

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
December 14, 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 Items to be Withdrawn From Consent Agenda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 November 9, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of the 2024 City Council meeting schedule. (City Secretary)
- C. Consider approval of Interlocal Agreements with Harrison County for Public Library Services, Ambulance/Rescue Services and Animal Shelter Services. (Finance)
- D. Consider approval of a resolution regarding contributions of Child Safety Fees to The Martin House Children's Advocacy Center. (Finance)
- E. Consider approval of awarding a contract for Water\Sewer Pipe Supplies. (Public Works)
- F. Consider approval of awarding a contract for Influent Basin Overflow Pump. (Public Works)
- G. Consider approval of awarding a contract for Water\Sewer Fittings, Parts, and Supplies. (Public Works)
- H. Consider approval of an ordinance amending the 2023 Annual Budget. (Finance)

6. Consideration of Items Withdrawn From the Consent Agenda

7. Public Hearing & Ordinance

- A. Conduct a public hearing and consider approval of an ordinance vacating a portion of a City ROW known as Rutherford St. (Public Works)

8. Resolution

- A. Consider approval of a Resolution to cast votes for the Harrison Central Appraisal District Board of Directors. (City Manager)

9. City Manager Reports and Requests for City Council Consideration

- A. Delinquent Property Tax and Fines & Fees Collections Report. (Finance)
- B. Consider approval of awarding a contract for 300\400 Block of N Washington Streetscape Project. (Public Works)
- C. Consider approval of an expenditure in excess of \$50,000 for the installation of a National Fitness Court at City Park. (Support Services)
- D. Consider approval of a contract with the hospital for property next to city park. (Support Services)
- E. Approve financing contract for the Water Meter replacement project with Performance Services Inc. (Finance)
- F. Approve Installation Contract with Performance Services Inc. for water meter replacement project. (Finance)

10. Adjournment

Posted: December 11, 2023
5:00 PM
N. Smith

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



TO: City Council
DATE: December 14, 2023
ITEM #: 5.A
SUBJECT: Consider approval of the minutes from the November 9, 2023 Regular Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the November 9, 2023 Regular Council meeting.

Executive Summary: Minutes from the Regular meeting held on November 9, 2023.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 11-9-23 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
November 9, 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 Marvin Bonner
Councilmember Amanda Abraham
Councilmember Reba Godfrey
Councilmember Micah Fenton
Councilmember Leo Morris

ABSENT: Councilmember Jennifer Truelove

(Motion to excuse: Abraham Second: Godfrey Vote: 6:0)

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager
Dawn Jones, Finance Director
Eric Powell, Public Works Director
Christol Hall, HR/Civil Service Director
Randy Pritchard, Support Services Director
Nikki Smith, City Secretary/Payroll Accountant
Scott Rectenwald, City Attorney

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

- A. Recognize graduates of the most recent Marshall Police Department Citizens Police Academy. (Police)
This item was withdrawn.

4. Recess to conduct the City of Marshall Employee Benefits Trust meeting

Councilmember Abraham made a motion to recess to conduct the City of Marshall Employee Benefits Trust meeting. Councilmember Fenton seconded the motion, which passed by a vote of 6:0. The time was 6:03 PM.

5. Reconvene the City Council Meeting

The regular City Council meeting was reconvened at 6:21 PM.

6. 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.

7. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

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

- A. Consider approval of the minutes from the October 26, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of an amendments to the Personnel Policy and Procedures Manual. (Human Resources)
- C. Consider approval of appointments and reappointments to the various City boards, commissions, and committees. (City Secretary)
- D. Consider approval of the revised TxDOT Municipal Maintenance Agreement. (Public Works)
- E. Contract Award: Various Chemicals for Water Production. (Public Works)
- F. Consider a resolution that denies an increase in revenue and a change in rates proposed by CenterPoint Energy Resources Corporation, D/B/A, CenterPoint Energy Entex and CenterPoint Energy Texas Gas; authorizes continued participation in the Alliance of CenterPoint Municipalities; representation of the City by special counsel

intervention in proceedings related to CenterPoint's Statement of Intent; and requires the reimbursement of municipal rate case expenses. (City Attorney)

9. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

10. Executive Session

Councilmember Fenton made a motion to convene into Executive Session.

Councilmember Abraham seconded the motion, which passed by a vote of 6:0. The time was 6:23 PM.

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters.

Councilmember Abraham made a motion to reconvene from the Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0. The time was 6:39 PM.

11. Adjournment

Councilmember Godfrey made a motion for adjournment. Councilmember Abraham 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: December 14, 2023
ITEM #: 5.B
SUBJECT: Consider approval of the 2024 City Council meeting schedule. (City Secretary)

Recommendation for Action: Requesting approval of the 2024 City Council meeting schedule.

Executive Summary: Staff has been requested to provide the Council with a meeting schedule for the upcoming year. In addition to the Regular City Council meetings scheduled on the 2nd and 4th Thursdays of each month, this list consists of known special-called meetings that can be scheduled in advance. Please be aware that this schedule is subject to change due to circumstances or events that we are not aware of at this time.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 2024 City Council Meeting Schedule

2024 City Council Meeting Schedule

Date	Time	Meeting Type
Thursday, January 11, 2024	5:30 p.m.	TIRZ Meeting
Thursday, January 11, 2024	6:00 p.m.	Regular
Thursday, January 25, 2024	6:00 p.m.	Regular
Thursday, February 8, 2024	6:00 p.m.	Regular
Thursday, February 22, 2024	6:00 p.m.	Regular
Thursday, March 7, 2024	6:00 p.m.	Special-Called (MISD Spring Break)
Thursday, March 28, 2024	6:00 p.m.	Regular
Thursday, April 11, 2024	6:00 p.m.	Regular
Thursday, April 25, 2024	6:00 p.m.	Regular
Thursday, May 9, 2024	6:00 p.m.	Regular
Thursday, May 23, 2024	6:00 p.m.	Regular
Thursday, June 13, 2024	5:30 p.m.	TIRZ Meeting
Thursday, June 13, 2024	6:00 p.m.	Regular
Thursday, June 27, 2024	6:00 p.m.	MEDCO Joint Meeting
Thursday, June 27, 2024	6:00 p.m.	Regular
Thursday, July 11, 2024	6:00 p.m.	Regular
Thursday, July 25, 2024	6:00 p.m.	Regular
Thursday, August 8, 2024	6:00 p.m.	Regular
Thursday, August 22, 2024	6:00 p.m.	Regular
Thursday, September 12, 2024	6:00 p.m.	Regular
Thursday, September 26, 2024	6:00 p.m.	Regular
Thursday, October 10, 2024	6:00 p.m.	Regular
Thursday, October 24, 2024	6:00 p.m.	Benefits Meeting
Thursday, October 24, 2024	6:00 p.m.	Regular
Thursday, November 14, 2024	6:00 p.m.	Regular
Thursday, December 12, 2024	6:00 p.m.	Regular



TO: City Council
DATE: December 14, 2023
ITEM #: 5.C
SUBJECT: Consider approval of Interlocal Agreements with Harrison County for Public Library Services, Ambulance/Rescue Services and Animal Shelter Services. (Finance)

Recommendation for Action: Requesting approval of the Interlocal Agreements with Harrison County for Public Library Services, Ambulance/Rescue Services and Animal Shelter Services.

Executive Summary: The Interlocal Agreements for October 2023 - September 2024 have been approved by the Harrison County Commissioners. We are requesting approval from the City Council.

Each year the agreements are presented for approval. The amounts for the Ambulance/Rescue and Animal Shelter Services remained the same at \$7,675 and \$39,100 respectively. The amount for Public Library Services was increased to \$85,000.

Budget Cost: N/A

Staff Contact: Dawn Jones, Finance Director

Attachments:

1. 2023-2024 Public Library Services
2. 2023-2024 Ambulance-Rescue
3. 2023-2024 Animal Shelter Services Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR PUBLIC LIBRARY SERVICES FOR HARRISON
COUNTY FOR 2023-2024**

STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, The Texas Local Government Code Section 323.011 allows a Texas county to Contract for library privileges with an established library; and

WHEREAS, the City has and maintains an established free library which is serving the City of Marshall, Texas and has also been serving the Harrison County population that lies outside of the limits of the City; and

WHEREAS, the City's records indicate that Harrison County citizens, residing outside of the City of Marshall, utilize services at the Marshall Public Library; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide free library services to the citizens of the County and the City;

NOW, THEREFORE in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. The City, through its department, the Marshall Public Library, agrees to furnish library services to the citizens of Harrison County, including residents located in municipalities in the County and the Marshall Public Library shall assume the functions of a County free library, in accordance with the Chapter 323 of the Texas Local Government Code.

2. The Director of the Marshall Public Library, shall furnish free of charge such library services to the citizens of Harrison County, as are furnished to the citizens of the City of Marshall.

3. In consideration of the Public Library services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$85,000. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$7,083.33. These funds paid by the County must be used by the City of Marshall to support the free public library services in the City of Marshall and Harrison County.

4 The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of polices and operations of the Marshall Public Library.

5. This Agreement contract and agreement does not vest in Harrison County any right, title or interest in and to any vehicles, books or other personal property used in connection with the furnishing of this library service to the citizens of Harrison County unless expressly evidenced by separate written document executed by the City Manager subsequent to the date hereof.

6. Pursuant to section 323.011 of the Texas Local Government Code, either party to the agreement may terminate it by giving the other party six months' written notice of its intention to do so.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2023 and ending September 30, 2024.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of ____, 2023.

ATTEST:

CITY OF MARSHALL

BY: _____
City Secretary

BY: _____
City Manager

ATTEST:

HARRISON COUNTY

BY: _____
County Clerk

BY: _____
County Judge

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR AMBULANCE/RESCUE SERVICE FOR
CERTAIN AREAS IN HARRISON COUNTY FOR 2023-2024**

STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City to provide essential Ambulance and Rescue Service to areas of the County not covered by other emergency service providers;

NOW, THEREFORE in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. The City and County recognize that most of the County is provided ambulance/rescue services by Emergency Service Districts or incorporated cities. The only portion of the County not served is around the Uncertain, Texas Community and Harrison County desires to contract with the City of Marshall to provide ambulance/rescue service to the Uncertain, Texas Community. The City agrees that if it is notified of any individual in the Uncertain, Texas Community ("Uncertain") that needs ambulance or rescue service, within the limits of Harrison County, that it will furnish such ambulance or rescue equipment and personnel as is available and as it deems necessary for a period of one (1) year beginning October 1, 2018 and ending September 30, 2019, upon the terms, conditions and provisions set forth in this section.

2. Harrison County agrees that the acts of any person or persons while engaged in ambulance or rescue service traveling to and from the scene of accidents or in any manner providing ambulance or rescue service to the citizens of Uncertain, shall be considered as the acts of an agent for Harrison County in all respects, notwithstanding such person or persons may be the regular employees of the City of Marshall and the property utilized in that regard is owned by the City of Marshall.

3. It is expressly agreed and understood by and between the parties hereto that the ambulance or rescue service agreed to be furnished by the City to Uncertain is subordinate and secondary to the best interest of the citizens of the City of Marshall, and that the determination

whether or not personnel and/or equipment are available and the extent of utilization of any such personnel and/or equipment for use outside the corporate limits of the City of Marshall should the need arise, will be left to the discretion of the City and it is agreed that the ultimate decision of the City Manager of the City of Marshall or his duly designated representatives in connection with such matters will be conclusive.

4. The parties hereto stipulate and agree that if the City, for any reason fails to furnish personnel and/or equipment for ambulance or rescue service to Uncertain, although notified of the need of such service, the City of Marshall shall not be liable in damages or otherwise for the failure to furnish such services and Harrison County enters into this agreement acknowledging that the City is without any such liability and that the City accepts no such responsibility.

5. Harrison County agrees, to the extent allowed by law, to indemnify and hold harmless the City of Marshall for any claim and/or cause of action based in whole or in part upon the City's discharging of its obligations under this Agreement if such claim and or cause of action is attributable: in whole or in part, to a delay in EMS response time because of this procedure utilized by Harrison County 911 communications personnel in dispatching EMS service to Uncertain.

6. The City of Marshall will maintain an itemized monthly report reflecting the ambulance or rescue runs made during each preceding month under the terms of this agreement, and shall furnish such list to Harrison County within thirty (30) days after the end of each quarter.

7. The City will provide up to two (2) hours of EMS Education through its EMS Department to any person designated in writing by the City of Uncertain or from the Uncertain Volunteer Fire Department upon written request and subject to availability of an instructor.

8. The rate schedule for ambulance and rescue service, as approved by the Marshall City Commission shall govern the charges for ambulance and rescue services provided by the City of Marshall. A copy of the rate schedule is available upon request by Harrison County. Harrison County acknowledges that the furnishing of ambulance and rescue services to Uncertain is the responsibility of Harrison County, however, Harrison County desires to contract with the City of Marshall to provide such services. For such services, Harrison County agrees to pay the City the sum of **\$7,675.00**. The payment shall be paid to the City in twelve (12) monthly installments of \$639.58. These payments shall be used by the City to support the Ambulance services operated by the City of Marshall to benefit the citizens of the City and Harrison County. In addition, for the services provided, the City of Marshall shall invoice the individual patients(s); or insurance providers directly for the ambulance and rescue services provided in accordance with the rate schedule as approved by the City of Marshall and shall retain all such amounts collected. The City of Marshall reserves the exclusive right and privilege to set the schedule of charges for ambulance and rescue services within its corporate limits and within Harrison County.

9. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it

may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

10. This agreement shall be for a period of one (1) year, beginning October 1, 2023 and ending September 30, 2024.

11. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1st day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of _____, 2023.

ATTEST:

CITY OF MARSHALL

BY: _____
City Secretary

BY: _____
City Manager

ATTEST:

HARRISON COUNTY

BY: _____
County Clerk

BY: _____
County Judge

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR ANIMAL SHELTER SERVICES FOR HARRISON
COUNTY FOR 2023-2024**

STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, the City operates Animal Shelter/Impoundment Services in its normal duties for the purpose of reducing general animal control problems in the City, including but not limited to, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; and other related services as prescribed by the Texas Health and Safety Code; and

WHEREAS, the County has a need for certain Animal Shelter Services and is not equipped to render such services and the County has historically relied on the City to provide such animal shelter services; and

WHEREAS, the City's records indicate that Harrison County citizens, residing outside of the city limits of Marshall, delivered, dropped off, or otherwise deposited animals that were impounded at the Marshall Animal Shelter during the year; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide Animal Shelter and Impoundment Services to the citizens of the County and the City;

NOW, THEREFORE in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. City of Marshall, through the Marshall Police Department, Animal Control Division, agrees to furnish animal shelter services to the citizens of Harrison County, Texas, for a period of one (1) year, beginning October 1, 2018 and ending September 30, 2019, in accordance with the terms, provisions and conditions as set forth below.

2. The City shall secure and hold certification with the State Health Department for animal control and quarantine services, as evidence of qualification.

3. In consideration of the Animal Shelter services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$39,100.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$3,258.33. These funds paid by the County must be used by the City of Marshall to operate and maintain the Marshall Animal Shelter and the services provided at that facility.

4. The City of Marshall will furnish and operate an animal shelter facility within the corporate city limits of Marshall for use by Harrison County and City of Marshall residents. In addition, the City of Marshall Animal Control Division will perform such duties as required within Harrison County to assure proper impoundment of suspected rabid domestic pets or other cats or dogs that have been legally impounded by the Harrison County Animal Control authority. The City's Animal Shelter Services do not include trapping nuisance animals, removal of deceased animals or conducting cruelty investigations.

5. The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of policies and operations of the Marshall Animal Shelter.

6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2023 and ending September 30, 2024.

8. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1st day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same shall notify

the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of _____, 2023.

ATTEST:

CITY OF MARSHALL

BY: _____
City Secretary

BY: _____
City Manager

ATTEST:

HARRISON COUNTY

BY: _____
County Clerk

BY: _____
County Judge



TO: City Council
DATE: December 14, 2023
ITEM #: 5.D
SUBJECT: Consider approval of a resolution regarding contributions of Child Safety Fees to The Martin House Children's Advocacy Center. (Finance)

Recommendation for Action: Requesting approval of contribution of Child Safety Fees to the Martin House Children's Advocacy Center.

Executive Summary:

Budget Cost: \$28,820

Staff Contact: Dawn Jones, Finance Director

Attachments: 1. R-23-XX Martin House Support

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS
EXPRESSING THE CITY OF MARSHALL'S COMMITMENT TO CONTRIBUTE CHILD
SAFETY FEES TO THE MARTIN HOUSE CHILDREN'S ADVOCACY CENTER**

WHEREAS, the Harrison County Child Safety fee was proposed in 2015; and

WHEREAS, the funds must be used to enhance child safety, health, or nutrition, including child abuse prevention and intervention, and drug and alcohol prevention to benefit youth in our cities and county; and

WHEREAS, The Martin House Children's Advocacy Center is committed to providing hope, healing and justice to children who experience the devastation of abuse and violence; and

WHEREAS, The Martin House Children's Advocacy Center uses funds from the City of Marshall to assist Marshall Police Department investigators and Harrison County prosecutors with cases and provide therapy, medical exams and advocacy support for children when they need it most; and

WHEREAS, The Martin House Children's Advocacy Center requests the City's portion of Child Safety fees be donated to their agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marshall hereby commits \$28,820 to The Martin House Children's Advocacy Center.

PASSED, APPROVED, AND ADOPTED this 14th day of December 2023.

APPROVED:

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: December 14, 2023
ITEM #: 5.E
SUBJECT: Consider approval of awarding a contract for Water\Sewer Pipe Supplies. (Public Works)

Recommendation for Action: Request approval to award a contract - annual supply of Water and Sewer Pipes of various diameters.

Executive Summary: On Wednesday, November 8th the City accepted bids for the supply of water and sewer pipes of various diameters for the Public Works and Utilities Department. There were two bids received, and their responses are listed below:

- | | |
|---|-----------|
| 1. Texarkana Winwater, Texarkana, TX | \$405,975 |
| 2. Longview Underground Utility, Longview, TX | \$432,155 |

The lowest bid was determined by the grand total of all 12 items listed on the proposal form. The total does not represent what the City anticipates purchasing but was used to establish the lowest responsive and responsible bidder. A review of both bid submittals was conducted by City staff and the City Attorney and Texarkana Winwater was determined to be the lowest responsive and responsible bidder. Therefore, we are recommending the award of a contract for the supply of Water and Sewer Pipes of various diameters to Texarkana Winwater beginning on January 1, 2024. This contract has four (4) one year renewals as well.

Budget Cost: \$250,000

Staff Contact: Eric Powell, PE Director

Attachments: 1. BidTabulation2024WSU00311092023

BID TABULATION

City Project: 2024 Water\Sewer Pipe Supplies

City Project Number: 2024-WSU-003

Bid Opening Time\Date November 8, 2023 @ 3:30pm

Prepared By: Eric G. Powell, PE, Director\City Engineer

				Longview Underground Utility Longview, TX		Texarkana Winwater Texarkana, TX	
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
A1	4" PVC Pipe C-900 DR 18	LF	1,000	\$ 6.28	\$ 6,280.00	\$ 5.90	\$ 5,900.00
A2	6" PVC Pipe C-900 DR 18	LF	5,000	\$ 12.86	\$ 64,300.00	\$ 12.05	\$ 60,250.00
A3	8" PVC Pipe C-900 DR 18	LF	3,000	\$ 22.03	\$ 66,090.00	\$ 20.65	\$ 61,950.00
A4	10" PVC Pipe C-900 DR 18	LF	1,000	\$ 33.06	\$ 33,060.00	\$ 31.00	\$ 31,000.00
A5	12" PVC Pipe C-900 DR 18	LF	1,000	\$ 45.55	\$ 45,550.00	\$ 43.65	\$ 43,650.00
A6	16" PVC Pipe C-900 DR 18	LF	500	\$ 63.75	\$ 31,875.00	\$ 59.95	\$ 29,975.00
A7	20" PVC Pipe C-900 DR 18	LF	500	\$ 98.80	\$ 49,400.00	\$ 92.90	\$ 46,450.00

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
B1	4" PVC Pipe SDR26 w\ Bell & Gasket	LF	1,000	\$ 3.42	\$ 3,420.00	\$ 3.20	\$ 3,200.00
B2	6" PVC Pipe SDR26 w\ Bell & Gasket	LF	5,000	\$ 7.65	\$ 38,250.00	\$ 7.15	\$ 35,750.00
B3	8" PVC Pipe SDR26 w\ Bell & Gasket	LF	3,000	\$ 13.82	\$ 41,460.00	\$ 12.95	\$ 38,850.00
B4	10" PVC Pipe SDR26 w\ Bell & Gasket	LF	1,000	\$ 21.53	\$ 21,530.00	\$ 20.00	\$ 20,000.00
B5	12" PVC Pipe SDR26 w\ Bell & Gasket	LF	1,000	\$ 30.94	\$ 30,940.00	\$ 29.00	\$ 29,000.00

\$ 432,155.00

\$ 405,975.00

As Read



11/9/2023

Eric G. Powell, PE

Date

Director of Public Works and Utilities\City Engineer



TO: City Council
DATE: December 14, 2023
ITEM #: 5.F
SUBJECT: Consider approval of awarding a contract for Influent Basin Overflow Pump. (Public Works)

Recommendation for Action: Request for approval - contract award.

Executive Summary: On Thursday, November 2, 2023, the City received two (2) bids for the Excess Flow Basin Pump Equipment. Attached is a copy of the bid minutes for your review and consideration. The low bidder for the pump equipment was Jack Tyler Engineering, Inc. from Little Rock, Arkansas with a bid price of \$124,150.00. This supplier has previously provided pumps to the City for use at the wastewater treatment facility. Note that this bid is for equipment only and a separate bid package will be prepared for the installation. It is the recommendation the City award the project to Jack Tyler Engineering, Inc. for a total bid price of \$124,150.00.

This is part one of a two part project where part two will be the contract for electrical improvements and installation of the pump which will be presented to Council for consideration in early 2024. ARPA COVID Fiscal Relief Grant Funds will be used for this expenditure.

Budget Cost: \$124,150

Staff Contact: Eric Powell, PE Director and Cory Owen, Assistant Director - Utilities

Attachments:

1. Award Recommendation - Overflow Pump
2. Notice of Award - Excess Flow Pump
3. Minutes of Bid Opening - Excess Flow Pump



November 9, 2023

Mr. Eric Powell P.E., City Engineer
Director of Public Works and Utilities
City of Marshall
605 East End Boulevard South
Marshall, Texas 75670

Re: Wastewater Treatment Plant - Excess Flow Basin Pump Equipment
Bid Summary / Recommendation to Award

Dear Mr. Powell:

On Thursday, November 2, 2023, the City received two (2) bids for the Excess Flow Basin Pump Equipment. Attached is a copy of the bid minutes for your review and consideration.

The low bidder for the pump equipment was Jack Tyler Engineering, Inc. from Little Rock, Arkansas with a bid price of \$124,150.00. This supplier has previously provided pumps to the City for use at the wastewater treatment facility. Note that this bid is for equipment only and a separate bid package will be prepared for the installation. It is this Firm's recommendation the City award the project to Jack Tyler Engineering, Inc. for a total bid price of \$124,150.00.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Steve Wick, P.E.

encl

cc: Mr. Cory Owen, Assistant Director of Public Works – Water Utilities
Mr. Stephen Tyler Eoff, President, Jack Tyler Engineering, Inc

NOTICE OF AWARD

Date: December 14, 2023

TO: Jack Tyler Engineering, Inc.
(BIDDER)

ADDRESS: 6301 S. University Ave.
Little Rock, AR 72209

PROJECT City of Marshall Wastewater Treatment Plant – Excess Flow Basin Pump Equipment

CONTRACT FOR City of Marshall Wastewater Treatment Plant – Excess Flow Basin Pump Equipment

You are notified that your Bid dated November 2, 2023
for the above Contract has been considered. You are the apparent successful bidder and have been
awarded a contract for Total Bid

(Indicate total Work, alternates or sections of Work Awarded)

The Price of your contract is: (\$ 124,150.00)

Four copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by December 29, 2023.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents.
2. ~~You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).~~

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Marshall
(OWNER)

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)



CITY OF MARSHALL, TEXAS
WASTEWATER TREATMENT PLANT
EXCESS FLOW BASIN PUMP EQUIPMENT

MINUTES OF BID OPENING

The first bid was opened at 2⁰¹ p.m. on Thursday, November 2, 2023, in the Marshall City Hall Conference Room.

Bidders and bid amounts are as follows:

<i>Bidder's Name</i>	<i>Total Bid</i>
ONESSA PUMP	\$ 1164,395.00
	\$
Jack TYLER Eng.	\$ 124,150.00
	\$
	\$
	\$

The apparent low bidder at the bid opening is Jack Tyler Engineering
for \$ 124,150.00.



TO: City Council
DATE: December 14, 2023
ITEM #: 5.G
SUBJECT: Consider approval of awarding a contract for Water\Sewer Fittings, Parts, and Supplies. (Public Works)

Recommendation for Action:

Executive Summary: On Wednesday, November 8th the City accepted bids for the supply of fittings, parts, and supplies for the Public Works and Utilities Department. There were two bids received, and their responses are listed below:

- | | |
|---|--------------|
| 1. Texarkana Winwater, Texarkana, TX | \$531,364.10 |
| 2. Longview Underground Utility, Longview, TX | \$595,490.53 |

The lowest bid was determined by the grand total of all 199 items listed on the proposal form. The total does not represent what the City anticipates purchasing but was used to establish the lowest responsive and responsible bidder. A review of both bid submittals was conducted by City staff and the City Attorney and Texarkana Winwater was determined to be the lowest responsive and responsible bidder. Therefore, we are recommending the award of a contract for the supply of fittings, parts, and supplies to Texarkana Winwater beginning on January 1, 2024. This contract has four (4) one year renewals as well.

Budget Cost: \$200,000

Staff Contact: Eric Powell, PE Director

Attachments: 1. 2024-WSU-002FittingsPartsandSuppliesBIDTABULATION11092023

BID TABULATION

City Project: 2024 Fittings, Parts, and Supplies

City Project Number: 2024-WSU-002

Bid Opening Time\Date: November 8, 2023 @ 3:00pm

Prepared By: Eric G. Powell, PE, Director\City Engineer

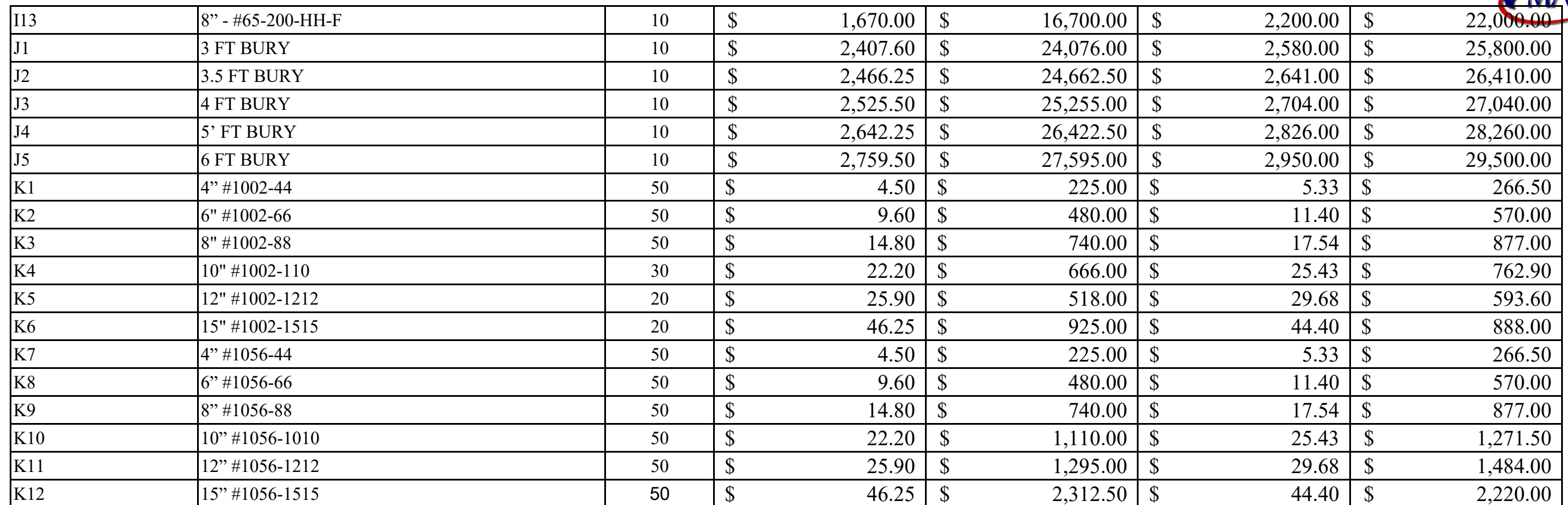
			Texarkana Winwater		Longview Underground Utility Supply	
			Texarkana, TX		Longview, TX	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE BID	EXTENDED TOTAL	UNIT PRICE BID	EXTENDED TOTAL
A1	F1000-3G-NL	150	\$ 36.20	\$ 5,430.00	\$ 41.89	\$ 6,283.50
A2	F1000-4G-NL	75	\$ 54.75	\$ 4,106.25	\$ 63.35	\$ 4,751.25
A3	B11-233WR-NL	50	\$ 38.80	\$ 1,940.00	\$ 44.50	\$ 2,225.00
A4	BL11-233WR-NL	50	\$ 41.00	\$ 2,050.00	\$ 47.04	\$ 2,352.00
A5	B11-333WR-NL	50	\$ 60.80	\$ 3,040.00	\$ 64.61	\$ 3,230.50
A6	BL11-333WR-NL	150	\$ 65.85	\$ 9,877.50	\$ 48.62	\$ 7,293.00
A7	B11-444WR-NL	50	\$ 92.35	\$ 4,617.50	\$ 100.56	\$ 5,028.00
A8	BL11-444W-NL	75	\$ 102.50	\$ 7,687.50	\$ 94.05	\$ 7,053.75
A9	B21-333WG-NL	100	\$ 69.75	\$ 6,975.00	\$ 72.15	\$ 7,215.00
A10	B21-444WG-NL	75	\$ 97.40	\$ 7,305.00	\$ 100.87	\$ 7,565.25
A11	B41-333WG-NL	150	\$ 44.00	\$ 6,600.00	\$ 77.17	\$ 11,575.50
A12	B41-444WG-NL	75	\$ 101.00	\$ 7,575.00	\$ 113.05	\$ 8,478.75
A13	B43-232WG-NL	150	\$ 49.85	\$ 7,477.50	\$ 57.69	\$ 8,653.50
A14	B43-444WG-NL	75	\$ 112.50	\$ 8,437.50	\$ 127.57	\$ 9,567.75
A15	¾" Ford C84-33G-NL; MIP x Grip Nut	25	\$ 16.60	\$ 415.00	\$ 19.20	\$ 480.00
A16	1" Ford C84-44G-NL; MIP X Grip Nut	25	\$ 19.65	\$ 491.25	\$ 22.74	\$ 568.50
A17	¾" Ford C14-33G-NL; FIP X Grip Nut	25	\$ 17.40	\$ 435.00	\$ 20.20	\$ 505.00
A18	1" Ford C14-44G-NL; FIP X Grip Nut	25	\$ 23.60	\$ 590.00	\$ 27.42	\$ 685.50
A19	¾" Ford C44-33G-NL; Grip Nut X Grip Nut	75	\$ 20.20	\$ 1,515.00	\$ 23.38	\$ 1,753.50
A20	1" Ford C44-44G-NL; Grip Nut X Grip Nut	75	\$ 23.10	\$ 1,732.50	\$ 26.75	\$ 2,006.25
A21	¾" Ford KV43-332WG-NL; MN X Grip Nut	50	\$ 44.00	\$ 2,200.00	\$ 50.98	\$ 2,549.00
A22	1" Ford KV43-444WG-NL; MN X Grip Nut	25	\$ 63.00	\$ 1,575.00	\$ 68.97	\$ 1,724.25

A23	¾" Ford C38-23-25-NL	300	\$	10.75	\$	3,225.00	\$	12.47	\$	3,741.00
A24	1" Ford C38-44-2-NL	150	\$	16.10	\$	2,415.00	\$	18.66	\$	2,799.00
A25	¾" x CL	50	\$	1.70	\$	85.00	\$	3.22	\$	161.00
A26	¾" x 2"	50	\$	2.12	\$	106.00	\$	4.05	\$	202.50
A27	¾" x 3"	50	\$	2.85	\$	142.50	\$	5.41	\$	270.50
A28	¾" x 4"	50	\$	3.75	\$	187.50	\$	6.63	\$	331.50
A29	¾" x 6"	25	\$	5.40	\$	135.00	\$	9.68	\$	242.00
A30	¾" x 90°	50	\$	3.50	\$	175.00	\$	6.32	\$	316.00
A31	¾" x FIP	25	\$	2.85	\$	71.25	\$	4.51	\$	112.75
A32	1" x CL	50	\$	2.50	\$	125.00	\$	4.76	\$	238.00
A33	1" x 2"	50	\$	3.10	\$	155.00	\$	5.86	\$	293.00
A34	1" x 3"	50	\$	4.11	\$	205.50	\$	7.85	\$	392.50
A35	1" x 4"	30	\$	5.35	\$	160.50	\$	9.61	\$	288.30
A36	1" x 6"	30	\$	7.87	\$	236.10	\$	14.14	\$	424.20
A37	1" x 90 x FIP	50	\$	5.37	\$	268.50	\$	9.13	\$	456.50
A38	1" x Tee FIP	50	\$	7.60	\$	380.00	\$	12.93	\$	646.50
A39	2" x 8"	25	\$	23.75	\$	593.75	\$	42.64	\$	1,066.00
A40	2" x 10"	25	\$	29.40	\$	735.00	\$	52.82	\$	1,320.50
A41	2" Tee FIP	20	\$	24.00	\$	480.00	\$	40.86	\$	817.20
A42	⅝" x ¾" Ford; VB42-7W-NL	50	\$	106.50	\$	5,325.00	\$	121.95	\$	6,097.50
A43	⅝" x ¾" Ford; VB42-9W-NL	50	\$	108.00	\$	5,400.00	\$	123.37	\$	6,168.50
A44	⅝" x ¾" Ford; VB42-12W-NL	50	\$	111.00	\$	5,550.00	\$	127.41	\$	6,370.50
A45	⅝" X ¾" Ford; VB42-15W-NL	50	\$	115.50	\$	5,775.00	\$	132.45	\$	6,622.50
A46	⅝" X ¾" Ford; VB42-18W-NL	50	\$	130.00	\$	6,500.00	\$	149.71	\$	7,485.50
A47	⅝" x ¾" x 2" C38-23-2-NL	50	\$	10.75	\$	537.50	\$	12.47	\$	623.50
A48	⅝" x ¾" x 2.5" C38-23-2-5-NL	50	\$	10.75	\$	537.50	\$	12.47	\$	623.50
A49	⅝" x ¾" x 3" C38-23-3-NL	50	\$	12.40	\$	620.00	\$	15.12	\$	756.00
A50	1" x 2" C38-44-2-NL	50	\$	16.15	\$	807.50	\$	18.66	\$	933.00
A51	1" x 2.5" C38-44-2-625-NL	50	\$	16.50	\$	825.00	\$	19.20	\$	960.00
A52	¾" gasket	100	\$	0.10	\$	10.00	\$	0.15	\$	15.00
A53	1" gaskets	100	\$	0.19	\$	19.00	\$	0.16	\$	16.00
A54	2" meter flange kit by Midco	50	\$	70.00	\$	3,500.00	\$	86.00	\$	4,300.00
B1	DFW1200-12-3R	50	\$	18.85	\$	942.50	\$	25.00	\$	1,250.00
B2	DFW1600-12-3R	50	\$	34.25	\$	1,712.50	\$	45.00	\$	2,250.00
B3	DFWA2C-12-3C	50	\$	124.00	\$	6,200.00	\$	178.27	\$	8,913.50
B4	DFWA3C-12-3C	50	\$	166.00	\$	8,300.00	\$	225.00	\$	11,250.00
B5	DFW1200-3MR-LID	25	\$	9.50	\$	237.50	\$	14.00	\$	350.00

B6	DFW1600E-(3)C-LID	25	\$	36.35	\$	908.75	\$	52.00	\$	1,300.00
B7	DFWA2C-3C-LID	25	\$	55.25	\$	1,381.25	\$	82.65	\$	2,066.25
B8	DFWA3C-3C-LID	25	\$	76.00	\$	1,900.00	\$	110.00	\$	2,750.00
C1	1" to 24" Adjustable valve boxes with lid	50	\$	59.70	\$	2,985.00	\$	63.10	\$	3,155.00
C2	24" to 36" Adjustable valve boxes with lid	50	\$	79.50	\$	3,975.00	\$	84.12	\$	4,206.00
C3	5 1/4" Standard Duty Lids	30	\$	12.70	\$	381.00	\$	15.15	\$	454.50
C4	5 1/4" Heavy Duty Lids	30	\$	15.90	\$	477.00	\$	20.16	\$	604.80
C5	1" Valve Riser Box	30	\$	18.30	\$	549.00	\$	19.36	\$	580.80
C6	1 1/2" Valve Riser Box	30	\$	23.80	\$	714.00	\$	25.24	\$	757.20
C7	2" Valve Riser Box	30	\$	23.80	\$	714.00	\$	25.24	\$	757.20
D1	#226-023807-000 (7.5" length)	40	\$	50.50	\$	2,020.00	\$	56.48	\$	2,259.20
D2	#226-023812-000 (12.5" length)	30	\$	90.00	\$	2,700.00	\$	100.25	\$	3,007.50
D3	#226-023815-000 (15" length)	20	\$	103.00	\$	2,060.00	\$	115.31	\$	2,306.20
D4	#226-04807-000 (7.5" length)	20	\$	68.50	\$	1,370.00	\$	76.29	\$	1,525.80
D5	#226-04810-000 (10" length)	20	\$	92.00	\$	1,840.00	\$	103.17	\$	2,063.40
D6	#226-048012-000 (12.5" length)	20	\$	112.00	\$	2,240.00	\$	125.05	\$	2,501.00
D7	#226-048015-000 (15" length)	10	\$	135.00	\$	1,350.00	\$	150.83	\$	1,508.30
D8	#226-06907-000 (7.5" length)	20	\$	80.50	\$	1,610.00	\$	90.04	\$	1,800.80
D9	#226-069010-000 (10" length)	20	\$	109.00	\$	2,180.00	\$	122.14	\$	2,442.80
D10	#226-069012-000 (12" length)	10	\$	129.00	\$	1,290.00	\$	144.00	\$	1,440.00
D11	#226-069015-000 (15" length)	10	\$	150.00	\$	1,500.00	\$	167.36	\$	1,673.60
D12	#226-069020-000 (20" length)	10	\$	217.00	\$	2,170.00	\$	242.50	\$	2,425.00
D13	#226-090507-000 (7.5" length)	15	\$	96.00	\$	1,440.00	\$	107.73	\$	1,615.95
D14	#226-090510-000 (10" length)	15	\$	127.00	\$	1,905.00	\$	142.54	\$	2,138.10
D15	#226-090512-000 (12" length)	10	\$	154.00	\$	1,540.00	\$	172.50	\$	1,725.00
D16	#226-090515-000 (15" length)	10	\$	184.00	\$	1,840.00	\$	205.54	\$	2,055.40
D17	#226-111007-000 (7.5" length)	15	\$	117.00	\$	1,755.00	\$	131.11	\$	1,966.65
D18	#226-111010-000 (10" length)	15	\$	159.00	\$	2,385.00	\$	175.16	\$	2,627.40
D19	#226-111012-000 (12" length)	10	\$	182.00	\$	1,820.00	\$	201.37	\$	2,013.70
D20	#226-111015-000 (15" length)	10	\$	230.00	\$	2,300.00	\$	253.78	\$	2,537.80
D21	#226-132007-000 (7.5" length)	10	\$	132.00	\$	1,320.00	\$	146.25	\$	1,462.50
D22	#226-132010-000 (10" length)	10	\$	176.00	\$	1,760.00	\$	196.69	\$	1,966.90
D23	#226-132012-000 (12" length)	5	\$	213.00	\$	1,065.00	\$	238.00	\$	1,190.00
D24	#226-132015-000 (15" length)	5	\$	265.00	\$	1,325.00	\$	295.73	\$	1,478.65
D25	228-20171510-000 (10" length)	5	\$	380.00	\$	1,900.00	\$	422.11	\$	2,110.55
D26	228-20171515-000 (15" length)	5	\$	545.00	\$	2,725.00	\$	607.05	\$	3,035.25
D27	228-20171520-000 (20" length)	5	\$	740.00	\$	3,700.00	\$	824.10	\$	4,120.50

D28	244-008403-000 (3" length)	75	\$	22.55	\$	1,691.25	\$	26.05	\$	1,953.75
D29	245-008406-000 (6" length)	50	\$	12.00	\$	600.00	\$	11.92	\$	596.00
D30	245-010503-000 (3" length)	75	\$	6.65	\$	498.75	\$	6.59	\$	494.25
D31	245-010506-000 (6" length)	50	\$	12.40	\$	620.00	\$	12.28	\$	614.00
D32	#245-013203-000 (3" length)	20	\$	7.25	\$	145.00	\$	7.19	\$	143.80
D33	#245-013206-000 (6" length)	20	\$	13.20	\$	264.00	\$	13.08	\$	261.60
D34	245-023803-000 (3" length)	10	\$	8.75	\$	87.50	\$	8.68	\$	86.80
D35	245-023806-000 (6" length)	10	\$	15.85	\$	158.50	\$	15.72	\$	157.20
D36	4" dia. (#274-00000480-000)	10	\$	134.00	\$	1,340.00	\$	150.13	\$	1,501.30
D37	6" dia. (#274-00000690-000)	10	\$	148.00	\$	1,480.00	\$	165.33	\$	1,653.30
D38	8" dia. (#274-00000905-000)	10	\$	205.00	\$	2,050.00	\$	228.45	\$	2,284.50
E1	6" x 6"	10	\$	139.00	\$	1,390.00	\$	160.47	\$	1,604.70
E2	8" x 8"	10	\$	208.00	\$	2,080.00	\$	240.18	\$	2,401.80
E3	10" x 10"	10	\$	297.00	\$	2,970.00	\$	323.64	\$	3,236.40
E4	12" x 12"	10	\$	410.00	\$	4,100.00	\$	451.73	\$	4,517.30
E5	6" x 12"	10	\$	88.00	\$	880.00	\$	101.45	\$	1,014.50
E6	4-inch PVC	20	\$	42.00	\$	840.00	\$	46.68	\$	933.60
E7	6-inch PVC	20	\$	52.50	\$	1,050.00	\$	60.50	\$	1,210.00
E8	8-inch PVC	20	\$	70.50	\$	1,410.00	\$	81.62	\$	1,632.40
E9	10-inch PVC	20	\$	123.00	\$	2,460.00	\$	134.22	\$	2,684.40
E10	12-inch PVC	20	\$	129.00	\$	2,580.00	\$	140.86	\$	2,817.20
E11	4-inch DI	20	\$	36.50	\$	730.00	\$	40.61	\$	812.20
E12	6-inch DI	20	\$	45.05	\$	901.00	\$	51.94	\$	1,038.80
E13	8-inch DI	20	\$	61.25	\$	1,225.00	\$	70.77	\$	1,415.40
E14	10-inch DI	20	\$	87.00	\$	1,740.00	\$	95.00	\$	1,900.00
E15	12-inch DI	20	\$	117.00	\$	2,340.00	\$	127.76	\$	2,555.20
F1	313-00025607-000 (2" dia.)	20	\$	20.85	\$	417.00	\$	23.20	\$	464.00
F2	313-00056307-000 (4" dia.)	20	\$	29.00	\$	580.00	\$	30.15	\$	603.00
F3	313-00076007-000 (6" dia.)	20	\$	36.00	\$	720.00	\$	41.51	\$	830.20
F4	313-00101007-000 (8" dia.)	20	\$	39.10	\$	782.00	\$	45.34	\$	906.80
F5	313-00121207-000 (10" dia.)	10	\$	50.50	\$	505.00	\$	54.14	\$	541.40
F7	313-00143207-000 (12" dia.)	10	\$	60.50	\$	605.00	\$	67.89	\$	678.90
F7	313-00188807-000 (16" dia.)	5	\$	98.00	\$	490.00	\$	101.10	\$	505.50
F8	313-00025609-000 (2" dia.)	10	\$	20.85	\$	208.50	\$	23.20	\$	232.00
F9	313-00056309-000 (4" dia.)	10	\$	29.00	\$	290.00	\$	30.15	\$	301.50
F10	313-00076009-000 (6" dia.)	10	\$	36.00	\$	360.00	\$	41.51	\$	415.10
F11	313-00101009-000 (8" dia.)	10	\$	39.10	\$	391.00	\$	45.34	\$	453.40

F12	313-00121209-000 (10" dia.)	10	\$	50.50	\$	505.00	\$	54.14	\$	541.40
F13	313-00101209-000 (12" dia.)	10	\$	60.50	\$	605.00	\$	67.89	\$	678.90
F14	313-00188809-000 (16" dia.)	10	\$	98.00	\$	980.00	\$	101.10	\$	1,011.00
F15	313-00056315-000 (4" dia.)	10	\$	38.25	\$	382.50	\$	39.55	\$	395.50
F14	313-00076015-000 (6" dia.)	10	\$	44.40	\$	444.00	\$	49.45	\$	494.50
F15	313-00101015-000 (8" dia.)	10	\$	49.00	\$	490.00	\$	56.55	\$	565.50
F16	313-00121215-000 (10" dia.)	5	\$	64.50	\$	322.50	\$	68.92	\$	344.60
F17	313-00143215-000 (12" dia.)	5	\$	77.50	\$	387.50	\$	86.37	\$	431.85
F18	313-00188815-000 (16" dia.)	5	\$	140.00	\$	700.00	\$	145.24	\$	726.20
F19	411-00010501-003	30	\$	26.30	\$	789.00	\$	30.43	\$	912.90
F20	411-00013201-003	25	\$	27.30	\$	682.50	\$	31.49	\$	787.25
F21	411-00019001-003	25	\$	34.00	\$	850.00	\$	39.35	\$	983.75
F22	411-00023801-003	25	\$	38.50	\$	962.50	\$	44.60	\$	1,115.00
G1	860-56-0054-16 (2" dia.)	1	\$	126.00	\$	126.00	\$	140.53	\$	140.53
G2	860-56-0108-16C (4" dia.)	1	\$	213.00	\$	213.00	\$	232.56	\$	232.56
G3	860-56-0163-16 (6" dia.)	1	\$	282.00	\$	282.00	\$	314.40	\$	314.40
G4	860-56-0217-16 (8" dia.)	1	\$	318.00	\$	318.00	\$	355.18	\$	355.18
G5	860-56-0278-16 (10" dia.)	1	\$	408.00	\$	408.00	\$	437.00	\$	437.00
G6	860-56-0315-16 (12" dia.)	1	\$	480.00	\$	480.00	\$	515.85	\$	515.85
G7	860-56-0278-16 (10" dia. OS)	1	\$	430.00	\$	430.00	\$	462.11	\$	462.11
G8	860-56-0334-16 (12" dia. OS)	1	\$	575.00	\$	575.00	\$	617.15	\$	617.15
G9	2" Flange 874-54-054-12	20	\$	132.00	\$	2,640.00	\$	147.30	\$	2,946.00
G10	3" Flange 860-54-088-16	20	\$	188.00	\$	3,760.00	\$	200.25	\$	4,005.00
H1	¾" (CTS) P.E. SDR9 SERVICE TUBING (500' COIL)	15,000	\$	0.38	\$	5,700.00	\$	0.33	\$	4,950.00
H2	1" (CTS) P.E. SDR9 SERVICE TUBING (500' COIL)	6,000	\$	0.60	\$	3,600.00	\$	0.54	\$	3,240.00
I1	IRON BODY 2" FIPT X FIPT	10	\$	374.90	\$	3,749.00	\$	416.00	\$	4,160.00
I2	4 - inch	5	\$	586.50	\$	2,932.50	\$	617.30	\$	3,086.50
I3	6 - inch	5	\$	784.00	\$	3,920.00	\$	851.00	\$	4,255.00
I4	8 - inch	5	\$	1,225.00	\$	6,125.00	\$	1,331.00	\$	6,655.00
I5	10 - inch	5	\$	1,947.00	\$	9,735.00	\$	2,007.00	\$	10,035.00
I6	12 - inch	5	\$	2,350.50	\$	11,752.50	\$	2,500.46	\$	12,502.30
I7	4 – inch	5	\$	614.50	\$	3,072.50	\$	646.58	\$	3,232.90
I8	6 – inch	5	\$	784.00	\$	3,920.00	\$	852.00	\$	4,260.00
I9	8 – inch	5	\$	1,248.50	\$	6,242.50	\$	1,342.42	\$	6,712.10
I10	10 – inch	5	\$	1,947.00	\$	9,735.00	\$	2,007.00	\$	10,035.00
I11	12 – inch	5	\$	2,463.50	\$	12,317.50	\$	2,593.00	\$	12,965.00
I12	6" – #65-150-HH-F	15	\$	1,065.00	\$	15,975.00	\$	1,400.00	\$	21,000.00



As Read  11/9/2023

Eric G. Powell, PE
Director of Public Works and Utilities\City Engineer



TO: City Council
DATE: December 14, 2023
ITEM #: 5.H
SUBJECT: Consider approval of an ordinance amending the 2023 Annual Budget. (Finance)

Recommendation for Action: Requesting approval of an ordinance amending the 2023 Annual Budget.

Executive Summary: The attached ordinance provides for an amendment to the FY 23 Budget for \$90,852 Revenue and Expense for the General Fund and \$86,500 Use of Fund Balance for HOT Funds. HOT Funds will be used to cover previously approved expenditures related to the purchase and installation of an LED marquee at Memorial City Hall. Donations received by the Fire Department will be utilized in purchasing additional small tools and equipment.

Budget Cost: N/A

Staff Contact: Kristina Hamilton, Assistant Finance Director

Attachments:

1. Budget Amendment Memo FD
2. O-23-XX 2023 Budget Amendment - 2023-12-14



City of Marshall

Fire Department

P.O. Box 698

Marshall, Texas 75671

903-935-4580 / FAX 903-935-3568

REGINALD K. COOPER, EFO FIRE CHIEF

Marshall City Manager
Marshall City Commission
City Of Marshall
401 S. Alamo ST
Marshall, Texas 75670

December 14, 2023

Dear City Manager and Commissioners:

The Marshall Fire Department respectfully requests your approval to amend the 2023 Annual Budget to provide for additional revenue and expenditures received, which were not included in the original budget.

The fire department received donated funds in 2023 that are in a present account and need permission to be moved into another account in order to spend these funds on needed items, equipment, and any other anticipated expenses

Please allow for \$4,352 of donated funds to be transferred into our Small Tools & Minor Equipment account in order to utilize these funds prior to FY 2024.

Reginald K. Cooper, EFO
Fire Chief

A handwritten signature in black ink, appearing to be "R. Cooper", written over a horizontal line.

Marshall Fire Department

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 0-22-20 TO AMEND THE
2023 ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS**

WHEREAS, on September 8, 2022 the City of Marshall, Texas passed Ordinance No. O-22-20 adopting the 2023 annual budget; and

WHEREAS, the City of Marshall, Texas desires to amend the 2023 annual budget to provide for use of available FY22 fund balance, additional revenue received in FY23, and related expenditures which were not included in the original budget;

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

The appropriations for the fiscal year beginning January 1, 2023 and ending December 31, 2023 be amended to provide funds needed for anticipated expenses:

General Fund -	
Interfund Transfer from HOT Fund	\$ (86,500)
Improvements - Buildings - Memorial City Hall	\$ 86,500
Donations/Contributions General - Fire Department	\$ (4,352)
Small Tools & Minor Equipment - Fire Department	\$ 4,352
Hotel/Motel Occupancy Fund -	
Use of Fund Balance	\$ (86,500)
Interfund Transfer to General Fund	\$ 86,500

Vote:

PASSED, APPROVED, AND ADOPTED this 14th day of December, 2023.

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: December 14, 2023
ITEM #: 7.A
SUBJECT: Conduct a public hearing and consider approval of an ordinance vacating a portion of a City ROW known as Rutherford St. (Public Works)

Recommendation for Action: Requesting approval to vacate a certain section of City ROW known as Rutherford St., map attached.

Executive Summary: City staff is requesting the adoption of an ordinance vacating a certain section of an unimproved City ROW known as Rutherford St. The contiguous property owner who resides at 906 Atkins has made a formal request to the City to consider vacating this section. The location is in the 900 block of Atkins St and is shown on the attached map.

Budget Cost: None

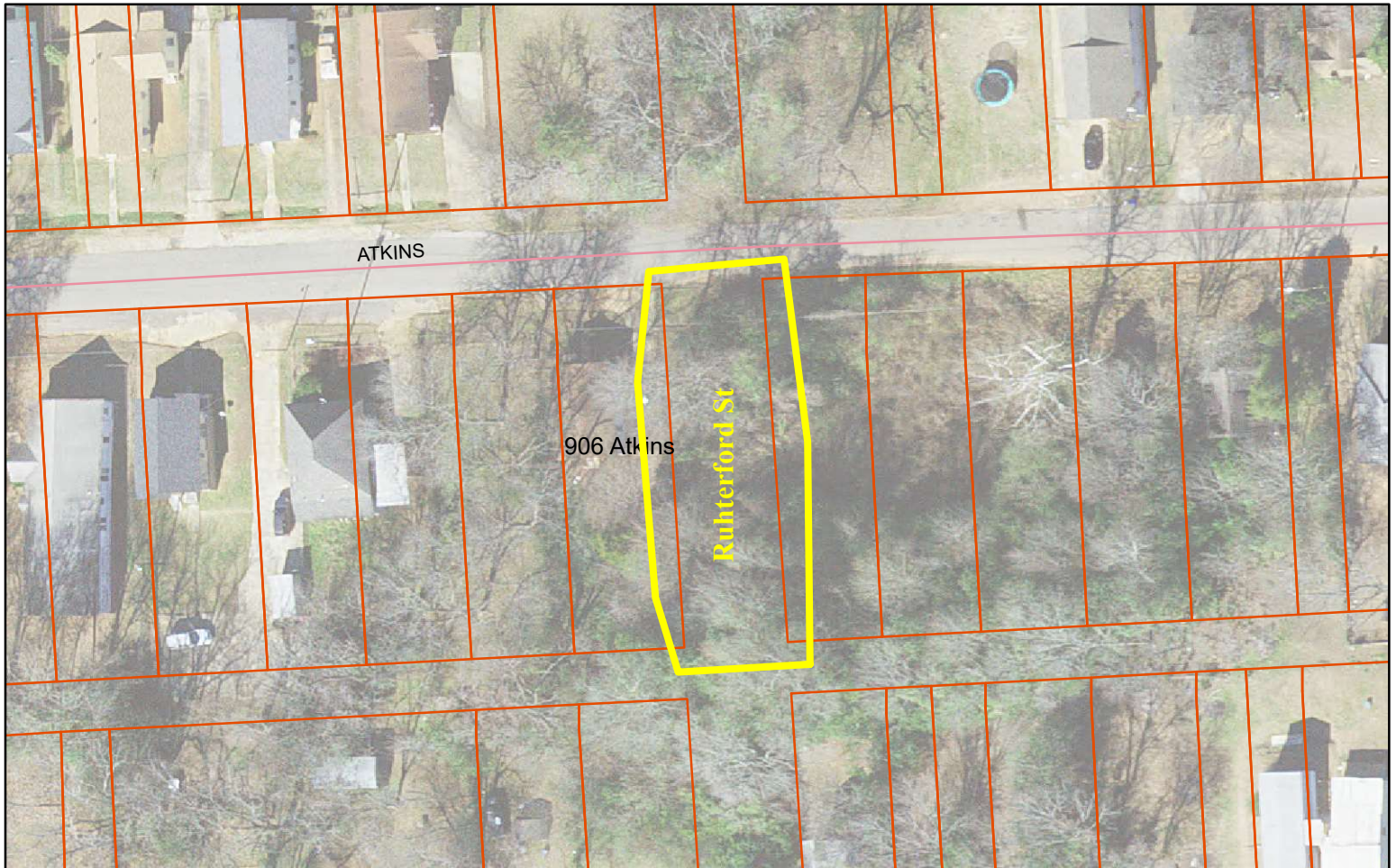
Staff Contact: Eric Powell, PE Director

Attachments:

1. 906Atkins-RutherfordStVacatingMAP
2. 230560-desc
3. 230560-esmt
4. 230560-plat
5. Street Abandonment Ordinance.Rutherford Street.With Exhibits (1)

CITY OF MARSHALL ROW VACATING MAP

ROW NAME: Rutherford Street



Date: 9/19/2023



**METES AND BOUNDS DESCRIPTION OF 0.251 ACRES OF LAND
PETER WHETSTONE SURVEY, A – 756
CITY OF MARSHALL, HARRISON COUNTY, TEXAS**

All that certain lot, tract, or parcel of land, being 0.251 acres of land, within the corporate limits of the City of Marshall, a part of the Peter Whetstone Survey, A – 756, and being a part of the right of way of Rutherford Street, as shown on plat of the Sexton Place Addition to the City of Marshall, dedicated by W.S. Atkins, J.W. Atkins and J.B. Atkins in instrument dated November 21, 1907 and recorded in Volume 65, Page 263 of the Harrison County Deed Records (H.C.D.R.)., said 0.251 acres being more particularly described as follows:

Beginning at ½" iron rod with plastic cap stamped "MTX Surveying" set at the Southeast corner of Lot 20 of Block 8 of said Sexton Place Addition, being the intersection of the West right of way line of Rutherford Street and the North right of way line of Fry Street, having State Plane Coordinates of N=Y= 6902792.91, E=X= 3244486.60;

Thence North 03°13'58" West, with the West right of way line of Rutherford Street and the East line of said Block 8, 272.91 feet to a ½" iron rod with plastic cap stamped "MTX Surveying" set at the intersection of the West right of way line of Rutherford Street and the South right of way line of Atkins Boulevard for the Northeast corner of Lot 10 of said Block 8;

Thence North 87°16'53" East, across Rutherford Street, with the South right of way line of Atkins Boulevard, 40.00 feet to a ½" iron rod with plastic cap stamped "MTX Surveying" set at the intersection of the East right of way line of Rutherford Street and the South right of way line of Atkins Boulevard for the Northwest corner of Lot 1 of said Block 9 of said Sexton Place Addition;

Thence South 03°13'58" East, with the East right of way line of Rutherford Street and the West line of said Block 9, 273.97 feet to a ½" iron rod with plastic cap stamped "MTX Surveying" set at the intersection of the East right of way line of Rutherford Street and the North right of way line of Fry Street for the Southwest corner of Lot 11 of said Block 9;

Thence South 88°47'35" West, across Rutherford Street, with the North right of way line of Fry Street, 40.03 feet to the place of beginning and containing 0.251 acres of land.

Bearings and coordinates are based upon Grid North and referenced to the State Plane Coordinate System, NAD 1983, Texas North Central Zone, as derived from GPS observations.

I, Mark. H. Patheal, Registered Professional Land Surveyor No. 4528, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of November, 2023.

GIVEN UNDER MY HAND AND SEAL this the 20th day of November, 2023



Mark H. Patheal
Registered Professional Land Surveyor
Texas Registration No. 4528



**CENTERLINE DESCRIPTION OF A 30' EASEMENT
PETER WHETSTONE SURVEY, A – 756
CITY OF MARSHALL, HARRISON COUNTY, TEXAS**

All that certain lot, tract, or parcel of land, being an easement, 30 feet in width and 15 feet on either side of a centerline, situated within the corporate limits of the City of Marshall, a part of the Peter Whetstone Survey, A – 756, and being a part of the right of way of Rutherford Street, as shown on plat of the Sexton Place Addition to the City of Marshall, dedicated by W.S. Atkins, J.W. Atkins and J.B. Atkins in instrument dated November 21, 1907 and recorded in Volume 65, Page 263 of the Harrison County Deed Records (H.C.D.R.)., said centerline being more particularly described as follows:

Commencing at ½" iron rod with plastic cap stamped "MTX Surveying" set at the Southeast corner of Lot 20 of Block 8 of said Sexton Place Addition, being the intersection of the West right of way line of Rutherford Street and the North right of way line of Fry Street, having State Plane Coordinates of N=Y= 6902792.91, E=X= 3244486.60;

Thence North 88°47'35" East, across the Rutherford Street right of way, with the North right of way line of Fry Street, 20.01 feet to the intersection of the centerline of Rutherford Street and the North right of way line of Fry Street, **being the true place of beginning of herein described centerline;**

Thence North 03°13'58" West, with the centerline of Rutherford Street, 273.44 feet to the intersection of said centerline and the South right of way line of Atkins Boulevard, **being the terminus point of herein described centerline**, from which a ½" iron rod with plastic cap stamped "MTX Surveying" set at the Northeast corner of Lot 10 of said Block 8 bears South 87°16'53" West – 20.00 feet;

Bearings and coordinates are based upon Grid North and referenced to the State Plane Coordinate System, NAD 1983, Texas North Central Zone, as derived from GPS observations.

I, Mark. H. Patheal, Registered Professional Land Surveyor No. 4528, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of November, 2023.

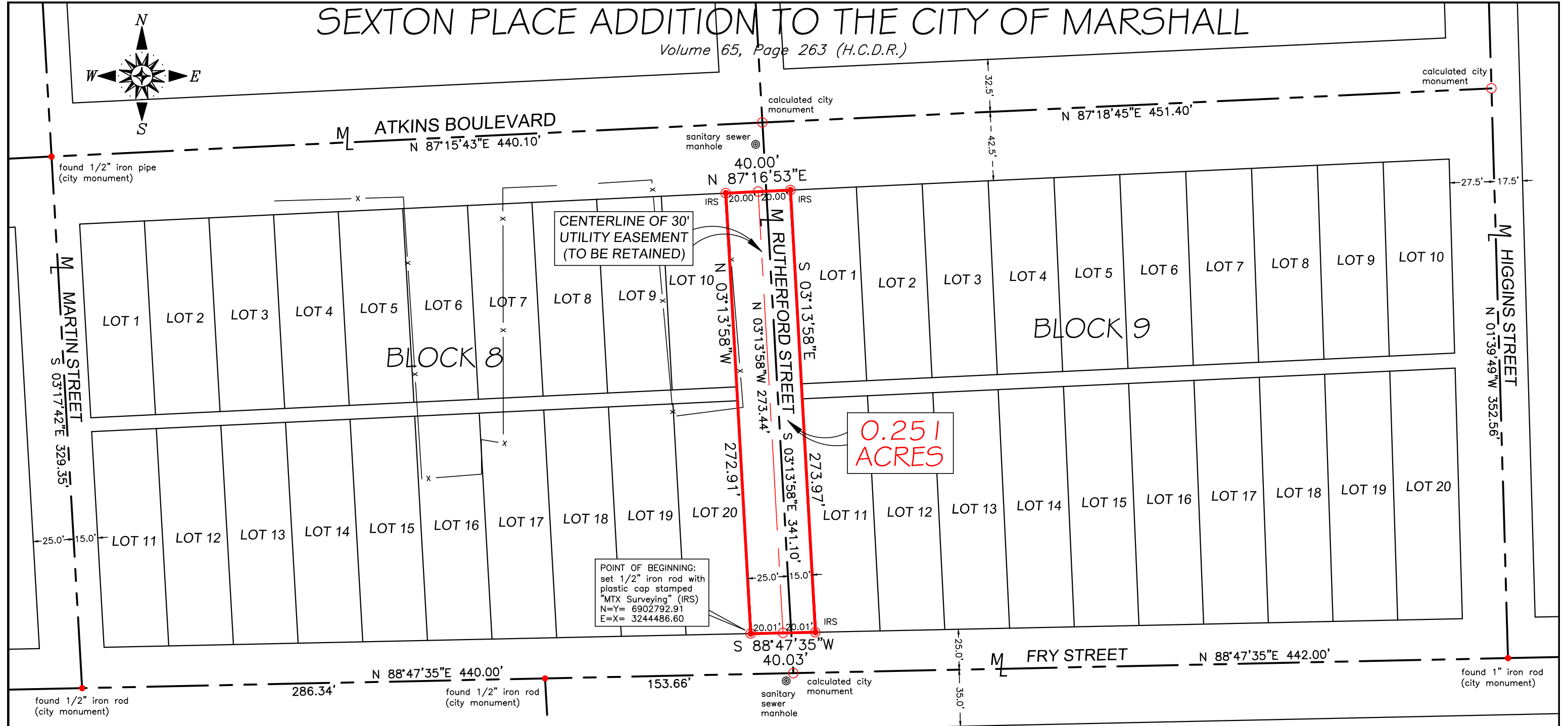
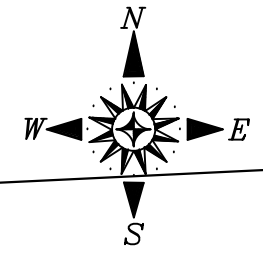
GIVEN UNDER MY HAND AND SEAL this the 20th day of November, 2023

Mark H. Patheal
Registered Professional Land Surveyor
Texas Registration No. 4528



SEXTON PLACE ADDITION TO THE CITY OF MARSHALL

Volume 65, Page 263 (H.C.D.R.)

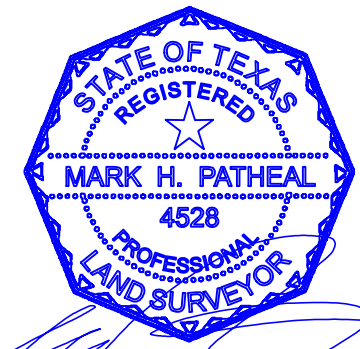


PLAT SHOWING:
**0.251 ACRES OF LAND, LOCATED IN THE
PETER WHETSTONE SURVEY, A - 756,
CITY OF MARSHALL,
HARRISON COUNTY, TEXAS**

Being a part of the right of way of Rutherford Street, as shown on plat of the Sexton Place Addition to the City of Marshall, dedicated by W.S. Atkins, J.W. Atkins and J.B. Atkins in instrument dated November 21, 1907 and recorded in Volume 65, Page 263 of the Harrison County Deed Records (H.C.D.R.).

I, Mark H. Patheal, hereby certify to The City of Marshall, exclusively, that this survey was made on the ground, under my supervision, and that this plat correctly represents the boundaries of the tract shown hereon to the best of my knowledge. This survey was made without the benefit of a current title commitment, and may be subject to record evidence which is not available for consideration at this time.

Bearings and coordiantes are based upon Grid North and referenced to the State Plane Coordinate System, NAD 1983, Texas North Central Zone, as derived from GPS observations.



Mark H. Patheal, R.P.L.S. #4528

LEGEND:

- Fence — x —
- Centerline — — —
- Monument Line — — —

FIELD NOTES TO ACCOMPANY PLAT

60 0 60 120 180

GRAPHIC SCALE — FEET

SURVEYED FOR:

City of MARSHALL TEXAS

4901 E End Blvd S,
Marshall, Tx 75672
www.mtxsurveying.com
903.471.8391
TBPLS Firm No. 10120600

MTX
a Bowman company

Date: 11/20/2023	Scale: 1" = 60'
Drawn By: KNG	Surveyed By: CC
Job No.: 230560	File: 230560

CITY OF MARSHALL, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARSHALL , TEXAS, ABANDONING, VACATING, AND CLOSING RUTHERFORD STREET FROM THE NORTH BOUNDARY LINE OF FRY STREET TO THE SOUTH BOUNDARY LINE OF ATKINS BOULEVARD WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marshall, Texas, is a Texas home-rule municipality; and

WHEREAS, Section 311.001(a) of the Texas Transportation Code generally provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.007 of the Texas Transportation Code provides the authority for a home-rule municipality to vacate, abandon or close a street or alley within the municipality; and

WHEREAS, the City of Marshall, Texas, acquired a public interest in Rutherford Street through a dedicated plat; and

WHEREAS no actual roadway had ever been constructed or used by the public on the described portion of the described alley; and

WHEREAS, the City Council of the City of Marshall, Texas, has determined and finds it is in the public interest that the heretofore described Rutherford Street, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated, and closed as a public roadway, but that the City should retain an easement necessary for the maintenance, repair or replacement of water, sewer, or any other infrastructure of the City underlying the property.

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

SECTION 1. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. That Rutherford Street, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, is hereby abandoned, vacated, and closed as a public roadway; PROVIDED HOWEVER, that the City of Marshall shall retain any

easement necessary for maintenance, repair or replacement of water, sewer, or any other infrastructure of the City underlying the property, said easement being described in the attached Exhibit B.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That all provisions of the Ordinances of the City of Marshall, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE
MARSHALL, TEXAS, THIS THE _____ DAY OF DECEMBER, 2023

Amy Ware, Mayor

ATTEST:

Nikki Smith, City Secretary

APPROVED AS TO FORM:

Scott Rectenwald, City Attorney

§

§

§

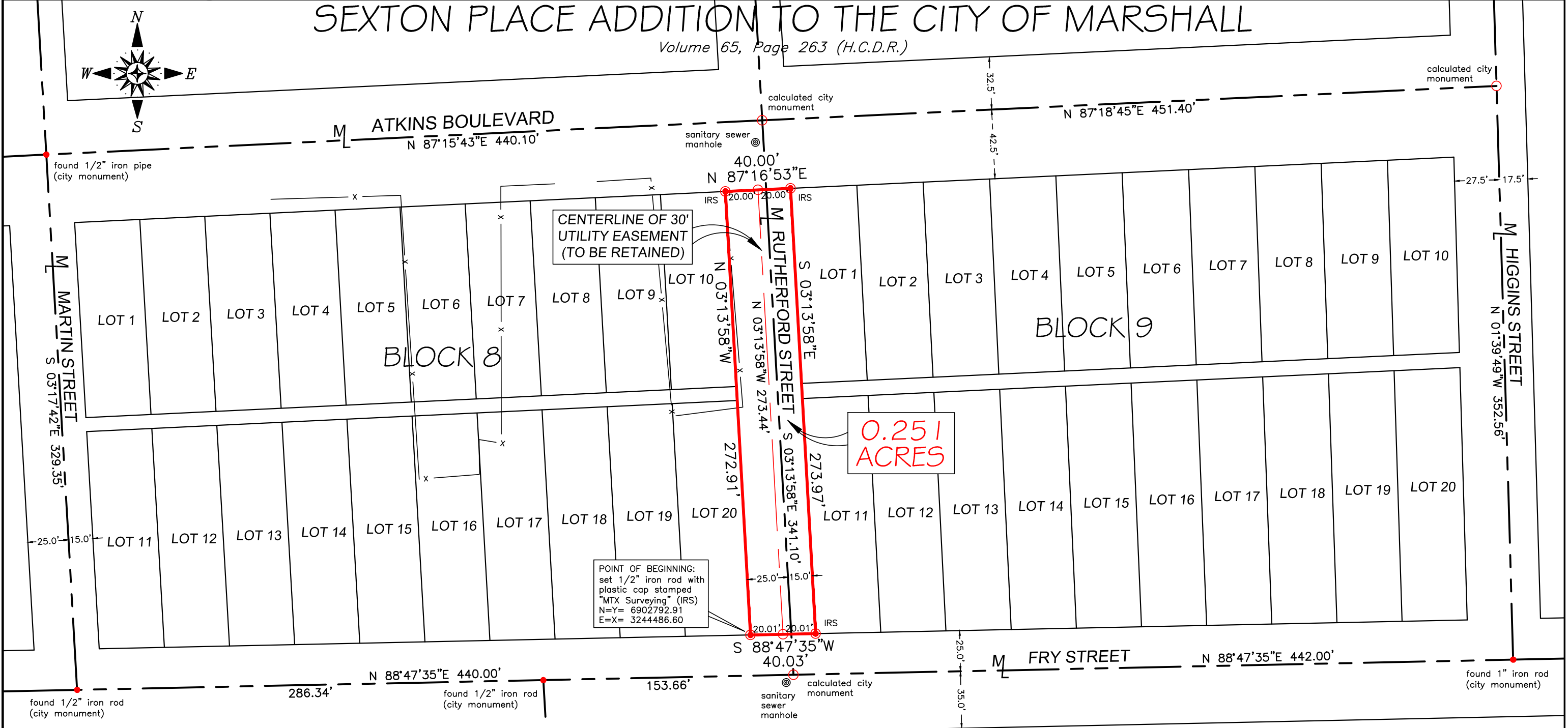
This instrument was acknowledged before me on the _____ day of _____, 2023, by Amy Ware, Mayor of the City of Marshall, Texas , as having been executed for the purposes and consideration stated therein.

My Commission Expires: _____

Typed or Printed Name of Notary

SEXTON PLACE ADDITION TO THE CITY OF MARSHALL

Volume 65, Page 263 (H.C.D.R.)



PLAT SHOWING:
**0.251 ACRES OF LAND, LOCATED IN THE
PETER WHETSTONE SURVEY, A - 756,
CITY OF MARSHALL,
HARRISON COUNTY, TEXAS**

Being a part of the right of way of Rutherford Street, as shown on plat of the Sexton Place Addition to the City of Marshall, dedicated by W.S. Atkins, J.W. Atkins and J.B. Atkins in instrument dated November 21, 1907 and recorded in Volume 65, Page 263 of the Harrison County Deed Records (H.C.D.R.).

I, Mark H. Patheal, hereby certify to The City of Marshall, exclusively, that this survey was made on the ground, under my supervision, and that this plat correctly represents the boundaries of the tract shown hereon to the best of my knowledge. This survey was made without the benefit of a current title commitment, and may be subject to record evidence which is not available for consideration at this time.

Bearings and coordiantes are based upon Grid North and referenced to the State Plane Coordinate System, NAD 1983, Texas North Central Zone, as derived from GPS observations.



Mark H. Patheal, R.P.L.S. #4528



4901 E End Blvd S,
Marshall, Tx 75672
www.mtxsurveying.com
903.471.8391
TBPLS Firm No. 10120600



Date: 11/20/2023	Scale: 1" = 60'
Drawn By: KNG	Surveyed By: CC
Job No.: 230560	File: 230560

LEGEND:
Fence — x —
Centerline — — —
Monument Line — — —

FIELD NOTES TO ACCOMPANY PLAT

60 0 60 120 180



GRAPHIC SCALE — FEET

METES AND BOUNDS DESCRIPTION OF 0.251 ACRES OF LAND
PETER WHETSTONE SURVEY, A – 756
CITY OF MARSHALL, HARRISON COUNTY, TEXAS

All that certain lot, tract, or parcel of land, being 0.251 acres of land, within the corporate limits of the City of Marshall, a part of the Peter Whetstone Survey, A – 756, and being a part of the right of way of Rutherford Street, as shown on plat of the Sexton Place Addition to the City of Marshall, dedicated by W.S. Atkins, J.W. Atkins and J.B. Atkins in instrument dated November 21, 1907 and recorded in Volume 65, Page 263 of the Harrison County Deed Records (H.C.D.R.)., said 0.251 acres being more particularly described as follows:

Beginning at ½" iron rod with plastic cap stamped "MTX Surveying" set at the Southeast corner of Lot 20 of Block 8 of said Sexton Place Addition, being the intersection of the West right of way line of Rutherford Street and the North right of way line of Fry Street, having State Plane Coordinates of N=Y= 6902792.91, E=X= 3244486.60;

Thence North 03°13'58" West, with the West right of way line of Rutherford Street and the East line of said Block 8, 272.91 feet to a ½" iron rod with plastic cap stamped "MTX Surveying" set at the intersection of the West right of way line of Rutherford Street and the South right of way line of Atkins Boulevard for the Northeast corner of Lot 10 of said Block 8;

Thence North 87°16'53" East, across Rutherford Street, with the South right of way line of Atkins Boulevard, 40.00 feet to a ½" iron rod with plastic cap stamped "MTX Surveying" set at the intersection of the East right of way line of Rutherford Street and the South right of way line of Atkins Boulevard for the Northwest corner of Lot 1 of said Block 9 of said Sexton Place Addition;

Thence South 03°13'58" East, with the East right of way line of Rutherford Street and the West line of said Block 9, 273.97 feet to a ½" iron rod with plastic cap stamped "MTX Surveying" set at the intersection of the East right of way line of Rutherford Street and the North right of way line of Fry Street for the Southwest corner of Lot 11 of said Block 9;

Thence South 88°47'35" West, across Rutherford Street, with the North right of way line of Fry Street, 40.03 feet to the place of beginning and containing 0.251 acres of land.

Bearings and coordinates are based upon Grid North and referenced to the State Plane Coordinate System, NAD 1983, Texas North Central Zone, as derived from GPS observations.

I, Mark. H. Patheal, Registered Professional Land Surveyor No. 4528, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of November, 2023.

GIVEN UNDER MY HAND AND SEAL this the 20th day of November, 2023



Mark H. Patheal
 Registered Professional Land Surveyor
 Texas Registration No. 4528



**CENTERLINE DESCRIPTION OF A 30' EASEMENT
PETER WHETSTONE SURVEY, A – 756
CITY OF MARSHALL, HARRISON COUNTY, TEXAS**

All that certain lot, tract, or parcel of land, being an easement, 30 feet in width and 15 feet on either side of a centerline, situated within the corporate limits of the City of Marshall, a part of the Peter Whetstone Survey, A – 756, and being a part of the right of way of Rutherford Street, as shown on plat of the Sexton Place Addition to the City of Marshall, dedicated by W.S. Atkins, J.W. Atkins and J.B. Atkins in instrument dated November 21, 1907 and recorded in Volume 65, Page 263 of the Harrison County Deed Records (H.C.D.R.)., said centerline being more particularly described as follows:

Commencing at ½" iron rod with plastic cap stamped "MTX Surveying" set at the Southeast corner of Lot 20 of Block 8 of said Sexton Place Addition, being the intersection of the West right of way line of Rutherford Street and the North right of way line of Fry Street, having State Plane Coordinates of N=Y= 6902792.91, E=X= 3244486.60;

Thence North 88°47'35" East, across the Rutherford Street right of way, with the North right of way line of Fry Street, 20.01 feet to the intersection of the centerline of Rutherford Street and the North right of way line of Fry Street, **being the true place of beginning of herein described centerline;**

Thence North 03°13'58" West, with the centerline of Rutherford Street, 273.44 feet to the intersection of said centerline and the South right of way line of Atkins Boulevard, **being the terminus point of herein described centerline**, from which a ½" iron rod with plastic cap stamped "MTX Surveying" set at the Northeast corner of Lot 10 of said Block 8 bears South 87°16'53" West – 20.00 feet;

Bearings and coordinates are based upon Grid North and referenced to the State Plane Coordinate System, NAD 1983, Texas North Central Zone, as derived from GPS observations.

I, Mark. H. Patheal, Registered Professional Land Surveyor No. 4528, do hereby certify that these field notes were prepared from an actual survey made on the ground, under my supervision, during the month of November, 2023.

GIVEN UNDER MY HAND AND SEAL this the 20th day of November, 2023

Mark H. Patheal
Registered Professional Land Surveyor
Texas Registration No. 4528





TO: City Council
DATE: December 14, 2023
ITEM #: 8.A
SUBJECT: Consider approval of a Resolution to cast votes for the Harrison Central Appraisal District Board of Directors. (City Manager)

Recommendation for Action: Cast votes for nominees.

Executive Summary: Information from the Appraisal District is attached regarding casting the City of Marshall's votes for election of directors to the Appraisal District board. Each taxing entity that participates in the Appraisal District is assigned a number of votes based on the tax levy of each jurisdiction.

This year the City of Marshall has 274 votes out of the 5,000 total votes. Any part of the 274 votes may be cast for any of the nominees.

Votes must be cast and the Resolution submitted to the chief appraiser of the Harrison Central Appraisal District before December 15, 2023.

Budget Cost: N/A

Staff Contact: Terrell Smith, City Manager

Attachments: 1. COM - 2024-2025 Ballot

Harrison Central Appraisal District

P.O. Box 818 ♦ 201 West Grand Marshall, Texas 75670 ♦ (903) 935-1991 ♦ (903) 938-8471 Fax

J. L. Flowers, R.P.A., R.T.A.

Chief Appraiser

Date: 2-Nov-2023

To: All Taxing Units, Presiding Officers and County Commissioners

From: Chief Appraiser

Re: 2024-2025 CCAD Director Voting Ballot

Folks:

The following list comprises the 2024-2025 HCAD Board of Directors Ballot:
Votes must be cast by official action and a copy of that action filed with me before:

December 14th

Enclosed, you will find a copy of the resolution ballot. You may cast your votes for one candidate or distribute them to several candidates.

The list of nominees for this election cycle are...

Jason Ainsworth

Leo Morris

Ross Brown

Jay Nelson

Leslie Brian Degner

Chase Palmer

Bettye Fisher

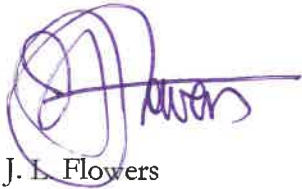
Albert Tiller

Ted Huffhines

Lacy Warren

If you have any questions please contact me.

Respectfully yours,



J. L. Flowers

Chief Appraiser

Encl.

Cc: HCAD Directors

Voting Allocation for HCAD

2024-2025 Directorship Terms

§6.03(d) Texas Property Tax Code

<u>Unit</u>	<u>In County 2022</u> <u>Tax Rolls</u>	(1) ÷ (2)	(3) x 1,000 Votes	(4) x 5 Places
	<u>(1)</u>	<u>(3)</u>	<u>(4)</u>	<u>Allocated</u> <u>Votes</u>
Elysian Fields ISD (Harrison Co)	\$8,343,569	6.48868%	64.88684	324
Hallsville ISD	\$31,180,342	24.24854%	242.48543	1,212
Harleton ISD	\$2,064,885	1.60583%	16.05834	80
Karnack ISD	\$2,149,477	1.67162%	16.71620	84
Marshall ISD	\$33,584,494	26.11822%	261.18220	1,306
New Diana ISD (Harrison Co)	\$102,547	0.07975%	0.79749	4
Ore City ISD (Harrison Co)	\$39,911	0.03104%	0.31038	2
Waskom ISD	\$8,602,798	6.69028%	66.90283	335
City of Hallsville	\$985,930	0.76674%	7.66745	38
City of Longview (Harrison Co)	\$2,384,636	1.85450%	18.54500	93
City of Marshall	\$7,049,300	5.48215%	54.82148	274
City of Waskom	\$669,490	0.52065%	5.20654	26
Harrison County	\$31,429,078	24.44198%	244.41981	1,222
	<u>(2)</u>			
In-County Totals	\$128,586,457	100.00%	1,000	5,000

**A RESOLUTION IN ORDER TO CAST
VOTES FOR THE BOARD OF DIRECTORS OF
THE HARRISON CENTRAL APPRAISAL DISTRICT**

WHEREAS, Section 6.03(c) of the Texas Property Tax Code requires the election of the board of directors of an appraisal district by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, the Harrison Central Appraisal District Board of Directors is comprised of five elected members; and

WHEREAS, the City of Marshall is a participating taxing entity of the Harrison Central Appraisal District entitled to vote; and

WHEREAS, the City of Marshall is entitled by cumulative voting to cast 274 votes for the Harrison Central Appraisal District Board of Directors;

NOW, THEREFORE, BE IT RESOLVED that the City of Marshall casts its votes for the following nominee(s) for the Board of Directors, Harrison Central Appraisal District:

<u>Nominee</u>	<u>Votes Cast</u>
Jason Ainsworth	
Ross Brown	
Leslie Brian Degner	
Bettye Fisher	
Ted Huffhines	
Leo Morris	
Jay Nelson	
Chase Palmer	
Albert Tiller	
Lacy Warren	

INTRODUCED AND PASSED by the City Council of the City of Marshall, this _____ day of _____, 2023.

ATTEST:

Presiding Officer

Secretary

City of Marshall



TO: City Council
DATE: December 14, 2023
ITEM #: 9.A
SUBJECT: Delinquent Property Tax and Fines & Fees
Collections Report. (Finance)

Recommendation for Action:

Executive Summary: Presentation of the Annual Report by M. Elizabeth Vaughn.

Budget Cost: N/A

Staff Contact: Dawn Jones, Finance Director

Attachments: None



TO: City Council
DATE: December 14, 2023
ITEM #: 9.B
SUBJECT: Consider approval of awarding a contract for 300\400 Block of N Washington Streetscape Project. (Public Works)

Recommendation for Action:

1. Request approval to award a contract - 300\400 block of N Washington Streetscape Project

Executive Summary: On November 15th the City accepted sealed bids for the 300\400 block of N Washington Streetscape Project. Two bids were submitted and the results are listed below:

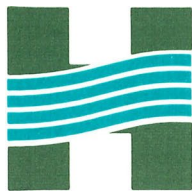
- | | |
|---|--------------|
| 1. Casey SLone Construction, Marshall, TX | \$890,0000 |
| 2. C.E. Marler & Associates, Kllgore, TX | \$947,228.05 |

Based on a review by Hayes Engineering who are the design engineers and by City staff it is recommended that a contract be awarded to Casey Slone Construction for the amount of \$890,000. The work is scheduled to begin in early January and take approximately 120 days to complete.

Budget Cost: \$890,000 funded by CIP bonds

Staff Contact: Eric Powell, PE Director

- Attachments:**
1. 20231115 Bid Recommendation 300&400 Blk N Washington
 2. 20231115 Bid Tabulation 300&400 Blk N Washington Marshall



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

November 15, 2023

Terrell Smith, City Manager
City of Marshall
P.O. Box 698
Marshall, TX 75671

RE: 300 & 400 Blocks North Washington Avenue Redevelopment

Dear Mr. Smith:

Please find enclosed one copy of the bid tabulation for the above referenced project. I recommend award to the low bidder, Casey Slone Construction, LLC, for their bid in the amount of \$890,000.00.

If you have any questions or comments, please advise.

Sincerely,
HAYES ENGINEERING, INC.

Stanley R. Hayes, P.E.
Principal

Enclosure

Eric Powell, P.E., City Engineer/Public Works Director
Chris Miles, Assistant Public Works Director

CITY OF MARSHALL, TX
300 & 400 BLOCKS NORTH WASHINGTON AVENUE REDEVELOPMENT
Wednesday, November 15, 2023 at 2:00 PM
BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	Casey Slone Construction		C.E. Marler & Associates	
				Marshall, TX	Kilgore, TX		
General Items							
1	1	LS	Mobilization, Bonds & Insurance	\$48,000.00	\$ 48,000.00	\$85,000.00	\$ 85,000.00
2	1	LS	Traffic Control & Barricades	\$2,000.00	\$ 2,000.00	\$7,500.00	\$ 7,500.00
3	1	LS	Storm Water Pollution Prevention	\$1,000.00	\$ 1,000.00	\$2,000.00	\$ 2,000.00
4	2	EA	Project Sign	\$600.00	\$ 1,200.00	\$1,200.00	\$ 2,400.00
Subtotal General Items				\$ 52,200.00		\$ 96,900.00	
300 Block North Washington							
Demolition							
5	634	LF	Remove existing concrete curb and gutter	\$9.87	\$ 6,257.58	\$14.00	\$ 8,876.00
6	7442	SF	Remove existing brick pavers, mortar and concrete base along store fronts and islands	\$1.73	\$ 12,874.66	\$5.00	\$ 37,210.00
7	4	EA	Remove existing trees including stump and roots and concrete planter box	\$1,462.50	\$ 5,850.00	\$3,500.00	\$ 14,000.00
8	8	EA	Remove existing concrete handicap ramps	\$526.50	\$ 4,212.00	\$400.00	\$ 3,200.00
9	2	EA	Remove and salvage existing pedestrian lights including remove foundation	\$1,657.31	\$ 3,314.62	\$1,700.00	\$ 3,400.00
10	1	EA	Remove and salvage existing street traffic lights including remove foundation	\$1,998.36	\$ 1,998.36	\$5,500.00	\$ 5,500.00
11	12	EA	Remove and salvage existing ornamental street lights including remove foundation	\$266.47	\$ 3,197.64	\$500.00	\$ 6,000.00
12	2	EA	Remove existing pull boxes	\$250.00	\$ 500.00	\$250.00	\$ 500.00
13	161	SY	Remove existing asphalt as needed to construct new curb, gutter and storm sewer	\$87.20	\$ 14,039.20	\$25.00	\$ 4,025.00
14	33	LF	Remove existing concrete flume with plate cover	\$15.15	\$ 499.95	\$14.00	\$ 462.00
15	140	LF	Remove existing 12" clay drainage pipe and plug ends	\$10.03	\$ 1,404.20	\$15.00	\$ 2,100.00
16	380	LF	Obliterate existing cross walk, remove 4" white solid lines	\$1.00	\$ 380.00	\$1.15	\$ 437.00
New Construction							
17	1	LS	Flatwork earthwork including cut and fills, subgrade compaction, and finish grading	\$10,000.00	\$ 10,000.00	\$6,000.00	\$ 6,000.00
18	7050	SF	Construct reinforced concrete flatwork including portion under brick inlay sections	\$7.96	\$ 56,118.00	\$8.40	\$ 59,220.00
19	1970	SF	Furnish and Install brick paver inlay on sand cushion (ACME Brick Pathway Red)	\$12.11	\$ 23,856.70	\$15.50	\$ 30,535.00
20	8	EA	Construct ADA Type 1 pedestrian curb ramp	\$2,639.81	\$ 21,118.48	\$2,070.00	\$ 16,560.00
21	532	LF	Construct 24" concrete curb and gutter	\$37.44	\$ 19,918.08	\$45.00	\$ 23,940.00
22	161	SY	Furnish and install asphalt paving (Type "D") repair	\$50.02	\$ 8,053.22	\$125.00	\$ 20,125.00
23	168	LF	Furnish and install 12" storm sewer	\$92.03	\$ 15,461.04	\$70.00	\$ 11,760.00
24	1	EA	Construct 5' storm sewer inlet with gutter transitions and box extension	\$7,674.03	\$ 7,674.03	\$6,700.00	\$ 6,700.00
25	2	EA	Connect 12" storm sewer to existing inlet box	\$2,047.50	\$ 4,095.00	\$1,500.00	\$ 3,000.00
26	1	LS	Construct curb inlet top and throat opening on ex inlet, including demo ex inlet top	\$3,500.00	\$ 3,500.00	\$3,425.00	\$ 3,425.00
27	4	EA	Extend and connect existing building drainage laterals to new 12" RCP drainage pipe	\$877.50	\$ 3,510.00	\$2,500.00	\$ 10,000.00
28	1	EA	Adjust Existing 6" water main at storm sewer crossing	\$5,500.00	\$ 5,500.00	\$5,000.00	\$ 5,000.00
29	2	EA	Furnish and install 1" water meter and service with quick coupler valve	\$1,755.00	\$ 3,510.00	\$2,900.00	\$ 5,800.00
30	2	EA	Adjust existing water service	\$1,462.50	\$ 2,925.00	\$600.00	\$ 1,200.00
31	1	EA	Adjust existing gas service	\$150.00	\$ 150.00	\$1,000.00	\$ 1,000.00
32	14	EA	Adjust water meter box to grade	\$100.00	\$ 1,400.00	\$250.00	\$ 3,500.00
33	3	EA	Adjust Gas meter box to grade	\$50.00	\$ 150.00	\$250.00	\$ 750.00
34	12	EA	Install existing modified ornamental street light with foundation	\$1,287.00	\$ 15,444.00	\$950.00	\$ 11,400.00
35	6	EA	Furnish and Install 6' ornamental benches (58-60 Dumor) w/anchors	\$2,262.20	\$ 13,573.20	\$2,300.00	\$ 13,800.00
36	6	EA	Furnish and Install ornamental trash cans (32 Gal. Dumor)	\$2,771.93	\$ 16,631.58	\$2,900.00	\$ 17,400.00
37	6	EA	Furnish and Install ornamental planters (22-00SH Dumor)	\$2,243.09	\$ 13,458.54	\$2,485.00	\$ 14,910.00
38	2	EA	Furnish and Install Stop/ One Way Sign with post and break away post base	\$760.50	\$ 1,521.00	\$750.00	\$ 1,500.00
39	380	LF	Furnish and Install 8" white cross walk stripe Item 666 Type II	\$1.17	\$ 444.60	\$1.15	\$ 437.00
40	89	LF	Furnish and Install 6" yellow pedestrian ramp curb stripe Item 666 Type II	\$0.99	\$ 88.11	\$1.00	\$ 89.00
41	10	EA	Furnish and install Merlot Redbud trees (3"-4" caliper) with root barrier surround, concrete border, tree grates and all elements necessary to install as detailed.	\$3,835.38	\$ 38,353.80	\$1,700.00	\$ 17,000.00
42	1	LS	Electrical systems installation and modifications including wiring, conduit, panels, pull boxes, rack and service modifications, relocations, pavement repair, etc. to provide complete , functional lighting systems as shown and detailed.	\$106,760.50	\$ 106,760.50	\$90,850.00	\$ 90,850.00
300 Block North Washington Subtotal				\$ 447,743.09		\$ 461,611.00	
400 Block North Washington Ave							
Demolition							
43	551	LF	Remove existing concrete curb and gutter	\$10.35	\$ 5,702.85	\$14.00	\$ 7,714.00
44	5882	SF	Remove ex brick pavers, mortar and concrete base along store fronts and islands	\$1.79	\$ 10,528.78	\$5.00	\$ 29,410.00
45	4	EA	Remove existing trees including stump and roots and concrete planter box	\$1,462.50	\$ 5,850.00	\$3,500.00	\$ 14,000.00
46	4	EA	Remove existing concrete handicap ramps	\$526.50	\$ 2,106.00	\$400.00	\$ 1,600.00
47	12	EA	Remove and salvage existing ornamental street lights include remove foundation	\$266.47	\$ 3,197.64	\$500.00	\$ 6,000.00
48	124	SY	Remove existing asphalt as needed to construct new curb and gutter	\$114.17	\$ 14,157.08	\$25.00	\$ 3,100.00
49	13	LF	Remove existing concrete flume with plate cover	\$19.23	\$ 249.99	\$14.00	\$ 182.00
50	55	LF	Obliterate existing crosswalk, remove 4" white solid lines	\$1.17	\$ 64.35	\$1.15	\$ 63.25
New Construction							
51	1	LS	Flatwork earthwork including cut and fills, subgrade compaction, and finish grading	\$7,500.00	\$ 7,500.00	\$6,000.00	\$ 6,000.00
52	5987	SF	Construct reinforced concrete flatwork including portion under brick inlay sections	\$7.38	\$ 44,184.06	\$8.40	\$ 50,290.80
53	1650	SF	Furnish and Install brick paver inlay on sand cushion (ACME Brick Pathway Red)	\$12.27	\$ 20,245.50	\$15.50	\$ 25,575.00
54	4	EA	Construct ADA Type 1 pedestrian curb ramp	\$2,661.75	\$ 10,647.00	\$2,070.00	\$ 8,280.00
55	1	EA	Construct ADA Type 3 pedestrian curb ramp	\$2,720.25	\$ 2,720.25	\$2,530.00	\$ 2,530.00
56	483	LF	Construct 24" concrete curb and gutter	\$37.44	\$ 18,083.52	\$45.00	\$ 21,735.00
57	124	SY	Furnish and install asphalt paving (Type "D") repair	\$50.02	\$ 6,202.48	\$125.00	\$ 15,500.00
58	93	LF	Furnish and install 12" storm sewer	\$92.03	\$ 8,558.79	\$70.00	\$ 6,510.00
59	1	EA	Connect 12" storm sewer to existing inlet box	\$2,281.50	\$ 2,281.50	\$1,500.00	\$ 1,500.00
60	1	EA	Construct 5' storm sewer inlet with gutter transitions and box extension	\$6,961.50	\$ 6,961.50	\$6,900.00	\$ 6,900.00
61	1	EA	Construct 3'x3' inlet box with opening in back, including existing flume modifications	\$6,254.82	\$ 6,254.82	\$5,000.00	\$ 5,000.00
62	2	EA	Adjust existing water service	\$1,228.50	\$ 2,457.00	\$600.00	\$ 1,200.00
63	2	EA	Furnish and install 1" water meter and service with quick coupler valve	\$2,047.50	\$ 4,095.00	\$2,900.00	\$ 5,800.00
64	10	EA	Adjust water meter box to grade	\$100.00	\$ 1,000.00	\$250.00	\$ 2,500.00
65	1	EA	Adjust cleanout box to grade	\$250.00	\$ 250.00	\$300.00	\$ 300.00
66	12	EA	Install existing modified ornamental street light with foundation	\$1,287.00	\$ 15,444.00	\$950.00	\$ 11,400.00
67	6	EA	Furnish and Install 6' ornamental benches (58-60 Dumor) w/anchors	\$2,262.20	\$ 13,573.20	\$2,300.00	\$ 13,800.00
68	6	EA	Furnish and Install ornamental trash cans (32 Gal. Dumor)	\$2,771.93	\$ 16,631.58	\$2,900.00	\$ 17,400.00
69	6	EA	Furnish and Install ornamental planters (22-00SH Dumor)	\$2,243.09	\$ 13,458.54	\$2,485.00	\$ 14,910.00
70	2	EA	Furnish and Install Stop/ One Way Sign with post and break away post base	\$760.50	\$ 1,521.00	\$750.00	\$ 1,500.00
71	55	LF	Furnish and Install 8" white cross walk stripe Item 666 Type II	\$0.99	\$ 54.45	\$1.00	\$ 55.00
72	62	LF	Furnish and Install 6" yellow pedestrian curb stripe Item 666 Type II	\$0.99	\$ 61.38	\$1.00	\$ 62.00
73	2	EA	Salvage existing sign and mount on new post and breakaway post base	\$450.00	\$ 900.00	\$525.00	\$ 1,050.00
74	10	EA	Furnish and install Merlot Redbud trees (3"-4" caliper) with root barrier surround, concrete border, tree grates and all elements necessary to install as detailed.	\$3,835.38	\$ 38,353.80	\$1,700.00	\$ 17,000.00
75	1	LS	Electrical systems installation and modifications including wiring, conduit, panels, pull boxes, rack and service modifications, relocations, pavement repair, etc. to provide complete , functional lighting systems as shown and detailed.	\$106,760.85	\$ 106,760.85	\$89,850.00	\$ 89,850.00
400 Block North Washington Subtotal				\$ 390,056.91		\$ 388,717.05	
300 & 400 Blocks North Washington TOTAL AMOUNT BID				\$ 890,000.00		\$ 947,228.05	

HAYES ENGINEERING, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1465

STANLEY R. HAYES, P.E.
PRINCIPAL





TO: City Council
DATE: December 14, 2023
ITEM #: 9.C
SUBJECT: Consider approval of an expenditure in excess of \$50,000 for the installation of a National Fitness Court at City Park. (Support Services)

Recommendation for Action: Requesting approval of the invoice for the installation of a National Fitness Court at City Park.

Executive Summary:

Budget Cost: \$115,000.00

Staff Contact: Randy Pritchard, Support Services Director

Attachments:

1. 2023_Texas BCBSTX_ NFC Briefing Presentation (1)
2. Invoice INV-1349 (1)



NATIONAL FITNESS CAMPAIGN
**CAMPAIGN
BRIEFING**



2023



BROUGHT TO YOU BY



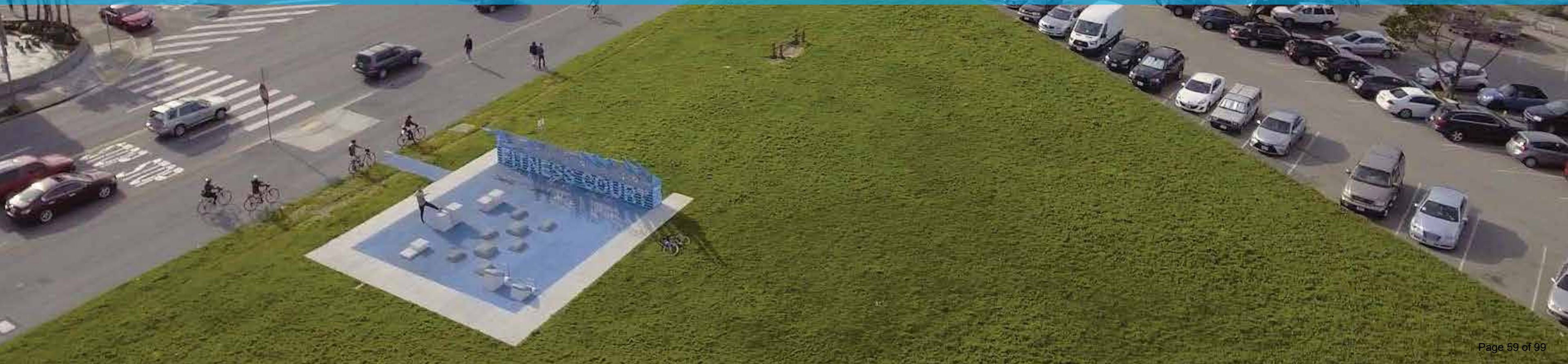
WHO WE ARE

National Fitness Campaign is a wellness consulting firm. Our mission is to build healthy communities.



WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to fund, build, and activate outdoor Fitness Courts, making world class fitness free.



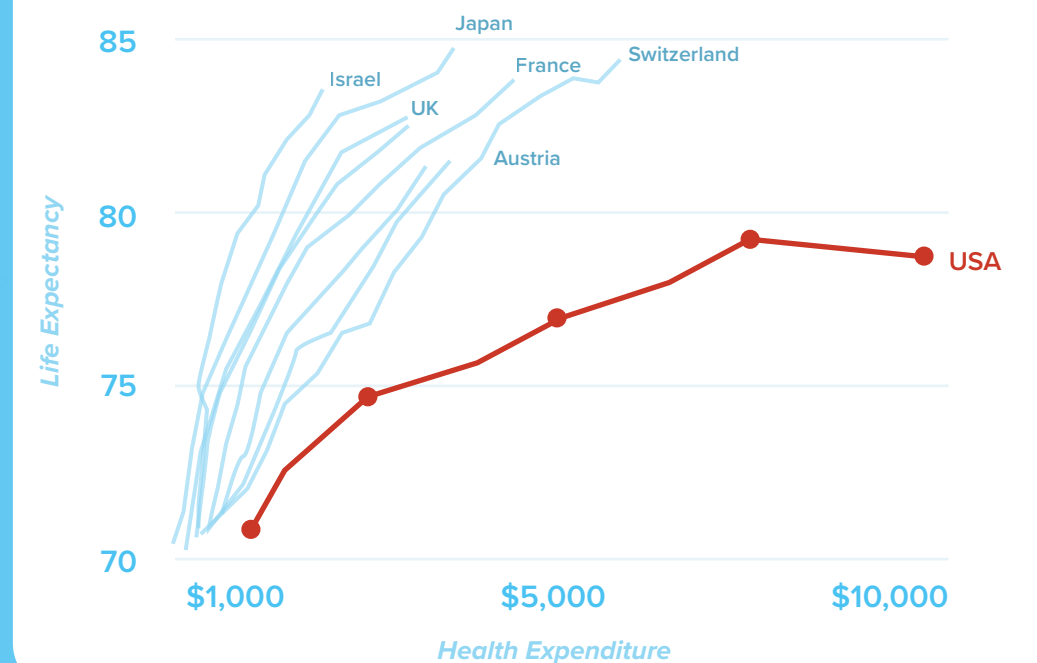


WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE

THE PROBLEM

Life Expectancy vs Health Expenditure



America is facing a health crisis caused by sedentary lifestyles and cities designed for cars. USA spends more money than any other on healthcare with poor results.

THE SOLUTION

When communities are designed to support wellbeing, health outcomes change!

40+ YEARS IN THE MAKING

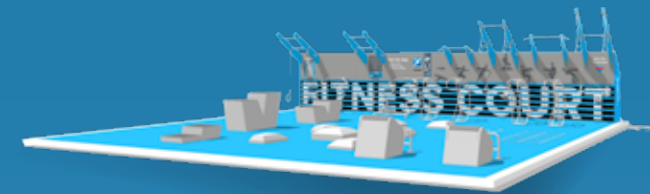
CAMPAIGN HISTORY



FITNESS COURT INVENTED
SAN FRANCISCO • STANFORD



FIRST NATIONAL SPONSOR
3 COUNTRIES • 10,000 FITNESS COURTS



REDESIGNED
FOR IMPACT IN 21ST CENTURY



WELCOMING 500TH
HEALTHY COMMUNITY ACROSS AMERICA



NFC EXPANDS TO 10,000
COMMUNITIES WITH PARTNERS

1979

1980's

2012

2023

2030's

Campaign Overview

National Fitness Campaign





FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED | COACH IN YOUR POCKET



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



ADULTS OF ALL AGES AND ABILITY

I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI

Campaign Services

National Fitness Campaign



Planning & Funding Support





Pre Launch Support





Ambassador Training





Media & Press



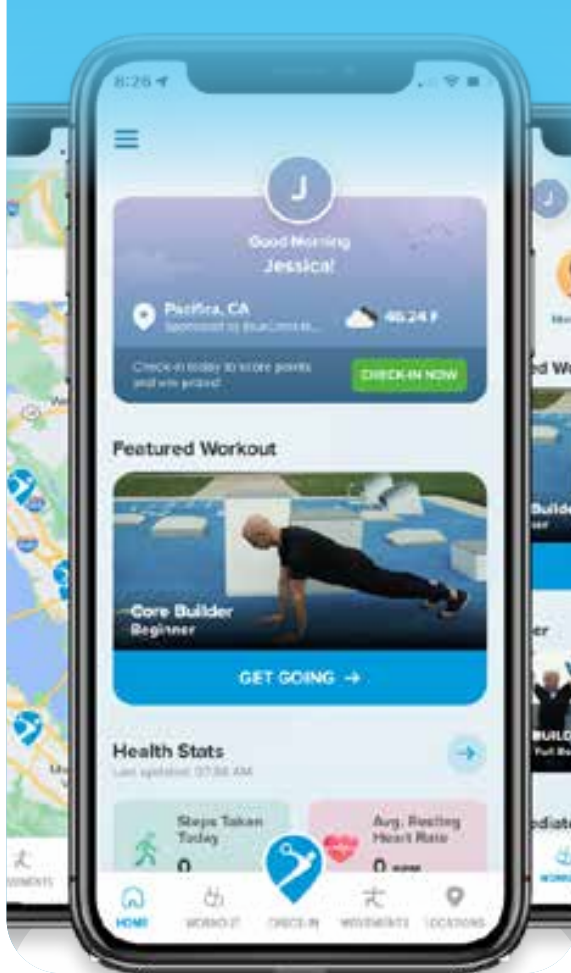


Launch & Ribbon Cutting





Fitness Court® App

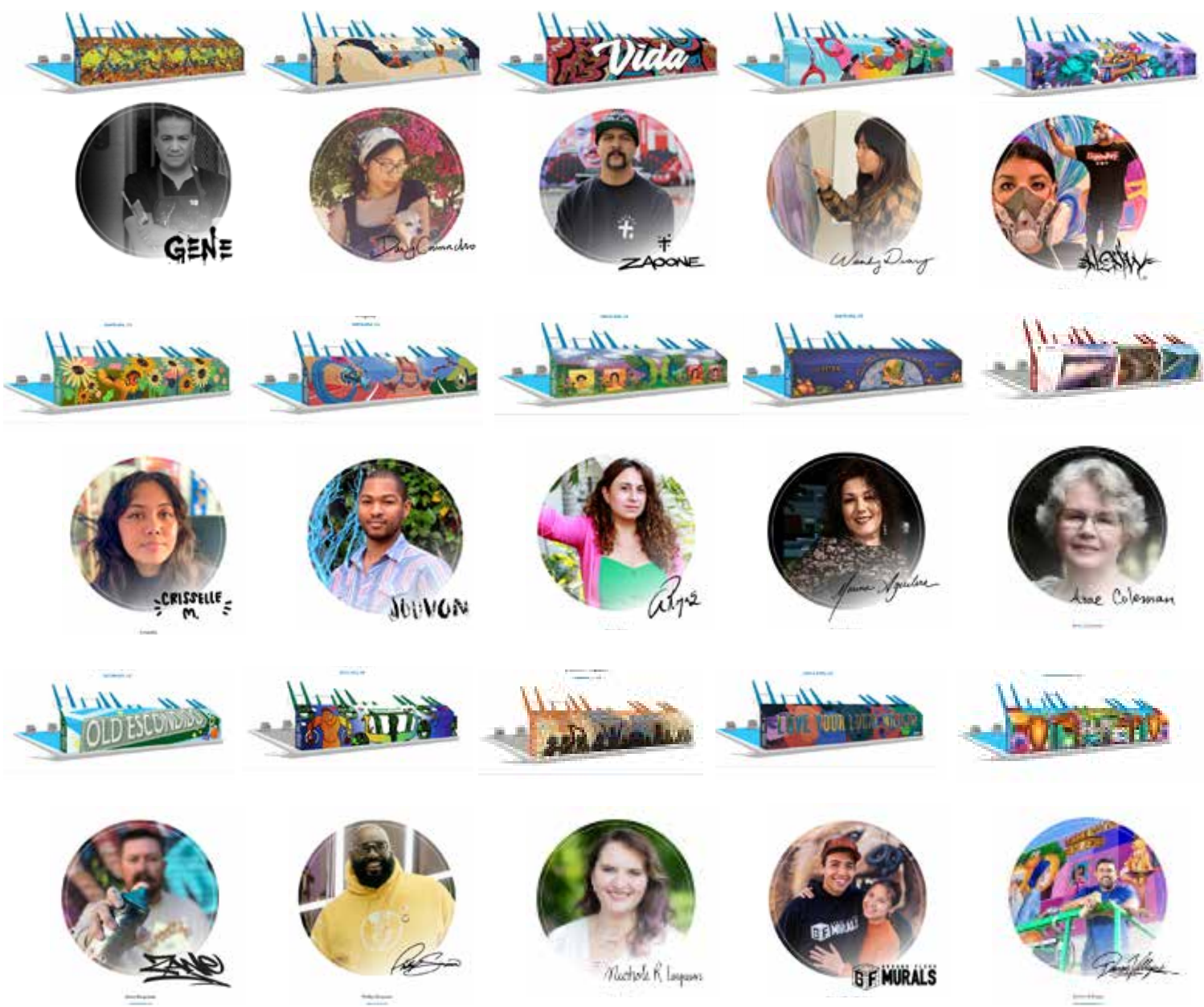




WE BUILD HEALTHY COMMUNITIES!

Fitness Court® Public Art

Inspiration Meets Wellness

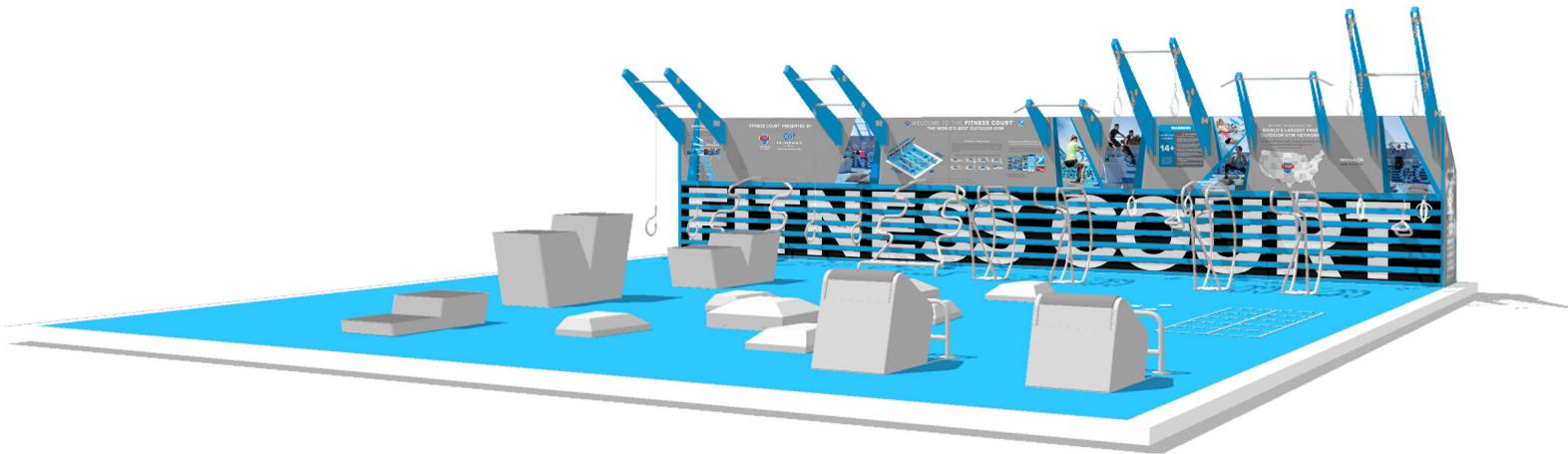


ARTISTS FROM ACROSS THE
COUNTRY

Fitness Court® Public Art



FITNESS
COURTS®



2023 NFC State Sponsor Art Collection
No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



Final design works in collaboration with State Sponsor.

LOCAL ARTIST

Additional Funding Required:
\$25,000

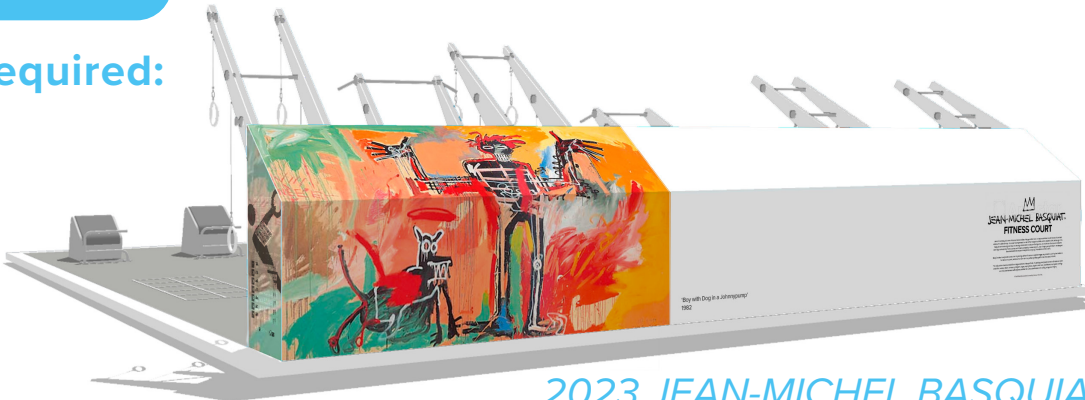


Final design works in collaboration with State Sponsor.

FEATURED ARTIST

Additional Funding Required:
\$50,000

Limited licenses available



2023 JEAN-MICHEL BASQUIAT

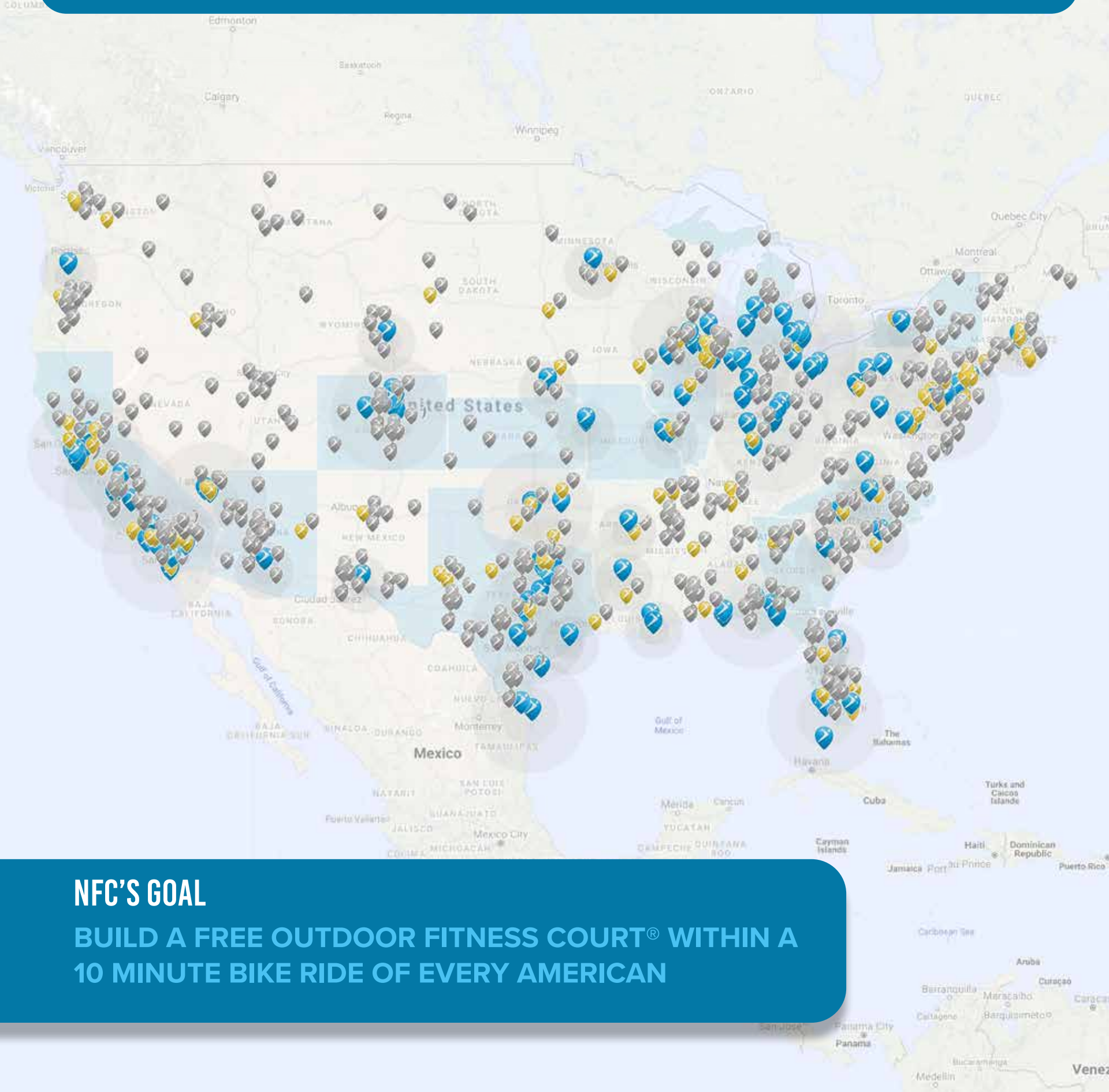
Campaign Overview

National Fitness Campaign



A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM

National Fitness Campaign Grows to 5000 Cities & Schools by 2030



NFC'S GOAL

BUILD A FREE OUTDOOR FITNESS COURT® WITHIN A 10 MINUTE BIKE RIDE OF EVERY AMERICAN

★ EST. 1979 ★

NATIONAL FITNESS CAMPAIGN

FITNESS COURT

AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

MAJOR HEALTHCARE PROVIDERS
MUNICIPALITIES • SCHOOLS
INDUSTRY AFFILIATES • CORPORATIONS & LOCAL SPONSORS



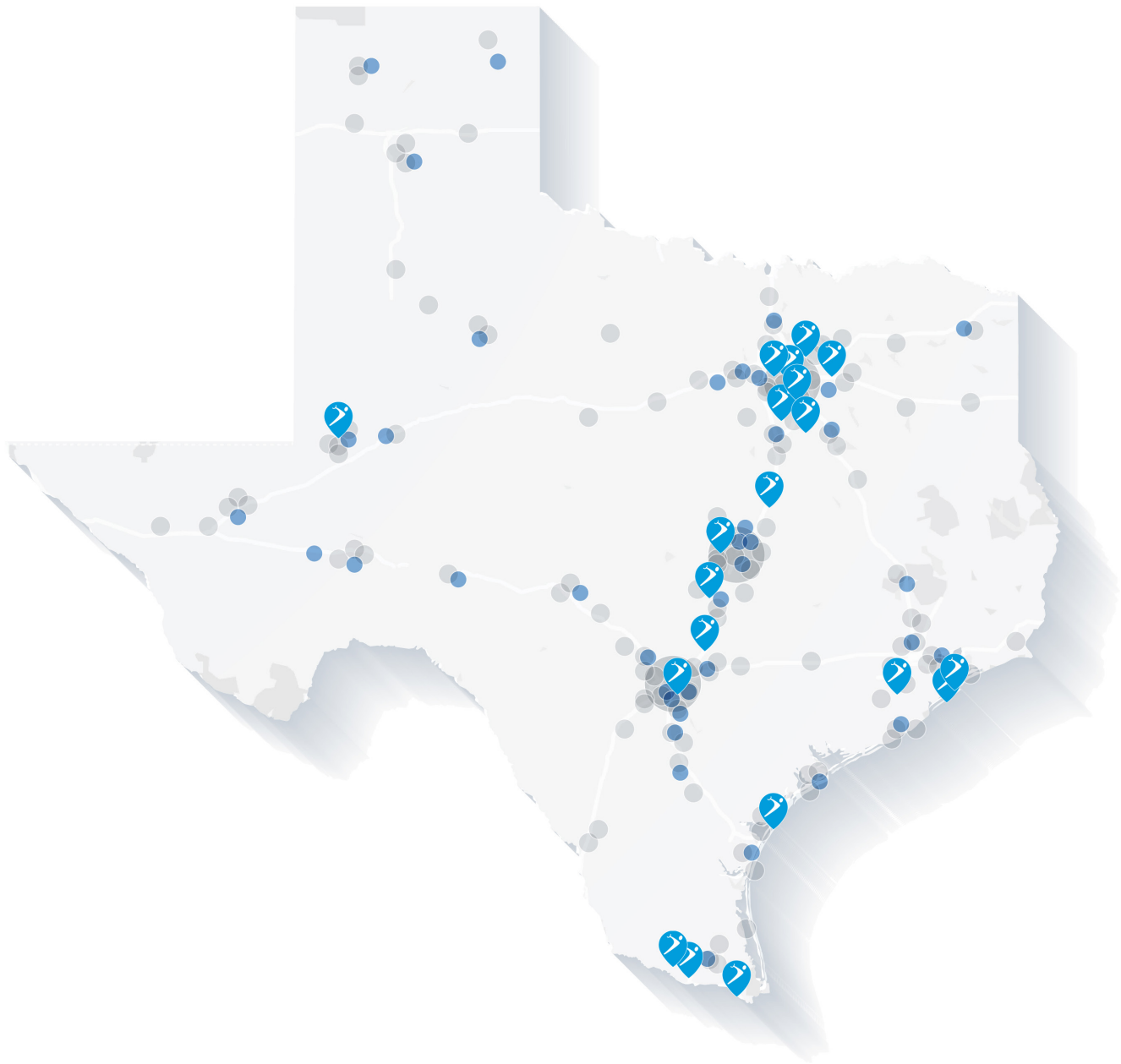
2023 TEXAS CAMPAIGN

PRESENTED BY



Strategic Plan Adopted for Health Impact Across State

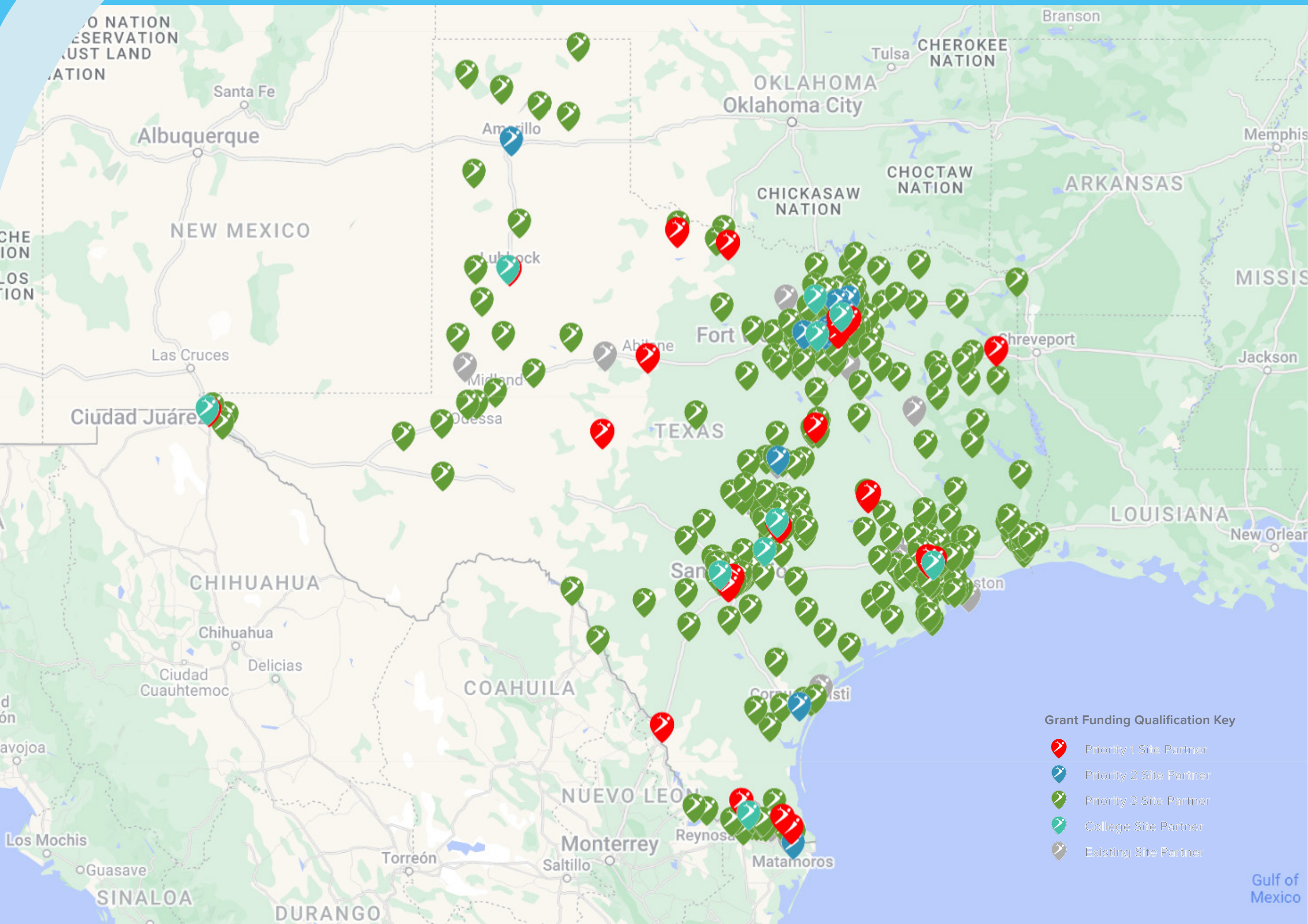
Limited funding for 20 communities in 2023



\$1,000,000 in Funding Now Available
for Qualified Site Partners

2030 Texas Health Impact Plan

Version 1.1 Adopted Oct 2022



2030 Texas State Health Impact Plan

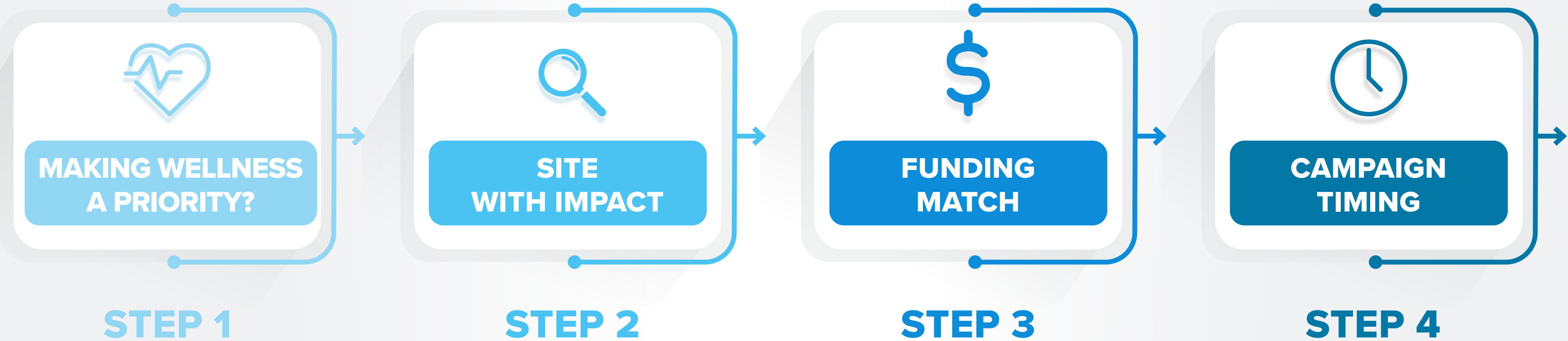
In coordination with a statewide analysis of pedestrian infrastructure, communities and open space, and a public health needs assessment, NFC and BCBSTX have adopted a 2030 Partnership Master Plan to build healthy communities across the state of Texas.

- 200 Site partners coming to Texas by 2030
- Funding for first 50 site partners being distributed by 2025
- Multi-year grant funding and partnership applications now available for all qualification tiers
- All municipalities and schools identified are now being encouraged to qualify their community for partnership and funding



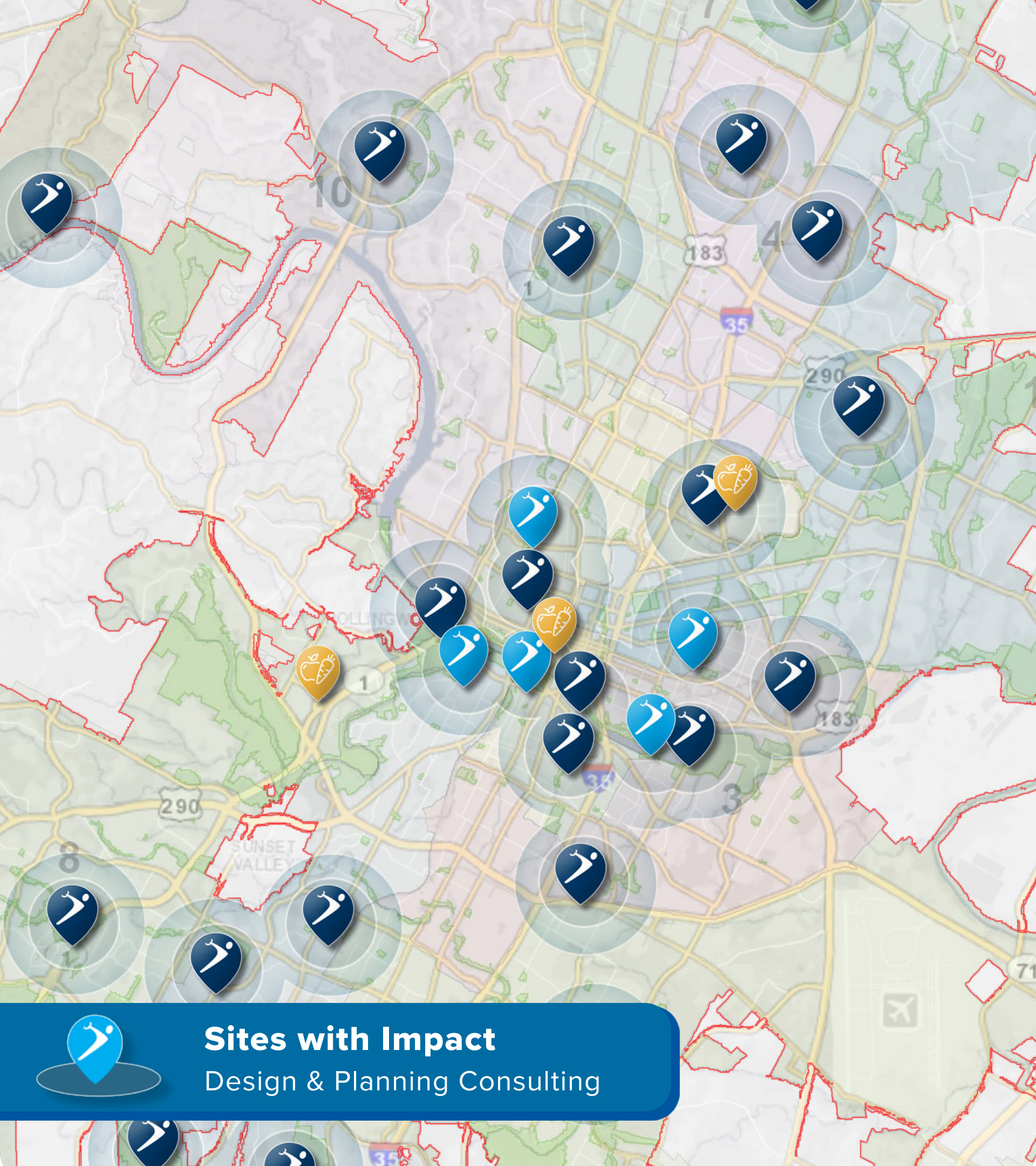
NFC Grant Requirements

Program Qualification



NFC GRANT PROGRAM QUALIFICATION REQUIREMENTS





STEP 2

Qualify site locations for Funding

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



Sites with Impact

Design & Planning Consulting

2023 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$ 155,000

NFC & Blue Cross Blue Shield of Texas Grant Funding Award (Variable Grants Available)

 (\$30,000-\$50,000)
\$30,000 FOR AREAS OUTSIDE OF STATE SPONSOR REGION

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000



Featured Artist
\$50,000

OPTIONAL

NFC PROGRAM TOTAL

\$ 105,000-125,000

CONCRETE SLAB

Can be performed in-house or in-kind

est. \$ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner (separate agreement)

\$ 25,000
With Prevailing Wage Rates: \$27,000

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE

\$ 25,000-47,000

STEP 3



AWARDEE TOTAL
REMAINING
FUNDING
REQUIREMENT

PROGRAM + INSTALLATION

\$130,000-
\$170,000
Includes standard art collection

Alternate Funding Pathways

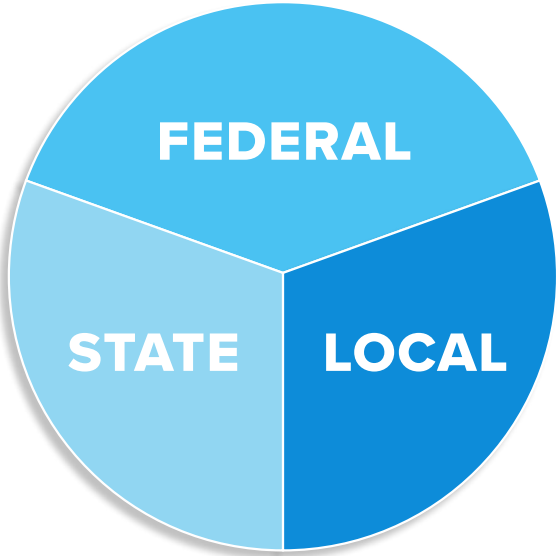
Federal | State | Local | Regional



ALTERNATE FUNDING PATHWAYS

NFC CONSULTATIVE SUPPORT

FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



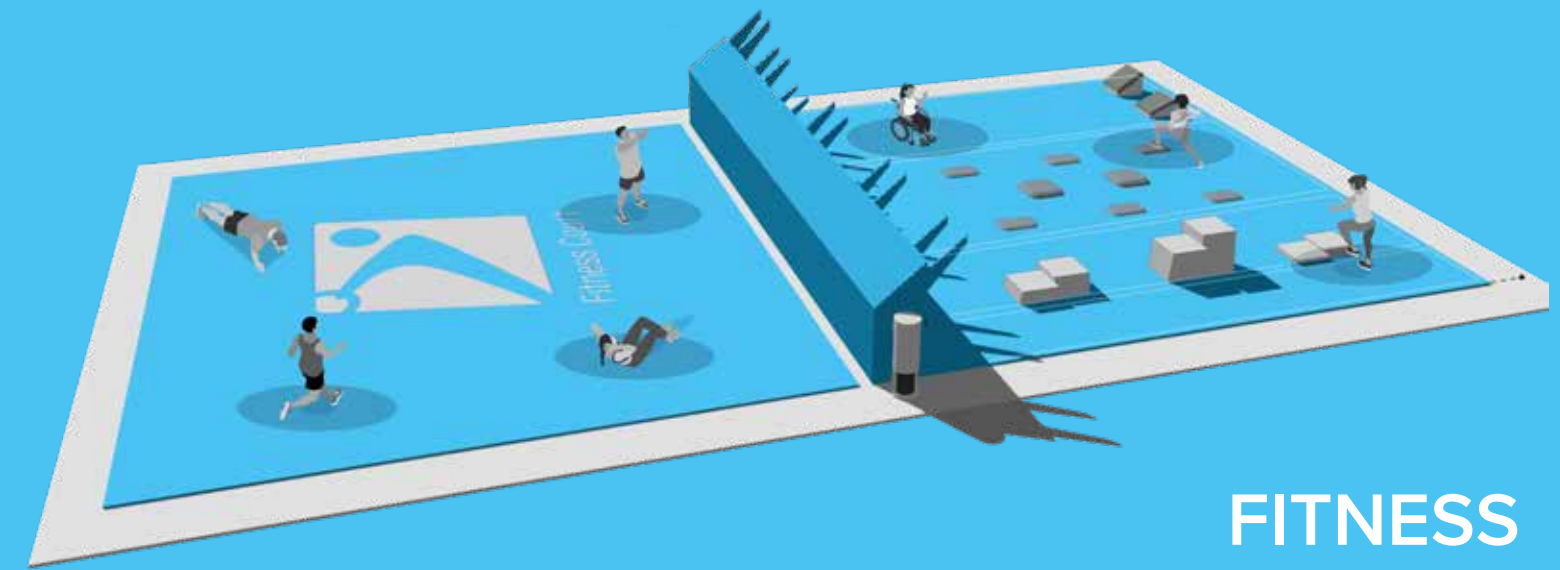
LOCAL AND REGIONAL SPONSORS





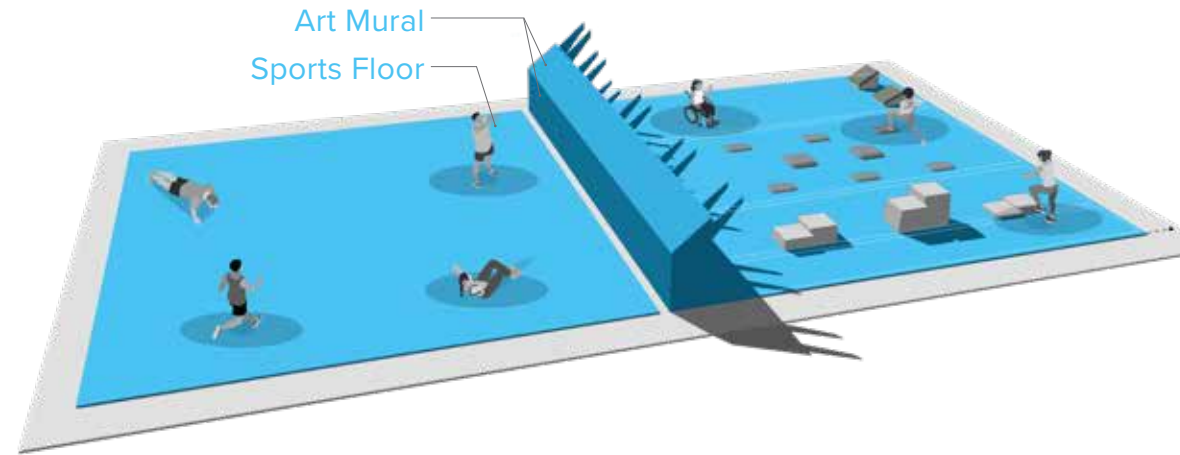
Fitness Court® Studio

Launching Nationwide 2023



FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH





- World's first integrated outdoor gym experience with two programmable class rooms
- Over **2,000 square feet** of wellness infrastructure
- Includes **edge to edge art mural as studio** classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

ADDITIONAL FUNDING REQUIRED

\$35,000

***Limited Fitness Court Studio® programs available in each state in 2023*

INSTALLATION

Typically coordinated with Fitness Court Installation Partner (separate agreement)

est. \$7,500

CONCRETE SLAB ADDITION

Can be performed in-house or in-kind

est. \$0-20,000

ESTIMATE TOTAL WITH INSTALL

\$42,500-62,500



2023 GRANT APPLICATION PERIOD NOW OPEN



Campaign seeking qualified applicants able to meet the 2023 time frame for adoption and local funding match.



Partnership Qualification Process Campaign Overview

STEP 4

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

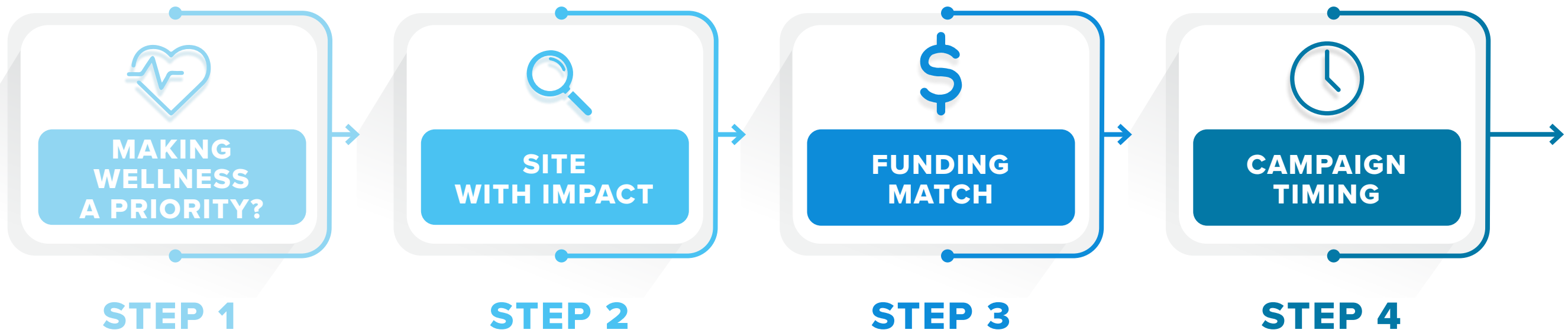
LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony

FITNESS COURT OPEN!

Discussion - Q&A

National Fitness Campaign



SCHEDULE
EVALUATION
CALL

NEXT STEP





INVOICE

Marshall, TX
401 S. Alamo
MARSHALL TX 75670
US

Invoice Date
Nov 28, 2023

Invoice Number
INV-1349

Reference
Marshall, TX - PO#6362

National Fitness Campaign
PO Box 2367
SAN FRANCISCO CA
94126
USA
Wire Instructions
Pay to: National Fitness
Campaign, LP
Bank: Bank of America
Routing: 026009593
Account Number:
007474141203

Description	Quantity	Unit Price	Tax	Amount USD
2023 - Fitness Court® and National Campaign Resources (Shipping Included)	1.00	155,000.00	Tax Exempt	155,000.00
NFC State Sponsor Grant - 40K	1.00	(40,000.00)	Tax Exempt	(40,000.00)
			Subtotal	115,000.00
			TOTAL TAX	0.00
			TOTAL USD	115,000.00

Due Date: Dec 28, 2023

1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.



PAYMENT ADVICE

To: National Fitness Campaign
PO Box 2367
SAN FRANCISCO CA 94126
USA
Wire Instructions
Pay to: National Fitness Campaign, LP
Bank: Bank of America
Routing: 026009593
Account Number: 007474141203

Registered Office: PO Box 2367, San Francisco, CA, 94126, USA.

Customer	Marshall, TX
Invoice Number	INV-1349
Amount Due	115,000.00
Due Date	Dec 28, 2023
Amount Enclosed	Enter the amount you are paying above



TO: City Council
DATE: December 14, 2023
ITEM #: 9.D
SUBJECT: Consider approval of a contract with the hospital for property next to city park. (Support Services)

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

Attachments: 1. City of Marshall Lease-CGSMC

LEASE AGREEMENT

BETWEEN

**City of Marshall, Texas
a municipal corporation**

AS TENANT

AND

**Harrison County Hospital Association
a Non Profit Corporation**

AS LANDLORD

**Property: 0.771 acre tract located in Harrison County, Texas and being a part of the Peter
Whetstone Survey and part of Block 4 of the Pope Addition**

BASIC LEASE INFORMATION

Lease Date: The date of the last of the parties to execute this Lease, as indicated on the signature page. If either party fails to insert the date of execution, Landlord may fill in such date.

Landlord Legal Name: Harrison County Hospital Association, a Non Profit Corporation (“**Landlord**”)

Tenant Legal Name: City of Marshall, Texas, a municipal corporation (“**Tenant**”)

Premises: That certain parcel of land located in the city of Marshall, Harrison County, Texas, as described on Exhibit A.

Term: Commences on the Commencement Date and ends on the last day of the 12th full calendar month thereafter unless renewed or terminated in accordance with the terms of the Lease. As used herein, the term “**Lease Month**” shall mean each calendar month during the Term. If the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Month, including for purposes of determining the duration of the Term and the monthly Basic Rent rate applicable for such partial month.

Termination: Either party may terminate the Lease for no cause by providing the other party with at least thirty (30) days written notice.

Commencement Date: October 1, 2023

Renewal Option(s): Tenant may extend the Term in accordance with the terms of the Lease (each a “**Renewal Term**”)

Basic Rent: In exchange for facilitating and fostering economic growth and community development, Tenant shall pay Basic Rent to Landlord in the amount of \$10.00 per year during the Lease Term which shall be prorated for any partial period.

Maintenance: The party indicated below shall be responsible for maintaining (in the same or better condition and repair as such item was in as of the Commencement Date) the applicable item, at its sole cost and expense during the Term. If no box is checked, Tenant will be deemed responsible for maintenance of such item.

Item	Tenant	Landlord	N/A
Heating, ventilation and refrigerated air conditioning equipment and systems	☐	☐	☒
Fire sprinkler and other life-safety systems	☐	☐	☒
Elevators and elevator shafts	☐	☐	☒
Exterior walls	☐	☐	☒
Roof and roof membrane	☐	☐	☒
Structural columns, beams and walls	☐	☐	☒
Alterations, improvements, cabling and wiring, plumbing, electrical systems and equipment, foundation and any other item, structural or non-structural, installed by or on behalf of Tenant	☒	☐	☐
Flooring and floor covering	☐	☐	☒
Interior doors	☐	☐	☒
Windows	☐	☐	☒
Non-loadbearing walls	☐	☐	☒
Toilets, sinks, faucets and other lavatory facilities	☐	☐	☒
Retaining walls	☒	☐	☐
Landscaping	☒	☐	☐
Parking lots and driveways	☒	☐	☐
Other non-structural elements of the Improvements	☒	☐	☐

Notwithstanding the foregoing, Tenant shall reimburse Landlord for operating, and maintenance expenses, if any, incurred by Landlord during the Term. Landlord shall be responsible for payment of property tax and Tenant shall be responsible for all taxes assessed against any personal property items installed by or on behalf of Tenant.

Services:

Tenant shall maintain the Premises and shall keep it free from waste and nuisance of any kind.

Tenant Improvements: Tenant shall make certain improvements to the Premises in accordance with specifications and drawings to be provided by Tenant for advanced approval by Landlord.

Rent Payment Address: CHRISTUS Health
P.O. Box 844884
Dallas, Texas 75284

Permitted Use: Use for the provision of walking path with fitness equipment and for no other purpose.

Broker NONE

Tenant's Address: 401 South Alamo
Marshall, Texas 75670

Landlord's Address: CHRISTUS Health
5101 N. O'Connor Blvd.
Irving, Texas 75039
Attention: Law Department, Real Estate Counsel
Email: greg.mcconnell@christushealth.org
lisa.oberthier@christushealth.org

With a copy to: 811 S Washington
Marshall, Texas
Attention: Administrator

And: CHRISTUS Health
5101 N. O'Connor Blvd
Irving, Texas 75039
Attention: CBRE Lease Administration
Email: CHRISTUSLeaseAdministration@CBRE.com

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into between Landlord and Tenant as of the Lease Date.

1. **DEFINITIONS AND BASIC PROVISIONS.** The definitions and provisions set forth in the Basic Lease Information (the “**Basic Lease Information**”) section of this Lease are incorporated herein by reference for all purposes, and capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Basic Lease Information. Additionally, the following terms shall have the following meanings if and when used in this Lease:

(a) **Environmental Law:** any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Premises.

(b) **Hazardous Material:** (1) any material or substance that is defined or listed as a “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous waste”, or “hazardous substance” or considered a waste, condition of pollution, or nuisance under Environmental Laws; (2) petroleum or a petroleum product or fraction thereof; (3) asbestos; and/or (4) substances known by the State where the Premises are located to cause cancer and/or reproductive toxicity.

(c) **Laws:** federal, state, and local laws, ordinances, rules, and regulations, court orders, governmental directives/orders, and all interpretations of the foregoing, and all restrictive covenants affecting this Lease or the Premises.

(d) **Rent:** all sums required to be paid by Tenant to Landlord under this Lease, including Basic Rent.

(e) **Tenant Party:** any of the following: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any respective agents, contractors, employees, licensees, guests, and invitees of any of the foregoing.

2. DEMISE.

(a) **Agreement to Lease.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, on the terms and conditions set forth in this Lease. Tenant accepts the Premises “AS IS, WHERE IS” and subject to all existing liens, encumbrances, conditions, charges, covenants, easements, restrictions, and other matters of record and to such matters as may be disclosed by inspection or survey.

(b) **Disclaimer of Representations.** LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT NEITHER LANDLORD, NOR ANY OF ITS OFFICERS, PARTNERS, AGENTS, EMPLOYEES OR REPRESENTATIVES, MAKES OR HAS MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR ANY PORTION THEREOF, THE PREMISES’ PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR USE, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR

REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PREMISES OR ANY PORTION THEREOF, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, AND THAT TENANT HAS INSPECTED THE PREMISES AND HEREBY LEASES THE PREMISES “AS IS, WHERE IS.”

3. **RENEWAL OPTIONS.** Provided Tenant is not in default under this Lease beyond any applicable notice and cure period, this Lease shall renew for consecutive one (1) year terms unless terminated by either party in accordance with such terms stated herein.

4. **RENT; UTILITIES; TAXES.**

(a) **Rent.** Tenant shall timely pay to Landlord, at the Rent Payment Address or at such other location as Landlord may designate, all Rent specified herein, without notice, demand, deduction, or set off. Rent shall be payable monthly in advance. The first monthly installment of Rent shall be payable on the Commencement Date; thereafter, Basic Rent shall be payable on the first day of each calendar month of the Term. In the event the Commencement Date is on a date other than the first or last day of the month the applicable Rent shall be prorated. Landlord may, at its discretion, charge a monthly fee of \$25.00 on any late payment of Rent that is more than 10 days past due.

(b) **Utility Charges.** If applicable, Tenant shall pay or cause to be paid promptly when due all charges for water, electricity, gas, telephone, sanitary sewer, trash collection, garbage collection, or any other utility services furnished to the Premises or the Building during the Term. Tenant shall contract with the applicable service providers directly. Tenant, expressly agrees that Landlord is not, nor shall it be, required to furnish to Tenant or any other occupant of the Premises or the Building, any water, sewer, gas, heat, electricity, light, power or any other facilities, equipment, labor, materials, or services of any kind whatsoever, and Landlord shall have no liability to Tenant, nor shall Tenant be entitled to any abatement of Rent, arising out of any interruptions in the availability of such services.

(c) **Taxes.** Landlord is a tax exempt non-profit entity. In the event Tenant’s use of the Premises causes any real property taxes to be levied upon or assessed against the Premises (“Real Estate Taxes”), Tenant shall be solely responsible for payment of such Real Estate Taxes. Additionally, Tenant shall pay before delinquent, all real estate taxes which may be levied upon or assessed against the personal property of Tenant situated on the Premises, to the extent applicable to the Term.

5. **USE.**

(a) **Permitted Use; Prohibited Services; Quiet Enjoyment.** Tenant shall use the Premises only for the Permitted Use and shall comply with all Laws relating to such use and/or its occupancy of the Premises. Tenant may not use the Premises to provide any Prohibited Services. Provided Tenant has performed all of its obligations hereunder, Tenant shall hold the Premises for the Term without hindrance thereto from Landlord.

(b) **Ethical and Religious Directives.** Tenant shall not allow the Premises to be used for the performance of any activity which contravenes the doctrinal and moral tradition of the Roman Catholic Church as expressed in the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the National Conference of Catholic Bishops (as the same may be hereafter amended, supplemented, replaced or otherwise modified, the “Directives”), the form of which existing as of the date of this Lease is found at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf>. The foregoing link is for convenience only, and Tenant shall not be relieved of any obligations hereunder merely because the link fails to work or is out of date.

(c) **Insurance Rates.** If, because of a Tenant Party's acts (other than the use of the Premises for the Permitted Use), the rate of insurance on the Building or its contents increases, then Tenant shall be responsible for the cost of such increase.

(d) **Laws and Regulations.** Tenant shall not violate any Laws applicable to Tenant's use or operation of the Premises. If required by any governmental authority by reason of Tenant's use of the Premises or any modifications or alterations made to the Premises during the Term, Tenant shall make such repairs, improvements, and alterations required by the governmental authority, provided any such repairs, improvements, or alterations are completed in conformity with the terms of this Lease.

(e) **Operations.** Tenant shall operate and manage the Premises in a competent and efficient manner at least equal to the standards of operation and management for similar buildings of similar age and character in the city/ town/ village and state where the Premises are located.

(f) **No Encumbrances.** Tenant shall not enter into any agreements; restrictive covenants; or access, parking, or utility easements affecting the Premises without Landlord's prior, written consent.

(g) **Environmental Compliance.** Tenant shall not generate, store or dispose of any Hazardous Materials in, on or about the Premises. Tenant shall not engage in any activity on or about the Premises that violates any Environmental Law, and shall promptly at Tenant's sole cost and expense, take all investigatory and/or remedial action ordered or required by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any Hazardous Material created, caused directly or indirectly or materially contributed to by Tenant. Tenant shall provide prompt written notice to Landlord whenever Tenant learns of the existence of Hazardous Materials on the Premises that are in violation of the Environmental Laws and whenever any notices of violation of the Environmental Laws are received by Tenant. TENANT SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY TENANT AND REASONABLY APPROVED BY LANDLORD) AND HOLD HARMLESS LANDLORD AND ITS RESPECTIVE MEMBERS, OWNERS, NOMINEES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES AND PARENT COMPANIES (IF ANY) (COLLECTIVELY, THE "LANDLORD INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION THE COST OF ANY REMEDIATION, FINES OR PENALTIES ARISING FROM ANY AND ALL CLAIMS, DEMANDS, LITIGATION, OR GOVERNMENTAL ACTION INVOLVING ANY HAZARDOUS SUBSTANCES ORIGINATING ON THE PREMISES FROM AND AFTER THE EXECUTION OF THIS LEASE.

6. ALTERATIONS; MAINTENANCE.

(a) **Improvements; Alterations.** Tenant shall not make any improvements or alterations to the Premises without obtaining Landlord's prior written consent. All permitted alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all Laws; and Landlord's consent to or approval thereof shall not constitute a representation or warranty by Landlord that the same comply with sound architectural and/or engineering practices or with applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance. Any alterations shall remain as a part of the Premises at the expiration of the Term.

(b) **Maintenance.** The parties' respective maintenance obligations are set forth in the Basic Lease Terms; provided, however, notwithstanding anything therein to the contrary, Tenant shall be responsible (at its sole cost and expense) for repairing or replacing any damage to the Premises of the contents thereof caused by a Tenant Party. Tenant shall, as soon as reasonably practicable, notify Landlord

of the necessity for any repairs or maintenance known to Tenant. Tenant shall not cause any waste or damage to any portion of the Premises.

7. **LANDLORD'S LIABILITY.** The liability of Landlord (and its partners, shareholders, or members, as applicable) to Tenant (or any person or entity claiming by, through, or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be recoverable only from the interest of Landlord in the Premises and Landlord (and its partners, shareholders, or members) shall not be personally liable for any deficiency. **ADDITIONALLY, TENANT HEREBY WAIVES ANY AND ALL RIGHTS TO STATUTORY AND COMMON LAW LIENS AGAINST THE PREMISES OR LANDLORD'S PROPERTY.** The provisions of this paragraph shall survive any expiration or termination of this Lease.

8. **INSURANCE; WAIVER OF SUBROGATION; INDEMNITY.**

(a) **Insurance Types and Limits.** During the Term, Tenant shall obtain and maintain in effect the following insurance policies:

(1) Commercial general liability insurance in amounts of \$200,000 per occurrence with \$600,000 general aggregate, insuring Tenant, against all liability for injury to or death of a person or persons or damage to property arising from Tenant's use or occupancy of the Premises. The certificate of insurance evidencing the Commercial General Liability form of policy shall specify all endorsements required herein.

(2) All-risk property insurance covering the full replacement cost of all equipment and personal property in the Premises; and

(3) Automobile liability insurance with coverage for all owned and/or hired vehicles of Tenant with combined limits of not less than \$1,000,000 per each accident for bodily injury or property damage.

(b) **No Subrogation.** Landlord and Tenant hereby waive all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party may now or hereafter have by subrogation or otherwise against the other party or against any of the other party's officers, directors, shareholders, partners or employees for any loss or damage that may occur to the Building or Common Areas, or any of the contents thereof, by reason of fire or other casualty, or by reason of any other cause except gross negligence or willful misconduct (THUS INCLUDING SIMPLE NEGLIGENCE OF THE PARTIES HERETO OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS OR EMPLOYEES), that is insured against under the terms of either party's insurance policies, or that would be insured if Tenant were carrying the insurance required hereunder; provided, however, that the waiver set forth in this paragraph shall (i) be ineffective against any insurer of Landlord or Tenant to the extent that the waiver is prohibited by applicable Laws or would invalidate any insurance coverage of Landlord or Tenant and (ii) not apply to any deductibles on insurance policies carried by Landlord or Tenant. Landlord shall not be required to cause its third-party insurer to endorse on any insurance policy, a waiver of the right of subrogation. To the extent of a conflict between the terms in this paragraph and any other terms in this Lease, the terms in this paragraph shall control.

(c) **Failure to Carry Insurance.** In the event that Tenant fails to maintain or procure during the Term of this Lease the insurance required hereunder, or fails to carry any insurance required by Law, Landlord may, but shall not be obligated to, at any time and from time to time, procure such insurance and pay the premiums thereon, in which event Tenant shall, immediately upon demand by Landlord for

payment thereof, repay to Landlord all sums so paid by Landlord together with interest thereon at the Default Rate, from the date Landlord makes payment to the date of Tenant's reimbursement.

(d) **Indemnity.** SUBJECT TO THE MUTUAL WAIVER OF SUBROGATION ABOVE, TENANT SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD, AND HOLD THE LANDLORD INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM A TENANT PARTY'S USE OF THE PREMISES OR FROM THE CONDUCT OF TENANT'S BUSINESS OR FROM ANY ACTIVITY, WORK OR THINGS THAT MAY BE PERMITTED OR SUFFERED BY A TENANT PARTY IN OR ABOUT THE PREMISES, AND SHALL FURTHER INDEMNIFY, DEFEND WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD, AND HOLD THE LANDLORD INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, AND EXPENSES ARISING FROM AN EVENT OF DEFAULT, TENANT'S BREACH OF THIS LEASE OR ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY TENANT PARTY, AND FROM ANY AND ALL COSTS, REASONABLE ATTORNEYS' FEES, EXPENSES AND LIABILITIES INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON. TENANT HEREBY ASSUMES ALL RISK OF DAMAGE TO PREMISES OR INJURY TO PERSONS IN OR ABOUT THE PREMISES FROM ANY CAUSE, AND TENANT HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST THE LANDLORD INDEMNIFIED PARTIES, EXCEPTING WHERE SAID DAMAGE ARISES SOLELY OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT A LANDLORD INDEMNIFIED PARTY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

9. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the right to enter upon the Premises at all reasonable hours to provide the services and maintenance required of Landlord pursuant hereto and to inspect the Premises to ensure Tenant's compliance with this Lease.

10. **ASSIGNMENT/SUBLETTING.**

(a) **Tenant Assignment/Subletting.** Tenant shall not, without the prior written consent of Landlord (which may be withheld in Landlord's sole and absolute discretion), (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) permit any other person or entity to become Tenant hereunder, directly or indirectly, whether by merger, consolidation, other reorganization, or otherwise, (3) sublet any portion of the Premises, (4) permit the use of the Premises by any person or parties other than Tenant (5) cause or permit a change in control of Tenant, (any of the events listed in (1) through (5) above being a "**Transfer**").

(b) **Landlord Assignment.** Landlord may assign and/or convey its interest in this Lease or its interest in the Premises, without the consent of Tenant. At the time of such assignment or conveyance, Landlord shall provide written notice of such action to Tenant. Landlord shall be released from liability for performance of Landlord's obligation under this Lease accruing from and after the date of Landlord's assignment, so long as the assignee expressly assumes all of Landlord's obligations under this Lease from and after the date of Landlord's assignment.

(c) **Void Transfers.** Any assignment or subletting not permitted in accordance with the terms of this Lease shall be void and of no force or effect. Consent by Landlord to one or more assignments or sublettings shall not be deemed or construed as a consent to any other assignment or subletting and shall not alter the primary liability of Tenant under this Lease. No interest of Tenant in this Lease shall be assignable by operation of law, assignment for the benefit of creditors, voluntary or

involuntary bankruptcy or reorganization or otherwise, without the prior written consent of Landlord. Nothing hereunder shall be construed or interpreted to limit Landlord's right to assign its interest hereunder.

11. DEFAULTS.

(a) **Tenant Default.** Each of the following occurrences shall be an "**Event of Default**":

(1) **Default.** Tenant's failure to pay Rent within 30 days after Landlord has delivered written notice to Tenant that the same is due, provided that Tenant shall only be afforded such cure period once in any 12 month period, and thereafter, failure to pay Rent when due shall be an automatic Event of Default.

(2) **Insurance.** Tenant fails to maintain the insurance required under this Lease.

(3) **Defaults.** Tenant fails to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and such failure continues for a period of more than 30 days after Landlord has delivered to Tenant written notice thereof.

(b) **Remedies and Self-Help.** Upon the occurrence of any Event of Default, Landlord may:

(1) Pursue all rights and remedies afforded Landlord hereunder or by law or equity; and/or

(2) Continue this Lease in full force and effect and not terminate Tenant's right to possession of the Premises, in which event Landlord shall have the right to enforce all rights and remedies granted by this Lease or by law against Tenant, including, without limitation, the right to collect Rent when due and other sums payable under this Lease; and/or

(3) Terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord, and thereafter Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

Additionally, if Tenant fails to promptly perform any of its obligations under this Lease, Landlord may perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate.

(c) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(d) **Cumulative Remedies.** The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

12. **CONDEMNATION.**

(a) **Condemnation.** In case the whole or any part of the Premises shall be taken under the power of eminent domain ("**Condemnation**"), this Lease shall be terminated.

13. **SURRENDER OF PREMISES.** At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises in good order and repair, in a clean, safe, and operable condition, and in material compliance with all applicable Laws, reasonable wear and tear and damage from Condemnation excepted. The provisions of this paragraph shall survive the expiration or termination of the Term.

14. **HOLDING OVER.** IN THE EVENT OF HOLDING OVER, TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY OTHER PERSON (INCLUDING WITHOUT LIMITATION, ANY PURCHASER, POTENTIAL PURCHASER, LESSEE OR POTENTIAL LESSEE OF THE PREMISES) WITH RESPECT TO ANY RIGHT OR CLAIM SUCH PERSON MAY HAVE IN AND TO THE PREMISES AFTER THE EXPIRATION OF THE TERM OF THIS LEASE.

15. **MISCELLANEOUS.**

(a) **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delay or failure to perform due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, fire, earthquake, civil commotion, epidemic, pandemic, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of such party, provided that such party: (i) provides prompt written notice to the other party of the nature and extent of any such force majeure condition, and (ii) uses commercially reasonable efforts to overcome such condition.

(b) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be either (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, hand delivered by a reputable independent courier service providing proof of delivery, or sent by a nationally recognized overnight courier service, to the parties hereto at the address(es) therefor specified for each in the Basic Lease Information, or (2) sent by email transmission to the intended addressee at the email address therefor specified in the Basic Lease Information, followed by a confirmatory notice sent in another manner permitted hereunder. All notices sent by U.S. Mail shall be effective on the third business day following the deposit; all notices delivered by overnight courier service shall be effective on the first business day following deposit; and all other notices shall be effective upon delivery (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in advance in conformity with this provision.

(c) **Severability; Amendments; Interpretation; Counterparts; Governing Law; Attorneys' Fees; No Recording.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the

interpretation of this Lease or any exhibits or amendments hereto. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements, prior writings, and prior lease agreements relating thereto. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Lease shall be governed by and construed in accordance with the laws of the state where the Premises are located. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court. Tenant shall not record, or cause or permit to be recorded, this Lease without the prior written consent of Landlord.

(d) **Authority.** Each party (if a corporation, partnership, or other business entity) hereby represents and warrants to the other party that it is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that the party has full right and authority to execute and deliver this Lease, and that each person signing this Lease on behalf of such party is authorized to do so.

(e) **Waiver of Consequential Damages.** TENANT HEREBY WAIVES ANY CLAIMS ARISING IN CONNECTION WITH THIS LEASE OR TENANT'S USE OF THE PREMISES FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR ANY INJURIES, DAMAGES OR INCONVENIENCE TO, OR INTERFERENCE WITH, TENANT'S USE OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ANY LOSS OF RENTS OR OTHER REVENUES, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING.

(f) **Confidentiality.** Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone without Landlord's prior written consent; however, Tenant may disclose the terms and conditions of this Lease if required by Law or court order, and to its attorneys, accountants, and employees, on a need to know basis, and provided such parties are advised by Tenant of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure).

(g) This Lease shall replace and supersede the Surface Use Lease between the parties executed on or about June 8, 2007.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the Lease Date.

LANDLORD:

Harrison County Hospital Association a Non-Profit Corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

City of Marshall, Texas a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

All that certain lot, tract or parcel of Land being 0.771 Acres and a part of the Peter Whetstone Survey and part of Block 4, Pope Addition to the City of Marshall, Harrison County, Texas, and being part of a tract of land which was conveyed to the City of Marshall, recorded in Volume 221, pg. 139, Harrison County Deed Records and being more fully described as follows:

BEGINNING at an iron pipe found at the back of curb and at the NE corner of a tract of land conveyed to Harrison County Hospital Association recorded in Volume 1369, Page 353, of said Deed Records and also being at the Southeast corner of a 1.584 Acre Tract of land described in a deed recorded in Volume 752, Page 277 of said Deed Records.

THENCE in a Southeasterly Direction along said back of curb, a curve to the right having a radius of 50.0 feet, 23.29 feet. (Chord: South 28° 51'32", East 23.08 feet) to a point at said back of curb and on the East line of Block 4 from which for reference an iron pipe was found at the South East corner of said Harrison County Association tract and bears South 24° 11'58" West 33.26'

THENCE North 24° 11'58" East, 14.03' along the East line of Block 4 to a point on the West right-of-way of Valleloma Street.

THENCE North 2° 20'59" East – 312.20' along said right-of-way to point on same at the point of curvature of a curve;

THENCE in A Northwesterly direction, along said curve to the left, having a radius of 16.01', 25.16' (Chord: North 42°39' 01" West 22.65') to a point at the point of curvature of a curve;

THENCE in a Southwesterly direction, along said curve to the left having a radius of 67.51', 39.16' (Chord: South 75° 43'59" West 38.61') to a point of Tangency of said curve;

THENCE South 59° 06'59" West 77.75' to a point;

THENCE South 80° 09'35" West 88.80' to a point at the back of a concrete curb and on the North line of said 1.584 acre tract;

THENCE in a Southeasterly direction along said back of curb and along a curve to the right having a radius of 60.33' 57.83' (Chord: South 72° 23'25" East 55.64') to the point of Tangency of said curve;

THENCE South 53° 44'25" East 25.50' to a point;

THENCE South 48° 11'04" East 13.33 feet to the place of beginning and containing 0.771 acres of land.



TO: City Council
DATE: December 14, 2023
ITEM #: 9.E
SUBJECT: Approve financing contract for the Water Meter replacement project with Performance Services Inc. (Finance)

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: December 14, 2023
ITEM #: 9.F
SUBJECT: Approve Installation Contract with Performance Services Inc. for water meter replacement project. (Finance)

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

Attachments: None