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

AMENDED
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING

August 27, 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 **Items to be Withdrawn From Consent Agenda**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 August 13, 2026, Special-Called City Council Meeting. (City Secretary)
   B. Consider approval of the minutes from the August 13, 2026, Regular City Council Meeting. (City Secretary)
   C. Consider approval of 2026 Wonderland of Lights Interlocal Agreement with Harrison County. (Main Street)
   D. Consider approval of the declaration of certain vehicles as surplus property and authorization for staff to dispose of the surplus vehicles in accordance with applicable law. (Support Services)

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 **Consideration of Items Withdrawn From the Consent Agenda**

7. **Public Hearing & Ordinance**
   A. **O-26-19** Conduct a public hearing to consider approval of an ordinance regarding an application (Z-26-11) to rezone 3603 & 3605 S Washington Ave, Parcel R000007481 &

R000030292, a 0.5750 & 1.5700 acre lot, A-400, ASA LANGFORD SURVEY from A-E (Agriculture & Estate) to R-1 (Single Family Detached). (Planning)

8. Resolution

A. **R-26-16** Consider approval of a resolution setting a public hearing to be held on September 10, 2026 on the proposed FY27 Budget. (Finance)

B. **R-26-17** Tax Rate Discussion and consideration of approval of a resolution announcing the proposed tax rate of $0.668915 per $100 of valuation and scheduling a public hearing on the proposed tax rate and tax increase. (Finance)

9. Action Items for City Council Consideration

A. Consider approval of the acceptance of the 2025 Street Improvement Program and release of retainage. (Public Works)

B. Discussion and consideration of the approval of a contract for Project Management Services with Cumming Gallagher for the SL 390 Utility Relocation project. (City Manager)

10. Discussion and Reports for City Council Consideration and Direction

A. Report regarding needed appointments and reappointments to the various City boards, commissions, and committees. (City Secretary)

B. Consider and Possible Action on issuing a RFP for Construction Manager. (City Manager)

C. Report on 800 MHz radio system. (Support Services)

11. Adjournment

Posted: August 21, 2026
4:00 PM
N. Smith

Amended Agenda Posted: August 24, 2026
2:30 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.

The City Council of the City of Marshall reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda, as authorized by Texas Government Code Chapter 551. This includes, but is not limited to, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), and Section 551.087 (Economic Development Negotiations).

TO:	City Council
DATE:	August 27, 2026
ITEM #:	5.A
SUBJECT:	Consider approval of the minutes from the August 13, 2026, Special-Called City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the August 13, 2026, Special-Called City Council Meeting.

Executive Summary: Minutes from the August 13, 2026, Special-Called City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 8.13.26 Special-Called City Council Work Session Minutes

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

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

MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
August 13, 2026
4:15 PM

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

Mayor Amy Ware called the Special-Called meeting to order in the Second Floor Conference Room, 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:

Greg Smith, City Manager
Nikki Smith, City Secretary
Terri Nalls, Library Director
Christol Hall, HR/Civil Service Director
Scott Smith, Assistant Police Chief
Randy Pritchard, Support Services Director
Cheryel Carpenter, Community Engagement
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. Discussion on Marshall Public Library.

Greg Smith, City Manager, stated the purpose of the meeting was to provide an update on the library to the council, including a summary of events, status update, capital projects, flooring and furniture improvements, and security measures that could be put in place.

i. Summary of events

Alex Agnor, Assistant City Manager, provided a timeline of events for the library stating that on July 24, 2026, the insects were found, and the library was closed. On July 27, 2026, quotes were received for treatment, with Rentokil providing treatment on July 28, 2026. A follow-up inspection was conducted on July 30, 2026, with no activity found. On August 7, 2026, the weekly inspection found one live activity, which was treated. It was noted that some furniture and fixtures had to be disposed of. Cleaning was conducted between August 11th and 13th by DNC Cleaning Services.

Council engaged in discussion with representatives from Rentokil regarding the infestation, possible origin location, and the length prior to noticing.

ii. Current Status

Staff is anticipated to return to the library on August 17, 2026 and receive training on pest control and prevention. The library is anticipated to be opened to the public on August 18, 2026.

Councilmember Fenton joined via zoom at 4:28 PM.

The representatives from Rentokil explained the treatment used for the entire facility.

iii. Capital Projects

A discussion was held regarding the chiller system at the facility and other capital project needs for the library. Council asked for a complete evaluation of the library with budgetary numbers to be brought back at a future meeting.

Council discussed partnering with local colleges or the school district for a library facility.

iv. Security

A discussion was held regarding options to avoid future events, best practices to implement, and what security measures might be able to be used, such as limiting what patrons can bring in, who is allowed access to the facility, and turn styles.

Terri Nalls, Library Director, explained that barring access would result in the city losing its accreditation.

Council discussed other possible security measures, including implementing a no loitering policy, residency requirements, and having a security officer present.

v. Flooring/Furniture improvements

Gregg Smith provided a rough estimate quote for floor replacement, which was approximately $91,000.00 and includes removing the books, flooring the facility, and shelving the books.

The Rentokil representatives stated it was highly unlikely the insects are in the flooring because it is tight and has a high traffic flow and the insect prefers to be hidden.

4. Adjournment

Councilmember Abraham 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:	August 27, 2026
ITEM #:	5.B
SUBJECT:	Consider approval of the minutes from the August 13, 2026, Regular City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the August 13, 2026, Regular City Council Meeting.

Executive Summary: Minutes from the August 13, 2026, Regular City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 8.13.26 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
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
August 13, 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 6:01 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:

Greg Smith, City Manager
Scott Rectenwald, City Attorney
Lisa Pepi, Finance Director
Christol Hall, HR/Civil Service Director
Doug Box, Interim Public Works Director
Randy Pritchard, Support Services Director
Cheryel Carpenter, Community Engagement
Reggie Cooper, Neighborhood Code Enforcement Director
Cliff Carruth, Police Chief
Nikki Smith, City Secretary
David Rainwater, Fire Chief

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

A. Recognition of the August Yard of the Month winners.
Reggie Cooper, Neighborhood Code Enforcement Director, recognized the August 2026 Yard of the Month recipients; residential property Willie & Phyllis Knight, 1702

Speed Street, and the commercial property Noble Wealth Advisors, located at 219 E. Travis Street.

B. Presentation of the Employee of the Month - August. (Employee Engagement Committee)

Aleena Sepulvado, Employee Engagement Committee, stated the Employee of the Month for August is Adriana Garay, Facilities. The sponsor is Casey Slone Construction. Adriana Garay thanked everyone for the recognition and stated that she is happy to work for the City.

Councilmember Fenton joined remotely at 6:12 PM.

4. Citizen Comments

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

There were no citizen comments.

5. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

6. Consent Agenda

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

Councilmember Jordan-Anderson made a motion to approve the Consent Agenda. Councilmember Morris seconded the motion, which passed by a vote of 7:0.

A. Consider approval of the minutes from the July 23, 2026, Regular City Council Meeting. (City Secretary)

B. Consider approval of the minutes from the July 24, 2026, Special-Called City Council Meeting. (City Secretary)

7. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. Public Hearing & Ordinance

A. **O-26-18** Conduct a public hearing to consider approval of an ordinance to rezone 209 Sunset (Parcel R39608), a 0.4870 acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-2 (Single Family Detached). (Planning & Development)

Greg Smith, City Manager, stated the Planning & Zoning (P&Z) Board previously met regarding this item and approved the rezone. Response letters were received from three individuals from two different addresses and are included in the packet.

Mayor Ware opened the Public Hearing.

Jason Sutton, property owner, stated he was present to answer any questions.

Mayor Ware closed the Public Hearing.

Mark Priestner, Planning Consultant with Halff and Associates, stated the application is consistent with the surrounding block and complies with lots in the area. Mark Preistner confirmed three letters were received in protest, but their concerns were regarding possible multifamily units being built. The zoning requested is single family, R-2 with a 9,000 square foot minimum requirement and is consistent with the Future Land Use Map. Council previously discussed the yard, lot, and area requirements for R-1 and R-3 zoning designations, and tabled the item to allow for additional information to be provided. The property owner/applicant has since revised his plans and has proposed to subdivide the property into two lots. Mark Priestner explained the yard, lot and area requirements for R-1, R-2 and R-3 zoning designations and stated that Council can approve a less intense use than what P & Z approved.

Council confirmed with Mark Priestner that being R-2 the owner cannot make it three lots.

Councilmember Abraham made a motion to approve O-26-18, an ordinance to rezone 209 Sunset (Parcel R39608), a 0.4870 acre lot SUBD: A C HESTER, LOT 14B from R-1 (Single Family Detached) to R-2 (Single Family Detached). Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

9. Action Items for City Council Consideration

A. Consider approval for the Police Department to purchase an armored vehicle from Sentinel ARV. (Police)

Cliff Carruth, Police Chief, stated the Police Department is requesting approval to purchase a Sentinel Armored Rescue Vehicle (ARV) for operations and to maintain protection of the officers and citizens. Cliff Carruth explained the current vehicle's status, stating it has started breaking down and repairs are costly. It was pointed out that the current vehicle has been used 17 times this year, therefore a reliable vehicle is a critical need for the department. Cliff Carruth explained how the new vehicle is compatible with our infrastructure, unlike the current one; and mentioned that the new one is on a Ford F550 commercial chassis and would therefore be easier to have work performed if and when needed. There is an estimated delivery time of less than 180 days. Cliff Carruth stated the price is $391,850.00, including shipping from Florida, and that purchasing the vehicle at this time saves $20,000 since the model is already in production for the previous year's pricing. The vehicle will be purchased using Special Law Enforcement Funds with no General Fund impact and no taxpayer funds used. The current vehicle would still be kept by the department as a back-up and the new one would arrive completely outfitted.

Councilmember Godfrey made a motion to approve the Police Department to purchase an armored vehicle from Sentinel ARV. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

B. Consider approval of agreement for Construction Management "Owner Representative" with Cumming Gallagher. (City Manager)

Greg Smith, City Manager, introduced Steve Risser, Cumming Gallagher, who provided information about the company and stated they would act as an extension of the in-house staff and as a fiduciary. Steve Risser explained the general project implementation strategy, including all the phases of a project. Mike Rast, Project Manager with Cumming Gallagher, provided information on his background and what experience he would bring to the table. Steve Risser continued explaining the company's experience with infrastructure projects and stated they manage contracts on the City's behalf, making sure the contract is upheld, including final walk-thrus, and punch list completion of projects.

Council discussed the company history and acquisition, terms of the contract, and areas of concern within the contract.

Steve Risser addressed the fee structure of the contract, being a flat 3.5% fee for all projects or task orders, instead of a tiered rate per project.

i. Task Oder 20260801 SL 390 Utility Relocation

The cost of this task order, if approved, will be $14,302 per month, calculated by the 3.5% divided over the anticipated 18 months for completion.

A discussion was held regarding the cost, and it was stated that the project amount is based on scope, so the fee is fixed unless the total projects are under $15 million, then it will be determined on a tiered fee. It was also stated that any additional reimbursable fees have to be approved prior to being charged, and task orders have to be approved by the Council.

Council discussed the options of approving the task order and then having an RFP drafted and brought for approval.

Councilmember Abraham made a motion to table Task Oder 20260801 SL 390 Utility Relocation until the next meeting. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

ii. Task Order 20260802 WasteWater Treatment Plant Impovements

Councilmember Abraham made a motion to table Task Order 20260802 WasteWater Treatment Plant Impovements indefinitely. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

C. Discussion and approval regarding Convention Center lighting. (Facilities)

Reggie Cooper, Neighborhood Code Enforcement Director, stated this item is for a follow-up evaluation and staff recommendations. The existing parking lot lighting has experienced failures due to aging infrastructure, so a short-term solution of using portable lights was put in place. Reggie Cooper stated an updated pricing for solar lights has been provided, including equipment, installation, pole prep and painting at a cost of $55,568.71. A hardwire solution could be added to future CIP plans.

Council asked about the lights being replaced light for light per pole, if the lights can be relocated, and the warranty and functionality of the solar lights. It was stated the lights are being replaced light for light per pole, they can be relocated, they have a three-year warranty, and have several run modes that can be set for efficiency.

The item is on the agenda as a project, but there are three separate contracts and if any of them go over $50,000, it will be brought back before council for approval.

Councilmember Godfrey made a motion to approve the project as proposed and the City Manager will bring the contracts back if they go over $50,000 for any line item. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

D. Consider the approval of the FY 2026 Hotel Occupancy Tax (HOT) Fund Grant Application recommendations from the Visit Marshall Board. (Tourism & Main Street)
Lacy Burson, Main Street Manager, presented the FY26 HOT fund grant recommendations based on the Texas Two-Step Method and review by the Visit Marshall Board. The Texas Two-Step Method was explained as Step 1 — eligibility, which is determined by falling under one of seven guidelines; Step 2 — tourism impact evaluation. Lacy Burson provided the 2026 applicant information including amounts requested, event information and recommendations as follows:

$20,000 Josey Ranch
$1,500 Marshall Regional Arts Council
$3,500 Gobble Up the Cash Barrel Race
$8,000 Piney Park
$1,000 Marshall Symphony Society
$5,000 East Texas Performing Arts
$5,000 Boogie Woogie Corporation
$8,000 East Texas Baptist University Athletics Acrobatices and Tumbling
$5,000 Rüeggenbach Brewing Co - Rüeggenfest 2026
$1,000 The Art Alliance, LLC
Arena Caddo Kennel Club
Which would be a grand total for 2026 allocations of $58,000.

Councilmember Abraham made a motion to approve the FY 2026 Hotel Occupancy Tax (HOT) Fund Grant Application recommendations from the Visit Marshall Board. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

10. Executive Session

Councilmember Abraham made a motion to convene into Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0. The time was 7:54 PM.

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

B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

Councilmember Abraham made a motion to reconvene from Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0. The time was 8:35 PM.

11. Action Item Following Executive Session

A. Consider action regarding discussion from the executive session.

There was no action regarding this item.

B. Consider action regarding discussion from the executive session.

Councilmember Abraham made a motion to approve the City Manager and City Attorney to negotiate real property as discussed in executive session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

12. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Abraham 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:	August 27, 2026
ITEM #:	5.C
SUBJECT:	Consider approval of 2026 Wonderland of Lights Interlocal Agreement with Harrison County. (Main Street)

Recommendation for Action: Consider approval of the annual Wonderland of Lights Interlocal Agreement with Harrison County.

Executive Summary: The Wonderland of Lights Interlocal Agreement, once fully approved, will be effective from September 14, 2026, through January 31, 2027, covering a period of 140 days. Under this agreement, City employees are authorized to install lights and decorations on the Harrison County Historic Courthouse located in Downtown Marshall. As part of the agreement, Harrison County requires the City to maintain a $2 million insurance policy during this period to cover any potential damage to the Historic Courthouse.

Following City Council approval, the agreement will be presented to the Harrison County Commissioners Court for consideration. The County has reviewed the proposed agreement, which is consistent with the terms of the previous year's agreement. City staff does not anticipate any issues with approval by the Commissioners Court.

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

Budget Cost:

Staff Contact: Lacy Burson, Tourism & Main Street Administrator

Attachments: 1. 2026 Wonderland of Lights - Interlocal Aggreement

STATE OF TEXAS §

COUNTY OF HARRISON §

INTERLOCAL AGREEMENT
CITY OF MARSHALL AND HARRISON COUNTY
2026-27 COURTHOUSE LIGHT DISPLAY

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the____day of ____________, 2026, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation ("City") and HARRISON COUNTY, a political subdivision of the State of Texas ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter a joint agreement for the performance of the governmental function of constructing and maintaining public works projects and public infrastructure; and

WHEREAS, state law authorizes the City to engage in activities that promote economic development through tourism and visitor attraction and the City has determined that the Wonderland of Lights annual festival is a vital part of the City's tourism program; and

WHEREAS, the City requests to have access and use of the exterior of the Harrison County Historic Courthouse to install and attach Christmas decorations including light strands and other necessary wiring to illuminate the building; and

WHEREAS, the City and County agree that the lighted Historic County Courthouse has been the center piece of the Wonderland of Lights for over thirty years; and,

WHEREAS, the City of Marshall and the County of Harrison jointly participate in the celebration of the Christmas and New Year holidays by the decoration of the downtown areas of the City of Marshall and the Historic Harrison County Courthouse; and

WHEREAS, the Parties recognize that in order to properly decorate the Historic Harrison County Courthouse, access to that building, and the installation of lighting is necessary; and that given the delicate nature of the Courthouse, certain provisions regarding the protection and preservation of this structure are necessary; and

WHEREAS, the Parties have the legal authority to perform and to provide the governmental function and service which is the subject matter of this Agreement; and

WHEREAS, the City Council and County Commission find that the subject of this Agreement is necessary for the benefit of the public; and

WHEREAS, the Parties desire to enter a formal agreement to better outline each Party's obligations and responsibilities; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County permits and grants the City permission to enter upon the County's Property, specifically the Historic Courthouse structure and surrounding area (the "Property") to perform installation and placement of lights and other work necessary for the illumination of the Courthouse for the 2026 Wonderland of Lights, subject to the terms and conditions set forth below:

1. The term of this Right of Use shall be for a period of one hundred and forty (140) days beginning on September 14, 2026 and ending January 31, 2027. During the term the City shall have access to the exterior of the Courthouse for the purpose of installing, repairing, removing and otherwise maintaining the lights and electrical wiring installed by the City, on and around the Courthouse. The County agrees to provide the City with prior twenty-four (24) hour notice of any event that prohibit the City's access to the Courthouse. The use of the east side parking lot will begin October 12, 2026.

2. In consideration of the County granting this Agreement, the City, to the extent allowed by Texas law, shall be solely responsible for and liable for any injury or damage to persons or property, arising out of any negligent act or willful act or misconduct of the City and/or its employees, agents, contractors, subcontractors, independent contractors, or authorized representatives. To the extent allowed by Texas law, the City agrees it shall indemnify and hold harmless the County and the County's officers, directors, members, employees, agents, and representatives against any expense, loss, cost, claim, demand, suit, judgment, suffered or incurred as the result of any breach by the City, its agents, servants, employees, contractors, or subcontractors, of any covenant or condition of this Agreement, or as a result of the City's use of the Courthouse, or the carelessness, negligence, or improper conduct of the City, its agents, servants, employees, contractors or subcontractors, which causes any loss, cost, claim, suit, judgment, or liability to be incurred by the County.

3. The City of Marshall shall provide to Harrison County evidence of liability/casualty and general loss insurance protection in a minimum sum of $2,000,000.00 (Two Million Dollars), with a rider to protect Harrison County as a named beneficiary against any and all losses which may arise from the access to, and installation upon, the Historic Harrison County Courthouse for holiday lighting, and particularly against damages incurred to the building, grounds, or persons associated with the City's activities, including roof tiles, columns, railings, eaves, dormers, cupola, statuary or other fixtures and/or attachments thereto, including decorative carvings and stained glass windows.

4. All work shall be done at the City's sole discretion, and with such care, diligence and cooperation between the City and County personnel as will avoid accident, damage, or harm to persons or property.

5. The City shall use care when installing lights, wiring, or any other materials to the Harrison County Courthouse and not use any type of screws, nails, or adhesive that will damage the Courthouse structure or cause damage to any component of the Courthouse's

outer structures, walkways, or retaining walls. The City shall be responsible for any damage caused by it to the Courthouse and for repairing such damage. Furthermore, upon the termination of this Agreement or upon completion of the City's use of the Property, the City agrees to promptly remove the lights and decorations and to repair, correct, and restore any damages, changes, and/or alterations to the Property caused by City's entry upon and/or use of the Property.

6. Only City Employees will be allowed on the building and balconies, in observance of all standard safety procedures. The City will provide a licensed electrician to oversee all wiring and lighting installation, as well as utilities.

7. Courthouse decoration does not include use of balconies. The west side of the Courthouse parking lot will remain open for County and public use without obstruction.

8. The City shall designate four additional handicapped parking spaces on the west side of the courthouse at the south handicapped entrance ramps.

9. Within 24 hours of its occurrence, the City shall notify the County of any damage to the Courthouse. The City agrees to accept full responsibility for any and all damages, including damage to the exterior of the Courthouse and any other portions of County property, as a result of the City's operations thereon. The City further agrees to promptly repair any such damage in accordance with the County's instructions**.** Any such required repairs shall be promptly paid by the City from current revenues available to the City for such purposes

10. The rights of the City hereunder are not assignable, in whole or in part, without the prior written consent of the County.

11. If any of the foregoing provisions are held for any reason to be unlawful or unenforceable, such unlawful or unenforceable part shall be severed from this Agreement and the remaining terms of the Agreement shall remain in full force and effect.

12. Notices, correspondence, and all other communications shall be addressed to City of Marshall and submitted to the following:

City of Marshall
PO Box 698
Marshall, TX 75671
Attn: Greg Smith, City Manager
(903) 935-4421

Notices to County shall be delivered to:

`

Harrison County Judge
Chad Sims
#1 Peter Whetstone Square Room 314
Marshall, Texas 75670
(903) 935-8401

13. Nothing in this agreement shall be construed to waive any immunities provided by law, either to governmental employees (official, governmental, judicial or quasi-judicial immunity), or to the governmental entities themselves (sovereign immunity).

14. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.

15. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Harrison County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Harrison County, Texas.

16. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce every provision hereof. No term of this Agreement shall be deemed waived or breached by the failure to identify and expressly enforce any right or obligation imposed by this agreement. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.

17. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered, by and between the City of Marshall and Harrison County, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF MARSHALL	**HARRISON COUNTY**
______________________	______________________
Greg Smith, City Manager	**Chad Sims, County Judge**
Date:__________________	**Date:_____________**
ATTEST	
______________________	______________________
Nikki Smith, City Secretary	**Heather Henigan, County Clerk**

TO:	City Council
DATE:	August 27, 2026
ITEM #:	5.D
SUBJECT:	Consider approval of the declaration of certain vehicles as surplus property and authorization for staff to dispose of the surplus vehicles in accordance with applicable law. (Support Services)

Recommendation for Action:

Executive Summary: The purpose of this memorandum is to request official approval to declare the attached list of City-owned vehicles as surplus property. The units listed have reached the end of their service life, are no longer active within municipal operations, or have been fully decommissioned.

Background & Action Plan

Formal declaration as surplus is required before staff can proceed with liquidating municipal fleet assets. Upon approval, staff will make the necessary arrangements to dispose of the assets through one or both of the following channels:

- **Public Online Auction:** Listing units on authorized auction platforms to maximize cost recovery for the City.
- **Interlocal Agreement:** Transferring eligible vehicles or equipment directly to partnering local government entities or emergency service districts pursuant to state interlocal cooperation guidelines.

Recommendation

Staff recommends approval of the surplus declaration to allow for the timely sale, transfer, and removal of these items from the City's active fleet inventory and insurance coverage.

Attachment: List of Decommissioned Fleet Vehicles

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

Budget Cost:

Staff Contact: Randy Pritchard, Support Services Director

Attachments: 1. vehicles to declare surplus

Vehicles to declare as surplus 8/19/2026

1999	FORD	F150	1FTRF17W7XKB19216
2012	Ford	F150	1FTFW1EF4CFB83917
2010	DODGE	Charger	2B3AA4CV6AH248347
2007	Ford	Expedition	1FMFU15577LA81589
2012	Dodge	Charger	2C3CDXAG4CH163650
2012	Dodge	Charger	2C3CDXAG2CH159404
2012	Dodge	Charger	2C3CDXAG8CH184713
2015	Dodge	Charger	2C3CDXAG1FH817699
2015	Dodge	Charger	2C3CDXAG8FH817702
2015	Dodge	Charger	2C3CDXAG0FH890935
1998	FORD	BUS/VAN	1FBNE31L5WHC10741
2015	Ford	F150	1FTEX1C82FKP30941
2003	Chevrolet	Tahoe	1GNEK13V63J265315
2008	CHEVROLET	AVALANCHE	3GNFK12328G107678
2006	Chevrolet	Impala	2G1WS581069366885
2006	Chevrolet	Impala	2G1WS581869372269
2010	Dodge	CHARGER	2B3C84CD6AH305887
2011	Dodge	CHARGER	2B3CL3CG7BH562542
2008	Chevrolet	Impala	2G1WS583181257404
2010	Dodge	CHARGER	2B3CA4CV2AH239380
2011	Dodge	CHARGER	2B3CL3CG5BH543228
2012	Dodge	CHARGER	2C3CDXAG0CH2401430
2009	Ford	Expedition	1FMFU15569LA12511
2010	Dodge	Charger	2B3AA4CV8AH248348
2006	FORD	CROWN VIC	2FAHP71W16X144165
2012	DODGE	CHARGER	2C3CDXAG2CH184710
2019	FORD	EXPLORER	1FM5K8AR5KGA30130
2019	FORD	EXPLORER	1FM5K8AR8KGA30137
2004	MAZDA	RX-8	JM1FE17N240131987
2010	DODGE	Charger	2B3AA4CV4AH303409
2017	FORD	EXPLORER	1FM5K8AR7HGA36097
2002	Ford		1FTSW31F02EC96588
2005	Ford	F-350 Utility Truck	1FTWW31P76EA19114
2015	Ford	F650 Dump Truck	3FRNF6HP4FV680142
2015	Ford	F650 Dump Truck	3FRNF6HP6FV680143
2005	GMC	Savana 3500	1GBG6C1E95F513569
2018	Ford	F150 Super Cab	1FTEX1CB6JKF83720
2017	Ford	Interceptor SUV	1FM5K8AR3HGA36100
2007	Ford	F150 1/2T	1FTRX12W07KD30620

2013	Ford	F150 Super Cab	1FTEX1CM7DFB46419
2018	Ford	F150	1FTMF1C88GKD82297
2014	TOYOTA	COROLLA	5YFBURHE3EP118140
2019	Ford	F250	1FTBF2A66KEG40001
2020	FORD	F250 Super Duty	1FT7W2A64LED86747
2019	FORD	EXPLORER	1FM5K8AR7KGA30131
2019	FORD	EXPLORER	1FM5K8AR2KGA30134
2019	FORD	EXPLORER	1FM5K8AR6KGA30136
2019	Chevrolet	Colorado	1GCGSBA1K1174016
2003	FORD	crown Vic	2FAHP71W23X176411
2008	Ford	f250	1FTWW31R08EB76990
2001	Chevrolet	Impala	2G1WF55K119362936
2015	Chevy	Impala	2G1WF52KB59304817
2004	Chevrolet	IMPALA	2G1WF55K349343616
1987	Chevrolet	VAN	2GTDG15H8H4508779
2006	Chevrolet	1500	3GCEC14V76G255497
2012	Chevrolet	2500HD	1GCOCVCG1CF146082
1994	FORD	F-250	1FTHF25H6RNB35074
2006	Chevrolet	2500	1GCHC24U06E184676
2001	Ford	f250	1FTNF20L21ED33489
2002	Chevrolet	2500	1GBGC24U32Z305090
2013	Ford	F150 1/2T	1FTMF1CM0DKE77609
2013	Ford	F150 1/2T	1FTMF1CM4DKE77610
2014	Ford	F150 1/2T	1FTMF1CM2EKF43110
2010	Dodge	Charger	2B3AA4CVXAH303396
2010	Dodge	charger	2B3AA4CV3AH303398
2007	Ford	crown Vic	2FAFP71W37X132091
2008	FORD	crown Vic	2FAHP71V48X154456
1998	Ford	f150	1FTRF17W9WKB61689
2007	Ford	crown Vic	2FAHP71W97X145663
2000	Ford	crown Vic	2FAFP71W8YX162561
2001	Chevrolet	1500	1GCEC14V71Z305470
2002	GMC	C15903	1GCEC14V42Z188502
2008	Ford	Expedition	1FMJU1F51AEB62527
2003	Chevrolet	impala	2G1WF55K339264848
2019	Ford	Transit	NM0LS6E27K1385121
1996	FORD	Van	1FTFS24H6THB03106
2006	Chevrolet	Impala	2G1WSS81X69370944
2014	Ford	F150 1/2T	1FTMF1CM9EKG34679
2002	Ford	F250	1FTNF20L01ED33488
2010	Ford	F150	1FTMF1CWXAKE17430
2015	Ford	Escape	1FMCU0F72FUB50887

2020	Ford	Escape	1FMCU0F66LUB79358
2018	Dodge	CHARGER	2C3CDXBG1JH145554
2020	Ford	F250 Super Duty	1FT7W2B62LED58539
2016	Ford	F350	1FDRF3G66GEC41460
1997	Ford	F150 1/2T	1FTDF1765VN041274
2010	Ford	F150 1/2T	1FTMF1CW8AKE21282
2018	Ford	F250 3/4T	1FT7X2A61JEB56870
2012	Ford	F350	1FDRF3G69CEC95913
2002	Ford	F550	1FDAF56F62EC19574
2012	Ford	F550	1FDUF5G58CEB79484
2011	Ford	F350 1T	1FDFRF3G61BEA1587
1998	Freightliner	FL112	1FVXTWEB6WH968315
2017	Ford	F150	1FTMF1C80HKD61476

TO:	City Council
DATE:	August 27, 2026
ITEM #:	7.A
SUBJECT:	**O-26-19** Conduct a public hearing to consider approval of an ordinance regarding an application (Z-26-11) to rezone 3603 & 3605 S Washington Ave, Parcel R000007481 & R000030292, a 0.5750 & 1.5700 acre lot, A-400, ASA LANGFORD SURVEY from A-E (Agriculture & Estate) to R-1 (Single Family Detached). (Planning)

Recommendation for Action: Following the public hearing, consider approval of an ordinance regarding a rezoning request for 3603 & 3605 S. Washington Ave (Parcel R000007481 & R000030292), a 0.5750 & 1.5700 acre lot, A-400, ASA LANGFORD SURVEY from A-E (Agriculture & Estate) to R-1 (Single Family Detached).

Executive Summary: On August 10, the Planning and Zoning Commission conducted a public hearing to consider and make a recommendation to the City Council regarding rezoning request for 3603 & 3605 S. Washington Ave (Parcel R000007481 & R000030292), a 0.5750 & 1.5700 acre lot, A-400, ASA LANGFORD SURVEY from A-E (Agriculture & Estate) to R-1 (Single Family Detached).

Mark Priestner, Planning Consultant, provided a summary of the request. The applicant is requesting the zoning change to comply with zoning requirements and plans to subdivide the property. The requested zoning designation of R-1 is consistent with how the area is being developed. The City's Future Land Use Map (FLUM) identifies this property as rural and low density residential. The request is consistent with the FLUM.

Notices were mailed to owners within 200' of the proposed change. Of the 12 notices sent, three were returned in opposition and are included in the attachments.

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 3:1 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: None.

Staff Contact: Planning Consultant: Mark Priestner, Halff and Associates, Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives

Attachments:
1. Z-26-11 Rezone Packet
2. Z-26-11 Response Letters (3)
3. ORD - 3603 & 3605 S Washington Rezone

P&Z Agenda Information Sheet

August 10, 2026

A. **<u>Agenda Item – Z-26-11</u>**: Conduct a public hearing to consider an application to rezone 3603 & 3605 S Washington Ave, Parcel R000007481 & R000030292, a 0.5750 & 1.5700 acre lot, A-400, ASA LANGFORD SURVEY from A-E (Agriculture & Estate) to R-1 (Single Family Detached).

B.

Applicant:	Manuel Robles 3603 S Washington MARSHALL, TX 75670
Property Owner	Same as above
Surrounding Property Notices	12 Notices Sent within 200 ft. of the Site 0 Responses in favor 2 Responses against
Location Map:	

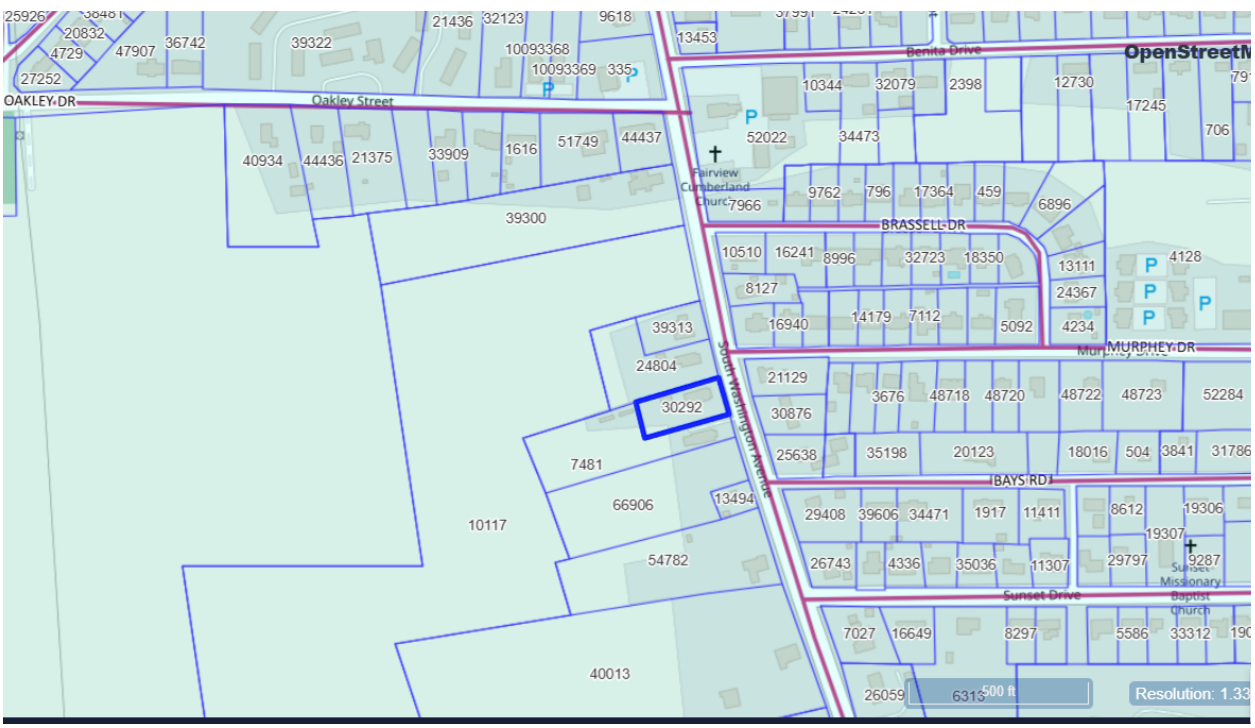


Figure 1: Z-26-11

Background & Summary of Request:

The applicant is requesting to rezone 3603 & 3605 S Washington Ave from A-E (Agriculture & Estate) to R-1 (Single Family Residential in order to split the lot into two properties.

Picture of the Site:

Figure 2: front of property

Existing Conditions:

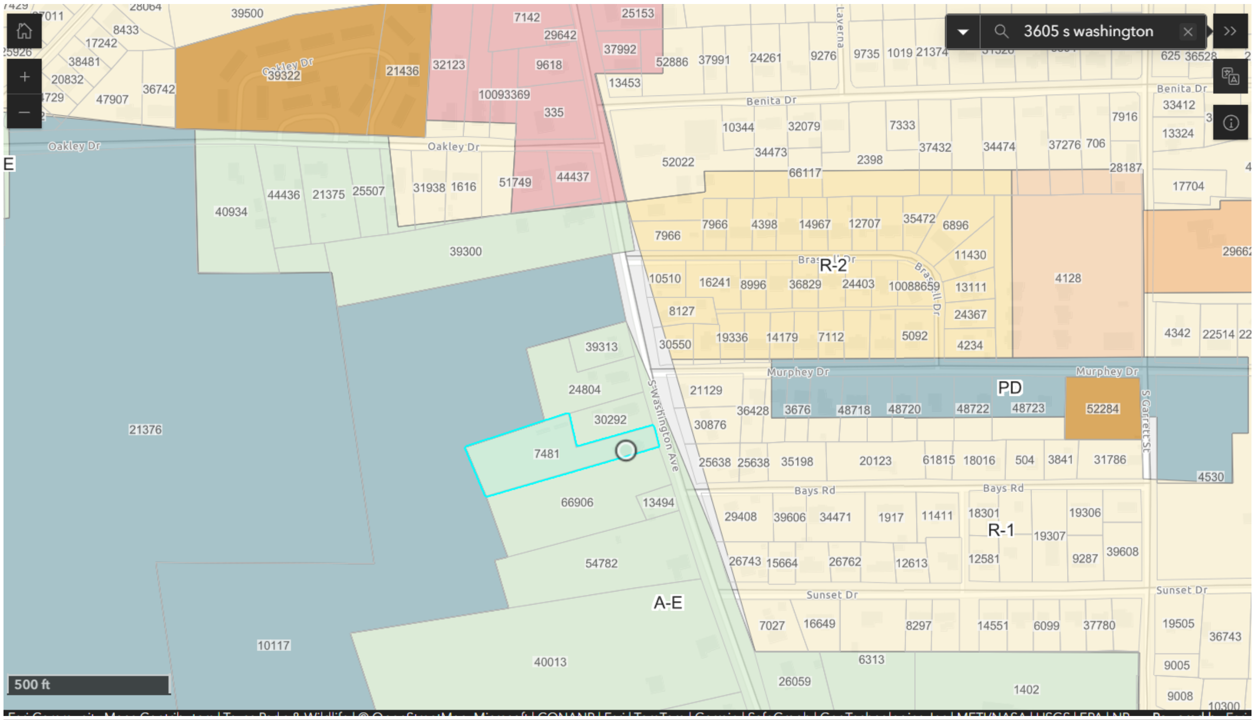
The property is currently developed with an existing structure. The applicant is seeking to split the lots in a different manner.

The table below outlines the surrounding zoning and land uses:

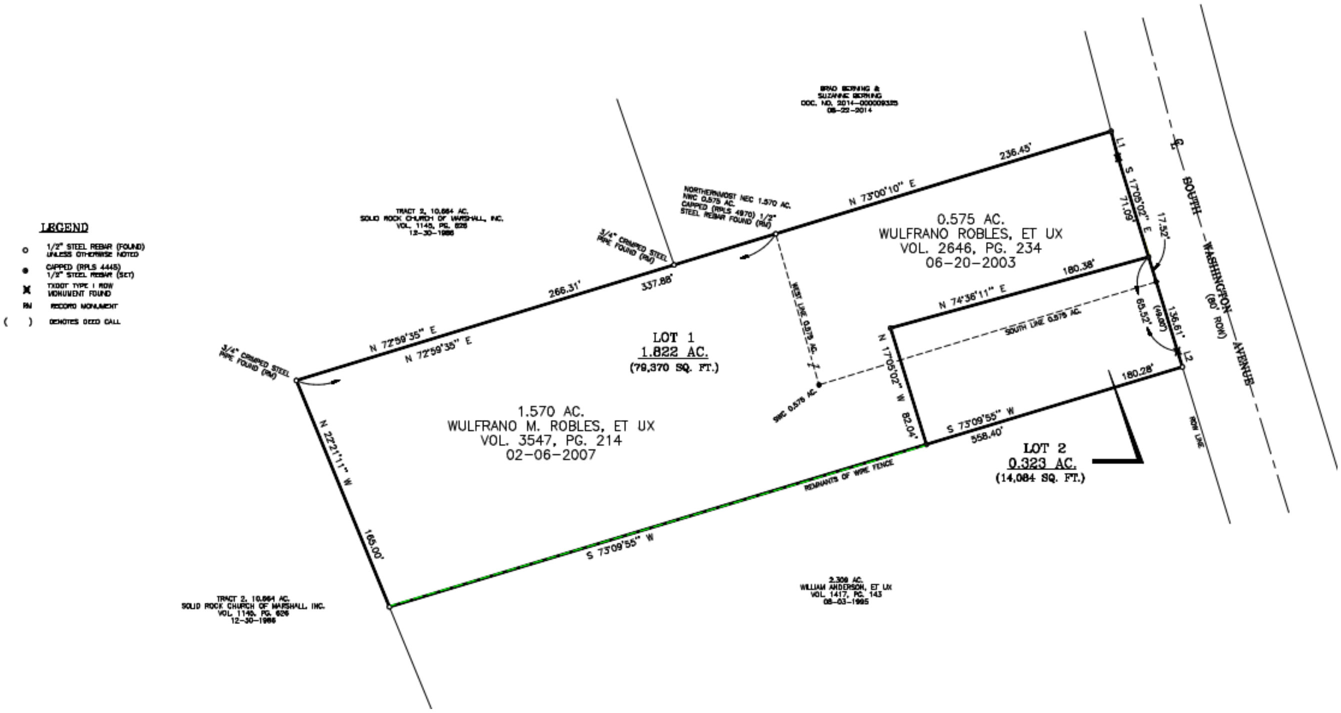
	Zoning Classification	Land Use
North of the Property	AE (Agriculture and Estate)	Mix of residential and vacant
East of the Property	R-1 (Single Family Residential)	Single Family Homes
South of the Property	AE (Agriculture and Estate) and	Mix of residential and vacant
West of the Property	PD (Planned Development District)	Undeveloped rural

Existing infrastructure exists along S Washington

Zoning Classification Analysis:

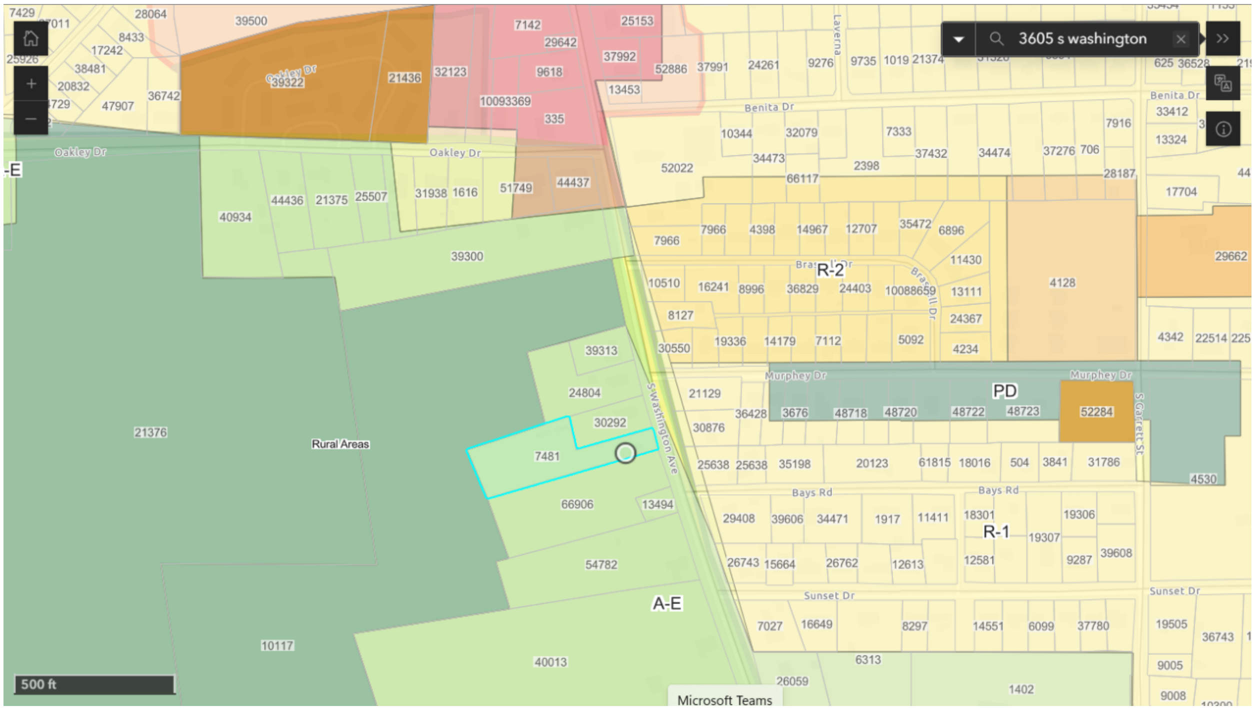


The proposed site is located in a mostly ruralarea that is largely made up of agriculture and large lot single family residences. It is, however, located directly across from predominately R-1 Single Family residences. This area is likely to see more R-1 as the AE designation has a 2 acre minimum size, thus limiting the subdivision of property.



Comprehensive Plan and Future Land Use Map Analysis:

The Future Land Use map identifies this property as Rural and low density residential. The request is consistent with the Future Land Use Map.



Notices were sent out to owners of property within 200’ of the proposed chenge. Of the 12 notices sent out, two were returned in opposition although no reaso was provided.

Suggested Motions:

1. Staff recommends approval of case number Z-26-11.

CASE NUMBER/NAME: Z-26-11/ 3603 & 3605 South Washington Ave

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** 8/10/26 at 6:00 p.m. and before the City Council on **THURSDAY,** 8/27/26 at 6:00 p.m. in the Jean Birmingham Council Chambers of City Hall, 401 S. Alamo Blvd.

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

William Anderson
Name (Please print)

William Anderson
Signature

3201 South Washington
Mailing Address

903-770-9296
Phone #

8-1-2026
Date

Dear Commission Members,

Robbie and I have resided at 3701 S. Washington Avenue for the past 42 years. We value the unique character of our neighborhood, which offers the convenience of small-town living while maintaining a rural atmosphere due to the undeveloped acreage on the west side of South Washington. We have maintained our property in a manner that enhances the appearance and natural beauty of the area for our neighbors and the community.

Because our property shares a boundary with the property under consideration, we are directly affected by the proposed rezoning. For the following reasons, we respectfully request that the Commission deny this rezoning request.

- **Potential impact on neighboring property values.** The property in question already contains two rental houses. Adding a third residence on the same property would increase its density and could alter the character of the surrounding area. We are concerned that this change may have a negative effect on the value and desirability of neighboring properties.
- **Loss of privacy for adjacent property owners.** Constructing an additional residence at the rear of the property would place it directly within the sightline of our backyard and the backyard of our neighboring property at 3607 S. Washington Avenue. This would significantly diminish the privacy that homeowners in this area have enjoyed for many years.
- **Increased water runoff and drainage concerns.** Additional development usually requires additional paved surfaces. Increased pavement can result in greater water runoff, potentially worsening existing drainage issues and negatively affecting neighboring properties.

The current undeveloped character of this property contributes to the appeal and quality of life enjoyed by nearby residents. The proposed rezoning would introduce greater residential density and associated impacts that are not consistent with the established character of the area.

We respectfully ask the Commission to carefully consider the concerns of the neighboring property owners and deny this rezoning request.

Thank you for consideration of our concerns.

William and Robbie Anderson
William and Robbie Anderson
3701 S Washington Ave

CASE NUMBER/NAME: Z-26-11/ 3603 & 3605 South Washington Ave

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** 8/10/26 at 6:00 p.m. and before the City Council on **THURSDAY,** 8/27/26 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 ✓

RAYNETTE BROADNAX
Name (Please print)

Raynette Broadnax
Signature

3700 So. Washington Ave
Mailing Address

903-927-5419
Phone #

July 30, 2026
Date

CASE NUMBER/NAME: Z-26-11/ 3603 & 3605 South Washington Ave

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** 8/10/26 at 6:00 p.m. and before the City Council on **THURSDAY,** 8/27/26 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 RH

Please read & consider attached letter.

Rhony Howell
Name (Please print)

RHowell
Signature

3607 South Washington Ave
Marshall, TX 75672
Mailing Address

(903) 360-9700
Phone #

8/5/2026
Date

Dear Mayor and Members of the Marshall City Council,

I am writing to respectfully request that the City Council deny the rezoning request for the property located at **3603 and 3605 South Washington Avenue**, identified as **Case Number Z-26-11**.

I own and live at **3607 South Washington Avenue**, directly next to the property involved in this request. Because my home immediately borders the property, I would be one of the homeowners most directly affected by the proposed rezoning and division of the land into two tracts.

The property is currently zoned A-E, Agriculture and Estate, which is consistent with the larger lots, open space, and lower-density character of this portion of South Washington Avenue. The requested change to R-1, Single-Family Detached, would allow the property to be divided into smaller tracts and developed more densely. As the adjoining homeowner, I am concerned that this change would permanently alter the character of the area and create impacts that may not occur under the property's current zoning.

My biggest concern is how additional development could affect the privacy and peaceful use of my home and yard. Depending on where another residence, driveway, or other improvements are placed, they could be located very close to my property line and create a direct view into areas of my property that are currently private.

I am also concerned about drainage and water runoff. Adding another residence, driveway, concrete, or other paved areas could change the way water drains from the property and potentially direct additional runoff toward my home and yard. As the immediately adjoining homeowner, any drainage issue created by future development could have a direct effect on my property.

The larger lots and open space along this portion of South Washington Avenue are part of what makes the area peaceful and desirable. Dividing the property and allowing additional residential development would increase the density of the area and change the character of the neighborhood for the homeowners who already live here.

I understand that property owners may wish to make changes to their property. However, this request is not simply for the construction of a home. It is a request to change the property from Agriculture and Estate zoning to Single-Family Residential zoning so that it may be divided into two tracts. Because my home directly borders the property, I believe the effect of that zoning change on my privacy, drainage, property enjoyment, and the established character of the area should be carefully considered.

For these reasons, I respectfully ask the City Council to **deny the rezoning request** for **Case Number Z-26-11**.

Thank you for your time and consideration.

Rhory Howell

Rhory Howell
3607 South Washington Avenue
Marshall, Texas 75670
(903) 360-9700

ORDINANCE NO. ______

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE 3603 & 3605 S WASHINGTON AVE, PARCEL R000007481 & R000030292, A 0.5750 & 1.5700 ACRE LOT, A-400, ASA LANGFORD SURVEY FROM A-E (AGRICULTURE & ESTATE) TO R-1 (SINGLE FAMILY DETACHED).

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 August 10, 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 27th day of August 2026, 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 changes and after hearing all parties and citizens desiring to be heard, deems that the following changes are necessary and for the best interest of the general welfare of the citizens of the City of Marshall, Texas.

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

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

Section 2. THE ZONING DISTRICT MAP ESTABLISHED BY ORDINANCE NO. O-87-13 IS HEREBY AMENDED TO REZONE 3603 & 3605 S WASHINGTON AVE, PARCEL R000007481 & R000030292, A 0.5750 & 1.5700 ACRE LOT, A-400, ASA LANGFORD SURVEY FROM A-E (AGRICULTURE & ESTATE) TO R-1 (SINGLE FAMILY DETACHED).

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

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

AYES: ________
NOES: ________
ABSTAINED: _______

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

ATTEST:

____
CITY SECRETARY

TO:	City Council
DATE:	August 27, 2026
ITEM #:	8.A
SUBJECT:	**R-26-16** Consider approval of a resolution setting a public hearing to be held on September 10, 2026 on the proposed FY27 Budget. (Finance)

Recommendation for Action: Staff recommends that City Council approve resolution R-26-16 setting the date for the required public hearing on the FY2026 Budget and direct staff to publish the notice of the hearing in accordance with state law.

Executive Summary: The proposed Fiscal Year 2027 Budget will be filed with the City Secretary on or before August 25, 2026. Upon filing, the proposed budget will be made available for public inspection and posted on the City's Internet website, as applicable, in accordance with Texas Local Government Code Chapter 102.
Staff recommends that the City Council establish September 10, 2026, as the date for the public hearing on the proposed Fiscal Year 2027 Budget. The public hearing will provide an opportunity for any person to attend and participate prior to Council action on the proposed budget.
Following the public hearing and completion of the required budget process, the Fiscal Year 2027 Budget is scheduled for Council consideration and adoption on September 24, 2026.

Focus Area(s): Focus Area of Improving Communication

Budget Cost: N/A

Staff Contact: Lisa Pepi, Finance Director

Attachments: 1. Budget_Resolution

RESOLUTION NO.: R-26-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS, ESTABLISHING THE DATE, TIME, AND LOCATION OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2027 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Marshall, Texas, is required to hold a public hearing on the proposed annual budget; and

WHEREAS, the City Council desires to establish the date, time, and location for the public hearing on the proposed Fiscal Year 2027 Budget and to provide for public notice of the hearing in accordance with applicable law.

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

SECTION 1.

The City Council of the City of Marshall, Texas, shall hold a public hearing on the proposed Fiscal Year 2027 Budget on September 10, 2026, at 6:00 PM, in the City Council Chambers, 401 South Alamo, Marshall, Texas, 75670.

SECTION 2.

Any person may attend and participate in the public hearing on the proposed FY 2027 Budget.

SECTION 3.

The City Secretary is hereby authorized and directed to provide public notice of the date, time, and location of the public hearing and to cause any required notice to be published in accordance with applicable law.

SECTION 4.

This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the 27th day of August, 2026.

____

Mayor

ATTEST:

____

City Secretary

TO:	City Council
DATE:	August 27, 2026
ITEM #:	8.B
SUBJECT:	**R-26-17** Tax Rate Discussion and consideration of approval of a resolution announcing the proposed tax rate of $0.668915 per $100 of valuation and scheduling a public hearing on the proposed tax rate and tax increase. (Finance)

Recommendation for Action: Following the tax rate discussion, consider approval of a resolution announcing the proposed tax rate of $0.668915 per $100 valuation and scheduling a public hearing on the proposed tax rate and tax increase.

Executive Summary: In support of the FY2027 Annual Budget, staff is proposing a tax rate of $0.668915 per $100 valuation for Tax Year 2026. This rate is equal to the calculated voter-approval tax rate and exceeds the no-new-revenue tax rate. State law requires that a public hearing be held by the governing body before adopting the proposed tax rate.

The subject resolution announces the proposed tax rate and its M&O and I&S components and provides for the scheduling of public hearing(s) on the proposed tax rate and tax increase. The public hearing will be held on Thursday, September 24, 2026, during the regular City Council meeting. The public is urged to attend these public hearings and express views on the proposed tax rate.

PROPOSED TAX RATE	$0.668915 per $100
PRECEDING YEAR'S TAX RATE	$0.581518 per $100
NO-NEW-REVENUE TAX RATE	$0.547883 per $100
VOTER-APPROVAL TAX RATE	$0.668915 per $100

PROPOSED RATE COMPONENTS: M&O $0.501904 per $100; I&S $0.167011 per $100; Total $0.668915 per $100.

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for the City of Marshall from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval tax rate is the highest rate that the City of Marshall may adopt without holding an election to seek voter approval of the rate. This rate divides property taxes into two categories – Maintenance and Operations (M&O) and Interest and Sinking (I&S, or debt rate).

The voter-approval rate accounts for the M&O rate plus 3.5% adjusted for sales tax-property tax reduction, the unused increment rate, and the debt rate.

The proposed tax rate is greater than the no-new-revenue rate. This means that the City of Marshall is proposing to increase property taxes for the 2026 tax year. The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Marshall is not required to hold an election.

The City Council's vote on the subject resolution will be recorded in the public hearing notice for the adoption of the tax rate.

Formal adoption of the tax rate will follow the public hearing on September 24, 2026.

Focus Area(s): Improving Infrastructure; Improving Community Appearance; Investing in our Workforce; Improving Customer Service; Improving Communication

Budget Cost: N/A

Staff Contact: Lisa Pepi

Attachments: 1. R-26-17_TR_Announcement

RESOLUTION NO. R-26-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF MARSHALL, TEXAS ANNOUNCING A PROPOSED TAX RATE OF $0.668915 PER $100 VALUATION AND VOTING TO PLACE AN ACTION ITEM TO ADOPT THE TAX RATE ON A FUTURE COUNCIL AGENDA

WHEREAS, the Tax Code of the State of Texas requires the governing body to announce a tax rate and schedule and announce the date and time to adopt a tax rate if the tax rate exceeds the no-new-revenue tax rate or voter-approval tax rate, whichever is lower; and,

WHEREAS, the Council of the City of Marshall proposes to adopt a total tax rate of $0.668915 per $100 valuation for the City's FY2027 Budget, consisting of a Maintenance and Operations (M&O) rate of $0.501904 and an Interest and Sinking (I&S) rate of $0.167011, which exceeds the no-new-revenue tax rate; and,

WHEREAS, since the proposed tax rate will exceed the no-new-revenue tax rate; now, therefore

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

That the City Council will on September 24, 2026 at 6:00 PM in the City Council Chambers, Marshall City Hall, 401 South Alamo, hold a public hearing on the proposed total tax rate of $0.668915 per $100 of valuation, consisting of an M&O rate of $0.501904 and an I&S rate of $0.167011, and that the City Council will take action to adopt the tax rate following the required public hearing process on September 24, 2026 in support of the City's FY2027 Budget for the fiscal period January 1, 2027 through December 31, 2027.

PASSED, APPROVED, AND ADOPTED this ____ day of ________________, 2026.

YEA: __________

NAY: __________

ABSTAIN: ______

____

Mayor of the Council

City of Marshall, Texas

ATTEST:

____

City Secretary

TO:	City Council
DATE:	August 27, 2026
ITEM #:	9.A
SUBJECT:	Consider approval of the acceptance of the 2025 Street Improvement Program and release of retainage. (Public Works)

Recommendation for Action: Motion to approve the acceptance of the 2025 Street Improvement Program and release of retainage.

Executive Summary:

The City of Marshall's 2025 Street Improvements Program has been substantially completed by Rayford Truck & Tractor. Hayes Engineering performed the final inspection on August 11, 2026, found no deficiencies, and confirmed that all punch-list items have been addressed. The contractor has also submitted an affidavit confirming that all project-related bills have been paid. Hayes Engineering recommends final payment and acceptance of the project.

The original contract was $1,353,180, with $75,077.80 in approved change orders, resulting in an adjusted contract amount of $1,428,257.80. The final amount is $1,431,543.14.

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

Budget Cost: $71,577.15

Staff Contact: Douglas Box, Interim Director of Public Works
Stan Hayes, Hayes Engineering, City Engineer of Record

Attachments: 1. Final Pay Request

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

August 11, 2026

Mr. Douglas Box, Interim PW Dir
City of Marshall
P.O. Box 698
Marshall, TX 75671

RE: Marshall 2025 Street Program

Dear Mr. Box:

I have performed a final inspection for the referenced project and noted no deficiencies. The contractor has addressed all of the punch list items, submitted an affidavit of bills paid and I recommend final payment and acceptance.

If you have any questions, please feel free to call.

Thank you,
HAYES ENGINEERING, INC.

Stanley R. Hayes, P.E.
Principal

cc: Mr. Greg Smith, City Manager

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRISON §

Personally, before me the undersigned authority, on this day appeared **Rayford "Bud" McCracken**, who being duly sworn on oath, says that he is a legal representative of **Rayford's Truck and Tractor** and that the contract for the construction of the project, designated as:

CITY OF MARSHALL 2025 Street Program

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

Signature
OWNER
Title

Sworn to and subscribed before me this, the 11 day of August 2026.

Linda McCracken
Notary Public in and for

Harrison County, Texas

LINDA K. MCCRACKEN
My Notary ID # 6984454
Expires June 19, 2029

Instructions:

If the developer or contractor is an individual, he/she shall sign the affidavit. If the developer or contractor is a partnership, any partner may sign the affidavit. If the developer or contractor is a corporation, a person authorized by the by-laws of by the Board of Directors shall sign the affidavit and a corporate resolution must accompany the affidavit showing such authority. If the developer or contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of the partnership accompanied by proof of authority. If the developer is or contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership accompanied by proof of authority.

(903) 935-2757 (903) 388-6899 (mobile)

RAYFORD'S TRUCK & TRACTOR
P.O. BOX 1742
MARSHALL, TEXAS 75671

DATE 8-11-26

NAME City of Marshall

ADDRESS 2025 Street Program
Pay Request 9

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Final Pay Request For Retainage		71,577.15

10037

REC'D BY

HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 ALPINE, LONGVIEW, TX 75601
(903) 758-2010

ESTIMATE NUMBER: 9 Final
PERIOD: FROM 8/1/2026 TO 8/10/2026

OWNER: City of Marshall
PROJECT: 2025 Street Improvements Program

NOTICE TO PROCEED DATE: 10/13/2025

	ORG	REV
CALENDAR DAYS:	60	150

COMPLETION DATE: 3/12/26
PROJECT #: MA-25-02

CONTRACTOR: Rayford Truck & Tractor
ADDRESS: P.O. BOX 1742
Marshall, TX 75671

CONTRACT AWARDED: $1,353,180.00

CHANGE ORDERS:

#1	$35,400.00	#6	
#2	$39,677.80	#7	
#3		#8	
#4		#9	
#5		#10	

PREVIOUS PAYMENTS AUTHORIZED:

#1	$323,823.06	#11	
#2	$324,498.44	#12	
#3	$63,488.28	#13	
#4	$333,262.54	#14	
#5	$116,603.66	#15	
#6	$136,711.72	#16	
#7	$30,142.69	#17	
#8	$31,435.60	#18	
#9		#19	
#10		#20	

TOTAL CHANGE ORDERS $75,077.80
ADJUSTED CONTRACT $1,428,257.80

TOTAL $1,359,965.99

RECOMMENDED FOR PAYMENT BY:
HAYES ENGINEERING, INC.
BY DATE 8-11-2026
APPROVED FOR PAYMENT:
OWNER DATE 8/11/26

100.2 % PERCENT CONTRACT AMOUNT EARNED
113.3 % PERCENT CONTRACT TIME EXPENDED

TOTAL AMOUNT TO DATE	$1,431,543.14
MATERIALS STORED	
LESS RETAINAGE	$0.00
NET TOTAL	$1,431,543.14
LESS PREVIOUS PAYMENT REQUESTS	($1,359,965.99)
AMOUNT PAYABLE TO CONTRACTOR THIS ESTIMATE	**$71,577.15**

CITY OF MARSHALL, TEXAS
2025 STREET IMPROVEMENTS
PAY ESTIMATE NO.: 9

	ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	CONTRACT PRICE	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. TO DATE	AMOUNT TO DATE
	1.	FURNISH, INSTALL, MAINTAIN & REMOVE BARRICADES, SIGNS & TRAFFIC CONTROL	1	LS	$12,480.00	$ 12,480.00		$ -	1	$ 12,480.00
CO2	2.	PULVERIZE, CEMENT STABILIZE, RESHAPE & RECOMPACT BASE	37144	SY	$7.85	$ 291,580.40		$ -	40,212	$ 315,664.20
	3.	FURNISH & INSTALL STD 2" THICK (MIN.) HMAC TYPE "D" SURFACE COURSE, INCLU ASPHALT PRIM	6750	TN	$147.16	$ 993,330.00		$ -	6,593	$ 970,199.54
	4.	VALVE BOX ADJUSTMENT TO GRADE	30	EA	$312.00	$ 9,360.00		$ -	36	$ 11,232.00
	5.	MANHOLE ADJUSTMENT TO GRADE	30	EA	$312.00	$ 9,360.00		$ -	13	$ 4,056.00
CO2	6.	DOUBLE YELLOW STRIPING	10428	LF	$1.40	$ 14,599.20		$ -	4,614	$ 6,459.60
CO2	7.	24" WIDE STOP BAR	16	EA	$124.80	$ 1,996.80		$ -		$ -
CO2	8.	SCHOOL ZONE LINES	5	EA	$182.00	$ 910.00		$ -	4	$ 728.00
CO2	9.	CROSS WALKS	17	EA	$166.40	$ 2,828.80		$ -	9	$ 1,497.60
CO2	10.	ASPHALT MILLING	5690	SY	$5.00	$ 28,450.00		$ -	5,690	$ 28,450.00
CO2	11.	YELLOW DASHED LINE	7158	LF	$1.40	$ 10,021.20		$ -	7,158	$ 10,021.20
CO1	12.	FURNISH & INSTALL 10' CURB INLET	2	EA	$7,500.00	$ 15,000.00		$ -	2	$ 15,000.00
CO1	13.	REMOVE AND RECONSTRUCT CURB AND GUTTER	32	LF	$225.00	$ 7,200.00		$ -	32	$ 7,200.00
CO1	14.	FURNISH & INSTALL 18" RCP	38	LF	$100.00	$ 3,800.00		$ -	38	$ 3,800.00
CO1	15.	FURNISH & INSTALL ROCK RIP RAP	5	SY	$200.00	$ 1,000.00		$ -	5	$ 1,000.00
CO1	16.	FURNISH & INSTALL 18" RCP	60	LF	$100.00	$ 6,000.00		$ -	60	$ 6,000.00
CO1	17.	SAW CUT ASPHALT	96	LF	$10.00	$ 960.00		$ -	96	$ 960.00
CO1	18.	GRADE DITCH ON FM 1998	1	LS	$1,440.00	$ 1,440.00		$ -	1	$ 1,440.00
CO2	19.	YELLOW SOLID LINE TYPE II (Evans 7,741, University 1,147, Elysian Fields 6,437)	11,101	LF	$1.40	$ 15,541.40		$ -	15,325	$ 21,455.00
CO2	20.	RAILROAD CROSSING PAVEMENT MARKING TYPE II (Evans)	2	EA	$600.00	$ 1,200.00		$ -	2	$ 1,200.00
CO2	21.	PEDESTRIAN CROSSWALK GORE AREA (University Between Wiley and Sandford)	1	LS	$1,200.00	$ 1,200.00		$ -	1	$ 1,200.00
CO3	22.	18" SET (Bell Cut-off)	1	LS	$2,500.00	$ 2,500.00		$ -	1	$ 2,500.00
CO4	23.	Concrte Repair and Curb Repair on Fisher	1	LS	$9,000.00	$ 9,000.00		$ -	1	$ 9,000.00
		SUBTOTAL				$ 1,439,757.80		$ -		$ 1,431,543.14
									Plus Materials Stored	$ -
									Less 0% Retainage	$ -
									Net Total	$ 1,431,543.14
									Less Previous Payment Requests	$ (1,359,965.99)
									Amount Due Contractor This Estimate	$ 71,577.15

BG 8/12/26

TO:	City Council
DATE:	August 27, 2026
ITEM #:	9.B
SUBJECT:	Discussion and consideration of the approval of a contract for Project Management Services with Cumming Gallagher for the SL 390 Utility Relocation project. (City Manager)

Recommendation for Action: Approval of the updated contract for Project Management with Cumming Gallagher for the SL 390 Utility Relocation project.

Executive Summary: This item is on the agenda to allow council to discuss the updated contract for Project Management with Cumming Gallagher for the upcoming SL 390 Utility Relocation project. The updates include a revision of the fee structure and to address the length of the project.

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

Budget Cost:

Staff Contact: Greg Smith, City Manager

Attachments: 1. Construction Manager-Agent Agreement 8.24.26

AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER-AGENT

AGREEMENT made as of the 21st day of August, 2026.

OWNER/CITY	City of Marshall, Texas 401 S. Alamo Street Marshall, Texas 75670
CONSTRUCTION MANAGER-AGENT	Cumming Management Group, Inc. (d/b/a Cumming Gallagher) 3501 Token Dr. #100, Richardson TX 75082
PROGRAM	TXDOT Line Relocation Project, SL390 Approved Project Budget: $6,538,339.00 This Agreement authorizes no other City project.
ARCHITECT / ENGINEER	As designated by the City for the TXDOT Line Relocation Project, SL390.

The Owner and Construction Manager-Agent agree as follows:

ARTICLE: 1 RELATIONSHIP, DEFINITIONS, AND GENERAL RESPONSIBILITIES

1.1 The Construction Manager-Agent ("Manager-Agent") was selected on the basis of demonstrated competence and qualifications in the manner required by Texas Government Code Chapter 2269 for a construction manager-agent. The Manager-Agent shall provide sufficient organization, personnel, management, and professional judgment to perform the Services in an expeditious and economical manner consistent with the interests of the City.

1.2 The Manager-Agent shall serve as the City's owner's representative for the Project and shall act in a fiduciary capacity with respect to the duties expressly assigned under this Agreement. This fiduciary obligation requires loyalty to the City's interests, disclosure of material conflicts, and the exercise of independent professional judgment. The Manager-Agent remains an independent contractor and is not a general agent, employee, partner, or joint venturer of the City. The Manager-Agent has no authority to bind the City, execute contracts on behalf of the City, approve expenditures, change the scope or price of any City contract, or make final decisions for the City unless the City Manager or other duly authorized City representative gives specific written authority.

1.3 The City Manager, or a designee identified in writing, is the City's Representative. Final decisions and approvals remain with the City. The City is not bound by the action, representation, approval, or direction of any other employee or person lacking actual written authority.

1.4 The Manager-Agent shall not self-perform any portion of construction, be a party to a construction subcontract for the Project, or provide performance or payment bonds for construction. The Manager-Agent shall not perform architecture, engineering, or another licensed professional service unless the service is performed by a properly licensed professional and is expressly authorized in writing by the City.

1.5 "Project" means only the TXDOT Line Relocation Project, SL390, with an approved Project budget of Six Million Five Hundred Thirty-Eight Thousand Three Hundred Thirty-Nine Dollars ($6,538,339.00). This Agreement does not authorize Services for any other City project. "Services" means the Basic Services described in this Agreement and any Additional Services expressly authorized in writing by the City. "Construction Cost" means the cost of construction work for the Project and excludes the Manager-Agent's fee, design fees, land, financing, legal costs, City administrative costs, and other soft costs unless the City expressly approves otherwise in writing.

ARTICLE 2 BASIC SERVICES

2.1 Basic Services consist only of the services described in this Article 2 for the TXDOT Line Relocation Project, SL390. This Agreement itself constitutes the City's authorization for the Manager-Agent to perform the Basic Services for that Project, subject to any written notice to proceed issued by the City. No Task Order is required for the Project, and no Services for any other project are authorized under this Agreement.

2.2 Construction Phase Administration

2.2.1 Coordinate scheduled activities and responsibilities of Project participants; attend and conduct meetings as required; perform site observations at intervals appropriate to the Project; and provide written reports to the City regarding progress, quality, schedule, budget, risks, and action items.

2.2.2 Maintain and update the Project schedule, budget, cash-flow information, change log, submittal log, RFI log, decision log, and other records reasonably required by the City. If the Project is trending over budget or behind schedule, promptly recommend corrective action.

2.2.3 Review applications for payment and supporting documentation and provide a written recommendation to the City, including proposed adjustments or bases for withholding. The Manager-Agent shall receive and retain lien and claim waivers required by the construction contracts.

2.2.4 Review requests for changes and change-order proposals; evaluate cost and schedule impacts; assist in negotiations; and make recommendations. No change is binding on the City unless approved in writing by an authorized City representative.

2.2.5 Receive and review safety and accident reports and reports of hazardous materials; promptly communicate material concerns to the City. Contractor safety programs, means, methods, sequences, techniques, and procedures remain the responsibility of the applicable contractor, except that the Manager-Agent shall act on any specific written directive of the City within the authority granted by the applicable contracts. Manager-Agent shall have no supervision or control over or responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.

2.2.6 Coordinate submittal and document-processing procedures with the Design Professional and contractors and monitor timely processing to reduce avoidable delay.

2.2.7 Monitor contractor compliance with the Contract Documents and recommend action when requirements are not being fulfilled. The Manager-Agent shall endeavor to guard the City against defects and deficiencies observable through the Manager-Agent's performance of its Services.

2.3 Substantial Completion and Closeout

2.3.1 Participate in inspections relating to Substantial Completion and Final Completion; assist in preparation and tracking of punch-list items; review proposed certificates and make recommendations to the City.

2.3.2 Receive and review closeout documents required from contractors, including warranties, manuals, record documents, lien releases, affidavits, and other documents required for final payment, and coordinate turnover to the City.

2.3.3 Assist the City in Project-related claims or dispute proceedings as a Basic Service to the extent the matter arises from the Manager-Agent's ordinary administration of the Project; extraordinary expert, litigation, or hearing services require advance written authorization as Additional Services.

2.4 Key Personnel

2.4.1 The Manager-Agent's key personnel assigned to the Project shall include Oscar Saenz, Vice President – Principal in Charge, and Mike Rast, Lead Project Manager. The Manager-Agent shall not replace or materially reduce the participation of either key individual without the City's prior written approval. Any proposed replacement shall have qualifications and experience reasonably acceptable to the City. The Manager-Agent shall provide the City with reasonable advance written notice of any proposed substitution.

ARTICLE 3: ADDITIONAL SERVICES AND CHANGES IN SERVICES

3.1 Services outside the Basic Services described in Article 2 are Additional Services and shall be performed only after the City gives advance written authorization that states the additional scope, compensation, and schedule impact. The City is not obligated to pay for unauthorized Additional Services.

3.2 If the Manager-Agent believes circumstances require Additional Services, it shall notify the City in writing before performing them. Silence, participation in meetings, review of an invoice, or acceptance of work does not constitute authorization.

3.3 Changes in Services or compensation must be documented by a written amendment executed by authorized representatives of both parties. No oral modification is effective.

ARTICLE 4: OWNER'S RESPONSIBILITIES

4.1 The City shall provide reasonably available information regarding Project requirements, objectives, constraints, budget, schedule, and site conditions.

4.2 The City shall designate its authorized representative and shall endeavor to make decisions reasonably necessary for orderly progress of the Services.

4.3 The City shall retain the Design Professional and construction contractors as required for the Project. The Manager-Agent shall coordinate with them but is not responsible for their acts or omissions except to the extent the Manager-Agent fails to perform its own contractual duties.

4.4 The City shall provide office space and office furniture for on-site Manager-Agent personnel if expressly approved in writing by the City. All other ordinary office costs are included in the Manager-Agent's compensation unless expressly approved as reimbursable.

ARTICLE 5: PROJECT BUDGET, COST CONTROL, AND SCHEDULE

5.1 The Manager-Agent shall continuously monitor the approved Project budget and schedule and provide the City with timely written notice of actual or anticipated variances. Cost estimates are professional opinions, not guarantees, but shall be prepared with the standard of care required by this Agreement.

5.2 The Manager-Agent shall not authorize or direct work that increases the approved Project budget of $6,538,339.00, Construction Cost, or any City obligation without prior written City approval.

The Manager-Agent shall identify potential cost-saving measures and shall cooperate, without additional charge when the need results from the Manager-Agent's error or omission, in bringing the Project within the approved budget or schedule.

ARTICLE 6: PROJECT AUTHORIZATION; TERM

6.1 This Agreement authorizes only the TXDOT Line Relocation Project, SL390, with an approved Project budget of $6,538,339.00. No separate Task Order is required for this Project. The Manager-Agent shall not perform or bill for services relating to any other City project unless the parties enter into a separate written agreement approved and executed by the City.

6.2 The term of this Agreement shall commence on the Effective Date and shall continue until completion of the Project, not to exceed 18 months, including completion of all Services required of the Manager-Agent under this Agreement, unless earlier terminated in accordance with Article 9. Completion of the Project shall not relieve either party of obligations that expressly survive completion or termination of this Agreement.

6.3 Expiration or termination of this Agreement terminates the Manager-Agent's authority to perform Services for the Project except to the extent expressly stated in a written transition directive issued by the City.

ARTICLE 7: COMPENSATION AND PAYMENT

7.1 Manager-Agent Compensation. As full compensation for the Manager-Agent's services under this Agreement, the City shall pay the Manager-Agent a fee calculated as a percentage of the Construction Cost of each project assigned or awarded to the Manager-Agent, subject to the maximum not-to-exceed amounts and other limitations set forth in this Agreement. The applicable percentage shall be determined based upon the Aggregate Assigned Project Value**,** as follows:

1. **Aggregate Assigned Project Value Less Than $15,000,000.** If the Aggregate Assigned Project Value is less than Fifteen Million Dollars ($15,000,000), the Manager-Agent's fee shall be five percent (5.0%) of the Construction Cost of each assigned project.
2. **Aggregate Assigned Project Value** of $15,000,000 or More. If the Aggregate Assigned Project Value is Fifteen Million Dollars ($15,000,000) or greater, the Manager-Agent's fee shall be three and one-half percent (3.5%) of the Construction Cost of each assigned project.

For purposes of determining the applicable percentage under this Section, "Aggregate Assigned Project Value" means the combined approved Construction Cost budgets of all projects within the City of Marshall's Infrastructure Improvement Program that are actually awarded or assigned to the Manager-Agent. Projects that are contemplated, planned, budgeted, bonded, funded, or included within the Infrastructure Improvement Program, but that have not been awarded or assigned to the Manager-Agent, shall not be included in determining the Aggregate Assigned Project Value.

The parties acknowledge that the TXDOT Line Relocation Project, SL390, (the "Project") is one of multiple discrete projects within the City of Marshall, Texas's Infrastructure Improvement Plan, which has a total budget of approximately $34,300,000 ("Infrastructure Improvement Program") as of the Effective Date. The inclusion of a project within the Infrastructure Improvement Program does not constitute an award or assignment of that project to the Manager-Agent.

The approved Construction Cost for the Project is $6,538,339.00. Because the Aggregate Assigned Project Value as of the Effective Date is less than $15,000,000, the initial percentage applicable to the Project is five percent (5.0%). Accordingly, the Manager-Agent's initial maximum not-to-exceed fee for the Project is Three Hundred Twenty-Six Thousand Nine Hundred Seventeen Dollars ($326,916.95), subject to reduction and reconciliation as provided in this Article.

If the City subsequently awards or assigns one or more additional projects within the Infrastructure Improvement Program to the Manager-Agent and the resulting Aggregate Assigned Project Value equals or exceeds $15,000,000, the applicable percentage for all projects included in the Aggregate Assigned Project Value, including the Project, shall automatically and retroactively be reduced to three and one-half percent (3.5%). Upon reaching the $15,000,000 threshold, the Manager-Agent shall promptly provide the City with a reconciliation of all fees previously billed and paid using the five percent (5.0%) rate and shall, at the City's election, refund or credit against future amounts due all amounts previously paid in excess of the fees calculated at the three and one-half percent (3.5%) rate.

For the Project, application of the three and one-half percent (3.5%) rate to the approved Construction Cost of $6,538,339.00 would result in a revised maximum not-to-exceed fee of Two Hundred Twenty-Eight Thousand Eight Hundred Forty-Two Dollars ($228,841.87), subject to any adjustment expressly authorized under this Agreement.

7.2 Maximum Not-to-Exceed Fee. The initial maximum not-to-exceed fee for the Project is $326,917.00, subject to reduction and reconciliation pursuant to Section 7.1. The maximum not-to-exceed fee The maximum not-to-exceed fee is a ceiling on compensation and is not a guaranteed payment. No fee is earned merely because funds are budgeted, bonded, allocated, or otherwise available for the Project. Compensation is earned only for Services actually performed for the Project and is subject to the applicable percentage, maximum fee, phase and monthly billing requirements established by this Article.

7.3 Construction Phase Compensation and Billing. Because the preconstruction and design phases of the Project were completed before the Manager-Agent's engagement under this Agreement, no portion of the fee is allocated to preconstruction or design services. The authorized fee shall be allocated one hundred percent (100%) to the construction phase.

The Manager-Agent shall bill the authorized fee in equal monthly installments over the City-approved anticipated eighteen (18) month duration of the construction phase. Each monthly installment shall equal one-eighteenth (1/18) of the then-applicable maximum not-to-exceed fee established under Sections 7.1 and 7.2. By way of example, at the initial five percent (5.0%) rate, the maximum not-to-exceed fee of $326,916.95 would be billed at approximately $18,162.06 per month over eighteen (18) months. If the fee is reduced to three and one-half percent (3.5%) pursuant to Section 7.1, the resulting maximum not-to-exceed fee of $228,841.87 would be billed at approximately $12,713.44 per month over eighteen (18) months, subject in each case to adjustment of the final installment for rounding and reconciliation of amounts previously billed and paid.

If the applicable percentage is reduced from five percent (5.0%) to three and one-half percent (3.5%) pursuant to Section 7.1, all subsequent invoices shall be based upon the reduced maximum not-to-exceed fee, and amounts previously paid shall be reconciled, refunded, or credited as required by Section 7.1.

Extension of the Project beyond the anticipated eighteen (18) month construction period shall not, by itself, increase the Manager-Agent's maximum not-to-exceed fee or entitle the Manager-Agent to additional compensation. Any additional compensation resulting from a City-approved material extension or expansion of the Manager-Agent's Services must be expressly authorized by written amendment executed by the City before the additional Services are performed.

7.4 Expenses Included in Fee. Except for Reimbursable Expenses expressly authorized under Section 7.5, the Manager-Agent's fee includes all personnel costs, home-office support, administrative and overhead expenses, office expenses, computers, software, cellular phones and other equipment, local telephone and electronic communications, routine copying and printing, ordinary office supplies, postage, and all travel-related expenses.

Travel-related expenses included in the fee include mileage, vehicle expenses, fuel, airfare, parking, tolls, rental vehicles, and travel time incurred by the Manager-Agent or its employees in traveling to or from Marshall, Texas, the Project site, the Manager-Agent's offices, or otherwise in connection with performance of the Services.

7.5 Reimbursable Expenses. Except as expressly provided in this Section, all costs and expenses incurred by the Manager-Agent in performing the Services are included in the compensation provided under this Article 7 and shall not be separately reimbursable by the City.

The City shall reimburse the Manager-Agent only for the following Project-specific, third-party expenses, and only if approved by the City in writing before the expense is incurred:

(a) extraordinary reproduction or printing costs for construction drawings, specifications, bid packages, or other Project documents requested by the City in quantities beyond those ordinarily required for performance of the Services;

(b) third-party courier or overnight delivery charges specifically required for the Project and approved by the City;

(c) governmental filing, permit, or application fees paid by the Manager-Agent on behalf of the City at the City's written direction; and

(d) Project-specific lodging when an overnight stay is reasonably necessary for performance of the Services and the overnight stay and lodging expense have been specifically approved by the Owner in writing in advance; and

(e) third-party expenses expressly authorized in advance and in writing by the City Manager.

All approved Reimbursable Expenses shall be reimbursed at the Manager-Agent's actual documented cost without markup, administrative charge, multiplier, or other fee and shall be supported by invoices, receipts, or other documentation reasonably satisfactory to the City.

No expense shall be reimbursable merely because it was reasonably or necessarily incurred in performing the Services. An expense is reimbursable only if it falls within one of the categories expressly identified in this Section and satisfies the advance written approval requirement.

Reimbursable Expenses shall not constitute Construction Cost and shall not be included in the amount upon which the Manager-Agent's percentage fee is calculated.

7.6 Invoices. Invoices shall be submitted no more than monthly, shall identify the TXDOT Line Relocation Project, SL390, and shall show at a minimum, (a) the applicable percentage fee, (b) the current not-to-exceed maximum fee, (c) the Services completed to date, (d) amounts previously billed and paid, (e) current invoice amount, (f) phase progress, and (g) separately itemized and documented Reimbursable Expenses approved pursuant to Section 7.5.

Charges for Services and Reimbursable Expenses not billed within sixty (60) days after the month in which the Services were performed or expense incurred are waived unless the City approves otherwise in writing.

7.7 Payment. Payment is subject to Texas Government Code Chapter 2251. The City may withhold disputed amounts and may offset amounts owed to the City to the extent permitted by law. Payment does not constitute acceptance of deficient Services or waiver of any City right.

ARTICLE 8: RECORDS, DOCUMENTS, CONFIDENTIALITY, AND PUBLIC INFORMATION

8.1 The Manager-Agent shall maintain complete Project records, including correspondence, schedules, estimates, reports, meeting records, invoices, cost data, payment reviews, change documentation, and records of authorized reimbursable expenses. Such records shall be available for inspection and audit by the City at reasonable times during the Agreement and for at least four (4) years after final payment, or longer if required by law or applicable funding requirements.

8.2 All Project-specific reports, schedules, estimates, logs, data compilations, studies, and other deliverables prepared specifically for the City and paid for by the City shall become the City's property upon payment, subject to pre-existing proprietary tools, methods, templates, and software of the Manager-Agent. The City receives a perpetual, royalty-free license to use any embedded pre-existing material as necessary to use the deliverables for City purposes.

8.3 The Manager-Agent shall protect City confidential information and shall not use it for its own benefit or disclose it except as necessary to perform the Services or as required by law. The Manager-Agent acknowledges that the City is subject to the Texas Public Information Act. The City will not agree to withhold information contrary to law, and the Manager-Agent is responsible for timely identifying any claimed proprietary information and providing any required legal basis for withholding.

ARTICLE 9: TERMINATION, SUSPENSION, AND TRANSITION

9.1 The City may terminate this Agreement for convenience, for any or no reason, upon thirty (30) days' written notice, or such shorter period as the parties agree in writing.

9.2 Either party may terminate for material breach if the breaching party fails to cure within thirty (30) days after written notice specifying the breach; provided, however, the City may terminate immediately or on shorter notice when necessary to protect public health or safety, when continued performance would violate law, for loss of required insurance, fraud, material conflict of interest, abandonment, or other circumstances for which a cure period is impracticable or legally inappropriate.

9.3 The City may suspend all or part of the Services by written notice. During suspension, the Manager-Agent shall take reasonable steps to protect the City's interests and minimize unnecessary costs. Any adjustment to schedule or compensation requires advance written City approval.

9.4 Upon termination or suspension, the Manager-Agent shall promptly stop affected work as directed, deliver all City property and Project records, cooperate in an orderly transition, and take reasonable steps to avoid disruption to the Project.

9.5 If the City terminates for convenience, the Manager-Agent is entitled only to compensation for authorized Services satisfactorily performed through the effective termination date and approved reimbursable expenses actually incurred through that date, less prior payments and amounts properly withheld or offset. The Manager-Agent is not entitled to lost profits, unearned percentage fees, anticipated fees on unperformed Services, termination premiums, demobilization charges, or other termination expenses unless the City expressly approved a specific item in writing before it was incurred.

9.6 Termination does not relieve the Manager-Agent of liability for breach, negligence, or other obligations arising before termination. The City may withhold amounts reasonably necessary to protect against damages or incomplete obligations, subject to applicable law.

ARTICLE 10: STANDARD OF CARE; INDEPENDENT CONTRACTOR; LIMITS OF AUTHORITY

10.1 The Manager-Agent shall perform the Services with the skill and care ordinarily provided by competent construction manager-agents and owner's representatives practicing under the same or similar circumstances and locality, and as expeditiously as is consistent with such professional skill and care.

10.2 The Manager-Agent is an independent contractor. Neither the Manager-Agent nor its employees or consultants are employees of the City. Nothing in this Agreement creates a partnership, joint venture, or general agency relationship. The fiduciary duties described in Section 1.2 apply only to the Manager-Agent's role as the City's construction manager-agent and owner's representative and do not convert the Manager-Agent into a City employee or confer authority to bind the City.

10.3 The Manager-Agent may rely reasonably on information furnished by the City or Design Professional, but shall promptly notify the City of material inconsistencies, errors, omissions, or conditions that a competent construction manager-agent should recognize in performing the Services. Reliance does not excuse the Manager-Agent's failure to exercise the required standard of care.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Before commencing Services and throughout the required periods, the Manager-Agent shall maintain insurance with insurers authorized to do business in Texas and reasonably acceptable to the City, including: Workers' Compensation - statutory; Employer's Liability - $1,000,000/$1,000,000/$1,000,000; Commercial General Liability - $1,000,000 per occurrence and $2,000,000 aggregate; Business Automobile Liability - $1,000,000 combined single limit; and Professional Liability - $1,000,000 each claim/aggregate or equivalent acceptable to the City. The City may reasonably require higher limits or additional coverage based on Project risk.

11.2 Except for Workers' Compensation, Employer's Liability, and Professional Liability, the City and its elected officials, officers, employees, agents, and volunteers shall be named as additional insureds to the extent commercially available and appropriate to the coverage. Workers' Compensation and Employer's Liability shall include a waiver of subrogation in favor of the City. Before commencement of Services, the Manager-Agent shall provide certificates of insurance and, upon request, endorsements, exclusions, or relevant policy extracts sufficient to confirm compliance. Delivery and City approval of required evidence of insurance are conditions precedent to commencement of Services and payment.

11.3 Required insurance shall be maintained without interruption throughout performance. Except for Professional Liability, required coverage shall remain in effect for two (2) years following completion or termination of this Agreement to the extent commercially available and applicable. Professional Liability shall be maintained during performance and, through renewal or extended reporting coverage, for seven (7) years following completion or termination where available on commercially reasonable terms. The Manager-Agent shall promptly notify the City of cancellation, nonrenewal, or material reduction in required coverage and shall provide replacement evidence. Failure to maintain required coverage is a material breach.

11.4 The Manager-Agent shall indemnify and hold harmless the City and its elected officials, officers, employees, volunteers, and representatives from claims, damages, losses, liens, costs, and expenses, including reasonable attorney's fees where recoverable by law, but only to the extent caused by the negligence, intentional tort, intellectual-property infringement, or failure to pay a consultant, subcontractor, or supplier by the Manager-Agent, its consultants, or persons or entities over whom it exercises control. This provision shall be construed to comply with applicable Texas law and shall not require indemnification for the City's own negligence except to the extent lawfully permitted and expressly stated.

ARTICLE 12: LEGAL AND GOVERNMENTAL REQUIREMENTS

12.1 The Manager-Agent shall comply with all applicable federal, state, and local laws, ordinances, codes, procurement requirements, grant conditions, and City policies applicable to the Services. If federal or state funds are used, applicable mandatory funding conditions are incorporated to the extent required by law and identified by the City.

12.2 By executing this Agreement, the Manager-Agent makes all verifications required by applicable Texas law for this Agreement, including, to the extent applicable: (a) that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or a foreign terrorist organization under Texas Government Code Chapter 2252; (b) that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement as provided by Texas Government Code Chapter 2274; and (c) that it does not discriminate against a firearm entity or firearm trade association and will not do so during the term of this Agreement as provided by Texas Government Code Chapter 2274.

12.3 The Manager-Agent certifies that it will maintain a drug-free workplace by publishing and enforcing a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in its workplace; maintaining a drug-free awareness program; notifying employees assigned to the Project of the policy and applicable consequences; taking appropriate personnel action or requiring satisfactory participation in an approved assistance or rehabilitation program when required; and making a good-faith effort to maintain a drug-free workplace throughout performance of this Agreement.

12.4 The Manager-Agent shall timely provide any conflict-of-interest questionnaire, City Charter disclosure, relationship disclosure, or other form required by applicable law or City policy. Such separately filed disclosure forms are compliance documents and are not exhibits to, and do not expand the scope or compensation under, this Agreement. The Manager-Agent certifies that it is not delinquent in the payment of taxes owed to the City, or will pay any taxes owed so that they do not become delinquent. A materially false certification is grounds for termination to the extent permitted by law.

12.5 The Manager-Agent shall not subcontract a material portion of the Services without prior written City approval and remains fully responsible for its consultants and subcontractors. The Manager-Agent shall disclose actual or potential conflicts of interest promptly and shall not accept compensation or benefits from contractors, designers, vendors, or suppliers in connection with the Project without the City's prior written consent.\\

12.6 Nothing in this Agreement waives the City's governmental immunity from suit or liability except to the limited extent expressly waived by applicable law, including Subchapter I of Chapter 271 of the Texas Local Government Code. Any recovery against the City is subject to all statutory limitations and defenses.

ARTICLE 13: DISPUTES; GOVERNING LAW; MISCELLANEOUS

13.1 This Agreement is governed by Texas law. Mandatory arbitration is not required. Venue for any suit shall lie exclusively in a court of competent jurisdiction in Harrison County, Texas, subject to applicable law.

13.2 This Agreement constitutes the entire agreement between the parties concerning the Services and supersedes prior negotiations, proposals, and representations except to the extent a document is expressly incorporated. In the event of conflict, the order of precedence is: (1) a signed amendment to this Agreement; (2) this Agreement; and (3) exhibits incorporated into this Agreement. Vendor proposals or standard terms do not control unless expressly accepted in a signed City amendment.

13.3 The Manager-Agent may not assign this Agreement without the City's prior written consent. No third party is an intended beneficiary.

13.4 If any provision is unenforceable, the remaining provisions remain effective. Provisions concerning payment reconciliation, records, ownership and use of documents, confidentiality, indemnification, insurance tail requirements, immunity, and dispute provisions survive termination as applicable.

13.5 Formal notices shall be in writing and delivered personally, by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses stated in this Agreement, with copies to any additional recipient designated in writing. Email may be used for routine Project communications but does not constitute formal notice unless receipt is acknowledged by the authorized recipient.

13.6 This Agreement may be executed in counterparts and by electronic signature. Headings are for convenience only. No waiver is effective unless in writing, and a waiver on one occasion is not a waiver on another.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF MARSHALL, TEXAS

By: ______________________________
Greg Smith, City Manager
Date: ____________________________

APPROVED AS TO FORM:

____
Scott Rectenwald, City Attorney

CUMMING MANAGEMENT GROUP, INC.
(d/b/a Cumming Gallagher)

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

	TO:	City Council
	DATE:	August 27, 2026
	ITEM #:	10.A
	SUBJECT:	Report regarding needed appointments and reappointments to the various City boards, commissions, and committees. (City Secretary)

Recommendation for Action: Report - no action required.

Executive Summary: Advertising for various City boards, commissions, and committees began on August 2, 2026, in the local newspaper, the City television channel, social media sites, and website to encourage interested citizens to contact City Hall about serving. The deadline for citizens to respond is September 11th by 5:00 PM.

The following Volunteer Boards, Committees and Commissions have members whose terms will expire on 12/31/2026. We also have several boards with vacancies that need to be filled. Some members of the boards, committees and commissions are eligible for reappointment for a new term.

Community Development Advisory Committee
Historic Landmark Preservation Board
Keep Marshall Beautiful Advisory Board
Main Street Advisory Board
Marshall Downtown Development Corporation
Marshall Public Library Board of Trustees
Visit Marshall Advisory Board
Zoning Board of Adjustment

Information is attached that provides a summary of the responsibilities of each of the City boards, commissions and committees.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. Report for 2027

CITY BOARDS, COMMISSIONS, & COMMITTEES

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The Community Development Advisory Committee assists with establishing long-range goals and objectives for the Community Development Block Grant (CDBG) program and makes recommendations on the annual plan and budget for this annual federal grant. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this committee are LeaShondria Harden, Keith Hill, Blake Langley, Loretta Martin, Ernest Morrow, Ernest Spencer and Charles Tutt. The staff member who works with this board is Tami Henderson, CDBG Coordinator. Questions may be directed to Ms. Henderson at 903-935-4453 or at Henderson.tami@marshalltexas.net.

HISTORIC LANDMARK PRESERVATION BOARD

The Historic Landmark Preservation Board is responsible for the historic landmark preservation plan and makes recommendations on establishing historic landmark preservation districts in the city limits. Members of this board must have knowledge and experience in history, art, architecture, or real estate planning and development; and have demonstrated interest, competence, or knowledge in historic preservation. The term of service on this board is two years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms that a member can serve. The current members of this board are Jay Carriker, Charles Cornish, Raymond Fogg, Kristal Jeans, Travis Keeney, Rita Louise, and Jonathan McCarty. The staff member who works with this board is Lacy Burson, Main Street Manager. Questions may be directed to Ms. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

KEEP MARSHALL BEAUTIFUL BOARD

Keep Marshall Beautiful Board advises the City Council on issues related to littering and property appearance. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Corey Brown, Renae DeVere, Blanca Jenkins, Judith Journey, Linda Scott, Melanie Valdez, and Robert Wood. The staff member who works with this board is Reggie Cooper, Director of Neighborhood Code Enforcement. Questions may be directed to Mr. Cooper at 903-934-7993 or at rcooper@marshalltexas.net.

MAIN STREET ADVISORY BOARD

The Main Street Advisory Board assists in the economic revitalization and promotion of downtown Marshall. This is a thirteen-member board, representing public and private sector interests. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Lori Acker, Stacy Adams, Richie Arnold, Corey Brown, Kim Brown, Cheryel Carpenter, Tracy Jackson, Raven Lenz, Mary Lynne O'Neal, Debbie Parker, Stephanie Phelps, and Bridget Wanjiku. The staff member who works with this board is Lacy Burson, Main Street Manager. Questions may be directed to Ms. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

MARSHALL DOWNTOWN DEVELOPMENT CORPORATION

The Marshall Downtown Development Corporation promotes and assists in the development, growth, and economic wellbeing of the downtown area of Marshall. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Clayton Allen, Glenn Bickerdike, George Carter, Jim Davis, Dinora Harris, Garrett Hill, and Scott McCurdy. The staff member who works with this board is Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives. Questions may be directed to Ms. Agnor at 903-935-4526 or at Agnor.Alex@marshalltexas.net.

MARSHALL PUBLIC LIBRARY BOARD OF TRUSTEES

The Marshall Public Library Board of Trustees serves as the advisory board for the Marshall Public Library. Of the seven members on this board, at least five members must be full-time residents of the City of Marshall. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Dana Jean, Vivian Lewis, Shirley McNeel, Elizabeth Ponder, Laurie Smith, and Bonnie Strauss. The staff member who works with this board is Terri Nalls, Library Director. Questions may be directed to Ms. Nalls at 903-935-4465 or at nalls.terri@marshalltexas.net.

PARKS ADVISORY BOARD

The Parks Advisory Board serves as an advisory committee to the City Council and City staff in establishing plans or procedures concerning usage, planning, goals, and objectives of parks and recreation services. The term of service on this board is four years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Colin Brady, Jerry Calderon, LaDarius Carter, Roy Fox, Mike Haynes, Gloria Moon, and James Runnels. The staff member who works with this board is Randy Pritchard, Director of Support Services. Questions may be directed to Mr. Pritchard at 903-934-7921 or at pritchard.randy@marshalltexas.net.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission hears and makes recommendations on requests for zoning changes and special use permits. This commission also reviews and approves subdivision plats in the city limits and within one mile of the city limits. The term of service on this board is three years, beginning on June 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this commission are Stacy Adams, Richie Arnold, LaDarius Carter, Anthony Glanton, Brooke LaBouve, and Robert Lisman. The staff member who works with this board is Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives. Questions may be directed to Ms. Agnor at 903-935-4526 or at Agnor.Alex@marshalltexas.net.

Appointments to the Planning and Zoning Commission are brought before the City Council in May or June. The Planning and Zoning Commission is not part of the annual year-end appointment process. The appointment procedures for the Planning and Zoning Commission are provided for by ordinance in the Zoning Ordinance. It is required by ordinance that the appointments to the Planning and Zoning Commission be made in May or June each year, and that all members must be resident citizens and qualified to be voters in the City of Marshall.

VISIT MARSHALL ADVISORY BOARD

The Visit Marshall Advisory Board is responsible for establishing operating policies for Visit Marshall and for evaluating the progress of Visit Marshall in the attainment of its goals. This board consist of seven tourism related representatives. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of three consecutive full terms. The current members are Gary Arthur, Krysta Coleman, Glynn Duncan, Vivian Lewis, Vinod Patel, and Texas Ruegg. The staff member who works with this board is Lacy Burson, Main Street Manager. Questions may be directed to Ms. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

ZONING BOARD OF ADJUSTMENT

The Zoning Board of Adjustment conducts hearings on appeals to enforcement of the city's Zoning Ordinance, decides on exceptions to the Zoning Ordinance, and grants variances to the Zoning Ordinance. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this board are Clayton Allen, Elton Brock, Sam Fogle, Steve Hammond, LeaShondria Harden, Zachary Henderson, and Nathan McDaniel. The staff member who works with this board is Alex Agnor, Assistant City Manager/Director of Economic Development & Strategic Initiatives. Questions may be directed to Ms. Agnor at 903-935-4526 or at Agnor.Alex@marshalltexas.net.

	TO:	City Council
	DATE:	August 27, 2026
	ITEM #:	10.B
	SUBJECT:	Consider and Possible Action on issuing a RFP for Construction Manager. (City Manager)

Recommendation for Action: Authorize the City Manager to solicit for Construction Management Services through a RFP or RFQ process.

Executive Summary: This item will allow the City Manager to develop and issue by a competitive process, Construction Management (Owners Representative) services. The intent of the services is to give the city an agent to look out for the city's best interest in all the infrastructure projects that are scheduled to be completed in the near future.

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

Budget Cost: The fee will be paid for by each capital project and the funding source related to the project.

Staff Contact: Greg Smith

Attachments: None

City of MARSHALL TEXAS	TO:	City Council
	DATE:	August 27, 2026
	ITEM #:	10.C
	SUBJECT:	Report on 800 MHz radio system. (Support Services)

Recommendation for Action:

Executive Summary: Project background — The city of Marshall jointly met with Harrison County and Motorola on June 30, 2022. We discussed the option for a county wide radio system that would provide safe and interoperable communications for all first responders within our community(s). Motorola proposed the expansion of the TxWARN (Texas Wide Area Network) radio system that is managed from the Harris County Universal Services office in Harris County. This system has already been expanded up through Tyler and has since moved into Gregg County and Rusk County. The project total was just over 10 million dollars with the City's portion coming to $6,095,117 approved by council on July 13, 2023.

Technical scope and system type — We chose a 700/800 MHz P25 Phase II digital trunked simulcast radio system with 4 towers and one more added later under a grant approval.

Interoperability — this system was chosen primarily for its interoperability status. Much of the State (and adjoining states) have gone to this type system. Having the same type system allows for us to be deployed to adjoin communities and have full communication upon arrival. It also allows others to reciprocate in the same way if we had a local disaster and required assistance from other agencies, whether they be local, state or federal – all would be able to communicate on our system.

Current phase and overall timeline status — We have had many setbacks and delays along the schedule of this project, but I am happy to say we are back on track and quickly moving towards the finish line.

Budget and costs — the $6,095,117 budget has remained on budget with no change orders. The project funds were covered through municipal certificate of obligation. We have paid Motorola $6,023,830 YTD leaving $71,280 left on the contract.

Vendor and contractor status — Mobile Communications of America was the Motorola vendor chosen for the project as they had already facilitated build outs on the existing system in other counties in Texas.

Testing and acceptance — currently, as of today, only two of the four towers are functional. These are the two towers on the city's side of the project. One located at the old police and fire complex (Fulton Site) and one we partnered with TxDOT on is on the TxDOT facility located on loop 390 East side of Marshall. This will be a key location for radio coverage as the I69/I369 project develops. We have been testing portable (hand held) radio coverage within the city for several weeks. Many of the areas where we have had poor to know coverage in the past (ER, Jr High) worked without problems. The testing has been very positive with the overall results exceeding our expectations and they can only get better as the other towers are brought online.

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

Budget Cost: $6,095,117

Staff Contact: Randy Pritchard

Attachments: None