

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



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

PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
May 23, 2024
6:00 PM

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

A. Presentation of the Employee of the Month - May. (Human Resources)

4. Citizen Comments

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

5. Items to be Withdrawn From Consent Agenda

6. Consent Agenda

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

- A. Consider approval of the minutes from the May 9, 2024 Regular Council meeting and the May 13, 2024 Special-Called Council meeting. (City Secretary)
- B. Consider approval of the 2024 Drought Contingency Plan. (Public Works)
- C. Consider approval of an extension to a contract for the supply of fuel for the City of Marshall. (Support Services)
- D. Consider rejection of the litter control bid. (Support Services)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Public Hearing

- A. Conduct a public hearing and consider approval of a resolution adopting an amended and restated City of Marshall Policy Statement for Tax Abatement pursuant to Chapter 312 of the Texas Tax Code. (Economic Development & Strategic Initiatives)

9. City Manager Reports and Requests for City Council Consideration

- A. Consider approval of contracts for construction at various City parks. (Parks & Recreation)
- B. Consider approval of complete design, surveying, bidding, and construction management of I369 Utility Relocations. (Public Works)

10. Adjournment

Posted: May 20, 2024

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: May 23, 2024
ITEM #: 3.A
SUBJECT: Presentation of the Employee of the Month - May.
(Human Resources)

Recommendation for Action:

Executive Summary:

The Employee Engagement Committee is a dedicated assembly of employees who have voluntarily united with the common goal of orchestrating and executing activities aimed at engaging and motivating their fellow colleagues. Their primary mission is to cultivate a positive and productive workplace culture while actively enhancing the employer-employee relationship. Among the initiatives employed is the recognition of outstanding contributions through the Employee of the Month program. The committee diligently reviews nominations, carefully deliberates, and collectively decides on the deserving individual to receive this esteemed acknowledgment.

Budget Cost:

Staff Contact: Christol Hall, HR Director

Attachments: None



TO: City Council
DATE: May 23, 2024
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the May 9, 2024 Regular Council meeting and the May 13, 2024 Special-Called Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the May 9, 2024 Regular Council meeting and the May 13, 2024 Special-Called Council meeting.

Executive Summary: Minutes from the Regular meeting held on May 9, 2024 and the May 13, 2024 Special-Called Council meeting.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments:

1. 5-9-24 minutes
2. 5-13-24 minutes

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903-935-4421



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

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

**May 9, 2024
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 06:02 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Marvin Bonner
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Micah Fenton

ADMINISTRATIVE STAFF PRESENT:

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

2. Invocation and Pledges

Mayor Ware

3. Presentation

- A. Presentation of plaques to outgoing City Council members. (Mayor)
Mayor Ware thanked Council-members Bonner and Truelove for their service and presented plaques in recognition of their commitment to the City of Marshall, Texas.

Councilmember Bonner thanked the City for allowing him to serve.

4. Oath of Office and Bond Approval

- A. Issue Oath of Office for Council members representing Districts 1, 2, 3, and 4. (City Attorney)
Scott Rectenwald, City Attorney, administered the Oath of Office for the Councilmembers representing Districts 1, 2, 3, and 4.
- B. Consider approval of bonds for Council members representing Districts 1, 2, 3, and 4. (City Secretary)
Scott Rectenwald asked for approval of new and renewed bonds for Councilmembers representing Districts 1, 2, 3, and 4.

Councilmember Abraham made a motion to approve bonds for Council members representing Districts 1, 2, 3, and 4. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

5. Executive Session

Councilmember Abraham made a motion to enter into the Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0. The time was 6:12 PM.

The Council reconvened from Executive Session at 6:20 PM.

- A. Pursuant to the Open Meetings Act, Texas Government Code, Section 551.074 (Personnel) – Discussion of Mayor, and Mayor Pro-Tem, for the City Council.

6. Election of Mayor and Mayor Pro-Tem

- A. Consider election of the Mayor for the City Council. (City Attorney)
Councilmember Godfrey nominated Councilmember Ware for the position of Mayor of the City Council. Councilmember Campbell seconded the nomination, which passed by a vote of 7:0.
- B. Consider election of the Mayor Pro-Tem for the City Council. (City Attorney)
Councilmember Godfrey nominated Councilmember Abraham for the position of Mayor Pro-Tem of the City Council. Councilmember Jordan-Anderson seconded the nomination, which passed by a vote of 7:0.

7. Presentations & Proclamations

- A. Presentation of a proclamation designating the week of May 12-18, 2024 as “Police Week” and May 15, 2024, as “Peace Officers Memorial Day” in Marshall, Texas. (Police Chief)
Cliff Carruth, Police Chief, provided the history of Police Week and Peace Officers Memorial Day. Cliff Carruth invited the public to attend the ceremony to be held on May 14, 2024 at 12:00 PM at Memorial City Hall.

Mayor Ware read a proclamation designating the week of May 12-18, 2024 as "Police Week" and May 15, 2024, as "Peace Officers Memorial Day" in Marshall, Texas.

- B. Presentation of a proclamation designating May 19-25, 2024 as "National Public Works Week" in the City of Marshall. (Public Works Director)
Eric Powell, Public Works Director, provided the history of Public Works Week.

Mayor Ware read a proclamation designating May 19-25, 2024 as "National Public Works Week" in the City of Marshall.

8. 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.

9. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

10. Consent Agenda

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

Councilmember Abraham made a motion to approve the Consent Agenda.

Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

- A. Consider approval of the minutes from the April 25, 2024 Regular Council meeting.
(City Secretary)
- B. Consider approval of awarding a contract for Lab Testing Services for Water and Wastewater Treatment. (Public Works Director)

11. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

12. City Manager Reports and Requests for City Council Consideration

- A. Presentation of an update regarding the Utility Relocation (Water\Sewer) connected to the I369 TxDOT project. (Public Works Director)
Eric Powell, Public Works Director, provided information regarding the Utility Relocation (Water/Sewer) connected to the I369 TxDOT project. Eric Powell stated area A will cost approximately \$7.1 million and is eligible for 100% reimbursement, areas B & C will

cost approximately \$10.6 million and is eligible for 36% reimbursement.

Justin Seale, TxDOT representative, provided information regarding the timeline of the I369 project.

Councilmember Godfrey made a motion to table this item to the next regular Council meeting. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

- B. Consider approval of a contract for repairs to the Marshall Police Department building. (Support Services Director)
- Randy Pritchard, Support Services Director, provided information from KSA regarding needed repairs to the Marshall Police Department Building. Randy Pritchard asked for approval of a contract with KSA for drawings and estimates to be created for the repairs needed to the Marshall Police Department building at a cost of approximately \$43,385.

Councilmember Godfrey made a motion to approve a contract for repairs to the Marshall Police Department building. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

13. Executive Session

Councilmember Fenton made a motion to enter into the Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0. The time was 7:16 PM.

The Council reconvened from Executive Session at 8:17 PM.

- A. An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above.
- B. An executive session pursuant to Section 551.087 of the Texas Government Code (Deliberation Regarding Economic Development Negotiations) (1) to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City and with which the City Council is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described above.
- C. An Executive Session pursuant to Texas Govt. Code Section 551.071. "Consultations with Attorney" to consult with the City Attorney in an executive session to seek his or her advice on legal matters concerning pending or contemplated litigation and upon a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter."

14. Action Item Following Executive Session

- A. Consider action as a result of the executive session discussion regarding economic development negotiations. (City Manager)
Councilmember Abraham made a motion to approve Rush Harris to negotiate the land project as discussed in the executive session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.
- B. Consider action as a result of the executive session discussion regarding economic development negotiations. (City Manager)
Councilmember Abraham made a motion to approve Rush Harris to expend up to \$100,000 for a health care project. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.
- C. Consider action as a result of the executive session discussion regarding legal matters concerning pending or contemplated litigation. (City Attorney)
Councilmember Abraham made a motion to give Scott Rectenwald discretion to approve or reject a mediators' proposal. Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

15. Adjournment

Councilmember Godfrey made a motion for adjournment. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

APPROVED:

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

ATTEST:

City Secretary

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



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

MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
May 13, 2024
3:00 PM

1. Call to Order and Roll Call

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 03:00 PM.

PRESENT:

Mayor and Council Members:

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

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager
Randy Pritchard, Support Services Director
Nikki Smith, City Secretary/Payroll Accountant
Scott Rectenwald, City Attorney

2. Citizen Comments

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

There were no citizen comments.

3. Canvass Election

A. Consider approval of an ordinance canvassing the results of the special election of a proposition on the question of the reauthorization of the local sales and use tax in the

City of Marshall at the rate of 1/8th of one percent to continue providing revenue for the maintenance and repair of municipal streets. (City Attorney)

Scott Rectenwald, City Attorney, asked for approval of an ordinance canvassing the results of the special election for a proposition on the question of the reauthorization of the local sales and use tax in the City of Marshall at the rate of 1/8th of one percent to continue providing revenue for the maintenance and repair of municipal streets.

Councilmember Abraham made a motion to approve an ordinance canvassing the results of the special election of a proposition on the question of the reauthorization of the local sales and use tax in the City of Marshall at the rate of 1/8th of one percent to continue providing revenue for the maintenance and repair of municipal streets. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

4. Adjournment

Councilmember Godfrey made a motion for adjournment. Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: May 23, 2024
ITEM #: 6.B
SUBJECT: Consider approval of the 2024 Drought Contingency Plan. (Public Works)

Recommendation for Action: Motion to accept the 2024 Drought Contingency Plan

Executive Summary: The City of Marshall understands that water conservation is a viable strategy for protecting water resources both now and in the future, and that adequate planning for times of drought or emergency is a necessary part of conservation. The purpose of this Drought Contingency Plan is to conserve available water supplies and minimize adverse impacts of water supply shortage or other water supply emergency conditions. This Plan will help ensure that the City of Marshall and its wholesale customers use water wisely and efficiently during periods of drought.

Budget Cost: \$0

Staff Contact: Eric Powell, PE\Cory Owen

Attachments: 1. Drought Contingency Plan 2024

CITY OF MARSHALL

DROUGHT CONTINGENCY PLAN

PREPARED BY:

CITY OF MARSHALL, TEXAS
WATER UTILITIES DEPARTMENT
APRIL 2024

DROUGHT CONTINGENCY PLAN TABLE OF CONTENTS

1. INTRODUCTION

- A. Objectives
- B. Coordination with Regional Water Planning Group

2. DROUGHT CONTINGENCY PLAN CONTENT

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- B. Provisions for Continuing Public Education and Information
- C. Initiation and Termination of Drought Response Stages
- D. Stage 1-Mild Water Shortage
- E. Stage 2-Moderate Water Shortage
- F. Stage 3-Severe Water Shortage
- G. Stage 4-System Emergency
- H. Notification of TCEQ on Mandatory Provisions
- I. Variance Procedures
- J. Enforcement
- K. Updates
- L. Definitions

3. DROUGHT CONTINGENCY PLAN FOR WHOLESALE SUPPLIERS

1. INTRODUCTION AND OBJECTIVES

A. OBJECTIVES

The City of Marshall understands that water conservation is a viable strategy for protecting water resources both now and in the future, and that adequate planning for times of drought or emergency is a necessary part of conservation. The purpose of this Drought Contingency Plan is to conserve available water supplies and minimize adverse impacts of water supply shortage or other water supply emergency conditions. This Plan will help ensure that the City of Marshall and its wholesale customers use water wisely and efficiently during periods of drought.

The City of Marshall will periodically provide customers with information about this Drought Contingency Plan, including information about the conditions under which each stage of this Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by submitting a copy of this Plan and any relevant amendments to wholesale water customers.

B. Coordination with Regional Planning Group

The service area for the City of Marshall is located within the Northeast Texas Regional Planning Group (NETRWPG), Region D Planning Group. A copy of the Drought Contingency Plan has been submitted to the NETRWPG.

2. DROUGHT CONTINGENCY PLAN MEASURES

A. Provisions to Inform the Public and Opportunity for Public Input

The City of Marshall will provide the public with information about the Drought Contingency Plan and an opportunity for input through a public hearing. This will include information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. The Plan will also be made available on the City of Marshall's website.

B. Provisions for Continuing Public Education and Information

The City of Marshall will inform and educate the public about the Drought Contingency Plan through public outreach to a wide variety of organizations, civic groups and schools. Information about the Drought Contingency Plan will also be available on the City of Marshall's website.

At any time the Drought Contingency Plan is activated, or the drought stage is changed or terminated, the City of Marshall will inform the public of same by newspaper, radio and television announcements and through the City's website. Wholesale customers will be notified by telephone with a follow up letter or fax.

C. Initiation and Termination of Drought Response Stages

All relevant components of the City of Marshall water system will be monitored to ensure a timely response to water situations. The Treatment Superintendent and Director of Public Works and Water Utilities will monitor treatment plant capacity and will coordinate with the Northeast Texas Municipal Water District to monitor the volume of surface supply available in the Lake O' the Pines. The City of Marshall purchases water from the Lake O' the Pines to supplement its existing water supply. If conditions approach a trigger level the Director of Public Works and Water Utilities may implement a drought response stage or water emergency and terminate a drought response stage when conditions for termination are met. Additionally, the Director of Public Works and Water Utilities may implement a drought response stage prior to reaching the specified triggers for such stage if circumstances warrant such action.

D. Stage 1 – Mild Water Shortage

The City of Marshall will consider that a Stage 1-Mild Water Shortage condition exists when either 1) the volume of surface supply in the Lake O' the Pines is less than 50% of capacity for three consecutive days and the City is exercising its right to have water released from the Lake O' the Pines pursuant to its water supply agreement with the Northeast Texas Municipal Water District or 2) when the water demand reaches 85% of the treatment plant capacity for three consecutive days.

Target Goal: A voluntary 10% reduction in daily water demand.

Termination: Stage 1 shall be rescinded when the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days.

Water Management Strategies:

- Inform public and wholesale customers, request voluntary conservation from all customers.
- Reduce flushing in the distribution system.
- Increase leak detection and repair efforts.

E. Stage 2 – Moderate Water Shortage

The City of Marshall will consider that a Stage 2-Moderate Water Shortage condition exists when either 1) the volume of surface supply in the Lake O' the Pines is less than 40% of capacity for three consecutive days and the City is exercising its right to have water released from the Lake O' the Pines pursuant to its water supply agreement with the Northeast Texas Municipal Water District or 2) when the water demand reaches 90% of the treatment plant capacity for three consecutive days.

Target Goal: 15% reduction in daily water demand.

Termination: Stage 2 shall be rescinded when the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days.

Water Management Strategies:

- Inform public, commercial, industrial and wholesale customers.
- Reduce non-essential water use.
- Terminate all, other than emergency, flushing in the distribution system.
- Enhance leak detection and repair.
- Cease providing potable water for construction use and road building.

F. Stage 3 – Severe Water Shortage

The City of Marshall will consider that a Stage 3-Severe Water Shortage condition exists when either 1) the volume of surface supply in the Lake O' the Pines is less than 25% of capacity for three consecutive days and the City is exercising its right to have water released from the Lake O' the Pines pursuant to its water supply agreement with the Northeast Texas Municipal Water District or 2) when the water demand reaches 95% of the treatment plant capacity for three consecutive days.

Target Goal: 20% reduction in daily water demand.

Termination: Stage 3 shall be rescinded when the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days.

Water Management Strategies:

- Accelerate information to public, commercial, industrial and wholesale customers.
- Inform local news media.
- Prohibit non-essential water use.
- Continue with Stage 2 strategies.
- Implement reduced landscape watering schedule.

G. Stage 4 – System Emergency

The City of Marshall will consider a Stage 4-System Emergency exists if the City's raw water sources have been contaminated, there has been a water main break, a power outage effects raw water delivery and/or treated water distribution or other emergency water conditions exist.

Termination: Stage 4 shall be rescinded when analysis of the source water indicates that the supply is safe to use, repairs to water mains have been made, power is restored or emergency conditions subside.

Water Management Strategies:

- Inform public, commercial, industrial and wholesale customers of system emergency.
- Inform local news media of system emergency.
- Ration water according to §11.039 of the Texas Water Code.
- Continue with Stage 3 strategies.

H. Notification of TCEQ on Mandatory Provisions

The City of Marshall will notify the TCEQ Executive Director within five business days if any mandatory provisions of the Drought Contingency Plan are implemented.

I. Variance Procedures

The Director of Public Works and Water Utilities may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the customer requesting such variance and if one or more of the following conditions are met:

- a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.*
- b) Alternative methods can be implemented which will achieve the same level of reduction in water use.*

Customers requesting an exemption from the provisions of this Plan shall file a petition for variance with the City of Marshall within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Director of Public Works and Water Utilities, and shall include the following:

- a) Name and address of the petitioner(s).*
- b) Purpose of water use.*
- c) Specific provision(s) of the Plan from which the petitioner is requesting relief.*
- d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.*
- e) Description of the relief requested.*
- f) Period of time for which the variance is sought.*

- g) *Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.*
- h) *Other pertinent information.*

Variances granted by the City of Marshall shall be subject to the following conditions, unless waived or modified:

- a) *Variances granted shall include a timetable for compliance.*
- b) *Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.*

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

J. Enforcement

The Drought Contingency Plan is implemented through the passage of an ordinance by the City Commission of the City of Marshall. This ordinance is attached to the Plan. The ordinance gives authority to the Director of Public Works and Water Utilities to begin immediate implementation if contingency measures when a trigger condition is reached.

K. Updates

The City of Marshall Drought Contingency Plan shall be reevaluated and updated every five years based on updated information, including the latest adopted NETRWPG Regional Water Plan.

L. Definitions

For the purposes of this Plan, the following definitions, taken from TCEQ guidance, shall apply

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by City of Marshall.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

3. DROUGHT CONTINGENCY PLAN FOR WHOLESALE AND INDUSTRIAL USERS

The wholesale and industrial water customers of the City of Marshall will follow the Drought Contingency Plan as written for the municipal users and will be notified of the Plan through a written notice.

ORDINANCE NO. O-19-08

AN ORDINANCE ADOPTING AN UPDATED DROUGHT CONTINGENCY PLAN FOR THE CITY OF MARSHALL TO PROMOTE EFFICIENT USE OF WATER AND ADEQUATELY MANAGE THE CITY'S WATER RESOURCES DURING TIMES OF WATER SHORTAGE, AND TO PROVIDE FOR PENALTIES FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE DROUGHT CONTINGENCY PLAN.

WHEREAS, the City of Marshall, Texas (the "City"), recognizes that the amount of water available to its water customers may be limited during times of drought or other emergency shortage of water; and

WHEREAS, the City acknowledges that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the City recognizes that during times of drought or other emergency shortage of water, it may become necessary to restrict and regulate the delivery and consumption of water in order to minimize adverse impacts to the City's water supplies, and

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt an updated Drought Contingency Plan every five years; and

WHEREAS, the City has determined that it is in the best interest of the public to adopt an updated Drought Contingency Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Commission of the City of Marshall desires to adopt that certain City of Marshall Drought Contingency Plan (the "Plan"), dated March 2019, as the official City policy for the conservation and preservation of water supplies.

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

Section 1. The City Commission hereby approves and adopts the Plan, attached hereto as Addendum A, as if recited verbatim herein. The City commits to implement the requirements and procedures set forth in the Plan.

Section 2. Any customer, defined pursuant to 30 Tex. Admin. Code Chapter 291, failing to comply with the provisions of the Plan shall be subject to a fine of up to two thousand dollars (\$2,000.00) and/or discontinuance of water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Plan is a separate violation. The City's authority to seek injunctive or other civil relief available under the law is not limited by this section.

Section 3. The City Commission does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves and confirms such written notice and the posting thereof.

Section 4. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 5. The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

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

ATTEST:

City Secretary



TO: City Council
DATE: May 23, 2024
ITEM #: 6.C
SUBJECT: Consider approval of an extension to a contract for the supply of fuel for the City of Marshall. (Support Services)

Recommendation for Action: Staff recommends agreeing to extend the contract extension request from Pete McCarty Oil Company.

Executive Summary: The City of Marshall entered into a contract with Pete McCarty Oil Company in May of 2023. The contract is to furnish 87 octane unleaded fuel and number 2 diesel fuel for \$0.10 above cost. We have reviewed other options for fuel costs that did not provide the savings currently proposed by the existing contract.

Budget Cost:

Staff Contact: Support Services Director, Randy Pritchard

Attachments:

1. Contract - 2023-FUEL-001
2. Contract Extension request

CITY OF MARSHALL, TEXAS
(Bid No. 2023-FUEL-001)

Contract and Agreement

This contract and agreement is entered into by and between the City of Marshall, Texas and Pete McCarty Oil Co., Inc. of Marshall, Texas.

I. Contracting Parties:

Receiving Party: **City of Marshall, Texas**

Performing Party: **Pete McCarty Oil Co., Inc.**

II. Statement of Services to be performed:

Furnish 87 octane unleaded fuel and Number 2 diesel fuel to the City of Marshall within the time period designated and for the price(s) stated by the bidder in their bid proposal for Bid No. 2023-FUEL-001 signed and dated on April 25, 2023. Bid No. 2023-FUEL-001, including the terms and conditions contained therein, is incorporated and made a part of this contract by reference as if fully set forth and copied at length.

III. Contract Amount:

Pete McCarty Oil, Co., Inc. of Marshall, Texas agrees to furnish approximately 120,000 gallons of 87 octane unleaded fuel and approximately 100,000 gallons of Number 2 diesel fuel to the City of Marshall for a profit margin of **\$0.10/per gallon**.

IV. Payment for Goods or Services:

The Receiving Party shall pay the Performing Party for goods or services within thirty (30) days from receipt of properly submitted itemized bill(s) signed by authorized City employees.

V. Term of Contract:

Initial Period of Contract: This contract is to begin on **June 1, 2023** and end on **May 31, 2024**.

The contract may be renewed for second and third annual period provided both parties agree to such extension in writing no less than sixty (60) days prior to the end of each annual period. Contract renewals are subject to City Council approval. It is further conditioned that any annual price increase proposed cannot exceed the CONSUMER PRICE INDEX for the previous twelve (12) month period.

RECEIVING PARTY

Receiving Party certifies that it has authority to contract for the above services.

City of Marshall, Texas
P.O Box 698
Marshall, Texas

Name of Receiving Party



Authorized Signature



Date

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party.

Pete McCarty Oil Co., Inc.
P.O. BOX 1436
Marshall, TX 75671

Name of Performing Party

Authorized Signature

Date

PETE McCARTY OIL CO., INC.

P. O. BOX 1436

MARSHALL, TEXAS 75671-1436

PHONE (903)938-5105 • FAX (903)938-5108

**City of Marshall
P. O. Box 698
Marshall, TX 75671**

ATTN: Randy Pritchard

21 January 2021

Dear Mr. Pritchard,

We would like to take this opportunity to extend our fuel contract with the city under the current terms for a period of another twelve months.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Davidson", with a long horizontal flourish extending to the right.

**Don Davidson
President**



TO: City Council
DATE: May 23, 2024
ITEM #: 6.D
SUBJECT: Consider rejection of the litter control bid. (Support Services)

Recommendation for Action: Staff recommends rejecting the one bid received for the litter control contract bid.

Executive Summary:

The City of Marshall recently solicited bids for litter control services on designated streets within the city limits. The most recent contract for these services was executed in 2015, with a total contract value not exceeding \$42,000.

This year, the sole bid came from Interstate Business Solutions of Indiana, proposing a contract amount of \$799,999.92.

Due to budgetary constraints, staff recommends rejecting the bid from Interstate Business Solutions.

Budget Cost:

Staff Contact: Support Services Director, Randy Pritchard

Attachments:

1. Interstate Business Solutions Bid
2. 2024 Litter Control Bid Packet

BID PROPOSAL

TO: SUPPORT SERVICES DIRECTOR
CITY OF MARSHALL
P.O. BOX 698
MARSHALL, TEXAS 75671

In response to your Invitation for Bid No. 2014-LITTER CONTROL, the undersigned bidder proposes to furnish to the City of Marshall the services listed herein for the following price(s):

The bidder is to pick up all litter, as defined in the "Scope of Work" and specification related to Bid No. 2014-LITTER CONTROL on a twice per month basis from specified highway or street right-of-ways within the corporate limits of the City of Marshall, Texas in accordance with Attachment A of the bid packet.

Item 1: Litter Pickup Services

Total Cost Per Month	\$ <u>66,666.66</u>
Total Cost Annually (12 months)	\$ <u>799,999.92</u>

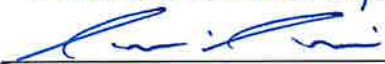
Respectfully submitted,

Firm: Interstate Business Solutions, LLC

Address: 107 East 141st Street
Noblesville, IN 46060

Telephone: 317-607-5717 Fax: _____

Email: rob.se@cleanerhighways.com

By:  Date: 4/29/24

INVITATION FOR BID

**CITY OF MARSHALL
P.O. BOX 698
401 S. ALAMO
MARSHALL, TEXAS 75671**

903-934-7920
FAX (903) 934-7930

BID NO. 2024 - LITTER CONTROL

Sealed bids are requested by the City of Marshall on the herein-described item(s).

Litter Control: The contractor will pick up all litter on a twice-per-month basis from specified highway or street right-of-ways within the corporate limits of the City of Marshall, Texas.

Address bids to the attention of the Support Services Director, City of Marshall, P.O. Box 698, Marshall, Texas 75671. Bids must be in a sealed envelope, with the Bid No., opening date and time, and item(s) to be bid, marked clearly in the lower left-hand corner. Bids will be publicly opened, read aloud, and tabulated at **10:00 AM, Tuesday, May 7, 2024**, in the conference room, 2nd floor, City Hall Building, 401 South Alamo, Marshall, Texas.

Specifications and bid information may be obtained from the office of the Support Services Offices, 110 S Bolivar Suite 211, Marshall, Texas, 75670, or by calling 903-934-7920.

The City of Marshall reserves the right to reject any bids or to award a contract to the bidder who provides goods or services at the best value for the municipality in accordance with section 252.043 of the Texas Local Government Code.



Randy Pritchard
Support Services Director
City of Marshall

Advertise: Sunday, April 21, 2024
Sunday, April 28, 2024

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CITY OF MARSHALL

Instructions to bidders constituting a part of all inquiries, requests for bids or quotations, and purchase orders issued by the City of Marshall

INSTRUCTIONS TO BIDDERS

The following conditions apply to this project – unless otherwise noted within the text of the specifications or bid package.

1. **FAILURE TO BID** – If unable to bid, please return this Invitation for Bid with a brief explanation on the attached proposal form explaining the reason(s) for failure to submit a bid as requested.
2. **BIDDER'S COPY** – Bidders should keep a duplicate copy of their package for their files.
3. **TAXES** – Any tax from which a municipality is exempt must not be included in the bid price.
4. **TRADE IDENTIFICATION** - Specify trade name(s) or brand(s) to be offered by bidder.
5. **MATERIAL QUALITY** – All products and/or optional equipment offered in response to this bid request must be new. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed, or used nature will be considered.
6. **DESTINATION CHARGES** – All products offered shall be bid F.O.B. final destination (as noted in the specifications) with all delivery charges to be prepaid by the bidder.
7. **PACKAGING** – Bidder must include the cost of boxing and cartage, if required, to prevent damage in shipment.
8. **FIRM PRICING** – All pricing submitted by the bidder must be firm forty-five (45) days from the date designated as the bid opening date as listed on the Invitation to Bid.
9. **INVOICING TERMS AND DISCOUNTS** – Bidder must note payment terms and all discounts allowed for early payment consideration.
10. **DELIVERY** – Bidder should bid best possible delivery, stated in days, from the point of award, including Saturday and Sunday.
11. **PROPOSAL FORM** – The bidder's proposal must be submitted on the proposal form provided by the City of Marshall, Texas, and attached hereto. The proposal must be executed, signed, and dated by a duly designated representative or agent of the bidder's company.
12. **PROPOSAL CLOSING DATE** – All bids must be delivered to the Support Services Office, Marshall, Texas, and clearly marked as directed and sealed (non-sealed bids will not be accepted) by no later than the stated opening time of the bid opening date designated in Invitation for Bid. All bids received after the designated opening time and date will be returned unopened.
13. **PROPOSAL OPENING** – On the date and at the time specified in the Invitation for Bid, each and every bid will be publicly opened, read aloud, and tabulated.
14. **BID ACCEPTANCE** – The City Commission of the City of Marshall reserves the right to accept or reject any and all bids, any combination of bids and to waive any informalities therein. If a bid is awarded to the lowest and best bidder by the City Commission, their interpretation of the specifications and qualifications of the bid shall be final.
15. **SPECIFICATIONS ACKNOWLEDGEMENT** – Bidder must complete each specification data sheet in spaces provided on each item that is bid.
16. **RIGHT OF INSPECTION** – The City of Marshall, Texas hereby notifies the bidder that samples of items bid, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard will be returned on the same terms. A waiver by the City of Marshall, Texas of a request for the supply of a sample for testing, in no way constitutes acceptance of all items proposed by the bidder.
17. **LIENS** – Bidder agrees to indemnify and save harmless the City of Marshall, Texas against any and all liens and encumbrances for all goods and services which may be provided under this Invitation to Bid, by seller or seller's vendor(s) and if the City of Marshall requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City of Marshall.
18. **PRICE FIXING** – In submitting the attached Invitation for Bid, the bidder hereby certifies that they have not participated in nor been party to any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing on the enclosed bid.
19. **OVERCHARGES** – In submitting the attached Invitation for Bid, the bidder hereby agrees and assigns to the City of Marshall any and all claims for overcharges associated with this contract that arise under the Antitrust Laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
20. **GENERAL CONDITIONS**- Failure by the vendor to comply with the subject specifications and conditions within this Invitation for Bid package will result in a delay in processing invoices.
21. **COMMUNICATIONS REQUIREMENTS** – All questions concerning this Invitation for Bid, Instructions to Bidder, or Specifications, must be directed to the City Secretary/Finance Director (903) 935-4526.

CITY OF MARSHALL

Terms & Conditions Constituting a part of all Inquiries, Requests for Quotations, and Purchase Orders issued by the City of Marshall TERMS AND CONDITIONS

SELLER AND BUYER AGREE AS FOLLOWS:

1. **DEFINITIONS:** As used in these Terms and Conditions "order" shall mean this Purchase Order and all its attachments and exhibits; "materials" means any materials, machinery, equipment, article, item, or work provided for in this order; "Seller" means the person, firm or corporation to whom this order is issued; "Purchaser" means the City of Marshall and "Owner" means the person, firm or corporation owning the plant designated as "Client" on the face of the Purchase Order for whom the materials are purchased or leased under this order.

2. **"ACCEPTANCE OF CONTRACT:** This order is expressly conditioned on Seller's acceptance of all the terms and conditions hereof. Seller shall be bound by this order and its terms and conditions when it delivers to Purchaser any of the material ordered or performs any of the services referred to herein or receives any payment hereunder."

3. **"MODIFICATIONS AND AMENDMENTS:** Purchaser shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the Purchase Order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the Purchaser unless in writing and signed by the Purchaser or Purchaser's authorized agent."

4. **"ASSIGNMENT AND SUBLETTING:** Seller shall not assign this order or any part hereof or any amounts due hereunder or sublet this order or any part thereof without the written consent of Purchaser."

5. **DELAY OR NON-DELIVERY:** If upon receipt of this order or at any time thereafter it is found that the materials called for cannot be shipped within the time specified in this order, notice thereof must be given immediately to the Department of Purchase by mail or telegraph, together with advice as to the best delivery possible. Failure to make shipment on or before the date specified in this order shall entitle Purchaser at its option to cancel the order, without prejudice to any other rights Purchaser may have as a result thereof.

6. **PATENT INDEMNITY:** Seller hereby warrants that the use or sale of the material delivered hereunder will not infringe claims of any patent covering such materials; (to the extent the design for such materials is not furnished by Purchaser) end Seller agrees to be responsible for and to defend at its sole expense all suits and proceedings against Purchaser and/or Owner based on any such alleged patent infringement and to pay all costs, expenses, judgments and damages which Purchaser or Owner may have to pay or incur by reason of any such suit or proceedings. Notwithstanding the foregoing, Seller does not warrant against, and shall not be responsible for, claims of patent infringement based solely on the use of such materials in combination with other materials or equipment or the operation of any process other than such process as may be inherent in the use of such materials.

7. **INSPECTION:** All inspections and tests shall be made as required by the specifications issued by the Purchaser. All materials purchased under this order shall be subject to inspection by the Purchaser or a representative of the Purchaser at all reasonable times and places before, during, and after manufacture. If the face of this order specifically requires Purchaser's inspection, Seller shall advise Purchaser in writing at the address specified on the face of this order, of Seller's final tests and/or inspection at least ten days prior thereto. Purchaser's inspector shall be the only authorized inspection spokesman and all matters, including Owner requirements, shall be handled with Seller through the Purchaser's inspector. No such inspection, and no failure to inspect, shall relieve Seller of any responsibility or liability with respect to such materials nor be interpreted in any way to imply acceptance thereof by Purchaser. Seller shall, if so advised by Purchaser, permit Owner to review from time to time the progress of work hereunder.

8. **TITLE / RISK OF LOSS:** The title and risk of loss of the goods shall not pass to the Buyer until the Buyer receives and takes possession of the goods at the point of delivery.

9. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. destination unless delivery terms are specified otherwise in the bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided. Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10. INVOICE AND PAYMENTS:

A. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid-for goods will be returned to Seller by Buyer.

B. Do not include Federal Excise, State, or City Sales Tax. The City will furnish a tax exemption certificate if requested.

C. No money shall be paid to any person, firm, or corporation who is in arrears to the City of Marshall for taxes.

11. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it is determined by the Buyer that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Marshall with a view toward securing or emending, or the making of any determinations with respect to the performing of such contract. In the event, this contract is canceled by Buyer pursuant to this provision. Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

12. **WARRANTY-PRICE:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

13. **FORCE MAJEURE:** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

14. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. **TAXES, UNEMPLOYMENT BENEFITS, ETC.:** Seller hereby accepts exclusive liability for, and agrees to indemnify Purchaser and/or Owner against liability for, the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities, or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Seller on work in connection with this order.

16. **EXCESS OR INCORRECT MATERIALS:** Materials delivered in error or excess of the quantity called for may, at Purchaser's option, be returned at Seller's expense.

17. **FAIR LABOR STANDARDS ACT:** Seller warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

18. **OCCUPATIONAL SAFETY AND HEALTH:** Seller warrants that the items sold under this order comply in all respects with the Occupational Safety and Health Act of 1970 and all applicable Regulations, Rulings, Orders, and Standards promulgated thereunder and Seller agrees to hold Purchaser and Owner harmless from any and all liability, claims, civil fines and penalties including reasonable costs and settlements which may arise out of the failure of the items to meet such requirements.

19. **ANTI-DISCRIMINATION:** Seller, in performing the work required hereunder, shall comply with the provisions of Executive Order 11246 and shall not discriminate against any employee or applicant for employment because of religion, race, color, sex, age, or national origin.

20. **PACKING, CRATING, AND CARTAGE:** The cost of all special packing, boxing, crating, or cartage is included in the price specified on the face of this order unless otherwise specifically agreed to in this order. All packing, boxing, crating, and cartage shall conform to the specifications, if any, covering the same that are included in this order.

21. **PUBLICITY:** Seller shall not refer to Owner or Purchaser or any company affiliated with Purchaser in publication form in connection with equipment or services rendered by Seller without the prior written approval of Purchaser.

CITY OF MARSHALL

CONTRACT SPECIFICATIONS

BID NO. 2014-LITTER CONTROL

General Specifications:

- 1.0) This specification shall govern for the pickup and proper disposal of the defined items of litter discarded onto the highway or street right-of-way as described therein and/or directed by the City Manager or his agent, within the city limits of Marshall, Texas.

Definitions:

- 2.0) For the purpose of this agreement, the following definitions will apply.
- 2.0 1) "City" will mean the City of Marshall, Texas
- 2.02) "Litter" is defined as trash, garbage, or refuse of the specified character which is discarded onto the right-of-way and described as, but not limited to, scraps, metals, paper, wood, rubber, plastic, glass products, and household furniture or components thereof.
- 2.03) "Manager" will mean the City Manager of the City of Marshall or his authorized representative.
- 2.04) "Right-of-way" will mean the area on either side of the paved roadway to the right-of-way line and shall also mean any paved or unpaved roadway medians.
- 2.05) "Road Miles" will mean one-way roadway mileage.
- 2.06) The contractor shall perform all services under this agreement as an 'Independent Contractor' and the City shall not have the right, duty, or authority to supervise the employees of the contractor and/or provide or supervise equipment used by the contractor employees to accomplish the work provided for herein.

Scope of Work:

- 3.0) The Contractor will be required to pickup all litter on a twice-per-month basis from specified highway or street right-of-ways within the corporate limits of the City of Marshall, Texas in accordance with the attached highway or street list (Attachment 'A') and the attached signage requirements (Attachment B) or as revised by any addendum listings. Proper disposal of accumulated litter shall be the responsibility of the Contractor.
- 3.01) The Contractor will not be responsible for the removal or disposal of dead animals. The Contractor should contact the Animal Control Division of the City to ensure that any dead animals discovered by the Contractor will be removed by the City.
- 3.02) The Contractor will be responsible for all necessary safety precautions including posting and erection of all signage necessary to comply with the requirements set by the State Department of Highways and Public Transportation.

General Requirements:

- 4.0) The Contractor shall observe and comply with all federal, state, and local laws, safety, and health regulations, which in any manner affect the conduct of the work.
- 4.0 1) In order to ensure the safety of the traveling public, the Contractor shall coordinate all work with the City and shall place warning signs in accordance with the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, or other safety materials or devices as may be required to protect and warn the traveling public, must be furnished by the Contractor.
- 4.02) The Contractor must accept full responsibility for any and all damages, including damage to the State of City right-of-way, as a result of their operations thereon. The contractor further agrees to promptly repair any such damage in accordance with the City's or State's instructions.
- 4.03) The amount of litter picked up per cycle, must be documented on Attachment D in cubic yards.

Methods of Operation:

- 5.0) Before beginning operations, a meeting between representatives of the City and the contractor will be arranged. In this meeting, the Contractor will outline the proposed litter pickup and disposal procedure and submit his plan for performing the work while providing for the safe passage of traffic at all times.

6.0) Term of Contract

The initial contract term shall be a period of twelve (12) months, beginning June 1, 2024 and ending May 31, 2025. The City reserves the right to extend the contract for two (2) additional one (1) year periods providing that both parties agree to such in writing within forty-five (45) days prior to the end of each annual period and is additionally conditioned that any annual increase is not higher than the CONSUMER PRICE INDEX, for the previous twelve (12) months.

Special Provisions:

7.0) BID SECURITY: A bid security is required. It shall be made payable to the City of Marshall in the amount of five percent (5%) of the total bid amount. Security shall be either certified or cashier's check made out to the City of Marshall or surety bond issued by licensed agent qualified to conduct business as surety in the State of Texas and carrying a rating of "B" or better. Securities will be retained until contractor has signed the Contract and furnished required payment or performance bond if required. The City reserves the right to retain the bid bond of the two(2) next low bidders for thirty (30) days or until contracts are signed (whichever is shorter) in the event that the lower bidder may default. Refusal to enter into a contract as bid will be cause for the City of Marshall to retain the bidders' security as liquidated damages, but not as a penalty.

8.0) NON-RESIDENT BIDDERS: Texas state law requires that the City of Marshall give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Civil Statutes Article 601 (g). Bidders must certify that they are resident or non-resident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder.

9.0) INSURANCE: All bidders proposing to provide services to the City of Marshall are required to have and maintain Workman's Compensation Insurance. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401 .011 (44) for all employees of the contractor providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the contractor must file a new certificate of coverage with the City of Marshall showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Marshall listing all persons providing services for on the project. Contractor shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The contractor shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The contractor shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The contractor shall contractually require each person with whom it contracts to provide service under the contract to :

1. Provide coverage, based on proper reporting of classification codes and payroll which meets statutory requirements of the Texas Labor Code, Section 401.01 1 (44) for all employees providing under the contract for the duration of the contract term.
2. Provide to the contactor (City of Marshall) prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for all employees of the person providing services under the contract for the duration of the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing under the contract.
5. Retain all certificates on file for one year from the duration of the contract.
6. Notify the governmental entity in writing by certified mail of any changes affecting provisions for coverage of any person providing services on the project.
7. Contractually require each person with whom it contracts to perform as in by subparagraphs 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions, breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy breach within ten (10) days after receipt of notice of breach from the governmental entity.

Additional insurance is required. Contractor shall obtain and maintain the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -

Bodily injury by Accident- \$250,000 each accident
Bodily injury by Disease- \$500,000 policy limit
Bodily injury by Disease - \$250,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury)

\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 "CSL" each occurrence

The contractor shall include the City of Marshall and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Marshall by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the Law.

BID PROPOSAL

TO: SUPPORT SERVICES DIRECTOR
CITY OF MARSHALL
P.O. BOX 698
MARSHALL, TEXAS 75671

In response to your Invitation for Bid No. 2014-LITTER CONTROL, the undersigned bidder proposes to furnish to the City of Marshall the services listed herein for the following price(s):

The bidder is to pick up all litter, as defined in the “Scope of Work” and specification related to Bid No. 2014-LITTER CONTROL on a twice per month basis from specified highway or street right-of-ways within the corporate limits of the City of Marshall, Texas in accordance with Attachment A of the bid packet.

Item 1: Litter Pickup Services

Total Cost Per Month	\$ _____
Total Cost Annually (12 months)	\$ _____

Respectfully submitted,

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

By: _____ Date: _____

MUST RETURN THIS PROPOSAL AS PART OF YOUR BID RESPONSE

BID AFFIDAVIT

All pages in offerer's bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

They undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. The period of acceptance of this proposal will be calendar days for the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offerer.)

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ On this day personally appeared, who after being by me duly sworn, did depose and say: "I _____, am a duly authorized officer of /agent for _____ in addition, have been duly authorized to execute the foregoing proposal on behalf of the said _____

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of served / items offered, or to influence any person or persons to offer or not to offer thereon. Our principal place of business or corporate offices is in the State of Texas.

NON-RESIDENT CERTIFICATION: Our principal place of business is _____(Give State)

Name and Address of Offerer:

_____ Telephone _____

By _____ Title _____

Signature _____

SUBSCRIBED AND SWORN to before me by the above-named _____

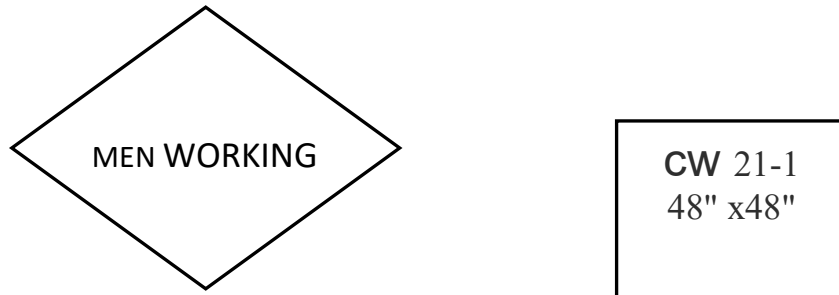
_____ on this the _____ day of _____, 20____ .

Notary Public in and for the State of

RETURN THIS AFFIDAVIT AS PART OF YOUR BID

ATTACHMENT B

SIGNING REQUIREMENTS FOR LITTER PICKUP



CW21-1 MEN WORKING SIGNS:

THE CW21-1 SIGN SHALL NORMALLY BE PLACED A MINIMUM OF 250 FEET IN ADVANCE OF THE WORK SITE IN URBAN AREAS AND A MINIMUM OF 750 FEET IN ADVANCE OF THE WORK SITE IN RURAL AREAS ON HIGH-SPEED HIGHWAYS, ROAD, OR STREETS, AND PARTICULARLY FREEWAYS AND EXPRESSWAYS, THE ADVANCE WARNING DISTANCE MAY NEED TO BE AS GREAT AS 1500 FEET OR MORE. TYPICAL BARRICADE ARRANGEMENTS ARE ATTACHED.

NOTE: ON DIVIDED ROADWAY IT WILL ONLY BE NECESSARY TO PLACE SIGNS FOR THE DIRECTION IN WHICH THE CREW IS WORKING UNLESS THE CREW IS PICKING UP LITTER ON BOTH SIDES OF THE ROADWAY AT THE SAME TIME.

THE CW21-1 SIGN SHOULD BE MOUNTED ON A SUBSTANTIAL PORTABLE SUPPORT THAT WILL NOT BE EASILY KNOCKED OVER OR BLOWN DOWN. IT SHALL NORMALLY BE PLACED ON THE SHOULDER OF THE ROADWAY IN A MANNER THAT WILL ENABLE THE PASSING DRIVER TO READ THE MESSAGE EASILY. IT MUST BE COVERED OR REMOVED DURING THE LUNCH PERIOD OR AT ANY OTHER TIME WHEN THE WORK IS NOT IN PROGRESS. THE LETTERS AND BORDER SHALL BE BLACK, AND THE BACKGROUND SHALL BE ORANGE. IF USED AT NIGHT, THE BACKGROUND SHALL BE REFLECTORIZED.

ATTACHMENT A

STREETS – LITTER CONTROL

AREA	MILES	STREET	FROM	DIRECTION	TO	NOTES
DOWNTOWN	0.50	BURLESON	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	RUSK	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	AUSTIN	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	HOUSTON	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	BOWIE	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	TRAVIS	GROVE	EAST	ALAMO	
DOWNTOWN	0.50	GROVE	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	FRANKLIN	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	WELLINGTON	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	WASHINGTON	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	BOLIVAR	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	LAFAYETTE	HWY 80	SOUTH	TRAVIS	
DOWNTOWN	0.50	ALAMO	HWY 80	SOUTH	TRAVIS	
DOWNTOWN TOTAL	6.50					
MAJOR HWYS	6.30	HWY 59	NORTH LIMITS	SOUTH	SOUTH LIMITS	
MAJOR HWYS	7.60	HWY 43	NORTH LIMITS	SOUTH	SOUTH LIMITS	
MAJOR HWYS	7.00	HWY 80	EAST LIMITS	WEST	WEST LIMITS	
MAJOR HWYS	3.80	FM 31	HWY 59	SOUTH	SOUTH LIMITS	
MAJOR HWYS	1.50	FM 1998	HWY 80	NORTH	LOOP 390	
MAJOR HWYS	1.70	FM 1997	HWY 80	NORTH	LOOP 390	
MAJOR HWYS	0.80	HWY 449	LOOP 390	WEST	WEST LIMITS	
MAJOR HIGHWAY TOTAL	28.70					

ATTACHMENT A STREETS – LITTER CONTROL

AREA	MILES	STREET	FROM	DIRECTION	TO	NOTES
ARTERIES	1.70	* WASHINGTON	GINOCHIO	SOUTH	HWY43	DOES NOT INCLUDE DOWNTOWN AREA
	3.30	* HOUSTON	HWY 80	WEST	WEST LIMITS	DOES NOT INCLUDE DOWNTOWN AREA
	0.20	INDIAN SPRINGS	HWY 80	SOUTH	FM 31	
	1.70	ELYSIAN FIELDS	HWY 59	EAST	FM 31	
	1.80	WARREN DRIVE/AIRPORT ROAD	HWY 80	SOUTH	FM31	
	1.00	BELL CUT OFF	FM 1998	NORTH	HWY 43	
	0.70	TRAVIS	ALAMO	EAST	HWY 59	
	0.90	POPLAR		EAST	HWY 59	
	1.70	HARRIS LAKE ROAD	HWY 59	EAST	LOOP 390	
	0.40	BOLIVAR	HWY 80	NORTH	POPLAR	
	1.60	GARRETT	TRAVIS	SOUTH	HWY 43	
	1.60	GROVE/BOMAR	TRAVIS	SOUTH	HWY 43	
	1.60	UNIVERSITY	WASHINGTON	WEST	NORIT	
	1.20	MLK BLVD. (WEST END. BLVD)	HOUSTON	SOUTH	HWY 43	
	0.70	JOHNSON	HWY 59	WEST	GARRETT	
	1.30	SANFORD	HOUSTON	SOUTH	MEREDITH	
	1.70	ROSBOROUGH SPRINGS	HWY 43	SOUTH	SOUTH LIMITS	
	1.50	ROSBOROUGH SPRINGS	UNIVERSITY	SOUTH	HWY 43	
	1.00	CARTER'S FERRY	UNIVERSITY	SOUTH	HWY 43	
	0.50	HARLETON ROAD	NORWOOD	WEST	LOOP 390	
	0.70	EVANS	VAN ZANDT	NORTH	LOOP 390	
	0.60	VAN ZANDT	GROVE	WEST	NORWOOD	
	1.10	NORWOOD	HWY 80	NORTH	LOOP 390	
	.40	THIRD	POPLAR	SOUTH	GRAND	

ATTACHMENT A

STREETS – LITTER CONTROL

AREA	MILES	STREET	FROM	DIRECTION	TO	NOTES
ARTERIES - CONTINUED	.50	RUSK	BISHOP	WEST	MARSHALL AVE.	
	.25	BISHOP	WEST HOUSTON	NORTH	WEST GRAND AVE.	
	.90	JEFFERSON AVE.	POPLAR	NORTH	HIGHWAY 59	
	.50	WARD STREET	WEST HOUSTON	NORTH	WEST GRAND AVE.	
	.20	VIRGINIA	FRANKLIN	EAST	ESPLANADE	
	.40	STATE	SIXTH	EAST	JEFFERSON	
TOTAL	32.15					
GRAND TOTAL	67.35					

Staff Report



Amended and Restated Tax Abatement Policy

City Council Meeting: May 23, 2024

Document Being Considered: Resolution

RECOMMENDATION

Following the public hearing, consider approval of a resolution adopting an amended and restated City of Marshall Policy Statement for Tax Abatement.

PRIOR BOARD OR COUNCIL ACTION

On April 14, 2022, City Council approved Resolution No. R-22-11 adopting the City of Marshall Policy Statement for Tax Abatement including guidelines and criteria for granting tax abatements in designated tax abatement reinvestment zones.

ANALYSIS

Chapter 312 of the Texas Tax Code authorizes cities to designate tax abatement reinvestment zones and to enter into tax abatement agreements only after the city elects to become eligible to participate in tax abatement and adopts a Tax Abatement Policy that establishes guidelines and criteria governing its tax abatement program. A Tax Abatement Policy adopted by a city is effective for two years from the date of adoption.

The proposed amended and restated Tax Abatement Policy was created pursuant to all requirements of Chapter 312 of the Texas Tax Code and includes guidelines and criteria for granting tax abatements. Per the policy, the City is under no obligation to provide tax abatements, all applications shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be at the discretion of the City Council. The duration of a tax abatement may be for a period of time determined appropriate by the City Council consistent with the provisions of the policy, but in no case shall the period exceed ten years in accordance with state law. The policy also provides that special terms and conditions, contractual obligations in the event of default, recapture, annual compliance reporting, and other requirements will be set in the agreement governing each specific tax abatement.

The proposed amended and restated Tax Abatement Policy incorporates the following substantive revisions and updates:

- Removal of references to and distinctions between industrial, manufacturing, and distribution industries and retail and service-related industries, as abatements will be considered on case-by-case basis.
- Addition of Section II. "Definitions" to more fully describe the terms used in the policy.
- Updated criteria and objectives to be considered when evaluating requests, determining abatement level and duration, etc.
- Addition of two bonus categories – (1) wages exceeding Harrison County median wage rates; and (2) permanent, full-time jobs to be created and/or retained.
- Removal of the abatement review committee composed of one representative from the City, County, and any other taxing unit wishing to consider granting a tax abatement to an applicant, to recommend the adoption or rejection of all applications. The policy provides that the City may share an application with Marshall Economic Development Corporation for review and comments, but stipulates final approval/denial of a tax abatement is at the discretion of the City Council.
- Updated procedural guidelines and incorporated a City of Marshall Application for Incentives to be submitted to the City Manager or his/her designee. Applicants may also be required to provide financial and other information be deemed appropriate by the City.

- Removal of abatement level matrices for various industry sectors as abatement level and duration will be determined on case-by-case basis.
- Updated Section VIII. "Administration, Contract Review and Monitoring, and Reporting" designating the City's Office of Economic Development & Strategic Initiatives as primarily responsible for the administration, review, and monitoring of the City's tax abatement agreements.

Once adopted, the City's Tax Abatement Policy will be effective through May 23, 2026, unless otherwise amended or repealed by at least a three-fourths vote of the City Council.

FINANCIAL IMPACT

None.

ADDITIONAL INFORMATION

Attached:	Resolution Amended/Restated Tax Abatement Policy
Under separate cover:	None.
Available in the City Secretary's Office:	None.

STAFF CONTACT(S)

Alex Anne Agnor
Director of Economic Development & Strategic Initiatives
903-935-4526
agnor.alex@marshalltexas.net

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MARSHALL,
TEXAS APPROVING AN AMENDED AND RESTATED CITY OF MARSHALL
POLICY STATEMENT FOR TAX ABATEMENT**

WHEREAS, § 312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the City Council of the City of Marshall has previously elected to participate in tax abatement and has adopted guidelines and criteria governing the establishment of tax abatement agreement guidelines and criteria; and

WHEREAS, pursuant to § 312. 002, the tax abatement guidelines and criteria are effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and

WHEREAS, the Marshall City Council now seeks to amend and restate the City's Policy Statement for Tax Abatement; and

WHEREAS, the City of Marshall's Policy Statement for Tax Abatement, as amended and restated, shall remain in effect for two years from the date adopted by this resolution, unless amended or repealed by a vote of three-fourths of the members of the City Council during that period;

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

PART 1: The City Council approves the amendment and restatement of the City of Marshall Policy Statement for Tax Abatement pursuant to Chapter 312 of the Texas Tax Code, that the guidelines and criteria for granting tax abatements attached as Exhibit" A" to this resolution for granting tax abatements in designated Tax Abatement Reinvestment Zones are hereby adopted.

PART 2: That this resolution shall be effective immediately from and after its passage.

PART 3: The City Council hereby finds that the meeting at which this resolution was passed is open to the public and that the public notice of the date, time and place of this meeting was given as required by law.

PASSED AND APPROVED this _____ day of _____, 2024.

AYES: _____

NOES: _____

ABSTAINED: _____

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

ATTEST:

City Secretary

Exhibit “A”

City of Marshall Policy Statement for Tax Abatement

CITY OF MARSHALL, TEXAS
Policy Statement for Tax Abatement
Amended and Restated May 2024

I.
General Purpose and Objectives

- A. The City of Marshall is committed to the promotion of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Marshall will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Marshall. It is the policy of the City of Marshall that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Marshall is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be at the discretion of the City Council. Tax abatement agreements are made with the owners of real property to exempt from taxation a portion of the value of the real property and/or of tangible personal property. The duration of an abatement may be for a period of time determined appropriate by the City Council, based on the economic life of the improvements and consistent with the provisions of this policy, but in no case for more than 10 years in accordance with state law. Special terms and conditions may be set in the agreement governing each specific tax abatement.
- B. The City Council has designated certain areas of the City as Tax Increment Reinvestment Zones (“TIRZ”). The City of Marshall will not consider a tax abatement on property located within the boundaries of a TIRZ.

II.
Definitions

- A. “Abatement” means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes. Abatement may be granted for real property improvements and/or tangible business personal property.
- B. “Act of God” means an act occasioned exclusively by violence of nature and in no sense attributable to human action.
- C. “Agreement” means a contractual agreement between a property owner and a taxing authority for the purpose of tax abatement. In no event shall the duration of an abatement term exceed ten (10) years.
- D. “Base Year Value” means the taxable value of the applicant’s real property and/or business personal property, including inventory and supplies, located in the designated reinvestment zone as determined by Harrison Central Appraisal District as of the date

designated in the agreement.

- E. “Added Taxable Value” means the value above the base year value of real property improvements and/or business personal property as appraised by the Harrison Central Appraisal District. The abatement may be granted for either the real property improvements or business personal property, or both.
- F. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.
- G. “Expansion” means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity or revenues.
- H. “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- I. “Job” means a permanent, full-time employment position that has provided or will result in employment of at least 1,820 hours per position in a year. Part-time positions shall not be included in this definition unless otherwise negotiated in the terms of the agreement.
- J. “Modernization” means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in enterprise zones.
- K. “New facility” means a property previously undeveloped which is placed into service by means other than expansion or modernization.
- L. “Reconstruction” means to replace or rebuild a portion or all of a facility that has been damaged by Act of God when the damage from the Act of God has resulted in at least a 60% reduction in value of the facility as compared to the value immediately prior to the Act of God as finally determined by Harrison Central Appraisal District. The facility owner shall have the burden to prove the required decrease in value to the satisfaction of the City Manager or his designee prior to consideration by the City Council of a tax abatement application for a Reconstruction project.
- M. “Reinvestment Zone” is an area designated as such for the purpose of tax abatement as authorized by Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312.
- N. “Supply and Service Expenses” are discretionary expenses incurred during the normal maintenance and operation activities of a business.

- O. “Target Industry” is an industry identified as a target industry in the City’s Policy Statement for Tax Abatement and Exhibits thereto, as amended from time to time.
- P. “Value,” when used in this Policy, shall mean value as determined by an appraisal prepared by Harrison Central Appraisal District, unless otherwise specified. If a facility is damaged by an Act of God and an appraisal of the damaged facility is not available from Harrison Central Appraisal District when needed in order to comply with the duty established in Section II.L. of this Tax Abatement Policy, “decrease in value” may be determined by an independent appraiser agreed upon by the City and either the owner of a facility or applicant for a tax abatement. The term “value added” means increase in appraised value.

III.

Abatement Authorized

- A. Eligible Facilities: Tax abatement may be granted for new facilities, expansion, modernization or reconstruction of existing facilities. The economic life of a facility, and/or eligible property must exceed the duration of the abatement.
- B. Eligible Property: An applicant may apply for abatement on the real property improvements and/or business personal property eligible for abatement in accordance with this Policy.
- C. Criteria and Abatement Guidelines: Tax abatement may be granted for eligible facilities on all or a portion of the increased taxable value of eligible property over the Base Year Value. The percentage of taxes abated and the duration of the abatement, or any other limitation or condition included in this Policy and not required by state or federal law, may vary from these guidelines based on a determination by the City Council that granting tax abatement for a particular project is consistent with the economic development objectives of the City of Marshall.

Any person, organization or corporation may request tax abatement by filing an Application for Incentives as described in Section IV.

- 1. The City Council may grant tax abatement if the City Council finds that the abatement is in the public interest because it will facilitate at least one of the following objectives:
 - a. Increase or preserve tax base
 - b. Finance or improve public infrastructure
 - c. Provide quality employment opportunities in the City, or upgrade the skills of existing employees so as to support their advancement to higher-paying jobs
 - d. Provide or help acquire or construct public facilities

- e. Contribute to the redevelopment or renewal of distressed areas
 - f. Contribute to the diversity and quality of Marshall's business community
2. Additional Criteria: The following additional criteria will be considered in determining the value and duration of the tax abatement:
- a. Degree to which the project meets the objectives of the City's Strategic Outcome Areas and other goals of the City.
 - b. Degree to which the project makes a substantial contribution to redevelopment efforts or special area plans by enhancing either functional or visual characteristics, e.g. historical structures and façades, traffic circulations, parking, materials and urban design.
 - c. Number and types of jobs to be created or retained as a result of the project.
 - d. Sales taxes, hotels taxes or other incomes that would be generated by the project to the benefit of local taxing authorities.
 - e. Offsite infrastructure investment to be made by applicant as a result of the project.
 - f. Degree to which the project minimizes investment by the taxing authorities in order to serve the project.
 - g. The utilization of Marshall Contractors and/or Certified Minority/Women Owned Contractors, Suppliers and Service providers for the project's construction, Supply and Service Expenses.

3. Bonus Levels

Additional levels of abatement will be considered for applicants based upon a project's employment numbers, industry type, and wages. In no event may the abatement (including bonuses) granted to an applicant exceed 100%.

The following describes the conditions to be met to qualify annually for a bonus percentage.

Bonus Category and Conditions

Bonus Category: Wages

The median wage of persons employed at the site of the project in the City of Marshall exceed the Harrison County's median wage.

- (1) The Median Wage for Harrison County will be determined by the Median Earnings for Workers as reported by the most recent release of the American Community Survey available at the time the Application for Incentives is submitted to the City.
- (2) A facility attempting to qualify for additional levels of abatement under this provision will determine their median wage by considering the gross annual income of the jobs in the facility when ranked by gross annual income for each year of the agreement in which they wish to qualify. Demonstrating that the value described in item (2) exceeds the value described in item (1) will satisfy qualification for additional abatement under this provision.

Bonus Category: Jobs Created/Retained

Jobs created/retained must be permanent, full-time employment positions that have provided or will result in employment of at least 1,820 hours per position in a year. Part-time positions shall not be included in this definition unless otherwise negotiated in the terms of the agreement.

IV.
Procedural Guidelines

- A. Any person, organization or corporation may request tax abatement by submitting an application to the City Manager or his/her designee.
 1. An Application for Incentives form must be completed and signed by an officer of the company with corporate signature authority. The Application must be submitted to the City Manager or his/her designee prior to application for a building permit or issuance of a certificate of occupancy, whichever occurs first, for the project to which the incentive application pertains. The legal entity requesting the tax abatement must be properly formed prior to making an application.
 2. The Application of Incentives and the requirements of the applicant are detailed in Exhibit “A” to this Policy, attached and made a part of this Policy for all purposes.
- B. Upon receipt of a completed application, copies of the application may be distributed to the appropriate City departments and the Marshall Economic Development Corporation for review and comments. Additional information may be requested as needed to determine applicant’s eligibility for tax abatement according to this Policy.

V.
Consideration of Application and Authorization of Agreement

- A. An applicant’s request may be reviewed by the Marshall Economic Development Corporation. However, the City Council of the City of Marshall shall have final decision-making authority on a tax abatement request. When the City Council considers a tax

abatement request, it shall consider the feasibility and impact of the proposed tax abatement by making an estimate of the economic effect of the abatement of taxes and the benefit to the property to be covered by the abatement and to the taxing authorities involved.

The application shall require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the applicant. This analysis may include an economic feasibility study which requires data such as:

- A detailed list of estimated improvement costs
 - A description of the methods of financing
 - All estimated costs and the time when related costs or monetary obligations are to be incurred
 - Historical financial statements and statements of revenues
 - Expenses, net income and cash flow for the first five years of the project which have been audited, reviewed or compiled by a certified public accountant
- B. The authorization of a tax abatement is not considered finalized until all items have been presented to and approved by the City Council in accordance with Tex. Tax Code Ann. Sec. 312.201, as amended from time to time.
- C. Any tax abatement agreement will address various issues, including, but not limited to, the following:
1. General description of the project;
 2. The percent of value to be abated each year;
 3. Method for calculating the value of the abatement including the base year value;
 4. Duration of the abatement, including commencement date and termination date;
 5. Legal description of the property;
 6. Kind, number, location and timetable of planned improvements;
 7. Specific terms and conditions to be met by applicant;
 8. The proposed use of the facility and nature of construction; and
 9. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment.
 10. Operating or capital leases, if any.
- D. The terms of a tax abatement shall be negotiated on a case-by-case basis. Provisions for administration, termination and recapture shall be detailed in the agreement.

VI.
Denial of Abatement

- A. All eligible applications for tax abatement shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be made at the discretion of the City Council in accordance with the City of Marshall Policy Statement for Tax Abatement.
- B. Nothing herein shall imply or suggest that the City of Marshall is under any obligation or duty to provide tax abatement to any eligible applicant, or that any applicant has an entitlement to tax abatement except as may be determined on a case-by-case basis by the City Council.

VII.
Taxability

From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- A. The value of ineligible property shall be fully taxable;
- B. The base year value property shall be fully taxable;
- C. The additional value of eligible property shall be taxed in the manner and for the period provided for in the abatement agreement; and
- D. The additional value of eligible property shall be fully taxable at the end of the abatement period, and in subsequent tax years.

VIII.
Administration, Contract Review and Monitoring, and Reporting

- A. The City of Marshall's Office of Economic Development and Strategic Initiatives shall be primarily responsible for the administration, review, and monitoring of tax abatement agreements authorized by the City of Marshall under these guidelines. These responsibilities shall include verifying that participants in tax abatement agreements are in full compliance with the terms of the agreement.
- B. The Office of Economic Development and Strategic Initiatives shall expeditiously advise the City Manager in writing of any instances of contract non-compliance by tax abatement participants. In addition, the Office of Economic Development and Strategic Initiatives shall, on an annual basis, conduct a performance review of the activities of each tax abatement participant and report the findings of such review to the City Council.
- C. The business receiving a tax abatement must provide agents or representatives of the City of Marshall with access to and authorize inspection of any and all records of said business, including without limitation federal and state unemployment reports, payroll

reports, Employer's Quarterly Report to the Texas Workforce Commission, and federal income tax forms such as W 2 forms, in order to allow said agents or representatives to determine whether said business is in compliance with the tax abatement agreement, including without limitation, the employment requirements of the agreement. At a minimum, said business must provide such access during its normal business hours if requested.

- D. The City of Marshall shall be responsible for enforcement of the terms of any tax abatement agreement authorized hereunder.

IX.

Conclusion

These guidelines and criteria are effective for a two-year period from the effective date of adoption by resolution of the City Council of the City of Marshall. During that period, the guidelines and criteria may be amended or repealed only by a vote of three-fourths of the members of the City Council of the City of Marshall.

Exhibit “A”

City of Marshall Application for Incentives



APPLICATION FOR INCENTIVES

1. Beneficiary of Incentives _____
Property Owner ____, Business Owner ____, Leaseholder ____ (check all that apply)
Mailing address _____
Telephone _____ Fax _____
Cell Phone _____ Email _____

2. Contact Information _____
Title _____
Mailing address _____
Telephone _____ Fax _____
Cell Phone _____ Email _____
Relationship to Beneficiary: Same as above ____, Authorized Representative ____

3. Property address _____

4. Property legal description (metes & bounds) _____

Please check type of application you are submitting: Standard ☐ Tax Investment Financing ☐

5. Attach a **complete** description of the project including:

- A. Method of financing
- B. Primary business activity at this site
- C. Complete description of all land uses
- D. Time schedule for completion of improvements
- E. NAICS Industry Code
- F. Descriptive list of improvements
 - 1. Size _____ sq. ft.
 - 2. Cost of construction \$ _____
 - 3. Value of Personal Property
 - a. Inventory \$ _____
What percent is eligible for Freeport Exemption (exported from Texas within 175 days) ____ %
 - b. Equipment, machinery, furnishings, etc. \$ _____
- G. What taxable sales will be generated at this location \$ _____ per year

6. These documents **must** be submitted prior to the City staff's review of the application:

- Property tax statement from the Harrison Central Appraisal District Tax Office and/or Tax Certificate
- Plat/map of project location
- Drawings/Photographs to illustrate the project

7. Level of abatement requested _____ % _____ Years on _____ Real Property or
_____ Business Personal Property

8. Describe, in detail, all other incentives sought from the City and/or Marshall Economic Development Corporation.

9. Estimated taxable value of property improvements: Real _____ Personal _____
Estimated taxable value is the value of the improvements on January 1 of the year after the improvements are made.



10. Job Creation & Retention:

Number of Full Time Equivalent Jobs	Avg. Annual, Monthly or Hourly Wage	Benefits Provided	# of Positions Created	# of Positions Retained
Executive				
Professional				
Managerial				
Administrative				
General Labor				
Other				
Total				

11. Infrastructure improvements/modifications sought:

12. Will application be made to Harrison County? ____Yes ____No

If yes, please contact Harrison County Tax Office for separate application.

13. On an attachment, describe why incentives are necessary for the success of this project and, how the improvements will benefit the property at the conclusion of the incentives (Include any documentation necessary to substantiate your request and if any other locations are under consideration).

14. I am authorized to sign this application for incentives and to certify through my signature below that the business for whom I am authorized to sign, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. If, after receiving an incentive or a “public subsidy” as defined in Government Code § 2264.001(3), the business or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. § 1324a(f), the business shall repay the amount of the incentive or the public subsidy with interest, at the rate and according to the other terms provided by an agreement required under Government Code § 2264.053, not later than the 120th day after the date the City notifies the business of the violation.

I certify that the information contained herein is true and correct.

Name

Title (Must be signed by a corporate officer
with signature authority)

Date

This application must be completed and returned for consideration prior to the submission of an application for a building permit or the issuance of a certificate of occupancy, whichever comes first. Upon receipt of this application, the City of Marshall shall require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

An electronic copy of this application is available. For more information, please call (903) 935-4526.

Completed requests should be submitted to:
*Office of Economic Development & Strategic Initiatives
City of Marshall
P.O. Box 698
Marshall, TX 75671*



TO: City Council
DATE: May 23, 2024
ITEM #: 9.A
SUBJECT: Consider approval of contracts for construction at various City parks. (Parks & Recreation)

Recommendation for Action: Approval of contracts to May Recreation and Child Play Inc. for construction at Smith Park, Bella Wyatt Park, Lions Park, and Bath Miller Park.

Executive Summary: Capital Investment Plan. We have \$750.000 available for the Citywide Replacement of Playground Equipment.

Budget Cost: \$ 412,062.50

Staff Contact: Marina Garcia-Heredia, Parks & Recreation Director

Attachments:

1. Bath-MillerParkContract
2. LionsParkContract
3. BellaWyattParkContract
4. SmithParkContract

May Recreation Equipment & Design, L.P.

Park and Playground Design, Supply and Installation

"We Speak Playground!"

Spring, Texas

bigbie@mayrecreation.com www.mayrecreation.com

Toll Free: (800) 964-6301 • Phone: (903) 539-9992 • Fax: (888) 349-9146

Today's Date:	5-13-24
Project Name:	Bath-Miller Park
Client Name:	City of Marshall
Contact Name:	Marina Garcia-Heredia
Phone:	903.720.2956

May Recreation Equipment & Design, L.P. is pleased to present the following job estimate based upon plans and/or requests made by the client listed above.

Quantity	Description	Extended
	Bath-Miller Park Playground & Dog Park	
1	#714S695J Mega Tower Play Structure (sale unit)	\$74,618.00
1	3-bay Arched Swing with (4) Belt Seats & (2)Tot Seats	\$6,702.00
1	Dog Walk Ramp	\$2,340.00
1	Triple Hoops	\$1,590.00
1	Fire Hydrant	\$570.00
140cy	Engineered wood fiber safety surfacing material	\$7,000.00
(*)	6' x 12" Border Timbers & ADA Ramp	\$5,400.00
2	8' Picnic Table (surface mount, includes 1 ADA table)	\$4,260.00
4	6' Bench with Back (inground mount)	\$4,480.00
4	32gallon Trash Receptacles with Liner (surface mount)	\$3,360.00
1	Remove and dispose of (4) existing play structures	\$3,500.00
820sf	70' x 6' Concrete Sidewalk from Parking Area to Playground & 20' x 20' Concrete Pad for Shade Structure and Picnic Tables	\$8,610.00
1	20' x 20' x 8'entry 4-Post Hip Roof Shade Structure	\$12,835.00
(*)	All pricing is turnkey and includes professional installation labor & materials and all shipping costs	
	BuyBoard Contract 679-22	
	Shipping address:	
	Marshall, TX 75670	

TOTAL PROJECT ESTIMATE: \$ 135,265.00

Please Note: This proposal is valid for **(30)** days from today's date. Pricing is subject to change without notice thereafter.

Payments will be made according to the following and will be determined by credit information received from customer:

Amount due with acceptance of proposal	PO
Amount due upon completion of project	\$135,265.00

Quote Prepared by: *Jeff Bigbie* (May Recreation Equipment & Design, L.P.)

Proposal Acceptance

I hereby authorize **May Recreation Equipment & Design, L.P.** to ship the equipment listed above for which I agree to pay the total amount specified. Payment is due upon receipt of invoice unless otherwise specified. Non-taxable customers will provide proper tax exemption certificate to May Recreation upon request. Purchase orders and payments should be made payable to the order of **May Recreation Equipment & Design, L.P.**

Client Signature	Date
------------------	------

Notes for project: Unless otherwise noted, this proposal does **not** include taxes, site preparation, surfacing or installation. We will make every effort to avoid damaging underground utilities (i.e. cable, water, electric, fax/data lines, and irrigation systems). However, we will not be held responsible for any damages to these items.

We also offer the following products for your project

- **Playground Equipment**
- **Pavilion Shelters/Gazebos**
- **Engineered Wood Fiber Surfacing**
- **Soccer Goals/Nets**
- **Picnic Tables/Benches**
- **Bicycle Racks**
- **Splash Pads/Spray Grounds**
- **Rubberized Playground Surfacing**
- **Drinking Fountains**
- **Waterslides**
- **Park Grills**
- **Shade Structures**



May Recreation Equipment & Design, L.P.

Park and Playground Design, Supply and Installation

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Spring, Texas

bigbie@mayrecreation.com www.mayrecreation.com

Toll Free: (800) 964-6301 • Phone: (903) 539-9992 • Fax: (888) 349-9146

Today's Date:	5-13-24
Project Name:	Lions Park
Client Name:	City of Marshall
Contact Name:	Marina Garcia-Heredia
Phone:	903.720.2956

May Recreation Equipment & Design, L.P. is pleased to present the following job estimate based upon plans and/or requests made by the client listed above.

Quantity	Description	Extended
	Miracle Recreation Equipment	
1	#718S231J Kids' Choice Play Structure (sale unit)	\$37,870.00
1	#MR0930-3 3-Bay Arch Swing with (4) Belt Seats and (2) Tot Seats	\$8,860.00
255cy	Engineered Wood Fiber Safety Surfacing Material	\$12,750.00
2	8' Picnic Table (surface mount, includes 1 ADA table)	\$4,260.00
2	6' Bench with Back (inground mount)	\$2,240.00
2	32gallon Trash Receptacles with Liner (surface mount)	\$1,680.00
1	Remove and dispose of (4) existing play structures	\$3,500.00
540sf	6' x 90' Concrete Sidewalk from Parking Area to Play Area & Existing Pavilion	\$5,670.00
(*)	All pricing is turnkey and includes professional installation labor & materials and all shipping costs	
	BuyBoard Contract 679-22	
	Shipping address:	
	Marshall, TX 75670	

TOTAL PROJECT ESTIMATE: \$ 76,830.00

Please Note: This proposal is valid for **(30)** days from today's date. Pricing is subject to change without notice thereafter.

Payments will be made according to the following and will be determined by credit information received from customer:

Amount due with acceptance of proposal	PO
Amount due upon completion of project	\$76,830.00

Quote Prepared by: *Jeff Bigbie* (May Recreation Equipment & Design, L.P.)

Proposal Acceptance

I hereby authorize **May Recreation Equipment & Design, L.P.** to ship the equipment listed above for which I agree to pay the total amount specified. Payment is due upon receipt of invoice unless otherwise specified. Non-taxable customers will provide proper tax exemption certificate to May Recreation upon request. Purchase orders and payments should be made payable to the order of **May Recreation Equipment & Design, L.P.**

Client Signature	Date
------------------	------

Notes for project: Unless otherwise noted, this proposal does **not** include taxes, site preparation, surfacing or installation. We will make every effort to avoid damaging underground utilities (i.e. cable, water, electric, fax/data lines, and irrigation systems). However, we will not be held responsible for any damages to these items.

We also offer the following products for your project

- **Playground Equipment**
- **Pavilion Shelters/Gazebos**
- **Engineered Wood Fiber Surfacing**
- **Soccer Goals/Nets**
- **Picnic Tables/Benches**
- **Bicycle Racks**
- **Splash Pads/Spray Grounds**
- **Rubberized Playground Surfacing**
- **Drinking Fountains**
- **Waterslides**
- **Park Grills**
- **Shade Structures**



Child's Play, Inc.

10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS

City of Marshall Parks and Rec
110 S Bolivar St. #205
Marshall, Texas 75670

SHIP TO

Bella Wyatt Park
1104 W. Rusk St
Marshall, Texas 75670

QUOTE #	DATE	EXPIRATION DATE
24-4457	05/17/2024	06/17/2024

PROJECT

Install EWF

SALES REP

CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISSynergy Custom Synergy Series Playground Structure	1	53,185.00	53,185.00
BCI550-0099 Molded Rubber Tot Seat	2	221.00	442.00
BCI550-0111 Molded Rubber Seat w/8' Chain - One	4	123.00	492.00
BCI550-0201 5" Single Post Swing	1	1,553.00	1,553.00
BCI550-0202 5" Single Post Swing Add-On	2	1,293.00	2,586.00
BCI580-0172 6' Traditional Series Bench - In-Ground	2	758.00	1,516.00
BCI580-0184 Traditional Series 32 Gal Litter Container with Flat Top Cover - Inground	2	758.00	1,516.00
BCI580-0176 6' Traditional Series Portable Picnic Table	2	1,462.00	2,924.00
BCI580-0226 8' Traditional Series ADAAG Picnic Table - 1 Wheelchair	1	1,624.00	1,624.00
BCI580-1399 2 Sided Custom Welcome and age Sign	1	661.00	661.00
Installation Professional Turn-Key Installation of Playground Equipment	1	18,286.00	18,286.00
BCI046-0053 6' x 12"H StoneBorder Timber	40	87.00	3,480.00
Wood Fiber Engineered Wood Fiber	160	28.00	4,480.00
Install Wood Installation of Wood Fiber	160	15.00	2,400.00
Geo Textile Fabric Geo Textile Fabric	1.25	650.00	812.50

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Site Work Site Work- Demo and haul off existing equipment. Existing playground borders will be reused.	1	2,800.00	2,800.00
Freight Freight	1	2,900.00	2,900.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	-6,382.00	-6,382.00
NPPS NPPS Supervision Safety Kit - FREE	1	0.00	0.00
BCIMAIN BCI Burke Maintenance Kit - FREE	1	0.00	0.00
CPIWARR SUPPLEMENTAL WARRANTY: In addition to BCI Burke's non-prorated warranty, Child's Play offers the value added service of 100% free replacement costs on all warranted BCI Burke products installed by Child's Play throughout the duration of the warranty period. The warranted items are shipped directly to Child's Play and installed free of charge by our installation crew. The result is zero out-of-pocket costs to the customer on all warranted BCI Burke products. It is BCI Burke's commitment to a higher quality product, which makes this "Special Supplemental Warranty" possible.	1	0.00	0.00
Install Terms Installation charges, if quoted, are for a "standard" installation unless specifically noted otherwise. Installation charges are due upon completion. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and schedule. Work may or may not be performed in consecutive days. The quote is based on the site being level and with no resilient surfacing (sand, gravel, bark, etc.) being in place. A charge will be assessed to level site or remove resilient surfacing based upon equipment/material costs and man hours required. Any and all permits and any fees associated with the permits are the responsibility of owner/contractor. An additional charge will be required if digging of footing cannot be performed by equipment or if rock conditions are encountered. An amount will be added to the contract price of up to \$2,000 per each additional day. Installation is based upon unrestricted access to site for equipment, i.e., Bobcats, concrete trucks, dump trucks, and miscellaneous work vehicles. Installers are not responsible for damages to irrigation, landscape and utilities. Protection for these items is the responsibility of the owner.	1	0.00	0.00
TOTAL			\$95,275.50

Accepted By

Accepted Date

Child's Play, Inc.

10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS

City of Marshall
110 S Bolivar St. #205
Marshall, Texas 75670

SHIP TO

Smith Park
700 Spring St
Marshall, Texas 75670

QUOTE #	DATE	EXPIRATION DATE
24-4634	05/17/2024	06/21/2024

PROJECT

Wood Fiber Option

SALES REP

CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISSynergy Custom Synergy Series Playground Structure	1	50,635.00	50,635.00
BCI550-0099 Molded Rubber Tot Seat	2	221.00	442.00
BCI550-0111 Molded Rubber Seat w/8' Chain - One	4	123.00	492.00
BCI550-0201 5" Single Post Swing	1	1,553.00	1,553.00
BCI550-0202 5" Single Post Swing Add-On	2	1,293.00	2,586.00
BCI580-0172 6' Traditional Series Bench - In-Ground	6	758.00	4,548.00
BCI580-0184 Traditional Series 32 Gal Litter Container with Flat Top Cover - Inground	4	758.00	3,032.00
BCI580-0176 6' Traditional Series Portable Picnic Table	2	1,462.00	2,924.00
BCI580-0226 8' Traditional Series ADAAG Picnic Table - 1 Wheelchair	2	1,624.00	3,248.00
BCI580-1399 2 Sided Custom Welcome and age Sign	1	661.00	661.00
BCI046-0053 6' x 12"H StoneBorder Timber	39	87.00	3,393.00
APS-HalfRamp Half Playground Entrance Ramp	1	599.00	599.00
Installation Professional Turn-Key Installation of Playground Equipment	1	22,845.00	22,845.00
Geo Textile Fabric Geo Textile Fabric	1.50	650.00	975.00
Site Work Site Work- Demo and haul off existing equipment.	1	4,200.00	4,200.00

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Wood Fiber Engineered Wood Fiber	140	28.00	3,920.00
Install Wood Installation of Wood Fiber	140	15.00	2,100.00
Freight Freight	1	3,200.00	3,200.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	-6,661.00	-6,661.00
NPPS NPPS Supervision Safety Kit - FREE	1	0.00	0.00
BCIMAIN BCI Burke Maintenance Kit - FREE	1	0.00	0.00
CPIWARR SUPPLEMENTAL WARRANTY: In addition to BCI Burke's non-prorated warranty, Child's Play offers the value added service of 100% free replacement costs on all warranted BCI Burke products installed by Child's Play throughout the duration of the warranty period. The warranted items are shipped directly to Child's Play and installed free of charge by our installation crew. The result is zero out-of-pocket costs to the customer on all warranted BCI Burke products. It is BCI Burke's commitment to a higher quality product, which makes this "Special Supplemental Warranty" possible.	1	0.00	0.00
Install Terms Installation charges, if quoted, are for a "standard" installation unless specifically noted otherwise. Installation charges are due upon completion. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and schedule. Work may or may not be performed in consecutive days. The quote is based on the site being level and with no resilient surfacing (sand, gravel, bark, etc.) being in place. A charge will be assessed to level site or remove resilient surfacing based upon equipment/material costs and man hours required. Any and all permits and any fees associated with the permits are the responsibility of owner/contractor. An additional charge will be required if digging of footing cannot be performed by equipment or if rock conditions are encountered. An amount will be added to the contract price of up to \$2,000 per each additional day. Installation is based upon unrestricted access to site for equipment, i.e., Bobcats, concrete trucks, dump trucks, and miscellaneous work vehicles. Installers are not responsible for damages to irrigation, landscape and utilities. Protection for these items is the responsibility of the owner.	1	0.00	0.00
TOTAL			\$104,692.00

Accepted By

Accepted Date



TO: City Council
DATE: May 23, 2024
ITEM #: 9.B
SUBJECT: Consider approval of complete design, surveying, bidding, and construction management of I369 Utility Relocations. (Public Works)

Recommendation for Action: Approve Design Services task order for KSA

Executive Summary: A continued discussion of the required utility relocations connected to the I369 Interstate project. This will include a discussion of the required engineering and design tasks, costs associated with these tasks and the proposed timeline. There will also be a discussion regarding funding for both the design task orders and the construction projects.

Projected Design Fees per area:

Area A (Bid package 1) -\$410,000 (100% Reimbursible by TxDOT with Utility Agreement)
Area B and C (Bid Package 2) - \$600,000 (35% Reimbursible by TxDOT with Utility Agreement)

Construction Administration Fees per Area:

Area A (Bid package 1) - \$350,000 (100% Reimbursible by TxDOT with Utility Agreement)
Area B and C (Bid Package 2) - \$550,000 (35% Reimbursible by TxDOT with Utility Agreement)

Budget Cost: \$1,900,000 (Complete design, surveying, bidding, and construction management)

Staff Contact: Eric Powell, PE

Attachments: None