

**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**  
April 23, 2026  
6:00 PM

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

**2. Invocation and Pledges**

**3. 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.

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 Items to be Withdrawn From Consent Agenda**

**5. 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 April 9, 2026, Special-Called City Council Meeting. (City Secretary)
- B. Consider approval of the minutes from the April 9, 2026, Regular City Council Meeting. (City Secretary)
- C. Consider approval of an agreement with Dr. Jeffrey McWilliams for Physician Director Services for the Emergency Medical Services System for a remaining CY 2026 cost of \$13,200. (Fire)

**6. Consideration of Items Withdrawn From the Consent Agenda**

**7. Public Hearing & Ordinance**

- A. Conduct a public hearing and consider approval of an ordinance to rezone 1603 S Washington Parcel R000030776, a 0.2750 acre lot SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE from R-2 (Single Family Detached) to O (Office). (Development Services)

- B. Conduct a public hearing and consider approval of an ordinance to rezone a property on FM 449 Parcel R000013772, a 2.5800 acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home). (Development Services)
- C. Conduct a public hearing and consider approval of an ordinance to rezone the R-2 section of 315 Buck Sherrod Road Parcel R010096215 of the 5 acre lot ABST: 20 B ROGERS, HSE from R-2 (Single Family Detached) to PD (Planned Development). (Development Services)

**8. Resolution**

- A. Consider and Act on a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, Series 2026.

**9. Action Items for City Council Consideration**

- A. Consider approval of a Grant Application for Waterline Replacement and Engineering Services. (Public Works)
- B. Consider approval of two work orders for the City Engineer of Record, Stan Hayes, to develop the project design and specifications for the Water Supply and Infrastructure Grants (WSIG).
- C. Consideration and Award of Contract for ERP Software. (Council IT Committee / Support Services / Mike Searight, Consultant)
- D. Consider Approval of the Final Report from the City Council FY27 Budget Planning Session.

**10. Executive Session**

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary
- B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: City Manager Recruitment.

**11. Action Item Following Executive Session**

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

**12. Adjournment**

Posted: April 17, 2026  
2:00 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: April 23, 2026  
ITEM #: 5.A  
SUBJECT: Consider approval of the minutes from the April 9, 2026, Special-Called City Council Meeting. (City Secretary)

**Recommendation for Action:** Motion to approve the minutes from the April 9, 2026, Special-Called City Council Meeting.

**Executive Summary:** Minutes from the April 9, 2026, Special-Called City Council Meeting.

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

**Budget Cost:** N/A

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

**Attachments:** 1. 4.9.26 Special-Called Council Meeting Minutes

**Jean Birmingham Council  
Chambers, City Hall**  
401 South Alamo  
Marshall, TX 75671  
903-935-4421



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

**MINUTES  
PLEASE SILENCE ALL DEVICES  
SPECIAL-CALLED CITY COUNCIL MEETING  
April 9, 2026  
4:15 PM**

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

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 4:18 PM.

**PRESENT:**

**Mayor and Council Members:**

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

**ADMINISTRATIVE STAFF PRESENT:**

Melissa Vossmer, City Manager  
Scott Rectenwald, City Attorney  
Doug Box, Interim Public Works Director  
Becky Roseberry, Interim Finance Director  
Randy Pritchard, Support Services Director  
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director

**2. Citizen Comments**

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

There were no citizen comments.

**3. Discussion and Reports for City Council Consideration and Direction**

A. Presentation and Discussion Financing Options for Water and Wastewater Improvements. (Hilltop Securities / City Manager / Interim Public Works Director / Interim Finance Director)

Melissa Vossmer, City Manager, introduced the item, stating that Hilltop Securities has been the city's financial advisor for a number of years, and they were present to talk about opportunities that cities in Texas have to issue municipal debt.

John Martin and Michael Martin of Hilltop Securities provided information regarding types of debt obligations issued by cities, including General Obligation Bonds, Certificates of Obligation, Tax Notes and Utility System Revenue Bonds. The requirements, law, timing, and maturity rate of each type of debt were explained. Debt that is voted on versus non-voted on debt was discussed. Non-voted debt is issued for needs such as health, safety and welfare, while voted debt is for discretionary projects, or wants. It was noted that if a bond election fails, there is a lock out period of three (3) years for the same proposition. Information regarding city bond elections by project type for the May and November 2025 elections was provided, as well as debt issuance for Texas cities in 2025. The legislative session limitations on Certificates of Obligation were discussed, including what can be financed with debt secured with ad valorem taxes, debt service payments for certain projects that are now included on the M&O side for calculating the voter approval tax rate, and those that do not have to be repaid from M&O. Information regarding designated infrastructure and self supported debt were also discussed.

Councilmembers discussed options available to support infrastructure changes, focusing on utility infrastructure. The purpose of a bond election for General Obligation Bonds is to get buy-in from voters because the tax rate could be increased above a certain rate. It was asked if it was allowable for the City to issue Certificates of Obligation and take it above a rate without a vote, which was stated it is allowable.

Councilmembers asked questions about the 56 million dollars for infrastructure that is dedicated solely to water and sewer utilities. The goal for this meeting is to discuss options available to pay for infrastructure. Staff will be bringing a 56 million dollar program forward. The information today is to inform the council of this process and share opportunities available. The program will primarily be for issuance of Certificates of Obligation, spread out over a number of years. The amount of debt currently outstanding was discussed. Discussions were held regarding the timeline for issuance of debt and flexibility of usage. It was stated that 46 of the 56 million dollars was directly designated to water treatment and intake facilities, the other 10 million is related to small water lines.

Melissa Vossmer stated that under the Water Supply and Infrastructure Grants (WSIG) we thought our limit was 15 million, but we recently learned that we qualify for up to 21 million. If we received the grant, the timeline for approval would be August to September, with funds available at the beginning of fiscal year 2027, so funding might not align if an emergency arose. Therefore, the fallback position would be to look at changing the program or additional debt.

Stan Hayes, Hayes Engineering, addressed the council's questions about funding being used for emergencies, stating to keep things simple the grant money could be used for projects and pay back the bonds.

Melissa Vossmer stated the five-year plan is a drop in the bucket for the big picture and discussed needs and projects for Water and Sewer Infrastructure.

Stan Hayes provided information regarding the Water Supply and Infrastructure Grants (WSIG), where we are and what the probability for success would look like. Stan Hayes spoke regarding the Water CIP Program, including small diameter water main replacements, and looping of dead end mains, which is an ongoing violation of TCEQ. House Bill 500 was discussed. This bill is for water supply and infrastructure projects for cities, counties and utility districts that are consistent with Regional Water Plans. The WSIG tentative schedule includes applications due by July 2026; selection process September 2026; execution of contracts January 2027; with funds available after closing. Stan Hayes highlighted frequently asked questions regarding the grant and project prioritization criteria. The thought process was, since the amount available went from 15 million dollars to 21 million dollars, we take the 10 million dollar projects that are planned as part of the CIP and get them ready to bid by July, and if we're funded, we do them, which allows for the 10 million dollars to be used for other CIP projects. Stan Hayes highlighted current issues and the next steps to take to address those issues.

Council discussed the lines that need to be replaced and requested a timeline and cost estimate for replacing them. Melissa Vossmer stated we have to stabilize the infrastructure and also design and fund the long-term plans for replacement. The make-up of the structure in and around the pipelines was explained.

#### 4. Adjournment

**Councilmember Morris made a motion to adjourn. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.**

APPROVED:

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

ATTEST:

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



TO: City Council  
DATE: April 23, 2026  
ITEM #: 5.B  
SUBJECT: Consider approval of the minutes from the April 9, 2026, Regular City Council Meeting. (City Secretary)

**Recommendation for Action:** Motion to approve the minutes from the April 9, 2026, Regular City Council Meeting.

**Executive Summary:** Minutes from the April 9, 2026, Regular City Council Meeting.

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

**Budget Cost:** N/A

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

**Attachments:** 1. 4.9.26 City Council Regular Meeting Minutes

**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

**MINUTES  
AMENDED  
PLEASE SILENCE ALL DEVICES  
REGULAR CITY COUNCIL MEETING**

**April 9, 2026**

**6:00 PM**

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

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 6:09 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

**ADMINISTRATIVE STAFF PRESENT:**

Melissa Vossmer, City Manager  
Scott Rectenwald, City Attorney  
Julie Richards, Interim Budget Manager  
Doug Box, Interim Public Works Director  
Becky Roseberry, Interim Finance Director  
Randy Pritchard, Support Services Director  
Reggie Cooper, Planning & Development Director  
Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director  
Tom Forrest, Interim Planning and Development Services 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 Month - April. (Employee Engagement Committee)

Lacy Burson, Employee Engagement Committee, presented the Employee of the Month for April 2026, Aleena Sepulvado, Code Enforcement. The sponsor for the Employee of the Month for April is Armstrongs' Wrecker Service. Aleena Sepulvado stated she was honored to be nominated and that the team was thankful for the recognition of improvements in their area.

**4. Citizen Comments**

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There were no citizen comments.

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

Item D was withdrawn from the Consent Agenda.

**6. Consent Agenda**

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**Councilmember Abraham made a motion to approve the Consent Agenda.**

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

- A. Consider approval of the minutes from the February 27, 2026, Special-Called City Council Work Session. (City Secretary)
- B. Consider approval of the minutes from the March 23, 2026, Special-Called City Council Meeting. (City Secretary)
- C. Consider approval of the minutes from the March 26, 2026, Regular City Council Meeting. (City Secretary)
- E. Consider approval of the final payment, release of retainage and accepting project – Police Department Corrective Measures. (Support Services)

**7. Consideration of Items Withdrawn From the Consent Agenda**

- D. Consider approval of the Hwy. 80 Cave-In Project Acceptance and Release of Contractor's Retainage \$45,061.30. (Public Works)  
Councilmember Jordan-Anderson asked if any funds had been received from TxDOT at this time. Doug Box, Interim Public Works Director stated that no funds have been received yet, but they are aware of the \$121,230.50 due for reimbursement to the City.

**Councilmember Abraham made a motion to approve the Hwy. 80 Cave-In Project Acceptance and Release of Contractor's Retainage of \$45,061.30. Councilmember Morris seconded the motion, which passed by a vote of 6:0.**

**8. Ordinance**

- A. Consider approval of an ordinance amending the FY25 annual budget. (Finance)  
Becky Roseberry, Interim Finance Director, stated this ordinance was to cover unexpected expenditures in fiscal year 2025.

Councilmember Godfrey asked what the expenditures were for, which Becky Roseberry explained they were for different expenses. Melissa Vossmer, City Manager, explained that there are various items that came up after the adoption of the budget. Becky Roseberry stated a detailed list could be provided, but the ordinance needed to be passed for the audit to be completed.

**Councilmember Campbell made a motion to approve an ordinance amending the FY25 annual budget. Mayor Ware seconded the motion, which passed by the following vote:**

**Ayes: 5 Mayor Ware, Councilmembers Campbell, Jordan-Anderson, Abraham and Morris**

**Noes: 0**

**Abstain: 1 Councilmember Godfrey**

- B. Consider approval of an ordinance amending the FY26 annual budget. (Finance)  
Becky Roseberry stated this ordinance is for uncompleted projects that need to be carried over from 2025 to 2026. A list of those projects was provided.

Councilmember Jordan-Anderson asked about the negative \$30,000 in the category of donations — general. It was explained to be money carried over from Texas Eastern. Cliff Carruth, Police Chief, explained these funds were being used to upgrade the communications center and radio system. Councilmember Abraham stated the funds have to be designated for dispatch.

**Councilmember Abraham made a motion to approve an ordinance amending the FY26 annual budget. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.**

- C. Consider and approve the Update to the current City of Marshall "No Parking Ordinance". (Public Works)

Doug Box provided information regarding updates to the No Parking Ordinance, adding Meredith St between Meadow St and Pecan St; St. Francis St between Brook St and Meadow St; Wesson St between Grove St and Wilson St; both sides of Wilson St from University Ave to Medill St; both sides of Grafton St from Milton St to S Callum St; and S Garrett St from Cherrywood Cir to Bergstrom Pl. Doug Box stated the Texas Transportation Code establishes regulations for no parking whether a sign is present or not, but noted that signs will be posted after approval.

Councilmember Jordan-Anderson asked what the ordinance says about approving signs in neighborhoods, what is the policy and procedure for having the signs in place. The location is inspected to see if it meets the requirements of the Texas Transportation Code, that public safety vehicles can pass, and if the roads are no longer used to ensure vehicles are not parked on the roadway. After council approval of updating the ordinance, signage can be placed.

**Councilmember Abraham made a motion to approve the Update to the current City of Marshall "No Parking Ordinance." Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.**

## 9. Action Items for City Council Consideration

- A. Discussion with Possible Action regarding the Replacement of all Non-functioning Street Lights on U.S. Hwy. 59 (Karnack Hwy. to I-20) at a cost not to exceed \$131,305. (Public Works)

Doug Box stated that there are 180+ lights along Hwy. 59. Several were previously addressed, but the funding ran out. We are now starting at Travis and going to I-20, which will cost \$47,975 to get the lights functioning.

It was stated that this is not just replacing light bulbs, it is rewiring and replacing components, and the contractors might have to replace the foundation of some of the lights. It was mentioned that two decades ago the City agreed to take on the light project, in which Doug Box stated the City assumed responsibility, but there is no paperwork indicating we have a contract. Councilmember Abraham stated a conversation needs to be held with TxDOT to see what the agreement is.

Melissa Vossmer stated a traffic signal study was done and will be presented in May, and mentioned that some of the streetlights have been out for years. Council engaged in discussion about the safety issue this causes and what the state is responsible for and what they will do if they have enough personnel. Questions were asked about the Municipal Maintenance agreement. Stan Hayes, City Engineer, stated that when a City takes on a right-of-way, it becomes the City's responsibility to maintain it.

**Councilmember Godfrey made a motion to approve the replacement of all non-functioning streetlights on U.S. Hwy. 59 (Karnack Hwy. to I-20) at a cost not to exceed \$131,305. Councilmember Morris seconded the motion, which passed by a vote of 6:0.**

- B. Consideration and Award of Contract for ERP Software. (Council IT Committee / Support Services / Mike Searight, Consultant)

Mayor Ware thanked Councilmembers Abraham and Morris for their work with staff on this item.

Randy Pritchard, Support Services Director, also thanked the Councilmembers and staff who worked on this item. Randy Pritchard provided background information regarding this item, including the timeline, the six (6) proposals that were reviewed and narrowed to three (3); being OpenGov, Edmunds, and Tyler Technologies and the larger review group of the three (3) finalists. The selection process then narrowed the decision to two (2) companies; OpenGov and Tyler Technologies. The decision was

made to go with OpenGov, but the proposal is still being negotiated. The 10-year total ownership proposal cost would be \$1,091,036.

Councilmember Jordan-Anderson asked if the \$234,000 for implementation would be each year. It was explained it would not be, that it was only an expense for the first year. Randy Pritchard provided a five-year cost breakdown.

Councilmember Abraham stated that both companies have good software, but the top priorities are implementation and support. Randy Pritchard stated that our current system is owned by OpenGov, allowing for a much better implementation. Councilmember Abraham mentioned that the current contract expires December 31, 2026, and we would not have support after that time. The other company could not guarantee meeting the deadline we needed. It was also mentioned that OpenGov provided a rate reduction.

Councilmember Morris stated that he liked both companies, but after receiving information regarding Tyler Technologies, he felt that OpenGov was the better choice.

Council engaged in discussion regarding the length of the term, for which a 10-year number was provided, but the recommendation would be to propose a three (3) year agreement with an automatic renewal. The agreement can be canceled at any time with proper notice. It was stated that OpenGov does interact with AI. Council discussed options for approving the item but, with the negotiations not complete, decided the approval needed to wait until the next meeting.

**Councilmember Godfrey made a motion to table the awarding of a contract for ERP Software until the next meeting. Mayor Ware seconded the motion, which passed by a vote of 6:0.**

- C. Consider approval of the WWTP Water Line Project Engineering Services (\$40,000). (Public Works)

Doug Box stated that City staff have been coordinating with TxDOT regarding the I-369 corridor project. As part of this project, TxDOT has acquired right-of-way that includes the City's existing non-potable water well serving the Wastewater Treatment Plant (WWTP). Therefore, the well has to be abandoned. This well is the sole water source for the WWTP and the loss of this well infringes on the plant's functionality and regulatory compliance. Constructing a new onsite well is not feasible. Several options were looked at, and the most cost-effective solution is to extend services through the right-of-way to the WWTP.

**Councilmember Godfrey made a motion to approve the WWTP Water Line Project Engineering Services (\$40,000). Councilmember Morris seconded the motion, which passed by a vote of 6:0.**

- D. Consider approval of the proposal to relocate a 16 inch cast at highway 59 at a cost not to exceed \$345,520. (Public Works)

Doug Box stated on February 22, 2026, the City of Marshall was notified of a 16-inch water main break located beneath Highway 59 that created an immediate risk to water service reliability and public health. Doug Box provided photos of the waterline leak underneath Hwy. 59. RBIS, LLC was contacted to perform an emergency, temporary repair and proposed a long-term corrective measure of relocating the 16-inch cast. The

new line will be installed on the west side of Hwy. 59 with a valve installed to allow the city to control the water. RBIS, LLC is ready to move on with this project.

A discussion of the bid process was held, but this item is being viewed as an emergency repair and there is a provision for emergencies to be complete without the bid process being used. If the repair is not made, the water tower on Spring Street will not be filled. Council discussed the Municipal Maintenance Agreement (MMA), the ability to work on utilities in the State's right-of-way, requirements of the MMA and what is covered by the state or city in the MMA.

**Councilmember Godfrey made a motion to approve the proposal to relocate a 16-inch cast at highway 59 at a cost not to exceed \$345,520. Councilmember Campbell seconded the motion, which passed by a vote of 6:0.**

## **10. Discussion and Reports for City Council Consideration and Direction**

### **A. Review of the FY27 Budget Calendar.**

Melissa Vossmer introduced Julie Richards, Interim Budget Manager, who presented information regarding the budget kickoff process that started in December and expanded to more than just directors. This is year two of a 2–3 year process called "rightsizing." Julie Richards stated there is a new set of challenges with the ERP system consideration, so staff is building the budget using spreadsheets. Regarding the calendar, budget discussions have already started, analysis is being conducted, departments are working on projections for the upcoming year, and meetings are scheduled to begin with departments. The budget will then be built with time left for a preliminary budget to be assessed and for a new City Manager to build out the rest of the calendar. Julie Richards stated she would like to start the budget year by gaining information about what is important to the council.

Melissa Vossmer stated Ron Cox will be at the next regular meeting on April 23rd to provide his report to council regarding the work sessions with council and staff. The goal is to have a cursory, base budget in place for the new City Manager.

Mayor Ware asked about the training depth being a little deeper this year, and it was explained that more of the staff has been involved in the training, and more advanced training is being provided.

## **11. Executive Session**

**Councilmember Abraham made a motion to convene into Executive Session.**

**Councilmember Godfrey seconded the motion, which passed by a vote of 6:0. The time was 7:24 PM.**

- A. An executive session pursuant to Texas Government Code 551.072, permitting a governmental body to conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; to wit, exchange of properties located within the 200-300 blocks of N. Wellington and N. Washington.

B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: City Manager Recruitment.

**The meeting was reconvened at 8:46 PM.**

**12. Adjournment**

**Councilmembers Jordan-Anderson and Godfrey were not present for the adjournment.**

**Councilmember Abraham made a motion to adjourn. Councilmember Campbell seconded the motion, which passed by a vote of 4:0.**

APPROVED:

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

ATTEST:

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



TO: City Council  
DATE: April 23, 2026  
ITEM #: 5.C  
SUBJECT: Consider approval of an agreement with Dr. Jeffrey McWilliams for Physician Director Services for the Emergency Medical Services System for a remaining CY 2026 cost of \$13,200. (Fire)

**Recommendation for Action:** Authorize the City Manager to enter into the Medical Director Contract for Emergency Medical Services with Dr. Jeffrey McWilliams on behalf of the City of Marshall.

**Executive Summary: Background:** The City of Marshall requires the professional services of a qualified physician to serve as Medical Director for the Emergency Medical Services (EMS) provided by the Marshall Fire Department. Dr. Jeffrey McWilliams has previously served in this capacity and has extensive experience in emergency medicine. This contract is slightly different than previous years because it seeks to align Dr. McWilliams' contract with the City's Fiscal Year. Therefore, this contract is from May through December 31, 2026. His next contract will then be presented for renewal in December 2026 for all of 2027. At that point, his (and any subsequent) contract will run January - December, in line with the City's FY. Additionally, this contract reflects a 10% increase based on mutual agreement between Dr. McWilliams and the Fire Department.

**Contract Terms:**

- Term: Eight-month contract from May 1, 2025, to December 31, 2026
- Compensation: \$13,200 for eight months in 2026, paid in monthly installments of \$1,650
- Services to be provided include:
  1. Medical oversight and direction for the EMS system
  2. Development of patient transfer protocols and agreements
  3. Establishment of standing orders for all EMT certification levels
  4. Coordination of critical care plans for various emergency scenarios
  5. Conducting semi-annual lectures, quarterly quality improvement reviews, and in-service training on medication, protocol, and procedure changes
  6. Quality assurance and medical guidance

**Recommendation:** Staff recommends approval of the contract for Dr. Jeffrey McWilliams to serve as Medical Director for the Marshall Fire Department EMS system for the specified term and compensation.

**Fiscal Impact:** \$13,200 for remaining FY 2026, which has been included in the current budget.

**Action Requested:** Authorize the City Manager to enter into the Medical Director Contract for Emergency Medical Services with Dr. Jeffrey McWilliams on behalf of the City of Marshall.

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

**Budget Cost:** The total cost for the remainder of 2026 is \$13,200.00 paid in 8 installments at \$1,650.00 per month. In 2027, the total cost will be \$19,800.

**Staff Contact:** David Rainwater, Fire Chief; Travis Gibson, EMS Chief

**Attachments:**        1.     Medical Director Contract May-Dec 2026

**PHYSICIAN DIRECTOR CONTRACT  
EMERGENCY MEDICAL SERVICES SYSTEM**

The State of Texas  
County of Harrison

This agreement is made and entered into by and between the CITY OF MARSHALL, TEXAS, as GRANTEE and DR. JEFFREY MCWILLIAMS, hereinafter referred to as CONTRACTOR, beginning May 1, 2026 and ending on December 31, 2026.

**WITNESSETH**

WHEREAS, CONTRACTOR has services and professional medical expertise which are needed by GRANTEE and desires to furnish and provide said service to GRANTEE; and

WHEREAS, DR. JEFFREY MCWILLIAMS, an Independent Contractor, serves as emergency department physician and has extensive experience in the practice of emergency medicine; and

WHEREAS, GRANTEE, desires to purchase said professional medical expertise of CONTRACTOR for the purpose of directing the Emergency Medical Services of the City of Marshall, Texas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the GRANTEE and CONTRACTOR do hereby agree as follows:

**Scope of Services:** The said CONTRACTOR does hereby promise and agree that he shall and will for the consideration hereinafter mentioned, furnish all services as hereinafter stated;

**SECTION I**

For and in consideration of the payments and commitments to be made and performed by the GRANTEE, the CONTRACTOR agrees and promises to perform and provide the following:

1. Function as advisor and director concerning medical matters to the Fire Chief and EMS Chief.
2. Aid with the development and implementation of medical control.
3. Provide written guidelines or consult in the development of such concerning:
  - a. Patient Transfer Protocols
  - b. Patient Transfer Agreements

4. Coordinate and direct physicians and nurses in the development and documentation of:
  - a. Pre-hospital care and evaluation of Critical Care Plans, including but not limited to:
    - i. Spinal cord injuries
    - ii. Pre-natal problems
    - iii. Behavioral disturbances
    - iv. Burns
    - v. Cardiac Care
    - vi. Poisoning and drug abuse
    - vii. Multiple trauma
5. Develop and establish standing orders for EMT-Basic, EMT-Intermediate, and EMT-Paramedic to be used in the field in emergency situations.
6. In conjunction with the EMS Chief, oversee training programs for all EMT certification levels, evaluation and certifying their skills, providing post-response evaluations and providing continuing education, to include at least semi-annual lectures, quarterly quality improvement reviews with shifts, and in-service training on new medications, procedures, and protocols. Scheduling of continuing education classes to be determined by the Marshall Fire Department EMS Chief and CONTRACTOR.

## **SECTION II**

For and in consideration of the service furnished by the CONTRACTOR and described in SECTION I of this agreement, GRANTEE agrees to pay the CONTRACTOR a total of \$13,200.00 as follows:

1. \$1,650.00 each month in eight (8) monthly installments beginning thirty (30) days after work begins.

## **SECTION III**

1. **Contractor Responsibility:** The CONTRACTOR will require the EMT-Basic, EMT-Intermediate and EMT-Paramedic to comply with applicable provisions of the Texas Medical Practice Act.
2. **Grantee Responsibility:** GRANTEE, under this Agreement, is not to be considered as engaging in a joint venture or partnership with CONTRACTOR for any purpose whatsoever, it being understood between the parties hereto that GRANTEE is merely

a purchaser of services and is in no way authorized to make any contract agreement, warranty or representation on behalf of CONTRACTOR or to create any obligation expressed or implied on behalf of CONTRACTOR.

3. **Successors and Assigns:** The CONTRACTOR and the GRANTEE each binds itself, himself and his partners, successors, executors, administrators and assigns of each party, with respect to all covenants of this agreement.
4. **Severability:** If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and any illegal or invalid provision shall be deemed as if never incorporated herein, but all other provisions shall continue in full force and effect.
5. **Termination of Contract:** The contract term shall be for one year.

If, through any cause, the CONTRACTOR or GRANTEE shall fail to fulfill in timely and proper manner his obligation under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the CONTRACTOR and GRANTEE shall thereupon have the right to terminate this Agreement immediately by giving the other thirty (30) days written notice, specifying the reason for termination, and the effective date thereof. Either CONTRACTOR or GRANTEE may terminate this Agreement upon sixty (60) days notice without cause by giving the other not less than sixty (60) days written notice. If the contract is terminated, contractor should receive compensation which is prorated to the final date of service.

6. **Summary Termination:** CONTRACTOR shall maintain residences within a 50-mile radius of Marshall, Texas and shall personally provide the service to be rendered herein. In the event CONTRACTOR ceases to maintain their residence, ceases to personally provide services as provided herein, GRANTEE shall have the option to terminate this Agreement immediately with notice as provided in Paragraph 5 herein.
7. **Technicians:** GRANTEE shall provide technicians known as Emergency Care Attendants (ECA), Emergency Medical Technicians (EMT), Emergency Medical Technician-Intermediate (EMT-I), and Emergency Medical Technician-Paramedic (EMT-P). Said technicians shall be employed and paid by GRANTEE.

CONTRACTOR has the authority to recommend removal of any technician from service, and to require further training or retraining of any technician. To the extent allowed under Texas State Law, CONTRACTOR may recommend and proceed with decertification by the Texas Department of Health in accordance with that agency's established revocation procedures.

8. **Audit or Records:**
  - a. The CONTRACTOR agrees that the GRANTEE, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access only to pertinent books, documents, papers, and records of the CONTRACTOR which are directly involved in the operation of EMS so long as the patient's

medical confidentiality is respected and will be subject to the Texas Open Records Act.

- b. All pertinent records as referenced in **8.a** above shall be retained for a period of three (3) years by GRANTEE.
9. **Compliance with Laws:** GRANTEE shall comply with all applicable local and state laws, ordinances, and codes in implementation of programs provided by this Agreement as set forth in the Texas Medical Practice Act.
10. **Applicable Law:** This Agreement shall be construed according to the laws of the State of Texas. GRANTEE and CONTRACTOR stipulate, acknowledge and agree that the proper venue for any action to enforce or construe any of the provisions of this contract shall be in Harrison County, Texas.
11. **Compliance with Local Laws:** The parties shall comply with all applicable laws, ordinances and codes of state and local governments.
12. **Liability Coverage for Medical Director:** CONTRACTOR, as serving in an official capacity as a public official for the GRANTEE, is covered to the extent provided by the terms of the insurance agreement between TML and the GRANTEE. Coverage is limited to CONTRACTOR's role as Medical Director for the Marshall Fire Department.
13. **Entire Agreement:** The GRANTEE and the CONTRACTOR mutually agree that this Agreement shall be subject to the provisions hereof and represent the entire Agreement between the GRANTEE and CONTRACTOR. This agreement may only be amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on this day, \_\_\_\_\_:

GRANTEE:

CITY OF MARSHALL

BY: \_\_\_\_\_  
City Manager

CONTRACTOR:

Jeffrey McWilliams

BY: \_\_\_\_\_  
Jeffrey McWilliams, MD

ATTEST:

By: \_\_\_\_\_  
City Secretary



TO: City Council  
DATE: April 23, 2026  
ITEM #: 7.A  
SUBJECT: Conduct a public hearing and consider approval of an ordinance to rezone 1603 S Washington Parcel R000030776, a 0.2750 acre lot SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE from R-2 (Single Family Detached) to O (Office). (Development Services)

**Recommendation for Action:** Following the public hearing, consider approval of an ordinance regarding a rezoning request for 1603 S Washington Ave. Parcel R000030776, a 0.2750-acre lot SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE from R-2 (Single Family Detached) to O (Office).

**Executive Summary:** On April 13, 2026, the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding a rezoning request for 1603 S Washington Ave. Parcel R000030776, a 0.2750-acre lot SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE from R-2 (Single Family Detached) to O (Office). Staff recommended approval of this request to change from R-2 (Single Family Detached) to O (Office) given there was Commercial/Office in the area just north of Emory Street. The motion was seconded and passed and a vote of 4:0 to recommend to the City Council that the rezone request be approved.

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

**Budget Cost:**

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

**Attachments:**

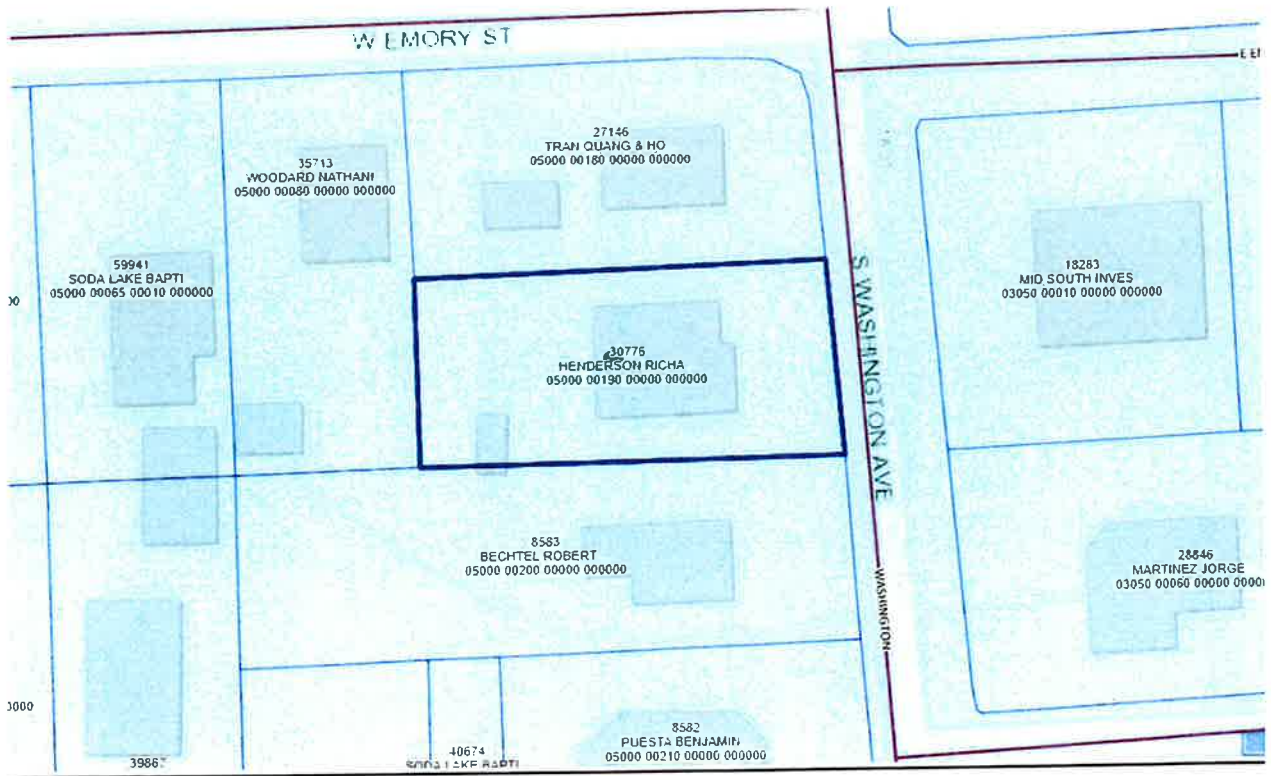
1. 4-13-26 PZ packet 1603 S Washington
2. O-26-XX Rezone 1603 S Washington Ave. from R-2 to O



A. Z-26-06: Conduct a public hearing to consider an application to rezone 1603 S Washington Parcel R000030776, a 0.2750 acre lot SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE from R-2 (Single Family Detached) to O (Office).

Applicant:	RICHARD HENDERSON 1603 S WASHINGTON, MARSHALL TX 75670
Property Owner	RICHARD HENDERSON 1603 S WASHINGTON, MARSHALL TX 75670
Surrounding Property Notices	17 Notices Sent within 200 ft. of the Site 2 Response returned – For <b>-1 + 1 Against</b>

**Location Map:**



**Background & Summary of Request**

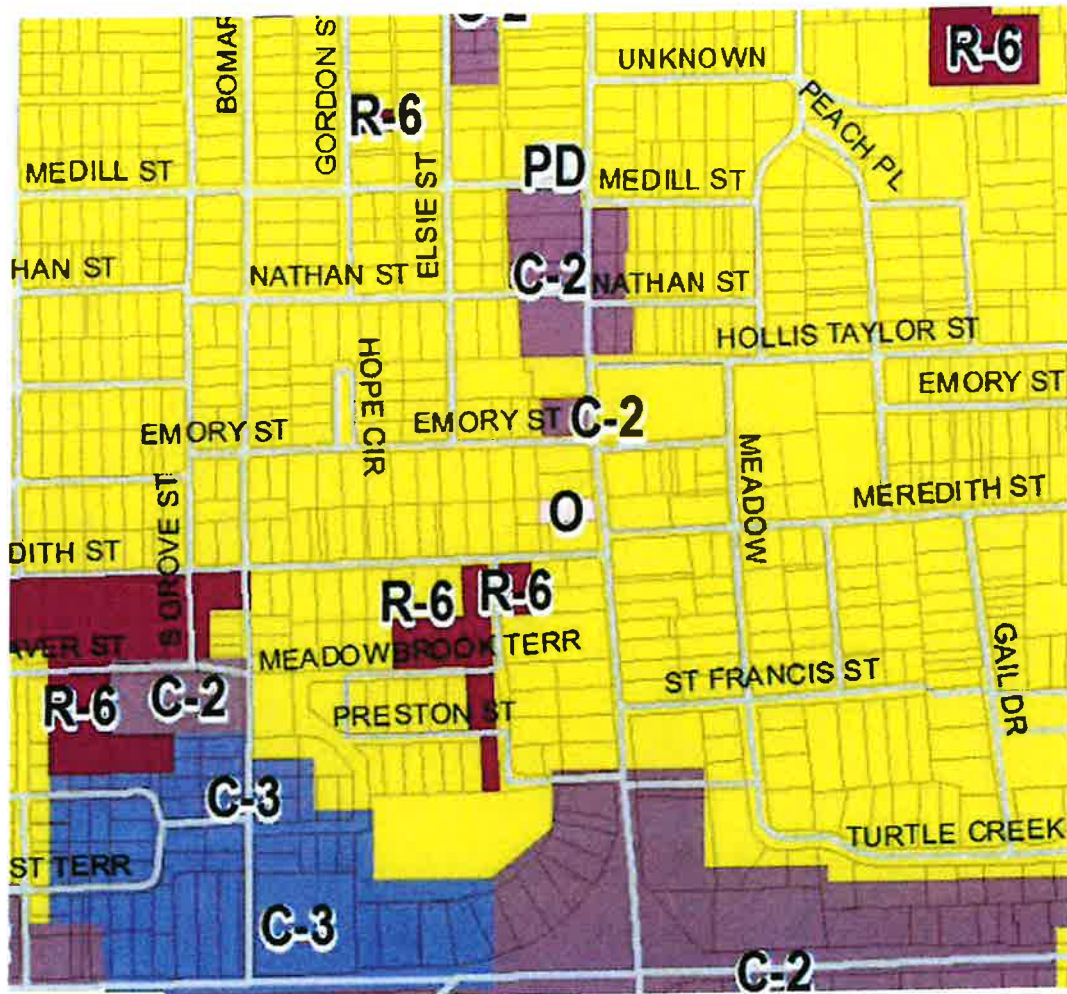
The applicant is requesting rezone 1603 S Washington, Parcel R000030776, to use for an office.

**Existing Conditions:**



Utilities are available to the site.

**Existing Zoning:**



Low density residential. Commercial/office/service just north of Emory Street.

**Comprehensive Plan and Future Land Use Map Analysis:**



**Reccomendation:**

Staff recommends approval of this request to rezone 1603 S Washington Parcel R000030776, a 0.2750 acre lot SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE from R-2 (Single Family Detached) to O (Office).

CASE NUMBER/NAME: Z-26-06/ 1603 S

Washington

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, 4/13/26 at 6:00 p.m. and before the City Council on THURSDAY, 4/23/26 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

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CLAY ALLEN  
Name (Please print)

Clay Allen  
Signature

104 W. HOUSTON MARSHALL TX  
Mailing Address

903-930-9543  
Phone #

4-1-26  
Date

**CASE NUMBER/NAME:** Z-26-06/ 1603 S

Washington

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, 4/13/26** at 6:00 p.m. and before the City Council on **THURSDAY, 4/23/26** 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 <sup>very</sup>**AGAINST** this Zone Change

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David J Mangos  
Name (Please print)

[Signature]  
Signature

2741 S. Ogden St Englewood Colo 80112  
Mailing Address

720-313-2267  
Phone #

13 Apr 26  
Date

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

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE 1603 S WASHINGTON AVE. PARCEL R000030776, A 0.2750-ACRE LOT SUBD: SUNNYSIDE, BLK 3, LOT 2, HSE FROM R-2 (SINGLE FAMILY DETACHED) TO O (OFFICE).

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 on April 13, 2026 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 approval 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 23th day of April, 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. FINDINGS**

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**

The Zoning District Map established by Ordinance No. O-87-13 is hereby amended to rezone the said property at 1603 S Washington Ave. from R-2 (single family detached) to O (office).

**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: April 23, 2026  
ITEM #: 7.B  
SUBJECT: Conduct a public hearing and consider approval of an ordinance to rezone a property on FM 449 Parcel R000013772, a 2.5800 acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home). (Development Services)

**Recommendation for Action:** Following the public hearing, consider approval of an ordinance regarding a rezoning request for a property on FM 449 Parcel R000013772, a 2.5800-acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home).

**Executive Summary:** On April 13, 2026 the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding rezoning request for a property on FM 449 Parcel R000013772, a 2.5800-acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home). Staff recommended approval of this request to change from A-E to MH (Mobile Home). Following the public hearing and discussion, a motion was made to approve the rezoning request. The motion was seconded and passed by a vote of 4:0 to recommend to the City Council that the rezone request be approved.

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

**Budget Cost:**

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

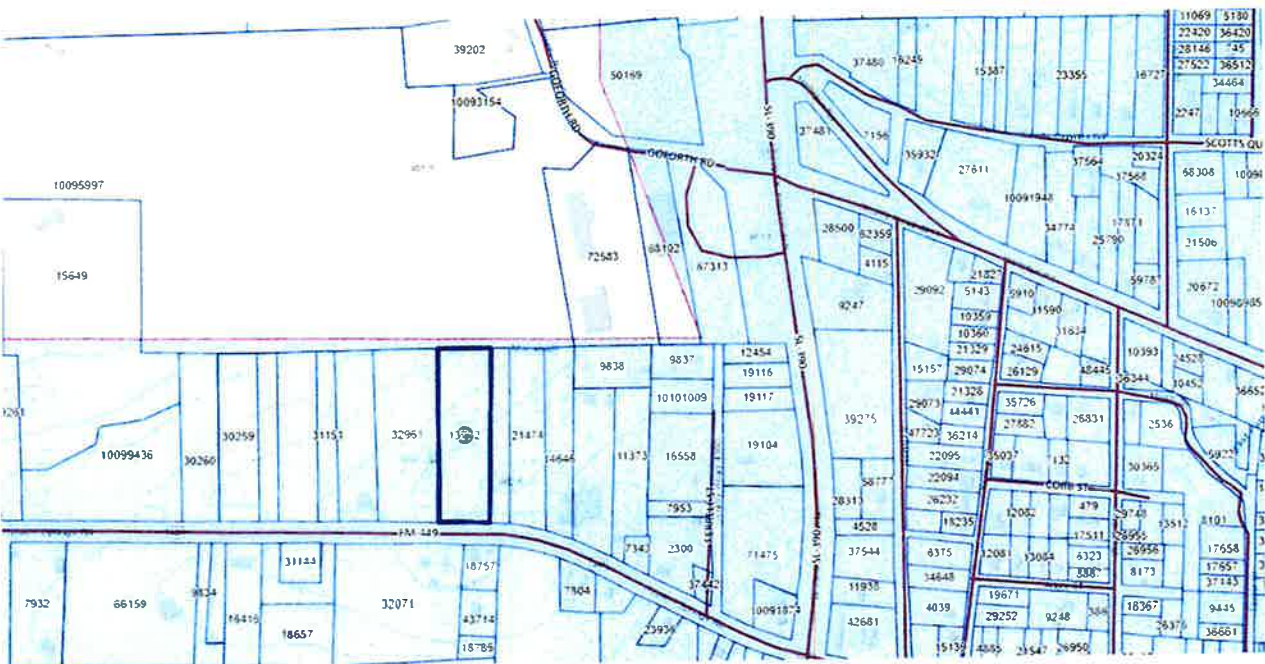
- Attachments:**
1. 4-13-26 packet FM 449
  2. O-26-XX Rezone A Property on FM 449 from A-E to MH



B. Z-26-07: Conduct a public hearing to consider an application to rezone a property on FM 449 Parcel R000013772, a 2.5800 acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home).

Applicant:	MARITZA OLVERA 708 E BURLESON MARSHALL, TX 75670
Property Owner	MARITZA OLVERA 708 E BURLESON MARSHALL, TX 75670
Surrounding Property Notices	8 Notices Sent within 200 ft. of the Site 0 Responses returned

**Location Map:**





**Background & Summary of Request:**

The applicant is requesting rezone a property on FM 449 Parcel R000013772 to place a mobile home on the property.

**Picture of the Site:**

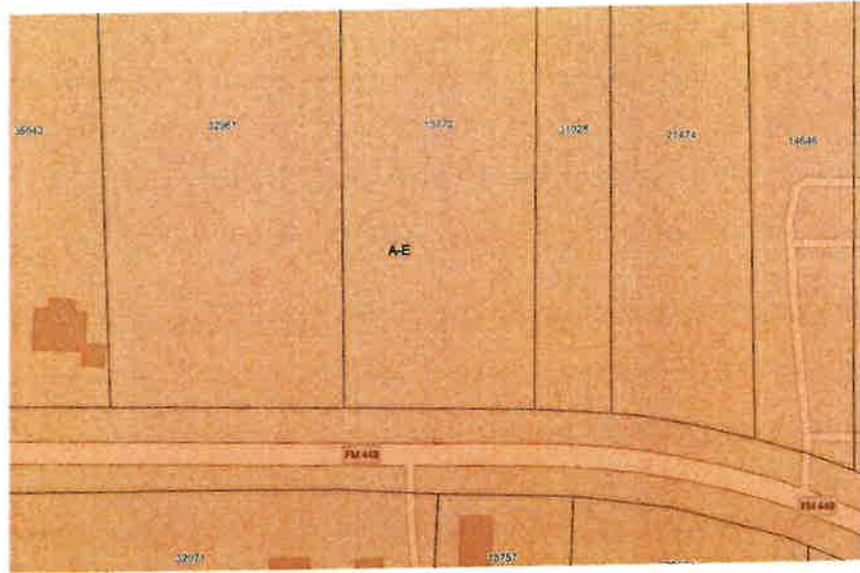


**Existing Conditions:**

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:**

Staff recommends approval of this request to rezone a property on FM 449 Parcel R000013772, a 2.5800 acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home).

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

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE A PROPERTY ON FM 449 PARCEL R000013772, A 2.5800-ACRE LOT ABST: 441 H MORGAN, V FROM A-E (AGRICULTURE & ESTATE) TO MH (MOBILE HOME).

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 on April 13, 2026 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 approval 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 23th day of April, 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. FINDINGS**

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**

The Zoning District Map established by Ordinance No. O-87-13 is hereby amended to rezone the said property on FM 449 Parcel R000013772, a 2.5800-acre lot ABST: 441 H MORGAN, V from A-E (Agriculture & Estate) to MH (Mobile Home).

**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: April 23, 2026  
ITEM #: 7.C  
SUBJECT: Conduct a public hearing and consider approval of an ordinance to rezone the R-2 section of 315 Buck Sherrod Road Parcel R010096215 of the 5 acre lot ABST: 20 B ROGERS, HSE from R-2 (Single Family Detached) to PD (Planned Development). (Development Services)

**Recommendation for Action:** Following the public hearing, consider approval of an ordinance regarding a rezoning request for 315 Buck Sherrod Road Parcel r010096215, approximately 1.75-acres of the 5-acre lot ABST: 20 B Rogers, HSE from R-2 (single family detached) to PD (planned development).

**Executive Summary:** On April 13, 2026, the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding a rezoning request for 315 Buck Sherrod Road Parcel r010096215, approximately 1.75-acres of the 5-acre lot ABST: 20 B Rogers, HSE from R-2 (single family detached) to PD (planned development).

Staff recommended approval of this request to change from R-2 (single family detached) to PD (planned development) given the rural character of the property, two modest homes tucked on a single property aren't a dramatic departure. And because it is framed as a family compound, the PD conditions can restrict the property to that use — limiting the number of units, prohibiting subdivision, and preventing it from becoming a de facto multi-family rental project down the road. This isn't a subdivision, a commercial use, or a high-traffic generator. It's two houses for family members. The practical impact on surrounding properties is minimal. The motion was seconded and passed and a vote of 4:0 to recommend to the City Council that the rezone request be approved.

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

**Budget Cost:**

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

**Attachments:**

1. 4-13-26 packet 315 Buck Sherrod Rd
2. O-26-XX Rezone 315 Buck Sherrod Rd from R-2 to PD



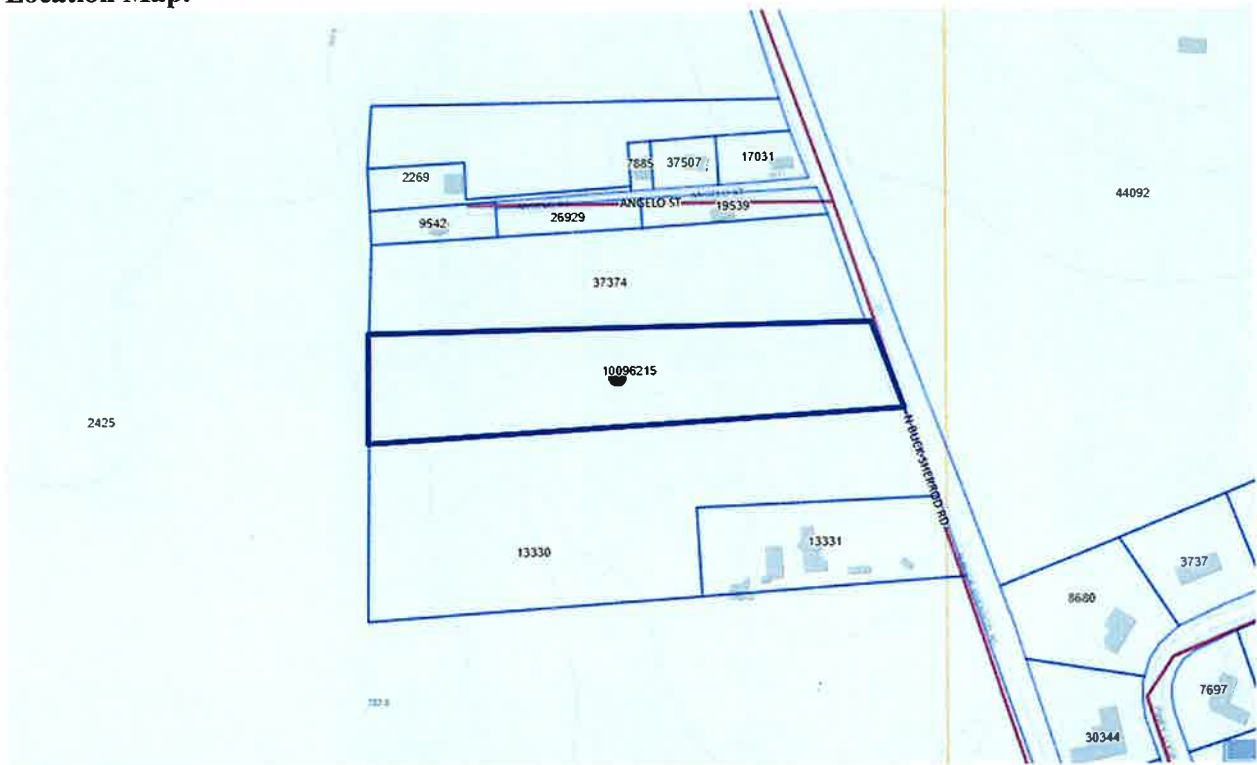
# P&Z Agenda Information Sheet

## April 13, 2026

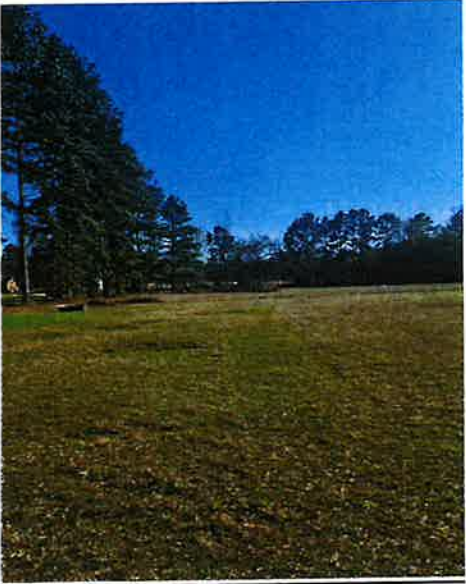
- C. Z-26-08: Conduct a public hearing to consider an application to rezone the R-2 section of 315 Buck Sherrod Road Parcel R010096215 of the 5 acre lot ABST: 20 B ROGERS, HSE from R-2 (Single Family Detached) to PD (Planned Development).

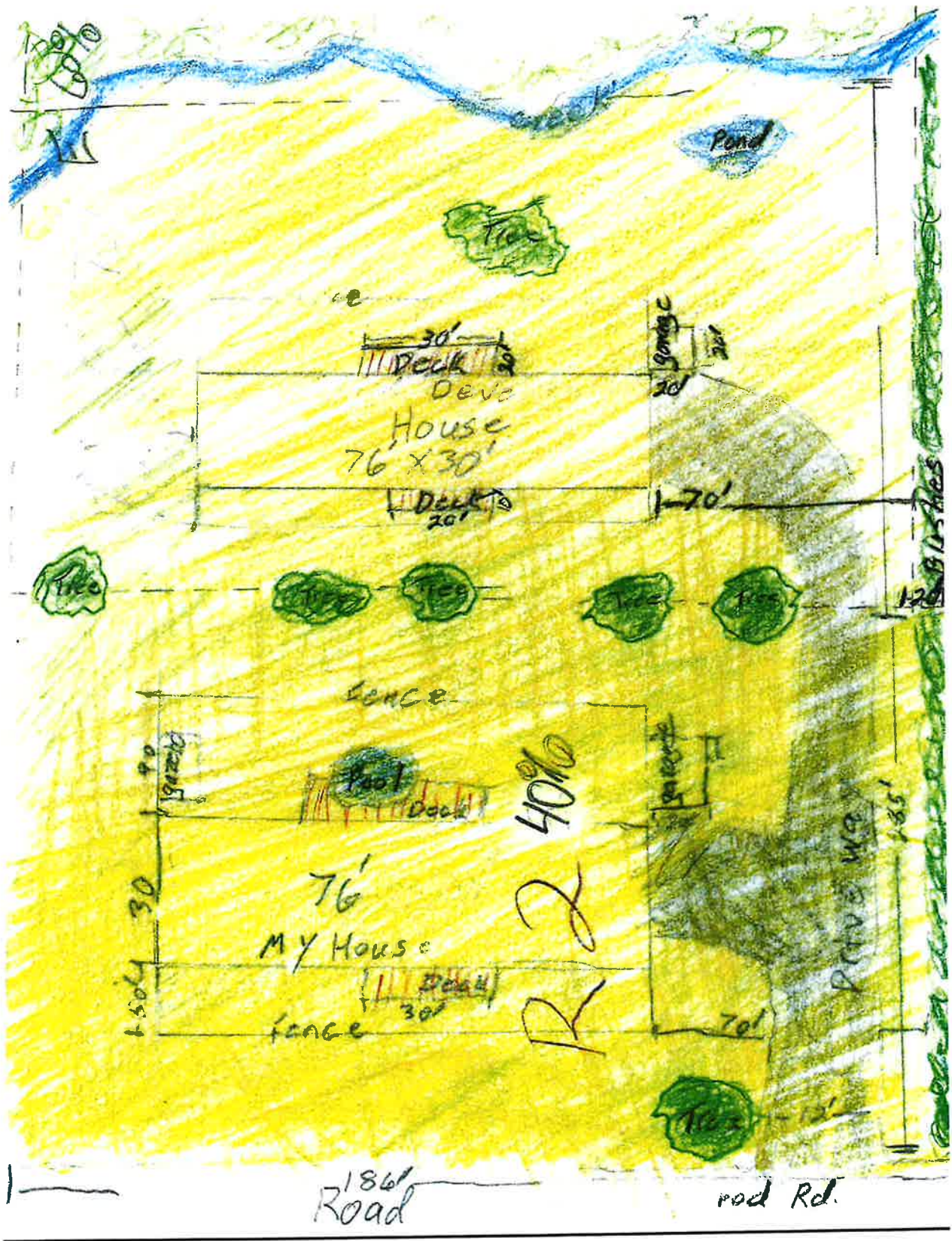
Applicant:	JOSEPH JENCKES 315 BUCK SHERROD RD MARSHALL, TX 75672
Property Owner	JOSEPH JENCKES 315 BUCK SHERROD RD MARSHALL, TX 75672
Surrounding Property Notices	7 Notices Sent within 200 ft. of the Site 0 Responses returned

### Location Map:



**Picture of the Site:**

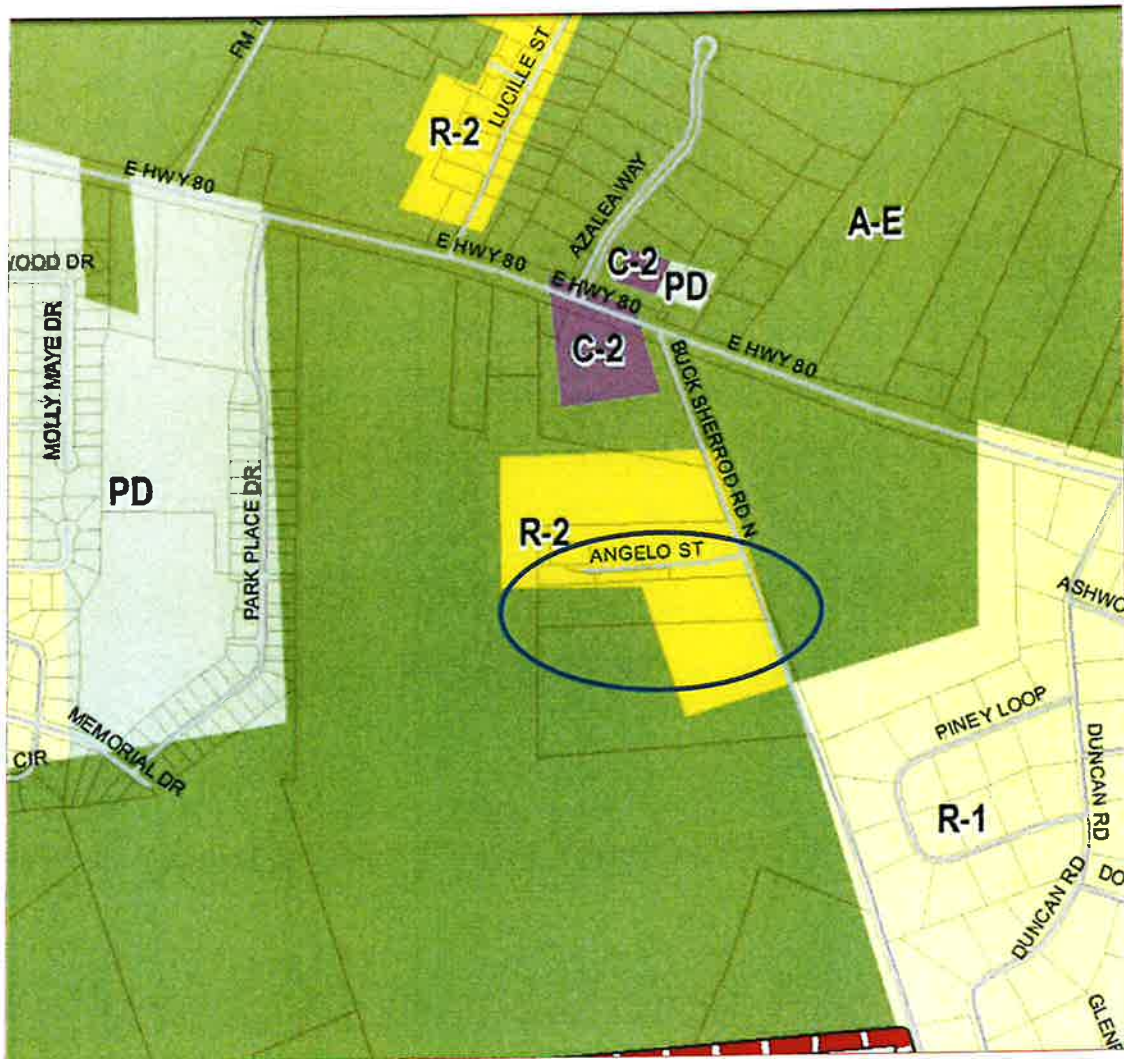




## Background & Summary of Request:

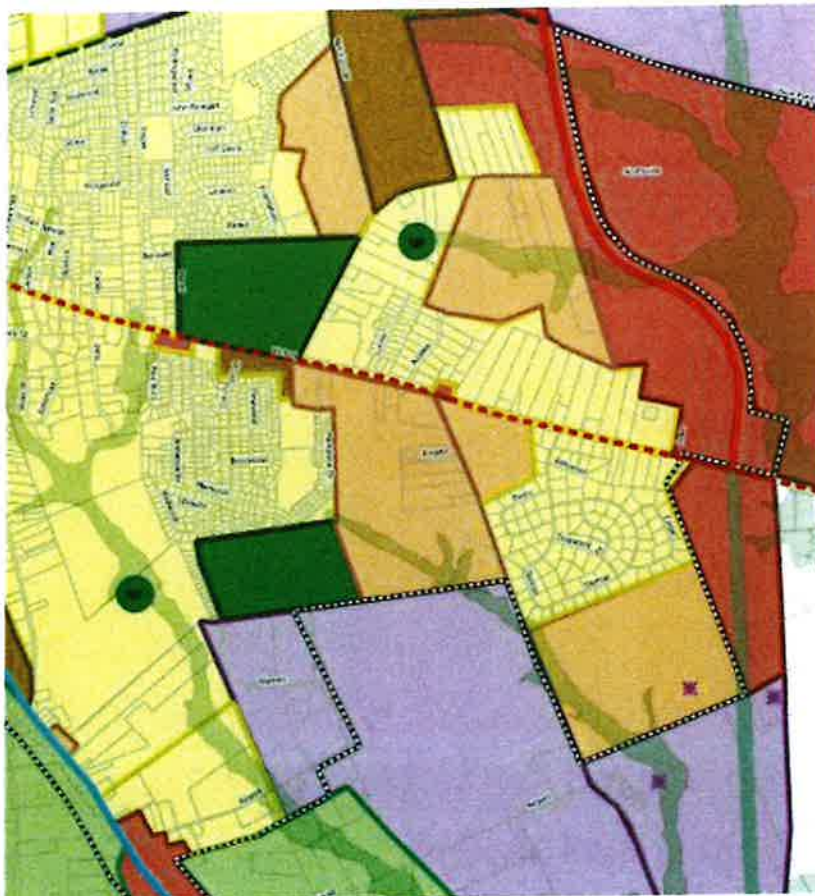
The owner/applicant has a 5-acre tract with a portion, approximately 3.25 acres, zoned A-E and 1.75 acres zoned R-2. The applicant is requesting approval of a zoning change of the R-2 to Planned Development (PD) to allow for an additional resident, a 3-bedroom manufactured house (MH) behind the existing house. The “plan” is to create family compound so his son and fiancé can live in the MH on the property. Water is available; the current house has a septic system and the new house will be require one also.

## Existing Zoning:



## **Comprehensive Plan and Future Land Use Map Analysis:**

The Future Land Use map identifies this property as Moderate Density Residential which would be consistent with the PD in this case.



### **Recommendation:**

Given the rural character of the property, these two houses on a large tract isn't out of character. A-E (Agricultural-Estate), Two modest homes tucked on a single property aren't a dramatic departure. And because it is framed as a family compound, the PD conditions can restrict the property to that use — limiting the number of units, prohibiting subdivision, and preventing it from becoming a de facto multi-family rental project down the road. That's actually more protective than a straight rezoning.

This isn't a subdivision, a commercial use, or a high-traffic generator. It's two houses for family members. The practical impact on surrounding properties is minimal. Staff recommends the re-zone be approved.

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

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE THE R-2 SECTION OF 315 BUCK SHERROD ROAD PARCEL R010096215, APPROXIMATELY 1.75 ACRES OF THE 5 ACRE LOT ABST: 20 B ROGERS, HSE FROM R-2 (SINGLE FAMILY DETACHED) TO PD (PLANNED DEVELOPMENT).

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 on April 13, 2026 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 approval 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 23th day of April, 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. FINDINGS**

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**

The Zoning District Map established by Ordinance No. O-87-13 is hereby amended to rezone the said property at 315 Buck Sherrod Road from R-2 (single family detached) to PD (planned development).

**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: April 23, 2026  
 ITEM #: 8.A  
 SUBJECT: Consider and Act on a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, Series 2026.

**Recommendation for Action:** Approve a Resolution Directing the Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, Series 2026.

**Executive Summary:** The City of Marshall is scheduled to move forward with the issuance of debt, a combination of Tax and Revenue Certificates of Obligation to fund improvements to the water and wastewater systems. The first step in this process is the adoption of this resolution of intent to issue this debt. This will be in the proposed amount of \$35,000,000 (\$35M).

The proposed debt will be used for a number of projects to include the following:

PROPOSED:	YEAR 1 W /WW CIP	\$15,000,000 – W/ WW Rates
	WATER LINE REPLACEMENT	<u>\$20,000,000</u> – Combination W / WW Rates
& Property Tax		
	DEBT TO BE ISSUED	\$35,000,000

It is proposed the debt be used in the following manner:

**PHASE 1: WATER TRANSMISSION LINES STABILIZATION & CONTROL \$1.550M**

1. Repair US Hwy. 59 at SH43 16"	\$ 350,000 (Approved by Council at 4-9-26 Meeting)
2. Repair US Hwy 80 16"	\$ 150,000
3. Repair to Spring Street 24"	\$ 150,000
4. Replace 17 valves Spring St.	<u>\$ 900,000</u>
Line Stabilization & Control	\$1,550.000

Funding: Current Fund Balance – Projects can get started immediately.  
 To be reimbursed with debt issuance

**PHASE 2: PROPOSED \$20,000,000 ISSUED FOR LONG TERM REPLACEMENT IMPROVEMENTS:**

To be used:

1. Reimburse Phase 1 Project Costs	\$ 1,550,000
2. Engineering Services WSIG Grant** reimbursement	\$ 1,564,800 **Not eligible for

3. Waterline projects not funded with WSIG

\$16,885,200

The \$16,885,200 will be used for the project(s) not approved for WSIG funding and / or additional water line replacement as follows:

1. Water Main / Excessive Leak History (Table 3-9WMP)
2. Dead End Watermains (Table 3-7 & 3-78WMP)
3. Hwy. 80 Transmission Line
4. Other Transmission Lines – Engineering / Construction

The first step in moving forward to issuing debt is consideration and approval of the attached Resolution as follows:

*Consider and act on a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.*

If approved by the Council, the process to issue the debt will be initiated. Also attached is the calendar of activities necessary to bring this issue to fruition. The next step by the City Council will be June 25<sup>th</sup> where pricing of the bonds will be received and, on the agenda that evening, will be an ordinance to consider authorizing the issuance. If approved, funds will be delivered to the City on July 21<sup>st</sup>.

Hilltop Securities will be managing this process once again for the City and plan to attend the meeting to address any issues or concerns.

**Focus Area(s):** This item aligns with the following City Council adopted focus area(s): Improving Infrastructure.

**Budget Cost:** There is no associated cost with this agenda item.

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

**Attachments:**

1. Notice Resolution (ver 2) revised
2. Series 2026 Calendar-Marshall CO S26v2

CERTIFICATE REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS  
HARRISON COUNTY  
CITY OF MARSHALL

We, the undersigned officers of the City of Marshall (the "City"), hereby certify as follows:

1. The City Council of the City convened in regular meeting on April 23, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

and all of said persons were present except \_\_\_\_\_ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON APRIL 23, 2026.

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City Secretary  
City of Marshall, Texas

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Mayor  
City of Marshall, Texas

{SEAL}

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS  
HARRISON COUNTY  
CITY OF MARSHALL

WHEREAS, the City of Marshall (the *City*) deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation (the *Certificates*) in the maximum principal amount of \$35,000,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with the planning, acquisition, design, and construction of (i) water and wastewater system repairs, upgrades, replacements and improvements of transmission lines, disinfection systems and pump stations (ii) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the United States Treasury Regulations, to reimburse itself for such payments at such time as it issues the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto as *Exhibit A* is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the City of Marshall, Texas" (the *Notice*), the form and substance of which is hereby adopted and approved. The facilities and improvements to be financed with proceeds from the Certificates are to be used for the purposes described in the Notice.

Section 2. The City Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City of Marshall, once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five days prior to June 25, 2026, which is the date set for the adoption of the ordinance authorizing the issuance of the Certificates. Additionally, such Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. All costs to be reimbursed pursuant to this Resolution will be capital expenditures and the Certificates shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates will not be issued on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall become effective immediately upon adoption.

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR THE CITY OF MARSHALL, TEXAS

The City Council of the City of Marshall, Texas, shall convene a meeting at 6:00 P.M. on June 25, 2026, at City Hall, 401 S Alamo Boulevard, City Council Chambers, Marshall, TX 75670 and during such meeting, the City Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the aggregate principal amount not to exceed \$35,000,000, for paying all or a portion of the City's contractual obligations to be incurred in connection with the planning, acquisition, design, and construction of (i) water and wastewater system repairs, upgrades, replacements and improvements of transmission lines, disinfection systems and pump stations (ii) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to follow Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$14,211,000. The current combined principal and interest on all outstanding debt obligations of the City, paid on time and in full, is \$20,888,390. The maximum principal amount of the certificates to be authorized is \$35,000,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$68,582,194. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2056. The above information excludes \$12,617,000 in principal amount of outstanding obligations the City has designated as self-supporting being the City's Certificates of Obligation, Series 2017, 2023, 2023A, 2025 and General Obligation Refunding Bonds, Series 2019. Information regarding these items may be obtained during business hours from the City Manager, 401 S Alamo Boulevard, Marshall, TX 75670, Phone: 903-935-4421, [www.marshalltexas.net](http://www.marshalltexas.net).

**CITY OF MARSHALL**  
(Harrison County, Texas)

**Combination Tax and Revenue Certificates of Obligation, Series 2026**

**Proposed Schedule of Events**

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Proposed Date

Action

<b>April 9, 2026</b>	<b>City Council Workshop to Discuss Debt Issuance (4:15 PM)</b>
<b>April 23, 2026</b>	<b>City Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)</b>
April 29, 2026	Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale)
May 6, 2026	Second publication of Notice of Intent to Issue CO's.
May 7, 2026	Post Notice of Intent to issue CO's on City's website (at least 45 days prior to sale)
May 14, 2026	Hilltop sends "Request for Information" for completion of Preliminary Official Statement ("POS").
May 21, 2026	Determine Underwriting Team for negotiated sale.
May 27, 2026	City returns information necessary for preparation of POS to Hilltop.
June 1, 2026	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to S&P Global (S&P) and Bond Insurance Companies.
June 8, 2026	Comments on initial draft of POS due to Hilltop.
June 9, 2026	Hilltop sends second draft of POS to parties for review and comment
June 10, 2026	Conference Call with S&P (Exact Date & Time TBA)
June 16, 2026	Comments on second draft of POS due to Hilltop.
June 18, 2026	Hilltop submits POS for electronic distribution via MuniPlatform.com.
June 22, 2026	Receive rating.
June 23, 2026	Receive premium quotes from bond insurance companies.
June 24, 2026	Underwriters pre-market bonds.
<b>June 25, 2026</b>	<b>Pricing (approx. 9:00 am). City Council considers Ordinance Authorizing Issuance of Certificates (6:00 pm Regular Meeting)</b>
June 26, 2026	Draft of Final Official Statement distributed for review.
June 30, 2026	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
July 1, 2026	Final Official Statement posted to internet via MuniPlatform.com.
July 15, 2026	Hilltop to notify all parties of closing and delivery instructions.
July 21, 2026	Closing and Delivery.



TO: City Council  
DATE: April 23, 2026  
ITEM #: 9.A  
SUBJECT: Consider approval of a Grant Application for Waterline Replacement and Engineering Services. (Public Works)

**Recommendation for Action:** Motion to approve the Grant Application for Waterline Replacement and Engineering Services from Hayes Engineering.

**Executive Summary:**

House Bill 500 provides about \$1.03 billion in one-time funding to the Texas Water Development Board for water supply and infrastructure projects, distributed as 100% grants (no repayment or matching required) to eligible public entities such as cities and counties. Funding is available only through 2027, limited to water supply projects (excluding wastewater and flood control), and prioritizes lower-income communities and “shovel-ready” projects that align with regional water plans.

The City of Marshall intends to apply for these funds to support critical infrastructure improvements, including the replacement of approximately 100,000 linear feet of small-diameter water mains (budgeted at \$10 million) and the looping of dead-end mains (budgeted at \$1.75 million), both of which address system reliability and regulatory compliance needs.

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

**Budget Cost:** Up to \$15M in Grant Opportunities

**Staff Contact:** Stan Hayes, City Engineer of Record

**Attachments:** 1. TWDB Water Supply and Infrastructure Grants

**CIP WATER MAIN  
REPLACEMENTS**

**TWDB**

**WATER SUPPLY AND  
INFRASTRUCTURE GRANTS**

# City of Marshall

## Water CIP Program

- **Small Diameter Water Main Replacements**
  - Budget \$10 M Estimated 100,000 LF
  - 8,791 - 1" mains, 258,083 - 2" Mains, 109,022 - 4" Mains
  - Total = 375,896 LF
  - Estimated cost to replace = \$38 M
- **Looping of Dead End Mains**
  - Budget \$1.75 M
  - TCEQ Repeat Violation 30 TAC 290.46 (I) during May 13, 2025 Inspection.
  - 2018 Master Plan Identified 70 locations to install automatic flush hydrants. Some flush hydrants have been installed. Estimated Cost \$350,000.
  - 2018 Master Plan Identified 121 dead end lines that could be looped with line extension. Estimated Cost \$7.8M

# TWDB WATER SUPPLY AND INFRASTRUCTURE GRANT

- House Bill 500
  - \$1B for Water Supply and Infrastructure
  - Only Subdivisions of State Eligible (Cities, Counties, Utility Districts)
  - Targets Lower Income Communities
  - Give preference for “Shovel Ready” Projects.
  - Projects Must be Consistent with Regional Water Plans
  - March 31, TWDB will Present Updated WSIG Implementation Plan
  - Full Financial Application and Solicitation Period will be Established
- Tentative Schedule:
  - Applications Due July, 2026
  - Selection Process September, 2026
  - Contracts Executed January, 2027
  - Funds Available after Closings

# TWDB WATER SUPPLY AND INFRASTRUCTURE GRANT

## ➤ Relevant Frequently Asked Questions

- Will there be any matching funds or repayment required?  
No, this funding will be provided as 100% grant with no local match required.

- What types of additional supply projects are eligible?

Purchase Capacity, first-time service, purchase water rights, source water protection, storage tanks, water booster systems, new water wells?

Yes, these types of projects generally should be eligible depending on the exact details so long as the project is consistent with the State Water Plan

- Would distribution system improvements qualify for grant funding?  
Yes, so long as repairing the infrastructure addresses water loss or a project which is primarily to resolve a TCEQ violation or create additional water supplies.

Edit as of January 9, 2026, in bold red font.

Water Supply and Infrastructure Grants - Project Prioritization Criteria

**For Retail Water Providers:**

Applicants who provide less than 75% of water produced to wholesale customers.

**Annual Median Household Income (AMHI)**  
Statewide AMHI divided by Service Area's  
AMHI, and multiplied by 10.

**Points**  
(Statewide AMHI / Service Area  
AMHI) X 10

Source of Data: 2023 American Community Survey 5-Year Estimates  
\*If using a TWDB-approved socioeconomic survey, the AMHI will be inflation-adjusted.

**For Wholesale Water Providers:**

Applicants who provide 75% or more of the water produced to wholesale customers.

**Total Population (POP) Served**  
100,000 divided by the total POP served by  
Retail Water Providers that purchase  
wholesale from the applicant and population of  
the applicant's retail water service area,  
multiplied by 10.

**Points**  
(100,000 / POP) X 10

Source of Data: Texas Commission on Environmental Quality (TCEQ) [Drinking Water Viewer](#)

**Applicants with Population Served Less Than or Equal to 150,000:**

**Readiness to Proceed**  
Projects that are deemed ready to proceed  
with construction.

**Points**  
10

**Tiebreaker:**

Preference will be given to the community that has never or has the greater amount of time since it last received financial assistance from the TWDB.

### Region D Major Water Provider (MWP) Water Management Strategy (WMS) Summary

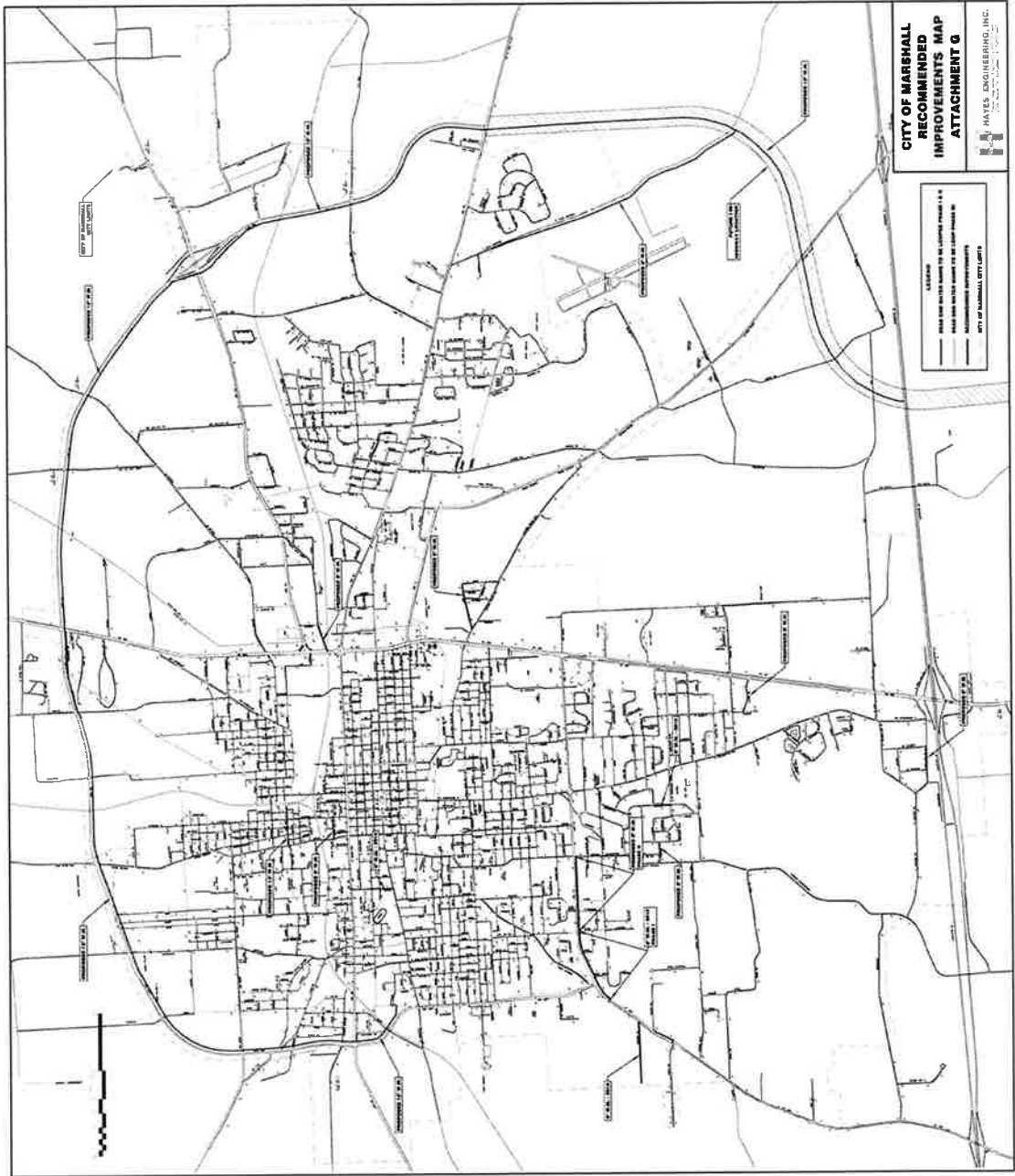
Data Description	Water Volumes (acre-feet per year)				
	2030	2040	2050	2070	2080
MWP Retail Customers	483	483	483	483	483

Data Description	Water Volumes (acre-feet per year)				
	2030	2040	2050	2070	2080
MWP Retail Customers	385	378	375	354	313
<b>WMS Related MWP Sponsored Projects</b>	Project Description				
Water Loss Reduction - Marshall	Distribution system water loss mitigation; Transmission water loss mitigation				

Mount Pleasant   No Recommended WMS Supply Related TO MWP					
Northeast Texas MWD   Upper Cypress Water Supply					
Data Description	Water Volumes (acre-feet per year)				
	2030	2040	2050	2070	2080
Transfers Related to Wholesale Customers	4,481	4,481	4,481	4,481	4,481

Paris   Pat Mayze New Water Pipeline (Irrigation Lamar)					
Data Description	Water Volumes (acre-feet per year)				
	2030	2040	2050	2070	2080
Transfers Related to Wholesale Customers	1,468	1,468	1,468	1,468	1,468

Point   No Recommended WMS Supply Related TO MWP					
Riverbend Water Resources District   Riverbend Strategy					
Data Description	Water Volumes (acre-feet per year)				
	2030	2040	2050	2070	2080
MWP Retail Customers	380	375	371	365	353
Transfers Related to Wholesale Customers	45,289	71,361	77,856	85,929	94,004
Total MWP Related WMS Supply	45,669	71,736	78,227	86,294	94,357
<b>WMS Related MWP Sponsored Projects</b>	Project Description				
Riverbend WMS Interim to Ultimate Storage Conversion	Raise conservation pool				





TO: City Council  
DATE: April 23, 2026  
ITEM #: 9.B  
SUBJECT: Consider approval of two work orders for the City Engineer of Record, Stan Hayes, to develop the project design and specifications for the Water Supply and Infrastructure Grants (WSIG).

**Recommendation for Action:** Motion to approve two work orders for the City Engineer of Record, Stan Hayes, to develop the project design and specifications for the Water Supply and Infrastructure Grants (WSIG).

**Executive Summary:**

House Bill 500 appropriates \$1.038 billion to the Texas Water Development Board (TWDB) as a one-time funding opportunity for water supply and infrastructure projects, with funds to be distributed by August 31, 2027. The funding is limited strictly to water supply and infrastructure projects, excluding wastewater and flood control.

The appropriation will be provided as 100% grants, not loans, since there is no legal authority to issue bonds, require repayment, or revolve funds and eligibility is limited to governmental entities (e.g., cities, counties). This represents a limited, non-recurring grant opportunity focused on public-sector water infrastructure projects, with strict legal constraints on how funds can be distributed and used.

In response, the City is initiating two major water infrastructure projects—one focused on critical transmission lines and one on system-wide water loss—under a formal engineering agreement, with both projects targeting grant funding and construction from 2027–2029.

1. The **East End–West End Water Main Replacement** project will replace approximately 17,500 linear feet of critical transmission mains connecting the water treatment plant to the elevated storage tank, addressing aging 1960s infrastructure. Engineering services total \$788,400, with design completion by June 2026 and construction anticipated from Spring 2027 through Summer 2029.

2. The **2027 Water Loss Main Replacements** project will replace approximately 90,000 linear feet of undersized, deteriorated, and high-leak water lines—some dating back to the early 1900s—to reduce water loss and address regulatory concerns. Engineering services total \$776,400 and follow the same schedule.

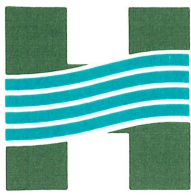
Together, these projects position the City to improve system reliability, reduce water loss, and compete for a significant, time-limited grant funding opportunity.

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

**Budget Cost:** \$1,564,800

**Staff Contact:** Stan Hayes, City Engineer of Record  
Melissa Vossmer, City Manager

- Attachments:**
1. WISG 2026 0423 April East End-West End Water Main Replacement Work Order
  2. WISG 2026 0423 April Water Loss Main Replacements Work Order
  3. WISG April 2026 0423 HAYES AGREEMENT FOR ENG SERVICES



# 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

## WORK ORDER FOR PROFESSIONAL SERVICES

### W.O. NO. MA-26-04-01

This will constitute authorization by the **City of Marshall, Texas** (Owner) for **Hayes Engineering, Inc.** (Engineer) to proceed with engineering services for the following described "Project":

#### **Marshall East End -West End Water Main Replacement**

The Project consists of constructing approximately 17,500 LF of water main replacements. The scope includes replacing the primary water distribution main from the Water Treatment Plant on East End Blvd to the primary elevated tank on Spring Street and associated RCCP water mains in the east End Blvd-West End Blvd project originally constructed in the 1960's.

We understand the scope of engineering services for the Project as follows:

#### REPORT PHASE:

- 1) Attend kick-off meeting with all team members to review all applicable documents and meet with Public Works Department staff to establish all existing relative information.
- 2) Review the as-built plans for the East End Blvd-West End Blvd water main records to identify water mains to be replaced. Prepare list of water mains to be replaced and location map to identify proposed mains.
- 3) Prepare opinion of probable cost for water main replacement.

Sub Total                   \$   10,000

#### PRELIMINARY DESIGN ENGINEERING PHASE:

- 4) Prepare preliminary plans in sufficient detail to convey scope and features of the proposed improvements for water main replacements. Review with staff.
- 5) Prepare preliminary engineering designs for utility replacements in sufficient detail to convey the proposed alignments, tie ins, and details of the proposed improvements. Review with staff.

Sub Total                   \$   255,000

#### FINAL DESIGN ENGINEERING PHASE:

- 6) Prepare finalized detailed construction drawings and specifications for water main replacements for the proposed improvements. Submit to staff for final review and approval.
- 7) Prepare finalized contract documents for water main replacements including advertisements, bid proposals, general and special conditions. Submit to staff for final review and approval.



Items 1 thru 9, and 17 will be completed within approximately one hundred twenty (120) days at an estimated cost of \$525,000 for engineering and \$30,000 for surveying services.

Item 10 will be completed within an additional sixty (60) days at an estimated cost of \$7,000.

Items 11 thru 15, and 16 will coincide with the construction contract, which is estimated to be seven hundred thirty (365) calendar days. The estimated cost associated with the construction phase would be \$60,000 for engineering services and \$166,400 for project representative services.

For performing the services described, the Engineer is to be paid \$10,000 for the report phase, \$522,000 for the preliminary and final design and bid phase, \$60,000 for the construction, and \$196,400 for other services for a total maximum not to exceed the amount of \$788,400.

APPROVED:  
CITY OF MARSHALL, TEXAS

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

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED:  
HAYES ENGINEERING, INC.

BY:  \_\_\_\_\_  
Stanley R. Hayes, P. E., Principal

ATTEST:  \_\_\_\_\_  
Austin Lightle, P.E., Corporate Secretary

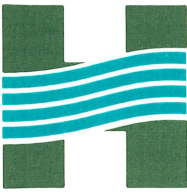
DATE: 04/14/2026

**ATTACHMENT**

**PROJECT SCHEDULE**

**CITY OF MARSHALL, TEXAS  
EAST END BLVD – WEST END BLVD WATER MAIN REPLACEMENT**

<u>TASK</u>	<u>TARGET DATES</u>
Completion of Design	June 30, 2026
Submit Application to TWDB for Water Supply And Infrastructure Grants	July, 2026
Grant Awards Announced by TWDB	October, 2026
TWDB Grant Closings	Spring 2027
Construction Start	Spring, 2027
Construction Complete	Summer, 2029



# 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

## WORK ORDER FOR PROFESSIONAL SERVICES

### W.O. NO. MA-26-04-02

This will constitute authorization by the **City of Marshall, Texas** (Owner) for **Hayes Engineering, Inc.** (Engineer) to proceed with engineering services for the following described "Project":

#### **Marshall 2027 Water Loss Main Replacements**

The Project consists of constructing approximately 90,000 LF of water main replacements. The scope includes replacing 50,000 LF of primarily 2" and smaller water mains in areas that are contributing to the City's high water loss due to age of the infrastructure, 10,000 LF of high maintenance water mains identified in the 2018 Water Master Plan also contributing to high water loss due to constant leaks and repairs, and 30,000 LF of dead end lines that need to be looped to resolve a longstanding TCEQ violations. The original water system is believed to have been installed in the early 1900's north and east of downtown.

We understand the scope of engineering services for the Project as follows:

#### REPORT PHASE:

- 1) Attend kick-off meeting with all team members to review all applicable documents and meet with Public Works Department staff to establish all existing relative information.
- 2) Review the City of Marshall Water Master Plan and operations water main repair records to prioritize water mains to be replaced. Prepare master list of water mains to be replaced and location map to identify proposed mains.
- 3) Review recommendations with Public Works staff.

Sub Total                   \$   10,000

#### PRELIMINARY DESIGN ENGINEERING PHASE:

- 4) Prepare preliminary plans in sufficient detail to convey scope and features of the proposed improvements for water main replacements. Review with staff.
- 5) Prepare preliminary engineering designs for utility replacements in sufficient detail to convey the proposed alignments, tie ins, and details of the proposed improvements. Review with staff.

Sub Total                   \$   250,000

#### FINAL DESIGN ENGINEERING PHASE:

- 6) Prepare finalized detailed construction drawings and specifications for water main replacements for the proposed improvements. Submit to staff for final review and approval.
- 7) Prepare finalized contract documents for water main replacements including advertisements, bid proposals, general and special conditions. Submit to staff for final review and approval.



Items 1 thru 9, and 17 will be completed within approximately one hundred twenty (120) days at an estimated cost of \$520,000 for engineering and \$10,000 for surveying services.

Item 10 will be completed within an additional sixty (60) days at an estimated cost of \$5,000.

Items 11 thru 15, and 16 will coincide with the construction contract, which is estimated to be three hundred sixty-five (365) calendar days. The estimated cost associated with the construction phase would be \$75,000 for engineering services and \$166,400 for project representative services.

For performing the services described, the Engineer is to be paid \$10,000 for the report phase, \$515,000 for the preliminary and final design and bid phase, \$75,000 for the construction, and \$176,400 for other services for a total maximum not to exceed the amount of \$776,400.

APPROVED:  
CITY OF MARSHALL, TEXAS

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

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED:  
HAYES ENGINEERING, INC.

BY:  \_\_\_\_\_  
Stanley R. Hayes, P. E., Principal

ATTEST:  \_\_\_\_\_  
Austin Lightle, P.E., Corporate Secretary

DATE: 04/14/2026

**ATTACHMENT**

**PROJECT SCHEDULE**

**CITY OF MARSHALL, TEXAS  
2027 WATER LOSS MAIN REPLACEMENTS**

<u>TASK</u>	<u>TARGET DATES</u>
Completion of Design	June 30, 2026
Submit Application to TWDB for Water Supply And Infrastructure Grants	July, 2026
Grant Awards Announced by TWDB	October, 2026
TWDB Grant Closings	Spring 2027
Construction Start	Spring, 2027
Construction Complete	Summer, 2029

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made, entered into and executed this the 23 day of **April, 2026**, by and between the **City of Marshall, Texas**, hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and **Hayes Engineering, Inc.**, hereinafter called the "Engineer", acting herein, by and through one of its officers, who is duly authorized by the Engineer, for engineering services for **City of Marshall – Water Main Replacements**. Such improvements are hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### SECTION I - EMPLOYMENT OF ENGINEER

In the event of the employment by Owner of the Engineer and the Engineer's agreement to perform services in connection with any of the construction work and related improvements anticipated herein, the Owner agrees to pay to the Engineer compensation as hereinafter provided. The parties acknowledge that Owner is under no obligation to Engineer to offer such employment but is free to employ any other engineer for the performance of the anticipated project work irrespective of whether this contract has been terminated in accordance with Section XI. The Engineer will be compensated for any and all preliminary work performed to develop the project in accordance with the schedule of fees or hourly rates contained in the appropriate work order in accordance with Section II.

### SECTION II - WORK ORDERS

The total of all work to be performed under this Agreement shall be divided by the Owner and shall be authorized by the Owner in writing to the Engineer in the form of Work Orders. Such Work Orders shall be serially numbered and dated, shall set forth in reasonable detail the scope and limitation of the engineering services desired by the Owner thereunder, and shall show the fee basis, approximate total amount of engineering fee, and approximate date of completion of the services authorized. Where applicable, Work Orders shall show the estimated cost of the construction work for which engineering services are being authorized.

The Engineer shall acknowledge receipt and acceptance of each Work Order in writing or reject same, stating the reason therefore. No commitment shall have been made by the Owner, and the Engineer is under no obligation to commence the work, until such a Work Order had been made by the Owner and accepted by the Engineer, both in writing.

### SECTION III - CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the following professional services necessary for the development of the Project.

#### A. Preliminary Phase:

1. Attend preliminary conferences with the Owner regarding the Project;
2. Prepare a preliminary engineering study, and report if applicable, on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations.

3. Furnish the Owner three (3) hard copies and one (1) digital copy of the preliminary report, if applicable.
- B. Design Phase:
1. Establish the scope of any soil and foundation investigations or any special surveys and tests which may be required for design, and arrange for such work to be performed;
  2. Furnish to the Owner, where applicable, the engineering data necessary for applications for routine permits required by local, State, and Federal authorities (as distinguished from detailed applications and supporting documents for government grants, planning advances, or permits);
  3. Prepare detailed contract drawings and specifications for construction authorized by the Owner;
  4. Prepare detailed cost estimates and bidders' proposal forms for authorized construction;
  5. Furnish the Owner one (1) digital copy and three (3) sets of hard copies of plans, specifications, notice to bidders, and bidders' proposals.

#### SECTION IV - PERIOD OF SERVICE

The services called for in Section III-A (Preliminary Phase) of this Agreement shall be completed and the report, if applicable, submitted within the earliest reasonable period following the receipt by the Engineer of notice to proceed.

After receipt from the Owner of acceptance of the Preliminary Phase services, indicating any specific modification or changes in scope desired by the Owner, and upon authorization from the Owner, the Engineer will proceed with the performance of the services called for in Section III-B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for all authorized design on the Project.

This Agreement shall remain in force for a period which may reasonably be required for design of the Project, including extra work and any required extensions thereto.

The final acceptance by the Texas Water Development Board of the design of the Project shall serve as evidence of completion, on the part of the Engineer, of all design services of the Project.

#### SECTION V - COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and to be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer for use in designing and constructing the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

#### SECTION VI - BASIS OF COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive, the fees hereinafter set forth in the attached Work Order MA-26-04 for the Preliminary, Design, and Construction Phases of the work.

Payment for direct non-labor and subcontract expenses shall be reimbursed at invoice cost plus a ten percent (10%) service charge.

A. Additional Services and Charges:

Additional services to be performed by the Engineer, if authorized by the Owner, which are not included in the above described Preliminary and Design Phases, and their basis of charges are described as follows:

1. Additional Services

- a. Field surveys for preliminary and design, and other field investigations;
- b. Field layouts, and services of resident Project Representative during construction;
- c. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner;
- d. Making necessary land surveys, establishing boundaries, monuments, and preparing deed, right-of-way, and easement descriptions;
- e. Preparation of applications and supporting documents for Federal aid programs and State assistance and permits;
- f. Preparation of any required environmental impact assessments or statements.

2. Basis of Charges

An agreed lump sum, with reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a ten percent (10%) service charge;

B. Interest on Delayed Payments:

Any payments, not in dispute, not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of five percent (5%) per annum, beginning thirty (30) days from the date of the statement.

C. Services Not Included:

The Engineer's services will not include the sampling and testing of materials, such as soils, concrete, reinforcing steel, etc., as this is a service rendered by commercial testing laboratories; however, the Engineer will recommend the type and number of such tests to the Owner and recommend testing agencies to perform this function. The Engineer will assist in planning and inspection soil borings, foundation investigations, and samples and tests as may be required, in arranging for such services to be performed on behalf of the Owner, and in interpreting the results.

## SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement:

- A. The employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, gender identity, or national origin. The Employer will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual identity, gender identity, or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Employer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- B. The employee will, in all solicitations or advertisements for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identity, gender identity, or national origin.

#### SECTION VIII - REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, etc., the Engineer shall be compensated for such extra services and expense, which services and expense are not to be considered as covered by the services and charges described in Sections III and IV above. Compensation for such extra services shall be as per the agreed "Schedule of Fees" plus reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a ten percent (10%) service charge.

#### SECTION IX - OWNERSHIP OF DOCUMENTS

All documents, estimates, specifications, field notes, and data are the property of the Owner. Engineer may retain copies thereof for his use. Engineer may retain original drawings upon providing Owner with reproducible copies that shall become the property of Owner who may use them for any purpose Owner may choose. The Engineer is held harmless for any reproduction or use of the plans for other than their intended purpose.

#### SECTION X - LIMITATION OF LIABILITY

The Owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and Subcontractors on the project, due to the Design Professional's professional negligent acts, errors or omissions such that the total aggregate liability of Hayes Engineering, Inc. to all those named shall not exceed \$500,000 or the amount of the Design Professional's fee, whichever is greater.

#### SECTION XI - OWNERS RIGHT TO AUDIT

For all Work Orders issued to the Engineer, subsequent to this Agreement, which amount to \$2,500.00 or more, for work to be performed on Projects in which funds are acquired by the Owner from a State agency for Project construction, the Engineer hereby authorizes and agrees that the Owner, the State grantor agency, the Comptroller of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

#### SECTION XII - TERMINATION

The Owner may terminate this Agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services performed under

agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed fee for which the reasonable value (quantum) of the services actually performed under this Agreement bear to the reasonable value of the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

THE OWNER AND THE ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the above named Engineer and has been executed on behalf of the Owner in two (2) counterparts each of equal force, on the day and year first above written.

OWNER:

ENGINEER:

CITY OF MARSHALL, TEXAS

HAYES ENGINEERING, INC.

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

By:  \_\_\_\_\_  
Stanley R. Hayes, P.E.  
Principal

ATTEST:

ATTEST:

\_\_\_\_\_

 \_\_\_\_\_  
Austin Lightle, P.E.,  
Corporate Secretary

Address for giving notices:

Address for giving notices:

P.O. Box 698  
Marshall, TX 75671

2126 Alpine Road  
Longview, TX 75601



TO: City Council  
DATE: April 23, 2026  
ITEM #: 9.C  
SUBJECT: Consideration and Award of Contract for ERP Software. (Council IT Committee / Support Services / Mike Searight, Consultant)

**Recommendation for Action:**

**Executive Summary:** Staff has made a final selection of the ERP software with OpenGov. We have negotiated the contract and are now ready to have that approved.

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

**Budget Cost:**

\$ 79,002.07	year 1
\$ 234,365.00	Professional Services
\$ 28,696.00	Procurement Implementation
\$ 342,063.07	sub total
\$ 51,309.46	15% Contingency
\$ 393,372.53	not to exceed amount

**Staff Contact:** Randy Pritchard

**Attachments:** 1. OpenGov Project Documentation - City of Marshall, TX

# OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

## 1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

## 2. Software Services and Professional Services

- 2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels which is attached as an exhibit and incorporated into this Agreement by reference. Both Parties acknowledge that the Support and Software Service Levels in Exhibit A represent the support levels at the time of signature and is subject to future modification; such modification cannot degrade OpenGov's current support levels.
- 2.2. Professional Services.
  - 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
  - 2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

### **3. Restrictions and Responsibilities**

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of

Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, which is attached as an exhibit and incorporated into this Agreement by reference. Both Parties acknowledge that the Data Processing Addendum in Exhibit B represents OpenGov's data protection terms as of the Effective Date and may be updated from time to time to reflect regulatory or legal requirements.

#### **4. Intellectual Property Rights; License Grants; Access to Customer Data**

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term or termination of the Agreement, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry.
- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

## 5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is (1) clearly marked as "Confidential" or an equivalent designation or (2) that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. Customer Data is not OpenGov Confidential Information. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.
- 5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party

is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

## **6. Information Security; Breach Notification**

- 6.1. Security Standards. OpenGov shall implement and maintain a comprehensive written information security program that complies, at a minimum, with the then-current versions of: (a) NIST SP 800-53; (b) NIST SP 800-171; and (c) applicable industry-standard frameworks. Such program shall include administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data.
- 6.2. Data Protection Obligations. OpenGov shall:
  - (a) protect Customer Data against unauthorized access, acquisition, use, disclosure, or loss to the extent within OpenGov's control;
  - (b) encrypt Customer Data in transit and at rest using industry-standard encryption;
  - (c) maintain appropriate access controls, logging, monitoring, and vulnerability management practices; and
  - (d) ensure that its personnel and subcontractors are subject to appropriate confidentiality and security obligations consistent with this Agreement.
- 6.3. Security Incident and Breach Notification. OpenGov shall notify Customer in writing within seventy-two (72) hours of discovery of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Customer Data (a "Security Incident"). Such notice shall include, to the extent known at the time: (i) the nature and scope of the incident; (ii) the types of data affected; (iii) the date and time of occurrence and discovery; (iv) actions taken or planned to investigate, mitigate, and remediate the incident; and (v) contact information for a responsible OpenGov representative.
- 6.4. Incident Response and Cooperation. OpenGov shall promptly investigate any Security Incident, take all necessary remedial actions at its own expense, and cooperate fully with Customer in responding to and mitigating the incident, including providing updates, documentation, and access to relevant records. OpenGov shall coordinate with Customer on notifications to third parties (including affected individuals, regulators, or media) and shall provide advance notice to Customer where legally permissible prior to making any such notifications..
- 6.5. Costs and Responsibility. OpenGov shall be responsible for all costs associated with any Security Incident to the extent caused by its acts or omissions and within OpenGov's control, including costs of investigation, remediation, notification, credit monitoring (if applicable), and regulatory compliance, but excluding costs arising from Customer-managed access, configurations, or systems not controlled by OpenGov.

## **7. Term and Termination**

- 7.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this

Agreement (“Term”), unless earlier terminated pursuant to this Section 7.

- 7.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one year (“Renewal Term”), this Agreement shall terminate at the end of the applicable initial term or Renewal Term.
- 7.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 7.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days’ prior written notice, provided it is after the first full year of the Agreement. Upon such termination, Customer shall be responsible only for fees incurred for services provided through the effective date of termination. Termination for non-appropriation shall not be deemed a breach of this Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 7.5. Termination for Convenience. Either party may terminate this Agreement for convenience by providing a 90-day written notice to the other party. The fees for the then-current annual term are non-cancellable and non-refundable. Such termination shall be effective at the end of the then-current annual term.
- 7.6. Effect of Termination. Upon termination of this Agreement pursuant to Section 7: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party’s Confidential Information.

## **8. Payment of Fees**

- 8.1. Fees; Invoicing; Payment; Expenses.
  - 8.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 9.1.2 and 9.1.3.
  - 8.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in writing in the applicable renewal Order Form.
  - 8.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices

within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

- 8.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 7.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency. Disputed invoices, or portions thereof, shall not constitute non-payment; provided that Customer shall timely pay all undisputed amounts.
- 8.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

## **9. Representations and Warranties; Disclaimer**

- 9.1. By OpenGov.
  - 9.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
  - 9.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.
  - 9.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of

Customer discovering the defect to receive such warranty remedies.

- 9.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.
- 9.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 9, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **10. Limitation of Liability**

- 10.1. By Type. EXCEPT AS EXPRESSLY SET FORTH BELOW, NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 10.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED TWO (2) TIMES THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 10.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 10.1 and 10.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) intentional breach of obligations under Section 5; (d) breach of obligations under Section 3.1; and (e) payment obligations under this Agreement.
- 10.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

## **11. Miscellaneous**

- 11.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing

materials, subject to Customer's trademark usage guidelines provided to OpenGov.

- 11.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107. Customer's addresses for notice are: citymanager@marshalltexas.net with a mailed copy to City of Marshall, Texas, Attn: City Manager, 401 S. Alamo Blvd., Marshall, Texas 75672.
- 11.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 11.4. Texas Public Information Act. OpenGov acknowledges that Customer is subject to the Texas Public Information Act ("TPIA") and agrees that this Agreement and all records, information, and data (including Customer Data) related to this Agreement may be subject to public disclosure under the TPIA. Customer's determination as to whether records must be disclosed shall control, subject to OpenGov's right to assert any applicable exceptions under law.
  - 11.4.1. OpenGov shall cooperate with Customer in responding to any request for information under the TPIA, including by promptly providing Customer Data in OpenGov's possession or control that is not otherwise accessible to Customer through the Services, in a form reasonably requested by Customer. OpenGov shall clearly identify, at the time of submission to Customer, any information it contends is confidential, proprietary, or excepted from disclosure under applicable law and, upon reasonable request, shall provide the legal basis for such designation.
  - 11.4.2. OpenGov shall be responsible for asserting any applicable exceptions to disclosure in accordance with applicable law. Nothing herein requires OpenGov to submit arguments to the Office of the Attorney General in all instances. OpenGov shall bear its own reasonable costs associated with asserting such exceptions.
  - 11.4.3. Customer shall use reasonable efforts to notify OpenGov of a request that may require disclosure of OpenGov information, to the extent permitted by applicable law, and provide a reasonable opportunity for OpenGov to assert any applicable exceptions. OpenGov shall not take any action that would cause Customer to violate its obligations under the TPIA.
- 11.5. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either

actual damages or that damages would be an inadequate remedy.

- 11.6. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 8.1.1.
- 11.7. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 11.8. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 8 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 9.3 (Warranty Disclaimer), Section 10 (Limitation of Liability), and Section 11 (Miscellaneous).
- 11.9. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 11.10. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 11.11. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 11.12. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modifications to this Agreement, including any exhibits attached hereto, must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

**Customer:** City of Marshall, TX

**OpenGov, Inc.**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A

## Support and Software Service Levels

This Support and Software Services Levels Exhibit (“Support Exhibit”) applies to OpenGov’s Master Services Agreement or End User License Agreement (each the “Agreement”). Capitalized terms not defined herein have the meaning indicated in the Agreement. To access support and receive important notifications about changes to the Software Services, Customers must opt in to OpenGov’s support portal (the “OpenGov Help Center”).

### 1. Support for OpenGov Software Services

Table 1: Standard and Premium Support Offerings

Offering	Standard	Premium
Unlimited Number of Support Cases per Year	✓	✓
Unlimited Access to OpenGov Help Center	✓	✓
Unlimited Access to OpenGov Status Page	✓	✓
Unlimited Access to OpenGov University	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Increased Response Times	-	✓*

\* See Table 2 for increased response times for premium support, which includes 24/7/365 support for Urgent severity cases.

Table 2: Severity Levels and First Response Times

Severity Level*	Severity Definition	First Response Time	
		Standard	Premium
Urgent	Complete loss of Software Services with no workaround, blocking the Customer's business operations.	One (1) Business Hour	One (1) Calendar Hour
High	Severe defect or configuration issue with no workaround, causing significant disruption to the Customer's business operations.	One (1) Business Day	Two (2) Business Hours
Normal	Partial reduction in Software Services with a workaround available, resulting in low-to-medium impact on the Customer's operations.	Four (4) Business Days	Eight (8) Business Hours
Low	Routine support requests for minor issues with negligible to low impact on the Customer's business operations.	Eight (8) Business Days	Two (2) Business Days

\* OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

### 2. OpenGov Uptime Percentage

- 2.1. OpenGov’s Quarterly Uptime Percentage is 99.9% for the Software Services (excluding any OpenGov software not hosted by OpenGov).

- 2.2. Unavailability is defined as any 1-minute period where all connection requests to the Software Services fail ("Failed Connection"). A Failed Connection is counted only once per 1-minute period and not across overlapping periods (e.g., 12:00:00–12:00:59 and 12:00:30–12:01:29). OpenGov measures uptime using industry-standard monitoring tools.
- 2.3. "Quarterly Uptime Percentage" is calculated by subtracting from 100 the percentage of 1-minute periods during any quarterly billing cycle that the Software Services are Unavailable out of the total number of minutes in that quarterly billing cycle.
- 2.4. Process. Customers shall notify OpenGov of any Unavailability via the OpenGov Help Center within 30 days of the Unavailability event.

**3. Exclusions.** This Support Exhibit does not apply to any:

- 3.1. Features designated Beta;
- 3.2. Issues or configuration changes caused by third party software or services;
- 3.3. Scheduled maintenance communicated at least 24 hours in advance via the OpenGov Help Center;
- 3.4. Support for issues related to the operation of the Software Services due to Customer's firewall or hardware (e.g. personal computers or browser issues) and loading required add-on programs;
- 3.5. Unforeseen high user request volume from the Customer;
- 3.6. On-site support; and
- 3.7. Errors resulting from:
  - 3.7.1. Abuses or behaviors violating the Agreement;
  - 3.7.2. Customer's unauthorized actions, inaction, or those of Customer's employees, agents, contractors, or vendors, or unauthorized access through Customer's passwords or equipment due to inadequate security practices;
  - 3.7.3. Failure to adhere to required configurations, use supported platforms, follow acceptable use policies, or misuse the Software Services beyond its intended functionality or OpenGov's published guidance.

# Exhibit B

## Data Processing Addendum

This Data Processing Addendum (“DPA”) is incorporated by reference into and supplements the Master Services Agreement (“MSA”) or the End User License Agreement (“EULA”), as applicable, by and between OpenGov and the Customer. This DPA applies to the extent OpenGov processes Personal Data on behalf of Customer in connection with the Software Services and/or Professional Services provided by OpenGov. Capitalized terms used but not defined in this DPA have the meanings given in the Agreement.

### 1. Definitions.

- 1.1. “Controller” means the party that determines the purpose and means of processing Personal Data, or as otherwise defined in the applicable law or regulation (including a “Business” as such term is defined under any applicable Data Privacy Law).
- 1.2. “Data Privacy Laws” means any applicable laws, or regulations concerning privacy or data protection in the USA, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, the “CCPA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Colorado Privacy Act (“CPA”), and any equivalent or successor laws.
- 1.3. “Data Subject” means a natural person whose Personal Data is Processed.
- 1.4. “Personal Data” means Customer Data that: (a) relates to, describes, identifies, or can reasonably be associated with or linked, directly or indirectly, to an identified or identifiable natural person or household including, without limitation, “personal information,” “personally identifiable information,” “sensitive personal information,” or similar terms as defined under applicable Data Privacy Laws; and (b) is Processed by OpenGov, or its agents or subcontractors, for the purposes of providing the Professional Services and/or Software Services. Notwithstanding the foregoing, Personal Data shall not include any Personal Data provided by Customer (including any such data transmitted through the Software Services) to OpenGov in a manner that makes such data public.
- 1.5. “Personal Data Breach” means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 1.6. “Process” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means. “Processing,” “Processes,” and “Processed” shall be interpreted accordingly.
- 1.7. “Processor” means the entity which Processes Personal Data on behalf of the Controller, or as otherwise defined in the applicable law or regulation (including a “Service Provider”, as such term is defined under any applicable Data Privacy Law).
- 1.8. “Sub-processor” means an entity appointed by OpenGov to Process Personal Data on its behalf.

2. **Purpose.** This DPA governs the Processing of Personal Data under the Agreement and is entered into by the parties to ensure compliance with the Data Privacy Laws, where applicable.

3. **Roles.** For the avoidance of doubt, OpenGov shall be the Processor and the Customer shall be the Controller or Processor, as applicable.

### 4. Processing of Personal Data.

- 4.1. Customer’s Processing of Personal Data. Customer, whether acting as Controller or Processor, shall Process Personal Data through the Software Services and/or Professional Services in compliance with all applicable Data Privacy Laws, including any notice obligations regarding OpenGov as Processor. Customer is solely responsible for the accuracy, quality, and lawfulness of the Personal Data and its collection, and warrants that

its use of the Services does not infringe on any Data Subject's rights.

- 4.2. OpenGov's Processing of Personal Data. OpenGov, as the Processor, shall only Process Personal Data as permitted by the Agreement and in compliance with all applicable Data Privacy Laws. OpenGov shall maintain the confidentiality of all Personal Data provided or made available by the Controller and shall not disclose the Personal Data except as necessary to perform its obligations under the Agreement, to comply with applicable laws, or as expressly permitted in writing by the Controller. The Processor shall ensure that all persons authorized to process the Personal Data are subject to a duty of confidentiality under applicable laws or the Agreement.
5. **Data Processing Restrictions.** Customer shall not transmit to OpenGov or otherwise cause OpenGov to Process any data outside the scope of Personal Data, including but not limited to protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), biometric information, criminal justice information, or payment card data governed by the Payment Card Industry Data Security Standard (PCI DSS). OpenGov shall have no obligation or liability arising from any such unauthorized data.
6. **Sub-Processors.** OpenGov may engage Sub-processors that Process Personal Data. OpenGov will enter into a written agreement with each Sub-processor imposing data protection obligations to ensure an adequate level of protection for Personal Data, consistent with applicable Data Privacy Laws and no less protective than OpenGov's obligations under this DPA.
7. **Security Measures.** OpenGov will use commercially reasonable security measures to protect Personal Data and ensure the confidentiality, integrity, and availability of OpenGov's systems. These measures include industry-standard encryption, access controls, network monitoring, regular audits, and employee security training. OpenGov reviews and updates its security practices to address emerging threats.
8. **Breach Notification.** In the event of a Personal Data Breach, OpenGov shall notify Customer in the most expedient time possible and without unreasonable delay. Such notice shall include, to the extent known at the time of notification: (a) the general nature of the incident, including the date; (b) the categories of affected individuals and records; (c) the likely consequences of the breach; and (d) the measures taken or proposed to address and mitigate its adverse effects. OpenGov shall provide regular updates regarding any material developments and shall reasonably cooperate with Customer to ensure compliance with applicable Data Privacy Laws.
9. **Processing Obligations.** With respect to the processing of Personal Data by OpenGov on behalf of Customer, OpenGov agrees to the following:
  - 9.1. To the extent that a Data Privacy Law applies to OpenGov, OpenGov shall comply with such Data Privacy Law in the processing of Personal Data;
  - 9.2. OpenGov shall adhere to Customer's instructions regarding the Processing of Personal Data, and shall not use or disclose it for any purpose other than as provided in the Agreement;
  - 9.3. OpenGov will not sell or otherwise make Personal Data available to any third party for monetary or other valuable consideration;
  - 9.4. OpenGov will not share Personal Data with any third party for cross-context behavioral advertising;
  - 9.5. Customer will have sole responsibility in responding to rights asserted by an individual in relation to Personal Data under applicable Data Privacy Laws, and OpenGov shall, to the extent reasonably possible, assist Customer in responding to a Data Subject's request under applicable Data Privacy Laws; and
  - 9.6. Upon written request, and no more than once per year, OpenGov shall provide Customer's designee with a copy of OpenGov's SOC-2 report to demonstrate compliance with Data Privacy Laws, subject to confidentiality obligations.

10. **Survival.** The obligations of this DPA shall survive so long as OpenGov retains any Personal Data.
11. **Legal Effect.** Except as expressly amended or modified by this DPA, all other terms of the Agreement shall remain unchanged and in full force and effect.
12. **Conflict.** In the event of any conflict between the main body of the Agreement and this DPA, this DPA will control.



# Statement of Work

City of Marshall, TX

Creation Date: 4/8/2026  
SoW Expiration Date: 5/2/2026  
Document Number: PS-10901.7  
Created by: A.C. Long

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# OpenGov Statement of Work

This Statement of Work ("SOW") is reflective of OpenGov's best practices and baseline estimation for Professional Services. Following down-selection, OpenGov and the City of Marshall, TX ("Customer") will review this SOW and determine whether adjustments to deliverables are required to best meet the Customer's needs. The final SOW will identify services that OpenGov will perform for the Customer pursuant to the order for OpenGov Professional Services. The final SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. Any services or support not detailed below will be considered out of scope.

## **1. Project Scope and Understanding**

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Marshall, TX ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

## **2. Exhibits**

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
  - 2.1.1. Procurement & Contract Management
  - 2.1.2. Financial Management
  - 2.1.3. Budgeting & Performance
  - 2.1.4. Payroll
  - 2.1.5. Utility Billing
  - 2.1.6. Procurement & Contract Management
- 2.2. Exhibit 2: Technical Requirements
  - 2.2.1. Procurement & Contract Management
  - 2.2.2. Financial Management
  - 2.2.3. Budgeting & Performance

## **3. OpenGov Responsibilities**

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and

Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

#### **4. Customer Responsibilities**

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

#### **5. Project Delivery**

OpenGov will perform services under this SOW remotely and provide up to eight (8) onsite trips of 2-3 days each, including 1-2 OpenGov resources each for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed \$34,400. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

#### **6. Estimated Schedule**

The estimated duration of this work is twelve (12) months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two

(2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

## **7. Acceptance Procedure**

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

## **8. Modifications**

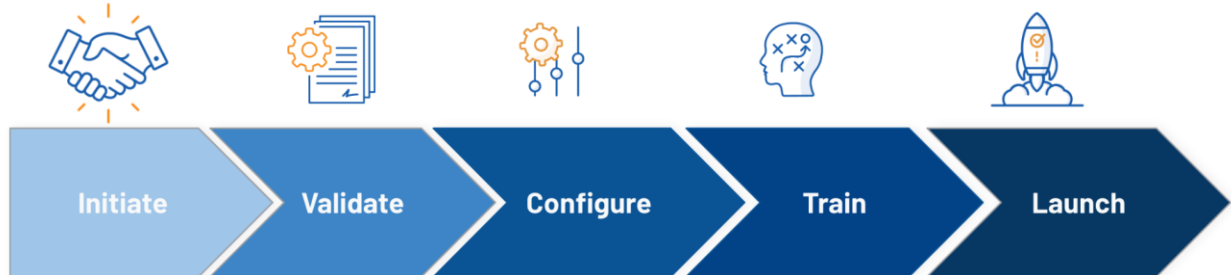
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

## **9. Communication and Escalation Procedure**

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

# Exhibit 1: Implementation Activities

## OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

# Financial Management

Use Cases Build for Financials Solutions

- General Ledger
- Accounts Payable
- Requisitions
- Cash Receipts
- Bank Reconciliation
- Accounts Receivable
- Purchase Cards
- Fixed Assets

## Initiate

### Provision Financials Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Validation Workshops

OpenGov will:

- Conduct up to fourteen (14) hours of workshops to validate deliverables for the following:
  - Chart of Accounts
  - General Ledger
  - Accounts Payable
  - Requisitions
  - Accounts Receivable
  - Cash Receipts
  - Purchase Cards
  - Fixed Assets

- Bank Reconciliation

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on the project plan.

## Chart of Accounts

OpenGov will:

- Build Customer's Chart of Accounts in OpenGov in accordance with OpenGov technical requirements.
- Build the Chart of Accounts in Excel format.
- Provide up to twelve (12) hours of working sessions for Chart of Accounts.
- Review the Chart of Accounts with the customer.
- Gather sign off from the Customer on the Chart of Accounts in Excel.
- Load the Chart of Accounts into OpenGov.
- Gather sign off from the Customer on the uploaded Chart of Accounts in OpenGov.

Customer will:

- Provide current Chart of Accounts and transactional data in CSV or Excel format.
- Attend all Chart of Accounts working sessions.
- Review and complete Chart of Account mappings.
- Validate and provide sign off on the Chart of Accounts in excel.
- Validate and provide sign off on the Chart of Accounts once it is uploaded to OpenGov.
- Maintain the Chart of Accounts in OpenGov following signoff.

OpenGov assumptions:

- Customer's Chart of Accounts must comply with the OpenGov software. Once the Chart of Accounts is agreed upon, signed-off, and loaded, Customer retains ownership to future changes, updates, or addition of new codes.
- OpenGov will load the signed off Chart of Accounts into the Financials Suite one (1) time.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been imported.

## **Configure**

### Integrations

OpenGov will:

- Set up an export from OpenGov Financials Fixed Assets and import to Enterprise Asset Management Fleet domain.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Validate that the integrations are operating as expected.

OpenGov assumptions:

- There will not be any customizations to the integrations and/or any export/import functionality.

#### Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

## Imports

#### OpenGov will:

- Provide the OpenGov journal entry template to import data to the General Ledger from the following systems:
  - NeoGov
- Provide training on how to import journal entries to the General Ledger.

#### Customer will:

- Transform all files to meet OpenGov specifications.

#### OpenGov Assumptions:

- No automations or customizations have been included in the scope of these imports.

#### Completion Criteria

- Import template training has been conducted.

## General Ledger

#### OpenGov will:

- Configure General Ledger settings.
- Provide up to five (5) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### Customer will:

- Provide all current imported Journal Entries.
- Provide account access details.
- Validate data.
- Validate reports.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

#### OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that the General Ledger has been configured.

## Accounts Payable

#### OpenGov will:

- Configure Accounts Payable settings.

- Configure Consolidated Cash
- Import Vendors
- Provide up to eight (8) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Provide a bank account listing
- Provide a Vendor listing
- Define user access levels and approval workflows
- Provide examples of recent invoices
- Provide a voided check copy
- Provide MICR, ACH, and positive pay specifications from bank name
- Test checks, ACH file, and positive pay file with bank name for accuracy
- Validate data
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Payable has been configured.

## Requisitions

OpenGov will:

- Configure Requisition settings.
- Provide up to eight (8) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Provide Requisition Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Provide examples of recent Purchase Orders.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that Requisitions have been configured.

## Cash Receipts

#### OpenGov will:

- Configure Cash Receipts settings.
- Provide up to five (5) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support.

#### Customer will:

- Provide Receipt Categories and Receipt Groups.
- Provide Tender Types.
- Provide examples of current receipts.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

#### OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that Cash Receipts have been configured.

## Accounts Receivable

#### OpenGov will:

- Configure Accounts Receivable settings.
- Import Customers
- Provide up to four (4) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### Customer will:

- Provide a list of customers
- Provide AR accounts with Balances
- Review, Test, and Sign off on configuration
- Attend all working sessions

#### OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that Accounts Receivable has been configured.

## Fixed Assets

#### OpenGov will:

- Configure Fixed Assets settings.
- Provide up to six (6) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### Customer will:

- Provide Fixed Assets data as of end of prior FY (or last audited date) in csv or excel format
- Populate the Fixed Assets upload template
- Review, Test, and Sign off on configuration
- Attend all working sessions

#### OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that Fixed Assets has been configured.

## Purchase Cards

#### OpenGov will:

- Configure Purchase Cards settings.
- Provide up to five (5) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### Customer will:

- Complete Categories and Cardholders template.
- Provide Pcard output report from Customer Bank.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

#### OpenGov Assumptions:

- Customer to provide Bank Name within 2 weeks of contract signing data.

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

#### Completion Criteria

- Customer sign-off that Purchase Cards have been configured.

## Reporting and Transparency NextGen Reporting

#### OpenGov will:

- Configure "Standard Datasets" in Reporting and Transparency following the go-live of the General Ledger and Accounts Payable modules.
- Set up (1) view per standard dataset.
- Configure the following OpenGov Standard Reports:
  - Budget vs. Actuals
    - Includes Views for up to three (3) Funds and up to three (3) Departments.
  - Monthly Statement of Revenues & Expenditures
    - Includes Views for up to three (3) Funds and up to three (3) Departments.
  - Balance Sheet
    - Includes Views for up to three (3) Funds.

#### Customer will:

- Set up additional views beyond those listed above.
- Review, Test, and Sign off on configuration.

#### OpenGov Assumptions:

- OpenGov will configure the reports to account for all funds, departments, and other segments.
- The Customer is responsible for making any desired adjustments to the reports.

#### Completion Criteria

- Customer sign-off that the Reports have been configured.

## Reporting Consulting and Support

#### OpenGov will:

- Provide up to fifteen (15) hours of reporting support prior to project completion. These hours can be used toward OpenGov creating additional reports for the customer, or training and support on report creation.

#### Customer will:

- Attend all working sessions.
- Provide example(s) of reports that are needed.

#### OpenGov Assumptions:

- OpenGov may deliver the report in a different format or a combination of reports.

#### Completion Criteria

- Reporting Consulting and Support has been provided.

# Train

## Administrator Training

OpenGov will:

- Provide up to sixteen (16) hours of Financials system administrator training to enable system administrators on the following topics:
  - Maintaining the Chart of Accounts
  - Creating and posting Journal Entries
  - Running reports and navigating inquiries
  - Importing and exporting data from financials
  - Maintaining Vendor records
  - Maintaining Customer records
  - Requisition workflow
  - Invoice Approval workflow
  - Paying invoices
  - Creating Cash Receipt deposits
  - Adding invoices to Customer accounts
  - Processing Bank Reconciliation for one (1) banks
  - Creating and maintaining Fixed Asset records
  - Processing depreciation
  - Purchase Card transactions
  - OpenGov's import tools for the purposes of bringing in data from 3rd party systems.
  - Provide up to three (3) hours of Reporting & Transparency Administrator training, to enable system administrators on the following topics:
    - Download and upload data to Reporting & Transparency
    - How to create reports and dashboards
    - Standard Datasets

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer's processes and Complete User Acceptance Testing according to the project plan.

Completion Criteria

- Administrator Training has been provided.

## End User Training

OpenGov will:

- Provide up to sixteen (16) hours of Financials system end user training to enable system administrators on the following topics:

- Running reports and navigating inquiries
- Requisition workflow
- Invoice Approval workflow

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been provided.

## **Launch**

### OpenGov Financials Data Migration

OpenGov will:

- Using a copy of the STW database provided by the customer, extract up to number 3 years of General Ledger and AP Invoice history for the purposes of data conversion.
- Transform the Customer's data into OpenGov's field requirements.
- Upload the following data into the OpenGov Financials Suite:
  - General Ledger
    - Up to number 3 years historical Journal Entry detail
    - Current YTD Journal Entry detail
  - Accounts Payable
    - Up to number 3 years historical AP Invoice detail
    - Current YTD AP Invoice detail
    - Vendors
  - Fixed Assets

Customer will:

- Provide OpenGov copies of the STW database as needed.
- Be responsible for their data and populate data templates provided by OpenGov where OpenGov is not able to transform data.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
  - One (1) mock cutover
  - One (1) go live cutover
- Customer's Trial Balance is in balance by Fund at the start of the implementation.
- Customer's subsidiary ledgers are reconciled to the general ledger.

- In the event that the customer cannot provide database access or extract unfiltered data to delimited file(s), the Customer is responsible for providing transformed and ready-to-load data in the OpenGov provided data templates. This means that the customer will assume responsibility for any data mapping and required transformations.

#### Completion Criteria

- Customer sign-off that the Data Migration has been completed.

## Bank Reconciliation

#### OpenGov will:

- Configure Bank Reconciliation settings.
- Provide up to four (4) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

#### OpenGov assumptions:

- OpenGov assumes the customer is current on Bank Reconciliations by the Financials project go live date. If bank reconciliations are not current, the change order process will be followed.

#### Customer will:

- Provide a .pdf version of the Bank Statement used to complete their last reconciliation.
- Provide a bank reconciliation report in excel format showing the last balanced reconciliation.
- Provide a list of outstanding checks in .csv or excel format.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.
- Complete bank reconciliation in OpenGov within 30 days following go-live.

#### Completion Criteria

- Customer sign-off that Bank Reconciliation has been configured.

## HyperAdopt

#### OpenGov will:

- Provide up to forty (40) hours over four (4) weeks of support from the OpenGov project team after go-live.
- Assist the customer with up to (1) live check run.
- Assist the customer with up to one (1) bank reconciliation within 30 days following go-live.

#### Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

#### Completion Criteria

- Customer sign-off that the project has been completed.

## **Budgeting & Performance**

Use Cases Build for Budgeting & Performance:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting

## **Initiate**

### [Provisioning Budget & Planning](#)

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## **Validate**

### [Technical Project Review](#)

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - o Review deliverables
  - o Review technical requirements
  - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

## **Configure**

### [Chart of Accounts \(COA\)](#)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
  - Manage new codes
  - Edit COA
  - Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

## Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
  - Create new Proposals and Worksheets
  - Manage Budgets

Customer will:

- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

## Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
  - Create new Proposals and Worksheets
  - Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

## Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
  - Create Cost Elements
  - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

## Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
  - Annual
  - Budget to Actuals
  - Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
  - Milestones
  - Development
  - Fund Balance Projections
  - Categories\*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
  - Development
  - Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
  - Export Budget Data for use in OpenGov Reports.
  - Create new Reports
  - Manage Reports
  - Share Reports

\*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

## Budget Book Publication

OpenGov will:

- Create standard templates and provide shell pages from those templates for the customer to add in content including:
  - Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
    - Home Page
    - Generic (multi-use)
    - Operating
    - Department
    - Capital
    - Capital Project
  - Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
  - Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells.
  - Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration

Customer will:

- Provide logo and branding colors to OpenGov.
- Create any additional OBB Reports, Report Views, and OBB Stories required by the Customer
- Add all content to Stories including:
  - Narrative
  - OpenGov Report Views
  - Images
  - Data not in OpenGov
- Attend working sessions to get answers on OBB questions.
- Make Stories public and Publish OBB.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

## Other Publications (ACFR)

OpenGov will:

- Provide two branded templates:
  - ACFR Table of Contents
  - ACFR General
- Provide up to ten training or consultative sessions to provide guidance to the Customer on building the ACFR.

Customer will:

- Create all pages from templates
- Add content to all pages including
  - Narrative
  - OpenGov Report Views

- Images
  - Data not in OpenGov
  - Create tables in Excel and import the tables into the publication.
- Completion Criteria
- Customer sign-off that ACFR templates have been configured.

## Train

### Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
  - Review configurations;
  - Provide training on system functionality;
  - Gain feedback; and
  - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
  - Understand configurations;
  - Gain training on system functionality;
  - Give feedback; and
  - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

### Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
  - Create and manage Budgets
  - Prepare to set up Next Year's Budget
  - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
  - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

### Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
  - Use and copy OBB Templates

- Add Reports Views to Stories
- Add Customer content including: narrative, images, and external data to Stories
- Publish Stories
- Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

## End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
  - Navigate Opengov Budgets and Reports
  - How to enter Budget data
  - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

## Launch

### HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

# Payroll

## Initiate

### Provision Payroll Module Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Validation Workshops

OpenGov will:

- Conduct up to eight (8) hours of workshops to validate current configuration and deliverables for Payroll.
  - Review all current data
  - Employees - all demographic data
  - Deductions Types
  - Deduction Wage Groups
  - Pay Types
  - Wage Groups
  - Benefits Types (Sick, Vacation, PTO, etc)
  - Benefit Balances
  - Employee YTD Balances

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on project plan.

## Configure

### Payroll

OpenGov will:

- Configure the Payroll module based on Customer provided inputs.
- Review all configurations with the customer.
- Validate to ensure completeness and accuracy.
- Confirm / complete any additional setups as needed.
- Provide up to twelve (12) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Review, Test, and Sign off on configuration.
- Attend all working sessions.

Completion Criteria

- Customer sign-off that the Payroll Module is configured.

## **Train**

### Administrator Testing & Training

OpenGov will:

- Provide up to sixteen (16) hours of administrator training to enable system administrators on the following topics:
  - Data capture
  - Data validation
  - Payroll execution
  - Payroll reporting
  - Payroll complete
- Provide the following assistance for User Acceptance Testing:
  - Configure test plan
  - Configure test transactions
  - Execute test plan
  - Review and validate results
  - Prepare any changes / updates as necessary to accommodate test results.

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer's processes

Completion Criteria

- Administrator Training & Testing support is provided.

## **Launch**

### Data Migration

OpenGov will:

- Using a copy of the database provided by the customer, shall extract up to five (5) years of Payroll history for the purposes of data conversion.
- Transform the Customer's data into OpenGov's field requirements.
- Upload up to five (5) years of Payroll data.
- Transform data errors with Customer's assistance
- Produce and communicate errors where data, for example, is missing or does not fit segment length.

Customer will:

- Provide copies of the MOMs database as needed.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
  - One (1) mock cutover
  - One (1) go live cutover

Completion Criteria

- Customer sign-off that the conversion data has been loaded.

## HyperAdopt

OpenGov will:

- Provide HyperCare Support to the Customer for the first payroll run.
  - On-premise to Cloud parallel
  - Compare On-premise to Cloud
  - Process in Cloud

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that configuration is complete and ready to go live.

# Utility Billing

## Initiate

### Provision Utility Billing Module Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Validation Workshops

OpenGov will:

- Conduct up to three (3) hours of workshops to validate deliverables for Utility Billing.

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on the project plan.

## Configure

### Utility Billing

OpenGov will:

- Evaluate current Rate tables and Service Codes (as functions in OpenGov financials) and provide a recommendation for OpenGov configuration.
- Build crosswalks for the following OpenGov functions:
  - Route table
  - Transaction Code table
  - Service Code table
  - Class Code table
  - Meters
  - Rate table
- Configure Utility Billing settings.
- Complete one (1) parallel billing for a subset of data for each rate/service code type.
- Complete one (1) parallel billing end-to-end for each billing cycle:

- Provide up to six (6) hours of working sessions following each parallel billing covering:
  - The parallel billing results
  - Recommended configuration adjustments
  - How to validate the configuration
- Complete cutover conversion as agreed upon in the project plan and previous parallel billing
- Provide up to sixteen (16) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Provide lists of all Rates, Service codes.
- Review, Test, and Sign off on configuration.
- Review, Test, and Sign off on all test parallel billings.
- Attend all working sessions.
- Provide access to utility billing data.
- Provide a billing register, utility billing trial balance, and any additional reports needed for validation.

Completion Criteria

- Customer sign-off that the Utility Billing Module has been configured.

## Financials Suite Reporting

OpenGov will:

- Deliver reports requested by the customer for operational use, balancing, reconciliation, management reporting, and audit support,, as supported with current software functionality.
- Identify any reporting limitations early and propose alternatives prior to go-live.

Customer will:

- Review, Test, and Sign off on delivered reports.
- Own the creation of additional reports outside of those listed.
- Own modifications to delivered reports.

OpenGov assumptions:

- OpenGov may deliver the report in a different format or a combination of reports.

Completion Criteria

- Customer sign-off that available reports have been reviewed.

## Train

### Administrator Training

OpenGov will:

- Provide up to ten (10) hours of Financials system administrator training to enable system administrators on the following topics:
  - Creating Cash Receipt deposits

- Adding invoices to Customer accounts
- Meter Read processing
- Creating and maintaining Utility Billing Customers and Rates
- Creating a Billing Register and making adjustments
- Sending billing information to Datapros
- Cutoff notices, door hangers
- Receiving monies into Utility Billing
- Utility Billing Online Portal
- Exporting Utility Billing General Ledger impact

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer processes.

Completion Criteria

- Administrator Training has been conducted.

## **Launch**

### Data Migration

OpenGov will:

- Set up a secure SFTP site for data transfer purposes.
- Validate the following reports provided by the Customer:
  - Billing register
  - Utility billing trial balance
  - AR customer balance by service code
  - Additional reports needed for validation
- Transform the Customer's data into OpenGov's field requirements.
- Upload the following data provided by Customer into the OpenGov Financials Suite:
  - AR service account balances
  - AR Open Invoices
  - Utility Billing open balances
- Transform data errors with Customer's assistance
- Produce and communicate errors where data, for example, is missing or does not fit segment length.

Customer will:

- Upload a copy of their Incode database to the secure SFTP site or provide direct access to the Incode database.
- Be responsible for their data and populate data templates provided by OpenGov where applicable.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
  - One (1) mock cutover (parallel billing)
  - One (1) go live cutover
- In the event that OpenGov cannot access the Customer's legacy database, the Customer is responsible for providing data in the OpenGov provided data templates.
- If the Customer is unable to provide validation reports, the Customer will be responsible for providing the data to be used in the data conversion.
- The customer is able to provide attachment data for OpenGov to load.

Completion Criteria

- Customer sign-off on that the Data Migration has been completed.

## HyperAdopt

OpenGov will:

- Provide HyperCare Support to the Customer for a maximum of 1 billings per cycle until each billing cycle is completed 1 time or for fifty (50) hours, whichever comes first.

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that the project has been completed.

## Procurement & Contract Management:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Contract Management

## Initiate

### Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

## **Validate**

### Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
  - Confirm list of templates
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

## **Configure**

### Supplier Engagement, Evaluation and Award Configuration

#### Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

### Sourcing Template

OpenGov will:

- Deploy generic template.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

## Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to two (2) total Solicitation Template(s) from customer provided standard boilerplate templates:
  - One (1) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
  - Up to one (1) Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates with standard boilerplate language.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

## Contract Management Configuration

### Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).

- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

## Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided standard boilerplate templates :
  - One (1) Construction Contract Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Enable eSignatures.
- Provide instructions on how to use eSignatures.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates with standard boilerplate language.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.
- Gather and provide relevant process information for eSignatures.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off that the Contract Template(s) and eSignatures have been configured.

## Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

## Historical and/or Active Contract Attachments Upload

OpenGov will:

- Provide instructions for the Customer to create an SFTP folder for the attachments to be uploaded with the contract log.
- Import attachments from the SFTP.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will:

- Customer will create the SFTP folder, and add all related attachments (regular file folders/zip folders cannot be added into the SFTP)

Completion Criteria

- Attachments have been imported.

## Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
  - Proposal Viewer Agreement
  - Interview Invitation
  - Non-Award Letter
  - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

## Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

## **Train**

## Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
  - Supplier Engagement
    - Creating Bids with Sourcing Templates
    - Live Bid Management & Vendor Experience
    - Evaluation and Awarding
  - Solicitation Development
    - Writing Solicitations using templates
  - Contract Management
    - Document Assembly and E-signature
    - Contract Document Developer Tools
    - Contract Spend Data (API)

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

## Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

## Launch

### HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.

- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

# Exhibit 2: Technical Requirements

## Financials Hardware and Technical Requirements

### Computers, tablets or other user devices

- Access to the internet; Google Chrome is the recommended browser for optimal performance.

### Printer

- MICR ink compatible

### Check Stock

- blank, 8 1/2" x 11", check at the bottom

### Cash Drawers

- MMF Cash Drawer - Value Line or MMP Cash Drawer - Advantage

### Receipt Printer

- Model options: Ithaca 9000 - Thermal Printer, Epson T20III - Thermal, Thermal/inkjet, Epson TM-H6000IV

### Thermal Paper

- Compatible with receipt printer

### Scanner (Optional)

- Twain driver scanner

### Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

### Vendor Listing

- Flat file
- .csv, .xls, .xlsx with headers

### Customer Listing

- Flat file
- .csv, .xls, .xlsx with headers

### Trial Balance

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

### Current Budget

- Flat file
- .csv, .xls, .xlsx with headers

#### Unpaid Invoice Report

- Flat file
- .csv, .xls, .xlsx with headers

#### Calendar YTD 1099 totals by vendor and tax payment type

- Flat file
- .csv, .xls, .xlsx with headers

#### Fixed Assets Data

- Flat file
- .csv, .xls, .xlsx with headers

#### Bank Statement

- .pdf

#### Bank Reconciliation Report

- Flat file
- .csv, .xls, .xlsx with headers

#### Outstanding Checks and Deposits List

- Flat file
- .csv, .xls, .xlsx with headers

#### AR Customer Balance by Service Code

- Flat file
- .csv, .xls, .xlsx with headers

## Budgeting & Performance Technical Requirements

#### Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

#### Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

#### Financial Data Files (Summary Revenue and Expense Export)

- PDF export

#### Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

#### Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

#### Logo Image

- .jpg or .png format
- Transparent

#### Branding Guidelines

- Hex codes



OpenGov Inc.  
 660 3rd Street, Suite 100  
 San Francisco, CA 94107  
 United States

**Order Form Number:** Q-16023  
**Created On:** 04/09/2026  
**Order Form Expiration:** 04/30/2026  
**Subscription Start Date:** 04/01/2026  
**Subscription End Date:** 12/31/2030

**Prepared By:** Ray Kirkpatrick  
**Email:** rkirkpatrick@opengov.com  
**Contract Term:** 57 Months

**Customer Information:**

**Customer:** City of Marshall, TX  
**Bill To/Ship To:** PO Box 698  
 Marshall, Texas  
 75670  
 United States  
**Contact Name:** Randy Pritchard  
**Email:** pritchard.randy@marshalltexas.net  
**Phone:** 9039347920

**Order Details:**

**Billing Frequency:** Prepaid  
**Payment Terms:** Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
CREDIT for Prepaid and Overlapping Services	04/01/2026	12/31/2026	-\$22,321.91
OpenGov Core Procurement and Contracts Bundle	04/01/2026	12/31/2026	\$9,966.76
OpenGov Financial Management and Budgeting	04/01/2026	12/31/2026	\$47,538.75
Payroll Additional User License (For each FTE over 40)	04/01/2026	12/31/2026	\$20,228.61
Payroll Base Subscription (Up to 40 FTEs)	04/01/2026	12/31/2026	\$3,502.86
Utility Billing Base Subscription	04/01/2026	12/31/2026	\$9,780.59
Utility Billing: Additional Service Area - Sewer	04/01/2026	12/31/2026	\$1,467.09

Utility Billing: Additional Service Area - Trash	04/01/2026	12/31/2026	\$1,467.09
Utility Billing: Additional Service Area - Water	04/01/2026	12/31/2026	\$7,372.23
Budgeting and Planning Expert Services: Accelerate	01/01/2027	12/31/2027	\$15,345.47
Financials Expert Services: Accelerate	01/01/2027	12/31/2027	\$15,345.47
OpenGov Core Procurement and Contracts Bundle	01/01/2027	12/31/2027	\$13,289.00
OpenGov Financial Management and Budgeting	01/01/2027	12/31/2027	\$63,385.01
Payroll Additional User License (For each FTE over 40)	01/01/2027	12/31/2027	\$26,971.48
Payroll Base Subscription (Up to 40 FTEs)	01/01/2027	12/31/2027	\$4,670.47
Utility Billing Base Subscription	01/01/2027	12/31/2027	\$13,040.79
Utility Billing: Additional Service Area - Sewer	01/01/2027	12/31/2027	\$1,956.12
Utility Billing: Additional Service Area - Trash	01/01/2027	12/31/2027	\$1,956.12
Utility Billing: Additional Service Area - Water	01/01/2027	12/31/2027	\$9,829.64
Budgeting and Planning Expert Services: Accelerate	01/01/2028	12/31/2028	\$16,112.74
Financials Expert Services: Accelerate	01/01/2028	12/31/2028	\$16,112.74
OpenGov Core Procurement and Contracts Bundle	01/01/2028	12/31/2028	\$13,953.45
OpenGov Financial Management and Budgeting	01/01/2028	12/31/2028	\$66,554.29
Payroll Additional User License (For each FTE over 40)	01/01/2028	12/31/2028	\$28,320.05
Payroll Base Subscription (Up to 40 FTEs)	01/01/2028	12/31/2028	\$4,904.00
Utility Billing Base Subscription	01/01/2028	12/31/2028	\$13,692.83

Utility Billing: Additional Service Area - Sewer	01/01/2028	12/31/2028	\$2,053.92
Utility Billing: Additional Service Area - Trash	01/01/2028	12/31/2028	\$2,053.92
Utility Billing: Additional Service Area - Water	01/01/2028	12/31/2028	\$10,321.11
Budgeting and Planning Expert Services: Accelerate	01/01/2029	12/31/2029	\$16,918.38
Financials Expert Services: Accelerate	01/01/2029	12/31/2029	\$16,918.38
OpenGov Core Procurement and Contracts Bundle	01/01/2029	12/31/2029	\$14,651.13
OpenGov Financial Management and Budgeting	01/01/2029	12/31/2029	\$69,881.99
Payroll Additional User License (For each FTE over 40)	01/01/2029	12/31/2029	\$29,736.06
Payroll Base Subscription (Up to 40 FTEs)	01/01/2029	12/31/2029	\$5,149.20
Utility Billing Base Subscription	01/01/2029	12/31/2029	\$14,377.47
Utility Billing: Additional Service Area - Sewer	01/01/2029	12/31/2029	\$2,156.62
Utility Billing: Additional Service Area - Trash	01/01/2029	12/31/2029	\$2,156.62
Utility Billing: Additional Service Area - Water	01/01/2029	12/31/2029	\$10,837.17
Budgeting and Planning Expert Services: Accelerate	01/01/2030	12/31/2030	\$17,764.30
Financials Expert Services: Accelerate	01/01/2030	12/31/2030	\$17,764.30
OpenGov Core Procurement and Contracts Bundle	01/01/2030	12/31/2030	\$15,383.68
OpenGov Financial Management and Budgeting	01/01/2030	12/31/2030	\$73,376.04
Payroll Additional User License (For each FTE over 40)	01/01/2030	12/31/2030	\$31,222.86
Payroll Base Subscription (Up to 40 FTEs)	01/01/2030	12/31/2030	\$5,406.66

Utility Billing Base Subscription	01/01/2030	12/31/2030	\$15,096.34
Utility Billing: Additional Service Area - Sewer	01/01/2030	12/31/2030	\$2,264.45
Utility Billing: Additional Service Area - Trash	01/01/2030	12/31/2030	\$2,264.45
Utility Billing: Additional Service Area - Water	01/01/2030	12/31/2030	\$11,379.02

**PROFESSIONAL SERVICES:**

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	04/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$234,365.00
Procurement Implementation Services Package	04/01/2026	Procurement Implementation Services Package - Standard	\$28,696.00

**Professional Services Total:** \$263,061.00  
**Travel and Expense (Billed as incurred and not to exceed):** \$34,400.00

**Customer Billing/Service Periods:**

Period:	Total:
04/01/2026	\$342,063.07
01/01/2027	\$165,789.57
01/01/2028	\$174,079.05
01/01/2029	\$182,783.02
01/01/2030	\$191,922.10

**Order Form Legal Terms:**

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms. Effective as of the date of the last signature on this Order Form, this Order Form shall replace and supersede the Order Form signed between the parties effective February 3, 2026.

**City of Marshall, TX:**

Signature:

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Name:

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Title:

---

Date:

---

**OpenGov, Inc.**

Signature:

---

Name:

---

Title:

---

Date:

---



TO: City Council  
DATE: April 23, 2026  
ITEM #: 9.D  
SUBJECT: Consider Approval of the Final Report from the City Council FY27 Budget Planning Session.

**Recommendation for Action:** Approve the Final Report from the City Council FY27 Budget Planning Session.

**Executive Summary:** The City Council is required by the Council Governance Policy & Rules, Section VI – Planning as follows:

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

The City Council, over the last two years, has met several times to provide guidance and priorities for the development of the FY26 Budget and just recently, on February 27<sup>th</sup>, to provide the same input to the Staff for the development of the FY27 Budget. Staff quickly followed with an all-day work session on March 4<sup>th</sup>. While the current Marshall fiscal year doesn't start until January 1st, the City must comply with the timelines established by the State for the great majority of Texas cities with a fiscal year of October 1<sup>st</sup> – September 30<sup>th</sup>. As Council is aware, Staff officially initiated the FY27 Budget process on March 11<sup>th</sup>. Departments are currently working to develop their proposed departmental budgets. The current FY27 Budget schedule includes completing the base departmental budgets by the end of May for the new City Manager, who will review and determine how to move forward and what the remainder of the FY27 Budget calendar needs to include. If Council has any additional direction for staff in the development of the FY27 Budget, it would certainly be appropriate to add it at this time.

This item is on the Council agenda to present the Report to the City Council for consideration and approval. This Report not only includes the action / direction of the City Council but also, the follow-up / implementation that Staff will work to incorporate into the FY 27 Budget. It should be noted that the years build on each other. Those goals established by Council for the FY26 Budget do not go away. They are embedded in the budget preparation and our work plans as we move forward until completed, if project-based.

The Report of these efforts over the last two years to strategically plan and set priorities is attached. Ron Cox, Cox Consulting, the facilitator used to work on this effort by the City Council, will present the Report.

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

**Budget Cost:** The provision of services, preparation and presentation of the Report is included in the professional services contract with Ron Cox Consulting for the FY27 Budget.

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

**Attachments:** 1. Final Report - FY27 Budget Strategic Planning - Ron Cox Consulting



**City Council  
Planning Session**

**Report**

**February 27, 2026**

**Prepared and Facilitated  
By  
Ron Cox Consulting**



**REPORT  
CITY COUNCIL  
PLANNING SESSION  
and  
PRIORITIZATION**

**CITY OF MARSHALL**

**February 27, 2026  
March 4, 2026**

**Introduction**

**2025 Engagement.**

On March 24, 2025, the Mayor and City Council of the City of Marshall met the Interim City Manager and leadership staff for a pre-budget planning session. The purpose of this meeting was to determine the priorities for the City Council as the city manager and staff prepare the upcoming annual budget.

On April 7, 2025, Ron Cox met with the City Manager (Melissa Byrne-Vossmer had been appointed from interim to full time City Manager), and department directors to review the results of the Council session and make plans for the Council follow up session.

Then on April 28, Ron Cox met with the Mayor, City Council and City Manager to review the results of the first session and set the final priorities for the upcoming FY 2026 City Budget.

Finally, on May 5, 2025, Ron Cox met with the City Manager and staff to confirm the processes that will be used to prepare the budget and to follow up on staff action committee recommendations.

## **2026 Engagement**

On February 27, 2026, Ron Cox met with the Mayor and City Council, City Manager and staff to review accomplishments from the 2025 planning and identify needs and projects for 2026-27.

Ron Cox met with staff on March 4, 2026, to establish a workplan based on the work that had been conducted by Council.

The City Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

## **Governance**

The session began with a short overview of the role of the City Council in the governance of the city. Their role is to set the vision, mission and core values for both the City Council and the staff, identify plans and priorities, and set expectations for staff to prepare city budgets in the coming year(s).

The key elements of the Governance Philosophy are leadership, communication and understanding and defining expectations. These define how the team will function together. Visioning and planning are the key elements that define what the strategies and goals are for the City of Marshall to ensure the vision is ultimately attained.

## **Governance Model 2025**

The governance model first begins with leadership. Participants were asked to describe why they serve in the capacity they hold and what attributes they bring to the table. Each member of the Council has their own desires and goals. However, they must work together corporately with the other council members to accomplish the goals and conduct the business of the city.

### **Why did you run for your Council position in Marshall?**

- Have a need to participate.
- To represent the citizens.
- The timing was right for change.
- A native of Marshall.
- Things had not changed in 50 years – wanted to be a part of change.
- Want to be a part of addressing needed changes.

- To make a difference.
- Was called by God to serve.
- Wanted to humanize city government.
- Wanted to ensure equity for all citizens.
- Have a love for service in local government.
- To be a part of the service to the city.
- To be a part of the growth and revitalization of the city
- To attract businesses and make citizens proud of their city.

**What attributes do you bring to the group?**

- Have a servant/leader’s heart.
- A copious notetaker.
- Outspoken and transparent.
- Have a “jack-of-all trades” ability.
- Am here to serve.
- Want to be helpful.
- Have worked with and organized non-profit groups.
- A good listener
- Have a professional background
- Have an education in public administration.
- A data driven person.
- Can identify best practices and modernize processes.
- Not a native of Marshall, so can look at things from an outsider’s perspective to give a fresh vision of what Marshall can be.
- Bring unity to the community.
- Provide a fresh pair of eyes to the view.

**Vision and Mission**

In 2025, the Council discussed the Vision and Mission and Core Values prepared sometime earlier for Marshall. After review there were changes made to the wording, but it was agreed that the key elements of the vision and mission were consistent with the Vision and Mission Statements that were done earlier.

For 2026, the facilitator again asked the Council to reflect on their key vision elements. These are reflected in red below the initial list made in 2025. It was noted that the vision elements are consistent with the earlier year’s list.

No changes were made to the Vision, Mission or Value Statements.

**2025 - What are the key elements of your vision for Marshall?**

- Ensure the safety of all citizens.
- Have a beautiful city, with a clean quality appearance
- Ensure a financially secure city.
- Be a growing community.
- Have quality housing.
- Have a city with a strong education system.
- Residents have pride in their community.
- Have a thriving and diverse community.
- Provide a high quality of life.
- Include a diverse leadership.
- Have strong parks and greenspace.
- Provide for a strong infrastructure for all citizens.

2026 – What are the key elements of your vision for Marshall?

- Solid reliable infrastructure.
- A safe community.
- Robust economy.
- Pride in Marshall as a community and city.
- Innovative.
- Forward thinking. Moving out of the past/being happy with the current/looking to the future.
- Historic.
- Unified.
- Inclusive family oriented including youth and seniors.
- A city with planned growth.
- Quality/affordable/variety of housing choices.
- Clean and visually appealing.
- Communicates with everyone.
- Has entertainment venues and events.
- Has land use and zoning that anticipates the future.

### **Vision Statement - 2025**

Note: At the April 28, 2025 follow up session, the Council considered the final draft of the Vision Statement, provided below.

**The City of Marshall is a safe, well-maintained, responsive, innovative, and financially sound community that welcomes and celebrates families, businesses, and an exceptional quality of life.**

**2025 - What are the key elements to the mission for Marshall?**

- Provide equity in all services, citywide.
- Provide efficient and effective services.
- Provide services based on community needs.

In 2026 there were no additions or changes to the mission elements.

### **Mission Statement - 2025**

Likewise, at the April 28 session, the City Council reviewed the Mission Statement made wording changes on the statement. The revised Mission Statement is provided below.

### **Mission Statement**

**The City of Marshall is dedicated to providing equitable and excellent services preserving Marshall as a historic and thriving place in which to live, work, and play.**

### **Core Values**

The City Manager and staff reviewed the approved core values. It was agreed that all are relevant for continued adherence. These core values set the standard for the expectations City Council has for the operations of the city.

- **Customer Service:** We take pride in being courteous, patient, respectful, and professional in both our internal and external interactions.
- **Excellence:** We strive for the best performance possible in all aspects of our service to citizens.
- **Honesty:** We make ethical and well-intentioned decisions and provide transparency with information and insights.
- **Innovation:** We are dedicated to continuous improvement by exploring new ideas, challenging the status quo, and committing to a growth mindset.
- **Efficiency:** We value providing the best service to our residents with the most efficient and economical use of city resources.

### **Planning Session 2025-26**

In 2025 the facilitator led the Council in a SWOT Analysis. The Council outlined the strengths, weaknesses, opportunities and threats of both the community as a whole and the organization. These are described as follows.

### **Strengths**

- **Community**
  - Comes together when needed.
  - Is caring.

- Is well-positioned for growth.
- Is ready for change and growth.
- Family oriented.
- Many enriched and diverse academic opportunities – ISD, Four Colleges.
- Has a unique charm.
  
- **Organization**
  - Most employees do the right things well.
  - Most are ready for change and growth.
  - Most work through issues to get the job done.
  - Most are responsive.
  - A large number lives in Marshall.
  - Most are receptive to new technology and new opportunities.

### **Weaknesses**

- **Community**
  - Silos and cliques within the community.
  - Community appearance.
  - Not being proactive to meet the needs.
  - Not taking pride in the community.
  - Not welcoming to outsiders (people and businesses).
  - Lack of equity.
  - Aging and neglected infrastructure.
  - Lack of economic development.
  - Lack of trust and pride.
  - Lack of code enforcement.
  
- **Organization**
  - Technologically behind.
  - Communication is inadequate (but getting better).
  - City owned facilities/properties not well maintained.
  - Display a lack of trust/accountability/ pride in work and community.
  - Display a lack of respect for each other and city council members.
  - Not oriented to the customer.
  - Do not respond positively to requests or initiatives.
  - Not proactive in taking ownership of community needs.
  - Services are not efficient and effective.
  - Not working together as a team (silos and cliques).
  - Lack of equity in standards.
  - Lack of equity in compensation.

### **2026 – What is working better?**

For 2026, the facilitator reviewed their responses in 2025 asked the question: What is working better? The Council reflected on the status of the city as they see it now, relative to 2025. They focused on and were very complimentary of how much has been done in the past year, how far the organization has come in such a short period of time, and how much improved the relationship is between Council and all of staff. The following is what Council said is working better.

- Council sees a growing confidence of the city council and staff as progress is made.
- There is more transparency for the community and internally.
- The relationship between council and staff is now positive.
- Teamwork among the staff – through all departments was shown clearly in the recent crisis that occurred.
- There is a great potential for high civic engagement.
- Council and staff are more proactive and less reactive when dealing with issues and challenges.
- There is more visibility and community involvement from the team.
- Citizens are beginning to participate when asked.
- Council has been great to provide resources for pay and projects.
- The city manager is always available.
- The city manager empowers the Council and staff to act.
- An effective city manager
  - With council.
  - With staff.
  - With project implementation.
- Supportive of Council and staff needs.
- Council and staff are developing the team approach with one another.
- Staff leadership is committed to the community.
- Staff is taking assignments, implementing them and carrying them out well.

### **2026 – What can we do better?**

After discussing and comparing the strengths and weaknesses identified in 2025, with the progress that is being made, the questions became what we can do better. Recognizing the organization is doing better, the Council was asked to focus on what they believed the staff and organization needed to be even better. These are as follows. These are identified in red in the Focus areas below.

- Continue to educate the public on our initiatives and processes.
- Update forms and applications the public uses for accuracy and simplicity.
- Document the status of issues accurately for all to see.
- Communicate clearly directives and expectations to staff.
- Continue to improve internal communications.
- Ensure transfer of knowledge to others within the organization so history and knowledge will not lie with a few.

## 2026 – What is next?

Council then discussed initiatives that can and should come in the future. These are documented here, but are also outlined in the 2026 opportunities below in red.

- Improve EMS response times by adding a third full time staffed ambulance.
- Improve and expand parts inventories to meet common maintenance issues.
- Expand and replace fire hydrant availability including water line replacement to ensure proper flow.
- Establish a citizen academy for both adults and students to better educate citizens.
- Continue to implement and execute existing plans.
- Prepare a plan for providing tools to improve efficiency in operations.
  - Provide equipment and training to allow field personnel to input GIS data on utilities in real time.

## Opportunities – 2026

The weaknesses were categorized into the five focus existing focus areas. These are

- **Improve customer service**
- **Improve infrastructure – technology, water, wastewater, streets and drainage**
- **Improve community appearance – code enforcement, parks.**
- **Improve communication**
  - **within community**
  - **within/among departments**
- **Invest in our workforce**

Within these five focus areas the Council members identified opportunities to overcome the weaknesses. These are described as follows.

For 2026 the focus areas remain the same. As discussions proceeded, the facilitator identified new opportunities. 2026 opportunities are reflected in red. They will be added to the approved priority list for consideration and ranking by the City Council. These items will be added to the 2025 priority list as a 2025-2026 update. (See separate spreadsheet.)

- **Improve Customer Service**
  - Improve EMS response times by adding a third full-time staffed ambulance.
  - Expand and replace fire hydrant availability including water line replacement to ensure proper flow.
  - Educate the public on our procedures and processes.
  - Update forms and applications the public uses for accuracy and simplicity.
  - Document the status of issues accurately for all to see.

- **Improve Infrastructure – technology, water, wastewater, streets and drainage**
  - Update and make significant adjustments to the Future Land Use and Zoning Maps during the Comp Plan update process.
  - Prepare a plan for the best uses of the Civic Center building.
  - Continue to implement and execute existing plans.
- **Improve community appearance – code enforcement, parks.**
- **Improve communication**
  - **Within the community**
    - Continue to utilize multiple communication methods to ensure with all segments of the population receive information (those both with and without technology).
    - Sponsor a Community Leadership banquet to establish and maintain relationships and information sharing with community leaders and groups.
    - Establish a citizen academy for both adults and students to better educate citizens.
  - **Within/among staff**
    - Communicate directives and expectations clearly to staff.
    - Continue to improve internal communications.
    - Ensure transfer of knowledge to others within the organization so history and knowledge will not lie with a few or be lost.
- **Invest in our workforce**
  - Utilize the approved Core Values as the basis for staff recognition awards.
  - Continue mentoring and development of staff.
  - Update the Employee Pay Plan and budget for monetary adjustments to employees as needed.
  - Improve and expand maintenance parts inventories to meet common maintenance issues in a timely manner.
  - Prepare a plan for providing tools and equipment to improve efficiency in operations.
    - Provide equipment and training to allow field personnel to input GIS data on utilities in real time.

## **City Manager Transition 2026**

The City Manager has announced her resignation but has remained on staff until a later date and was present and participated freely in this session. The City Council has begun the process for the search by hiring a consulting firm to coordinate the search process. Coincidentally a representative of the firm was present the day before the planning session to begin the process of identifying the characteristics of the next city manager. This was an opportunity for the Council members to share their thoughts together. The following are both their characteristics for the new manager, but also the relationship they expect to have with that person.

### **Council expectations for the new City Manager**

- A “clone” of the current City Manager (all were equally complimentary of her work).
- Experienced in project management.
- Displays professionalism.
- Ability to continue to “clean up” and improve the organization.
- Possess high energy, yet able to have a good work/life balance.
- Expects the employees to have a good work/life balance.
- To be known, active and liked in the community.
- Decisive
- Effective and efficient, bringing those qualities to the organization.
- Commitment to the long term needs of the city.
- Committed to stay in the position.
- Able to lead, be trusted, mentor and improve staff.
- Strong in succession building, training and development of staff.
- Detail oriented and data driven.
- Holds him/herself accountable and holds other accountable.
- Trust but verify information for accuracy.
- Ability to research to learn what is available.
- Innovative.
- Can lead through change.
- Collaborative with all – avoiding and breaking down silos.
- Listener
- Impartial
- Executes the directives of Council – gets the job done.
- Build relationships in the community with stakeholders and other leaders.
- Keep the Council informed.

### **Council expectations of the desired Council/Staff relationship with new City Manager**

- Sets and prioritizes realistic expectations of both Council and staff.

- Has and promotes a good work/life balance.
- Able to be steered and guided by a majority of Council.
- Respectful, timely and consistent with others.
- A mentor, trainer and developer of both Council and staff.
- Establish a long-term relationship.
- Be supportive and empathetic to others.
- Talk and listen.
- Have mercy.
- Build trusting relationships.
- Be kind and nice.
- Respect and trust each other's decisions.
- An empowering relationship.

### **Staff Follow Up Session March 4, 2026**

On March 4, 2026 the City Manager and her staff met to review the results of the work of the City Council in their 2026 Planning session. Their agenda was to

- Review the results of the opportunities identified during the planning session
- Identify and map out a plan for maintaining their momentum during and after the City Manager transition.
- Review and identify Council expectations for the new city manager and create a similar set of expectations.

#### **Opportunities**

Staff reviewed the opportunities identified during the planning session.

- It was noted that there were very few items identified that had financial implications. These will be added to the approved priority list for Council review.
- It was also noted that many of the items listed are continuation of initiatives identified at the 2025 session.
- It was also noted that many of these items had no financial implications, except for staff time for implementation.

As a result, the staff agreed they would proceed with the following.

- Refine the list of opportunities to be certain all are identified in the Priority List.
- Prepare a detailed report on the status of the projects and initiatives identified in the priority list.
- Present the refined list to the City Council for review and approval at the April 9, 2026 meeting.

#### **Maintaining Staff Momentum**

The City Council, City Manager and staff have all realized the significant gains the staff leadership has made over the last year with the city manager at the helm. These gains are noted in the report above under the section “What is Working Better”. Recognizing that a change is going to happen at the city manager level in the next few months, the facilitator led the executive staff in a conversation about maintaining the momentum they have achieved through the transition process.

### **Maintaining the expectations staff has of themselves**

- Remember to take “one bite at a time” and not be overwhelmed with the volume of need.
- Enjoy our work together as a team.
- Invest in ourselves
  - Training and development.
  - To improve and add to the depth of the organization.
  - Grow our personnel depth.
- Keep moving forward.
- Show follow-through and be accountable to the process.
- Consider how an individual decision will affect the whole organization.
- Communicate with each other openly and honestly.
- Complete and communicate the staff of projects to the entire staff, the council and the public.
- Share what is going on to maintain transparency and open communication.

### **Maintaining the standards staff has set for themselves.**

- Continue to develop others for succession.
- Remember we have “refillable” cups – they are not half full or half empty.
- Embrace technology at all levels as a tool in the tool box.
- Understand and engage in healthy conflict to arrive at the best decision.
- Be unified once the decision is made.
- Cross communicate between departments (no silos).
- Make the effort to share communication downward from the department directors to all.
- Seek input from a broad audience when discussing issues.

### **Steps staff will take to maintain the momentum**

- With regard to the city manager
  - Be open minded with the new city manager and allow time for adjustment.
  - Treat him/her as part of the team.
  - Develop honest and open relationship.
  - Be respectful.
  - Show patience to him/her realizing the learning curve.
  - Be flexible when changes occur.

- Be honest, forthright and complete in communication. Share the good, bad and the ugly.
- Help and encourage each other. Pick each other up. Pick up the pieces and move forward.
- Delegate the workload to the extent possible.
- Report our progress to the city manager, city council and community.

### **City Manager Transition**

As seen earlier in this report, the City Council shared with each other their expectations for the city manager. These expectations were divided between their expectations for city manager qualifications and their expectations for the relationship between the Council and the city manager.

The city manager led the executive staff in a similar discussion. These expectations are listed below.

#### **Staff expectations of the qualifications of the city manager**

- Experienced (not a newbie).
- Displays effective leadership qualities
  - Empowers others.
  - Expects excellence.
  - Focuses on mentoring and developing people at all levels.
- Does not overreact, is not overwhelmed – takes a “bite at a time”.
- Is a communicator.
- Is focused on the long-term issues, challenges and plans.
- Enjoys their job and the people they work with.

#### **Staff expectations of the relationship with the city manager**

- Take the time to know the staff.
- Is direct, listens, and is a decisionmaker.
- Listens to the professionals, and those with the “boots on the ground”.
- Is steadfast – consistent, honest in their opinions, and show respect to all.
- Actively builds relationships – both internally and externally.
- Honors and appreciates the staff at all levels.
- Enjoys their job and the people they work with.
- Has an enthusiasm for doing the job.
- Willing to make a long-term commitment to the city.
- Composed, yet confident.
- Humble.

## **Council Review and Prioritization April 9, 2026**

Finally, at their April 9, 2026, follow up session the Council reviewed all the opportunities. After a full review the Council approved the revised priority list as presented.

Council reviewed the expectations they and staff had prepared regarding the new city manager. It was recommended this report be shared with the placement firm coordinating the search for the city manager.

### **Conclusion**

The City Council and leadership staff of the City of Marshall worked through the visioning and planning process that allowed them to create a working set of priorities for moving the city staff to utilize in preparing the upcoming city budget. The process brought the City Council leadership in better alignment to serve the citizens of Marshall.



TO: City Council  
DATE: April 23, 2026  
ITEM #: 10.A  
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 appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary

**Recommendation for Action:** Discussion of employment agreement.

**Executive Summary: Employment Agreement – City Secretary**  
**City of Marshall, Texas & April N. Smith**  
**Effective Date: April 23, 2026**

This Employment Agreement establishes the terms and conditions of employment between the City of Marshall, Texas (“City”) and April N. Smith (“Employee”) for the position of City Secretary.

**Term of Agreement**

The Agreement provides for an initial term of three (3) years beginning April 23, 2026. The Agreement will continue unless terminated by non-renewal with at least sixty (60) days’ notice, resignation by the Employee, or termination by the City as outlined in the Agreement.

**Position and Duties**

The Employee is appointed as City Secretary and is responsible for performing all duties customary to the role, as well as those required by state law, the City Charter, City ordinances, and applicable regulations.

**Compensation**

The Employee will receive an annual base salary of \$76,232, payable in accordance with standard City payroll practices. Salary adjustments may occur in alignment with City compensation policies, including cost-of-living adjustments. The City Council will conduct annual performance evaluations and may consider compensation adjustments based on performance.

**Benefits**

The Employee is entitled to participate in all standard City employee benefit programs, including:

- Health and dental insurance under the same terms as other employees
- Participation in the Texas Municipal Retirement System (TMRS), with required City contributions
- Vacation and sick leave in accordance with City policy
- Forty (40) hours of annual personal leave, with limited carryover

## **Professional Development and Expenses**

The City will cover approved professional memberships, including the Texas Municipal Clerks Association (TMCA), and reasonable expenses for training, conferences, and professional development activities that benefit both the Employee and the City.

## **Work Schedule**

The position is classified as exempt under the Fair Labor Standards Act. The Employee is expected to fulfill all job responsibilities as required, including work beyond standard hours when necessary, without additional compensation.

## **Separation and Termination**

The Agreement outlines multiple methods of separation, including resignation, termination with or without cause, disability, or death. The City may terminate the Employee at any time, with or without cause, upon written notice.

- In the event of termination without cause, or resignation at the City's request, the Employee is entitled to a severance payment equal to six (6) months of base salary, in addition to accrued compensation and leave.
- In cases of resignation, termination for cause, disability, or death, the Employee (or estate) is entitled to earned salary, accrued leave, and reimbursable expenses through the date of separation.

## **General Provisions**

The Agreement includes standard provisions related to governing law (State of Texas), severability, full integration of terms, amendment requirements, and dispute resolution through nonbinding mediation prior to litigation.

## **Conclusion**

This Agreement provides a structured framework for the employment relationship, outlining compensation, benefits, responsibilities, and separation terms. It balances organizational flexibility with defined compensation and severance protections for the Employee.

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

## **Budget Cost:**

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

**Attachments:** 1. City Secretary Employment Agreement

# **EMPLOYMENT AGREEMENT** **BETWEEN THE CITY OF MARSHALL AND APRIL N. SMITH**

This Employment Agreement (“Agreement”) is made and entered into this **23rd day of April, 2026**, by and between the **City of Marshall, Texas**, a Texas home-rule municipal corporation (hereinafter called “Employer” and/or “City”) and **April N. Smith** (hereinafter called “Employee”), an individual who has the education, training, and experience in local government management to serve as City Secretary. Employer and Employee agree as follows:

## **Section 1: Term and Effective Date**

The term of this Agreement shall be for a **three (3) year term**, effective **April 23, 2026**, and will continue thereafter unless:

1. Employer gives Employee written notice of non-renewal at least sixty (60) days prior to the end of the term,
2. Employee resigns as provided in Section 9, or
3. Employer terminates Employee as provided in Section 10.

## **Section 2: Duties and Authority**

Employer agrees to employ Employee as its City Secretary to perform the functions and duties customary for a City Secretary and as specified in this Agreement, as well as other legally permissible duties detailed in the City Secretary Job Description and required by state law, the City Charter, City ordinances, and regulations.

## **Section 3: Compensation**

**A. Base Salary:** Employer shall pay Employee an annual base salary of **\$76,232.00**, payable in installments consistent with other City employees.

**B. Salary Adjustments:** This Agreement shall automatically reflect any salary adjustments or benefits provided or required by Employer’s compensation policies, including but not limited to cost-of-living adjustments, without altering any other terms of this Agreement.

**C. Performance Review:** Annually, after a performance review by the City Council, with input from the City Manager or others the City Manager may deem necessary, the City Council may consider adjustments to Employee’s compensation and/or benefits.

## **Section 4: Health and Dental Insurance Benefits**

Employer shall provide Employee health and dental insurance benefits equal to those provided to all other City employees, under the same terms.

## Section 5: Leave Benefits

Employee shall receive vacation and sick leave equal to that provided to all other City employees, including accrual rates, carry-over, and maximum accrual provisions.

Employee is entitled, at the start of this agreement and each calendar year thereafter, to **forty (40) hours of paid personal leave** per year. No more than **twenty (20) hours** may be carried over; any excess is forfeited.

## Section 6: Retirement

Employee shall be enrolled in the **Texas Municipal Retirement System (TMRS)**. Employer will make all required contributions on Employee's behalf and all matching contributions from Employer funds.

## Section 7: General Business Expenses

**A. Professional Memberships:** Employer will budget for and pay the professional dues and subscriptions for Employee's participation in the **Texas Municipal Clerks Association (TMCA)**.

**B. Professional Development:** Employer will budget for and pay reasonable tuition, travel, and subsistence expenses for courses, institutes, and seminars deemed beneficial to Employee and the City.

## Section 8: Hours of Work

Employee understands that City Secretary duties may require hours beyond a standard workweek. Employee is classified as **Exempt** under the **Fair Labor Standards Act** and is **not eligible for overtime or compensatory time**.

No hours worked beyond 40 per week will be eligible for financial compensation.

## Section 9: Resignation

Employee shall provide at least **three (3) weeks' written notice** prior to voluntary resignation, unless the parties agree otherwise.

## Section 10:

**10.1 Termination and Removal.** This Agreement may be terminated by the occurrence of any of the following:

**A.** Immediately upon the City giving the City Secretary written notice of termination for Cause (as defined below); or

**B.** Immediately upon City giving the City Secretary written notice of termination without cause; or

**C.** The City Secretary giving three (3) weeks written notice of termination to the Council provided however, that upon the City's receipt of the City Secretary's written notice of termination, the City may, at its sole discretion, terminate the City Secretary immediately; or

**D.** The Council's giving thirty (30) days notice to the City Secretary in the event physical or mental incapacity or disability renders the City Secretary incapable of performing the duties of the CITY SECRETARY pursuant to this Agreement for a period of ninety (90) consecutive days; or

**E.** The death of the City Secretary.

**10.2 Cause for Termination.** For purpose of this Agreement, circumstances constituting cause for termination shall be the following occurrences or acts involving or committed by the City Secretary:

-The City Secretary's conviction of, or pleading guilty or nolo contendere to, any felony or crime involving moral turpitude, including but not limited to driving while intoxicated or domestic abuse;

-The City Secretary's refusal, after written notice, to obey any lawful direction by the Council which is consistent with the duties and/or the City Charter hereunder; or,

-Any willful, knowing, or grossly negligent, misapplication or misuse, direct or indirect, by the City Secretary of public funds or other funds, or other property, real, personal or mixed, owned by or entrusted to the City or the City Secretary in the City Secretary's official capacity as CITY SECRETARY.

## **Section 11.**

**Rights and Remedies Upon Termination; Severance.** Upon the termination of the City Secretary's employment hereunder, the following rights and remedies shall be available as provided below.

- Termination for Death, Disability, Cause or Resignation. If the City Secretary's employment hereunder is terminated as a result of the City Secretary's death, disability, for cause, or by the City Secretary's unrequested resignation, then the City Secretary (or her estate, as applicable) shall be entitled to receive (i) the portion of the Salary due to the City Secretary through the effective date of the termination in accordance with the City's then current payroll practices, and (ii) any expense reimbursements due for expenses incurred in the performance of the City Secretary's duties prior to such effective date of termination, and (iii) any and all vacation leave and sick leave earned and not used prior to the effective date of

termination. Payment amounts under this Section shall be payable to the City Secretary (or her estate, as applicable) within thirty (30) days of the effective date of termination of the City Secretary's employment with the City.

- Termination without Cause or Termination as a result of City Secretary's Resignation at the request of City Prior to the End of the Term. If the City Secretary's employment hereunder is terminated by the City without cause pursuant to Section 10.1(B) hereof, or as the result of resignation by City Secretary upon the request of City, then the City Secretary shall be entitled to receive (i) the portion of the Salary due the City Secretary for the period up to the effective date of the termination; (ii) in addition, City Secretary shall receive a lump sum payment equal to six (6) months of her base salary, said payment to be paid within thirty (30) days after the effective date of separation; (iii) The City Secretary's benefits provided by Sections 4 through 6 hereof, including TMRS benefits, in effect as of such effective date of termination for the period set forth in (i) above; (iv) any expense reimbursements due hereunder for expenses incurred in the performance of his/her duties prior to such effective date of termination; and (v) payment for all accrued vacation leave and sick leave accrued prior to the effective date of termination.

## **Section 12: General Provisions**

**A. Authorization:** The Mayor is authorized by the City Council to execute this Agreement.

**B. Severability:** Invalid provisions do not affect remaining provisions.

**C. Governing Law:** Texas and U.S. law govern; venue is Harrison County, Texas.

**D. Entire Agreement:** This supersedes all prior agreements.

**E. No Property Right:** Except as expressly provided in the Agreement, nothing creates a property right to continued employment beyond the stated term.

**F. Dispute Resolution:** Parties shall submit disagreements to nonbinding mediation prior to litigation.

**G. Amendments and Waivers:** Any amendment must be in writing and signed by both parties. Waiver of one part does not waive any other part.

## **Signatures**

APPROVED AND AGREED TO this **23rd day of April 2026**.

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**Amy Ware, Mayor**

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**April N. Smith**



TO: City Council  
DATE: April 23, 2026  
ITEM #: 10.B  
SUBJECT: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074  
Personnel Matters: City Manager Recruitment.

**Recommendation for Action:**

**Executive Summary:**

**Focus Area(s):**

**Budget Cost:**

**Staff Contact:**

**Attachments:** None



TO: City Council  
DATE: April 23, 2026  
ITEM #: 11.A  
SUBJECT: Consider action regarding discussion from the executive session.

**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