

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



Members
Amy Ware, District 4 - Mayor
Marvin Bonner, District 1
Leo Morris, District 2
Jennifer Truelove, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
October 26, 2023
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 Items to be Withdrawn From Consent Agenda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 October 12, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of a resolution for a Multiple User Agreement with TXDOT regarding placement of LPR cameras on TXDOT rights-of-way. (Police)

6. Consideration of Items Withdrawn From the Consent Agenda

7. Public Hearings & Ordinances

- A. **Z-23-10-** Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for the residue of Lot 3 of the Gateway Park Subdivision, and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B. From A&E (Agriculture and Estate) to I-2 (Heavy Industry). Parcel No. #R000026542. Location 300 Block of Gateway Park Drive.

- B. **Z-23-11**: Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for the residue of a 223.729 acre tract of land parcel # R000051930, a 25.284 acre tract parcel # R000051929, a 99.380 acre tract parcel # R009920688, a 4.01 acre tract parcel # R 000050234, and a 27 acre tract parcel # R000011757 all located in the S. Murphey Survey A-15. From A&E (Agriculture and Estate) to I-2 (Heavy Industry). Location 7100 Block of Regency Road.

8. Ordinance

- A. Consider approval of an ordinance regarding the comprehensive fee schedule.
(Finance)

9. Adjournment

Posted: N. Smith
October 23, 2023
5:00 PM

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



TO: City Council
DATE: October 26, 2023
ITEM #: 5.A
SUBJECT: Consider approval of the minutes from the October 12, 2023 Regular Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the October 12, 2023 Regular Council meeting.

Executive Summary: Minutes from the Regular meeting held on October 12, 2023.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 10-12-2023 minutes

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



Members
Amy Ware, District 4 - Mayor
Marvin Bonner, District 1
Leo Morris, District 2
Jennifer Truelove, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
October 12, 2023
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 06:00 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Jennifer Truelove
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Micah Fenton

ABSENT: Councilmember Marvin Bonner (Motion to excuse: Mayor Ware Second:
Councilmember Abraham Vote: 6:0)

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager	Scott Rectenwald, City Attorney
Cliff Carruth, Police Chief	Dawn Jones, Finance Director
Reggie Cooper, Fire Chief	
Anna Lane, Community Services Director	
Randy Pritchard, Support Services Director	
Nikki Smith, City Secretary/Payroll Accountant	

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

- A. Presentation of a proclamation honoring Marshall Public Library on its 50th anniversary of service to Marshall and Harrison County residents. (Community Services)
Anna Lane, Community Services Director, provided information regarding plans for the celebration of the 50th anniversary of the Marshall Public Library.

Mayor Ware read the proclamation celebrating the 50th anniversary of the Marshall

Public Library.

The proclamation was presented to the Marshall Public Library staff, Board of Trustees and Friends of the Public Library.

- B. Presentation of a proclamation designating the week of October 8 – 14, 2023 as Fire Prevention Week in the City of Marshall – theme this year is “Cooking safety starts with YOU. Pay attention to fire prevention.” (Mayor Ware)
Reggie Cooper, Fire Chief, thanked the council for the recognition of Fire Prevention Week.

Scott Barmore, Fire Marshal, provided information regarding Fire Prevention Week.

Mayor Ware read the proclamation designating October 8-14, 2023 as Fire Prevention Week in the City of Marshall, Texas.

The proclamation was presented to members of the Marshall Fire Department.

- C. Presentation of a proclamation recognizing October 2023 as National Cyber Security Awareness Month. (Support Services)
Randy Pritchard, Support Services Director, provided information regarding National Cyber Security Awareness Month.

Mayor Ware read the proclamation recognizing October 2023 as National Cyber Security Awareness Month.

The presentation was presented to the Support Services Department.

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

Item C was 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 Abraham made a motion to approve the Consent Agenda.
Councilmember Fenton seconded the motion, which passed by a vote of 6:0.**

- A. Consider approval of the minutes from the September 28, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of a resolution adopting the City of Marshall Investment Policy. (Finance)

7. Consideration of Items Withdrawn From the Consent Agenda

- C. Consider approval of a Resolution to cast votes for the Harrison Central Appraisal District Board of Directors. (City Manager)
Terrell Smith, City Manager, stated the resolution would be for nominations to the Harrison Central Appraisal District Board of Directors.

Councilmembers asked questions and discussed.

Councilmember Abraham made a motion to nominate Bettye Fisher and Councilmember Leo Morris to the Harrison Central Appraisal District Board of Directors. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

8. Public Hearings & Ordinances

- A. Conduct a public hearing and consider approval of an ordinance extending the term of Tax Increment Reinvestment Zone Number One. (Finance)
Alex Agnor, Assistant Finance Director, provided information regarding the need to extend the term of Tax Increment Reinvestment Zone Number One.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmember Morris made a motion to approve an ordinance extending the term of Tax Increment Reinvestment Zone Number One. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

- B. Consider approval of an Ordinance amending the 2023 Annual Budget. (Finance)
Kristina Hamilton, Assistant Finance Director, provided information regarding needed amendments to the 2023 annual budget.

Councilmembers asked questions and discussed.

Councilmember Abraham made a motion to approve an Ordinance amending the 2023 Annual Budget. Councilmember Morris seconded the motion, which passed by a vote of 6:0.

9. Resolution

10. City Manager Reports and Requests for City Council Consideration

- A. Update on Wonderland of Lights 2023. (Main Street)
Lacy Burson, Main Street Manager, provided an update on Wonderland of Lights' planned activities for 2023.

Councilmembers asked questions and discussed.

- B. Consider approval of the purchase and installation of a LED marquee sign at Memorial City Hall. (Memorial City Hall)
Glenn Barnhart, Memorial City Hall Performance Center Manager, asked for approval for the purchase of a LED marquee sign on the front awning at Memorial City Hall at a cost of \$86,241, funded by HOT Funds.

Trey Patterson, Comet Signs, provided information regarding the LED marquee sign for Memorial City Hall.

Councilmembers asked questions and discussed.

Councilmember Abraham made a motion to approve the purchase and installation of a LED marquee sign at Memorial City Hall. Councilmember Morris seconded the motion, which passed by a vote of 6:0.

11. Adjournment

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

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: October 26, 2023
ITEM #: 5.B
SUBJECT: Consider approval of a resolution for a Multiple User Agreement with TXDOT regarding placement of LPR cameras on TXDOT rights-of-way. (Police)

Recommendation for Action: Approve Resolution

Executive Summary: The Council previously approved a contract with Flock Safety for the installation and operation of license plate reader cameras in the City.

This resolution allows the City to enter into an agreement with the Texas Department of Transportation for installation of the previously approved cameras on TXDOT rights-of-way.

Budget Cost: \$0.00

Staff Contact: Cliff Carruth - Chief of Police

Attachments:

1. 2044 - MUA (1) (1) (2)
2. Resolution TXDOT MUA



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and
Entity Name _____, hereinafter called Name for Contract _____,
party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day _____ day of _____ month of the year _____, 20 XX _____, the governing body for the Name for Contract _____, entered into Resolution/Ordinance No. _____ Ordinance _____ hereinafter identified by reference, authorizing the Name for Contract _____'s participation in this agreement with the State; and

WHEREAS, the Name for Contract _____ has requested the State to permit the construction, maintenance and operation of a public _____ Public work to be installed _____ on the highway right of way, (ROADWAY _____ Highway Name _____ CONTROL SECTION NO. _____ Ctrl No. _____). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the Name for Contract _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the Name for Contract _____ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

 Name for Contract will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Name for Contract shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Name for Contract and found not to comply with ADA or TAS shall be corrected at the entire expense of the Name for Contract .

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Name for Contract . Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Name for Contract has failed to comply with these responsibilities, it will perform the necessary work and charge Name for Contract the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Name for Contract shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Name for Contract shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Name for Contract for the use of the facility under this agreement, the Name for Contract will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Name for Contract must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Name for Contract 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

 Name for Contract shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Name for Contract has failed to timely remove the facility, it will perform the necessary work and charge Name for Contract the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Name for Contract shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Name for Contract shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE Name for Contract WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 20XX , THE City Name (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Name for Contract . Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Name for Contract shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The Name for Contract , shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. Name for Contract shall include TxDOT as an additional insured by endorsement in Name for Contract 's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the Name for Contract 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The Name for Contract shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The Name for Contract , for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Name for Contract shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The Name for Contract must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Name for Contract if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	Address Name
Maintenance Division	Address Name
125 East 11th Street	Address Road/Street/Hwy
Austin, Texas 78701-2483	Address City/State/Zip

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20____, and the State on the _____ day of _____, 20____.

STATE OF TEXAS

(Name of other party)

By: _____
Signature

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL,
TEXAS AUTHORIZING A MULTIPLE USE AGREEMENT BETWEEN THE
CITY OF MARSHALL AND THE TEXAS DEPARTMENT OF PUBLIC
SAFETY (TXDOT) AUTHORIZING THE INSTALLATION OF
AUTOMATED LICENSE PLATE READERS ALONG TXDOT RIGHTS-OF-
WAY**

2032 City of Marshall Resolution

WHEREAS, The City Council previously approved a contract between the City of Marshall and Flock Safety Inc. for the installation and operation of automated license plate reader system within the City Limits of Marshall; and

WHEREAS, some of these previously approved cameras will fall on rights-of-way maintained by TXDOT; and

WHEREAS, TXDOT required a Multiple Use Agreement between the City of Marshall and TXDOT before authorizing the installation of said equipment on TXDOT rights-of-way;

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

1.

The City Council of the City of Marshall hereby authorizes a multiple use agreement between the City of Marshall and TXDOT authorizing Flock Safety to install automated license plate readers along TXDOT rights-of-way; and an executed copy of this agreement shall be attached as Exhibit A.

2.

The City Manager or his designee is authorized to execute all documents necessary to complete this transaction

3.

The findings set forth in the preamble to this resolution are hereby in all things
approved.

4.

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

6.

All other prior resolutions or portions of resolutions of the City of Marshall in conflict with the terms and provisions of this resolution are hereby repealed to the extent of such conflict only.

7.

This resolution shall be effective on and after its passage.

PASSED, APPROVED, AND ADOPTED THIS THE _____ DAY OF _____, 2023.

Amy Ware, Chairman

ATTEST:

Nikki Smith, City Secretary



TO: City Council
DATE: October 26, 2023
ITEM #: 7.A
SUBJECT: **Z-23-10-** Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for the residue of Lot 3 of the Gateway Park Subdivision, and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B. From A&E (Agriculture and Estate) to I-2 (Heavy Industry). Parcel No. #R000026542. Location 300 Block of Gateway Park Drive.

Recommendation for Action: Request Rezoning from A&E (Agriculture and Estate) to I-2 (Heavy Industry).

Executive Summary: n/a

Budget Cost: n/a

Staff Contact: Garnett Johnson; 903-578-0004; johnson.garnett@marshalltexas.net

Attachments:

1. Agenda sheet Z-23-10 Gateway Park
2. Z-23-10 Aerial
3. Site Pictures Z-23-10 300 block Gateway park dr
4. (14)Z-23-10 PON map
5. O-23-13 Annexing Lot 3 Gateway Park Subdivision
6. PZ ordinance 10.26.23- Z-23-10



Agenda Information Sheet

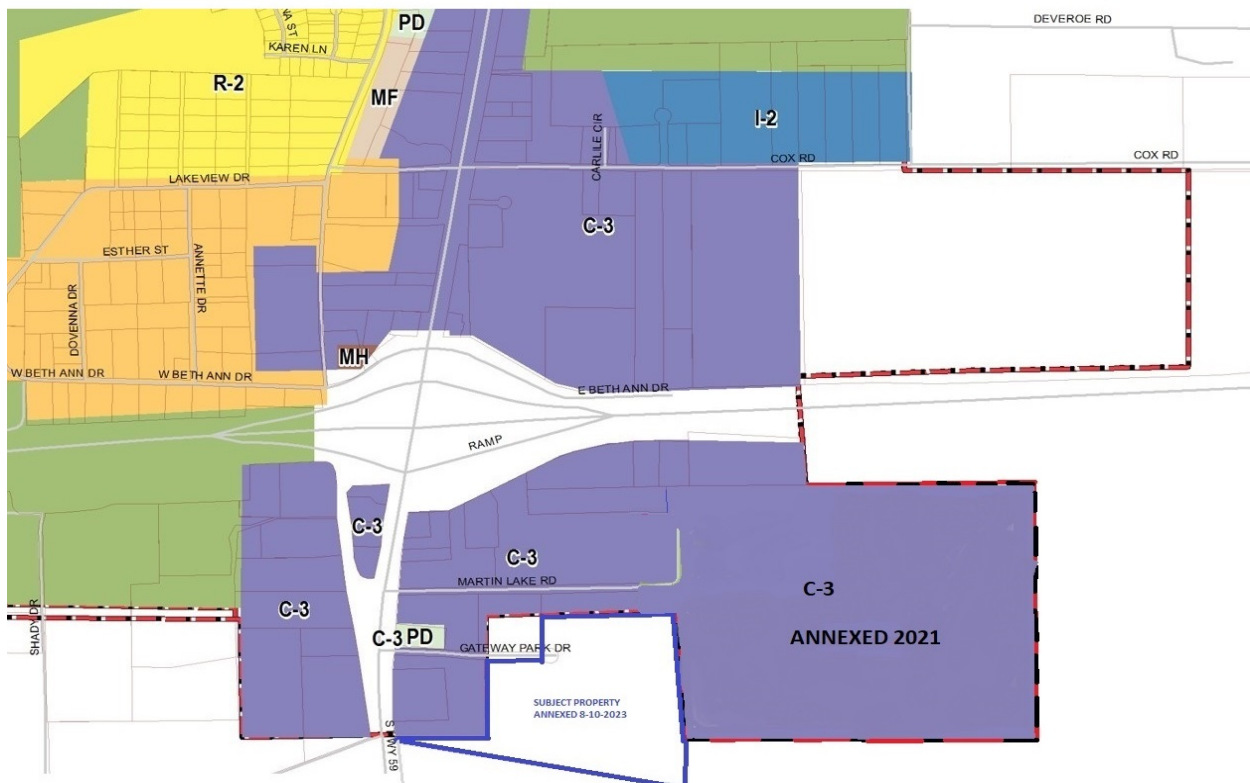
October 9, 2023

- A. B. Z-23-10:** Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for the residue of Lot 3 of the Gateway Park Subdivision, and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B. From A&E (Agriculture and Estate) to I-2 (Heavy Industry). Parcel No. #R000026542. Location 300 Block of Gateway Park Drive.

Applicant	MEDCO (Rush Harris) 100 South Bolivar Marshall Texas 75670
Property Owner	MEDCO (Rush Harris) 100 South Bolivar Marshall Texas 75670
Surrounding Property Notices	7 Notices Sent within 200 ft of the Site 0 Responses back
Existing Zoning	A&E (Agriculture and Estate)
Proposed Zoning	I-2 (Heavy Industry)

Location Map:

Z-23-10



Background & Summary of Request:

The Applicant is requesting a zoning change to market the property for potential businesses.

Pictures of the Site:**Existing Conditions:**

The subject property currently is vacant.

	Zoning Classification	Land Use
North of the Property	Commercial C-3 (General Business)	Commercial
East of the Property	C-3 (General Business)	Commercial Business
South of the Property	Outside City Limits	Vacant and wooded property
West of the Property	C-3 (General Business)	Commercial Business

Water and sewer service:

8" Water and 8" sewer mains along Gateway Park Drive.

Comprehensive Plan and Future Land Use Analysis:

The 2018 Future Land Use Map does not show the proposed use it was outside the city at the time of the compiled map. The following questions should be answered when determining if a zoning change is appropriate: This property has been developed for future commercial businesses.

1. Will the proposed change be in compliance with the goals of the Comprehensive Plan? *The proposed change would be in compliance with the Comprehensive Plan because it does about industry classification to the north.*
2. Will there be an adverse impact on surrounding property if the request is approved? In evaluating this question, consideration should be given to all permitted uses in the proposed new zoning and the impact it could have on surrounding property. *The surrounding property is primarily developed with industrial type businesses.*
3. Is the property suitable for use as it is currently zoned or does the zoning need to be changed to allow the property to be put to use in a way that is in keeping with the surrounding activities. *The property is currently surrounded commercial type businesses. The zoning will need to be changed to allow the applicant the ability to development the property for what is proposed.*
4. What is the relationship of the proposed change to the health, safety and welfare of the general community? In other words, will the change make the community better or is it merely for the convenience of the owner? Will surrounding property owners suffer or lose any enjoyment in the area of their property as a result of this change? Does the proposed change seem to be a logical extension of similar types of development? *Through the development standards proposed, the applicant is attempting to protect the surrounding property owners from any possible nuisances the development could impose.*

Suggested Motions:

1. Motion to recommend approval of case number Z-23-10 as requested.
2. Motion to recommend denial of case number Z-23-10.

Attachments:

1. Aerial of Site
2. Pictures of the Site
3. 200 Foot Notification Map



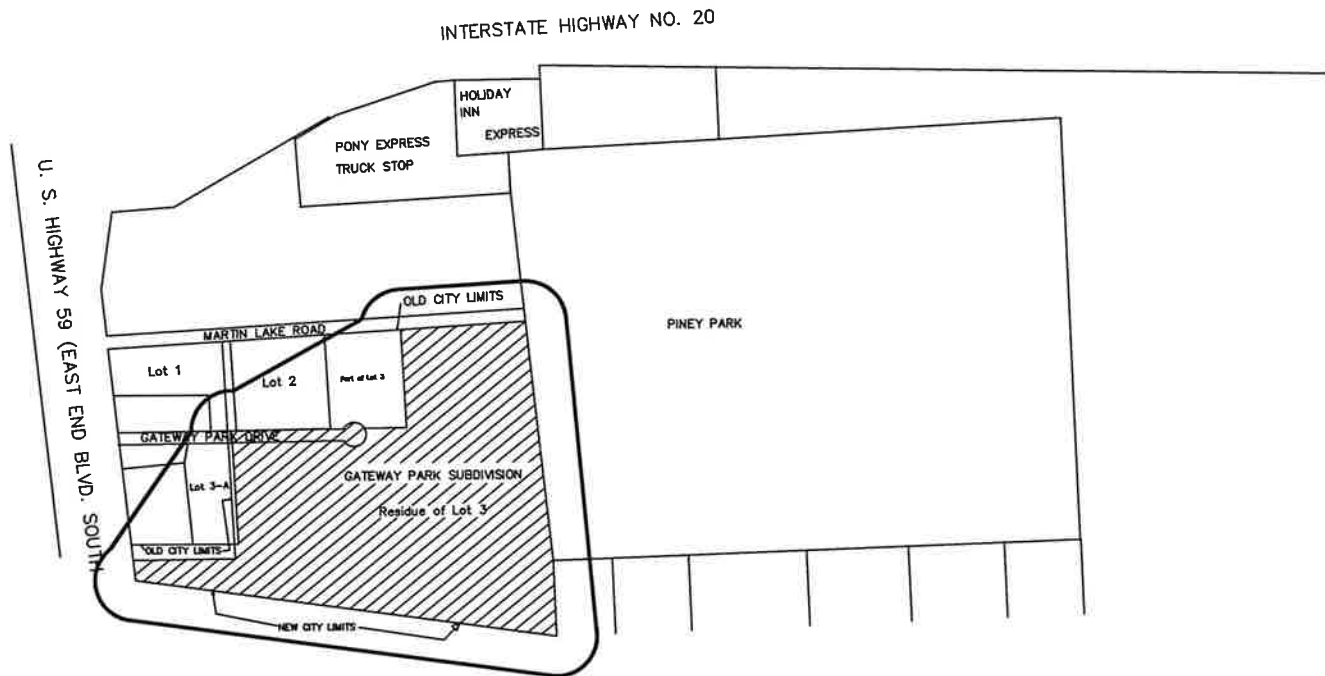
Z-23-10
Site Pictures



Commercial to the west



Commercial to the North



Case No. Z-23-10

Scale: 1"=1000'

Date: 10-09-2023

PLANNING DEPARTMENT
CITY OF MARSHALL, TEXAS

Remarks: A request for a re-zone of a 41 acre tract of land in the J. Fields Survey A-249. Being the residue of Lot 3 Gateway Park Subdivision From A&E(Agriculture and Estate) to I-2(Heavy Industry)

Applicant: Medco(Rush Harris).
Location: 300 Block Gateway Park Drive

O-23-13

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THOSE PORTIONS OF THE GATEWAY PARK SUBDIVISION, AS HEREINAFTER DESCRIBED, TO THE CITY OF MARSHALL, HARRISON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

WHEREAS, the Texas Local Government Code and the Charter of the City of Marshall, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS the City of Marshall has considered and approved a petition of all of the landowners within the hereinafter described property; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Marshall, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision, and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B.

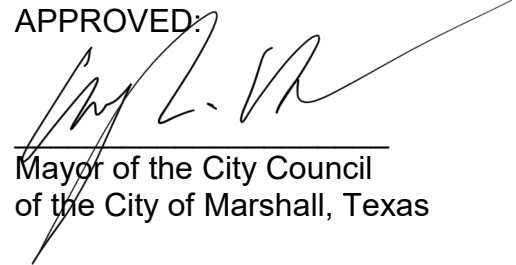
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS:

1. That the heretofore described property is hereby annexed to the City of Marshall, Harrison County, Texas, and that the boundary limits of the City of Marshall be and the same are hereby extended to include the above described territory within the city limits of the City of Marshall, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Marshall and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan or agreement for the area is hereby adopted and attached as exhibit A.

The City Secretary is hereby directed to file with the County Clerk of Harrison, Texas, a certified copy of this ordinance.

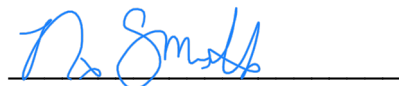
PASSED by an affirmative vote of all members of the City Council, this the 10th day of August, 2023.

APPROVED:



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

ATTEST:



City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 0-87-13 REZONING REQUEST FOR THE RESIDUE OF LOT 3 OF THE GATEWAY PARK SUBDIVISION, AND BEING DESCRIBED BY METES AND BOUNDS IN THAT PLAT RECORDED IN THE PLAT RECORDS OF HARRISON COUNTY, TEXAS IN CABINET B, PAGE 129-B, LESS AND EXCEPT LOTS 1, 2, AND 3A AS FURTHER DESCRIBED IN THAT PLAT RECORDED IN THE HARRISON COUNTY PLAT RECORDS IN CABINET B, PAGE 170-B. FROM A&E (AGRICULTURE AND ESTATE) TO I-2 (HEAVY INDUSTRY). PARCEL NO. #R000026542. LOCATION 300 BLOCK OF GATEWAY PARK DRIVE.

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

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

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request zoning district map amendments; and

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

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

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council held a public hearing in Marshall, Texas at City Hall on the 26th day of October, 2023, at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

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

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

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

Section 2. REZONING REQUEST FOR THE RESIDUE OF LOT 3 OF THE GATEWAY PARK SUBDIVISION, AND BEING DESCRIBED BY METES AND BOUNDS IN THAT PLAT RECORDED IN THE PLAT RECORDS OF HARRISON COUNTY, TEXAS IN CABINET B, PAGE 129-B, LESS AND EXCEPT LOTS1, 2, AND 3A AS FURTHER DESCRIBED IN THAT PLAT RECORDED IN THE HARRISON COUNTY PLAT RECORDS IN CABINET B, PAGE 170-B. FROM A&E (AGRICULTURE AND ESTATE) TO I-2 (HEAVY INDUSTRY). PARCEL NO. #R000026542. LOCATION 300 BLOCK OF GATEWAY PARK DRIVE.

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

PASSED on the 26th day of October, 2023.

AYES: __

NOES: __

ABSTAINED: __

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: October 26, 2023
ITEM #: 7.B
SUBJECT: **Z-23-11**: Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for the residue of a 223.729 acre tract of land parcel # R000051930, a 25.284 acre tract parcel # R000051929, a 99.380 acre tract parcel # R009920688, a 4.01 acre tract parcel # R000050234, and a 27 acre tract parcel # R000011757 all located in the S. Murphey Survey A-15. From A&E (Agriculture and Estate) to I-2 (Heavy Industry). Location 7100 Block of Regency Road.

Recommendation for Action: Request rezoning from A&E (Agriculture and Estate) to I-2 (Heavy Industry).

Executive Summary: n/a

Budget Cost: n/a

Staff Contact: Garnett Johnson; 903-578-0004; johnson.garnett@marshalltexas.net

Attachments:

1. Agenda sheet Z-23-11 7100 block regency road
2. Z-23-11 Aerial
3. (17)Site Pictures Z-23-11 7100 block regency rd
4. (18)Z-23-11 PON map
5. O-23-14 Annexing Marshall Industrial Park Units 1 & 2
6. PZ ordinance 10.26.23- Z-23-10-11



Agenda Information Sheet

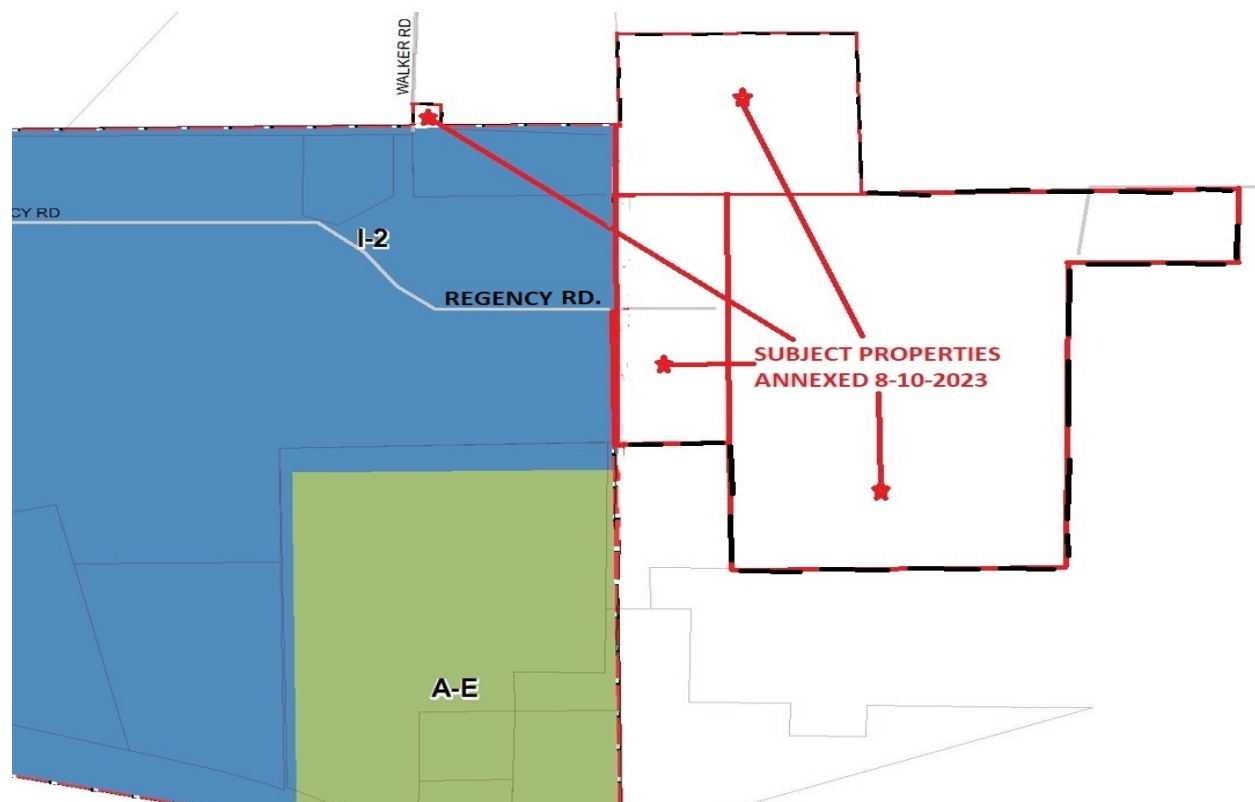
October 9, 2023

- A. C. **Z-23-11**: Conduct a public hearing and make a recommendation to the City Council regarding a rezoning request for the residue of a 223.729 acre tract of land parcel # R000051930, a 25.284 acre tract parcel # R000051929, a 99.380 acre tract parcel # R009920688, a 4.01 acre tract parcel # R 000050234, and a 27 acre tract parcel # R000011757 all located in the S. Murphey Survey A-15. From A&E (Agriculture and Estate) to I-2 (Heavy Industry). Location 7100 Block

Applicant	MEDCO (Rush Harris) 100 South Bolivar Marshall Texas 75670
Property Owner	MEDCO (Rush Harris) 100 South Bolivar Marshall Texas 75670
Surrounding Property Notices	1 Notices Sent within 200 ft of the Site 0 Responses back
Existing Zoning	A&E (Agriculture and Estate)
Proposed Zoning	I-2 (Heavy Industry)

Location Map:

Z-23-11



Background & Summary of Request:

The Applicant is requesting a zoning change to market the property for potential businesses.

Pictures of the Site:



Existing Conditions:

The subject property currently is vacant and Commercial Building.

	Zoning Classification	Land Use
North of the Property	Outside city limits	Vacant/wooded
East of the Property	Outside city limits	Vacant/wooded
South of the Property	Outside City Limits	Vacant/wooded
West of the Property	I-2 (Heavy Industry)	Commercial Business

Water and sewer service:

8” Water and 8” sewer mains along Gateway Park Drive.

Comprehensive Plan and Future Land Use Analysis:

The 2018 Future Land Use Map does not show the proposed use, it was outside the city limits at the time of the compiled map. The following questions should be answered when determining if a zoning change is appropriate: This property will be developed for future commercial businesses.

1. Will the proposed change be in compliance with the goals of the Comprehensive Plan? *The proposed change would be in compliance with the Comprehensive Plan because it does about industry classification to the west.*
2. Will there be an adverse impact on surrounding property if the request is approved? In evaluating this question, consideration should be given to all permitted uses in the proposed new zoning and the impact it could have on surrounding property. *The surrounding property is primarily developed with industrial type businesses and vacant/wooded.*
3. Is the property suitable for use as it is currently zoned or does the zoning need to be changed to allow the property to be put to use in a way that is in keeping with the surrounding activities. *The property is currently surrounded commercial type businesses. The zoning will need to be changed to allow the applicant the ability to development the property for what is proposed.*
4. What is the relationship of the proposed change to the health, safety and welfare of the general community? In other words, will the change make the community better or is it merely for the convenience of the owner? Will surrounding property owners suffer or lose any enjoyment in the area of their property as a result of this change? Does the proposed change seem to be a logical extension of similar types of development? *Through the development standards proposed, the applicant is attempting to protect the surrounding property owners from any possible nuisances the development could impose.*

Suggested Motions:

1. Motion to recommend approval of case number Z-23-11 as requested.
2. Motion to recommend denial of case number Z-23-11.

Attachments:

1. Aerial of Site
2. Pictures of the Site
3. 200 Foot Notification Map



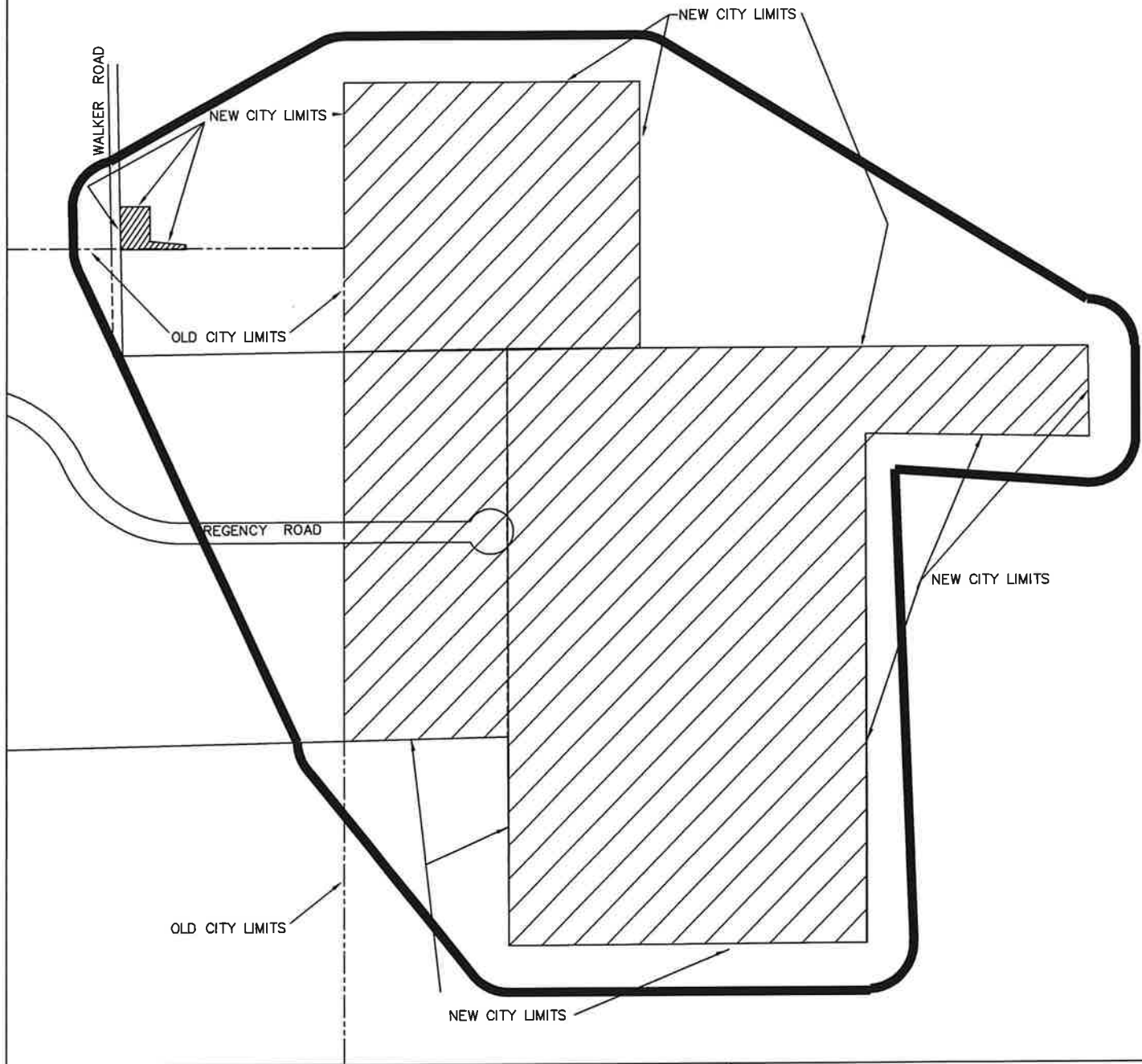
Z-23-11
Site Pictures



Commercial to the west



Commercial to the North



Case No. Z-23-11

Scale: 1"=700'

Date: 10-09-2-23

PLANNING DEPARTMENT
CITY OF MARSHALL, TEXAS

Remarks: a request to
rezone 153.55 acres of
land in the Samuel
Murphey Survey A-15
From A&E(Agriculture and
(Estate) to I-2 (Heavy
Industry)

Applicant: Medco (Rush Harris)
Located: 7200 Blk. Regency Rd.

0-23-14

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF MARSHALL, HARRISON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

WHEREAS, the Texas Local Government Code and the Charter of the City of Marshall, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS the City of Marshall has considered and approved a petition of all of the landowners within the hereinafter described property; and

WHEREAS, the procedures prescribed by the (Texas Local Government Code and/or Charter) of the City of Marshall, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

All those lots, tracts or parcels of land described as follows:

Tract 1:

all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain tract designated as "Tract No. 2" in deed from the Marshall Industrial Foundation, Inc. to the Marshall Economic Development Corporation, dated December 30, 1992, and recorded in Volume 1322, Page 858 of the Harrison County Deed Records, said "Tract No. 2" is more particularly described as "First Tract" a called 399.812 ac tract, and the "Second Tract" a 44.817 ac tract, in deed from the Reinhold F. Dudeck Trust to the Marshall Industrial Foundation, Inc., and recorded in Volume 826, Page 394 of said Deed Records, said portion to be included in the City limits estimated at 122 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

Tract 2:

a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain 11.61 acres in deed from the Willie E. Williams also known as Willie E. Williams, Sr. to the Marshall Economic Development Corporation, dated June 14, 2013, and recorded in Document No. 2013-00007185 of the Harrison

County Deed Records, said portion to be included in the City limits estimated at 2.5 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

Tract 3:

27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, Harrison County Texas as described in that certain Sheriff's Deed from Brandon J. Fletcher to Citron Texas Holdings LLC, dated June 1, 2021, and recorded in Document 2021-000007361 of the Harrison County Deed Records, said tract being further described as Tax Account No. R000011757.

Tract 4:

any and all portions of the Marshall Industrial Park Unit 1 and Unit 2 owned by the Marshall Economic Development Corporation as of the effective date of this instrument, the intent being to annex all Marshall Economic Development Corporation property in or contiguous to the Marshall Industrial Park Units 1 and 2, into the City Limits of Marshall, Texas.

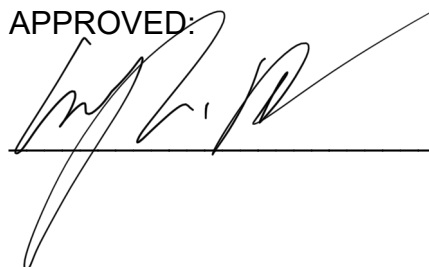
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS:

1. That the heretofore described property is hereby annexed to the City of Marshall, Harrison County, Texas, and that the boundary limits of the City of Marshall be and the same are hereby extended to include the above described territory within the city limits of the City of Marshall, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Marshall and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan or agreement for the area is hereby adopted and attached as exhibit A.

The City Secretary is hereby directed to file with the County Clerk of Harrison, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the 10th day of August, 2023.

APPROVED:

A handwritten signature in black ink, appearing to be "M. R.", is written over a horizontal line. The signature is stylized and extends slightly above and below the line.

Mayor

ATTEST:



City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 0-87-13 REZONING REQUEST FOR THE RESIDUE OF A 223.729 ACRE TRACT OF LAND PARCEL # R000051930, A 25.284 ACRE TRACT PARCEL # R000051929, A 99.380 ACRE TRACT PARCEL # R009920688, A 4.01 ACRE TRACT PARCEL # R 000050234, AND A 27 ACRE TRACT PARCEL # R000011757 ALL LOCATED IN THE S. MURPHEY SURVEY A-15. FROM A&E (AGRICULTURE AND ESTATE) TO I-2 (HEAVY INDUSTRY). LOCATION 7100 BLOCK OF REGENCY ROAD.

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

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

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request zoning district map amendments; and

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

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

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council held a public hearing in Marshall, Texas at City Hall on the 26th day of October, 2023, at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

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

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

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

Section 2. REZONING REQUEST FOR THE RESIDUE OF A 223.729-ACRE TRACT OF LAND PARCEL # R000051930, A 25.284-ACRE TRACT PARCEL # R000051929, A 99.380-ACRE TRACT PARCEL # R009920688, A 4.01-ACRE TRACT PARCEL # R 000050234, AND A 27-ACRE TRACT PARCEL # R000011757 ALL LOCATED IN THE S. MURPHEY SURVEY A-15. FROM A&E (AGRICULTURE AND ESTATE) TO I-2 (HEAVY INDUSTRY). LOCATION 7100 BLOCK OF REGENCY RD.

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

PASSED on the 26th day of October, 2023.

AYES: __

NOES: __

ABSTAINED: __

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: October 26, 2023
ITEM #: 8.A
SUBJECT: Consider approval of an ordinance regarding the comprehensive fee schedule. (Finance)

Recommendation for Action: Requesting approval of FY 24 comprehensive fee schedule.

Executive Summary: Staff has compiled a comprehensive fee schedule to allow for a central location of fees charged by the various departments of the City of Marshall.

Budget Cost: n/a

Staff Contact: Kristina Hamilton, Assistant Finance Director

Attachments:

1. R-23-18 FY24 Comprehensive Fee Schedule
2. FY24 Comprehensive Fee Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS, SETTING THE RATES AND FEES FOR SERVICES PROVIDED BY THE CITY OF MARSHALL; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS CONDUCTED IN STRICT COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that setting fees and charges for services provided by City personnel to citizens by resolution will save money and staff time by eliminating the need for continual updates to the Code of Ordinances to reflect changes in such fees and charges; and

WHEREAS, the City Council desires to adopt fees and charges that accurately compensate the City for its costs in providing the facilities, services, and materials;

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

SECTION 1. That the findings set out in the preamble to this resolution are hereby in all things approved.

SECTION 2. That all fees charged by the City of Marshall shall follow the fee schedule attached to this resolution (Attachment A).

SECTION 3. That the meeting at which this resolution was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

SECTION 4. That all other prior resolutions or portions of resolutions of the City of Marshall in conflict with the terms and provisions of this resolution are hereby repealed to the extent of such conflict only.

SECTION 5. That the repeal of any resolution or portion of a resolution by this resolution shall not affect the validity of any pending enforcement action or fees outstanding and due and payable for services rendered on or before the effective date of this resolution.

SECTION 6. That this resolution shall be effective on the 26th day of October, 2023.

Passed and approved this 26th day of October, 2023.

Amy Ware, Mayor
City of Marshall, Texas

Attest:

Nikki Smith, City Secretary



City of Marshall

Comprehensive Fee Schedule FY24

Category	Fee Description	Current Fee Amount	Proposed FY24 Fee Amount
Alarms, Emergency	Permit, Annual	\$ 25.00	
Alarms, Emergency	Service Charge, False Alarm, Non-payment of False Alarm Fee (\$5 per day, Maximum \$50)	\$ 5.00	
Alarms, Emergency	Service Charge, False Burglar Alarm, False Alarms 6 & 7 (each)	\$ 25.00	
Alarms, Emergency	Service Charge, False Burglar Alarm, False Alarms Above 7 (each)	\$ 100.00	
Alarms, Emergency	Service Charge, False Emergency Medical Assistance Alarm, False Alarms 6 & 7 (each)	\$ 25.00	
Alarms, Emergency	Service Charge, False Emergency Medical Assistance Alarm, False Alarms Above 7 (each)	\$ 100.00	
Alarms, Emergency	Service Charge, False Fire Alarm, False Alarms 6 & 7 (each)	\$ 25.00	
Alarms, Emergency	Service Charge, False Fire Alarm, False Alarms Above 7 (each)	\$ 100.00	
Alarms, Emergency	Service Charge, False Robbery Alarm, False Alarms 4 & 5 (each)	\$ 25.00	
Alarms, Emergency	Service Charge, False Robbery Alarm, False Alarms Above 5 (each)	\$ 100.00	
Alarms, Emergency	Service Charge, Invalid Permit, 1st Response	\$ 50.00	
Alarms, Emergency	Service Charge, Invalid Permit, 2nd Response	\$ 75.00	
Alarms, Emergency	Service Charge, Invalid Permit, 3 and Over Responses (each)	\$ 100.00	
Alarms, Emergency	Service Charge, Invalid Permit, Previous Years' Violations, 1st Response	\$ 50.00	
Alarms, Emergency	Service Charge, Invalid Permit, Previous Years' Violations, 2nd and Over Response	\$ 100.00	
Ambulance Services	ALS Emergency	\$ 1,400.00	
Ambulance Services	BLS Emergency	\$ 1,200.00	
Ambulance Services	Mileage, per mile	\$ 24.00	
Ambulance Services	ALS II Emergency	\$ 1,600.00	
Ambulance Services	ALS Non-Emergency	\$ 1,400.00	
Ambulance Services	BLS Non-Emergency	\$ 1,200.00	
Ambulance Services	No Transport-patient contact, no transport (inside City)	\$ 150.00	
Ambulance Services	No Transport-patient contact, no transport (outside City)	\$ 200.00	
Ambulance Services	Helicopter transfer charge	\$ 400.00	
Animal Control	Adoption Fee Standard Adult Cat	\$ 60	\$ 60
Animal Control	Adoption Fee Standard Adult Dog	\$ 70	\$ 100
Animal Control	Adoption Fee Standard Kitten < 6 months	\$100 and up	\$ -
Animal Control	Adoption Fee Standard Puppy < 6 months	\$100 and up	\$ -
Animal Control	Boarding Fee (per day)	\$ 10	
Animal Control	Cat, (Residency outside Marshall City Limit)	\$ 50	
Animal Control	Cat, plus 1-5 kittens	\$ 100	
Animal Control	Cat, plus 6+ kittens	\$ 150	
Animal Control	Dog, (Residency outside Marshall City Limit)	\$ 50	
Animal Control	Dog, plus 1-3 puppies	\$ 100	
Animal Control	Dog, plus 4+ puppies	\$ 150	
Animal Control	Impoundment Fee-Altered Animal (1st impoundment)	\$ 100	
Animal Control	Impoundment Fee-Altered Animal (2nd impoundment)	\$ 125	
Animal Control	Impoundment Fee-Altered Animal (3rd impoundment)	\$ 135	
Animal Control	Microchip	\$ 25	\$ 35
Animal Control	Quarantine (\$20 per day, Maximum \$200)	\$ 20	
Animal Control	Surrender Fee (compliant animal)	\$ -	\$ 50
Animal Control	Surrender Fee (non-compliant animal)	\$ 50	\$ 100
Animal Control	Surrender Fee (with offspring less than 4 months of age):	\$ -	\$ -
Animal Control	Vaccine, worming, flea treatment	\$ 20	\$ -
Arena, Marshall City	Stall Rentals (Per day)	\$ 15.00	\$ 20.00
Arena, Marshall City	Small Arena (Per day)	\$ 325.00	\$ 350.00
Arena, Marshall City	Shavings (40lb. Bag)	\$ 5.00	\$ 6.00
Arena, Marshall City	Large Arena (Per day)	\$ 475.00	\$ 600.00
Arena, Marshall City	Meeting Rooms	\$ 100.00	
Arena, Marshall City	Recreational Vehicle Hookups (Per day)	\$ 15.00	\$ 20.00
Ballfields	User fee per team participating in league play	\$ 90.00	
Ballfields	Tournaments User fee per field per event	\$ 50.00	
Ballfields	Tournaments, 10% of Profit		
Burning Permits	Open Burning Permit (90 days)	\$ 25.00	
Burning Permits	Land Clearing (per day) (Monday - Friday)	\$ 250.00	
Code Compliance Fees	Administrative Fee - Code Enforcement Non-Compliance	\$ 90.00	
Commercial	New Construction/Addition/Remodel Plan Review Permit	50% of the Permit Fee	
Commercial	New Construction/Addition/Remodel Permit Fee (Per Sq. Foot)	\$ 0.30	
Commercial	Electrical, Plumbing, or Mechanical- New Construction or Addition Permit	10% of the Original Building Permit Fee	
Commercial	Roofing - Permit	\$ 250.00	
Commercial	Electrical- Panel Replacement/ rewire/ Service- Meter Base Replacement - Permit	\$ 50.00	
Commercial	Electrical- others/ repairs - Permit	\$ 35.00	
Commercial	Plumbing- Slab leaks/ tunneling/ Sewer main replacement - Permit	\$ 50.00	
Commercial	Plumbing- others/ repairs - Permit	\$ 35.00	
Commercial	Mechanical- Replacement/ repairs - Permit	\$ 35.00	
Commercial	Certificate of Occupancy - Permit	\$ 50.00	
Commercial	Irrigation - Permit	\$ 125.00	
Commercial	Sign- 50 Sq Ft or Less Single Sided or Reface - Permit	\$ 65.00	
Commercial	Sign- 50 Sq Ft or Less Double Sided - Permit	\$ 80.00	
Commercial	Sign- Greater than 50 Sq Ft Single Sided or Reface - Permit	\$ 125.00	



City of Marshall

Comprehensive Fee Schedule FY24

Category	Fee Description	Current Fee Amount	Proposed FY24 Fee Amount	
Commercial	Sign- Greater than 50 Sq Ft Double Sided - Permit	\$	190.00	
Commercial	Driveway or Parking Lot - Permit	\$	150.00	
Commercial	Cell Tower Upgrade - Permit	\$	90.00	
Community Centers, Lions & Sm	Rental fees: 8 a.m. - 5 p.m.	\$	100.00	
Community Centers, Lions & Sm	Rental fees: ALL DAY	\$	150.00	
Community Centers, Lions & Sm	Deposit for Damages/Clean Up Fee	\$	150.00	
Convention Center, Marshall	Entire Facility (8 hours max.)	\$	1,550.00	\$ 1,650.00
Convention Center, Marshall	Caddo Hall (East or West - Up to 8 hours) Friday - Sunday Rate	\$	375.00	\$ 425.00
Convention Center, Marshall	Caddo Hall (East or West - Up to 8 hours) Non-profit Rate	\$	300.00	\$ 350.00
Convention Center, Marshall	Caddo Hall (East or West - Up to 8 hours) Monday - Thursday Rate	\$	325.00	
Convention Center, Marshall	Caddo Hall (East & West - Up to 8 hours) Friday - Sunday	\$	550.00	\$ 600.00
Convention Center, Marshall	Caddo Hall (East & West - Up to 8 hours) Non-profit Rate	\$	450.00	\$ 500.00
Convention Center, Marshall	Caddo Hall (East & West - Up to 8 hours) Monday - Thursday	\$	500.00	
Convention Center, Marshall	Big Cypress (1/3 Hall - Up to 8 hours) Friday - Sunday Rate	\$	275.00	\$ 325.00
Convention Center, Marshall	Big Cypress (1/3 Hall - Up to 8 hours) Non-profit Rate	\$	225.00	\$ 275.00
Convention Center, Marshall	Big Cypress (1/3 Hall - Up to 8 hours) Monday - Thursday Rate	\$	225.00	\$ 225.00
Convention Center, Marshall	Little Cypress (1/5 Hall - Up to 8 hours) Friday - Sunday Rate	\$	225.00	\$ 275.00
Convention Center, Marshall	Little Cypress (1/5 Hall - Up to 8 hours) Non-profit Rate	\$	175.00	\$ 225.00
Convention Center, Marshall	Little Cypress (1/5 Hall - Up to 8 hours) Monday - Thursday Rate	\$	200.00	\$ 250.00
Convention Center, Marshall	Bluebonnet Meeting Room (Up to 4 hours)	\$	75.00	\$ 100.00
Convention Center, Marshall	Lobby (Daily - Up to 8 hours)	\$	200.00	
Convention Center, Marshall	All American Meeting Room (Up to 4 hours)	\$	100.00	\$ 125.00
Convention Center, Marshall	Seven Flags Meeting Room (Up to 4 hours)	\$	100.00	\$ 125.00
Convention Center, Marshall	Seven Flags & All American Meeting Rooms (Up to 4 hours)	\$	200.00	\$ 250.00
Convention Center, Marshall	Stagecoach (Up to 4 hours)	\$	75.00	\$ 100.00
Convention Center, Marshall	Marshall (Up to 4 hours)	\$	50.00	\$ 75.00
Convention Center, Marshall	Sabine (Up to 4 hours)	\$	50.00	\$ 75.00
Convention Center, Marshall	Theater/Auditorium (Up to 8 hours) Friday - Sunday Rate	\$	650.00	
Convention Center, Marshall	Theater/Auditorium (Up to 8 hours) Non-profit Rate	\$	550.00	
Convention Center, Marshall	Theater/Auditorium (Up to 8 hours) Monday - Thursday Rate	\$	600.00	
Convention Center, Marshall	Theater/Auditorium (Up to 4 hours)	\$	325.00	
Convention Center, Marshall	Parking Lot (Display use only - Up to 8 hours)	\$	400.00	
Convention Center, Marshall	Stage (Half)	\$	10.00	\$ 50.00
Convention Center, Marshall	Stage (Full)	\$	-	\$ 100.00
Convention Center, Marshall	Podium	\$	5.00	\$ 10.00
Convention Center, Marshall	Microphone (Each)	\$	5.00	\$ -
Convention Center, Marshall	Projector	\$	15.00	\$ 30.00
Convention Center, Marshall	Sound System	\$	15.00	\$ 35.00
Convention Center, Marshall	Smart Board	\$	-	\$ 75.00
Convention Center, Marshall	Dry Erase Board	\$	5.00	\$ -
Convention Center, Marshall	Kitchen (Per day)	\$	150.00	\$ 200.00
Convention Center, Marshall	Ticket Office (Per day)	\$	25.00	\$ 35.00
Convention Center, Marshall	Concession Stand (Per day)	\$	25.00	\$ 35.00
Convention Center, Marshall	Portable Screen	\$	10.00	\$ -
Convention Center, Marshall	Coffee urn and supplies (Each)	\$	15.00	\$ 35.00
Convention Center, Marshall	Damages/Clean Up Fee Deposit (Refundable)	\$	400.00	\$ 500.00
Convention Center, Marshall	Additional Time Requested (Per hour)	\$	35.00	\$ 45.00
Convention Center, Marshall	Room Reset Fee	\$	100.00	\$ 100.00
Convention Center, Marshall	Theater Light & Sound Tech (Per hour)	\$	20.00	\$ 25.00
Convention Center, Marshall	Freight Storage (Per day)	\$	100.00	\$ 150.00
Day Care Inspection	Day Care / Pre-School State Inspection	\$	50.00	
False Alarm Fee	4th Fire Alarm within 1 Year	\$	150.00	
False Alarm Fee	5th Fire Alarm within 1 Year	\$	200.00	
False Alarm Fee	Additional After 5th Fire Alarm	\$	50.00	
Fire Alarm Permit	Installation/Replacement/Addition of Fire Alarm system	\$	100.00	\$ 150.00
Fire Spkl. Permit	Installation/Replacement/Addition of Fire Sprinkler system	\$	100.00	\$ 150.00
Fire Supp. Permit	Installation/Replacement/Addition of Fire Suppression system	\$	100.00	
Fire/Amb Report	Incident Report	\$	5.00	
Fire/Rescue Fees	Fire & Rescue Mitigation Rates & Fees (rate schedule on file at MFD)	-		
Fireworks Permit	Includes Pre-Inspection, Fire Watch, and Apparatus	\$	250.00	
Foster Home Insp.	Foster Home / Adoption State Inspection	\$	50.00	
Fuel Tank Permit	Intallation/Removal of Flammable/Combustible Storage Tank (per tank)	\$	-	\$ 100.00
Golf Course, Oaklawn	Cart Storage - Electric cart (monthly)	\$	23.00	\$ 23.70
Golf Course, Oaklawn	Cart Storage - Gas cart (monthly)	\$	12.50	\$ 12.90
Golf Course, Oaklawn	Cart, Rental, 9 Holes	\$	10.00	\$ 10.30
Golf Course, Oaklawn	Cart, Rental, 18 Holes	\$	15.00	\$ 15.50
Golf Course, Oaklawn	Cart, Rental, 27 Holes	\$	20.00	\$ 20.60
Golf Course, Oaklawn	Cart, Rental, 36 Holes	\$	25.00	\$ 25.70
Golf Course, Oaklawn	Driving Range, Large Bucket, w/monthly fee	\$	6.50	\$ 6.70
Golf Course, Oaklawn	Driving Range, Medium Bucket, w/monthly fee	\$	4.50	\$ 4.60



City of Marshall

Comprehensive Fee Schedule FY24

Category	Fee Description	Current Fee Amount	Proposed FY24 Fee Amount
Golf Course, Oaklawn	Driving Range, Small Bucket, w/monthly fee	\$ 3.25	\$ 3.30
Golf Course, Oaklawn	Driving Range, Large Bucket	\$ 10.00	\$ 10.30
Golf Course, Oaklawn	Driving Range, Medium Bucket	\$ 8.50	\$ 8.80
Golf Course, Oaklawn	Driving Range, Small Bucket	\$ 6.00	\$ 6.20
Golf Course, Oaklawn	Green Fees - Monthly	\$ 70.00	\$ 72.10
Golf Course, Oaklawn	Green Fees - Twilight	\$ 6.60	\$ 7.40
Golf Course, Oaklawn	Green Fees - 18 Holes Weekdays	\$ 12.01	\$ 12.40
Golf Course, Oaklawn	Green Fees - 18 Holes Weekends/Holidays	\$ 20.00	\$ 20.60
Golf Course, Oaklawn	Trail Fees - Daily	\$ 6.50	\$ 6.70
Golf Course, Oaklawn	Trail Fees - Monthly	\$ 13.50	\$ 13.90
Golf Course, Oaklawn	Annual Membership	\$ 700.00	\$ 721.00
Golf Course, Oaklawn	Green Fees - 9 Holes Weekdays	\$ 7.25	\$ 7.50
Golf Course, Oaklawn	Green Fees - 9 Holes Weekends/Holidays	\$ 15.00	\$ 15.50
Group Home Insp.	Group Home State Inspection	\$ 75.00	
Health Department Fees	Annual Food Establishment Permits (1-13 Employees)	\$ 175.00	
Health Department Fees	Annual Food Establishment Permits (14+ Employees)	\$ 250.00	
Health Department Fees	Food Vendor/ Festival Concession Stand (Per Vendor)	\$ 25.00	
Health Department Fees	Catering Trucks/ Mobile Units - Annual Permit	\$ 150.00	
Health Department Fees	Temporary Food Permit (14 Days)	\$ 75.00	
Health Department Fees	Replacement Food Purveyors Permit	\$ 25.00	
Health Department Fees	Day Care W/ Food Establishment	\$ 175.00	
Health Department Fees	Day Care w/out Food Establishment	\$ 75.00	
Health Department Fees	Group Day/ Registered Home (Per Inspection)	\$ 50.00	
Health Department Fees	Foster Homes (Per Inspection)	\$ 25.00	
Health Department Fees	Seasonal Food Permit	\$ 90.00	
Health Department Fees	Health Re-Inspection	\$ 50.00	
Hospital Inspection	Hospital Inspection	\$ 300.00	
Information Services	Police Report - printed report	\$ 4.00	
Information Services	Police report - CD (photos, 911 call, etc.)	\$ 5.00	
Information Services	Accident Report - In Person/By Mail	\$ 6.00	
Information Services	Accident Report - Online	\$ 9.00	
Information Services	Background Checks - Individual	\$ 10.00	
Information Services	Background Checks - Business (Solicitation)	\$ 30.00	
Information Services	Report Requiring Extensive Prep Time (Per hour)	\$ 15.00	
Information Services	Body Cam/Car Video charge per minute	\$ 1.00	
Information Services	Body Cam/Car Video Media	\$ 10.00	
Inspection and Work without a Permit	Re-Inspections	\$ 50.00	
Inspection and Work without a Permit	After Hours Inspection (Per hour, 2-hour minimum)	\$ 50.00	
Inspection and Work without a Permit	Work Without a Permit Fees, 1 st Offense	\$ 150.00	
Inspection and Work without a Permit	Work Without a Permit Fees, 2 nd Offense	\$ 300.00	
Inspection and Work without a Permit	Work Without a Permit Fees, 3 rd Offense or More (Continued Contractor Registration with the City of Marshall)	\$ 500.00	
Library	Gold Room Meeting Space (per day)	\$ 35.00	\$ 50.00
Liquor Permit Fees	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ)	\$ 30.00	
Liquor Permit Fees	Malt Beverage Retail Dealer's Off-Premise License (BF)	\$ 30.00	
Liquor Permit Fees	Package Store Permit (P)	\$ 250.00	
Liquor Permit Fees	Wine-Only Package Store (Q)	\$ 37.50	
Liquor Permit Fees	Local Distributor's Permit (LP)	\$ 50.00	
Medical Fac. Insp.	Medical Facility Inspection (State Mandated)	\$ 75.00	
Memorial City Hall Performance	(Auditorium - per event daily (Monday-Friday 8am - 11pm) (Saturday 9am - 11pm) (Sunday 9am - 11pm) * 1 Officer	\$ 750.00	\$ 800.00
Memorial City Hall Performance	(Auditorium - per event daily (Monday-Friday 8am - 10pm) (Saturday 9am - 11pm) (Sunday 9am - 11pm) - 1 Officer	\$ 500.00	\$ 550.00
Memorial City Hall Performance	(Auditorium - Load-in and rehearsal days (no public assembly) (Monday-Friday 8am - 11pm) (Saturday 9am - 11pm) * 1 Officer	\$ 300.00	\$ 350.00
Memorial City Hall Performance	(Auditorium - Load-in and rehearsal days (no public assembly) (Monday-Friday 8am - 11pm) (Saturday 9am - 11pm) * 2 Officers	\$ 250.00	\$ 300.00
Memorial City Hall Performance	(Auditorium - Additional hourly usage fee after 10 hours	\$ 100.00	
Memorial City Hall Performance	(3rd Floor Great Room - (per hr) includes access and use of Lobby	\$ 125.00	
Memorial City Hall Performance	(3rd Floor Great Room - (per hr) includes access and use of Lobby - non-profit	\$ 75.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (1 - 49 Guests) * No Officer Required	\$ -	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (50 - 99 Guests) * 1 Officer	\$ 35.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (100 - 199 Guests) * 2 Officers	\$ 70.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (200 - 299 Guests) * 3 Officers	\$ 105.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (300 - 399 Guests) * 4 Officers	\$ 140.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (400 - 499 Guests) * 5 Officers	\$ 175.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (500 - 599 Guests) * 6 Officers	\$ 210.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (600 - 699 Guests) * 7 Officers	\$ 245.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - No Alcohol (700 - 800 Guests) * 8 Officers	\$ 280.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (1 - 49 Guests) * 1 Officer	\$ 40.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (50 - 99 Guests) * 2 Officer	\$ 80.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (100 - 199 Guests) * 3 Officers	\$ 120.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (200 - 299 Guests) * 4 Officers	\$ 160.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (300 - 399 Guests) * 5 Officers	\$ 200.00	
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (400 - 499 Guests) * 6 Officers	\$ 240.00	



City of Marshall

Comprehensive Fee Schedule FY24

Category	Fee Description	Current Fee Amount	Proposed FY24 Fee Amount
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (500 - 599 Guests) *7 Officers	\$	280.00
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (600 - 699 Guests) * 8 Officers	\$	320.00
Memorial City Hall Performance	(Police Security Fee (hourly) - w/ Alcohol (700 - 800 Guests) * 9 Officers	\$	360.00
Memorial City Hall Performance	(3rd Floor Kitchen - per event	\$	100.00
Memorial City Hall Performance	(Tablecloths (each)	\$	7.50
Memorial City Hall Performance	(Tables (60' round)	\$	15.00
Memorial City Hall Performance	Banquet chairs	\$	5.00
Memorial City Hall Performance	(Theatrical Lighting-operator fee not included	\$	100.00
Memorial City Hall Performance	(Sound System-operator fee not included	\$	100.00
Memorial City Hall Performance	(Video projectors/screen (auditorium only) operator fee not included	\$	100.00
Memorial City Hall Performance	(Cameras	\$	100.00
Memorial City Hall Performance	(Spotlights - opertor fee not included	\$	50.00
Memorial City Hall Performance	(Wireless Clear-Com	\$	100.00
Memorial City Hall Performance	(Microphone	\$	50.00
Memorial City Hall Performance	(Microphone - non-profit	\$	25.00
Memorial City Hall Performance	Sound/light/video operator's fees (per hr)	\$	50.00
Memorial City Hall Performance	Sound/light/video operator's fees (per hr) - non-profit	\$	25.00
Memorial City Hall Performance	(MCH Manager fee (per hr after 5pm)	\$	75.00
Memorial City Hall Performance	(MCH Manager fee (per hr after 5pm) - non-profit	\$	50.00
Memorial City Hall Performance	(Piano	\$	400.00
Memorial City Hall Performance	(Piano - non-profit	\$	300.00
Memorial City Hall Performance	(Technical Supervisor on-site for duration of event (per hour)	\$	25.00
Memorial City Hall Performance	(Event set-up on MCH website for online ticket sales	\$	250.00
Memorial City Hall Performance	(Box Office Staff (Per Hour)	\$	25.00
Memorial City Hall Performance	(Clean up fee	\$	250.00
Memorial City Hall Performance	(Deposit per event	25% of estimated rental fees	
Memorial City Hall Performance	(Auditorium Extended Rental (Outside above stated hours of operation) (Per Hour)	\$	100.00
Memorial City Hall Performance	(Promotions & Advertising (1 per event)	\$	50.00
Memorial City Hall Performance	(Promotions & Advertising (2 per 1 event)	\$	75.00
Memorial City Hall Performance	(Damage Deposit (Per event)	\$	250.00
Memorial City Hall Performance	(Promotion/Sales/Distribution of Concessions, Merchandise, Novelties, Souvenirs	15% of Net Sales	10% of Net Sales
Memorial City Hall Performance	(Custodial Fee (Assessed for Excessive garbage, décor, boxes, etc.)	Up to \$250	
Miscellaneous	Demolition of a Structure	\$	75.00
Miscellaneous	Moving of a Structure	\$	125.00
Miscellaneous	Fence Above 6ft	\$	35.00
Miscellaneous	Solar Panel Installation	\$	250.00
Miscellaneous	Special Event Permit (Per application, valid 3 consecutive days)	\$	65.00
Miscellaneous	Comprehensive Special Event Permit, 1-20 Vendors	\$	145.00
Miscellaneous	Comprehensive Special Event Permit, 21-40 Vendors	\$	225.00
Miscellaneous	Comprehensive Special Event Permit, 41-60 Vendors	\$	305.00
Miscellaneous	Comprehensive Special Event Permit, 61-80 Vendors	\$	385.00
Miscellaneous	Comprehensive Special Event Permit, 81-100 Vendors	\$	465.00
Miscellaneous	Itinerant Vendor Permit (Per Day)	\$	30.00
Municipal Court	Child Safety Fund	\$	25.00
Municipal Court	Local Traffic Fee	\$	3.00
Municipal Court	Local Truancy and Prevention	\$	5.00
Municipal Court	Municipal Court Building Secur	\$	4.90
Municipal Court	Municipal Court Technology Fun	\$	4.00
Municipal Court	Municipal Jury Fund	\$	0.10
Municipal Court	Passing School Bus	\$	25.00
Municipal Court	State Consolidated fees	\$	62.00
Municipal Court	OMNI City	\$	4.00
Municipal Court	OMNI	\$	6.00
Municipal Court	State Traffic Fee	\$	50.00
Municipal Court	Truancy Prevention Diversion	\$	2.00
Municipal Court	Arrest Fee	\$	5.00
Municipal Court	Consolidated Court Cost (state fee)	\$	17.00
Municipal Court	Correctional Mgmt. Institute (state fee)	\$	0.50
Municipal Court	Direct Contempt	\$	100.00
Municipal Court	Court Cost	\$	51.25
Municipal Court	Child Safety Seat - TxDot (state fee)	\$	0.15
Municipal Court	Technology Fund	\$	4.00
Municipal Court	Compensation Criminal Victims (state fee)	\$	15.00
Municipal Court	Victims Comp (state fee)	\$	35.00
Municipal Court	Child Safety Fund D.A.R.E.	\$	25.00
Municipal Court	Failure to Appear	\$	30.00
Municipal Court	Fugitive App Fund (state fee)	\$	5.00
Municipal Court	Administrative Dismissal Fee	\$	10.00
Municipal Court	Indigent Defense (state fee)	\$	2.00
Municipal Court	Judicial Court Training (state fee)	\$	2.00



City of Marshall

Comprehensive Fee Schedule FY24

Category	Fee Description	Current Fee Amount	Proposed FY24 Fee Amount
Municipal Court	Juv. Crime & Del. Fund (state fee)	\$	0.50
Municipal Court	Jury Reimb. Svc. Fee (state fee)	\$	4.00
Municipal Court	Court Cost (state fee)	\$	51.25
Municipal Court	Judicial Support Fund (state fee)	\$	6.00
Municipal Court	New Consolidated Court Cost (state fee)	\$	40.00
Municipal Court	Police Dept. Overtime Reimbursement	\$	40.00
Municipal Court	Processing Fee - Defensive Driving	\$	9.90
Municipal Court	Seat Belt Fines	\$	74.00
Municipal Court	Special Expense Fee/Deferred	\$	1.00
Municipal Court	Building Security Fee	\$	3.00
Municipal Court	State Moving Violation Fee	\$	0.10
Municipal Court	State Traffic Fee	\$	30.00
Municipal Court	Time Pay Fee (state fee)	\$	15.00
Municipal Court	Time Pay Fee	\$	10.00
Municipal Court	Time Pay Fee	\$	2.50
Municipal Court	Traffic Fund	\$	3.00
Municipal Court	Warrant Fee	\$	50.00
Nursing Home Insp.	Nursing Home / Assisted Living State Inspection	\$	150.00
Residential	New Construction/Addition/Remodel Plan Review Permit	\$	100.00
Residential	New Construction/Addition/Remodel Permit Fee (Per Sq. Foot)	\$	0.30
Residential	Accessory Structure Plan Review	\$	50.00
Residential	Accessory Structure Permit Fee (Per Sq. Foot)	\$	0.15
Residential	Electrical, Plumbing, or Mechanical- New Construction or Addition	10% of Original Building Permit Fee	
Residential	Interior/ Exterior Remodel	\$	90.00
Residential	Window Replacement (Per window, minimum \$35)	\$	10.00
Residential	Minor Remodeling	\$	50.00
Residential	Irrigation	\$	100.00
Residential	Roofing	\$	50.00
Residential	Certificate of Occupancy	\$	25.00
Residential	Above Ground Pool	\$	100.00
Residential	In Ground Pool	\$	200.00
Residential	Electrical- Panel Replacement/ rewire/ Service- Meter Base Replacement	\$	50.00
Residential	Electrical- others/ repairs	\$	35.00
Residential	Plumbing- Slab leaks/ tunneling/ Sewer main replacement	\$	50.00
Residential	Plumbing- others/ repairs	\$	35.00
Residential	Mechanical- Replacement/ repairs	\$	35.00
Residential	Driveway	\$	35.00
Service Fee	Transfer Fee (Transfer of residential account)	\$	15.00
Service Fee	Reconnect Fee	\$	50.00
Service Fee	Meter Reset Fee	\$	45.00
Service Fee	Courtesy Turn-On Fee	\$	15.00
Service Fee	Temporary Cut-Off Fee	\$	15.00
Service Fee	Emergency Cut-Off Fee	\$	15.00
Service Fee	After-Hour Service Fee	\$	45.00
Service Fee	Meter Testing/Exchange Fee (1" or less)	\$	100.00
Service Fee	Meter Audit Fee	\$	50.00
Service Fee	Meter Reread/High Bill Check Fee	\$	15.00
Service Fee	Return Trip Service Fee	\$	15.00
Service Fee	Meter Tampering Fee	\$	100.00
Service Fee	Returned Check / Insufficient Funds	\$	30.00
Sewer	Access Fee	\$	500.00
Sewer	Pretreatment, Annual Waste Hauler Permit (Specified Period Not to Exceed 5 years)	\$	100.00
Sewer	Pretreatment, Setting Sampler for Industry (Per trip)	\$	50.00
Sewer	Pretreatment, Trip Charge for Industry (Per trip)	\$	10.00
Sewer	Pretreatment, Waste Hauler Discharge Fee, Residential Waste (Per gallon)	\$	0.03
Sewer	Pretreatment, Waste Hauler Discharge Fee, Waste Collected Outside City Limits (per gallon)	\$	0.04
Sewer Rates	Sewer Rates Inside City Limits Base Rate	\$	14.80
Sewer Rates	Sewer Rates Inside City Limits (Per 1,000 Gallons)	\$	5.92
Sewer Rates	Sewer Rates Outside City Limits Base Rate	\$	29.60
Sewer Rates	Sewer Rates Outside City Limits (Per 1,000 Gallons)	\$	11.84
Special Event Fires	Includes Pre-Inspection, Fire Watch, and Apparatus (per hour)	\$	50.00
Water	Access Fee	\$	675.00
Water Rates	Schedule of Water Rates (Per 1,000 gallons)	\$	5.00
Water Rates - Leigh Annex	Schedule of Water Rates (Per 1,000 gallons)	\$	5.54
Zoning and Platting Fees	Site Plan Review (Nonresidential Only)	\$	100.00
Zoning and Platting Fees	Annexations	\$	400.00
Zoning and Platting Fees	Planned Unit Developments	\$	400.00
Zoning and Platting Fees	Specific Use Permit	\$	375.00
Zoning and Platting Fees	Right-of-Way Abandonment	\$	300.00
Zoning and Platting Fees	Re-Zone/ Variance	\$	375.00



City of Marshall
Comprehensive Fee Schedule FY24

<i>Category</i>	<i>Fee Description</i>	<i>Current Fee Amount</i>	<i>Proposed FY24 Fee Amount</i>
Zoning and Platting Fees	Preliminary or Final Plat (\$5.00 per lot not including county recording fees)	\$	300.00
Zoning and Platting Fees	Minor Plat (less than 4 lots w/no utility extention) (\$5.00 per lot not including county fees)	\$	250.00
Zoning and Platting Fees	Zoning Verification Letter	\$	50.00
Zoning and Platting Fees	Printing/ Reproduction (Per page)	\$	5.00