and adjustments.

We sincerely appreciate your continued support. If you have any questions, please reach out to your local Smith-Blair Territory Sales Manager/Representative or contact our Customer Service Group.

Regards,

A handwritten signature in black ink that reads 'Tom Houston'.

Tom Houston
VP of Sales & Marketing
Smith-Blair
A Xylem Brand



30 Globe Ave
Texarkana, AR 71854
Phone: 800-643-9705
Fax: 800-648-6792
www.smith-blair.com

January 28, 2025

To our Valued Partners:

Effective March 1, 2025, Smith-Blair will initiate a list price increase of 5% on all Water Catalog Products, although some items will see more of an adjustment. It is our first list price change since 2018 even though we have seen material cost volatility over the last seven years. As with all businesses, wage pressures, utility costs, raw material increases, and freight rates can only be internally managed or absorbed for so long.

All net price quotes and annual bids will be honored until their expiration dates. Discount quotes will remain at their current levels but will be applied against the new list price.

The new list price will be available on-line at www.smith-blair.com under the Info Center section of our website by Monday Feb. 17, 2025. We will have a downloadable Adobe PDF Price Book available, which can be printed prior to the effective date. We do not plan on sending out hard copies of the price schedule.

Your support and business is greatly appreciated by all of us at Smith-Blair.

Regards,

Tom Houston
VP Sales & Marketing
Smith-Blair, a Xylem brand

 **The Ford Meter Box Company, Inc.**

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 206-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

February 14, 2025

To Our Valued Customers:

Due to rising costs, The Ford Meter Box Company, Inc. will be implementing a price increase effective February 28, 2025.

Prices for all products will increase by five percent (5%). This includes brass and iron products manufactured in our Wabash, IN facility, as well as pipeline and Uni-Flange® restraint products manufactured in our Pell City, AL facility. The increase will be implemented with a discount adjustment (see enclosed distributor discount page).

All existing fixed-price quotations will be observed through the contract period. All other pricing programs will be adjusted, and updated discount sheets will be forthcoming. Pricing on orders received before February 28, 2025 will be honored. Orders received for delayed or scheduled release will be processed using new pricing.

For your convenience, a PDF copy of our price book is available for download on our website, www.fordmeterbox.com. An Excel version is also available on our distributor portal.

The current environment surrounding potential tariffs and their impact on material costs remains fluid. We are closely monitoring developments as they relate to our products. Ford Meter Box's policy has always been to increase prices only when economically warranted. Should circumstances change, a future price increase may become necessary on impacted products.

Thank you for your continued support of The Ford Meter Box Company and for allowing us to service your waterworks needs. Please contact your Ford Meter Box® Customer Manager or Sales Representative with any questions.

Best Regards,

THE FORD METER BOX COMPANY, INC.



Rodney A. Kelsheimer
Senior Manager of Domestic Sales



DFW PLASTICS, INC.

December 1, 2025

To Our Valued Customer:

This letter serves as notice of a 3% price increase on all our product lines, effective **January 1, 2026**.

This increase will affect new orders that do not ship by December 31, 2025. All orders based on active quotations *will not* be affected by the increase.

We appreciate your business and look forward to a successful new year in 2026. If you have any questions, please feel free to contact your local DFW representative.

Best regards,



A handwritten signature in black ink that reads "Jim McKinnon". The signature is fluid and cursive, with a large loop at the end.

Jim McKinnon
Chief Operating Officer

PO Box 648 Bedford, TX 76095

P 817.439.3600

F 817.439-3700

www.dfwplasticsinc.com



 **The Ford Meter Box Company, Inc.**

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 206-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

January 13, 2026

To Our Valued Customers:

Due to rising material costs, The Ford Meter Box Company, Inc. will implement a price increase effective February 13, 2026. This increase will be applied through a combination of list price and discount adjustments, allowing us to return all catalog sections to a single discount (multiplier).

The net cost of the following Ford® product offerings will increase by 7%.

- No-lead brass, brass saddles, coppersetters, plastic pitsetters, and meter testing equipment
- Iron covers and lids, yoke bars, and iron meter boxes
- Pipeline products, including repair clamps, couplings, tapping sleeves, domestic iron saddles, and stainless steel saddles
- Domestic Uni-Flange® joint restraint products

The net cost of the following Ford® product offering will increase by 10%.

- Iron curb boxes

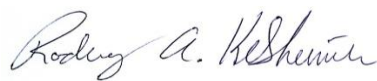
This does not represent an across-the-board price increase. Items **NOT** subject to the increase will receive list price and discount adjustments to maintain the same net cost. This includes imported iron saddles, cast couplings (including FC2W and BOALINQ couplings), FC3 steel couplings, RFAP/RFAD restrained flange adapters 12" and below, and imported Uni-Flange® restraint products.

All existing fixed-price quotations will be honored through the contract period. Pricing on orders received before February 13, 2026, will be honored. All other pricing programs will be adjusted, and updated discount sheets will be forthcoming.

Prior to the increase, a PDF copy of the new price book will be available for download on our website, www.fordmeterbox.com, and an Excel version will be available on our distributor portal.

As always, we thank you for choosing The Ford Meter Box Company as your supplier of water works products. Please contact your Ford Meter Box® Customer Manager or Sales Representative with any questions.

Best Regards,



Rodney A. Kelsheimer
Senior Manager of Domestic Sales



Mueller Water Products
Headquarters
1200 Abernathy Road NE
Suite 1200
Atlanta, GA 30328

phone: 770-206-4200

January 16th, 2026

To: Mueller®, U.S. Pipe Valve and Hydrant®, and Pratt® Distributors

Re: Price Increase & Freight Policy Update

To offset material, logistical and labor costs, we are announcing a price increase for the products listed below. In addition, to streamline future pricing updates, Mueller will transition to adjusting List Prices moving forward. This price increase will take effect on Monday, February 16th, 2026, and will be implemented as follows:

1. Mueller and U.S. Pipe Valve and Hydrant products will have an average list price adjustment of 6%, affecting the following product categories:
 - Fire Hydrants & Extensions
 - Resilient Wedge (RW) Gate Valves
 - Double Disc Gate Valves
 - PermaSeal Insertion Valves
 - Iron Tapping & Split Repair & Cut-in Sleeves & Crosses
 - Valve and Hydrant Repair Kits & Repair Parts
2. All Machines and Tools will have an average list price adjustment of 4%.
3. Pratt Specialty Products will have an average list price adjustment of 3.5%. This includes the following product categories:
 - Import AWWA Butterfly Valves
 - Import AWWA Plug Valves
 - Domestic AWWA Plug Valves
 - Import AWWA Air Valves

The price change will be implemented as follows:

- Any orders received before Monday, February 16th, 2026, with no shipping restrictions will be price protected. Products will be shipped as available.
- Material covered in fixed price municipal contracts will be honored for the original contract bid quantities for the duration of the contract.
- Distributor quotations to contractors will not be price protected. All contractor-quoted projects

must be ordered before start of business Monday, February 16th, 2026 in order to receive current pricing.

In addition to the price announcement, and so that we may better serve our customers, we are implementing an update to our freight policy. Effective February 16th, 2026, customers will receive full freight allowance on Service Brass-only orders with a total net minimum order value of \$7,500. As a reminder, combined iron and brass product orders are full freight allowed with a net minimum order value of \$15,000. For any net Product Order value below these minimums, a 3% freight fee will be applied at the time of invoicing.

Your Regional / Territory Manager will be in contact with you prior to the effective date to review these increases and to answer any questions you may have.

Regards,



Scott Floyd
Sr. Vice President - Sales & Marketing





Freddy Gonzales
N. Texas Territory Manager
30 Globe Ave, Texarkana, AR 71854

Tel: 800-643-9705
www.smith-blair.com
Freddy.gonzales@xylem.com

Date: June 1, 2025

To our Valued Customers,

Due to ever changing economic conditions, Smith-Blair is implementing a price increase.

Effective July 1, 2025, Smith-Blair will increase pricing 5% - 10% dependent on the product category. This increase will be implemented with multipliers and be distributed to our customers.

Current price quotations will be honored until their expiration date. The catalog list prices, and payment terms will not be affected.

Smith-Blair values your business and appreciates your continued partnership as we adjust to market conditions.

Regards,

Freddy Gonzales

Your solution for joining, tapping, repairing, restraining, capping since 1939.





TO: City Council
DATE: February 26, 2026
ITEM #: 6.D
SUBJECT: Presentation of the City of Marshall Investment Report for the Fourth Quarter of 2025. (Finance)

Recommendation for Action: No Action Required for Presentation

Executive Summary: This presentation provides an overview of the 2025 4th Quarter Investment Report for the City of Marshall in compliance with the Public Funds Investment Act (PFIA). The report details the City's investment portfolio performance, ensuring adherence to safety, liquidity, and yield objectives. Key highlights include portfolio composition, earnings, market conditions, and compliance with PFIA requirements. All investments remain within policy guidelines, with no exceptions to report. The City's portfolio continues to demonstrate prudent financial management, maintaining stability while optimizing returns.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Becky Roseberry, Interim Director of Finance

Attachments: 1. 4th Qtr 2025 Investment Report

TOTAL TEXPOOL 3rd QTR

32,495,281

LOGIC	10/25	16,392,438		59,055	16,451,494	4.2418
Rating AAA	11/25	16,451,494		55,296	16,506,789	4.0905
	12/25	16,506,789		55,399	16,562,188	3.9519

NOTE:Logic opened 3/14/25 and is a Utility Fund

MONEY MARKET

GENERAL FUND	10/25	658,907	-	1,939	660,845	3.30
CD's Redeemed and moved to MMA	11/25	660,845	-	1,650	662,495	
	12/25	662,495	-	1,831	664,326	

Following is the TEXPOOL market value information for the First Quarter of 2025

	Book Value	Market Value	Net Asset Value	Rating
Month ending 10/31/2025	33,123,749,950	33,130,358,564	1.0002	AAAm
Month ending 11/30/2025	32,398,755,769	32,403,019,337	1.00013	AAAm
Month ending 12/31/2025	36,154,739,297	36,162,674,057	1.00022	AAAm

This report is in compliance with the investment strategy as established for the Investment Portfolio.

It is also in compliance with the PFIA,section 2256.023 (Internal Management Reports.

Melissa Vossmer
City Manager

Rebecca Roseberry
Interim Finance Director



TO: City Council
DATE: February 26, 2026
ITEM #: 6.E
SUBJECT: Consider approval of a 3-year contract for retail recruitment services between Marshall EDC and Retail Strategies, LLC, with a recurring payment of \$50,000 per year, totaling \$150,000. (Marshall EDC)

Recommendation for Action: Approve an expenditure of \$150,000, being \$50,000 per year for 3 years with Retail Strategies.

Executive Summary: Marshall EDC recently contracted with Retail Strategies, LLC to perform a retail analysis of the City of Marshall and its surrounding trade area. This assessment indicates a significant amount of retail leakage to surrounding communities that Marshall can capitalize on to further develop its secondary and tertiary employer market while increasing the overall tax base. Retail Strategies has proposed a contract to assist Marshall EDC with (1) identifying potential companies that fit our market and reduce the leakage, (2) recruitment of these companies, and (3) identification of potential sites inside the city limits. Marshall EDC believes this is a cost-effective way to promote development of these markets while providing additional amenities that strengthen retention and recruitment for existing and new primary employers. The contract has a term of 3 years and is \$50,000 per year. Notice has been given that the first year will receive a reduction of \$10,000 for analysis already performed.

All incentive amounts are paid from EDC sales tax funds, authorized in 1991, to serve Marshall and the surrounding business community in Harrison County. No City general funds are required. 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 City Request Amount: None

Source of Funds: None

Required Approvals: MED Board (2/25/2026), City Council (Requested)

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

Budget Cost: None

Staff Contact: Rush Harris, Executive Director, MED

Attachments: 1. Contract with Retail Strategies, LLC

**AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) Marshall Economic Development Corporation and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this _____ day of _____ 2025 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”):

2. TERM. The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”). The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$50,000
Year Two	On or before the 1st anniversary of the Execution Date	\$50,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$50,000

B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant’s proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant’s scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the Executive Director (the “Client Representative”), currently Rush Harris. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative’s communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants’ activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant’s prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other “confidential

information” for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

- B. **By the Client Upon the Consultant’s Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

- D. **By the Consultant Upon the Client’s Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Marshall Economic Development Corporation
100 North Bolivar Street, Suite 206
Marshall, TX 75670
rushharris@marshallede.org

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: contracts@retailstrategies.com
Fax: (205) 313-3677
Attention: Clay Craft | VP of Client Services

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

- A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

- H. **Force Majeure**: Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy**: Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction**: This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment**: No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver**: Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival**: Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission**: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT:
MARSHALL ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Name:
Title:
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A
RETAIL RECRUITMENT

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to Marshall Economic Development Corporation (the “client”).

A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. REAL ESTATE ANALYSIS

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

C. RETAIL RECRUITMENT

1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
2. Pro-active retail recruitment for targeted zones
3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
4. Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
6. Conference representation- updates provided according to the yearly conference schedule

EXHIBIT A
(Continued)

II. CLIENT AGREEMENT

This section outlines what Marshall Economic Development Corporation (the “Client”) will provide for Retail Strategies (the “Consultant”).

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact (“POC”)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
2. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly



TO: City Council
DATE: February 26, 2026
ITEM #: 8.A
SUBJECT: Conduct a public hearing to consider an application to change the street name from Rodgers to Rogers in Marshall. (Planning)

Recommendation for Action: Following the public hearing, consider approval of an ordinance to change the name of a street shown as “Rodgers Street” on the original 1949 plat to “Rogers Street,” as the name has been continuously used and recognized by the public.

Executive Summary: On February 9, 2026 the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding a request to change the name of a street shown as “Rodgers Street” on the original 1949 plat to “Rogers Street,” as the name has been continuously used and recognized by the public. Following the public hearing and discussion, a motion was made to recommend to City Council that the street name be changed officially from Rodgers Street to Rogers Street for their consideration. The motion was seconded and passed by a vote of 5:0.

Thomas Forrest, City of Marshall Interim Planning and Development Director will present the item to City Council for consideration.

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

Budget Cost: \$310.83 for 3 street name signs and brackets, labor and equipment

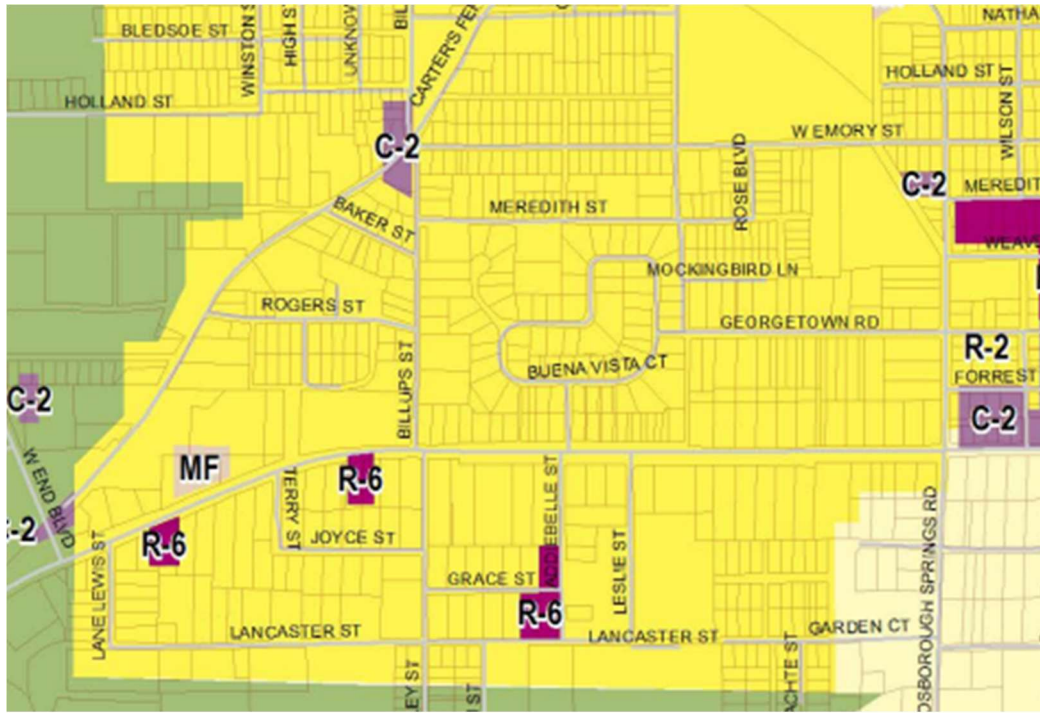
Staff Contact: Thomas Forrest, City of Marshall Interim Planning and Development

- Attachments:**
1. 261209 P&Z Rodgers to Rogers
 2. Rodgers to Rogers Response Letters
 3. Rogers Street Petition
 4. O-26-XX Rodgers to Rogers Street Name Change Ordinance

B. Z-26-03: Conduct a public hearing to consider an application to change the street name from Rodgers to Rogers in Marshall.

Applicant:	LATONYA CARTER 2102 ROGERS ST, MARSHALL TX 75670
Property Owner	LATONYA CARTER 2102 ROGERS ST, MARSHALL TX 75670
Surrounding Property Notices	25 Notices Sent within 200 ft. of the Site 3 Responses returned – 2 For & 1 Against

Location Map:



Reccomendation:

Staff recommends approval of this request to change street name from Rodgers to Rogers in Marshall.

CASE NUMBER/NAME: Z-26-03/Rodgers Street

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, 2/9/26 at 6:00 p.m. and before the City Council on THURSDAY, 2/26/26 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

George + Janis Davidson
Name (Please print)

George Davidson + Janis Davidson
Signature

1906 Rogers St. Marshall, TX 75670
Mailing Address

903-407-2012 + 903-926-3262
Phone #

02-02-26
Date

CASE NUMBER/NAME: Z-26-03/Rodgers Street

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, 2/9/26** at 6:00 p.m. and before the City Council on **THURSDAY, 2/26/26** 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

Catresca Stumon

Name (Please print)

Catresca Stumon

Signature

9970 Burgundy Oaks Drive

Mailing Address

318 840 1933

Phone #

1.30.2026

Date

CASE NUMBER/NAME: Z-26-03/Rodgers Street

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, 2/9/26 at 6:00 p.m. and before the City Council on THURSDAY, 2/26/26 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

Rodgers It is in the "Red Chute" community. I have seen signs and other designations that included this area of town as Newtown, which is not historically correct.

Earnol Brewster

Name (Please print)

Brewster

Signature

272 Canaan Church Rd., Marshall, TX 75672

Mailing Address

(903) 407-8635

Phone #

02/01/26

Date

Petition re: Street Sign Rogers

	Name	Address	In Favor	Oppose	Signature
1)	Latonya Carter	2102 Rogers St	✓		Latonya Carter
2)	GEORGE CARTER	2102 Rogers St	✓		George Carter
3)	Dorothy Jenkins Bennett	2005 Rogers St	✓		Dorothy Bennett Jenkins
4)	George Davidson	1906 Rogers	✓		George Davidson
5)	Tommie Ford III	2008 Rogers St. Marshall, TX 75670	✓		Tommie Ford
6)	Adam Isbell-Thorp	2103 Rogers St. Marshall, TX 75670	✓		Adam Isbell-Thorp
7)	Jeanetta Mason	2104 Rogers St Marshall TX 75670	✓		Jeanetta Mason
8)	Richard Smith	2007 Rogers St	✓		Richard Smith

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL RECORDS OF THE CITY OF MARSHALL, TEXAS, TO CHANGE THE NAME OF A STREET SHOWN AS “RODGERS STREET” ON THE ORIGINAL 1949 PLAT TO “ROGERS STREET,” AS THE NAME HAS BEEN CONTINUOUSLY USED AND RECOGNIZED BY THE PUBLIC; PROVIDING FOR COORDINATION WITH POSTAL, EMERGENCY, UTILITY, AND MAPPING ENTITIES AND OTHERS; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marshall approved and recorded a subdivision plat in 1949 on which a public street was designated as “Rodgers Street” and currently has street signs saying Rodgers Street; and

WHEREAS, since the recording of said plat, the subject street has been continuously known, addressed and referenced by residents, property owners, public utilities, emergency services, the Harrison County Appraisal District (HCAD), the U.S. Postal Service (USPS), and the general public as “Rogers Street”; and

WHEREAS, the use of the name “Rogers Street” has appeared on official maps, utility records, postal addressing, emergency response systems, and other governmental and quasi-governmental records for many years; and

WHEREAS, the discrepancy between the original platted name “Rodgers” and the long-standing public and governmental use of “Rogers Street” has created confusion in land records, mapping, and administrative processes; and

WHEREAS, the Planning and Zoning Commission of the City of Marshall, after due and proper notice in the manner and for the length of time required by law, held a public hearing for the purpose of considering the proposed street name change; and

WHEREAS, after the close of said public hearing, the Planning and Zoning Commission filed a written report with the City Council recommending the proposed street name change from Rodgers Street to Rogers Street; and

WHEREAS, after notice in the manner and for the length of time required by law, the City Council of the City of Marshall, Texas, held a public hearing at City Hall on the ___ day of _____, 2026, at ___ p.m., at which time all interested persons were afforded an opportunity to be heard; and

WHEREAS, the City Council finds that the correction of the street name constitutes a clarification of an historical and clerical nature; and

WHEREAS, the City Council, after considering the matter and hearing all testimony, finds that correcting the street name to reflect its long-standing and commonly recognized usage is in the best interest of the public health, safety, and 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:

Section 1. The findings and recitals set forth in the preamble of this ordinance are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The name of the public street originally shown as “**Rodgers**” on the 1949 recorded plat is hereby corrected and officially established as “**Rogers Street.**” This correction shall apply to the entire length of the street within the City of Marshall, Texas, as shown on official City maps.

Section 3. All City street signs, maps, plats, addressing records, and other official documents of the City of Marshall shall be updated to reflect the corrected street name of **Rogers Street**, and all references to “Rodgers” in such records shall be deemed to refer to **Rogers Street**.

Section 4. Coordination with Agencies and Service Providers. The City Manager, or the City Manager’s designee, is hereby authorized and directed to notify and coordinate with appropriate entities to implement this correction, including but not limited to:

- The United States Postal Service (USPS);
- East Texas Council of Governments (ETCOG) 9-1-1 addressing and emergency response authorities;
- Harrison County Appraisal District (HCAD);
- Public and private utility providers; and
- Digital mapping and navigation service providers, including Google and similar platforms,

to ensure that addressing, emergency response, utility records, and mapping databases reflect the corrected street name of **Rogers Street**.

SECTION 5. COMPLIANCE WITH OPEN MEETINGS ACT

That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

SECTION 6. REPEALER CLAUSE

That all other prior ordinances or portions of ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict only.

SECTION 7. SEVERABILITY CLAUSE

That if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance is hereafter determined to be invalid or in violation of the laws of the State of Texas or the Constitution of the United States by a court of appropriate jurisdiction, such finding of invalidity shall affect the continued enforcement only of the provision or provisions so determined to be invalid, it being the intent of the City COUNCIL of the City of Marshall that

all other terms and provisions of this ordinance not affected shall remain in full force and effect.

SECTION 8. PUBLICATION

That this ordinance shall be effective from and after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Marshall, Texas, on this ___ day of _____, 2026.

AYES:
NOES:
ABSTAINED:

Mayor, City of Marshall, Texas

ATTEST:

City Secretary



TO: City Council
DATE: February 26, 2026
ITEM #: 8.B
SUBJECT: Conduct a public hearing to consider approval of an ordinance for an application to rezone 3600 Rosborough Springs Rd, Parcel ID R1625, a 5.5 acre lot, Subdivision 747 A Whetstone from A-E (Agriculture & Estate) to MF (Multifamily). (Planning)

Recommendation for Action: Following the public hearing, consider approval of an ordinance regarding a rezoning request for 722 TX-390 Loop from A-E (Agriculture and Estate) to C-3 (General Business) as recommended by the Planning & Zoning Commission.

Executive Summary: On February 9, the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding rezoning request for 3600 Rosborough Springs Rd, Parcel ID R1625, a 5.5 acre lot, Subdivision 747 A Whetstone from A-E (Agriculture & Estate) to MF (Multifamily).

Staff did not recommend approval of the rezone request due to the surrounding area being a rural single family neighborhood and a rezone would not be consistent with the City's Future Land Use Map (FLUM). Following the public hearing and discussion, a motion was made to deny the rezoning request. The motion was seconded and passed by a vote of 5:0 to recommendation to the City Council that the rezone request be denied.

Staff. Planning Consultant: Mark Priestner, Halff and Associates,
Thomas Forrest, Interim Planning and Development Director
Thomas Forrest, City of Marshall Interim Planning and Development Director will present the item to City Council for consideration.
Staff will be available for questions.

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

Budget Cost:

Staff Contact: Thomas Forrest, Interim Planning and Development Director

- Attachments:**
1. 3600 Rosborough Springs 2-9-26 PZ packet (003)
 2. 3600 Rosborough Springs Response Letters
 3. O-26-XX 3600 Rosborough Springs Rd. Ordinance

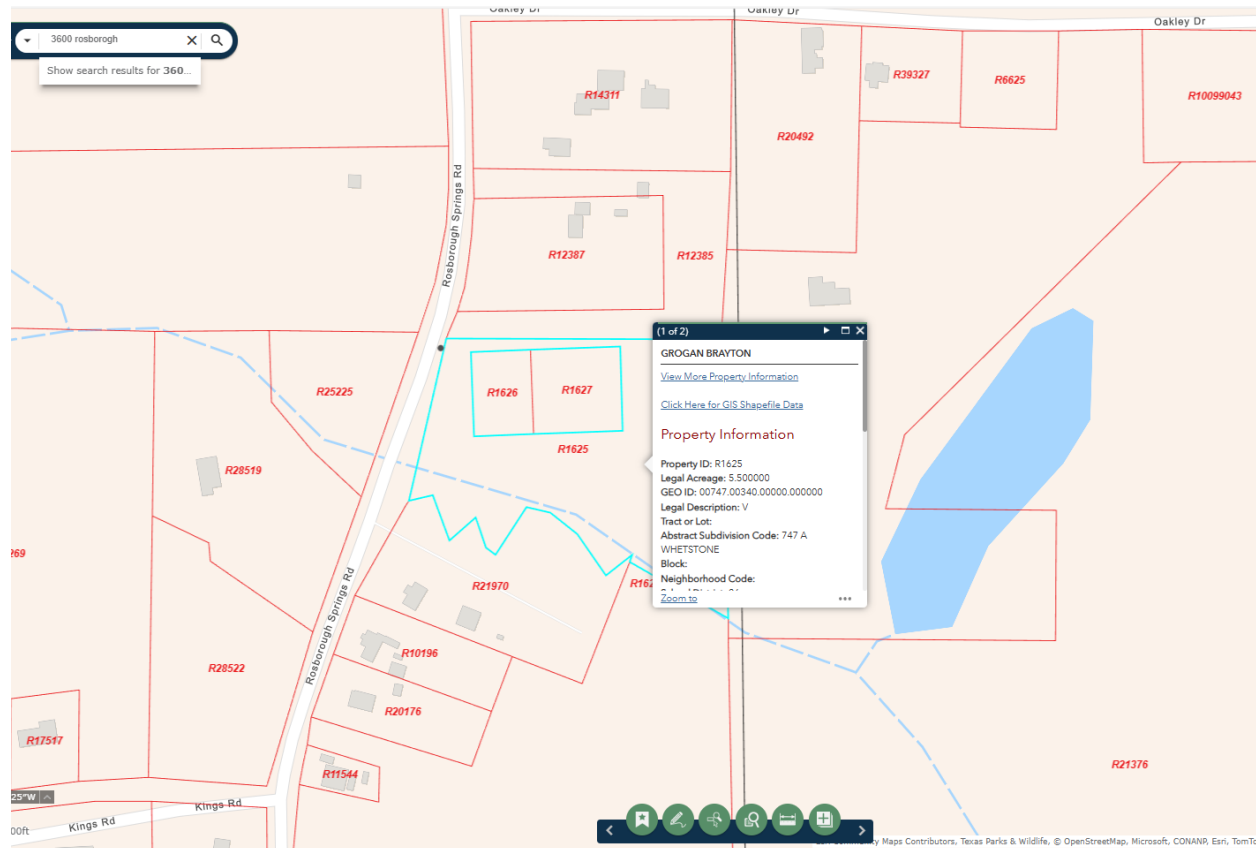


P&Z Agenda Information Sheet

February 9, 2026

Z-26-02: Conduct a public hearing to consider an application to rezone 3600 Rosborough Springs Rd, Parcel ID R1625, a 5.5 acre lot, Subdivision 747 A Whetstone from A-E (Agriculture & Estate) to MF (Multifamily).

Applicant:	BRAYTON PATRICK GROGAN 3718 ROSBOROUGH SPRGS RD MARSHALL TX 75672
Property Owner	BRAYTON PATRICK GROGAN 3718 ROSBOROUGH SPRGS RD MARSHALL TX 75672
Surrounding Property Notices	13 Notices Sent within 200 ft. of the Site 5 Responses returned – 4 For & 1 Against
Location Map:	



Background & Summary of Request:

The applicant is requesting approval of a zoning change to allow for Mid-High Duplexes. This is in an area that is still rural in nature. The area is sparsely developed with large tracts which is consistent with the current A-E zoning.

Picture of the Site:

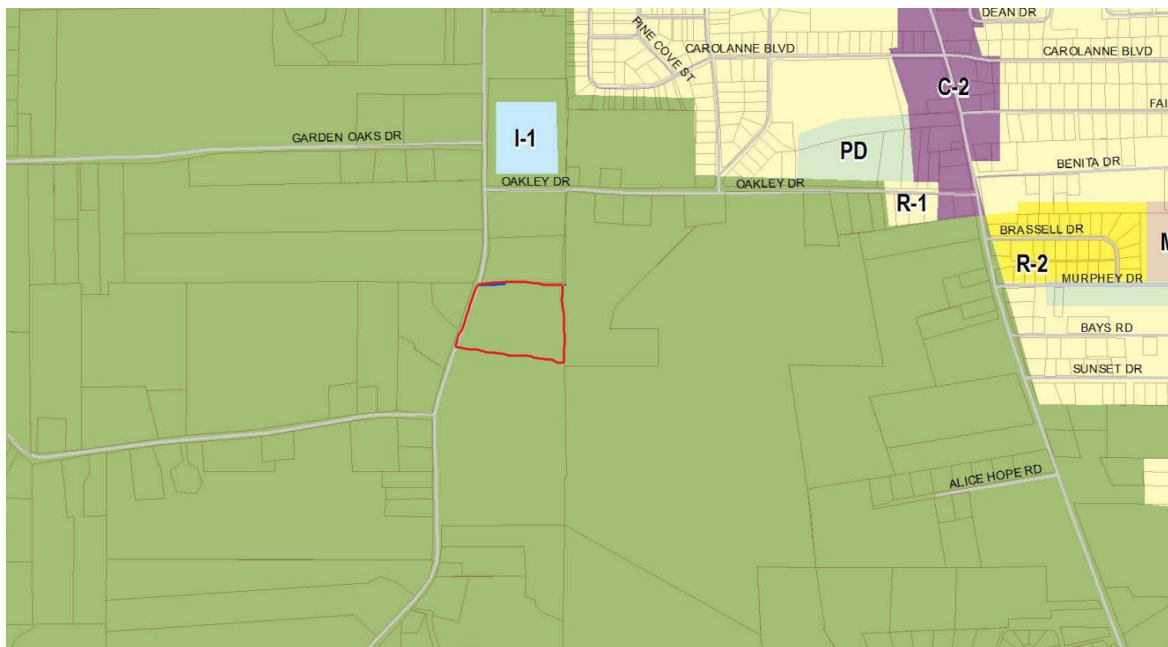


Existing Conditions:

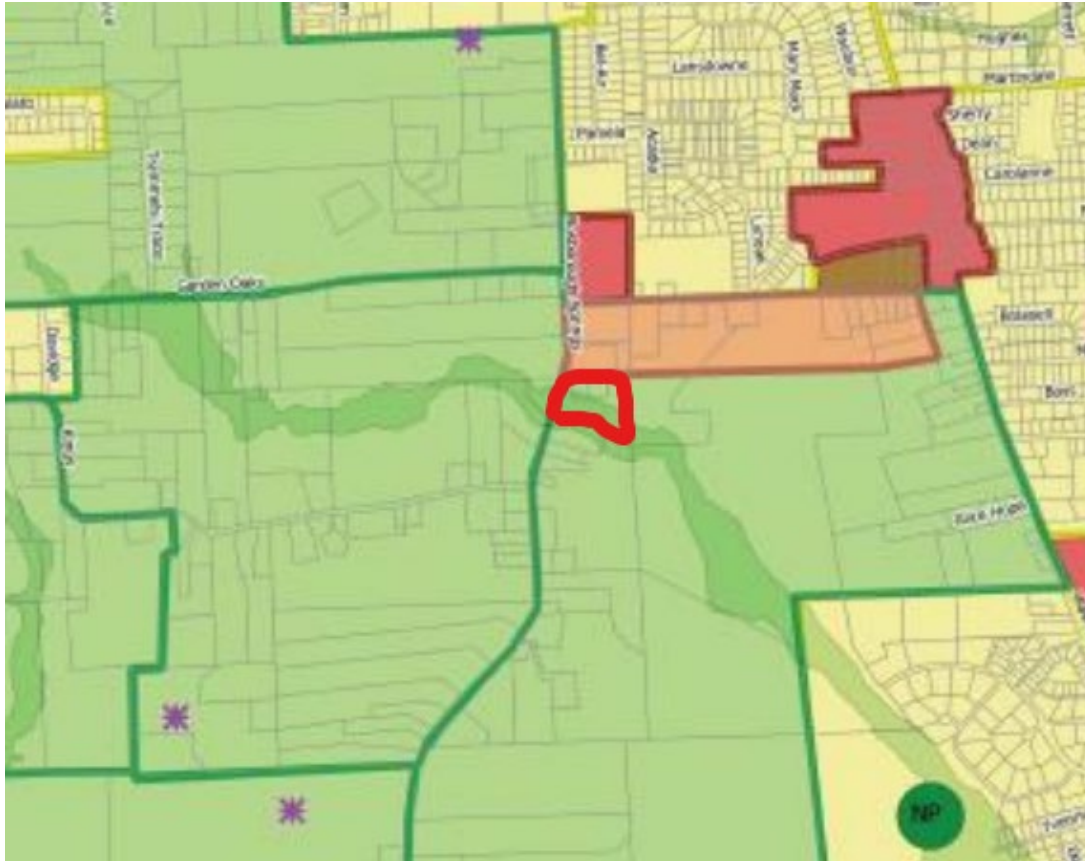
Property is currently undeveloped. Property is zoned A-E (Agriculture & Estate) as is all of the adjacent properties.

Utilities are available to the site.

Existing Zoning:



Comprehensive Plan and Future Land Use Map Analysis: The Future Land Use map identifies this property as Rural Area. The request is not consistent with the Future Land Use Map. There is Medium Density Residential identified north of the subject property.



Reccomendation:

1. Staff cannot recommend approval of this request to change the zoning of 3600 Rosborough Springs Road from A-E (Agriculture & Estate) to MF (Multifamily) at this time.

CASE NUMBER/NAME: Z-26-02/3600 Rosborough

Springs Rd

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, 2/9/26** at 6:00 p.m. and before the City Council on **THURSDAY, 2/26/26** at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

I am **FOR** this Zone Change X I am **AGAINST** this Zone Change ~~X~~

I am for zoning change as long as
it doesn't affect zoning for 3790 +
3830 Rosborough Springs.

Doris Flanagan

Name (Please print)

X Doris Flanagan

Signature

3790 Rosborough Sp. Rd Marshall, TX 75672

Mailing Address

903 930 2508

Phone #

1-28-2026

Date

CASE NUMBER/NAME: Z-26-02/3600 Rosborough

Springs Rd

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, 2/9/26 at 6:00 p.m. and before the City Council on THURSDAY, 2/26/26 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

Leslie Luttman

Name (Please print)

Leslie Luttman

Signature

3718 Rosborough Springs Rd. Marshall TX, 75672

Mailing Address

903 738 4517

Phone #

1-29-26

Date


CASE NUMBER/NAME: Z-26-02/3600 Rosborough
Springs Rd

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, 2/9/26 at 6:00 p.m. and before the City Council on THURSDAY, 2/26/26 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

Brayton Grogan
Name (Please print)


Signature

3718 Rosborough Springs Rd, Marshall TX 75672
Mailing Address

903 407 2648
Phone #

1-29-26
Date

CASE NUMBER/NAME: Z-26-02/3600 Rosborough

Springs Rd

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, 2/9/26 at 6:00 p.m. and before the City Council on THURSDAY, 2/26/26 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 X

We are strongly opposed to this Change! We have a quite, clean neighborhood! This would create more traffic on a 2 lane road. (Besides some of that land floods quite frequently going over the road.) O Beseech you to sturn this Down!

PAUL MICHAEL RYAN + LINDA ANN RYAN

Name (Please print)

Signature Linda Ann Ryan

3719 ROSBOROUGH Spr. Rd. MARSHALL, TEXAS

Mailing Address

903-938-5530

Phone #

FEB. 3, 2026

Date

CASE NUMBER/NAME: Z-26-02/3600 Rosborough

Springs Rd

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, 2/9/26 at 6:00 p.m. and before the City Council on THURSDAY, 2/26/26 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

Timothy Patrick Grogan
Name (Please print)

[Signature]
Signature

3718 Rosborough Springs Rd
Mailing Address

903 578 5089
Phone #

2-6-26
Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE, PARCEL ID R1625, A 5.5 ACRE LOT, SUBDIVISION 747 A WHETSTONE FROM A-E LOCATED AT 3600 ROSBOROUGH SPRINGS RD FROM (AGRICULTURE & ESTATE) TO MF (MULTIFAMILY).

WHEREAS, the City of Marshall enacted zoning regulations on December 13, 1951, amended said regulations on July 7, 1963, and on March 26, 1987 repealed and replaced all prior zoning ordinances with Ordinance No. O-87-13, amending the Code of Ordinances of the City of Marshall by adding Chapter 32, Zoning; and

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

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances establishes procedures whereby a property owner, an authorized agent, or the City may request amendments to the Zoning District Map; and

WHEREAS, the Planning and Zoning Commission of the City of Marshall, after due and proper notice in the manner and for the length of time required by law, held a public hearing for the purpose of considering a proposed amendment to the Zoning District Map; and

WHEREAS, after the close of said public hearing, the Planning and Zoning Commission filed a written report with the City Council recommending denial of the proposed amendment; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council of the City of Marshall held a public hearing at City Hall on the 27th day of February, 2025, at 6:00 p.m., at which time all property owners, interested parties, and interested citizens were afforded an opportunity to be heard; and

WHEREAS, the City Council, after considering the proposed zoning change and hearing all testimony, finds that the amendment is necessary and in the best interest of the public health, safety, and 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:

Section 1. The findings and recitals set forth in the preamble of this ordinance are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The Zoning District Map established by Ordinance No. O-87-13 is hereby amended to rezone the said property at 3600 Rosborough Springs Rd in, Marshall, Texas from (Agriculture & Estate) to MF (Multifamily).

SECTION 3. COMPLIANCE WITH OPEN MEETINGS ACT

That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

SECTION 4. REPEALER CLAUSE

That all other prior ordinances or portions of ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict only.

SECTION 5. SAVINGS CLAUSE

That the repeal of any ordinance or portion of any ordinance by this ordinance shall not affect the validity of any pending enforcement action or fines outstanding and due and payable on or before the effective date of this ordinance.

SECTION 6. SEVERABILITY CLAUSE

That if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance is hereafter determined to be invalid or in violation of the laws of the State of Texas or the Constitution of the United States by of court of appropriate jurisdiction, such finding of invalidity shall affect the continued enforcement only of the provision or provisions so determined to be invalid, it being the intent of the City COUNCIL of the City of Marshall that all other terms and provisions of this ordinance not affected shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE

That this ordinance shall be effective from and after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Marshall, Texas, on this ___ day of _____, 2026.

AYES:
NOES:
ABSTAINED:

APPROVED:

Mayor, City of Marshall, Texas

ATTEST:

City Secretary



TO: City Council
DATE: February 26, 2026
ITEM #: 9.A
SUBJECT: Consider approval of an ordinance correcting Marshall City Charter Section 3.06 Prohibitions, Section 6.11 Independent Audit, Section 10.02 Power of Referendum, and Section 11.07 Penalties and Remedies Concerning Public Utilities for Clerical Amendments; Providing for Findings of Fact, Enactment, Publication, Severability, Repealer, Proper Notice and Meeting; and providing an effective date. (Charter Committee / City Attorney / City Secretary)

Recommendation for Action: Requesting Council to approve an ordinance correcting the Marshall City Charter, for Section 3.06 Prohibitions, Section 6.11 Independent Audit, Section 10.02 Power of Referendum, and Section 11.07 Penalties and Remedies Concerning Public Utilities.

Executive Summary: The City Council, pursuant to Section 12.09, has the power, by ordinance, to renumber and rearrange all articles, sections, subsections, paragraphs and subparagraphs of the Charter or any amendments hereto, as the Council shall deem appropriate, including the power to correct typographical errors and to conform cross-references in the body of the text of the Charter, so long as no substantive change is made without complying with Section 12.08 of the Charter.

The Charter Review Committee determined the following corrections should be made:

1. That the Marshall City Charter Section 3.06 Prohibitions, is hereby amended as follows:

Directing or Supervising ~~Dealing with~~ City Staff. Except for the purpose of inquiries and for investigations under Section 3.12 of this Charter, neither the Council nor its individual members shall deal with City administrative officers and employees who are subject to the direction and supervision of the City Manager, ~~solely through the City Manager~~ and Neither the Council nor its individual members shall give orders to any such administrative officer or employee either publicly or privately.

2. That the Marshall City Charter Section 6.11 Independent Audit is hereby amended as follows:

At the close of each fiscal year and at such times as it may otherwise be deemed necessary, the Council shall have an independent audit to be made of all accounts of the City by a certified public accounting firm. The certified public accounting firm shall have no personal interest, directly or indirectly, in the financial affairs of the City. Upon completion of the audit, the audit shall be filed and published as required by law ~~That fact shall be published forthwith in the official newspaper of the City~~, and copies shall be placed on file for public inspection in the office of the City Secretary. A different certified public accounting firm will be selected at

least once every five (5) year.

3. That the Marshall City Charter Section 10.02 Power Of Referendum, is hereby amended as follows:

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption of any ordinance which is subject to referendum, a petition, signed by registered voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters who resided in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

4. That the Marshall City Charter Section 11.07 Penalties and Remedies Concerning Public Utilities is hereby amended as follows:

It shall be unlawful to attempt to construct, or construct, advertise for current service, or operate any public utility franchise including, without limitation, any public service for water, wastewater, natural gas, electricity, telecommunications, cable television or similar utility service, or any rail, bus, taxi, ambulance or other transportation service, or any solid waste or recycling service to the public within the City except under franchise, except that the Council may by ordinance use a non-exclusive licensing or non-exclusive permit scheme for transportation services instead of franchises.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Customer Service, Improving Communication.

Budget Cost:

Staff Contact: Charter Committee / City Attorney / City Secretary

Attachments: 1. O-26-XX Marshall ORD Charter Clerical Amendments

ORDINANCE NO. O-26-_____

AN ORDINANCE OF THE CITY OF MARSHALL, TEXAS, CORRECTING MARSHALL CITY CHARTER SECTION 3.06 PROHIBITIONS, SECTION 6.11 INDEPENDENT AUDIT, SECTION 10.02 POWER OF REFERENDUM, AND SECTION 11.07 PENALTIES AND REMEDIES CONCERNING PUBLIC UTILITIES FOR CLERICAL AMENDMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, PUBLICATION, SEVERABILITY, REPEALER, PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marshall, Harrison County, Texas (the “City”), is a duly constituted home-rule municipality operating under the laws of its Charter and the State of Texas, by and through its duly elected City Council Members; and

WHEREAS, the City Council pursuant to Section 12.09 has the power, by ordinance, to renumber and rearrange all articles, sections, subsections, paragraphs and subparagraphs of this Charter or any amendments hereto, as the Council shall deem appropriate, including the power to correct typographical errors and to conform cross-references in the body of the text of this Charter, so long as no substantive change is made without complying with Section 12.08 of this Charter; and

WHEREAS, the City Council finds a correction to the Marshall City Charter (the “Charter”), for Section 3.06 Prohibitions, Section 6.11 Independent Audit, Section 10.02 Power of Referendum, and Section 11.07 Penalties and Remedies Concerning Public Utilities should be made for the purpose of clarifying or correcting a typographical error in these sections; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Marshall held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2. That the Marshall City Charter Section 3.06 Prohibitions, is hereby amended as follows:

Directing or Supervising ~~Dealing with~~ City Staff. Except for the purpose of inquiries and ~~for~~ investigations under Section 3.12 of this Charter, neither the Council nor its individual members shall deal with City administrative officers and employees who are subject to the direction and supervision of the City Manager.;

~~solely through the City Manager and~~ Neither the Council nor its individual members shall give orders to any such administrative officer or employee either publicly or privately.

SECTION 3. That the Marshall City Charter Section 6.11 Independent Audit is hereby amended as follows:

At the close of each fiscal year and at such times as it may otherwise be deemed necessary, the Council shall have an independent audit to be made of all accounts of the City by a certified public accounting firm. The certified public accounting firm shall have no personal interest, directly or indirectly, in the financial affairs of the City. Upon completion of the audit, the audit shall be filed and published as required by law ~~That fact shall be published forthwith in the official newspaper of the City,~~ and copies shall be placed on file for public inspection in the office of the City Secretary. A different certified public accounting firm will be selected at least once every five (5) year.

SECTION 4. That the Marshall City Charter Section 10.02 Power Of Referendum, is hereby amended as follows:

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption of any ordinance which is subject to referendum, a petition, signed by registered voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters who resided in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

SECTION 5. That the Marshall City Charter Section 11.07 Penalties and Remedies Concerning Public Utilities is hereby amended as follows:

It shall be unlawful to attempt to construct, or construct, advertise for current service, or operate any public utility franchise including, without limitation, any public service for water, wastewater, natural gas, electricity, telecommunications, cable television or similar utility service, or any rail, bus, taxi, ambulance or other transportation service, or any solid waste or recycling service to the public within the City except under franchise, except that the Council may by ordinance use a non-exclusive licensing or non-exclusive permit scheme for transportation services instead of franchises.

SECTION 6. The City Secretary shall publish this Ordinance on the City’s website, shall publish the adoption of this Ordinance by the City Council in the approved City Council minutes, and in accordance with any state laws.

SECTION 7. The provisions of this Ordinance are severable, and if any sentence, section, or other parts of this Ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 8. All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 9. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 10. This Ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF MARSHALL, TEXAS, on the 26th day of February, 2026, on a vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF MARSHALL, TEXAS:

Amy Ware, Mayor

ATTEST:

Nikki Smith, City Secretary



TO: City Council
DATE: February 26, 2026
ITEM #: 10.A
SUBJECT: Consider approval of a resolution adopting the City of Marshall Investment Policy. (Finance)

Recommendation for Action: Staff recommends reviewing and adopting the attached 2026 Investment Policy.

Executive Summary: In compliance with the Public Funds Investment Act, the governing body of an investing entity must review its investment policy and strategies at least annually. Accordingly, I am submitting the City's Investment Policy for consideration.

Focus Area(s): Investing in our Workforce, and Improving Communication

Budget Cost: N/A

Staff Contact: Rebecca Roseberry, Interim Finance Director

Attachments:

1. R-26-XX investment policy
2. 2026 Investment Policy

RESOLUTION _____

A RESOLUTION ADOPTING THE CITY OF MARSHALL, TEXAS INVESTMENT POLICY

WHEREAS, the Public Funds Investment Act, as amended, requires the City to adopt an investment policy by rule, order, ordinance or resolution; and

WHEREAS, the Public Funds Investment Act, as amended, requires the Finance Director and all investment officers of the City to attend investment training; and

WHEREAS, the City Council of the City of Marshall, Texas approves of the investment training courses sponsored by the Texas Municipal League, the Government Finance Officers Association of Texas, the Government Treasurer's Organization of Texas, the North Central Texas Council of Governments, and the University of North Texas Center for Public Management; and

WHEREAS, the Finance Director and the Assistant Director(s) of Finance are required to attend an investment training course sponsored by one or more of the aforementioned organizations; and

WHEREAS, the City Council authorizes the investment officer of the City of Marshall, Texas to acquire investments from the City's depository bank; otherstate or national banks domiciled in Texas that are insured by FDIC (approved on an individual basis by the City Council); public funds investment pools; Certificates of Deposit;

WHEREAS, the attached investment policy and incorporated revisions comply with the Public Funds Investment Act, as amended, and authorize the investment of City funds in safe and prudent investments.

WHEREAS, the City's investment policy requires that the policy be reviewed and adopted annually. Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS THAT:

The City of Marshall, Texas has complied with the requirements of the Public Funds Investment Act, and the Investment Policy, attached hereto is hereby adopted as the investment policy of the City of Marshall, Texas effective February 26, 2026.

PASSED, APPROVED AND ADOPTED this 26th day of February 2026.

APPROVED:

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

ATTEST:

CITY SECRETARY

2026 INVESTMENT POLICY
CITY OF MARSHALL, TEXAS

INVESTMENT POLICY
CITY OF MARSHALL, TEXAS

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**INVESTMENT POLICY
CITY OF MARSHALL, TEXAS**

I. POLICY STATEMENT

It is the policy of the City of Marshall, Texas ("City") to administer and invest its funds in a manner which will preserve the principal and maintain the liquidity through limitations and diversification while meeting the daily cash flow needs of the City. The City will invest all available funds in conformance with legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

II. PURPOSE

The purpose of this investment policy is to comply with all statutes governing the investment of the City's funds and Chapter 2256 of the Government Code "Public Funds Investment Act" (PFIA), which requires the City to adopt a written policy regarding the investments of its funds and funds under its control. The Investment Policy addresses the methods, procedures, and policies that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. SCOPE

The City will strive to earn a return on funds invested at the highest investment return possible after taking into consideration the primary goals of preservation of principal and liquidity of funds invested, consistent with the policy objectives described below. This investment policy applies to all the financial assets and funds held by the City unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any depository bank. The City commingles its funds for investment purposes for efficiency and maximum investment opportunity (pooled fund groups). This policy also applies to Marshall Economic Development Corporation.

- Operating Funds
 - General Fund
 - Enterprise Fund
- Debt Service Funds, including reserves and sinking funds to the extent not required by law or existing contract to be kept segregated and managed separately.
- Capital Improvement Funds
- Reserve Funds
- Special Revenues Funds
- Trust Funds
- Any new fund created by the City, unless specifically exempted from this policy by the City Council or by law.

Note: These categorizations (pooled fund groups) are for investing and investment reporting purposes only and do not correspond to fund classifications per the annual financial statement, which are as follows:

- Governmental Funds
- Proprietary Funds
- Fiduciary Funds

IV. **OBJECTIVES**

SAFETY. The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from securities defaults or erosion of the market value. The City will strive to minimize credit risk by limiting investments to the safest types of investments, prequalifying the financial institutions with which the City conducts business, and diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. To minimize interest rate risk, the City will ladder the portfolio and match investments with future cash requirements and invest operating funds in shorter, more liquid securities and investments.

LIQUIDITY. The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same day liquidity.

YIELD. The City's investment portfolio shall be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

MONITORING. Monitoring shall be conducted quarterly when investment reports are compiled to ensure investments are in compliance with credit rating requirements according to PFIA 2256 and the liquidation of such investments if the minimum rating during this period is not satisfied.

V. **RESPONSIBILITY AND CONTROL**

DELEGATION. The Finance Director and Assistant Director of Finance, acting upon authority of a resolution of the City Council are designated as Investment Officers of the City and are responsible for investment management decisions and activities under the direction of the City Manager. The Finance Director may delegate day-to-day activities to a responsible individual(s) who has received the appropriate training required by state statute. The City Council and the City Manager are responsible for considering the quality and capability of staff, investment advisors and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officers shall develop and maintain administrative procedures for the operation of the investment program which are consistent with this investment policy. Procedures should include references to competitive bidding on purchases and sales of investments, safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts.

The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officers and approval by the City Manager.

PRUDENCE. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived. The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio of funds, rather than a consideration as to the prudence of a single investment.

INDEMNIFICATION. The Investment Officers and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and exercising due diligence in accord with the Prudent Investor Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

CONFLICTS OF INTEREST - All participants in the investment process shall seek to act responsibly as custodians of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Committee members shall be required to complete an annual ethics statement noting any known conflicts of interest as outlined below:

Anyone involved in investing City funds shall file a statement with the City Council disclosing any personal business relationship with a business organization offering to engage in investment transactions with the City or is related within the second degree by affinity or consanguinity, as determined under the Tex. Gov't. Code Ch. 573, to an individual seeking to transact investment business with the City. A disclosure statement must also be filed with the Texas Ethics Commission and the City Council. An Investment Officer or other employee has a personal business relationship with a business organization if any one of the following three conditions is met:

1. The Investment Officer or employee owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
2. Funds received by the Investment Officer or employee from the business organization exceed 10% of the Investment Officer or employee's gross income for the prior year.
3. The Investment Officer or employee has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for their personal account.

TRAINING. Investment Officers and designated staff members shall attend one or more training sessions totaling not less than 10 hours relating to the officer's responsibility under the Act within 12 months after assuming duties and thereafter, shall receive **ten (10) hours** of training not less than once every two-year period beginning on the first day of the fiscal year. Such training from an independent source shall be approved or endorsed by either the Government Finance Officers Association of Texas (GFOAT), The Government Treasurer's Organization of Texas (GTOT), The Texas Municipal League (TML), the North Central Texas Council of Governments or The University of North Texas Center for Public Management.

DELIVERY vs. PAYMENT. All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities and collateral will be held in the City's name by a third-party custodian as evidenced by safekeeping receipts.

MARK to MARKET. The market value of the portfolio shall be calculated monthly and a statement

of the market value of the portfolio shall be issued at least quarterly. The market value of each investment shall be obtained from a source including, but not limited to the City's depository bank or safekeeping agent, a reputable brokerage firm not having sold the security being priced or a security pricing service.

VI. INVESTMENT STRATEGY BY FUND TYPE

Although funds are segregated for accounting purposes, they may be pooled together for investment purposes. Pooled investment funds are limited to a weighted average maturity of 12 months and individual securities may not exceed three years to maturity. All investments permitted with this Policy are considered suitable for the pooled investment fund.

OPERATING FUNDS. Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Consequently, these funds will be invested in short-to-medium term securities which will complement each utilizing a staggered maturity basis.

DEBT SERVICE FUNDS. Debt Service/Bond Reserve Funds have as their primary objective to assure investment liquidity adequate to cover debt service obligations on the required payment dates. Securities purchased shall not have a stated final maturity date which exceeds the next debt service payment date.

CAPITAL IMPROVEMENT/RESERVE FUNDS. These funds shall have as their primary objective to assure funds are available at the time project outlays are required to be made. These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. These securities may be short-to-medium- or longer-term securities, depending upon current market yields. The stated final maturity date of securities held in a particular fund may not exceed the estimated project completion date. These portfolios should include approximately 5-10% in highly liquid securities to allow for flexibility and unanticipated outlays.

SPECIAL REVENUE FUNDS. Special Revenue Funds, as with Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Consequently, these funds also will be invested in short-to-medium term securities which will complement each utilizing a staggered maturity basis. However, in certain cases, longer term securities which result in a better yield may be utilized when matched to specific requirements. These portfolios should include approximately 5-10% in highly liquid securities to allow for flexibility and unanticipated outlays.

TRUST FUNDS. Trust Funds, as with Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Consequently, these funds also will be invested in short-to-medium term securities which will complement each utilizing a staggered maturity basis. However, in certain cases, longer term securities which result in a better yield may be utilized when matched to specific requirements. These portfolios should include approximately 5-10% in highly liquid securities to allow for flexibility and unanticipated outlays.

VII. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be held in safekeeping by either the City, a third-party financial institution, or the City's designated depository. All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third-party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, CUSIP

number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City.

All securities pledged to the City for certificates of deposit or demand deposits shall be held by an independent third-party bank doing business in Texas. The safekeeping bank may be within the same holding company as the bank from which the securities are pledged.

Collateralization

Collateralization shall be required on two types of investments:

- (a) Overnight and term bank deposits over the FDIC insurance coverage of \$250,000 and
- (b) repurchase agreements.

Collateralization shall be of the type described in IX. (B) (1)-(3).

The right of collateral substitution is granted, subsequent to the review and approval of an authorized Investment Officer as long as deposits remain fully secured at all times.

VIII. INTERNAL CONTROLS

The Investment Officer shall establish a system of internal controls which will be reviewed annually with the independent auditor of the City. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City.

IX. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below. The investments are to be chosen in a manner which promotes diversification of market sector and maturity and are intended to be held to maturity, although securities may be sold as necessary for to unexpected liquidity needs.

At least three bids or offers must be solicited and documented for all other transactions involving individual securities. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. Pool and money market fund rates should be monitored for best value, but do not require competitive bidding.

The choice of high-grade government investments and high-grade money market instruments is designed to assure the marketability of those investments should liquidity needs arise. The maximum allowable stated maturity of any individual investment owned by the City is three (3) years.

(A) U.S. Government and State of Texas Investments:

- (1) obligations of the United States or its agencies and instrumentalities, not to exceed three years to stated maturity;
- (2) direct obligations of this state or its agencies and instrumentalities, not to exceed one year to stated maturity, except for City of Marshall, Texas obligations which may have any stated maturity.
- (3) Certificates of deposit, not to exceed one year to stated maturity, if issued by a state or national bank doing business in this state and is:
- (4) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
- (5) secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including FHLB Letters of Credit (LOC), and mortgage-backed securities directly issued by a federal agency or instrumentality that have a market

value of not less than the principal amount of the certificates, but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) of the Public Funds Investment Act or;

(6) secured in any other manner and amount provided by law for deposits of the City.

(B) A fully collateralized repurchase agreement, as defined in the Act, if it:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1) of the Public Funds Investment Act; and
- (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
- (4) is placed through a government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(C) No-load money market mutual funds if the mutual fund:

- (1) is registered with and regulated by the Securities and Exchange Commission;
- (2) has a dollar-weighted average stated maturity of 60 days or less;
- (3) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) invests exclusively in authorized investments permitted by the Act.

(D) Public funds investment pools as defined in the Public Funds Investment Act Section 2256.016-2256.019. An investment pool must invest the funds it receives from the City in authorized investments permitted by the Public Funds Investment Act. Further, as required by the Act, a public funds investment pool must continuously be rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(E) If additional types of securities are approved for investment of public funds by state statutes, they will not be eligible for investment by the City until this policy has been amended and the amended version approved by the City Council.

The City shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.

The City is not required to liquidate investments that were authorized investments at the time of purchase but were subsequently withdrawn as permitted investments in the Act. (Tex. Gov't. Code Sec. 2256.017)

X. UNAUTHORIZED INVESTMENTS

The Investment Officer has no authority to use any of the following investment instruments.

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index;
- Bankers Acceptances
- Commercial Paper
- Bond Mutual Funds

XI. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Investment Officer shall invest City funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- Depository Bank;
- Other state or national banks domiciled in Texas that are insured by FDIC. (approved on an individual basis by the City Council and a contract executed requiring adequate security for the investment/deposit)
- Public funds investment pools.
- Government securities brokers and dealers. (approved on an individual basis by the City Council)
-

Qualifications for Approval of Broker/Dealers

In accordance with the Act, a written copy of this investment policy shall be presented to any person seeking to sell to the City an authorized investment. Broker/dealers or any financial institution shall provide written acknowledgement that it has received the policy. A qualified representative of a “business organization,” defined as an investment pool or investment manager, seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has: (Exhibit A)

1. received and thoroughly reviewed the investment policy of the City; and
2. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

The Investment Officer may not buy any securities from a person who has not delivered to the City an instrument in substantially the form provided above according to the Act.

XII. INVESTMENT REPORTS

The Investment Officer shall submit quarterly an investment report to the City Manager and to the City Council that includes:

- A. Investment position of the City on the date of the report;
- B. Be signed by the Finance Director and the Assistant Director of Finance;

- C. A summary statement of each pooled fund or individual portfolio, that states the:
 - 1. Beginning market value for the reporting period;
 - 2. Additions and changes to the market value for the period;
 - 3. Ending market value for the period;
 - 4. Method used to monitor the market price of the investment.
- D. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and pooled fund type.
- E. State the maturity date of each separately invested asset that has a maturity date.
- F. State the category of investments (pooled fund group) for which each individual investment was acquired.
- G. State the compliance of the investment portfolio of the City as it relates to the investment strategy expressed in the City's investment policy and compliance with all laws governing the City's investments.
- H.

XIII. PERFORMANCE STANDARD

The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The basis used to determine whether market yields are being achieved shall be the average yield on the three (3) month U.S. Treasury bill.

XIV. COMPLIANCE AUDIT

The City's external independent auditor will conduct an annual review of the quarterly reports in conjunction with the annual financial audit. The results of the audit will be reported to City Council. The audit will also review compliance with management controls on investments and adherence to this Policy **every even year**.

XV. DEPOSITORIES

The City will designate one banking institution through a competitive process as its central banking services provider every five years. This institution will be used for normal banking services including disbursements, deposits, lockbox, controlled disbursement and safekeeping of securities. Other banking institutions from which the City may purchase certificates of deposit may also be designated after they provide their latest audited financial statements to the City.

XVI. INVESTMENT POLICY ADOPTION BY CITY COUNCIL

The City's investment policy shall be reviewed, on an annual basis, by the City Council and the City Manager. The City's investment policy shall be adopted annually by resolution of the City Council.

AMENDED AND ADOPTED ON THIS THE 26th DAY OF FEBRUARY, 2026.

Mayor of the City Council
Marshall, Texas

Attest:

City Secretary

CERTIFICATION BY BUSINESS ORGANIZATION

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the City of Marshall, Texas (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Investor on such terms as are defined in the Texas Public Funds Investment Act, chapter 2256, Texas Government Code,
2. The Qualified Representative of the Business Organization has received and reviewed the Investor's Investment Policy furnished by the Investor, and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's Investment Policy. However, authorization dependent upon an analysis of the makeup of the Investor's entire portfolio or which requires and interpretation of subjective investment standards by the Investor is not required by the Business Organization.

Qualified Representative of the Business Organization

Organization: _____

Name: _____

Title: _____

Date: _____



TO: City Council
DATE: February 26, 2026
ITEM #: 11.A
SUBJECT: Consider approval to award a contract for the I-20 Utility Relocation Project (\$6,062,316.00). (Public Works)

Recommendation for Action: Motion to approve and award a contract to Canary Construction, Inc. for the I-20 Utility Relocation Project.

Executive Summary:

On Tuesday, February 10, 2026, the City of Marshall received sealed bids for the I-20 Utility Relocation Project. Eleven (11) bids were received, publicly opened, and read aloud. The bidders and their respective bid amounts are as follows:

1. Canary Construction, Inc. – Lewisville, Texas – \$6,062,316.00
2. David Lawler Construction, Inc. – Shreveport, Louisiana – \$6,185,572.90
3. ASB Utility Construction, LLC – Shreveport, Louisiana – \$6,381,637.50
4. J2 Construction Services, LLC – Longview, Texas – \$6,550,081.00
5. Blackrock Construction – Mansfield, Texas – \$6,618,333.00
6. Pate Garver, LP – Houston, Texas – \$6,868,538.83
7. Wicker Construction, Inc. – Shreveport, Louisiana – \$6,927,889.00
8. WM Miller Construction Company, Inc. – Judson, Texas – \$7,118,126.04
9. Pulley Construction, Inc. – Benton, Louisiana – \$7,492,000.00
10. East Texas Bridge, Inc. – Longview, Texas – \$7,917,725.00
11. Belt Construction of Texas, LLC – Texarkana, Texas – \$8,870,100.00

A summary of the bid tabulation is attached for review.

After evaluating the bids received, KSA Engineering has reviewed the submittals and determined that Canary Construction, Inc. submitted the lowest responsive and responsible bid. KSA Engineering recommends awarding the contract to Canary Construction, Inc. of Lewisville, Texas, in the amount of \$6,062,316.00.

Funding for this project will be provided through the TxDOT State Infrastructure Bank (SIB) Loan program. Costs associated with the I-20 utility relocation portion of the project are 100% reimbursable through the SIB loan.

Staff concurs with the engineer's recommendation and requests Council approval to award the contract to Canary Construction, Inc. in the amount stated above.

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

Budget Cost: \$6,062,316.00

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments: 1. 2026-02-12 MVossmer Award Consideration

February 12, 2026

Ms. Melissa Vossmer
City Manager
City of Marshall
PO Box 698
Marshall, TX 75670

via email

**RE: City of Marshall
I-20 Utility Relocations
KSA Project No. 103076
Award Consideration and Bid Tabulation**

Dear Ms. Vossmer,

Sealed bids were received, publicly opened, and read aloud for the above reference project on Tuesday, February 10, 2026, at 3:00 PM at Marshall City Hall. A total of eleven (11) bids were received, as shown on the attached bid tabulation.

The notification and advertising process for this bid included advertisement in the local newspaper, and presentation of the plans and specifications on www.civcastusa.com.

Canary Construction, Inc. of Lewisville, TX submitted the low bid in the amount of \$6,062,316.00.

From review of the information provided in the bid proposal, and prior experience with the Contractor, the low bidder appears qualified to perform the work required and is capable of successfully completing the project.

Respectfully,

KSA – a PAPE-DAWSON company



Brian C. Pritchett, P.E.
Project Manager

BCP/ss

Enclosure: Bid Tabulation

pc: Cory Owen, City of Marshall
Douglas Box, City of Marshall

BID TABULATION

**City of Marshall
I-20 Utility Relocations
KSA Project No. 103076
Bid Date: February 10, 2026**

01
Canary Construction, Inc.
802 N. Kealy Ave., Suite 101
Lewisville, TX 75057
469.464.3823

02
David Lawler
Construction, Inc.
8310 Dixie Blanchard Rd.
Shreveport, TX 71107
318.929.4882

03
ASB Utility
Construction, LLC
8288 Old Mooringsport Rd.
Shreveport, LA 71107
318.272.4475

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - GENERAL									
1.01	Mobilization, Insurance and Bonds	EA	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00
1.02	Project Sign	EA	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
1.03	Sanitary Sewer and Manhole Testing	LF	6,672	\$3.00	\$20,016.00	\$5.00	\$33,360.00	\$3.00	\$20,016.00
1.04	Temporary Bypass Pumping	DAY	20	\$1,000.00	\$20,000.00	\$2,000.00	\$40,000.00	\$4,000.00	\$80,000.00
1.05	Storm Water Pollution Prevention	MO	9	\$500.00	\$4,500.00	\$2,000.00	\$18,000.00	\$400.00	\$3,600.00
1.06	Care of Water During Construction	MO	9	\$1,000.00	\$9,000.00	\$25,000.00	\$225,000.00	\$4,000.00	\$36,000.00
1.07	Barricades, Signs, and Traffic Control	MO	9	\$600.00	\$5,400.00	\$1,200.00	\$10,800.00	\$750.00	\$6,750.00
1.08	Clearing and Grubbing	AC	4.0	\$5,500.00	\$22,000.00	\$40,000.00	\$160,000.00	\$5,000.00	\$20,000.00
1.09	Filter Fabric Fence	LF	3,551	\$4.00	\$14,204.00	\$2.90	*\$10,297.90	\$2.50	\$8,877.50
1.10	Erosion Control Matting	SY	987	\$4.00	\$3,948.00	\$10.00	\$9,870.00	\$4.00	\$3,948.00
1.11	Seed and Fertilize	AC	4.0	\$5,500.00	\$22,000.00	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00
1.12	Trench Safety	LF	10,758	\$1.00	\$10,758.00	\$1.00	\$10,758.00	\$2.00	\$21,516.00
1.13	Foundation Material for Unstable Trench	CY	452	\$15.00	\$6,780.00	\$85.00	\$38,420.00	\$100.00	\$45,200.00
1.14	Open Cut and Repair Gravel Driveway	SY	78	\$15.00	\$1,170.00	\$29.00	\$2,262.00	\$30.00	\$2,340.00
1.15	Open Cut and Repair Concrete Driveway	SY	70	\$200.00	\$14,000.00	\$200.00	\$14,000.00	\$135.00	\$9,450.00
1.16	Special Provisions for Temporary Construction Easements	EA	9	\$900.00	\$8,100.00	\$1,500.00	\$13,500.00	\$3,000.00	\$27,000.00
1.17	Miscellaneous Allowance	AL	1	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
TOTAL - SCHEDULE 1.0					\$613,876.00		*\$1,047,267.90		\$848,697.50
SCHEDULE 2.0 - SANITARY SEWER IMPROVEMENTS									
2.01	Remove Existing 4-inch Sewer Line	LF	127	\$10.00	\$1,270.00	\$10.00	\$1,270.00	\$25.00	\$3,175.00
2.02	Remove Existing 10-inch Sewer Line	LF	1,822	\$20.00	\$36,440.00	\$14.00	\$25,508.00	\$25.00	\$45,550.00
2.03	Remove Existing 30-inch Sewer Line	LF	966	\$45.00	\$43,470.00	\$20.00	*\$19,320.00	\$40.00	\$38,640.00
2.04	Remove Existing 33-inch Sewer Line	LF	1,746	\$45.00	\$78,570.00	\$21.00	\$36,666.00	\$45.00	\$78,570.00
2.05	Flowable Fill Abandoned Sanitary Sewer Line	CY	450	\$280.00	\$126,000.00	\$300.00	\$135,000.00	\$330.00	\$148,500.00
2.06	Cut, Plug, and Abandon Existing Sanitary Sewer Line	EA	10	\$20.00	\$200.00	\$2,500.00	\$25,000.00	\$500.00	\$5,000.00
2.07	Remove and Dispose of Existing Manhole	EA	6	\$1,000.00	\$6,000.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00
2.08	Abandon Existing Manhole	EA	3	\$800.00	\$2,400.00	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00
2.09	4-inch PVC Sanitary Sewer Line	LF	32	\$75.00	\$2,400.00	\$25.00	\$800.00	\$35.00	\$1,120.00
2.10	10-inch PVC Sanitary Sewer Line	LF	1,500	\$80.00	\$120,000.00	\$45.00	\$67,500.00	\$50.00	\$75,000.00
2.11	30-inch Ductile Iron Sanitary Sewer Line	LF	942	\$560.00	\$527,520.00	\$420.00	\$395,640.00	\$490.00	\$461,580.00
2.12	30-inch Restrained Ductile Iron Sanitary Sewer Line	LF	771	\$565.00	\$435,615.00	\$550.00	\$424,050.00	\$580.00	\$447,180.00
2.13	36-inch Ductile Iron Sanitary Sewer Line	LF	2,864	\$565.00	\$1,618,160.00	\$520.00	\$1,489,280.00	\$625.00	\$1,790,000.00
2.14	36-in Restrained Joint Ductile Iron Sanitary Sewer Line	LF	563	\$585.00	\$329,355.00	\$693.00	\$390,159.00	\$700.00	\$394,100.00
2.15	48-inch Steel Encasement by Open Cut	LF	404	\$1,000.00	\$404,000.00	\$671.00	\$271,084.00	\$700.00	\$282,800.00
2.16	48-inch Steel Encasement by Dry Bore	LF	363	\$1,600.00	\$580,800.00	\$1,707.00	\$619,641.00	\$2,000.00	\$726,000.00
2.17	54-inch Steel Encasement by Open Cut	LF	355	\$1,200.00	\$426,000.00	\$777.00	\$275,835.00	\$825.00	\$292,875.00
2.18	54-inch Steel Encasement by Dry Bore	LF	206	\$1,900.00	\$391,400.00	\$1,900.00	\$391,400.00	\$2,300.00	\$473,800.00
2.19	48-inch Manhole (0-8 ft)	EA	3	\$7,000.00	\$21,000.00	\$8,000.00	\$24,000.00	\$6,000.00	\$18,000.00
2.20	Extra Depth - 4-inch Manhole	VF	3	\$280.00	\$840.00	\$444.00	\$1,332.00	\$350.00	\$1,050.00
2.21	60-inch Manhole (0-8 ft)	EA	6	\$12,000.00	\$72,000.00	\$30,000.00	\$180,000.00	\$8,000.00	\$48,000.00
2.22	Extra Depth - 60-inch Manhole	EA	30	\$400.00	\$12,000.00	\$569.00	\$17,070.00	\$500.00	\$15,000.00
2.23	72-inch Manhole	EA	3	\$31,000.00	\$93,000.00	\$34,000.00	\$102,000.00	\$20,000.00	\$60,000.00
2.24	84-inch Manhole	EA	2	\$36,000.00	\$72,000.00	\$60,000.00	\$120,000.00	\$32,000.00	\$64,000.00
2.25	Short Side Sanitary Sewer Service	EA	1	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
2.26	Tie in Existing 30-inch Sanitary Sewer Line	EA	2	\$3,500.00	\$7,000.00	\$7,500.00	\$15,000.00	\$5,000.00	\$10,000.00
2.27	Tie in Existing 33-inch Sanitary Sewer Line	EA	2	\$4,000.00	\$8,000.00	\$8,000.00	\$16,000.00	\$5,000.00	\$10,000.00
2.28	60-Inch Vented Manhole (0-8 ft)	EA	2	\$15,000.00	\$30,000.00	\$35,000.00	\$70,000.00	\$12,000.00	\$24,000.00
TOTAL - SCHEDULE 2.0					\$5,448,440.00		*\$5,138,305.00		\$5,532,940.00
TOTAL - SCHEDULES 1.0 and 2.0					\$6,062,316.00		*\$6,185,572.90		\$6,381,637.50

Compiled by:



TBPE Firm Registration No. F-1356

Brian C. Pritchett

Brian C. Pritchett, P.E.
Project Manager

*Bidder Error - Discrepancies resolved per Instruction to Bidders Article 14.01.d.3 regarding unit bid prices.

BID TABULATION

**City of Marshall
I-20 Utility Relocations
KSA Project No. 103076
Bid Date: February 10, 2026**

04
J2 Construction
Services, LLC
3603 Brent Rd.
Longview, TX 75604
903.491.9001

05
Blackrock Construction
2400 HWY 287 N
Suite 100
Mansfield, TX 76063
512.738.6700

06
Pate Garver, LP
7600 S. Santa Fe Dr.
BLDG. A1
Houston, TX 77061
832.917.1611

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - GENERAL									
1.01	Mobilization, Insurance and Bonds	EA	1	\$295,000.00	\$295,000.00	\$330,000.00	\$330,000.00	\$300,000.00	\$300,000.00
1.02	Project Sign	EA	2	\$535.00	\$1,070.00	\$975.00	\$1,950.00	\$1,320.00	\$2,640.00
1.03	Sanitary Sewer and Manhole Testing	LF	6,672	\$10.00	\$66,720.00	\$5.00	\$33,360.00	\$4.30	\$28,689.60
1.04	Temporary Bypass Pumping	DAY	20	\$18,615.00	\$372,300.00	\$5,675.00	\$113,500.00	\$800.00	\$16,000.00
1.05	Storm Water Pollution Prevention	MO	9	\$250.00	\$2,250.00	\$2,270.00	\$20,430.00	\$3,300.00	\$29,700.00
1.06	Care of Water During Construction	MO	9	\$20,910.00	\$188,190.00	\$2,850.00	\$25,650.00	\$1,500.00	\$13,500.00
1.07	Barricades, Signs, and Traffic Control	MO	9	\$440.00	\$3,960.00	\$4,255.00	\$38,295.00	\$3,300.00	\$29,700.00
1.08	Clearing and Grubbing	AC	4.0	\$8,694.00	\$34,776.00	\$7,500.00	\$30,000.00	\$25,000.00	\$100,000.00
1.09	Filter Fabric Fence	LF	3,551	\$3.00	\$10,653.00	\$4.00	\$14,204.00	\$4.30	\$15,269.30
1.10	Erosion Control Matting	SY	987	\$7.00	\$6,909.00	\$2.50	\$2,467.50	\$2.00	\$1,974.00
1.11	Seed and Fertilize	AC	4.0	\$2,223.00	\$8,892.00	\$9,000.00	\$36,000.00	\$2,178.00	\$8,712.00
1.12	Trench Safety	LF	10,758	\$8.00	\$86,064.00	\$1.50	\$16,137.00	\$1.30	\$13,985.40
1.13	Foundation Material for Unstable Trench	CY	452	\$104.00	\$47,008.00	\$127.00	\$57,404.00	\$50.00	\$22,600.00
1.14	Open Cut and Repair Gravel Driveway	SY	78	\$30.00	\$2,340.00	\$45.00	\$3,510.00	\$67.00	\$5,226.00
1.15	Open Cut and Repair Concrete Driveway	SY	70	\$187.00	\$13,090.00	\$170.00	\$11,900.00	\$264.00	\$18,480.00
1.16	Special Provisions for Temporary Construction Easements	EA	9	\$892.00	\$8,028.00	\$3,600.00	\$32,400.00	\$3,300.00	\$29,700.00
1.17	Miscellaneous Allowance	AL	1	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
TOTAL - SCHEDULE 1.0					\$1,397,250.00		\$1,017,207.50		\$886,176.30
SCHEDULE 2.0 - SANITARY SEWER IMPROVEMENTS									
2.01	Remove Existing 4-inch Sewer Line	LF	127	\$12.00	\$1,524.00	\$40.50	\$5,143.50	\$77.00	\$9,779.00
2.02	Remove Existing 10-inch Sewer Line	LF	1,822	\$13.00	\$23,686.00	\$45.50	\$82,901.00	\$36.00	\$65,592.00
2.03	Remove Existing 30-inch Sewer Line	LF	966	\$38.00	\$36,708.00	\$55.50	\$53,613.00	\$57.00	\$55,062.00
2.04	Remove Existing 33-inch Sewer Line	LF	1,746	\$37.00	\$64,602.00	\$55.50	\$96,903.00	\$56.00	\$97,776.00
2.05	Flowable Fill Abandoned Sanitary Sewer Line	CY	450	\$287.00	\$129,150.00	\$75.00	\$33,750.00	\$566.00	\$254,700.00
2.06	Cut, Plug, and Abandon Existing Sanitary Sewer Line	EA	10	\$1,090.00	\$10,900.00	\$1,500.00	\$15,000.00	\$2,175.00	\$21,750.00
2.07	Remove and Dispose of Existing Manhole	EA	6	\$1,840.00	\$11,040.00	\$1,420.00	\$8,520.00	\$5,557.00	\$33,342.00
2.08	Abandon Existing Manhole	EA	3	\$2,500.00	\$7,500.00	\$1,646.00	\$4,938.00	\$5,573.00	\$16,719.00
2.09	4-inch PVC Sanitary Sewer Line	LF	32	\$25.00	\$800.00	\$117.00	\$3,744.00	\$352.00	\$11,264.00
2.10	10-inch PVC Sanitary Sewer Line	LF	1,500	\$44.00	\$66,000.00	\$139.00	\$208,500.00	\$86.00	\$129,000.00
2.11	30-inch Ductile Iron Sanitary Sewer Line	LF	942	\$459.00	\$432,378.00	\$527.00	\$496,434.00	\$650.88	\$613,128.96
2.12	30-inch Restrained Ductile Iron Sanitary Sewer Line	LF	771	\$502.00	\$387,042.00	\$668.00	\$515,028.00	\$697.82	\$538,019.22
2.13	36-inch Ductile Iron Sanitary Sewer Line	LF	2,864	\$534.00	\$1,529,376.00	\$638.00	\$1,827,232.00	\$751.17	\$2,151,350.88
2.14	36-in Restrained Joint Ductile Iron Sanitary Sewer Line	LF	563	\$650.00	\$365,950.00	\$825.00	\$464,475.00	\$902.69	\$508,214.47
2.15	48-inch Steel Encasement by Open Cut	LF	404	\$871.00	\$351,884.00	\$687.00	\$277,548.00	\$668.00	\$269,872.00
2.16	48-inch Steel Encasement by Dry Bore	LF	363	\$1,782.00	\$646,866.00	\$1,265.00	\$459,195.00	\$821.00	\$298,023.00
2.17	54-inch Steel Encasement by Open Cut	LF	355	\$1,175.00	\$417,125.00	\$900.00	\$319,500.00	\$820.00	\$291,100.00
2.18	54-inch Steel Encasement by Dry Bore	LF	206	\$2,002.00	\$412,412.00	\$1,545.00	\$318,270.00	\$1,239.00	\$255,234.00
2.19	48-inch Manhole (0-8 ft)	EA	3	\$6,061.00	\$18,183.00	\$13,740.00	\$41,220.00	\$7,518.00	\$22,554.00
2.20	Extra Depth - 4-inch Manhole	VF	3	\$262.00	\$786.00	\$602.00	\$1,806.00	\$312.00	\$936.00
2.21	60-inch Manhole (0-8 ft)	EA	6	\$9,846.00	\$59,076.00	\$17,005.00	\$102,030.00	\$10,728.00	*\$64,368.00
2.22	Extra Depth - 60-inch Manhole	EA	30	\$396.00	\$11,880.00	\$655.00	\$19,650.00	\$798.00	\$23,940.00
2.23	72-inch Manhole	EA	3	\$17,473.00	\$52,419.00	\$27,390.00	\$82,170.00	\$32,007.00	\$96,021.00
2.24	84-inch Manhole	EA	2	\$33,685.00	\$67,370.00	\$45,460.00	\$90,920.00	\$46,330.00	\$92,660.00
2.25	Short Side Sanitary Sewer Service	EA	1	\$1,456.00	\$1,456.00	\$3,185.00	\$3,185.00	\$1,321.00	\$1,321.00
2.26	Tie in Existing 30-inch Sanitary Sewer Line	EA	2	\$3,568.00	\$7,136.00	\$5,495.00	\$10,990.00	\$9,795.00	\$19,590.00
2.27	Tie in Existing 33-inch Sanitary Sewer Line	EA	2	\$3,568.00	\$7,136.00	\$5,495.00	\$10,990.00	\$9,795.00	\$19,590.00
2.28	60-Inch Vented Manhole (0-8 ft)	EA	2	\$16,223.00	\$32,446.00	\$23,735.00	\$47,470.00	\$10,728.00	\$21,456.00
TOTAL - SCHEDULE 2.0					\$5,152,831.00		\$5,601,125.50		*\$5,982,362.53
TOTAL - SCHEDULES 1.0 and 2.0					\$6,550,081.00		\$6,618,333.00		*\$6,868,538.83

*Bidder Error - Discrepancies resolved per Instruction to Bidders Article 14.01.d.3 regarding unit bid prices.

BID TABULATION

City of Marshall
I-20 Utility Relocations
KSA Project No. 103076
Bid Date: February 10, 2026

07
 Wicker Construction, Inc.
 9640 Wallace Lake Rd.
 Shreveport, LA 71106
 318.207.2718

08
 WM Miller Construction
 Company, Inc.
 PO Box 38
 Judson, TX 75660
 903.663.4172

09
 Pulley Construction, Inc.
 110 Alfa Lane
 Benton, LA 71006
 318.747.1819

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - GENERAL									
1.01	Mobilization, Insurance and Bonds	EA	1	\$345,000.00	\$345,000.00	\$150,057.68	\$150,057.68	\$370,502.00	\$370,502.00
1.02	Project Sign	EA	2	\$1,000.00	\$2,000.00	\$1,988.63	\$3,977.26	\$5,000.00	\$10,000.00
1.03	Sanitary Sewer and Manhole Testing	LF	6,672	\$3.00	\$20,016.00	\$9.82	\$65,519.04	\$5.00	\$33,360.00
1.04	Temporary Bypass Pumping	DAY	20	\$3,900.00	\$78,000.00	\$8,002.84	\$160,056.80	\$4,000.00	\$80,000.00
1.05	Storm Water Pollution Prevention	MO	9	\$250.00	\$2,250.00	\$1,207.73	\$10,869.57	\$1,000.00	\$9,000.00
1.06	Care of Water During Construction	MO	9	\$500.00	\$4,500.00	\$4,212.83	\$37,915.47	\$1,000.00	\$9,000.00
1.07	Barricades, Signs, and Traffic Control	MO	9	\$4,500.00	\$40,500.00	\$5,185.00	\$46,665.00	\$2,000.00	\$18,000.00
1.08	Clearing and Grubbing	AC	4.0	\$15,000.00	\$60,000.00	\$6,916.20	\$27,664.80	\$30,000.00	\$120,000.00
1.09	Filter Fabric Fence	LF	3,551	\$4.00	\$14,204.00	\$3.46	\$12,286.46	\$4.00	\$14,204.00
1.10	Erosion Control Matting	SY	987	\$5.00	\$4,935.00	\$6.12	\$6,040.44	\$4.00	\$3,948.00
1.11	Seed and Fertilize	AC	4.0	\$3,000.00	\$12,000.00	\$1,868.70	\$7,474.80	\$4,000.00	\$16,000.00
1.12	Trench Safety	LF	10,758	\$1.00	\$10,758.00	\$2.40	\$25,819.20	\$2.00	\$21,516.00
1.13	Foundation Material for Unstable Trench	CY	452	\$100.00	\$45,200.00	\$196.68	\$88,899.36	\$90.00	\$40,680.00
1.14	Open Cut and Repair Gravel Driveway	SY	78	\$75.00	\$5,850.00	\$64.67	\$5,044.26	\$40.00	\$3,120.00
1.15	Open Cut and Repair Concrete Driveway	SY	70	\$150.00	\$10,500.00	\$83.98	\$5,878.60	\$150.00	\$10,500.00
1.16	Special Provisions for Temporary Construction Easements	EA	9	\$500.00	\$4,500.00	\$600.00	\$5,400.00	\$3,000.00	\$27,000.00
1.17	Miscellaneous Allowance	AL	1	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
TOTAL - SCHEDULE 1.0					\$910,213.00		\$909,568.74		\$1,036,830.00
SCHEDULE 2.0 - SANITARY SEWER IMPROVEMENTS									
2.01	Remove Existing 4-inch Sewer Line	LF	127	\$55.00	\$6,985.00	\$22.90	\$2,908.30	\$30.00	\$3,810.00
2.02	Remove Existing 10-inch Sewer Line	LF	1,822	\$58.00	\$105,676.00	\$20.77	\$37,842.94	\$35.00	\$63,770.00
2.03	Remove Existing 30-inch Sewer Line	LF	966	\$85.00	\$82,110.00	\$62.79	\$60,655.14	\$50.00	\$48,300.00
2.04	Remove Existing 33-inch Sewer Line	LF	1,746	\$85.00	\$148,410.00	\$70.47	\$123,040.62	\$45.00	\$78,570.00
2.05	Flowable Fill Abandoned Sanitary Sewer Line	CY	450	\$495.00	\$222,750.00	\$406.47	\$182,911.50	\$240.00	\$108,000.00
2.06	Cut, Plug, and Abandon Existing Sanitary Sewer Line	EA	10	\$3,500.00	\$35,000.00	\$603.30	\$6,033.00	\$2,000.00	\$20,000.00
2.07	Remove and Dispose of Existing Manhole	EA	6	\$4,000.00	\$24,000.00	\$2,156.25	\$12,937.50	\$2,000.00	\$12,000.00
2.08	Abandon Existing Manhole	EA	3	\$4,000.00	\$12,000.00	\$2,380.65	\$7,141.95	\$3,000.00	\$9,000.00
2.09	4-inch PVC Sanitary Sewer Line	LF	32	\$70.00	\$2,240.00	\$52.20	\$1,670.40	\$60.00	\$1,920.00
2.10	10-inch PVC Sanitary Sewer Line	LF	1,500	\$85.00	\$127,500.00	\$41.46	\$62,190.00	\$60.00	\$90,000.00
2.11	30-inch Ductile Iron Sanitary Sewer Line	LF	942	\$585.00	\$551,070.00	\$570.59	\$537,495.78	\$675.00	\$635,850.00
2.12	30-inch Restrained Ductile Iron Sanitary Sewer Line	LF	771	\$605.00	\$466,455.00	\$584.14	\$450,371.94	\$750.00	\$578,250.00
2.13	36-inch Ductile Iron Sanitary Sewer Line	LF	2,864	\$615.00	\$1,761,360.00	\$677.97	\$1,941,706.08	\$750.00	\$2,148,000.00
2.14	36-in Restrained Joint Ductile Iron Sanitary Sewer Line	LF	563	\$720.00	\$405,360.00	\$749.57	\$422,007.91	\$850.00	\$478,550.00
2.15	48-inch Steel Encasement by Open Cut	LF	404	\$745.00	\$300,980.00	\$869.46	\$351,261.84	\$850.00	\$343,400.00
2.16	48-inch Steel Encasement by Dry Bore	LF	363	\$1,800.00	\$653,400.00	\$1,949.92	\$707,820.96	\$1,800.00	\$653,400.00
2.17	54-inch Steel Encasement by Open Cut	LF	355	\$902.00	\$320,210.00	\$1,218.18	\$432,453.90	\$950.00	\$337,250.00
2.18	54-inch Steel Encasement by Dry Bore	LF	206	\$2,320.00	\$477,920.00	\$1,964.64	\$404,715.84	\$2,100.00	\$432,600.00
2.19	48-inch Manhole (0-8 ft)	EA	3	\$6,400.00	\$19,200.00	\$7,515.00	\$22,545.00	\$9,000.00	\$27,000.00
2.20	Extra Depth - 4-inch Manhole	VF	3	\$250.00	\$750.00	\$1,181.50	\$3,544.50	\$500.00	\$1,500.00
2.21	60-inch Manhole (0-8 ft)	EA	6	\$10,300.00	\$61,800.00	\$10,555.60	\$63,333.60	\$12,000.00	\$72,000.00
2.22	Extra Depth - 60-inch Manhole	EA	30	\$400.00	\$12,000.00	\$976.40	\$29,292.00	\$600.00	\$18,000.00
2.23	72-inch Manhole	EA	3	\$17,600.00	\$52,800.00	\$45,774.50	\$137,323.50	\$27,000.00	\$81,000.00
2.24	84-inch Manhole	EA	2	\$30,400.00	\$60,800.00	\$59,382.00	\$118,764.00	\$42,000.00	\$84,000.00
2.25	Short Side Sanitary Sewer Service	EA	1	\$3,200.00	\$3,200.00	\$3,626.10	\$3,626.10	\$5,000.00	\$5,000.00
2.26	Tie in Existing 30-inch Sanitary Sewer Line	EA	2	\$17,500.00	\$35,000.00	\$10,026.00	\$20,052.00	\$20,000.00	\$40,000.00
2.27	Tie in Existing 33-inch Sanitary Sewer Line	EA	2	\$19,750.00	\$39,500.00	\$7,606.50	\$15,213.00	\$20,000.00	\$40,000.00
2.28	60-Inch Vented Manhole (0-8 ft)	EA	2	\$14,600.00	\$29,200.00	\$24,849.00	\$49,698.00	\$22,000.00	\$44,000.00
TOTAL - SCHEDULE 2.0					\$6,017,676.00		\$6,208,557.30		\$6,455,170.00
TOTAL - SCHEDULES 1.0 and 2.0					\$6,927,889.00		\$7,118,126.04		\$7,492,000.00

*Bidder Error - Discrepancies resolved per Instruction to Bidders Article 14.01.d.3 regarding unit bid prices.

BID TABULATION

**City of Marshall
I-20 Utility Relocations
KSA Project No. 103076
Bid Date: February 10, 2026**

10
East Texas Bridge, Inc.
PO Box 6218
Longview, TX 75608
903.553.9669

11
Belt Construction
of Texas, LLC
PO Box 867
Texarkana, TX 75504
870.772.7216

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0 - GENERAL							
1.01	Mobilization, Insurance and Bonds	EA	1	\$715,830.00	\$715,830.00	\$400,000.00	\$400,000.00
1.02	Project Sign	EA	2	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00
1.03	Sanitary Sewer and Manhole Testing	LF	6,672	\$20.00	\$133,440.00	\$3.00	\$20,016.00
1.04	Temporary Bypass Pumping	DAY	20	\$8,000.00	\$160,000.00	\$1,000.00	\$20,000.00
1.05	Storm Water Pollution Prevention	MO	9	\$20,000.00	\$180,000.00	\$100.00	\$900.00
1.06	Care of Water During Construction	MO	9	\$40,000.00	\$360,000.00	\$5,000.00	\$45,000.00
1.07	Barricades, Signs, and Traffic Control	MO	9	\$35,000.00	\$315,000.00	\$1,800.00	\$16,200.00
1.08	Clearing and Grubbing	AC	4.0	\$40,000.00	\$160,000.00	\$10,000.00	\$40,000.00
1.09	Filter Fabric Fence	LF	3,551	\$14.00	\$49,714.00	\$3.00	\$10,653.00
1.10	Erosion Control Matting	SY	987	\$12.00	\$11,844.00	\$10.00	\$9,870.00
1.11	Seed and Fertilize	AC	4.0	\$4,000.00	\$16,000.00	\$3,000.00	\$12,000.00
1.12	Trench Safety	LF	10,758	\$12.00	\$129,096.00	\$5.00	\$53,790.00
1.13	Foundation Material for Unstable Trench	CY	452	\$130.00	\$58,760.00	\$75.00	\$33,900.00
1.14	Open Cut and Repair Gravel Driveway	SY	78	\$30.00	\$2,340.00	\$20.00	\$1,560.00
1.15	Open Cut and Repair Concrete Driveway	SY	70	\$300.00	\$21,000.00	\$150.00	\$10,500.00
1.16	Special Provisions for Temporary Construction Easements	EA	9	\$5,000.00	\$45,000.00	\$1,000.00	\$9,000.00
1.17	Miscellaneous Allowance	AL	1	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
TOTAL - SCHEDULE 1.0					\$2,616,024.00		\$935,389.00
SCHEDULE 2.0 - SANITARY SEWER IMPROVEMENTS							
2.01	Remove Existing 4-inch Sewer Line	LF	127	\$20.00	\$2,540.00	\$21.00	\$2,667.00
2.02	Remove Existing 10-inch Sewer Line	LF	1,822	\$25.00	\$45,550.00	\$21.00	\$38,262.00
2.03	Remove Existing 30-inch Sewer Line	LF	966	\$80.00	\$77,280.00	\$21.00	\$20,286.00
2.04	Remove Existing 33-inch Sewer Line	LF	1,746	\$95.00	\$165,870.00	\$21.00	\$36,666.00
2.05	Flowable Fill Abandoned Sanitary Sewer Line	CY	450	\$400.00	\$180,000.00	\$150.00	\$67,500.00
2.06	Cut, Plug, and Abandon Existing Sanitary Sewer Line	EA	10	\$8,000.00	\$80,000.00	\$2,700.00	\$27,000.00
2.07	Remove and Dispose of Existing Manhole	EA	6	\$5,000.00	\$30,000.00	\$4,000.00	\$24,000.00
2.08	Abandon Existing Manhole	EA	3	\$5,000.00	\$15,000.00	\$1,500.00	\$4,500.00
2.09	4-inch PVC Sanitary Sewer Line	LF	32	\$32.00	\$1,024.00	\$10.00	\$320.00
2.10	10-inch PVC Sanitary Sewer Line	LF	1,500	\$44.00	\$66,000.00	\$450.00	\$675,000.00
2.11	30-inch Ductile Iron Sanitary Sewer Line	LF	942	\$476.00	\$448,392.00	\$850.00	\$800,700.00
2.12	30-inch Restrained Ductile Iron Sanitary Sewer Line	LF	771	\$594.00	\$457,974.00	\$960.00	\$740,160.00
2.13	36-inch Ductile Iron Sanitary Sewer Line	LF	2,864	\$577.00	\$1,652,528.00	\$925.00	\$2,649,200.00
2.14	36-in Restrained Joint Ductile Iron Sanitary Sewer Line	LF	563	\$746.00	\$419,998.00	\$1,100.00	\$619,300.00
2.15	48-inch Steel Encasement by Open Cut	LF	404	\$900.00	\$363,600.00	\$1,000.00	\$404,000.00
2.16	48-inch Steel Encasement by Dry Bore	LF	363	\$975.00	\$353,925.00	\$2,000.00	\$726,000.00
2.17	54-inch Steel Encasement by Open Cut	LF	355	\$1,050.00	\$372,750.00	\$1,100.00	\$390,500.00
2.18	54-inch Steel Encasement by Dry Bore	LF	206	\$1,125.00	\$231,750.00	\$2,200.00	\$453,200.00
2.19	48-inch Manhole (0-8 ft)	EA	3	\$7,800.00	\$23,400.00	\$9,000.00	\$27,000.00
2.20	Extra Depth - 4-inch Manhole	VF	3	\$340.00	\$1,020.00	\$250.00	\$750.00
2.21	60-inch Manhole (0-8 ft)	EA	6	\$10,500.00	\$63,000.00	\$10,000.00	\$60,000.00
2.22	Extra Depth - 60-inch Manhole	EA	30	\$570.00	\$17,100.00	\$350.00	\$10,500.00
2.23	72-inch Manhole	EA	3	\$26,000.00	\$78,000.00	\$15,000.00	\$45,000.00
2.24	84-inch Manhole	EA	2	\$40,000.00	\$80,000.00	\$30,000.00	\$60,000.00
2.25	Short Side Sanitary Sewer Service	EA	1	\$6,000.00	\$6,000.00	\$200.00	\$200.00
2.26	Tie in Existing 30-inch Sanitary Sewer Line	EA	2	\$8,000.00	\$16,000.00	\$5,000.00	\$10,000.00
2.27	Tie in Existing 33-inch Sanitary Sewer Line	EA	2	\$8,000.00	\$16,000.00	\$5,000.00	\$10,000.00
2.28	60-Inch Vented Manhole (0-8 ft)	EA	2	\$18,500.00	\$37,000.00	\$16,000.00	\$32,000.00
TOTAL - SCHEDULE 2.0					\$5,301,701.00		\$7,934,711.00
TOTAL - SCHEDULES 1.0 and 2.0					\$7,917,725.00		\$8,870,100.00

*Bidder Error - Discrepancies resolved per Instruction to Bidders Article 14.01.d.3 regarding unit bid prices.



TO: City Council
DATE: February 26, 2026
ITEM #: 11.B
SUBJECT: Consider and deliberate the offer to purchase that 1.25 acre lot owned by the City of Marshall at 3610 Elysian Fields Ave. by The Turbolaters Rentals, LLC pursuant to Texas Government Code §253.014. (City Attorney / City Manager)

Recommendation for Action: Approve the purchase of a 1.25 acre lot owned by the City of Marshall at 3610 Elysian Fields Ave. by The Turbolaters Rentals, LLC in the amount of \$18,000.

Executive Summary: Under legislation passed in 2013, a home rule city may sell property in almost the same way as a private owner, with no competitive procedures required. Specifically, Section 253.014 of the Government Code reads as follows:

- “(a) In this section, “broker” means a person licensed as a broker under Chapter 1101, Occupations Code [i.e., a state-licensed real estate broker].
- (b) The governing body of a home-rule municipality may contract with a broker to sell a tract of real property that is owned by the municipality.
- (c) The governing body may pay a fee if a broker produces a ready, willing, and able buyer to purchase a tract of real property.
- (d) If a contract is made under Subsection (b) with a broker to list the tract of real property for sale for at least 30 days with a multiple-listing service, the governing body on or after the 30th day after the date the property is listed may sell the tract of real property to a ready, willing, and able buyer who is produced by any broker using the multiple-listing service and who submits the highest cash offer.
- (e) The governing body may sell a tract of real property under this section without complying with the public auction requirements prescribed by Section 253.008 or other law or the notice and bidding requirements prescribed by Section 272.001 or other law.

The City listed a number of properties with Century 21 in November 2025, including the 1.25 acres lot described in the attached contract. The conditions required under Section 253.014 of the Government Code has been met, and the Council may elect to enter into the contract for sale if it chooses to do so; however, the City is not obligated to enter into the contract.

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

Budget Cost: It is recommended that any revenue from the sale of City property be used for demolish structures and clean lots to improve the appearance in neighborhoods.

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

- Attachments:**
1. Elysian Fields -City of Marshall. Memo re Sale of Municipal Real Property to The Turbolaters Rentals
 2. Elysian Fields Commercial Contract Exhibit #1 - 1_26_10
 3. Elysian Fields Intermediary Relationship Notice - 824
 4. Elysian Fields Intermediary Relationship Notice - 824
 5. Elysian Fields Unimproved Property Contract - 1124

SCOTT E. RECTENWALD

ATTORNEY AT LAW
110 WEST FANNIN STREET
MARSHALL, TEXAS 75670
(903) 938-3300
(903) 938-3310 FAX

Scott@westfannin.com

MEMORANDUM

Date: January 12, 2026

To: City Council for the City of Marshall, Teaxs

From: Scott Rectenwald

Re: Offer to purchase 1.25 acre lot on Elysian Fields Road by The Turbolaters Rentals, LLC

Discussion:

Under legislation passed in 2013 a home rule city may sell property in almost the same way as a private owner, with no competitive procedures required. Specifically, Section 253.014 of the Government Code reads as follows:

“(a) In this section, “broker” means a person licensed as a broker under Chapter 1101, Occupations Code [i.e., a state-licensed real estate broker].

(b) The governing body of a home-rule municipality may contract with a broker to sell a tract of real property that is owned by the municipality.

(c) The governing body may pay a fee if a broker produces a ready, willing, and able buyer to purchase a tract of real property.

(d) If a contract is made under Subsection (b) with a broker to list the tract of real property for sale for at least 30 days with a multiple-listing service, the governing body on or after the 30th day after the date the property is listed may sell the tract of real property to a ready, willing, and able buyer who is produced by any broker using the multiple-listing service and who submits the highest cash offer.

(e) The governing body may sell a tract of real property under this section without complying with the public auction requirements prescribed by Section 253.008 or other law or the notice and bidding requirements prescribed by Section 272.001 or other law.

The City listed a number of properties with Century 21 in November 2025 including the 1.25 acre lot described in the attached contract. The conditions required under Section 253.014 of the Government Code have been met, and the Council may elect to enter into the contract for sale if it chooses to do so; however, the City is not obligated to enter into the contract.



COMMERCIAL CONTRACT EXHIBIT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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EXHIBIT
TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED CONCERNING THE PROPERTY AT
3610 ELYSIAN FIELDS AVE, Marshall, Harrison 75672

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY EXHIBIT ATTACHED HERETO, IT IS UNDERSTOOD AND AGREED THAT THE CONVEYED PROPERTIES ARE BEING CONVEYED HEREUNDER "AS IS, WHERE IS, WITH ALL FAULTS", AND SUCH CONVEYANCE SHALL BE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND BY GRANTOR. GRANTOR HAS NOT MADE AND DO NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONVEYED PROPERTIES, THEIR CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING CONDITION (ENVIRONMENTAL OR OTHERWISE) OR USES, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND GRANTORS DO HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS ACCEPTING THIS CONVEYANCE WITHOUT RELYING UPON ANY SUCH STATEMENT OR REPRESENTATION OR WARRANTY MADE BY GRANTORS OR BY THEIR AGENT OR BY ANY OTHER PERSON. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRESENCE, LOCATION OR SCOPE OF ANY HAZARDOUS WASTE OR MATERIALS IN OR ON THE CONVEYED PROPERTIES.

Seller: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: _____

By: _____
By (signature):  _____
Printed Name: _____ D9EE6405EC71447... 10/31/2025
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____



INTERMEDIARY RELATIONSHIP NOTICE

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THIS NOTICE DOES NOT SATISFY THE WRITTEN CONSENT REQUIREMENT UNDER TEXAS LAW

To act as an intermediary, a broker must first obtain written consent from each party in a transaction (Sec. 1101.559, TX Occupations Code). Written consent from the Seller/Landlord and Buyer/Tenant can be obtained using applicable Texas REALTORS® listing and buyer/tenant representation agreements. This form is intended to notify the parties that broker will act as an intermediary and whether the broker will appoint associates to communicate with the parties.

To: CITY OF MARSHALL, (Seller or Landlord)
and THE TURBOLATERS RENTALS LLC, (Buyer or Tenant)
From: CENTURY 21 A SELECT GROUP (Broker's Firm)
3610 ELYSIAN FIELDS AVE
Re: Marshall, Harrison 75672 (Property)
Date: October 16, 2025

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker will or will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

_____ to the owner; and
 _____ to the prospect.

- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional Information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.):

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.

The undersigned acknowledge receipt of this notice

 Seller or Landlord Date
CITY OF MARSHALL

Signed by: G. Case 11/20/2025
 Prospect _____ Date
THE TURBOLATERS RENTALS LLC

 Seller or Landlord Date

 Prospect Date



INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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THIS NOTICE DOES NOT SATISFY THE WRITTEN CONSENT REQUIREMENT UNDER TEXAS LAW

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The undersigned acknowledge receipt of this notice

 Seller or Landlord Date
CITY OF MARSHALL

 Seller or Landlord Date

Signed by: 11/20/2025
 Prospect Prospect ID: 1447... Date
THE TURBOLATERS RENTALS LLC

 Prospect Date



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are CITY OF MARSHALL (Seller) and THE TURBOLATERS RENTALS LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot _____, Block Acres 1.250 Abst 782 M L WOODS, V, Addition, Acres 1.000, Abst 775 F WEST, V, City of Marshall, County of Harrison, Texas, known as 3610 ELYSIAN FIELDS AVE 75672 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing. \$ 18,000.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum. \$ _____
- C. Sales Price (Sum of A and B) \$ 18,000.00
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. **LEASES:**

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. **EARNEST MONEY AND TERMINATION OPTION:**

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to U S TITLE JANET WELLS (Escrow Agent) at 111 E TRAVIS, MARSHALL, TX 75670 (address): \$ 200.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ N/A to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer [Signature] and Seller _____

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- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by U S TITLE MARSHALL (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 28 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

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Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): N/A

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property

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- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt. If Seller is aware of any of the items ABOVE, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before January 6, 2026, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

Initialed for identification by Buyer  and Seller _____

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B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer  and Seller _____

TREC NO. 9-17
TXR 1607

- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: (318)658-2968

Phone: (903)926-1789

E-mail/Fax: theturbolater@aol.com

E-mail/Fax: srectenwaid@aol.com

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input checked="" type="checkbox"/> Other (list): <u>INTERMEDIARY, EXHIBIT 1</u> |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Initialed for identification by Buyer  and Seller _____

TREC NO. 9-17
TXR 1607

Contract Concerning 3610 ELYSIAN FIELDS AVE, Marshall, Harrison 75672 Page 8 of 10 11-04-2024
(Address of Property)

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Signed by: 
Buyer _____
THE TURBOLATORS RENTALS LLC

Seller _____
CITY OF MARSHALL

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-17. This form replaces TREC NO. 9-16.

TREC NO. 9-17
TXR 1607

BROKER INFORMATION
 (Print name(s) only. Do not sign)

 Other Broker Firm License No.

C-21 A Select Group 539397
 Listing Broker Firm License No.

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

 Associate's Name License No.

Richie Arnold 559381
 Listing Associate's Name License No.

 Team Name

 Team Name

 Associate's Email Address Phone

richiesoldit@gmail.com (903)938-2632
 Listing Associate's Email Address Phone

 Licensed Supervisor of Associate License No.

BRAD BURRIS 0539397
 Licensed Supervisor of Listing Associate License No.

 Other Broker's Address Phone

215 E TRAVIS (903)938-2632
 Listing Broker's Office Address Phone

 City State Zip

 City State Zip

Richie Arnold
 Selling Associate's Name License No.

 Team Name

 Selling Associate's Email Address Phone

 Licensed Supervisor of Selling Associate License No.

 Selling Associate's Office Address

 City State Zip

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent U S TITLE JANET WELLS _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



TO: City Council
DATE: February 26, 2026
ITEM #: 11.C
SUBJECT: Consider approval to award a contract for CDBG Smith Park Improvements to the lowest bidder, Casey Slone Construction, in the total amount of \$174,239.00, and authorize the City Manager to execute all necessary contract documents.
(Assistant City Manager)

Recommendation for Action: Staff recommends that City Council approve the award of a contract to the lowest bidder, Casey Slone Construction, in the amount of \$174,239.00 for the CDBG Smith Park Improvements Project and authorize the City Manager to execute all necessary contract documents.

Executive Summary: The City of Marshall, in coordination with Hayes Engineering (Stan Hayes), solicited sealed bids for furnishing all labor, materials, equipment, supplies and supervision necessary for the construction of “Community Development Block Grant (CDBG) Smith Park Improvements” consisting of constructing a concrete basketball court and concrete walking trail in accordance with specifications.

The advertisement of bids was published in the January 17 and January 24 editions of the Marshall News Messenger.

Plans and bid specifications were available through www.civcastusa.com and could also be examined at the office of Hayes Engineering.

Sealed bids were received until 2:00pm, Thursday, February 5, 2026, at which time they were publicly opened and read aloud. A total of eleven (11) sealed bids for this project. A summary of the bids is provided below, and the complete bid tabulation is attached for review.

1. Casey Slone Construction — \$174,239.00
2. Lilley Industrial Construction Inc — \$179,500.00
3. SOHO Construction Builders — \$194,200.40
4. Salvation Site Services — \$195,981.00
5. Schumacher Construction Services — \$199,982.00
6. Leland & Bradlee Construction — \$203,660.00
7. Stansell Construction LLC — \$204,448.00
8. WMS R and B, LLC — \$208,900.00
9. Riley Harris Construction L.P. — \$211,250.00
10. A-10 Const. & Land Imp LLC — \$221,310.00
11. Aquarius Contractors, Inc. — \$378,157.00

Hayes Engineering has reviewed and verified bids for responsiveness and compliance with project specifications. Following evaluation, Hayes Engineering recommends awarding the contract to the lowest bidder, Casey Slone Construction, in the total amount of \$174,239.00. City staff has reviewed the recommendation and concurs.

Staff recommends that City Council approve the award of a contract to Casey Slone Construction in the amount of \$174,239.00 for the CDBG Smith Park Improvements and authorize the City manager to execute all necessary contract documents.

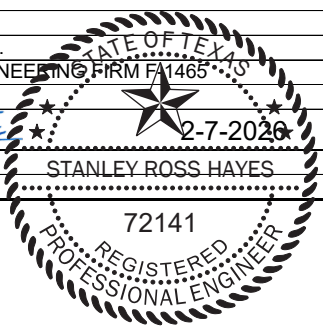
Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Infrastructure; Improving Community Appearance

Budget Cost: Funding for the Smith Park Improvements, in the amount of \$174,239.00, is available through the Community Development Block Grant previously awarded to the City of Marshall.

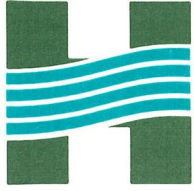
Staff Contact: Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives

- Attachments:**
1. CDBG Smith Park Improvements-Bid Tabulation
 2. Bid Recommendation Marshall 2025 CDBG Smith Park

CITY OF MARSHALL, TX
2025 CDBG SMITH PARK IMPROVEMENTS
Thursday, February 5, 2023 at 2:00 p.m.
BID TABULATION

			Casey Stone Construction	Lilley Industrial Construction Inc	SOHO Construction Builders	Salvation Site Services	Schumacher Construction Serv	Leland & Bradlee Construction	
			Marshall, TX	Livingston, TX	Dallas, TX	Rogers, TX	Carthage, TX	Longview, TX	
ITEM	QTY	UNIT	DESCRIPTION						
General Items									
1	1	LS	Mobilization and Demobilization	XXXXX \$ 12,100.00	XXXXX \$ 3,000.00	XXXXX \$ 10,000.00	XXXXX \$ 9,250.00	XXXXX \$ 3,000.00	XXXXX \$ 5,000.00
2	1	LS	Bonds and Insurance	XXXXX \$ 7,500.00	XXXXX \$ 8,000.00	XXXXX \$ 7,200.00	XXXXX \$ 4,872.00	XXXXX \$ 7,722.00	XXXXX \$ 7,500.00
3	1	LS	Stormwater Pollution Prevention	XXXXX \$ 500.00	XXXXX \$ 1,500.00	XXXXX \$ 1,500.00	XXXXX \$ 1,764.00	XXXXX \$ 1,500.00	XXXXX \$ 5,000.00
4	1	LS	Demolition	XXXXX \$ 5,353.76	XXXXX \$ 11,500.00	XXXXX \$ 6,750.00	XXXXX \$ 13,935.00	XXXXX \$ 13,200.00	XXXXX \$ 10,900.00
5	1	LS	Strip Existing Topsoil	XXXXX \$ 2,600.00	XXXXX \$ 8,000.00	XXXXX \$ 2,400.00	XXXXX \$ 1,250.00	XXXXX \$ 8,690.00	XXXXX \$ 4,500.00
6	1	LS	Sitework Cut and Fill	XXXXX \$ 13,213.20	XXXXX \$ 8,000.00	XXXXX \$ 8,000.00	XXXXX \$ 6,002.00	XXXXX \$ 10,780.00	XXXXX \$ 12,000.00
7	1	LS	Topsoil/Seed & Fertilize Disturbed Areas	XXXXX \$ 3,339.44	XXXXX \$ 7,500.00	XXXXX \$ 4,000.00	XXXXX \$ 1,480.00	XXXXX \$ 7,370.00	XXXXX \$ 5,500.00
8	1	LS	F&I Basketball Court (incl. fencing,goals,concrete & related work)	XXXXX \$ 83,233.50	XXXXX \$ 89,750.00	XXXXX \$ 108,000.00	XXXXX \$ 108,747.00	XXXXX \$ 95,500.00	XXXXX \$ 108,200.00
9	605	SY	Construct 4" thick concrete walking path	\$69.42 \$ 41,999.10	* \$ 39,750.00	\$72.48 \$ 43,850.40	\$74.84 \$ 45,281.00	* \$75.00 \$ 45,320.00	* \$72.00 \$ 43,560.00
10	1	EA	Furnish and Install 3'x3' Grate Inlet	\$4,400.00 \$ 4,400.00	* \$ 2,500.00	\$2,500.00 \$ 2,500.00	* \$ 3,400.00	\$6,900.00 \$ 6,900.00	\$1,500.00 \$ 1,500.00
			TOTAL AMOUNT BASE BID	\$ 174,239.00	\$ 179,500.00	\$ 194,200.40	\$ 195,981.00	\$ 199,982.00	\$ 203,660.00
General Items									
			Stansell Construction LLC	WMS R and B, LLC	Riley Harris Construction L.P.	A-10 Const. & Land Imp LLC	Aquarius Contractors, Inc.		
			Mt Pleasant, TX	Marshall, TX	Tyler, TX	Troup, TX	Shreveport, LA		
1	1	LS	Mobilization and Demobilization	XXXXX \$ 9,950.00	XXXXX \$ 5,000.00	XXXXX \$ 2,500.00	XXXXX \$ 5,000.00	XXXXX \$ 32,071.00	
2	1	LS	Bonds and Insurance	XXXXX \$ 7,154.00	XXXXX \$ 6,000.00	XXXXX \$ 4,800.00	XXXXX \$ 7,000.00	XXXXX \$ 16,427.00	
3	1	LS	Stormwater Pollution Prevention	XXXXX \$ 500.00	XXXXX \$ 1,500.00	XXXXX \$ 1,500.00	XXXXX \$ 1,750.00	XXXXX \$ 2,375.00	
4	1	LS	Demolition	XXXXX \$ 2,800.00	XXXXX \$ 10,000.00	XXXXX \$ 7,500.00	XXXXX \$ 10,500.00	XXXXX \$ 40,718.00	
5	1	LS	Strip Existing Topsoil	XXXXX \$ 9,696.00	XXXXX \$ 8,000.00	XXXXX \$ 10,250.00	XXXXX \$ 2,500.00	XXXXX \$ 200.00	
6	1	LS	Sitework Cut and Fill	XXXXX \$ 18,000.00	XXXXX \$ 8,500.00	XXXXX \$ 9,500.00	XXXXX \$ 15,000.00	XXXXX \$ 21,200.00	
7	1	LS	Topsoil/Seed & Fertilize Disturbed Areas	XXXXX \$ 2,600.00	XXXXX \$ 8,000.00	XXXXX \$ 2,500.00	XXXXX \$ 7,500.00	XXXXX \$ 3,200.00	
8	1	LS	F&I Basketball Court (incl. fencing,goals,concrete & related work)	XXXXX \$ 80,480.00	XXXXX \$ 110,000.00	XXXXX \$ 106,925.00	XXXXX \$ 126,000.00	XXXXX \$ 129,296.00	
9	605	SY	Construct 4" thick concrete walking path	\$113.50 \$ 68,667.50	\$80.00 \$ 48,400.00	* \$ 56,275.00	\$72.00 \$ 43,560.00	\$204.00 \$ 123,420.00	
10	1	EA	Furnish and Install 3'x3' Grate Inlet	\$2,600.50 \$ 4,600.50	* \$3,500.00 \$ 3,500.00	* \$ 9,500.00	\$2,500.00 \$ 2,500.00	\$9,250.00 \$ 9,250.00	
			TOTAL AMOUNT BASE BID	\$ 204,448.00	\$ 208,900.00	\$ 211,250.00	\$ 221,310.00	\$ 378,157.00	
HAYES ENGINEERING, INC.									
TEXAS REGISTERED ENGINEERING FIRM FA1465									
									
STANLEY R. HAYES, P.E.									
PRINCIPAL									

* error found



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 www.hayesengineering.net

2126 ALPINE RD. LONGVIEW, TX 75601-3401

V 903.758.2010 F 903.758.2099

February 7, 2026

Ms. Alex Agnor, Asst CM
City of Marshall
P. O. Box 698
Marshall, Texas 75671

RE: Marshall 2025 CDBG Smith Park Improvements
 Bid Tabulation

Dear Ms. Agnor:

Please find enclosed one copy of the bid tabulation for the referenced project. I recommend award to the low bidder, Casey Slone Construction, for their Bid in the total amount of \$174,239.00.

Bid Bonds are being returned to the unsuccessful bidders except for the three low bidders. Once a contract is executed, the remaining three will also be returned. I will deliver the original bids to your office for your files. Scanned copies of all bids are being forwarded to you via email as well.

If you have any questions or comments, please advise.

Sincerely,
HAYES ENGINEERING, INC.

Stanley R. Hayes, P. E.
Principal



TO: City Council
DATE: February 26, 2026
ITEM #: 12.A
SUBJECT: Marshall Police Department 2025 Annual Report.
(Police)

Recommendation for Action: The Marshall Police Department respectfully submits the 2025 Annual Report for review and acceptance by the City Council. This report provides a comprehensive overview of departmental operations, staffing, training, technology advancements, compliance efforts, and community impact throughout the 2025 calendar year.

Executive Summary:

The Marshall Police Department (MPD) 2025 Annual Report provides an overview of the department's operational performance, strategic initiatives, compliance efforts, and organizational priorities over the past year. The report reflects MPD's continued commitment to professional policing, transparency, and community-focused public safety.

During 2025, the department made meaningful progress in addressing staffing and retention challenges. An annual salary increase was implemented, but this requires sustained efforts for long-term competitiveness.

Significant advancements were achieved in technology and operational capabilities were made during the year. Such as, the expansion of the department's drone program, enhanced crime scene mapping, and deployment of TruNarc drug identification devices have strengthened investigative efficiency, officer safety, and evidentiary standards. These investments reflect MPD's commitment to modernization and data-driven policing.

Training and compliance remained a top priority in 2025. The department continues to meet all state-mandated training requirements, including progress toward completion of the ALLERT Level One Course 3311 mandate ahead of the 2027 deadline. MPD also expanded interagency training initiatives.

The department maintained full compliance with all Texas racial profiling laws and reporting requirements. In 2025, MPD conducted 4,794 traffic stops with zero racial profiling complaints. All data was collected, audited, and submitted in accordance with state law, underscoring the department's dedication to fair, impartial, and transparent policing practices.

Operational readiness was further enhanced through the procurement of mass casualty response kits for each patrol shift and headquarters, ensuring the department is better prepared to respond to large-scale emergencies and critical incidents.

Overall, the 2025 Annual Report demonstrates steady progress in key areas while identifying ongoing challenges and priorities for the coming year. MPD remains focused on strengthening staffing levels, expanding training opportunities, leveraging technology, and fostering public trust through transparency and accountability.

With the continued support of city leadership and the community, the Marshall Police Department is well-positioned to build upon these accomplishments and further enhance public safety services in 2026 and beyond.

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

Budget Cost: There is no budget impact by this annual report.

Staff Contact: Chief of Police Cliff Carruth

Attachments: 1. 2025 Annual Report



Marshall Police Department



Annual Report

1. Introduction

The Marshall Police Department remains committed to strategic improvements in officer recruitment and retention, workforce development, and competitive compensation. At the same time, the Department continues to invest in technology, training, and high professional standards to support effective policing. We are equally focused on operational efficiency and strengthening community policing and engagement efforts to ensure public safety services that are effective, accountable, and responsive to the needs of our community. This report highlights key issues, progress, and recommendations for continued success in these areas.

2. Compensation & Retention

Current Status

- The department received an annual cost of living increase (COLA), but this requires sustained efforts for long-term competitiveness.

3. Technology Enhancements

- **Ongoing Upgrades:** MPD continues to modernize its technology infrastructure.
- **Focus Areas:**
 - **Operational efficiency improvements.**
 - **Enhanced data tracking for transparency and reporting.**
 - **Use of Drones:**
 - Expanding **drone capabilities** for aerial surveillance, search and rescue, and tactical deployments.
 - Improving **situational awareness** for officers during large-scale incidents.
 - **Crime Scene Mapping:**
 - Utilizing **advanced mapping technology** to document crime scenes with high accuracy.
 - Reducing time required for traditional scene documentation, allowing for faster investigations.
 - **Tru Narc Scanner Implementation:**
 - MPD has deployed **portable drug identification devices** to rapidly detect controlled substances in the field.
 - Enhancing **officer safety** by minimizing direct contact with hazardous materials.
 - Supporting **legal proceedings** with reliable, court-admissible drug identification data.
 - Also reduces the cost of replenishing field test kits.

- **Increased Case Management Oversight**
 - Case Reviews
 - Restructuring of CID
- **Enhanced Technology to Assist in Investigations**

4. Training & Compliance

Mandated Training Deadlines

- **ALLERT Level One Course 3311 Training Deadline Extended:** Now required by **2027**.
- 100% of Officers have completed **16 training hours before August 31, 2025**.
- **Course 3311:** State-mandated training to be completed by **2027**.
 - Currently 98% of Officer have completed mandated training.

Active Attacker Integrated Response (AIR) Training

- **Plan:** Two-day training, followed by a **school-based scenario**.
- **Key Integration:** Dispatchers will be included to enhance **radio coordination**.
- **Interagency Coordination:**
 - Collaboration with **fire departments and regional law enforcement**.
 - Joint training exercises with **county, DPS, and fire department** planned every **two years**.
- Implemented a focus on advanced training certifications for all employees.
- Implemented a focus on supervisor training and leadership.

5. Racial Profiling Compliance

Commitment to Compliance & Transparency

The Marshall Police Department remains fully **compliant with the Texas Racial Profiling Law and the Sandra Bland Act**. As part of our commitment to transparency, MPD follows strict guidelines to ensure fair policing practices.

Key Findings

- **Zero Complaints:** MPD has **received no complaints** related to racial profiling.
- **Full Compliance:** The department has met **all statutory data audit requirements** as prescribed by **Article 2.133(c) of the Texas Code of Criminal Procedure**.
- **Proactive Public Education:** MPD has ensured the **public is informed on the process for filing compliments and complaints**.
- **Annual Reporting & Oversight:**
 - All **traffic stop data** is reviewed and submitted to the **Texas Commission on Law Enforcement (TCOLE) and the Marshall City Council**.
 - Officers **receive ongoing training** on racial profiling policies and lawful policing practices.

Data Overview (2025)

- **4,794 Total Stops** conducted in 2025.
- **Race or Ethnicity Known Before Stop?**
 - **Yes: 314 stops**

- **No: 4,480 stops**
- **Searches Conducted: 220 Total**
 - **Consent Searches: 81**
 - **Probable Cause Searches: 114**
 - **Contraband Discovered: 119 cases (all legally justified)**
- **Arrests Based on Stops: 66 Total**
 - **36 on Outstanding Warrants**
 - **26 for Penal Code Violations**
 - **4 for a Traffic Law Violation**
- **Use of Force Resulting in Bodily Injury: 1 case (Reviewed & justified).**

Conclusion

MPD remains committed to professional, lawful, and **bias-free policing**. The department continues to collect and analyze data while maintaining **full compliance with all legal requirements**. We will continue to engage with the community to ensure fairness, accountability, and transparency in all our law enforcement actions.

6. Mass Casualty Bags Initiative

Plan & Budget

- **\$10,000 allocated** for five mass casualty kits (**one per shift + HQ**).
 - 5 mass casualty kits have been prepared for use.
 - One on each patrol shift and one at Headquarters
- **Procurement Coordination:**
 - Ensure **annual replenishment** for sustained readiness.

7. Community Policing

Programs and Initiatives

- Continued partnership with DEA for Drug Take Back.
- Citizen's Police Academy 2025- 20 graduates
- National Night Out 2025
- Fire Ant Festival
- Touch a Truck
- Trunk or Treat
- Civilian Response to Active Shooter Events
- Shop with a Cop 2025

8. Key Action Items & Next Steps

- **Data Collection:** Continue data collection for improving solvability of crimes.
- **Finalizing Training Schedules:**
 - Addressing scheduling conflicts.
 - Ensuring officers complete **Course 3311** and Level One Training.
- **Public Communication:**
 - Robust system for informing the public of public safety concerns and issues.

9. Operational Data

- Total Arrests- 1,013
- Calls for Service- 31,488
- Reports Taken- 2,458
- Crashes Reported- 877

Marshall PD has noted a significant increase in the number of mental health calls for service. This has resulted in an increase in the amount of time that officers are required to spend on calls for service.

10. Conclusion

The Marshall Police Department remains committed to strategic improvements in officer recruitment and retention, workforce development, and competitive compensation. At the same time, the Department continues to invest in technology, training, and high professional standards to support effective policing, and the use of technology to make our community safer. The department remains committed to proactive communication with city officials and the public while ensuring compliance and operational efficiency.



TO: City Council
DATE: February 26, 2026
ITEM #: 12.B
SUBJECT: Marshall Fire Department 2025 Annual Report.
(Fire)

Recommendation for Action: There are no recommendations for action; this is an informational report only

Executive Summary: Purpose

This executive summary provides City Council with a comprehensive overview of Marshall Fire Department activities, accomplishments, and strategic progress for Fiscal Year 2025. The department has experienced a transformative year marked by significant compliance improvements, fleet modernization, workforce development, and expanded community partnerships. This report reflects the department’s commitment to operational excellence and transparent governance.

Department Overview

The Marshall Fire Department serves the City of Marshall and surrounding Emergency Services Districts across 29.66 square miles with a service population of approximately 68,000–71,000 residents. The department operates from three stations with 50 career firefighters providing fire suppression, emergency medical services, fire prevention, and emergency management functions.

Top Accomplishments – FY25

1. TCFP Compliance & “At-Risk” Designation Removal

The department successfully addressed all findings from the 2023 Texas Commission on Fire Protection inspection, which had placed the department on “at-risk” status. A follow-up inspection conducted April 15, 2025 by TCFP Compliance Officer Jeff Aycock resulted in zero violations.

2. Fleet Modernization & Ambulance Procurement

The new Pierce Pumper “Cal” was placed in service in October 2024, replacing aging apparatus and strengthening firefighting capability. After successfully pursuing a Texas Lemon Law claim on a problematic Ford-chassis ambulance, the department leveraged the return to procure two new 2026 Frazer Type I ambulances on Ram 5500 diesel chassis, with delivery expected March 2026. A Fouts Bros. FB-94 fire engine on a Spartan crew cab chassis was also approved for purchase at a cost not to exceed \$825,000, with delivery anticipated late January to early February 2026. The department also approved lease-purchase of two additional Frazer ambulances with Stryker Power-LOAD stretcher systems, financed over seven years through the ESD revenue account.

3. Comprehensive Technology Integration

Six technology platforms were deployed in FY25 to modernize and streamline department operations:

- CAD integration with ESO Fire reporting software for real-time data accuracy
- Mobile data computers deployed to all frontline units for CAD-integrated response coordination

- Target Solutions training platform for multi-disciplinary training records management (36-month agreement executed January 2025)
- Checkit asset management for equipment inspections, vehicle maintenance, and SCBA compliance tracking
- Aladtec scheduling and payroll software integrated with City payroll systems
- Emergifire cost recovery system to maximize reimbursements for fire and rescue responses

4. Medal of Valor Awards – January 15, 2025

Four Marshall Fire Department members were awarded the Medal of Valor for extraordinary heroism during a residential structure fire at 2207 Pinecrest Drive. Captain Jordy Gaddis, Lieutenant Joshua Dunn, Probationary Firefighter Austin Smith, and Probationary Firefighter Luke Baker entered a heavily involved, low-visibility structure to rescue an unconscious adult victim and a 22-month-old infant trapped beneath fallen furniture. Both victims were rescued alive. The actions of all four members, including both probationary firefighters in their first months of service, exemplify the highest traditions of the fire service.

5. High School Fire Academy Partnership

The department established a High School Fire Academy in partnership with Marshall ISD and Kilgore College, creating a structured pathway for local students to pursue careers in the fire service. This program serves dual purposes as a community outreach initiative and a long-term recruitment pipeline for the department.

6. Emergency Management Enhancements

As Emergency Management Director, Chief Rainwater updated the City's Emergency Operations Plan and completed 18 of 20 Emergency Service Function (ESF) plans. IPAWS (Integrated Public Alert and Warning System) wireless emergency alerting was implemented, enabling direct cell phone notifications to citizens for weather and critical incidents – comparable to Amber Alert-style communications. The department also formalized a Facility Use Agreement with the American Red Cross for use of the Marshall Convention Center as a local disaster shelter, accommodating up to 125 residents at no cost to the City.

7. AFG Grant Application – Aerial Apparatus Replacement

Council authorized the department to apply for a FEMA Assistance to Firefighters Grant (AFG) to replace two aging aerial apparatus – a 20-year-old aerial platform and a 15-year-old quint – with a single new 100-foot aerial apparatus. The project total is \$2,000,000, with FEMA funding 90% (\$1,800,000) and a 10% City match of \$200,000. Lexipol was engaged to prepare the grant application for the November–December 2025 application window.

8. Policy & Compliance Overhaul

All Marshall Fire Department policies were reviewed and revised to ensure compliance with TCFP standards and Texas Fire Chief's Association guidelines. A formal policy management platform was implemented to ensure ongoing governance and version control. Comprehensive one-on-one evaluations were conducted with all department members to assess individual development needs and align personnel with organizational goals.

Challenges & Actions Taken

- Aging Infrastructure – Stations 2 and 4, both constructed in 1967, require infrastructure assessment and long-range capital planning for renovation or replacement.
- Fleet Stability – Aging apparatus and the lemon-law ambulance replacement highlighted the need for a disciplined long-term fleet replacement schedule now being developed.

- HB 198 Compliance – Annual firefighter medical physicals are required for all personnel by June 2026. A proposal with IH2S for NFPA 1582-compliant physicals has been executed at \$593 per firefighter, pending Council authorization.

FY26/27 Strategic Priorities

- Re-open Fire Station 4 upon reaching staffing benchmarks
- Complete comprehensive response analysis to guide future resource allocation
- Finalize and adopt the Department’s Strategic Plan for long-term growth
- Apply for Texas Fire Chief’s Best Practices Recognition Accreditation
- Establish American Red Cross Basic Life Support training site at MFD
- Launch Citizens Fire Academy program
- Achieve HB 198 compliance – annual physicals for all 50 personnel by June 2026
- Complete delivery and placement in service of two Frazer ambulances (March 2026) and Fouts Bros. fire engine (January–February 2026)

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

Budget Cost: None at this time, this presentation is for information purposes only

Staff Contact: David Rainwater, Fire Chief

Attachments: None



TO: City Council
DATE: February 26, 2026
ITEM #: 12.C
SUBJECT: Overview of the Information Campaign on Water & Sewer Rates. (Community Engagement)

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: February 26, 2026
ITEM #: 12.D
SUBJECT: Discussion Concerning Council Communications with City Staff and Among Councilmembers.

Recommendation for Action: Discussion and direction.

Executive Summary: At the January 29, 2026, meeting, the Council directed me to research options for addressing communications (1) between Council members and City staff, and (2) among Council members themselves. The concern expressed was that all Council members should be aware of—or have access to—communications involving staff and individual Council members, as well as communications among Council members.

In researching this issue, I consulted with the Texas Municipal League (TML) and the Texas City Attorneys Association to determine how other municipalities approach these concerns. Our City Secretary also contacted several cities to obtain copies of their policies; examples are included with this item. Additionally, I reviewed applicable law governing inter-council communications.

A. Communications Between Council and Staff.

Many home-rule cities operate under the Council–City Manager form of government address Council–staff communications through governance policies or ordinances adopting a code of ethics. A model governance policy provided by TML includes the following key principles: -Council direction to staff flows through the City Manager. Council members direct comments, concerns, and operational inquiries to the City Manager’s office. Citizen concerns received by Council members are forwarded to the City Manager for appropriate staff action and response.

-Oversight without interference.

The Council may inquire of the City Manager regarding any department or municipal function. However, individual Council members may not become involved in personnel matters under the City Manager’s authority, nor attempt to influence purchasing decisions outside established procedures.

- Agenda-related inquiries.

Council members may contact department heads regarding posted agenda items, provided the City Manager is copied on any such communication.

-Equal access to information.

Documents provided to one Council member should be distributed to all members. The City Manager is responsible for keeping the Council informed regarding the City’s financial condition and administrative activities.

-Pre-meeting questions.

Questions arising after receipt of an agenda packet should, whenever possible, be directed to the City Manager or designated staff prior to the meeting to allow time for preparation and

distribution of additional information to the full Council.

The Cities of Mineola and College Station have adopted policies substantially similar to the TML model. The core principle is succinctly stated in College Station's Council Relations Policy and Code of Ethics:

"The council's relationship with the staff shall be through the city manager."

Copies of the TML model policy and the policies from Mineola and College Station are included for your review.

B. Communications Between Council Members

Communications among Council members outside a properly posted open meeting can raise concerns under the Texas Open Meetings Act, including the risk of a "walking quorum. Ensuring that all Council members are aware of communications between individual members can be difficult and administratively burdensome. However, the Texas Government Code provides a mechanism to allow written electronic communications among members without violating the Open Meetings Act.

1. Texas Government Code § 551.006 Written Electronic Communications Accessible to the Public: Under Section 551.006, a written communication between members of a governmental body about public business does not constitute a "meeting" if:

- The communication is in writing;
- It is posted to an online message board or similar internet application that is viewable and searchable by the public;
- It is displayed in real time; and
- It remains publicly available for at least 30 days.

Additional statutory requirements include:

- Only one such message board may be maintained for this purpose.
- The message board must be owned or controlled by the City and prominently displayed on the City's primary website (no more than one click away).
- Only Council members or specifically authorized staff may post.
- Communications must be retained for six years after removal.
- No voting or official action may occur via the message board.

Under Texas Government Code § 551.0061, the governing body may also authorize boards or commissions to establish similar message boards. The City of Austin has implemented a council message board to enhance transparency and address Open Meetings concerns. That platform can be viewed at <https://austincouncilforum.org/> Copies of the Statutes are included with this agenda item.

Conclusion

To address concerns regarding Council communications, the Council may wish to consider:

-Adopting a governance policy or ethics ordinance clarifying that Council–staff communications are directed through the City Manager and ensuring equal distribution of information to all Council members; and/or

-Establishing a publicly searchable online message board pursuant to Texas Government Code § 551.006 to allow written communications among Council members in a transparent, Open Meetings-compliant manner.

Either or both approaches would promote transparency, maintain compliance with state law, and ensure that all Council members have equal access to relevant communications.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Customer Service and Improving Communication.

Budget Cost: N/A

Staff Contact: Scott Rectenwald, City Attorney

- Attachments:**
1. City of Marshall. Memo re Communications by Council and Staff
 2. City of Marshall. Memo re Communications.College Station attachment
 3. City of Marshall. Memo re Communications.Govt Code attachment
 4. City of Marshall. Memo re Communications.Mineola attachment
 5. City of Marshall. Memo re Communications.TML attachment

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MEMORANDUM

Date: February 17, 2026

To: City Councilmembers for the City of Marshall, Texas

From: Scott Rectenwald

Re: City Council Communications with Staff and with Each Other

Discussion

At the January 29, 2026 meeting, the Council directed me to research options for addressing communications (1) between Council members and City staff, and (2) among Council members themselves. The concern expressed was that all Council members should be aware of—or have access to—communications involving staff and individual Council members, as well as communications among Council members.

In researching this issue, I consulted with the Texas Municipal League (TML) and the Texas City Attorneys Association to determine how other municipalities approach these concerns. Our City Secretary also contacted several cities to obtain copies of their policies; examples are included with this memorandum. Additionally, I reviewed applicable law governing inter-council communications.

A. Communications Between Council and Staff

Many home-rule cities operating under the Council–City Manager form of government address Council–staff communications through governance policies or ordinances adopting a code of ethics. A model governance policy provided by TML includes the following key principles:

- Council direction to staff flows through the City Manager. Council members direct comments, concerns, and operational inquiries to the City Manager’s office. Citizen concerns received by Council members are forwarded to the City Manager for appropriate staff action and response.

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The Cities of Mineola and College Station have adopted policies substantially similar to the TML model. The core principle is succinctly stated in College Station's Council Relations Policy and Code of Ethics:

"The council's relationship with the staff shall be through the city manager."

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Communications among Council members outside of a properly posted open meeting can raise concerns under the Texas Open Meetings Act, including the risk of a "walking quorum." Ensuring that all Council members are aware of communications between individual members can be difficult and administratively burdensome. However, the Texas Government Code provides a mechanism to allow written electronic communications among members without violating the Open Meetings Act.

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To address concerns regarding Council communications, the Council may wish to consider:

- Adopting a governance policy or ethics ordinance clarifying that Council-staff communications are directed through the City Manager and ensuring equal distribution of information to all Council members; and/or
- Establishing a publicly searchable online message board pursuant to Texas Government Code § 551.006 to allow written communications among Council members in a transparent, Open Meetings-compliant manner.

Either or both approaches would promote transparency, maintain compliance with state law, and ensure that all Council members have equal access to relevant communications.



Council Relations Policy and Code of Ethics

The College Station City Council is the governing body for the City of College Station; therefore, it must bear the initial responsibility for the integrity of governance. The council is responsible for its own development (both as a body and as individuals), its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy will address mayor and council relations, council and staff relations, and council and media relations. By adopting these guidelines for elected officials, we acknowledge our responsibility to each other, to our professional staff, and to the public. The city council will govern the city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community:

1. The council has as high priorities the continual improvement of the member's professional ability and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among members.
2. The council will endeavor to keep the community informed on municipal affairs; encourage communication between the citizens and the city council; strive for strong, working relationships among College Station, Brazos County, Bryan, TAMU, and College Station Independent School District elected officials.
3. In its governance role, the council will continue to be dedicated to friendly and courteous relationships with staff, other council members, and the public, and seek to improve the quality and image of public service.
4. The council will also strive to recognize its responsibility to future generations by addressing the interrelatedness of the social, cultural, and physical characteristics of the community when making policies.
5. And finally, each council member will make a commitment to improve the quality of life for the individual and the community, and to be dedicated to the faithful stewardship of the public trust.

Statement of Mission

In order to ensure proper discharge of duties for the improvement of democratic local government, College Station City Council members should display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of College Station and to each other in their relationships.

Section I: Mayor-City Council Relations

A. Mayor's Responsibilities

1. The mayor shall be the presiding officer at all meetings. The mayor pro-tem shall preside in his/her absence.
2. The mayor shall have a voice in all matters before the council and may vote on all agenda items requiring council action.
3. The mayor shall preserve order and decorum and shall require council members engaged in debate to limit discussion to the question under consideration.
4. The mayor is the spokesperson for the council on all matters unless absent, at which time his/her designee will assume the role.
5. The mayor will encourage all council members to participate in council discussion and give each member an opportunity to speak before any member can speak again on the same subject. The mayor may limit each speaker to five minutes to ensure efficient use of time.
6. The mayor is responsible for keeping the meetings orderly by recognizing each member for discussion, limiting speaking time, encouraging debate among members and keeping discussion on the agenda item being considered.
7. Should a conflict arise among council members, the mayor serves as mediator.
8. The mayor is responsible for the orientation of all new council members after an election. The orientation shall include council procedures, staff and media relations, current agenda items and municipal leadership training programs.

B. Council Responsibilities

1. Any council member may request the mayor to place an item on the agenda for discussion. Should staff time be required to address this item, the mayor will canvass all council members to determine the support for commitment of staff time and resources. The same action should be taken by the mayor when council concerns require staff time and budget.
2. Each council member is encouraged to attend at least one Texas Municipal League sponsored conference each year in order to stay informed on issues facing municipalities.

3. It is the responsibility of council members to be informed about previous action taken by the council in their absence. In the case of absence from a workshop session where information is given, the individual council member is responsible for obtaining this information prior to the council meeting when said item is to be voted upon.
4. When addressing an agenda item, the council member shall first be recognized by the mayor, confine himself/herself to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other council member or staff member in his/her argument or vote.
5. In the absence of a ruling by the mayor on any procedural matter, a council member may move to change the order of business or make any other procedural decision deemed appropriate. The affirmative vote of a majority of the council members present and voting shall be necessary to approve the motion.
6. Any council member may appeal to the council as a whole from a ruling by the mayor. If the appeal is seconded, the person making the appeal may make a brief statement and the mayor may explain his/her position, but no other member may speak on the motion. The mayor will then put the ruling to a vote of the council.
7. Any council member may ask the mayor to enforce the rules established by the council. Should the mayor fail to do so, a majority vote of the council members present shall require him/her to do so.
8. When a council member is appointed to serve as liaison to a board, the council member is responsible for keeping all council members informed of significant board activities; therefore, regular attendance to the assigned board is of great importance. In the event a council member is absent from three meetings in a twelve month period that are considered unexcused as defined in Ordinance 2406, the City Secretary shall notify the council member by letter requesting an explanation for the absences. After reviewing the explanation for absences, if the City Council finds that the absences are unexcused, the City Council may choose to remove the council member from the assigned board for non-attendance at the board meetings.

C. Code of Conduct for Mayor and Council Members

1. During the council meetings, council members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the mayor or the rules of the council. Council members shall demonstrate respect and courtesy to each other, to city staff members, and to members of the public appearing before the council. Council members shall refrain from rude and derogatory remarks and shall not belittle staff members, other council members, or members of the public.

2. They should not use their position to secure special privileges and should avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the council.
3. Members of the council will not condone any unethical or illegal activity. All members of the council agree to uphold the intent of this policy and to govern their actions accordingly.

Section II: Council and Staff Relations

No single relationship is as important as that of the council and their city manager in effectively governing the City of College Station. It is for this reason that the council and the city manager must understand their respective roles in that process. The city manager is the primary link between the council and the professional staff. The council's relationship with the staff shall be through the city manager.

1. In order to ensure proper presentation of agenda items by staff, questions arising from council members 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 council member's concern and provide all council members with the additional information.
2. The city manager shall designate the appropriate staff member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the council on the issues which require council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. The staff member making the presentation shall either make it clear that no Council action is required, present the staff recommendation, or present the specific options for council consideration.
3. The city manager is directly responsible for providing information to all the council concerning any inquiries by a specific council member. If the city manager or his/her staff's time is being dominated or misdirected by a council member, it is his/her responsibility to inform the mayor of the concern (any action necessary is covered under Section I A:7).
4. The city manager will be held responsible for the professional and ethical behavior of himself/herself and the discipline of his/her staff. The city manager is also responsible for seeing that his/her staff also receives the education and information necessary to address the issues facing municipal government.
5. Any conflicts arising between the city staff and the council will be addressed by the mayor and the city manager.
6. All staff members shall show each other, each council member, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.

7. The city manager, after an election, will make sure that staff has prepared information needed for the orientation of new council members and inform them of any Texas Municipal League conferences and seminars available. The city manager will also be responsible for meeting personally with new members and informing them about city facilities and procedures.

Section III: Council and Media Relations

Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the council-manager-media relations. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reporters. The council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well informed and educated citizenry.

1. During the conduct of official business, the news media shall occupy places designated for them or the general public.
2. All reporters will receive an agenda in advance and will be furnished support material needed for clarification if requested.
3. In order to preserve the decorum and professionalism of council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct any interviews with the public outside the council chambers while council is in session.
4. Since the government body conducts business differently, it is requested that all reporters new to city council meetings meet with the city manager, mayor, or the media relations representative prior to covering their first meeting to be informed of policies and procedures to help ensure a professional working relationship between the media reporter and the city.
5. On administrative matters, the city manager is the spokesperson, unless he/she has appointed a media relations person to present staff information on the agenda.
6. The mayor, or his/her designee, is the primary spokesperson for the city on matters regarding policy decisions or any council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated and options discussed before a vote was taken, and helps build confidence in the democratic process.

7. The College Station City Council is made up of six council members and a mayor, each elected by the citizens of College Station. In respect to each council member and his/her constituents, his/her views as presented on an issue before the council should provide equitable representation from all seven members. Even though council members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each member's position during his/her term of office and not only during an election campaign.

We all have the responsibility to protect the integrity of our governing process and therefore, have read and agreed to the above guidelines.

College Station City Council Code of Ethics

The office of elected officials is one of trust and service to the citizens of College Station. This position creates a special responsibility for the College Station city council member. In response to this, the College Station city council is expected to govern this city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and local democracy and a dedication to the promotion of efficient and effective governing. To further these objectives, certain ethical principles shall govern the conduct of every council member, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the citizens of College Station;
2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council. Do not seek nor accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city council, and
6. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of College Station. It is recognized that certain exceptions are made by the State for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

Sec. 551.006. Written Electronic Communications Accessible to Public.

(a) A communication or exchange of information between members of a governmental body about public business or public policy over which the governmental body has supervision or control does not constitute a meeting or deliberation for purposes of this chapter if:

(1) the communication is in writing;

(2) the writing is posted to an online message board or similar Internet application that is viewable and searchable by the public; and

(3) the communication is displayed in real time and displayed on the online message board or similar Internet application for no less than 30 days after the communication is first posted.

(b) Except as provided by Section 551.0061, a governmental body may have no more than one online message board or similar Internet application to be used for the purposes described in Subsection (a). The online message board or similar Internet application must be owned or controlled by the governmental body, prominently displayed on the governmental body's primary Internet web page, and no more than one click away from the governmental body's primary Internet web page.

(c) The online message board or similar Internet application described in Subsection (a) may only be used by members of the governmental body or staff members of the governmental body who have received specific authorization from a member of the governmental body. In the event that a staff member posts a communication to the online message board or similar Internet application, the name and title of the staff member must be posted along with the communication.

(d) If a governmental body removes from the online message board or similar Internet application a communication that has been posted for at least 30 days, the governmental body shall maintain the posting for a period of six years. This communication is public information and must be disclosed in accordance with Chapter 552.

(e) The governmental body may not vote or take any action that is required to be taken at a meeting under this chapter of the governmental body by posting a communication to the online message board or similar Internet application. In no event shall a communication or posting to the online message board or similar Internet application be construed to be an action of the governmental body.

Sec. 551.0061. Written Electronic Communications Accessible to Public for Certain Municipal Entities.

(a) The governing body of a municipality by ordinance or resolution may authorize each board, commission, or similar entity of the municipality to establish and use an online message board or similar Internet application for the purposes described in Section 551.006(a).

(b) A governing body adopting an ordinance or resolution under this section may authorize use of the online message board or similar Internet application for a period of not longer than two years, and may reauthorize use of the message board or application in the same manner and for the same period as many times as the governing body determines is appropriate. The governing body may rescind an ordinance or resolution adopted under this section at any time.

(c) An online message board or similar Internet application authorized by this section is separate from and in addition to a municipal online message board or similar Internet application authorized by Section 551.006.

(d) The use and administration of an online message board or similar Internet application authorized by this section must comply with the requirements of Section 551.006.

(e) A municipal governing body that authorizes use of an online message board or similar Internet application under this section shall require a municipal employee to monitor the message board or application for compliance with this section and Section 551.006.

7. City Councilmembers shall deal with City employees, who are subject to the direction and supervision of the City Manager, solely through the City Manager. The City Councilmembers shall not give orders to any City employee, either publicly or privately.
8. Elected Officials shall not create a hostile work environment towards employees by verbal, written, or physical presence which disrupts their work environment. If an elected official has knowledge of a hostile work environment, he/she will notify the City Manager.

III. Council and Staff Relations Policy

No single relationship is as important as that of the Council and their City Manager in effectively governing the City of Mineola. It is for this reason that the Council and City Manager must understand their respective roles in that process.

The City Manager is the primary link between the Council and the professional Staff. Therefore, Council's relationship with the Staff shall be through the City Manager on any issues related to the management or administration of the City. In this manner, the citizens are assured that integrity is evidenced in local governance in the City of Mineola.

1. In order to ensure 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 Councilmember's concern and provide all Councilmembers with the additional information.
2. The City Manager shall designate the appropriate Staff member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the Council on the issues that require Council action.
3. The presentation shall be professional, timely, and allow for discussion of options for resolving the issue.
4. The Staff member making the presentation shall either make it clear that no Council action is required, present the Staff recommendation, or present the specific options for Council consideration.
5. The City Manager is directly responsible for providing information to all the Council concerning any inquiries by a specific Councilmember. With the exception of Public Information Act requests, requested information shall be shared with the entire Council. Staff is committed to providing a timely response to a request for information, as such elected officials shall respect the time it may take for staff to provide requested information given current workload.
6. The City Manager is responsible for the professional and ethical behavior of himself/herself and the discipline of his/her Staff in any matter related to unprofessional or unethical behavior.

7. The City Manager is responsible for ensuring that the Staff receives the education or information necessary to address the issues facing municipal government.
8. The Mayor and City Manager will address any conflicts arising between the City staff and the Council.
9. All Staff members shall show each other, each Councilmember, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
10. When asked to respond to a question or questions in their professional opinion, staff may respond without fear of repercussions, retaliation, or disciplinary action.
11. The City Manager, after an election, will make certain the Staff has prepared information needed for the orientation of Council candidates and new Councilmembers, and inform them of any Texas Municipal League conferences and seminars available.
12. The City Manager will also be responsible for meeting personally with new Councilmembers and prospective Council and informing them about City facilities and procedures.
13. The City Manager serves as the purchasing agent for the City and supervises the purchase of all material and equipment for which funds are provided in the budget; enters contracts necessary for operation or maintenance of the city services for amounts approved by the Council.
14. Councilmembers shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
15. Councilmembers shall not disrupt City staff from their jobs. Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.
16. Councilmembers shall never publicly criticize an individual employee. Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.
17. Councilmembers shall not get involved in administrative functions. Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the

making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

18. Councilmembers shall not solicit political support from City staff. Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
19. Councilmembers shall have no attorney-client relationships. Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney. The City Manager, Mayor or City Secretary is the first point of contact with the City Attorney for all legal questions, and Council Members should defer all questions through them.
20. If the City Manager is absent, he/she shall appoint a designee until their return or the Mayor shall substitute as designee with City Council approval.

IV. City Council Code of Ethics

The office of an elected official is one of trust and service to the citizens of Mineola. This position creates a special responsibility for the Mineola City Councilmember. In response to this unique challenge, the Mineola City Council is expected to govern this City in a manner associated with commitment to the preservation of the values and integrity of representative local government and local democracy and dedication to the promotion of efficient and effective governing.

To further these objectives, certain ethical principles shall govern the conduct of every Councilmember, who shall adhere to the following:

1. Dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the citizens of Mineola.
2. Recognize the chief function of local government at all times is to serve the best interest of all the people of Mineola.
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources.
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council.
5. Do not seek or accept gifts or special favors in exchange for official conduct; do not utilize their official position for personal gain; do not use confidential information for personal gain; do not

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION _____. COUNCIL / STAFF RELATIONS

(a) ____ has a Council-Manager form of government. Basically, with this structure, the City Council's role is to establish City policies and priorities. The Council appoints a City Manager to implement those policies and undertake the administration of the organization. The City Manager is appointed by the City Council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the annual budget, and to implement the policies and programs initiated by the City Council. The City Manager is responsible to the City Council, rather than to individual Council Members, and directs and coordinates the various departments. The City Manager is responsible for appointing all department directors, except as provided by City Ordinance, and authorizing all other personnel positions. The City Council authorizes positions through the budget process; based upon that authorization, the City Manager makes the appointments.

(b) The City Council shall direct comments, correspondence and concerns about City operations to the city manager's office. Citizens concerns, comments and correspondence regarding city operations received by Council members shall be forwarded to the city manager for appropriate staff action and a timely response.

(c) 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, per the City Code. In no manner, either directly or indirectly, shall a Council Member become involved in, or attempt to influence, personnel matters that are under the direction of the City Manager. Nor shall the City Council be involved in, or influence, the purchase of any supplies beyond the requirements of the City purchasing procedures. Notwithstanding the foregoing, **any member of** the City Council, may, prior to or during a meeting, make inquiry to a department head on an agenda item posted for the next council meeting. The council member will carbon copy (cc) the city manager on any email communication to a **staff member**.

(d) Documents provided to one Council member shall also be distributed to all other members of the Council. The city manager shall prepare and submit to the Council prior to 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 may seem desirable.

(e) In order to ensure proper presentation of agenda items by staff, questions arising from Council members after receiving their information packet should be, whenever possible, presented to the city manager or the manager's designated assistants for staff consideration prior to the Council meeting. This allows staff the time to address the council members' concerns and provide all Council members with the additional information.

(f) Seeking political support from staff is not appropriate. The City is a non-partisan local

government. Neither the City Manager nor any other person in the employ of the City shall take part in securing or contributing any money toward the nomination or election of any candidate for a municipal office. In addition, some professionals have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship.



TO: City Council
DATE: February 26, 2026
ITEM #: 13.A
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: February 26, 2026
ITEM #: 13.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 Lyfi.

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: February 26, 2026
ITEM #: 13.C
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 Paramount.

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: February 26, 2026
ITEM #: 13.D
SUBJECT: 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 of appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.

Recommendation for Action: Convene in an executive session.

Executive Summary: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel - Annual evaluation of City Attorney.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Christol Hall, HR Director

Attachments: None



TO: City Council
DATE: February 26, 2026
ITEM #: 13.E
SUBJECT: 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 of appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary.

Recommendation for Action: Convene in an executive session.

Executive Summary: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel - Annual evaluation of City Attorney.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Christol Hall, HR Director

Attachments: None



TO: City Council
DATE: February 26, 2026
ITEM #: 14.A
SUBJECT: Consider approval of EDC Incentives & Performance Agreement for Project 2400, as discussed in Executive Session.

Recommendation for Action: Approval of Incentives & Performance Agreement for Project 2400 as disclosed in Executive Session.

Executive Summary: Marshall EDC is recruiting a prospect through a real estate developer 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 as a tenant. This project falls under site improvements to new or expanded businesses with regulations governing Texas economic development corporations. This prospect has the potential to add substantial value to the ad valorem value of the property as well as sales tax for the City of Marshall. This is an ongoing negotiation and as such will be discussed in more detail during the Executive Session. The Performance Agreement has been reviewed by EDC legal for compliance. The agreement is in the final phase of negotiation with the Prospect. Marshall EDC approved a market value sale of property accompanied by a performance agreement, which includes an incentive value of over \$50,000 on 1/28/2026 and will finalize any remaining action items on 2/25/2026, thereby requiring City Council approval per Marshall EDC bylaws for the expenditure. 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 City Request Amount: None

Source of Funds: None

Required Approvals: MED Board (1/28/2026; 2/15/2026), 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: February 26, 2026
ITEM #: 14.B
SUBJECT: Consider approval of EDC Incentives & Performance Agreement for Project Lyfi, as discussed in Executive Session.

Recommendation for Action: Approval of Incentives & Performance Agreement for Project Lyfi as disclosed in Executive Session.

Executive Summary: Marshall EDC has been in the process of recruiting a fiber optic telecommunications carrier since May 2024. While some installation activity has commenced since the EDC board approved an incentive for a new business in March of 2025, the provider has indicated additional investment and an interest in making Marshall its regional headquarters for East Texas. This presence would add a total of 24 jobs over 3 years, at an average wage of over \$64,000, and provide additional options for residential and business consumers who require more robust service.

The company anticipates leasing an existing vacant facility in Marshall to serve as its office, backup, and warehouse. Employees will include positions in administration, engineering, construction, service delivery, marketing, and warehouse operations. A large portion of their investment is in installed fiber optic cables, which are treated in Texas as real property improvements for ad valorem taxation. The prospect has a target capital investment of \$11,350,000, which includes property improvements to the building; however, the vast majority of this is for installed fiber optic cable to serve businesses and residents. All incentive amounts are paid from EDC sales tax funds, 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 City Request Amount: None

Source of Funds: None

Required Approvals: MED Board (1/28/2026; 2/15/2026), 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