

**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 8, 2025
6:00 PM**

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Proclamation declaring National Police Week and Peace Officer Memorial Day.
- B. Proclamation declaring the month of May 2025 as Homeschool Month in Marshall, Texas.
- C. Presentation of the Employee of the Month - May. (Employee Engagement Committee)

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 Items to be Withdrawn From Consent Agenda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 April 24, 2025, Regular Council meeting.
(City Secretary)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Ordinance

- A. **O-25-13** Consider approval of an Ordinance amending Ordinance O-24-19 adopting the FY25 Annual Budget. (Finance)

9. Resolution

- A. **R-25-10** Consider approval of a resolution authorizing the early redemption of certain outstanding obligations of the City of Marshall and other related matters. (Finance)
- B. **R-25-11** Consider approval of a resolution establishing required accounting reserve levels by fund. (Finance)

10. Action Items for City Council Consideration

- A. Consider a Request for a Waiver of Plan Review and Permit Fees Charged by the City in the Amount of \$16,848 for a Development Located at 2518 Cooper St., Marshall, TX for the Construction of Eighteen (18) Duplexes or Thirty-two (32) Units as requested by Kim Olusayna, Owner. (Councilwoman Godfrey & Councilman Morris)
- B. Consider Approval to Create a New Part-time Animal Shelter Receptionist Position Effective May 12th to Provide Assistance in the Operation of the Animal Shelter. (Police)
- C. Consider approval of updates to the Marshall City Council Travel Policy. (Councilmembers Jordan-Anderson, Morris, Godfrey/City Secretary)
- D. Discussion and action concerning the modification requested by AT&T on the AT&T cell site lease located at 3219 Karnack Highway. (City Attorney)
- E. Consider Approval of a City Facility Naming Policy to Define the Process, Policies, Procedures, and Responsibilities Associated with the Naming or Renaming of City facilities in Honor of Individuals or Community Organizations. (Councilwoman Godfrey & Councilman Morris)

11. Discussion and Reports for City Council Consideration and Direction

- A. Discussion by City Council Regarding the Need for a Community Dialogue Concerning the Homeless Population and Availability of Support Services in Marshall. (Council)
- B. Discussion concerning a local company, Done with it Hauling and Removal, and a request to discuss opportunities to provide solid waste services in Marshall. (Councilwoman Godfrey & Mayor Ware)

12. Adjournment

Posted: May 5, 2025
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 8, 2025
ITEM #: 3.A
SUBJECT: Proclamation declaring National Police Week and Peace Officer Memorial Day.

Recommendation for Action: Issue Proclamation

Executive Summary: In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. In 2025 Peace Officer Memorial Day is May 15th.

Focus Area(s):

Budget Cost: None

Staff Contact: Cliff Carruth - Chief of Police

Attachments: 1. Proclamation Police Week 2025

PROCLAMATION



WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and,

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and,

WHEREAS, the members of law enforcement agencies of Marshall and Harrison County, Texas, play an essential role in safeguarding the rights and freedoms of the citizens of Marshall; and,

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their Police Department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and,

WHEREAS, the Police Department of the City of Marshall has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and,

NOW, THEREFORE, we, the City Council of Marshall, Texas call upon all citizens of Marshall and upon all patriotic, civil and educational organizations to observe the week of May 11-17, 2025, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

WE FURTHER call upon all citizens of the City of Marshall to observe May 15, 2025, as Peace Officers Memorial Day to honor those who have lost their lives in the performance of duty. A public ceremony will be held on May 15th at Noon at Memorial City Hall to honor fallen Texas officers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Marshall, Texas to be affixed this 8th day of May.

Amy Ware, Mayor
Marshall City Council





TO: City Council
DATE: May 8, 2025
ITEM #: 3.B
SUBJECT: Proclamation declaring the month of May 2025 as
Homeschool Month in Marshall, Texas.

Recommendation for Action: Presentation of proclamation to Homeschool Community.

Executive Summary: Councilmembers Godfrey and Campbell reached out to staff asking for assistance in highlighting the importance of school choice and to help extend a warm welcome to our home-based education community. A proclamation declaring May 2025 as Homeschool Month in Marshall, Texas was prepared.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. Homeschool Month

PROCLAMATION



Homeschool Month

Whereas, our children are our most valuable resource, and as such, both parents and educators are committed to providing them with a high-quality education that prepares them for lifelong success; and

Whereas, it is essential that parents have the ability to select the educational environment most suited to their children's unique needs. Empowering families through school choice encourages innovation within the education system and lays the foundation for improved outcomes for both students and the broader community; and

Whereas, whether through public, private, charter, virtual, or home-based education, families today have access to a diverse array of high-quality options that support children in reaching their full potential and addressing their individual learning needs; and

Whereas, school choice expands opportunities for the next generation by building upon each student's strengths and equipping them with the tools needed for a bright and prosperous future; and

Whereas, at this time, we encourage all citizens of Marshall, Texas, to explore the diverse educational opportunities available and to consider the many benefits that school choice offers.

Now, Therefore, I, Amy Ware, Mayor of the City of Marshall, Texas, do hereby proclaim the month of May as Homeschool Month in Marshall, Texas.

Presented this 8th day of May 2025.

Dathaniel Campbell, District 3
Marshall City Council





TO: City Council
DATE: May 8, 2025
ITEM #: 3.C
SUBJECT: Presentation of the Employee of the Month - May.
(Employee Engagement Committee)

Recommendation for Action:

Executive Summary:

Focus Area(s):

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: May 8, 2025
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the April 24, 2025, Regular Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the April 24, 2025, Regular Council meeting.

Executive Summary: Minutes from the April 24, 2025, Regular Council meeting.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 4-24-25 Minutes

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Members
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Amanda Abraham, District 6
Micah Fenton, District 7

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
April 24, 2025
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 06:01 PM.

PRESENT:

Mayor and Council Members:

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

ADMINISTRATIVE STAFF PRESENT:

Melissa Vossmer, City Manager
Scott Rectenwald, City Attorney
Randy Pritchard, Support Services Director
Nikki Smith, City Secretary/Payroll Accountant
Reggie Cooper, Planning & Development Director
Marina Garcia-Heredia, Parks & Recreation Director
Anna Lane, Community & Neighborhood Services Director
Alex Agnor, Economic Development & Strategic Initiatives Director
Cliff Carruth, Police Chief
David Rainwater, Fire Chief

2. Invocation and Pledges

Mayor Ware

3. Citizen Comments

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to

fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.

There were no citizen comments.

4. Items to be Withdrawn From Consent Agenda

Item 5D was withdrawn from the Consent Agenda.

5. Consent Agenda

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Councilmember Godfrey made a motion to approve the Consent Agenda.

Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- A. Consider approval of the minutes from the April 10, 2025, Regular Council meeting. (City Secretary)
- B. Consider approval of an agreement with Dr. Jeffrey McWilliams for Physician Director Services for the Emergency Medical Services System for a total annual cost of \$18,000. (Fire)
- C. Consider approval of an Interlocal Agreement with Harrison County for Animal Shelter Services. (Finance)

6. Consideration of Items Withdrawn From the Consent Agenda

- D. Consider approval of the Harris County Interlocal Agreement - TxWarn Radio System. (Support Services)
Councilmember Abraham stated her reasons for withdrawing this item. Councilmember Abraham asked if the Agreement committed the City to any amount.

Randy Pritchard, Support Services Director, stated it was the standard agreement and any work done would be billed by invoice based on the fee schedule.

Councilmember Abraham asked for clarification regarding various areas in the agreement, such as quotes, charges for radios on a monthly basis, and paying Harris County based on the number of units used.

Scott Rectenwald, City Attorney, said he was in court and unable to review the questions and edits and would review them to better understand the financial implications.

Mayor Ware asked if the price was for set-up, and then we would know how much.

Councilmember Campbell asked if we have a fee schedule to provide for Harris County

if both sides are providing services to each other.

Councilmember Godfrey made a motion to table considering approval of the Harris County Interlocal Agreement - TxWarn Radio System and to bring it back at a future meeting. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

7. Action Items for City Council Consideration

- A. Consider approval of updates to the Marshall Public Library Circulation Policy to include a fine-free initiative on all library materials. (Community & Neighborhood Services) Terri Nalls, Library Director, provided the mission and vision of the library. Terri Nalls stated the last time the circulation policy was updated was 2006, and it was in need of updating terminology and reviewing guest access to computers. Research has also been done on fine free libraries and found those libraries have higher return rates. Fines are not effective in having books returned on time, which is evident from research, and the library has 719 blocked accounts due to fines being owed.

Councilmember Campbell asked to offer the fine-free initiative on a trial basis to see if it would bring books and people back to the library. Councilmember Campbell also asked how the initiative would be advertised. The methods would be social media, newsletters and in-person communication.

Councilmember Abraham asked how much revenue the fines produced each year, which is about \$2,500.

Councilmember Campbell suggested a report be presented to see how the initiative is going in 8 weeks, which Councilmember Abraham suggested being a longer period of six months.

Councilmember Godfrey made a motion to approve updates to the Marshall Public Library Circulation Policy to include a fine-free initiative on all library materials. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- B. Consider approval and authorization for the Mayor to execute a Contract with Strategic Government Resources (SGR) for Interim Services in Support of the Finance Department in the Preparation of the FY26 Budget. (City Manager)
Melissa Vossmer, City Manager, asked the Council to approve the Mayor to authorize a contract with Strategic Government Resources (SGR) for a full-time Interim Budget Manager. The cost of this contract is \$80 per hour, with SGR receiving 30% and Julie Richards, Interim Budget Manager, receiving 70%. Melissa Vossmer stated the work would be done predominantly online and if the contract was approved she could start in the middle of next week.

Councilmember Jordan-Anderson asked Melissa Vossmer to explain the process of hiring for this position, having the Mayor execute the contract, and why the Council was approving this contract if the City Manager would normally be the one hiring the Finance Director without Council approval.

Melissa Vossmer stated this process was different from hiring a full-time employee given that this is a contract.

It was discussed that this position is to assist the Finance Department due to staff shortages. This contract is for an Interim Budget Manager and the City is still advertising for a Finance Director.

Councilmember Abraham made a motion to approve, and authorized the Mayor to execute, a Contract with Strategic Government Resources (SGR) for Interim Services in Support of the Finance Department in the Preparation of the FY26 Budget. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

- C. Consider approval of updates to the Marshall City Council Travel Policy. (Councilmembers Jordan-Anderson, Morris, Godfrey/City Secretary)

Nikki Smith, City Secretary, presented a timeline of meetings held by the Travel Committee and provided a summary of changes made to the Council Travel Policy.

Mayor Ware asked for the language in the second paragraph of the General section to be amended to better reflect a Councilmember not using the conference and training funds between the timeframe of when the election is ordered and Election Day, unless the Councilmember seeking re-election does not draw an opponent once the filing deadline has ended.

Councilmember Abraham asked about funds not being utilized going to other council members instead of the General Fund, and why those funds wouldn't be redistributed to the council. Melissa Vossmer explained the funding for the conference and training budget would be discussed during the budget process, so Council could decide at that time whether to keep the amount the same, increase it or decrease it. Councilmember Abraham stated she understood and was comfortable leaving the language as it is presented.

Councilmember Campbell asked about the Exceptions section and requested the language be updated. The Council discussed what language they would like to include, and it was determined to update the section by providing examples of extraordinary circumstances and removing the language regarding the best interest of the City.

Councilmember Jordan-Anderson asked if the policy could be approved pending the changes, which other councilmembers and the City Secretary stated they would prefer to have the corrections made and then bring the policy back before the Council.

Councilmember Godfrey made a motion to table considering approval of updates to the Marshall City Council Travel Policy. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

- D. Consider approval of a Change Order to PSI. (Support Services)

Randy Pritchard stated the original contract with PSI was approved on December 14, 2024, at a cost of \$12,755,964 for work on the Convention Center roof and air conditions and the new water meter project. Change Order #1 was approved on October 24, 2024, at a cost of \$121,762 for foundation repair and plumbing exploration. Randy Pritchard asked for approval of Change Order #2 at a cost of \$69,871 to replace

the 6" sprinkler pipe from the lower flange of the existing riser, installation of a double check backflow preventer, and replace the piping of the existing riser and deteriorated underground pipes outside the wall but not beyond the existing sidewalk.

Councilmember Abraham stated the amounts didn't quite add up to the total on the contract and asked for those numbers to be verified.

Councilmember Abraham made a motion to approve a Change Order to PSI in the amount of \$69,871, with verification that the amount in the contract is correct. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

8. Discussion and Reports for City Council Consideration and Direction

- A. Presentation of the 2024 Marshall Public Library Annual Report submitted to the Texas State Library and Archives Commission. (Community & Neighborhood Services)
Terri Nalls provided information regarding the Library Annual Accreditation Report for 2024. This report included the mission and vision of the Library, 2024 statistics including items such as the service population of 63,384, patron visits totaling 65,881, and many other items required for accreditation. Terri Nalls also provided information regarding the various collections offered at the library, including books in print, ebooks, audiobooks, DVDs, databases and a Library of Things which includes items like 3 ukuleles and a seed library. The programs for 2024 include programs for kids, teens, and adults, with the teen and adult programs seeing an increase in attendance. The library has been accredited for 35 years.

Councilmember Jordan-Anderson asked how the staff went about gaining an increase in teen attendance. One of the new employees was tasked with increasing teen interest and that goal has been met.

Councilmember Campbell asked if the storytime program would be held again in the summer. The program will be held again, and the program calendar for the upcoming events is anticipated to be released May 27th.

- B. Presentation by the Carver CPR Providing an Overview and Discussion of Potential Partnerships with USA Netball and the City of Marshall. (Councilman Morris and City Manager)
Melissa Vossmer introduced this item stating a letter was received to meet with representatives of USA Netball because they are looking for a home for netball. The City has not made a commitment at this time, but there is an interest to see what opportunities are available for a possible partnership for revitalization and economic development.

Dr. Henryett Lovely Porter, Founder and CEO of Carver Community Pathways to Revitalization, a 501C3 organization in Marshall, Texas, provided information regarding the goals of Carver CPR, including revitalization of communities within Harrison County, preserving the facility, providing healthy living resources, and possibly providing a home for USA Netball.

Dr. Porter spoke regarding partnering with the City to create a home for USA Netball,

which would bring people in to stay in the local hotels, and eat at the restaurants. Dr. Porter stated bringing USA Netball would align with the Carver CPR slogan: "Where There's a Need, There's a Way!"

Councilmember Morris thanked Dr. Porter for bringing this item forward and providing some history of the game of Netball. Councilmember Morris stated he is excited about the opportunities this could bring.

Councilmember Godfrey asked how Dr. Porter became interested in the school in Karnack, which Dr. Porter explained she not only attended the school, but also was a teacher and principal there.

Councilmember Jordan-Anderson stated she appreciated the work done on the building, that it was like rebuilding history. She asked Dr. Porter to elaborate on Netball, which Dr. Porter did, stating it was like basketball without the accommodations such as dribbling and a backboard. Dr. Porter stated the players can only hold the ball for three seconds, which creates a lot of energy. Dr. Porter also stated that men and women participate in the sport in over 80 countries.

C. Discussion of the Need to Initiate a Charter Review and Provide Direction.
(Councilwoman Godfrey & Councilman Morris)

Councilmember Godfrey stated she asked for this item to be on the agenda because Section 12.08 of the Charter states the Council shall, at intervals not to exceed five years, formally consider the need for revision(s) to the Charter.

Mayor Ware stated she was involved in the Charter revision process in 2020 and provided information regarding the framework of the revision and rewriting of the Charter. Mayor Ware also stated there are many pieces of legislation pending that will affect cities, and she feels it would be best to have a May election for any Charter revision instead of trying to hold an election in November. Waiting until May will also allow time to review the Charter for possible revisions, allow the budget process to be completed and to find out the results of the pending legislation.

Melissa Vossmer stated waiting until May would allow for time to review and get an idea of the impact of the changes, such as changing the fiscal year from January through December to October through September. This change would affect the audit, have an effect on Wonderland of Lights, cash flow, and carryovers.

Councilmember Godfrey stated she agreed with waiting until after the November election to see what the State says and then place the Charter revisions on the May 2026 ballot.

Councilmember Godfrey also asked for the typos to be corrected in the Charter per Section 12.09, and brought back to Council for approval.

9. Executive Session

Councilmember Godfrey made a motion to convene in Executive Session.

Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0. The time was 8:00 PM.

- A. An executive session pursuant to Texas Govt. Code Section 551.071 to consult with the City Attorney to seek advice on pending or contemplated litigation and on 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: Contracts for Park Improvements.

The Council reconvened from the Executive Session. The time was 9:10 PM.

10. Adjournment

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

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: May 8, 2025
ITEM #: 8.A
SUBJECT: **O-25-13** Consider approval of an Ordinance amending Ordinance O-24-19 adopting the FY25 Annual Budget. (Finance)

Recommendation for Action: Staff recommends approval of the attached ordinance amending the FY25 annual budget to recognize previously unanticipated revenue, authorize corresponding expenditures, and approve the use of fund balance in the Hotel Occupancy Tax Fund (HOT), the Water & Wastewater Utility Fund, the Capital Improvement Fund, and the Debt Service Fund.

Executive Summary:

This executive summary outlines the proposed use of available fund balances to support critical expenditures and financial strategies that enhance City operations, infrastructure, and fiscal responsibility:

1. Repair & Maintenance of Buildings - Airport Park

The restrooms and concession stand at Airport Park are in need of general repairs to address issues with the plumbing and fire suppression system. These improvements are necessary to maintain a safe and functional facility for public use. Repairs will be partially funded using **unanticipated rebate revenue** recently received in the amount of **\$26,291**.

2. Fire Riser Repair – Convention Center

Emergency repairs were required to the Convention Center's fire riser system to maintain compliance with life safety codes, address underlying foundation issues, and ensure the ongoing functionality of the facility. The total cost of the repair was **\$69,871**. It is recommended that this expense be funded from the **Hotel Occupancy Tax (HOT) Fund** balance.

3. Hazard Mitigation Grant Match – Generator Purchase

The City has been awarded a Hazard Mitigation Grant to purchase a generator for the Convention Center, significantly improving the facility's emergency response capabilities. A **10% local match in the amount of \$81,000** is required to secure the grant, and it is recommended that this match be funded from the **HOT Fund** balance.

4. Carryover Purchase – Ford F-550 Sewer Wash Truck

The purchase of a Ford F-550 sewer wash truck was approved in the FY24 budget for the Water & Wastewater Utility, but the acquisition could not be completed due to production delays. This item was inadvertently omitted from the initial carryover process. The total cost of the truck is **\$189,608**, and it is now recommended that the purchase be funded using the available **Water & Wastewater Utility Fund** balance to fulfill the originally authorized capital need and support ongoing utility maintenance operations.

5. Early Redemption – 2019 Tax Note

To reduce long-term interest costs and improve overall debt management, staff recommend using **\$72,000** from the **Debt Service Fund** balance to facilitate the early redemption of the 2019 Tax Note. This proactive financial decision reflects the City's commitment to responsible fiscal stewardship by accelerating debt repayment, generating interest savings, and creating capacity for upcoming capital improvement projects (CIP).

6. Capital Improvement - Data Processing

Aging technology infrastructure has led to reduced performance and increased maintenance demands. Key components related to data processing require repair, replacement, or upgrades to

sustain operational efficiency, reliability, and security. The project's total cost of **\$150,000** is recommended to be funded from the **Capital Improvement Fund balance**.

Each of these actions reflects a strategic use of available fund balances to support essential services, improve infrastructure, and reinforce prudent financial planning—without impacting the current-year operational budget.

Focus Area(s):

Budget Cost: General Fund - \$ 26,291
Hotel Occupancy Tax Fund (HOT) - \$ 150,871
Water & Wastewater Utility - \$ 189,608
Debt Service Fund - \$ 72,000
Capital Improvement Fund - \$ 150,000

Staff Contact: Kristina Hamilton, Interim Finance Director

Attachments: 1. 2025 Budget Amendment - 2025-05-08

ORDINANCE NO. O-25-13

**AN ORDINANCE AMENDING ORDINANCE NO. 0-24-19 TO AMEND THE
2025 ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS**

WHEREAS, on September 26, 2024 the City of Marshall, Texas passed Ordinance No. O-24-19 adopting the 2025 annual budget; and

WHEREAS, the City of Marshall, Texas desires to amend the FY2025 annual budget to provide funding for projects initiated in FY2024 but not fully completed, to utilize available fund balances for critical infrastructure repairs, capital purchases, grant match requirements, and debt service expenditures that were not included in the original budget, and to recognize revenue not originally anticipated, and to allow for the corresponding expense;

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

The appropriations for the fiscal year beginning January 1, 2025 and ending December 31, 2025 be amended to provide funds needed for unanticipated expenses:

<u>FUND 1 - GENERAL FUND</u>	
Rebate Revenue	\$ (26,291)
Repair & Maintenance - Buildings	\$ 26,291
<u>FUND 3 - HOTEL OCCUPANCY TAX FUND</u>	
Use of Fund Balance	\$ (150,871)
Machinery & Equipment	\$ 81,000
Repair & Maintenance of Buildings	\$ 69,871
<u>FUND 40 - WATER & SEWER FUND</u>	
Use of Fund Balance	\$ (189,608)
Other Machinery & Equipment	\$ 189,608
<u>FUND 62 - DEBT SERVICE</u>	
Use of Fund Balance	\$ (72,000)
Principal Payment	\$ 72,000
<u>FUND 67 - CAPITAL IMPROVEMENT PLAN</u>	
Use of Fund Balance	\$ (150,000)
Capital Improvements	\$ 150,000

Vote:

PASSED, APPROVED, AND ADOPTED this 8th day of May, 2025.

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: May 8, 2025
ITEM #: 9.A
SUBJECT: **R-25-10** Consider approval of a resolution authorizing the early redemption of certain outstanding obligations of the City of Marshall and other related matters. (Finance)

Recommendation for Action: Staff recommends approval of a resolution authorizing the early redemption of the City's 2016 General Obligation Refunding Bonds and 2019 Tax Note.

Executive Summary:

As part of its ongoing commitment to sound financial stewardship, the City of Marshall is taking strategic action to reduce debt and enhance its capacity for future capital investment.

Item 9A on the agenda proposes approval of a resolution authorizing the early redemption of certain outstanding obligations of the City of Marshall. Calling bonds early is a fiscally responsible strategy that provides significant financial benefits. By retiring outstanding debt ahead of schedule, the City reduces overall interest payments—resulting in direct savings for the City. Additionally, early bond redemption creates capacity within the existing Interest & Sinking (I&S) tax rate, allowing the City to issue new debt for future Capital Improvement Projects (CIP) without increasing the tax burden.

To that end, the City intends to call two prior debt issuances: the 2016 General Obligation Refunding Bonds, originally scheduled to mature in 2027, and the 2019 Tax Note, scheduled to mature in 2026. This action is made possible through the strategic use of available fund balance approved in the FY25 budget. This proactive financial decision strengthens the City's long-term fiscal outlook while supporting continued investment in critical infrastructure.

Focus Area(s):

Budget Cost:

2016 General Obligation Refunding Bonds		
Original Maturity Date	Principal Amount Outstanding	Principal Amount Being Redeemed
06/15/2026	\$ 425,000	\$ 425,000
06/15/2027	\$ 445,000	\$ 445,000
	\$ 870,000	\$ 870,000

2019 Tax Note		
Original Maturity Date	Principal Amount Outstanding	Principal Amount Being Redeemed
08/15/2025	\$ 127,000	\$ 127,000
08/15/2026	\$130,000	\$ 130,000

	\$ 257,000	\$ 257,000
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Staff Contact: Kristina Hamilton, Interim Finance Director

Attachments: 1. Debt Redemption Resolution

RESOLUTION AUTHORIZING THE EARLY REDEMPTION OF CERTAIN
OUTSTANDING OBLIGATIONS OF THE CITY OF MARSHALL AND OTHER RELATED
MATTERS

WHEREAS, the City of Marshall, Texas (the “City”) has duly issued and there is now outstanding the following series of debt, secured by ad valorem taxes, revenues or a combination of such ad valorem taxes and revenues:

City of Marshall, Texas General Obligation Refunding Bonds, Series 2016, dated April 15, 2016, currently outstanding in the aggregate principal amount of \$1,275,000 (the “2016 Bonds”); and

City of Marshall, Texas Limited Tax Note, Series 2019, dated August 15, 2019, currently outstanding in the aggregate principal amount of \$257,000 (the “2019 Note”);

WHEREAS, the City Council (the “City Council”) of the City deems it to be in the best interest of the City to use lawfully available funds to retire the Redeemed Obligations (described below) prior to their maturity on June 24, 2025, which will save the City’s taxpayers by reducing the City’s future principal and interest payments on such debt;

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

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

Section 1. The City hereby calls for redemption the below 2016 Redeemed Obligations and 2019 Redeemed Obligations (collectively, the “Redeemed Obligations”), on June 24, 2025 (the “Redemption Date”):

<u>2016 Redeemed Obligations</u>		
<u>Original Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Redeemed</u>
6/15/2026	\$425,000	\$425,000
6/15/2027	\$445,000	\$445,000
	<u>\$870,000</u>	<u>\$870,000</u>

<u>2019 Redeemed Obligations</u>		
<u>Original Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Redeemed</u>
08/15/2025	\$127,000	\$127,000
08/15/2026	\$130,000	\$130,000
	<u>\$257,000</u>	<u>\$257,000</u>

Section 2. On or before June 24, 2025, the City shall deposit with or make available to Zions Bancorporation, N.A. (the "2019 Note Paying Agent/Registrar"), funds in an amount sufficient to pay the redemption price of the 2019 Redeemed Obligations called for redemption. On or before June 24, 2025, the City shall deposit with or make available to Regions Bank (the "2016 Bonds Paying Agent/Registrar"), funds in an amount sufficient to pay the redemption price of the 2016 Redeemed Obligations called for redemption.

Section 3. The Redeemed Obligations so called for redemption shall be presented for redemption and payment to their respective 2016 Bonds Paying Agent/Registrar and 2019 Note Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The notice of redemption shall be mailed by the respective 2016 Bonds Paying Agent/Registrar and 2019 Note Paying Agent/Registrar in accordance with the ordinances authorizing the respective 2016 Redeemed Obligations and 2019 Redeemed Obligations.

Section 4. The City Manager and Finance Director are hereby authorized to transfer lawfully available City funds as necessary to redeem the Redeemed Obligations.

Section 5. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS, this 8th day of May, 2025.

Mayor

ATTEST:

City Secretary



TO: City Council
DATE: May 8, 2025
ITEM #: 9.B
SUBJECT: **R-25-11** Consider approval of a resolution establishing required accounting reserve levels by fund. (Finance)

Recommendation for Action: Staff recommends adoption of the resolution establishing a formal policy requiring a minimum reserve level equivalent to 90 days of operating expenditures for the City's major operational and enterprise funds.

Executive Summary:

To support the City of Marshall's commitment to long-term financial sustainability and effective risk management, staff recommend the establishment of formal reserve requirements for all major operational and enterprise funds. Specifically, staff propose adopting a minimum reserve level equivalent to **90 days of operating expenditures** for the following funds:

- General Fund
- Water & Wastewater Utility Fund
- Municipal Drainage Utility Fund
- Hotel Occupancy Tax Fund

This reserve policy will help ensure each fund maintains sufficient liquidity to manage unforeseen revenue shortfalls, emergency expenditures, and cash flow timing delays—ultimately safeguarding the City's ability to maintain uninterrupted services.

This recommendation aligns with the **Government Finance Officers Association (GFOA) Best Practice** on *Fund Balance Guidelines for the General Fund*, which advises maintaining at least the equivalent of two months of operating expenditures. Given the City's operational structure and potential exposure to financial volatility, a 90-day reserve represents a prudent and responsible threshold.

Importantly, maintaining a 90-day reserve will not adversely affect the City's bond rating. Credit rating agencies typically view robust reserves as indicators of strong financial stewardship and resilience, which can strengthen the City's credit profile and support favorable borrowing terms.

Formalizing reserve levels by fund promotes transparency, reinforces fiscal discipline, and enhances the City's ability to respond effectively to economic uncertainties, natural disasters, or other unforeseen events. The adoption of this policy demonstrates the City's continued commitment to sound, proactive financial management.

Focus Area(s):

Budget Cost: N/A

Staff Contact: Kristina Hamilton, Interim Finance Director

Attachments:

1. Fund Balance Resolution - Redlined Version
2. R-25-11 Fund Balance Resolution

RESOLUTION R-02--25-10

ACCOUNTING AND BUDGETING POLICY RESOLUTION A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS, ESTABLISHING POLICIES REGARDING RESERVE LEVELS, BUDGETARY PROCEDURES, AND FINANCIAL INTEGRITY.

WHEREAS, it is essential to provide adequate funding for maintaining essential governmental services and infrastructure while ensuring the future fiscal integrity of the City of Marshall; and

As a matter of policy of the City Commission, in order to provide for, adequately fund and maintain essential governmental services and infrastructures, and to insure the future fiscal and financial integrity of the City of Marshall;

WHEREAS, the City Council of the City of Marshall desires to establish clear and consistent policies regarding the management of the City's finances to maintain the long-term financial stability and resilience of the City; and to insure the policy procedures followed in accounting for and administering the City's finances are clear and not subject to question;

WHEREAS, the City of Marshall is committed to sound fiscal management practices in compliance with Generally Accepted Accounting Principles (GAAP), the statutory requirements of the Texas Local Government Code, and the City Charter;

NOW, THEREFORE, BE IT RESOLVED THAT:

1) Reserve Levels

The City shall establish and maintain a reserve equivalent to 90-days of operating expenditures for the following funds:

- a. General Fund
- b. Water & Wastewater Utility Fund
- c. Municipal Drainage Utility Fund
- d. Hotel Occupancy Tax Fund

This reserve will ensure each fund maintains adequate liquidity to manage unforeseen revenue shortfalls, emergency expenditures, and cash flow timing delays, thereby protecting the City's ability to maintain uninterrupted services.

1) The City staff in implementing its accounting, and budgetary procedures, shall comply fully with Generally Accepted Accounting Principles, the statutory requirements of the Texas Local Government Code, and the City Charter.

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Commented [KH1]: Moved up, 3rd whereas clause

2) Budget Balance and Reserve Fund Growth

2. The goal is that all future budgets adopted by the City should balance between anticipated revenues, and expenditures for each ensuing year. A reasonable dollar amount is to be established and held in an operating reserve, beginning with a 90-day reserve and adjusted annually and which shall not be less than two months of operating expenditures increased annually for the next ten years until three months of operating expenditures is achieved, based on prior years budgeted expenditures. Only in the case of an emergency shall the ~~corpus of the~~ reserve fund be used ~~invaded~~, and in such instances, the reserve fund shall be replenished as soon as possible.

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3) Accurate Budget Line Items

3. The City staff shall establish guidelines setting forth financial priorities, which are to be followed when adverse financial circumstances and shortfalls require reduction in expenditures. Such guideline and priorities shall insure that essential governmental services, such as public safety, emergency medical, fire and police protection, water treatment, delivery, and sewer services and maintenance, public works and streets are the last to be reduced, with nonessential services being the first to receive reduction.

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4. Future budget line items must accurately reflect and describe the true character, nature, and purpose of the expenditure, ensuring transparency and clarity in the City's financial planning.

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4) Cost-Effective Budgeting

5. All departments must be budgeted in keeping with the most efficient and cost-effective use of allocated funds, equipment, and human resources required to accomplish their respective purpose.

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5) Fixed Asset Inventory System

6. The City ~~has~~ shall begin and implement a fixed asset inventory system that accurately reflects and tracks all property and equipment owned by the City. Ensuring proper management of City assets must be done on an annual basis.

7. A reasonable amount of any future year increases in ad valorem tax revenues generated over and above those amounts received for the current 2002 year, shall annually be set aside in a special fund, for the funding of maintenance and improvements to streets and other infrastructure needs supported by the general fund.

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8. ~~_____ A reasonable amount of any funds that can be identified in the general fund, through efficiencies and economizing of operations, shall annually be set aside in a special fund, for the purpose of funding maintenance and improvements to streets and other infrastructure needs supported by the general fund.~~

PASSED, APPROVED, AND ADOPTED this day of _____, 2002.

AYES:

NOES:

ABSTAINED:

ATTEST:

APPROVED:

BE IT FURTHER RESOLVED THAT: The City's financial practices and reserve policies will continue to align with the best practices set forth by the Government Finance Officers Association (GFOA), ensuring fiscal integrity and the City's long-term financial health.

Vote:

PASSED, APPROVED, AND ADOPTED this 24th day of April, 2025, by the City Council of the City of Marshall, Texas.

MAYOR OF THE CITY COUNCIL

OF THE CITY OF MARSHALL, TEXAS

ATTEST:

CITY SECRETARY

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RESOLUTION R-25-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS,
ESTABLISHING POLICIES REGARDING RESERVE LEVELS, BUDGETARY
PROCEDURES, AND FINANCIAL INTEGRITY.**

WHEREAS, it is essential to provide adequate funding for maintaining essential governmental services and infrastructure while ensuring the future fiscal integrity of the City of Marshall; and

WHEREAS, the City Council of the City of Marshall desires to establish clear and consistent policies regarding the management of the City's finances to maintain the long-term financial stability and resilience of the City; and

WHEREAS, the City of Marshall is committed to sound fiscal management practices in compliance with Generally Accepted Accounting Principles (GAAP), the statutory requirements of the Texas Local Government Code, and the City Charter;

NOW, THEREFORE, BE IT RESOLVED THAT:

1) Reserve Levels

The City shall establish and maintain a reserve equivalent to 90-days of operating expenditures for the following funds:

- a. General Fund
- b. Water & Wastewater Utility Fund
- c. Municipal Drainage Utility Fund
- d. Hotel Occupancy Tax Fund

This reserve will ensure each fund maintains adequate liquidity to manage unforeseen revenue shortfalls, emergency expenditures, and cash flow timing delays, thereby protecting the City's ability to maintain uninterrupted services.

2) Budget Balance and Reserve Fund Growth

The goal is that all future budgets adopted by the City should balance between anticipated revenues, and expenditures for each ensuing year. A reasonable dollar amount is to be established and held in an operating reserve, beginning with a 90-day reserve and adjusted annually based on prior years budgeted expenditures. Only in the case of an emergency shall the reserve fund be used, and in such instances, the reserve fund shall be replenished as soon as possible.

3) Accurate Budget Line Items

Future budget line items must accurately reflect and describe the true character, nature, and purpose of the expenditure, ensuring transparency and clarity in the City's financial

planning.

4) Cost-Effective Budgeting

All departments must be budgeted in keeping with the most efficient and cost- effective use of allocated funds, equipment, and human resources required to accomplish their respective purpose.

5) Fixed Asset Inventory System

The City has implemented a fixed asset inventory system that reflects and tracks property and equipment owned by the City. Ensuring proper management of City assets must be done on an annual basis.

BE IT FURTHER RESOLVED THAT: The City’s financial practices and reserve policies will continue to align with the best practices set forth by the Government Finance Officers Association (GFOA), ensuring fiscal integrity and the City’s long-term financial health.

Vote:

PASSED, APPROVED, AND ADOPTED this 8th day of May, 2025, by the City Council of the City of Marshall, Texas.

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

ATTEST:

CITY SECRETARY



TO: City Council
DATE: May 8, 2025
ITEM #: 10.A
SUBJECT: Consider a Request for a Waiver of Plan Review and Permit Fees Charged by the City in the Amount of \$16,848 for a Development Located at 2518 Cooper St., Marshall, TX for the Construction of Eighteen (18) Duplexes or Thirty-two (32) Units as requested by Kim Olusayna, Owner.
(Councilwoman Godfrey & Councilman Morris)

Recommendation for Action: The City does not have a policy providing guidance on when a waiver of any type of fee may be granted for this purpose. Given the absence of a policy and the setting of a precedent without such a policy, the staff do not recommend waiving the \$16,848 for Plan Review and Permit Fees at this time.

Executive Summary: This item is on the agenda in response to a request from Ms. Kim Olusayna, owner of property located at 2518 Cooper St. Ms. Olusayna is developing the property with a total of eighteen duplexes or thirty-two housing units. This is Ms. Olusayna's second housing development in Marshall, having completed the Harvest Creek Apartments at Hwy. 80 and Park Place in 2023. For that development Ms. Olusayna paid \$70,094.25 in fees for an apartment complex which did have some moderate income-level apartments.

The development of the property at 2518 Cooper St. required a more substantial investment for infrastructure. It should be noted that bringing in water and sewer as well as the development of roads is the responsibility of the Developer, who, in this case, is Ms. Olusayna. Per the attached letter, Ms. Olusayna is asking for the waiver due to the housing being primarily affordable housing and states "Each unit rental rate will not exceed 30% of the occupant's gross income, including utilities, and will be included on the Section 8 Housing Choice Voucher Program. Lastly, the development "will stimulate the local economy, reduce homelessness and evictions, and ultimately strengthen the well-being of individuals and the broader community."

The Staff certainly support the development of affordable housing. Staff support the development of a Council policy providing guidance on when waivers can be considered or applied. The Staff also believe that the development of this housing would not have been initiated in Marshall if there wasn't a market for this housing and that there will be a positive return on the investment to Ms. Olusayna.

If appropriate, Council could direct Staff to develop a policy that would identify the circumstances and guidelines for considering a waiver to fees in the future.

Focus Area(s):

Budget Cost: None at this time based on Staff's recommendation.

Staff Contact: Melissa Byrne Vossmer, City Manager
Eric Powell, Public Works Director

Attachments:

1. Duplex Development on Cooper - Fees
2. Permit Waiver Request Letter - Kim Olusanya

Plan Review \$ 5,616

Permit \$ 11,232



401 S. Alamo St., Marshall, TX
PO Box 698, Marshall, TX 75671
P: (903) 935-4455
Fax: (903) 935-4409

Commercial / Multi Family Permit Application

Permit #:	8901
Plans Provided	Yes
Date Submitted:	2/2/15
Date Approved: FD	PZ
BI	

TAS Review # _____

(Projects over \$50,000.00 must obtain Texas Accessibility Standards Permit Number)

THIS APPLICATION IS FOR A COMMERCIAL OR MULTIPLE BUILDINGS

Incomplete application and/or submittal will delay the review process.

THREE FULL SETS OF PLANS ARE REQUIRED TO BE SUBMITTED

Approved Provider for dumpster use is mandatory, a \$2,000.00 daily fine will result for violation of ordinance Sec 14-4.

☐ New	☐ Commercial ☐ Tenant Finish Out	☐ Remodel	☒ Multi Family ☐ Addition	☐ Shell
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Job Address: 2518 Cooper Street, Marshall, TX

Property Legal Description: Subdivision: Blalock

Lot: 1 & 4 Block: 3 Lot Size: 9.719 % of bldg coverage on lot: 9%

Description of work: Duplex development (16 structures, 32 units) Total Valuation of Work \$ TBD

Use of building: Duplex Zoning: Multifamily

Construction Type N/A Occupancy Classification N/A

Total Square footage of Building: 2,340 per structure Number of stories: Remodel Sq ft: 0

Square feet per floor: 1st 2,340 2nd 0 3rd 0 Number of units: 2 per duplex

Bedrooms: 3 # Bathrooms: 2 Garage sq. ft.: 0 Patio / Porch sq. ft.: 384 per structure

Contact person: ☒ Applicant ☐ Property Owner ☐ Contractor ☐ Tenant

Name of applicant: Grant Cox, PE Phone: 903-931-2947

Email: grant@craftoncox.com, travis@craftoncox.com

Property Owner

Name: Kim Olusanya Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Contractor

Name: TBD Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Fax: _____ E-mail: _____

Electric

Name: TBD Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Valuation of Work \$ _____

Plumbing

Name: TBD Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Valuation of Work \$ _____

Mechanical

Valuation of Work \$ _____

Name TBD Phone _____

Address _____ City _____ State _____ Zip _____

All property must be properly platted, zoned and all required public improvements installed before a building permit may be issued.

- ✓ **Approved provider for dumpster use is mandatory, a \$2,000.00 daily fine will result for violation of ordinance Sec 14-4.**

Applicant / Agent Name (PRINT) GRANT COX

Applicant / Agent Signature  Date 2/20/25

Has an asbestos survey been performed? ☒ NO ☐ YES
☐ I hereby certify that an asbestos survey has been done in accordance with the Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) for the area(s) being renovated and/or demolished.

Choose the method of compliance used for plan:

- ☐ Simplified Prescriptive Approach (fill out remainder of form) **New Construction Only.**
☐ Performance Testing Participation in an approved Energy Program. Name of Program (attach copy of report)
☐ Component Performance Approach (attach COM check report, including envelope, lighting and mechanical compliance report)

Kim Olusanya, Business Director and Developer
Charter Hospitality, INC
214-718-5227 Email: kim.olusanya@yahoo.comDate

Mrs. Melissa Vossmer
City Manager
City of Marshall, TX
citymanager@marshalltexas.net

Dear Mrs. Melissa Vossmer:

We respectfully request that the City of Marshall waive the \$16,848 permit fees for the new affordable housing development project on Cooper Drive, which serves the community's best interest. Our project introduces new affordable housing that will contribute to the city's economic stability, improve health outcomes, and enhance children's educational opportunities. Our plan will develop 16 duplexes, which will equal 32 units. Each unit rental rate will not exceed 30% of the occupant's gross income, including utilities, and will be included on the Section 8 Housing Choice Voucher Program. Lastly, the development will stimulate the local economy, reduce homelessness and evictions, and ultimately strengthen the well-being of individuals and the broader community.

For individuals, affordable housing means that individuals and families can allocate more of their income to essentials like food, healthcare, education, and savings. Stable, affordable housing also improves health outcomes by reducing stress, improving mental health, and providing a safer environment, especially for children and seniors. A stable home gives people a sense of pride and security, improving their overall quality of life.

For the community, residents with more disposable income contribute to local businesses and services, boosting the local economy. Affordable housing is also a direct tool for preventing homelessness and reducing the strain on emergency services. Affordable housing allows essential workers such as teachers, nurses, and service employees to live in the communities they serve.

Lastly, we have a proven success rate in Marshall. Our previous and existing housing development on Park Drive in Marshall, TX, is successful and well-maintained, and it continues to generate additional tax income for the City of Marshall.

Sincerely,

Kim Olusanya, Business Director and Developer

Enclosure



TO: City Council
DATE: May 8, 2025
ITEM #: 10.B
SUBJECT: Consider Approval to Create a New Part-time Animal Shelter Receptionist Position Effective May 12th to Provide Assistance in the Operation of the Animal Shelter. (Police)

Recommendation for Action: Approve the request to create a part-time Receptionist for the Animal Shelter facility effective May 12th.

Executive Summary: On a number of different occasions, information has been shared with the City Council concerning the need for additional staff at the Animal Shelter, specifically someone to help with the reception duties at the Animal Shelter. These duties are answering the phones, accepting animals, processing adoptions, answering questions etc. A full-time position is not feasible from a budgetary standpoint. Council increased staffing by one full-time position in the summer of 2024 by approving another Animal Control Officer.

However, the customer service efforts of the existing employees are not sufficient. In a recent report I shared with you a number of actions we were going to take to begin to address. These were as follows:

1. Work to create a position description and for a part-time person or 19 hours a week to work the front desk. The position would help with adoptions and allow us to be open to the public more than we are at this time. This part-time position is not in the budget. Funds are available in the Police Dept. to fund this position through the end of the fiscal year. I will be bringing it to the Council at the May 8th meeting and including it in the FY26 Budget recommendations.
2. We are working with IT, so Helen has access to the voice mails and will be responsible for listening to messages twice a day and providing them to Justin. The City Manager's Office will be working with Animal Control and Police to improve our customer service.
3. We will be working with IT to get the Animal Control Officers' phones so while they are out in the field, they can take calls for service and respond to residents.

This agenda item addresses number one above. Item number two has been completed, as has item number three.

Staff hear Council loud and clear about the importance of improving our customer service. We have work to do but also believe we are making some headway. The thought being that the approval of this part-time position will assist us in improving our customer service at the Animal Shelter Facility. We also believe by having someone available we may see more adoptions. This is a part-time position not to exceed 19 hours a week.

Focus Area(s):

Budget Cost: As stated, the position is part-time not to exceed 19 hours / week. The rate of hourly pay will be from the range of \$15.38 - \$16.33 and will be dependent on

qualifications. There are adequate funds available in the Police Budget. If approved, the position will be included in the FY2026 Budget.

Staff Contact: Chief Carruth

Attachments: 1. Proposed Animal Shelter Part Time Reception

Job Title: Part-Time Animal Shelter Receptionist

Location: Marshall Pet Adoption Center 2502 E Travis St. Marshall TX

Hours: 20 hours/week, including weekends – Hours will vary

Pay: Group 10 (I would start in the middle since we will save on benefits) \$15.38 – \$16.33
DOQE

Job Summary:

Marshall Pet Adoption Center is seeking a compassionate, organized, and customer-service-oriented individual to join our team as a Part-Time Receptionist. As the first point of contact for visitors and callers, you will play a key role in creating a welcoming and helpful environment for animals, adopters, volunteers, and donors.

Responsibilities:

- Greet visitors and provide information about adoption procedures, animal care, and shelter services
- Answer phone calls, respond to emails, and direct inquiries to appropriate staff
- Schedule appointments for adoptions, surrenders, and veterinary care
- Process adoption applications and payments
- Maintain accurate and up-to-date records in our shelter management system
- Assist with filing, data entry, and other administrative tasks
- Monitor the front desk area and ensure a clean and organized workspace
- Support shelter events and volunteer coordination as needed

Qualifications:

- High school diploma or equivalent
- Previous experience in customer service or administrative work preferred
- Strong communication and interpersonal skills
- Ability to multitask in a fast-paced environment
- Basic computer proficiency (Microsoft Office, email, data entry)
- Passion for animal welfare and a commitment to the shelter's mission
- Must be comfortable around animals of all sizes and temperaments

Physical Requirements:

- Ability to sit, stand, and walk for extended periods
- Occasionally lift up to 25 lbs.
- Work in an environment that may include noise, odors, and animal hair



TO: City Council
DATE: May 8, 2025
ITEM #: 10.C
SUBJECT: Consider approval of updates to the Marshall City Council Travel Policy. (Councilmembers Jordan-Anderson, Morris, Godfrey/City Secretary)

Recommendation for Action: Requesting approval of amendments, updates, and additions to the Marshall City Council Travel Policy.

Executive Summary: The City Council created a Council Travel Policy Committee at the January 13, 2025 Special-Called meeting. This committee consisted of Councilmembers Jordan-Anderson, Morris and Godfrey.

The Travel Committee met with City Staff on numerous occasions to discuss amendments, updates, and additions to the Policy for the City Council to consider.

The Travel Committee presented the policy at the April 24, 2025, Council meeting and was provided feedback from the Council.

The requested changes were made and the updated policy is attached for review and approval.

Focus Area(s):

Budget Cost: TBD

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 2025 Council Travel Policy Amendment

**City Council Travel Policy City
of Marshall, Texas**

**Adopted by the Marshall City Council on May 8,
2025**

Scope and Purpose:

It is desirable to establish standard guidelines, provide uniformity, and establish proper accounting procedures for approved travel expenditures. The procedures outlined in this policy apply to Council members who are traveling to attend meetings, conferences, seminars, training sessions, or otherwise incur traveling expenses in the interest of the City.

General:

If, for any reason, the Council feels that it is necessary to increase the budget for conference & training, the increase must be approved by the City Council in a properly posted meeting.

In cases where a Council member has to step down and/or a new Council member is elected in a district, the new Council member may select conferences which he/she wishes to attend. During election years, if seeking re-election, no conferences may be attended and no conference & training funds may be used from the time the election is ordered until Election Day. If a Council member is unopposed when filing closes he/she may then use the conference and training funds.

Any Council member attending a conference, seminar, or similar event is expected to provide a brief written report to the City Secretary. This written report will be distributed to all Council members so that all may benefit from the learning experience. If a Council member wants to provide an oral report, he/she will inform the City Secretary, who will ask for a second Council member to approve placement of the report on an upcoming agenda.

During the budget meetings each year, the City Secretary shall provide a list of the conferences & training that Council members may attend. Each Council member shall note the conferences & training they want to attend, so the budget can reflect those funds.

To effect equitable utilization of the conference & training budget, each Council member will be allocated a set amount of funds from the conference & training budget. Any funds not utilized will not be available by use of other Council members. It is the responsibility of each Council member to ensure that they do not exceed their budget allocation. No expense will be reimbursed which exceeds the individual Council member's allocation of the conference & training budget.

The City Secretary will handle conference registrations and make airline/rail reservations and lodging reservations for Council members. If a Council member chooses to make his/her own arrangements, the City will reimburse these expenses in compliance with this policy upon presentation of a receipt.

Council members attending a conference, seminar, or similar event are encouraged to inform their emergency contact of their plans, and provide the City Manager or the City Secretary with contact information for their emergency contact. In the event of an emergency situation, the City will notify the Council member's designated contact.

Transportation:

Air/rail fare will be paid at actual cost for the most economical means of travel, typically coach fare.

Fares for taxis, Uber, Lyft, or other required means of transportation to travel to and from the airport/train depot, conference sessions, and meals that are not included in the conference package will be reimbursed at actual cost. Receipts must be presented.

Rental vehicles may be used when a Council member travels by air/rail and subsequent ground transportation is necessary, provided that the rental vehicle is less expensive and/or more time-efficient than taxis, Ubers, Lyft, or other available means of transportation. Expenses for rental vehicles will be reimbursed at the actual cost upon presentation of a receipt.

If circumstances are found to exist or timing of travel is a consideration, travel to and from a destination will be paid based on the lower cost method of traveling by either plane, rail, or personal vehicle. In comparing the cost of travel by air/rail versus travel by a personal vehicle, the City will only pay for the less expensive method to travel to and from the destination. If a Council member chooses to utilize the more expensive method of transportation to travel to and from a destination, the Council member must pay the difference between the less expensive method and the more expensive method of transportation.

Lodging:

Lodging will be paid at actual cost. A receipt for lodging must be provided upon return from the trip. The City will not pay for room service, in-room movies, in-room video games, in-room mini-bars, bar tabs incurred at the hotel, food tabs incurred at the hotel restaurant, or similar expenses incurred at the hotel. Laundry expense for one outfit will be considered only if the clothing was soiled as the result of an unexpected incident/accident during the trip.

If Council members elect to travel by air, rail, or vehicle, to and from a conference or meeting that is more than a business day from Marshall, the City will pay for overnight lodging while traveling to and from the conference or meeting.

Meals and Incidental Expenses:

The City will reimburse Council members at the currently approved IRS Federal per diem rates applicable to the destination site. The approved IRS Federal per diem rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>, or the Council member may contact the Finance Department for the latest approved rate. On the day of travel departure, if the departure originates after 2 PM, per diem will be paid at 1/3 the

rate. On the day of travel return, if the return completes before 2 PM, per diem will be paid at 1/3 the rate. If travel arrangements due to distance or timing of flights are such that travel to and/or from the destination must occur the day before and/or the day after the conference or meeting, the City will pay the per diem expense for one day before and/or one day after a conference or meeting. This per diem rate is to cover meals and incidental expenses. If a Council member receives a per diem in advance, but is unable to attend the event, arrives at the event late, or leaves the event early for any reason, the per diem advanced for the days not present at the conference must be paid back.

Registration Fees:

Conference registrations will be paid at actual cost. Council members must specify to the City Secretary any ticketed events for a conference, such as banquets and mobile workshops that are to be included in their conference registration. The City will not pay for entertainment events; e.g., golf tournaments, sports events, theatrical productions, museum tours, etc., that are mentioned in the conference information as optional for conference attendees.

The City Secretary will try to make early registration to defray late registration costs; and will try to register Council members at conference hotels or hotels within close proximity of the conference hotel.

Expense Accounting and Reimbursement:

Council members must complete expense reports for all travel, or provide receipts to the City Secretary.

Parking will be reimbursed at the actual cost upon presentation of receipts.

Advances:

Advances for anticipated travel expenses should be requested at least fifteen (15) working days prior to the expected departure date. The request should be forwarded to the Finance Department by the City Manager or his designee at least fifteen (15) working days prior to the expected departure date. Earlier requests are encouraged, however, advance checks will not be provided to Council members earlier than five (5) days prior to departure.

Prohibited Items:

The City of Marshall will not pay any travel or conference expenses, including hotel and per diem, for spouses, family members, or traveling companions. If there are additional fees for a guest, the Council member will pay the fees from his/her personal funds.

Exceptions:

Exceptions to this policy will only be made in extraordinary circumstances; e.g., breakdowns, travel delays, acts of God, acts of terrorism, etc. The City Manager or his/her designee will make such determinations.

Prior Policies and Effective Date:

This travel policy is intended to replace and supersede all existing and previous policies or memorandums related to traveling expenses incurred by Council members. This policy is effective for trips made on or after May 8, 2025.

Approved on this the _____ day of _____, 2025.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: May 8, 2025
ITEM #: 10.D
SUBJECT: Discussion and action concerning the modification requested by AT&T on the AT&T cell site lease located at 3219 Karnack Highway. (City Attorney)

Recommendation for Action: Requesting approval of modifications requested.

Executive Summary: Please see attached memo.

Focus Area(s):

Budget Cost:

Staff Contact: Scott Rectenwald, City Attorney

Attachments: 1. AT&T Cell Site Memorandum

MEMORANDUM

Date: May 1, 2025

To: City Council

From: Scott Rectenwald

Re: Requested modification of AT&T cell site lease located at 3219 Karnack Highway.

Discussion:

AT&T leases a cell site located at 3219 Karnack Highway from the City pursuant to that Option and Site Lease dated May 20, 2014 (Exhibit 1 included with this memorandum). Recently AT&T sent a request to modify the lease (Exhibit 2) offering several different options, including long term exclusive easements for large lump sum payments, or modification by reducing the existing lease payments by AT&T. Because of problems with prior City agreements granting long term easements, staff requested that AT&T provide what they propose with regard to option 3, and AT&T has delivered the "First Amendment to Option and Structure Lease Agreement" (attached hereto as Exhibit 3).

The First Amendment does a couple things - The original lease has rent set at \$2000 per month which increases by 15% every five years during an extension term. The amendment proposes to reduce the rent to \$1900 and reduce the extension term adjustments to 10%

I queried the AT&T representative, John Lockhart, about why AT&T has requested a modification, and why we would want to agree to a reduction in rent, and his response was this:

"Now, as for why AT&T is requesting a reduction has to do with advancements in technology. The fact of the matter is, technology in the telecom industry has advanced faster than anyone had expected, and carriers no longer have a need for as many sites as they used to, mainly due to small cell and satellite technology. That being said, AT&T still has a need for some large Macro cell sites such as this one, but are only willing to keep around the ones that make sense economically. And as I am sure you are aware, AT&T does have the ability to terminate the lease with 60 days notice. My hope is to prevent that from happening, and get the site to a place economically that AT&T can continue to operate there for the long term."

The implication is that AT&T would need to terminate its lease for economic reasons if we can not agree to a modification

Exhibit 1

Market: Central Region / North Texas
Cell Site Number: DX2982
Cell Site Name: Karnack Hwy / Baffo Rd
Fixed Asset Number: 12773700

OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by City of Marshall, Texas, having a mailing address of 605 East End Blvd, Marshall, TX 75670 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 3219 Karnack Highway, Marshall, Texas 75672, in the County of Harrison, State of Texas (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the “**Option**”) to lease a portion of the Property consisting of:

(i) approximately 900 square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (i) and (ii) is the “**Equipment Space**”);

(iii) that certain space on the building’s rooftop and/or façades, as generally depicted on **Exhibit 1** annexed hereto and made a part hereof, where Tenant shall have the right to install its antennas and other equipment (collectively, the “**Antenna Space**”); and

(iv) those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord’s Property. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “**Premises**.”

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits,

approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand and No/100 Dollars (\$2,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional Two Thousand and No/100 Dollars (\$2,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes without limitation the remainder of the Structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's

approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described in **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at the Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be fifteen percent (15%) higher than the Rent paid in the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Two Thousand and No/100 Dollars (\$2,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices,

summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Such interference shall be deemed a material breach, Landlord shall provide notice to Tenant and Tenant shall be responsible for terminating said interference. In the event any such interference does not cease within 72 hours, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any rights that it may have at law or in equity, to bring action to enjoin such interference and/or to terminate this Lease within a 45 day cure period. Landlord makes no warranty or representation, express or implied that the airspace used by Tenant will be free of electronic or other interference.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent allowed by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice

of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property while owned by Landlord, has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree, to the extent allowed by law, to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal

or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. Landlord reserves the right to temporarily deny Tenant's Access to the Premises due to exigent circumstances that may be encountered by Landlord in its capacity as a governmental entity i.e., the carrying out of emergency duties in connection with police and fire activities and other public safety activities, etc., but only to the extent necessary and not to exceed twenty-four (24) hours.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms

provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power, fiber, and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

(d) The Landlord reserves the right, at any time, to perform any type of maintenance and/or repair on the Property; provided however, except in emergency situations, if any maintenance and/or repair work will substantially affect Tenant's permitted uses of the Premises, Landlord will use its best efforts to provide Tenant with at least six (6) months prior written notice of the intended repair and/or maintenance work, along with a schedule showing dates and duration of such repair and/or maintenance work. Landlord shall also provide Tenant with the opportunity, at Tenant's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facilities generally, to protect them from damage. Tenant shall be permitted to install temporary facilities necessary to keep its Communication Facilities operational, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. If any temporary facilities are installed as a result of this paragraph, Tenant shall remove said temporary facilities immediately upon Landlord's completion of any maintenance and/or repair work.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may assign or sublease this Lease, in whole or in part, without Landlord's consent, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity that acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Tenant may not otherwise assign or sublease this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: DX2982; Cell Site Name: Karnack Hwy / Baffo Rd (TX)
Fixed Asset No: 12773700
575 Morosgo Dr. NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: DX2982; Cell Site Name: Karnack Hwy / Baffo Rd (TX)
Fixed Asset No: 12773700
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Marshall, Texas
605 East End Blvd
Marshall, TX 75670
Attn: J.C. Hughes, Public Works Director

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorated basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole

determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the

valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: DX2982; Cell Site Name: Karnack Hwy / Baffo Rd (TX)
Fixed Asset No: 12773700
575 Morosgo Dr. NE
Suite 13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill

- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and

agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord’s name or address.

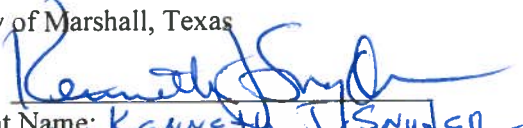
(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Marshall, Texas

By: 

Print Name: Kenneth J. Snyder

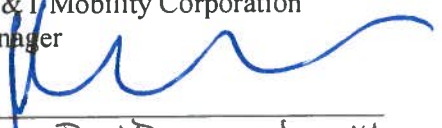
Its: City Manager

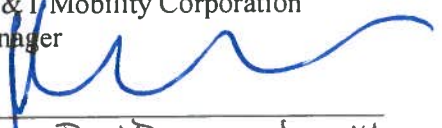
Date: 7/16/14

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager 

By: 

Print Name: Paul Baumgardner III

Its: Area Manager RE3C

Date: 5/20/14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On the 20 day of May, 2014, before me personally appeared Paul S. Baumgardner, III, and acknowledged under oath that he/she is the Area Manager RE&C, NTX Network Ops of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathleen Meza
Notary Public: Kathleen Meza
My Commission Expires: 2-21-18

LANDLORD ACKNOWLEDGMENT

STATE OF Texas)
) ss:
COUNTY OF Harrison)

I CERTIFY that on July 16, 2014, Kenneth J. Snyder [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the City Manager [title] of the City of Marshall, Texas, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.



Laurie Thompson
Notary Public: Laurie Thompson
My Commission Expires: March 14, 2015

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Structure Agreement dated July 16, 2014, by and between City of Marshall, Texas, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

TRACT ONE:

All that certain lot, tract or parcel of land situated in Harrison County, Texas, about 2 miles Northeast from the Courthouse in the City of Marshall, being a part of the JAMES HARRIS SURVEY, A-12, (in conflict with the Thomas Iden Survey, A-354),

Being within the Corporate Limits of the City of Marshall, and being more particularly described as follows:

BEGINNING at an iron pin in the North margin of the Lower Marshall and Port Caddo Road and at William Prestons Southeast corner;

THENCE North 5 1/2 East, along Prestons East boundary line, 228 varas, an iron pin at said Prestons Northeast corner;

THENCE East, along my North boundary line of, 150 varas, an iron pin in my boundary line;
Thence South 19 East, 238 1/2 varas, an iron pin in the North margin of said Port Caddo Road;

THENCE West, along said road, 250 varas, to the Place of Beginning, containing 8 acres of land, more or less.

TRACT TWO:

All that certain lot, tract or parcel of land situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall, about 2 miles Northeast from the Courthouse in the City of Marshall, being a part of the JAMES HARRIS SURVEY, A-12, (in conflict with the Thomas Iden Survey, A354), and being more particularly described as follows:

BEGINNING at an iron pin in the North margin of the Lower Marshall and Port Caddo Road and being the Southeast corner of a lot sold by S.H. Ellis
to the said Winzy Graves;

THENCE South 19 deg. East, 238 varas, an iron pin on said Marshall and Port Caddo Road;

THENCE West, 37 1/2 varas, to the Place of Beginning, containing 1 1/2 acres of land, more or less



- Page 61 of 114

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]



CITY OF

Marshall

P.O. Box 698

Texas 75671-0698

www.marshalltexas.net

Mayor & City
Commission
(903) 935-4421

City Manager
(903) 935-4418

Assistant
City Manager
(903) 935-4419

City Secretary
(903) 935-4450

Engineering
(903) 935-4401

Event Facilities
(903) 935-4423

Finance
(903) 935-4445

Fire Chief
(903) 935-4580

Human Resources
(903) 935-4425

Library
(903) 935-4465

Parks and
Recreation
(903) 935-4470

Planning and
Community
Development
(903) 935-4459

Police Chief
(903) 935-4520

Public Works
(903) 935-4485

Purchasing
(903) 935-4423

Water/Waste
Water Utilities
(903) 935-4485

July 15, 2014

Building Staff/Security Staff
Landlord, Lessee, Licensee
P. O. Box 698
Marshall, Texas 75671

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

J.C. HUGHES
PUBLIC SERVICES DIR.

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

*Crafton Communications
1870 Crown Drive, Suite 1500
Dallas, TX 75234*

Return to:

*Crafton Communications
1870 Crown Drive, Suite 1500
Dallas, TX 75234*

Cell Site #: DX2982
Cell Site Name: Karnack Hwy / Baffo Rd
Fixed Asset #: 12773700
State: Texas
County: Harrison

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 16TH day of June, 2014, by and between City of Marshall, Texas, having a mailing address of 605 East End Blvd., Marshall, TX 75670 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the 16TH day of June, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Marshall, Texas

By:

Name:

Its:

Date:


KENNETH SNYDER
City Manager
7/16/14

"TENANT"

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation

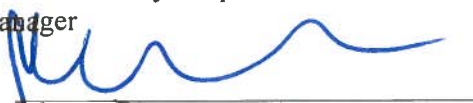
Its: Manager

By:

Name:

Its:

Date:


Paul Baumgardner III
Area Manager RE3C
5/20/14

TENANT ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On the 20 day of May, 2014, before me personally appeared Paul S. Baumgardner, III, and acknowledged under oath that he/she is the Area Manager RE&C, NTX Network Ops of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathleen Meza
Notary Public: Kathleen Meza
My Commission Expires: 2-21-18

LANDLORD ACKNOWLEDGMENT

STATE OF Texas }

COUNTY OF Harrison }

I CERTIFY that on July 16, 2014, Kenneth J. Snyder [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the City Manager [title] of the City of Marshall, Texas, the municipal corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Laurie Thompson
Notary Public: Laurie Thompson
My Commission Expires: March 14, 2015



EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated July 16, 2014, by and between City of Marshall, Texas, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property owned by Landlord is legally described as follows:

TRACT ONE:

All that certain lot, tract or parcel of land situated in Harrison County, Texas, about 2 miles Northeast from the Courthouse in the City of Marshall, being a part of the JAMES HARRIS SURVEY, A-12, (in conflict with the Thomas Iden Survey, A-354),

Being within the Corporate Limits of the City of Marshall, and being more particularly described as follows:

BEGINNING at an iron pin in the North margin of the Lower Marshall and Port Caddo Road and at William Prestons Southeast corner;

THENCE North 5 1/2 East, along Prestons East boundary line, 228 varas, an iron pin at said Prestons Northeast corner;

THENCE East, along my North boundary line of, 150 varas, an iron pin in my boundary line;
Thence South 19 East, 238 1/2 varas, an iron pin in the North margin of said Port Caddo Road;

THENCE West, along said road, 250 varas, to the Place of Beginning, containing 8 acres of land, more or less.

TRACT TWO:

All that certain lot, tract or parcel of land situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall, about 2 miles Northeast from the Courthouse in the City of Marshall, being a part of the JAMES HARRIS SURVEY, A-12, (in conflict with the Thomas Iden Survey, A354), and being more particularly described as follows:

BEGINNING at an iron pin in the North margin of the Lower Marshall and Port Caddo Road and being the Southeast corner of a lot sold by S.H. Ellis
to the said Winzy Graves;

THENCE South 19 deg. East, 238 varas, an iron pin on said Marshall and Port Caddo Road;

THENCE West, 37 1/2 varas, to the Place of Beginning, containing 1 1/2 acres of land, more or less



**MD7**

April 1, 2025

Re: Communications Facility located at 3219 Karnack Highway, Marshall, TX 75672

Contract #: 170817 / FA#: 12773700

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with MD7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Eliminating Risk and Increasing Value

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with MD7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Criteria for Cellular Site Retention/Rent Guarantee Period**Option 1:**

- Lump Sum Payment Option: Provide a one-time lump sum payment of **\$490,000.00**. In return, you will grant a ninety-nine (99) year easement on your property and assign the lease rights and rental income under your lease with AT&T to MD7 or an affiliate of MD7.

Option 2:

- Lump Sum Payment Option: Provide a one-time lump sum payment of **\$475,000.00**. In return, you will grant a fifty (50) year easement on your property and assign the lease rights and rental income under your lease with AT&T to MD7 or an affiliate of MD7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

Option 3:

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **\$1,900.00** per month, commencing **April 1, 2025**
- **10%** rent increase every 5 years, commencing **June 1, 2030**
- Extension of Lease through **May 31, 2050**

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

- Termination

“In addition to any rights that may exist in the Agreement, Tenant may terminate the Agreement at any time with thirty (30) days prior written notice to Landlord for any or no reason.”

- Right of First Refusal

“Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this paragraph, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this paragraph. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this paragraph with respect to any future proposed conveyances as described herein.”

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to **January 5, 2024**.

Thank you for your consideration.

Sincerely,

Gregory D. Ohmer



Director-Network Planning, AT&T Mobility



cc:

MD7

John Lockhart

Lease Consultant

d: (469) 854-0313

a: 950 W Bethany Dr., Suite 700
Allen, TX 75013

e: jlockhart@md7.com

Authorized Agent for AT&T Mobility

Exhibit 3

Market: N. TX
Cell Site Number: DX2982
Cell Site Name: KARNACK HWY / BAFFO RD
Fixed Asset Number: 12773700

FIRST AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between City of Marshall, Texas, having a mailing address at 605 East End Boulevard South, Marshall, TX 75670 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into an Option and Structure Lease Agreement dated July 16, 2014, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3219 Karnack Highway, Marshall, TX 75672 (the “**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the Term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on June 1, 2020, shall expire on May 31, 2025 (“**Current Term**”), and commencing on June 1, 2025, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extension Term. The Term will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

2. **Modification of Rent.** Commencing on April 1, 2025, the current Rent payable under the Agreement shall be One Thousand Nine Hundred and No/100 Dollars (\$1,900.00) per month (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on June 1, 2030, Rent shall increase by ten percent (10%) and at the beginning of each Extension Term, as applicable.

4. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant’s Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant’s Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: DX2982; Cell Site Name: KARNACK HWY / BAFFO RD (TX)
Fixed Asset #: 12773700
208 Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at powell.eric@marshalltexas.net; and
- b) To Landlord’s Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Marshall, Texas
605 East End Boulevard South
Marshall, TX 75670

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord at:

City of Marshall, Texas
Attn: Public Works Director
605 East End Boulevard South
Marshall, TX 75670

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

1. Right of First Refusal. Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 6, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section 6. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 6 with respect to any future proposed conveyances as described herein.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:
City of Marshall, Texas

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [NOT FOR EXECUTION]

By: [NOT FOR EXECUTION]

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **City of Marshall, Texas**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

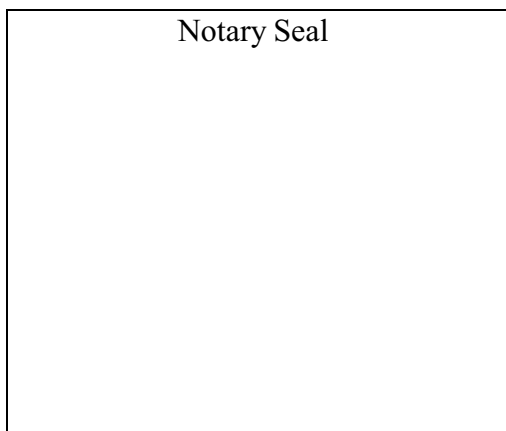
My appointment expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of **AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____



TO: City Council
DATE: May 8, 2025
ITEM #: 10.E
SUBJECT: Consider Approval of a City Facility Naming Policy to Define the Process, Policies, Procedures, and Responsibilities Associated with the Naming or Renaming of City facilities in Honor of Individuals or Community Organizations. (Councilwoman Godfrey & Councilman Morris)

Recommendation for Action: Approve the Proposed City Facility Naming Policy for City Facilities, Parks and Streets.

Executive Summary: The discussion concerning the need for a City Facility Naming Policy was initiated in 2023. At that time, it was not able to move forward as an agenda item. Councilwoman Godfrey and Councilman Morris have asked for the proposed policy, copy attached, to be included on the May 8th City Council agenda, as it would be beneficial for the City to have such a policy.

This proposed City Facility Naming Policy, modeled after the City of Houston, addresses how city facilities, parks and streets will be named if new or renaming existing facilities. The City does not currently have such a policy.

Focus Area(s):

Budget Cost: The budget's impact will be on a case-by-case basis. If an existing facility, park or street, costs would be incurred for the change of signage, possibly letterhead etc. New facilities, parks or streets would have associated costs as part of the project.

Staff Contact: Melissa Byrne Vossmer, City Manager

Attachments: 1. City of Marshall - City Facility Naming Policy



City Facility Naming Policy

Risa Jordan-Anderson, District 1

Leo Morris, District 2

Dathaniel Campbell, District 3

Amy Ware, District 4 (Mayor)

Reba Godfrey, District 5

Amanda Abraham, District 6 (Mayor Pro-Tem)

Micah Fenton, District 7

Adopted May 8, 2025



1. PURPOSE

1.1 To define the process, policies, procedures, and responsibilities associated with the naming or renaming of City facilities in honor of individuals or community organizations.

2. OBJECTIVE

2.1 To establish a systematic and consistent approach for the official naming of City facilities.

2.2 To establish a policy that considers community tradition and continuity of name, while utilizing established criteria that emphasize geography, local history, community values and character, civics, and service to the City of Marshall in the naming or renaming of municipal facilities.

3. SCOPE

3.1 All City of Marshall property, including but not limited to park facilities, library facilities, and streets.

4. DEFINITIONS

4.1 "City facilities" are those that house employees or are otherwise used to conduct city business or serve city function.

4.2 "Owning department" is the City department responsible for operation, maintenance and oversight of the facility.

4.3 "Naming request proposal" includes original request, supporting documentation, public comment, and owning department's evaluation and recommendation.

4.4 "Park sites" are City-owned parks, open-space and trail areas. Park sites include developed and undeveloped park areas and designated open-space areas.

5. RESPONSIBILITIES

5.1 The requesting entity will submit in writing to the City Secretary, the naming request proposal with supporting information necessary to demonstrate that criteria outlined below have been met.

5.2 Those submitting a naming request proposal should show how the proposed



name is consistent with the criteria stated in this policy.

5.3 When naming after a person or persons, the naming request will describe the contributions to the City.

5.4 The owning department will review appropriate documentation and evaluate the request against the applicable criteria.

5.4.1 City staff will review the proposal for adherence to the stated criteria and for authentication of statements relative to contributions and/or service.

5.4.2 If the request is incomplete, staff will contact the applicant, in writing, and provide the applicant with the opportunity to resubmit a revised request.

5.4.3 The owning department will offer the opportunity for public input on the proposed naming/renaming request through public notice of at least 30 days, and will notify the recognized Neighborhood Association of the proposal when the completed request is received.

5.4.4 Comments will be compiled by the owning department and included in the final request package submitted to the City Council.

5.5 The City Manager will review each naming request proposal. The City Manager is required to take naming proposal to full City Council within 90 days of receipt.

5.6 The City Council is responsible for the final approval of the proposed name after consideration in an open meeting and after opportunity for public comment.

6. POLICY

6.1 Requests will not be considered when submitted by an individual or a group for self-nomination. The only exception to this policy is when a significant financial contribution is made and the naming is a condition of a sponsorship or donation.

6.2 The following criteria shall be used in determining the appropriateness of the naming designation:



6.2.1 Geographic location (neighborhood, significant areas, etc.)

6.2.2 Natural features

6.2.3 A person (non-living) or place of historical or cultural significance

6.2.4 A person (non-living), group, or feature particularly identified with the land or facility.

6.3 Additionally, naming of City facilities may be considered if an individual, a family, or a community organization has made exceptional contributions to the City, including one or more of the following:

6.3.1 Demonstrated excellence, courage, or exceptional service to the citizens of the City of Marshall (sustained, continuous public services over a period of 25 years or two-thirds of the person's life span).

6.3.2 Worked to foster equality and reduce discrimination.

6.3.3 Made an outstanding contribution to Marshall.

6.3.4 Made a significant financial contribution to Marshall.

6.3.5 Served the public as an elected official.

6.3.6 Served as a community volunteer.

6.3.7 Risked or given his/her life to save others.

6.4 There must be a well-defined connection associated with the contributions of the individual or community organization and the City facility.

6.5 The significance of the contribution from the individual/ organization needs to be evaluated in terms of the service impact of the City facility.

6.6 Individuals and organizations that have made contributions of regional or community-wide significance may be considered for naming of facilities that serve the



region or community.

6.7 Individuals and organizations that have made contributions of area or neighborhood-wide significance may be considered for naming of facilities that serve areas or neighborhoods within the City.

6.8 Names that are similar to existing parks, properties, or facilities in the City system (or other systems in the region) should not be considered in order to minimize confusion.

6.9 When City property is named for an individual or organization, this action in no way gives the individual, organization, or family members naming rights over other features on the property. Features within the facility or on the property will remain eligible for naming without the consent of the individual, organization, or family members for which the property is currently named.

6.10 Existing Facilities

6.10.1 Requests to rename existing facilities will be received by the City Secretary and directed to the appropriate department for further investigation and evaluation against criteria.

6.10.2 Once all relevant documentation is compiled, the owning department will notify the appropriate entity and post notice of proposed naming changes, allowing 30 days for public comment. Public comment will be incorporated into the naming request proposal.

6.10.3 Once complete, a recommendation will be made to the full City Council.

6.10.4 The City reserves the right to change the name to maintain consistency with these policies. If there is a deed restriction or if the given name is of special historical or geographical significance to the City of Marshall, the property is not eligible for renaming.

6.11 New Facilities

6.11.1 At least 30 days prior to opening a new City facility, the owning



department will propose a name to the City Manager for consideration.

6.11.2 If acceptable, the appropriate agency (i.e., owning department, Board, or Commission) will conduct a public hearing regarding the proposed name, and provide a recommendation for consideration by the City Council.

6.11.3 The naming request proposal, including recommendations, relevant documentation, and public comment, will be summarized for consideration by the City Council.

6.12 Other Considerations

6.12.1 Costs - Evaluate fiscal impacts to the City and affected community. Consider which costs the applicant should bear.

6.12.2 Precedent - Determine whether an action to rename a street might establish a desirable or undesirable precedent.



TO: City Council
DATE: May 8, 2025
ITEM #: 11.A
SUBJECT: Discussion by City Council Regarding the Need for a Community Dialogue Concerning the Homeless Population and Availability of Support Services in Marshall. (Council)

Recommendation for Action:

Executive Summary: Since late Fall, the issue of homelessness in Marshall has been discussed in some form. After discussions with some Council members, I included in your report in April the following:

Community Services: With the ongoing discussion on our homeless challenge and concern about mental health, several Council Members want to be involved in looking for solutions. As these discussions have occurred, I have advocated some sort of community forum to bring providers together and discuss the community response and identify gaps. As Council is aware, the City – other than some CDBG funds to a few agencies – is not a service provider addressing these issues with services or solutions. We don't necessarily have to be, but what the City Council can do is work to convene and sponsor a community dialogue. If Council would like to move in this direction, perhaps the first order of business is identifying what Council members want to actively participate and scheduling a meeting where we can help identify known local service providers – churches, 5013©, government agencies etc. develop an agenda, identify possible dates and begin to look at our community.

The City of Marshall is not a provider of current services. However, members of the City Council could very well be the impetus to initiate a community dialogue. The information gathered and resources identified could be included in the City's newly revised website. The City Council could determine, for instance, based on this community dialogue, that all CDBG funds allowed would be dedicated to this purpose in the coming year to address any gaps identified through this dialogue. By having this, what could be a very comprehensive community dialogue, additional resources can be targeted from a variety of sources.

This item is on the agenda to provide the opportunity for the Council to discuss and determine how this issue will be moved forward.

Focus Area(s):

Budget Cost: None at this time.

Staff Contact: Melissa Byrne Vossmer, City Manager

Attachments: None



TO: City Council
DATE: May 8, 2025
ITEM #: 11.B
SUBJECT: Discussion concerning a local company, Done with it Hauling and Removal, and a request to discuss opportunities to provide solid waste services in Marshall. (Councilwoman Godfrey & Mayor Ware)

Recommendation for Action: None at this time.

Executive Summary: On April 16th, an email was sent to each Councilmember, copy attached, by Melissa and Heath Kelly, owners of Done with it Hauling and Removal, a local business. The nature of the email raised issues and concerns with the existing contract with Republic. A copy of the contract is attached as well.

Due to these concerns, the Kelly's asked for an opportunity to address the City Council. In response, Councilwoman Godfrey and Councilman Morris requested the item be placed on the next agenda for Council discussion.

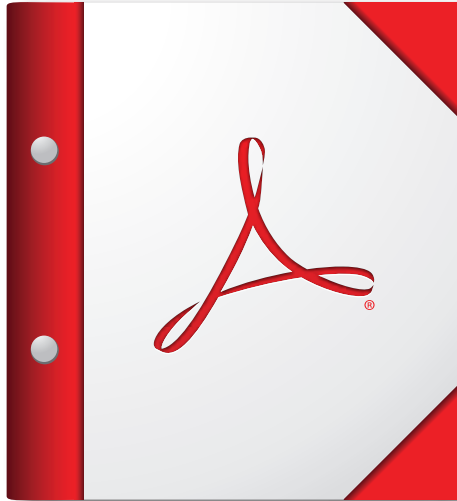
Focus Area(s):

Budget Cost: None at this time.

Staff Contact: Eric Powell, Public Works Director
Melissa Byrne Vossmer, City Manager

Attachments:

1. Fwd_ Urgent Concerns Regarding the Exclusive Waste Management Contract with Republic Services
2. Allied Waste contract
3. Allied Waste contract amendment



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CERTIFICATE OF SECRETARY

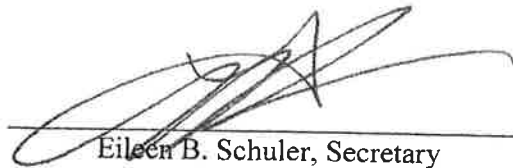
**RELATING TO THE BID OR PROPOSAL
TO PROVIDE SOLID WASTE COLLECTION & DISPOSAL,
AND RECYCLABLE MATERIAL COLLECTION AND PROCESSING
FOR THE CITY OF MARSHALL
IN THE STATE OF TEXAS**

The undersigned, Secretary of **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JAMES MURPHY** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 26th day of March, 2018.


Eileen B. Schuler, Secretary



CITY OF MARSHALL, TEXAS

**SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLING MATERIAL COLLECTION AND PROCESSING
CONTRACT**

CONTRACT (the "Contract"), dated effective as of the 1st day of January, 2019, by and between the City of Marshall, Harrison County, Texas, a municipal corporation of the State of Texas (the "City") and Allied Waste Systems, Inc., a Delaware corporation formerly doing business as Republic Services, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the Contractor submitted a Proposal RFP-2018-1 to the City, dated March 30, 2018 to provide Solid Waste Collection and Disposal, and Recycling Material Collection and Processing, and which was approved by the City Commission on July 12, 2018, and

WHEREAS, the City and Contractor are parties agree to enter into a Contract for services as outlined herein and hereby grants Contractor an exclusive franchise to provide refuse collection and disposal services and residential recycling within the territorial jurisdiction of the City, and

WHEREAS, the RFP-2018-1 and Republic Services, Inc. proposed rates as submitted and as approved by the Marshall City Commission, are expressly incorporated into this Contract, as if set forth verbatim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor hereby agrees as outlined herein to provide all personnel, labor, equipment, trucks, and other equipment and items necessary to provide the services as outlined herein for a period beginning January 01, 2019 and terminating on December 31, 2025, in consideration of the mutual agreements and covenants herein and further agreed as follow:

1. **Definitions.** Except as expressly defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Contract.

2. **Counterparts.** This Contract must be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same

instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

3. Successors and Assigns. This Amendment shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

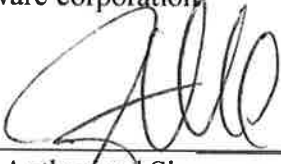
4. Continuing Effect. Except as otherwise amended hereby, all of the terms and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract effective as of the day and year first above written.

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Marshall, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth

CONTRACTOR:

ALLIED WASTE SYSTEMS, INC.,
a Delaware corporation

By: 

Authorized Signature

Name: James Murphy

Title: General Manager

Date Signed: 9-10-18

Local Contact: GENE KEENON

Contact Number: _____

CITY:

CITY OF MARSHALL,
Municipal Corporation of the
State of Texas

By: 

Authorized Signature

Name: Jack Bedmon

Title: Interim City Manager

Dated Signed: 9/14/2018

Local Contact: J.C. HUAZES

Contact Number: 903-503-4503

SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIAL COLLECTION AND PROCESSING

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**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1.00 SCOPE OF WORK

The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection and disposal and recyclable collection and processing. The City currently has approximately 7,750 residential customers billed by the City. The residential waste is fully automated refuse collection and recycling using Contractor supplied 96-gallon rolling carts, to be collected once per week (Monday, or Tuesday, or Thursday, or Friday) at the curbside, with recyclable collection once per week (Wednesday) using Contractor supplied 96-gallon rolling carts. Bulk items will be serviced once per week (Thursday) on a prior call-in and scheduled basis.

The Contract period shall be:

- **Initial** period of seven (7) years, with one possible five (5) year extension. The initial Seven (7) year period is intended to allow Contractor time to recoup the start-up cost of purchasing and initiating rolling cart service for the City; Contractor cost includes purchasing carts currently leased by the City (approximately 993 refuse and 357 recycling carts are currently owned and leased by the City).

Service also includes operating and staffing a Convenience Station operation on Five Notch Road, including furnishing an on-site office, and collection of dumping fees –Monday through Friday 8:00 am until 4:00 pm; and Saturday 8:00 am until noon.

Service also includes operating or providing for an Electronic Recycling Center at Convenience Station operation on Five Notch Road, including oversight of items deposited (only when and if an electronic recycling market is available in East Texas) – Monday through Friday 8:00 am until 4:00 pm; and Saturday 8:00 am until noon.

Service also includes operating or providing for a Recycling Center at Convenience Station operation on Five Notch Road, including oversight of items deposited – Monday through Friday 8:00 am until 4:00 pm; and Saturday 8:00 am until noon.

Scheduled anniversary (start date): January 1, 2019.

Contractor shall remit a monthly franchise fee to the City of Marshall in the amount of 10% of the amount billed by the Contractor for all services.

2.00 EVIDENCE OF INSURANCE

- a) The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this Contract. The City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.
- b) Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from, or in conjunction with, the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The insurance must name the City as additional insured and shall insure the City in the same general terms and the same general effect. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage

shall not relieve Contractor of any contractual responsibility or obligation. The cost of such insurance shall be borne by the Contractor, and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

MINIMUM INSURANCE LIMITS

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$5,000,000	\$5,000,000
Property Damage	\$5,000,000	\$5,000,000
Comprehensive Auto Liability Bodily Injury	\$5,000,000	
Comprehensive Auto Liability-Property Damage	\$5,000,000	

3.00 SECURITY FOR FAITHFUL PERFORMANCE (PERFORMANCE BOND)

- a) The Contractor shall be required to furnish a Performance Bond as security for the faithful performance of the executed Contract. Said Performance Bond must be in an amount of \$250,000 with no lapse in coverage over the term or terms of the Contract.
- b) The Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.
- c) The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

4.00 POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

5.00 CONDITIONS

- a) Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.
- b) It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.
- c) The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to this Contract. The City shall make all such documents available to the Contractors.
- d) Except with respect to events or conditions which are not discoverable, the Contractor shall make his own determination as to conditions; shall assume all risk and responsibility; and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

- e) The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.
- f) Annually, the summary text of the Solid Waste Collection and Disposal Franchise Ordinance shall be published once each week for two (2) consecutive weeks in the official paper of the City, and the expense of such publication shall be borne by the Contractor.

6.00 NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

- a) Contract must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Contract. A corporation shall execute the Contract by its duly authorized officers, in accordance with its corporate by-laws, and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the Contract the names of all persons interested therein.
- b) The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.
- c) If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Contract.

7.00 COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

8.00 DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

9.00 CURBSIDE REFUSE/RECYCLING CONTAINERS

The Contractor will furnish each Residential and hand load Commercial business units with a ROLLING container for Refuse Collection and one for Recyclable Materials at no cost to the City or Resident. Such containers shall be a minimum 96-gallon container with wheels and a lid and of a type that is approved by the City.

10.00 RECYCLING MATERIAL

The Contractor shall provide a single stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. If market conditions develop that limit or inhibit Contractor from marketing some or all of the recycling material, Contractor may suspend or discontinue any or all services relating to the recycling materials or, at the City's option, dispose of the recyclable materials in a landfill and update the rates accordingly.

The following materials shall be included in the recycling program:

- Aluminum cans - rinsed out
- Board Box (cereal, cake mix, cracker boxes and similar)
- Brown paper bags (grocery type)
- Cardboard (non-waxed, non-coated) – broken down
- ~~Unbroken glass bottles – any color~~
- Junk Mail and envelopes - dry
- Magazines and catalogs - dry
- Newspaper and newspaper inserts - dry
- Office and school paper (including color paper) - dry
- Phone books - dry
- Plastic bags (grocery type)
- Plastic bottles and containers - rinsed out
- Plastic Milk Jugs
- Plastics #1 through #7
- Steel and Tin Cans - rinsed out
- Materials may be added or deleted by mutual consent of the City and the Contractor

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill, except under extreme market conditions as outline hereinabove.

The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

11.00 REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period, summarizing tonnage of refuse materials collected and the tonnage of recycle materials collected, and other matters as may be requested by the City.

12.00 TERM – Initial Contract start date is scheduled for January 1st, 2019

The initial term of service shall be seven (7) years from the start date of the Contract, with one (1) five-year renewal option, pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the Contract for an additional five (5) year period, notice must be given, by certified mail, return receipt requested, to the other party in writing not less than thirty (30) days prior to the expiration of the Contract.

13.00 REMUNERATION

Contractor shall bill the City, in compliance with the rate structure set forth in the Contract, at the stated rate for service per household or service unit type per month. The City shall bill the customers, and shall pay the Contractor on a monthly basis. Such remittance shall be delivered by the City to the Contractor by the 10th day of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered. The Contractor must deduct a 10% franchise fee from the monthly billing submitted by the Contractor. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes.

Contractor shall quote rates and fees for commercial and industrial services in compliance with the rate structure set forth in the Contract. The City shall bill the Commercial Units, and shall pay the Contractor on a monthly basis. Such remittance shall be delivered by the City to the Contractor by the 10th day of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered. The Contractor must deduct monthly a 10% franchise fee from the monthly billing submitted by the Contractor. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes.

"Clarification of 10% franchise fee; fee is deducted from Contractor's bill based on their monthly invoice. For example, if the Contractor's residential unit rate billed to the City at \$10.00, the franchise fee of 10% is taken at the point of Contractor's billing and shall be shown as a 10% reduction in the price, resulting in a net invoice cost of \$9.00 (\$10.00 minus 10% = \$9.00 Contractor's net). Contractor needs to be fully aware that the price they place in their Proposal will be reduced by 10% for the franchise fee."

14.00 RATE ADJUSTMENTS

Annual CPI

Any other provision of this Contract notwithstanding, beginning on January 1st, 2019 and continuing on January 1st of each succeeding year during the term of this Contract, the rate schedule and fees charged by Contractor for refuse service in the City (collectively, the "Rates") shall be adjusted plus or minus (+ or -), according to the change in the United States Department of Labor's published Consumer Price Index – All Urban Consumers (Dallas – Fort Worth, TX). Such adjustment shall not exceed 3%, plus or minus (+ or -), annually. The Rates will be adjusted using the most recent March index value compared to the preceding year's March index value. Contractor shall provide City with notice of changes by the June 1st preceding the effective date of the increase.

Rate Adjustment Petition

In addition to the above noted Annual CPI Adjustment allowance, the Contractor may petition the City for rate adjustments occasioned by extraordinary events, on the basis of unusual changes in Contractors cost of operations, including, but not limited to new, amended, or revised laws, ordinances, or regulations of governmental entities; such requests shall not be unreasonably or unduly denied without valid reason(s).



SECTION II:

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top; City does not allow nor accept bagged trash outside the rolling trash or recycling carts.
- 1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units. Also see "Recycling Container."
- 1.03 Bulky Wastes: Stoves, water tanks, washing machines, furniture, construction debris (generated from the Residential Unit only) and other waste materials other than dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for bins or poly carts, as the case may be.
- 1.04 Bundle: Tree, shrub and brush trimmings, or newspapers and magazines, securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 50 lbs. in weight.
- 1.05 City: The City of Marshall
- 1.06 Commercial and Industrial Refuse: All bulky waste, construction debris, garbage, rubbish and stable matter generated by a Customer at a Commercial and Industrial Unit.
- 1.07 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City (not a Residential Unit).
- 1.08 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one cubic yard of refuse per week.
- 1.09 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.10 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of recyclable materials delivered by Contractor.
- 1.11 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.12 Contract Documents: The Request for Proposals, Instruction to Proponents, Contractor's Proposal, General Specifications, Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor.
- 1.13 Contractor: The person, corporation, or partnership performing services under this Contract.
- 1.14 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates refuse.
- 1.15 Dead Animals: Animals or portions thereof, equal to or greater than ten (10) pounds in weight, that have expired from any cause except those slaughtered or killed for human use.

- 1.16 Disposal Site: A refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies; having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse and dead animals.
- 1.17 Franchise Fee: A local use or access fee of 10%, paid by the Contractor to the City, to guarantee to the Contractor the exclusive right to do business or to provide specific services within the City.
- 1.18 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- 1.19 Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency, or appropriate State agency, by or pursuant to Federal or State law; or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, paint, and paint cans.
- 1.20 Landfill: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- 1.21 Poly Cart/Rolling Cart: A wheeled receptacle, with a maximum capacity of 95 gallons, constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Poly cart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.22 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic bottles, aluminum cans, and metal (tin) cans.
- 1.23 Recycling Container: A wheeled receptacle, with a maximum capacity of 96 gallons, constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated curbside collection of recycling commodities, and having a tight fitting lid capable of preventing entrance into the container by small animals. It shall be different in color then the Polycart. The weight of a Recycling container and its contents shall not exceed 175 lbs. Recycling container will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.24 Refuse: Residential refuse and bulky waste, construction debris and stable matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.25 Residential Refuse: All garbage and rubbish generated by a Customer at a Residential Unit.
- 1.26 Residential Unit: A dwelling within the corporate limits of the City, occupied by a person or group of persons, comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall

be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.27 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.
- 1.28 Stable Matter: All manure and other waste matter normally accumulated in or about a stable or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.29 Waste - Compactable: Items that can be crushed under the weight of compaction equipment.
- 1.30 Waste - Non-Compactable: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.31 Waste - Overflow: All garbage generated at a Residential Unit that does not fit inside the Residential Unit's poly cart(s) with the lid(s) closed.
- 1.32 Waste - Unacceptable: Any hazardous waste, toxic substances, infectious waste, medical wastes, or radioactive wastes, each defined by applicable federal, state, or local laws.
- 1.33 Waste - Yard: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

- 2.01 Residential Collection and Residential Recycling: Curbside at the premises of residential accounts held by the City, and served by the Contractor. Refuse collection shall occur a minimum of once weekly with contractor furnished 96-gallon rolling cart service; and recycling service collection shall occur a minimum of once weekly (curbside rolling cart service on Wednesday of each week).

*Disabled household - contractor shall provide a residential unit where occupant(s) are physically disabled or mobility impaired, with backdoor refuse and recycling service, at no extra charge to the City or the resident(s), provided that a disability, impairment, or lack of mobility statement is provided by an attending physician.

**Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

- 2.02 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once per week, or more, to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete or hard surface pad to accommodate equipment. Contractor and customer shall jointly be responsible for determining desired location of dumpsters. Contractor, or the City, will not be responsible for drive or pad damage due to faulty

or insufficient access to the dumpster. If necessary, the City shall make the final determination of acceptable dumpster pads, locations, and screening.

- 2.03 Brush/Bulk Wastes Collection: The Contractor shall provide a special collection service for brush/bulky wastes and/or bundles weekly on Thursdays, to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles – **ON A TWO DAY PRIOR NOTICE CALL-IN BASIS ONLY.**

3.00 COLLECTION OPERATION

- 3.01 Hours of Operation: Residential collection of solid waste and recycling shall NOT begin any earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Commercial service shall NOT begin any earlier than 6:00 a.m. and shall generally not extend beyond 7:00 p.m. No residential collection or commercial service shall be made on Sunday.
- 3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- 3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The Contractor shall be provided route collection maps and container locations.
- 3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday. Contractor, at its sole expense, shall post public notice of an approaching holiday and its revised pick-up schedule with the local media and social media at least three (3) calendar days prior to a holiday.**

- 3.05 Complaints: At a minimum, the customer complaint program provided by the Contractor shall provide that a customer complaint shall be addressed within 24 hours of receipt of such complaint and be promptly resolved. Contractor shall collect any missed pickups of residential refuse the same business day that Contractor is notified by 2:00 p.m. If Contractor is notified after 2:00 p.m., then Contractor shall collect any missed pickups no later than 12:00 p.m. the following business day.

Contractor must maintain a local or toll free phone number for customer complaints and shall be answered between the hours of 8:00 am until 5:00 pm during Contractor's regular working hours.

- 3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped. If any spillage does occur, the Contractor will be responsible for cleaning up the spill or debris within 24 hours to the satisfaction of the City.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. The Contractor will utilize lighter-capacity, single-axle automated collection trucks for those routes identified by the City and Contractor as likely to

be damaged by the use of heavier garbage hauling equipment. The City of Marshall has not previously designated any street or routes that require use of single-axle trucks and does not anticipate a requirement for use of single-axle trucks as part of this RFP process; we do, however, reserve the right to coordinate the use of single-axle trucks with the Contractor to reduce damage to specific routes or roads if the need arises in the future. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first-class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventive maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted, or repainted, as often as necessary to keep them in a neat and sanitary condition.

- 3.07 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary Landfill operated in compliance with rules stipulated by the TCEQ and/or the US-EPA.
- 3.08 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Action Center of the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity. The Contractor shall be compensated for such additional services.
- 3.09 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection. In any case where the owner or tenants have animals at large, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.10 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances, that have not had CFC's removed by a certified technician. Contractor shall also not be obligated to pick up tires, automobile/vehicle batteries, petroleum products, paints and other chemicals, and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.11 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh, not greater than one and one-half (1-1/2) inches; or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

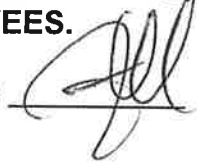
4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits required by law.

5.00 INDEMNITY

CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS FEES ARISING OUT OF ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS INCIDENTAL TO ANY WORK OF THE CONTRACTOR. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT OR ANY OTHER CONDUCT WHATSOEVER OF CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS. THE INDEMNITY HEREIN IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, OR ANY OTHER CONDUCT WHATSOEVER BY THE CITY, ITS OFFICERS AND EMPLOYEES.

Contractor will initial here to acknowledge the above indemnity clause:



6.00 CITY'S REMEDY UNDER PERFORMANCE BOND

In addition to the provisions under Section 13.00, the City shall have as one of its remedies for Contractor's breach of contract or failure to perform under this Contract, the option to make demand under the terms of the Performance Bond. The City shall retain all other legal and equitable remedies.

7.00 ADJUDICATION AND NOTICE PROCEDURES

- a) Contractor must deliver written notice to City within ten (10) days of any act, occurrence or event giving rise to any claim, dispute or controversy between Contractor and City.
- b) Contractor must also deliver within 25 days of any such act, occurrence or event giving rise to any claim, dispute or controversy between Contractor and City, a detailed written specification of such claim, dispute or controversy and the particular alleged damages associated with such claim, dispute or controversy with supporting documentation.
- c) After these notices are made by Contractor, the parties agree to attempt to resolve the claim, dispute or controversy by mediation with a mediator selected by the City. Mediation shall occur within 30 days of the 25-day notice, and the costs of mediation will be shared equally by the parties.
- d) Strict adherence to these adjudication and notice requirements shall be a condition precedent to Contractor filing suit for any cause of action which has as its basis any such act, occurrence or event giving rise to any claim, dispute or controversy between Contractor and City. The failure by Contractor to follow the adjudication and notice procedures precisely as

set forth in this provision shall act and operate as a waiver and complete bar to any recovery for such claim, dispute or controversy, and the Contractor shall not be entitled to any damages regarding such claim, dispute or controversy.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract, or any right accruing under the Contract, shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the assignment, the assignee shall assume the liability of the Contractor. Any proposed assignee Contractor under the Contract must meet the same requirements and guidelines as set forth in Section I regarding Contractor qualifications and disqualifications. The City reserves the right to determine the competence and responsibility of any proposed assignee Contractor.

9.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to, and liability for, any "Unacceptable Waste" shall at no time pass to contractor.

10.00 COMMERCIAL BILLING

The City shall bill the Commercial Units, and shall pay the Contractor on a monthly basis. Such remittance shall be delivered by the City to the Contractor by the 10th day of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered. The City will deduct monthly a 10% franchise fee from the monthly billing submitted by the Contractor. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes.

11.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract. Such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

12.00 TERMINATION FOR CAUSE

If, at any time, Contractor shall fail to perform terms, covenants or conditions herein set forth, and fail to cure within ten (10) days of receipt of written notice from the City, City may terminate the Contract upon 60-days written notice to Contractor.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City:
City of Marshall

401 South Alamo Street

To Contractor:

Marshall, TX 75671

Attn: Public Services Director

Attn: _____

Title: _____

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 RELATIONSHIP OF PARTIES

It is agreed and understood that the Contractor shall operate as and be considered an independent contractor. The City and the Contractor are interested only in the results obtained hereunder and the City has the general right of inspection and supervision in order to ensure satisfactory performance of this contract. However, the City will not control or direct the details of the work performed by the Contractor in performance of this contract.

Under no circumstances shall the City or the Contractor be deemed the employee or agent of the other, nor shall either party act as the agent of the other.

Furthermore, the City and the Contractor warrant that the obligations hereunder shall be performed with due diligence in a safe, competent, workmanlike manner and in compliance with any and all applicable statutes, rules, and regulations.

Any and all joint ventures or partnership status is hereby expressly denied and both parties hereto expressly state that they have not formed, either expressly or impliedly, any joint venture or partnership.

17.00 EXCLUSIVE CONTRACT

The Contractor shall have sole and exclusive franchise, license, and privilege to provide refuse collection, removal, and disposal services within the corporate limits of the City. The Contractor shall at all times have the right of first refusal to the collection of dead animals and hazardous waste from residential units and from any and all commercial and industrial units.

**SECTION III:
CONTRACT RATES FOR
SOLID WASTE AND RECYCLING COLLECTION
DISPOSAL AND PROCESSING**

I. RESIDENTIAL RATE SCHEDULE – Initial seven (7) year period (Residential Carts):

- A. Automated Solid Waste & Recycling Collection - Residential**
96 gallon rolling cart – City Resident
Once per week Residential Collection
Once per week Brush/Bulky Collection
Extra Carts – Limit of 4 per Residential Unit
Weekly Bulk/Brush Limited to 3 Cu. Yds. \$ 12.52 /Monthly Per Unit
*No Side Trash Allowed \$ 3.00 /Extra Monthly Fee
- B. Recyclable Materials Collection & Processing**
Per Unit Per Month
Once per week collection, 96 gallon rolling cart \$ included in above rates
- C. Solid Waste Removal Service at:**
City Hall, Community Centers, Fire Stations,
Service Center, and other Municipal Facilities & Parks \$ No Charge
- D. Roll off containers – minimum of six (6) events**
City of Marshall's special events & quarterly clean-ups;
estimated annual total of approximately 35 to 40
30-yard containers for special events \$ No Charge
- E. Electronic Recycling Center at Convenience Station** \$ No Charge
- F. Bulk Recycling Center at Convenience Station** \$ No Charge
- G. Annual recycling mail-out to utility customers** \$ No Charge
- H. Semi-Annual 3rd grade recycling education class** \$ No Charge
- I. Annual donation to City for use in litter abatement** \$ 6,000
- J. Annual donation to City for use in housing demolitions** \$ 15,000

IIA. COMMERCIAL HANDLOAD RATE SCHEDULE

Curbside bag service – Non-automated

- A. Five (5) bags or less – twice per week**
Commercial Hand Collection \$ 20.25 /Monthly Per Unit
- B. Downtown Five (5) bags or less X five (5) times per week**
Commercial Hand Collection \$ 28.75 /Monthly Per Unit

CITY OF MARSHALL'S SOLID WASTE COLLECTION & DISPOSAL/ RECYCLABLE MATERIALS
COLLECTION & PROCESSING CONTRACT

IIB. COMMERCIAL CART RATE SCHEDULE

Rolling cart service – Automated (For business with less than two (2) yards of trash per week)

- A. One Cart – Twice per week \$ 20.10 /Monthly Per Unit
- B. Two Carts – Twice per week \$ 26.15 /Monthly Per Unit
- C. Cart Service Downtown – five (5) times per week \$ 28.75 /Monthly Per Unit
 (Four Days Trash Service & One Day Recycling)
 South of Grand Avenue;
 West of Lafayette Street;
 North of Bowie Street;
 East of Franklin Street

III. FRONT LOAD CONTAINERS RATE SCHEDULE**COMMERCIAL CONTAINERIZED:**

Size/Freq	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	Extra p/u
2 yd	\$ 54.55	\$ 94.91	\$ 150.37	\$ 191.47	\$ 226.27	\$ 266.12	\$ 25.00
3 yd	\$ 78.35	\$ 136.17	\$ 194.13	\$ 259.52	\$ 318.02	\$ 365.24	\$ 35.00
4 yd	\$ 100.81	\$ 175.27	\$ 248.41	\$ 330.94	\$ 403.49	\$ 470.09	\$ 45.00
6 yd	\$ 139.76	\$ 241.23	\$ 340.11	\$ 441.49	\$ 553.84	\$ 629.45	\$ 55.00
8 yd	\$ 172.84	\$ 292.85	\$ 412.67	\$ 532.41	\$ 659.43	\$ 711.60	\$ 65.00

Monthly - 4yd Compactor 1X Week \$ 404.10;

Monthly - 6yd Compactor 2X Week \$ 601.50; 4X Week \$ 960.17; 6X Week \$ 1,685.80

IV. ROLL OFF CONTAINERS AND 42 YD COMPACTOR RATE SCHEDULE:**COMMERCIAL ROLL OFFS:**

SIZE	RENTAL/MONTH	PER HAUL
20 YD OPEN TOP	\$ 110.00	\$ 483.00
30 YD OPEN TOP	\$ 110.00	\$ 530.00
40 YD OPEN TOP	\$ 110.00	\$ 592.02
42 YD COMPACTOR	Negotiable	\$ 745.00

*DELIVERY & EXCHANGE COST \$ 100.00

CITY OF MARSHALL'S SOLID WASTE COLLECTION & DISPOSAL/ RECYCLABLE MATERIALS
 COLLECTION & PROCESSING CONTRACT

Exhibit A

Services to be provided to the City at no charge.

DUMPSTERS – Number of pickups may vary seasonally.

NAME	LOCATION	SIZE	PICKUP
Animal Control Center	607 East End Blvd. South	6 cu. yd.	2x wk
City Arena	3310 Poplar Street	6 cu. yd.	1x wk
City Hall	401 South Alamo Street	3 cu. yd.	1x wk
City Hall Annex	303 West Burleson Street	6 cu. yd.	1x wk
City Park & Softball Field	615 Valleloma Street	(2) 6 cu. yd.	2x wk
City Pool/Boys & Girls Club	1311 Five Notch Road	3 cu. yd.	2x wk
Convention Center	2501 East End Blvd. South	6 cu. yd.	2x wk
Downtown Restroom	West Austin Street	(2) 6 cu. yd.	2x wk
Downtown City Trash Cans	Downtown District	Misc.	2x wk
Fire Station - Central	601 South Grove Street	3 cu. yd.	1x wk
Fire Station - Substation	101 Hughes Street	3 cu. yd.	1x wk
Fire Station - Substation	200 Indian Springs	3 cu. yd.	1x wk
Memorial City Hall Annex	110 East Houston (on Square)	6 cu. yd.	1x wk
Oak Lawn Golf Course	4307 Victory Drive - East	6 cu. yd.	1x wk
Park - Airport Park	1110 Warren Drive	6 cu. yd.	2x wk
Police Firing Range	Regency Road	3 cu. yd.	1x wk
Police Station	2101 East End Blvd. North	6 cu. yd.	1x wk
Public Library	300 South Alamo	3 cu. yd.	1x wk
Public Works/Water Utilities	1600 Starr Street	3 cu. yd.	2x wk
Visual Arts Center	208 East Burleson Street	3 cu. yd.	1x wk

ROLL-OFF CONTAINERS (Convenience – Brush – City Use)

NAME	LOCATION	SIZE	PICKUP
City Convenience Station	2300 Five Notch Road	30 cu. yd.	12 per yr.

Exhibit B

Number of Estimated Residential, Commercial and Industrial Units Served as of 12/31/17

TYPE OF SERVICE	APPROXIMATE # OF UNITS	COMMENTS
Residential	7,750	
Commercial Dumpsters	588	See detailed estimated dumpster inventory inserted herein below
Commercial Bag Service	TBD	
Commercial 40 yd Compactors	2	Marshall Mall (1) Marshall Pottery (1)

SOLID WASTE DUMPSTER SURVEY (ESTIMATED) DEC. 2017

	1X per week	2X per week	3X per week	4X per week	5X per week	6X per week		Total
2 cu yd	130	23	1	2	0	0		156
3 cu yd	48	9	1	1	0	0		59
4 cu yd	54	16	3	1	1	1		76
5 cu yd	0	0	0	0	0	0		0
6 cu yd	53	28	14	2	2	1		100
7 cu yd	0	0	0	0	0	0		0
8 cu yd	69	57	26	24	11	10		197
Other	0	0	0	0	0	0		0
Total	354	133	45	30	14	12		588

EXHIBIT C

CUSTOMER SERVICE / CUSTOMER SATISFACTION POLICY:

*Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available.

**AMMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL,
RECYCLING MATERIAL COLLECTION AND PROCESSING
CONTRACT THE CITY OF MARSHALL AND ALLIED WASTE
SYSTEMS, INC**

THIS AMENDMENT to the Solid Waste Collection and Recycling Collection AGREEMENT between the City of Marshall, Texas, "City" and ALLIED WASTE SYSTEMS, INC, hereinafter called "Contractor", is made and entered into effective as of the 28th day March, 2019, to establish and amend certain terms and conditions of the Agreement.

By and in consideration of mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to Section II, "General Specifications" paragraph 2.01, "Residential Collection and Residential Recycling", of the original Agreement, the Agreement is modified to allow Contractor to change the residential recycling collection day from Wednesday to Friday for a specific residential area. The map showing the residential area affected by this amendment, is attached as Exhibit "A" to this agreement.
2. Friday, April 19th, 2019, shall be the date that Contractor will begin the Friday recycle collection for the area described above.
3. Contractor agrees to provide notice of the collection day change to all affected residents located within the service area, prior to April 19th, 2019. The notification process shall include at least one written notice in the form of a tag, card or other printed media to be attached to the recycle collection bin of each effected resident.
4. Any costs associated with the notice requirements required above shall be paid by Contractor at no cost to the City.
5. Except as modified and extended herein, all of the other terms and provisions of the Agreement are hereby continued in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract and Agreement to be executed by their respective and appropriate officials on this the 28th day of March, 2019, to be effective on the date for the terms herein provided.

ATTEST:



City Secretary

THE CITY OF MARSHALL, TEXAS

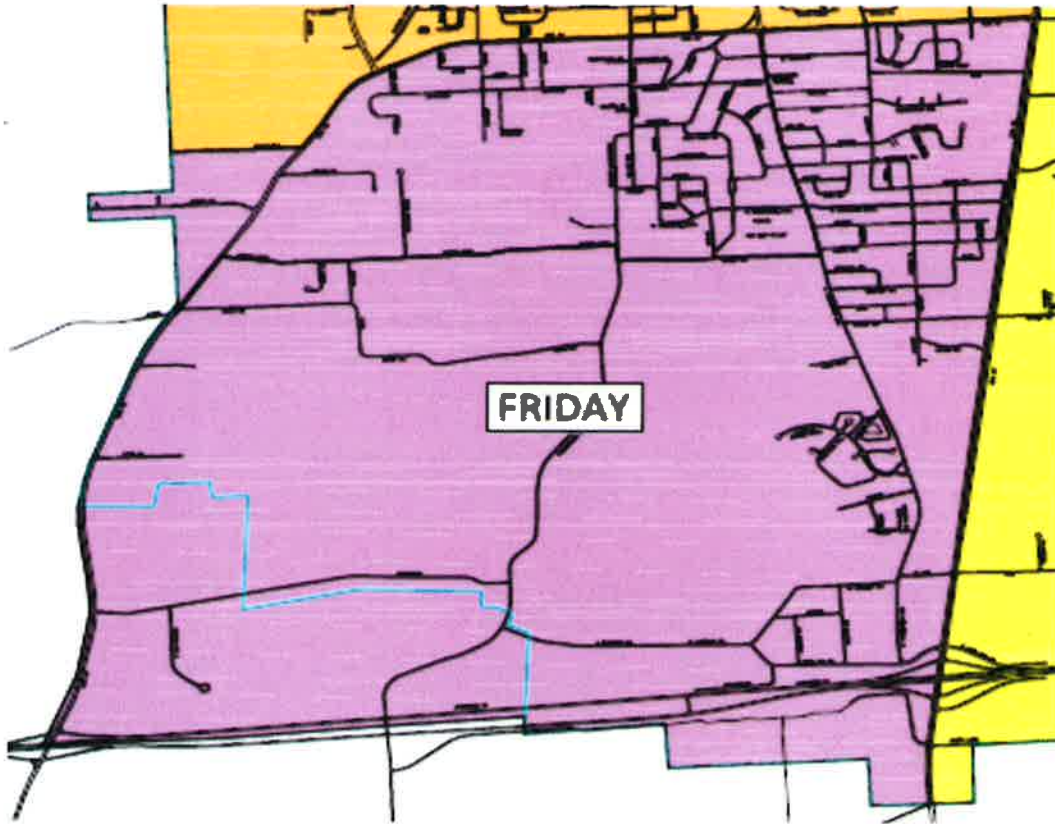


City Manager

Contractor
ALLIED WASTE SYSTEMS, INC.



EXHIBIT 'A'



GARBAGE COLLECTION & RECYCLE PICKUP

Recycled items are picked up city-wide on Wednesdays

Bulk items are picked up city-wide on Thursdays by request only

(Notice is required by 5:00 PM Tuesday - Schedule service @ (903) 986-5320)

