

1. 06/24/2021 Agenda (PDF)

Documents:

[06-24-21 AGENDA.PDF](#)

2. 6/24/2021 Agenda Packet (PDF)

Documents:

[6-24-21 AGENDA PACKET.PDF](#)



**CITY OF MARSHALL, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, JUNE 24, 2021, 6:00 P.M.**

This meeting will be conducted utilizing a video and audio conferencing tool, as well as, a standard conference call. Instructions and direct links to view the meeting or speak during Citizen Comment can be found at www.marshalltexas.net.

**AGENDA INFORMATION PACKET IS AVAILABLE FOR THE
PUBLIC TO REVIEW ON THE CITY'S WEB SITE AFTER 8:00 A.M.
ON WEDNESDAY BEFORE THE MEETING AT**

www.marshalltexas.net

1. **CALL TO ORDER AND ROLL CALL**
2. **INVOCATION AND PLEDGES**
3. **CITIZEN COMMENTS**

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on an 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, or not on, the agenda. Those who wish to speak will have three minutes to do so unless additional time has been requested.

4. **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**
5. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the June 10, 2021 Regular meeting.
- B. Public Works Activity Report (Public Works Director)

- C. Fire Department Activity Report. (Fire Chief)
- D. Police Department Activity Report. (Police Chief)
- E. Community & Economic Development Activity Report. (Community & Economic Development Director)
- F. Monthly Financial Report. (Finance Director)

6. **PRESENTATION**

- A. Presentation of the Keep Marshall Beautiful Beautification Award winner for the month of June 2021. (Tourism & Cultural Arts Director)

7. **PUBLIC HEARING**

- A. Conduct a public hearing to consider a petition of all of the landowners within said area to annex a 126.51 acre tract of land in the Joseph Fields Survey, A-249, Harrison County Texas described in that Warranty Deed with Vendor's lien from William L. Martin to Piney Land I, L.L.C. dated March 18, 2021, and filed for record under instrument no. 2021-000003026, SAVE AND EXCEPT the approximately ten acres in the northwest corner of said 126.51 acres that is already within the city limits according to the map of plat maintained by the City engineer's office. (Community & Economic Development Director)

8. **ORDINANCE**

- A. Consider approval of an ordinance of the City Council of the City of Marshall annexing a 126.51 acre tract of land in the Joseph Fields Survey, A-249, Harrison County Texas described in that Warranty Deed with Vendor's lien from William L. Martin to Piney Land I, L.L.C. dated March 18, 2021, and filed for record under instrument no. 2021-000003026, SAVE AND EXCEPT the approximately ten acres in the northwest corner of said 126.51 acres that is already within the city limits according to the map of plat maintained by the City engineer's office. (Community & Economic Development Director)

9. **RESOLUTION**

- A. Consider approval of a resolution authorizing fees and fines for Animal Control and the Animal Adoption Center. (Police Chief)

10. **CITY MANAGER REPORTS AND REQUESTS FOR CITY COUNCIL CONSIDERATION**

- A. Consider approval to award a bid to provide Coagulant for use in the City of Marshall's surface water treatment process. (Public Works Director)
- B. Consider approval of an Economic Development Agreement between the City of Marshall, Texas and Piney Land I, LLC pursuant to Chapter 380 of the Local Government Code, providing for the City to construct a road to be called Martin Lake Loop in exchange for jobs and certain other performance standards by Piney Land I, LLC. (Acting City Attorney)

- C. Consider approval of an expenditure in excess of \$50,000 as an incentive for Project Tarpon. (MEDCO)

11. **CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**

12. **EXECUTIVE SESSION**

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072 Deliberation regarding real property: Consider, discuss, and deliberate sale of property.

13. **ACTION ITEMS FOLLOWING EXECUTIVE SESSION, IF NECESSARY**

- A. Consider direction to City Staff regarding property discussed in Executive Session.

14. **ADJOURNMENT**

Posted: June 21, 2021
5:00 p.m.
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.



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B. Public Works Activity Report (Public Works Director)

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C. Fire Department Activity Report. (Fire Chief)

Page 14

D. Police Department Activity Report. (Police Chief)

Page 18

E. Community & Economic Development Activity Report. (Community & Economic Development Director)

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F. Monthly Financial Report. (Finance Director)

Page 26

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ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2

INVOCATION AND PLEDGES

ITEM 3

CITIZEN COMMENTS

ITEM 4

ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

ITEM 5A

CONSENT AGENDA

**CONSIDER APPROVAL OF THE
MINUTES FROM THE JUNE 10, 2021
REGULAR MEETING**

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MARSHALL
THURSDAY, JUNE 10, 2021
6:00 PM

Mayor Pro-Tem Amanda Abraham called the Regular meeting to order in the Council Chambers, City Hall at 6:00 p.m.

PRESENT:

COUNCIL MEMBERS:

Marvin Bonner, District 1	Leo Morris, District 2
Jennifer Truelove, District 3	Vernia Calhoun, District 5
Amanda Abraham, District 6	Micah Fenton, District 7

ABSENT: Amy Ware, District 4 (excused Motion: Fenton Second: Bonner Vote 6:0)

ADMINISTRATIVE STAFF PRESENT:

Mark Rohr, City Manager	Cliff Carruth, Police Chief
Scott Rectenwald, Acting City Attorney	Reggie Cooper, Fire Chief
Dawn Jones, Finance Director	Christol Hall, HR Manager
Eric Powell, Public Works Director	
Veronique Ramirez, Main Street Manager	
Jasmine Rios, Communications Coordinator	
Nikki Smith, City Secretary/Payroll Accountant	
Mallori James, Tourism & Cultural Arts Director	
Randy Pritchard, Support Services Superintendent	
Fabio Angell, Community & Economic Development Director	
Stormy Nickerson, Community & Economic Development Assistant Director	

INVOCATION & PLEDGE: Councilmember Calhoun

135. **CITIZEN COMMENTS**

There were no Citizen Comments.

136. **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**

Item C was withdrawn from the Consent Agenda.

137. **CONSENT AGENDA**

Councilmember Truelove made a motion to approve the Consent Agenda. Councilmember Fenton seconded the motion, which passed with a vote of 6:0.

- A. Consider approval of the minutes from the May 27, 2021 Regular meeting.
- B. Street Sweeping Activity Report.
- D. Consider approval of a temporary contract extension between the City of Marshall and Texas Bank and Trust.
- E. Consider approval of authorizing the Cradle of Entrepreneurship Board to govern Cradle of Entrepreneurship program activities.

PRESENTATION & PROCLAMATION

138. PRESENTATION OF A PROCLAMATION DECLARING JUNE 10 – 13, 2021 AS “SQUARE DANCE WEEK” IN THE CITY OF MARSHALL, TEXAS.

Mayor Pro-Tem Abraham presented a proclamation declaring June 10 – 13, 2021 as “Square Dance Week” in the City of Marshall, Texas to the Texas Federation of Square and Round Dancers.

139. PRESENTATION TO OUTGOING PLANNING & ZONING COMMISSIONER.

Mayor Pro-Tem Abraham thanked outgoing Planning & Zoning Commissioner Colin Brady for his service on the Commission.

PUBLIC HEARING

140. CONDUCT A PUBLIC HEARING REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2021 PROGRAM YEAR ANNUAL ACTION PLAN.

Stormy Nickerson, Community & Economic Development Assistant Director, presented the proposed CDBG allocations for the year beginning June 1, 2021 and ending May 31, 2022.

Council members asked questions and discussed.

Mayor Pro-Tem Abraham opened the public hearing.

No one came forward to speak.

Mayor Pro-Tem Abraham closed the public hearing.

ORDINANCE

141. CONSIDER AND APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARSHALL APPROVING A PROJECT PLAN AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE.

Fabio Angell, Community & Economic Development Director, asked for approval of an ordinance approving a Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number One. He stated this was the final step of the five step process.

Council members asked questions and discussed.

Councilmember Morris made a motion to approve an ordinance approving a Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number One. Councilmember Fenton seconded the motion, which passed with a vote of 6:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COUNCIL CONSIDERATION

142. **CONSIDER APPROVAL TO AWARD A CONTRACT FOR THE 2021 STREET IMPROVEMENT PROGRAM.**

Eric Powell, Public Works Director, asked for approval to award a contract for the 2021 Street Improvement Program to Rayford's Truck & Tractor, in the amount of \$1,468,558.60 for the base bid, plus Alternate "A".

Council members asked questions and discussed.

Councilmember Truelove made a motion to approve awarding a contract for the 2021 Street Improvement Program to Rayford's Truck & Tractor in the amount of \$1,468,558.60. Councilmember Fenton seconded the motion, which passed with a vote of 6:0.

143. **CONSIDER APPROVAL OF APPOINTMENT AND REAPPOINTMENTS TO THE PLANNING & ZONING COMMISSION AND THE MAIN STREET BOARD.**

Stormy Nickerson asked for approval of appointment and reappointments to the Planning & Zoning Commission and the Main Street Board.

Councilmember Calhoun made a motion to approve appointment and reappointments to the Planning & Zoning Commission. Councilmember Fenton seconded the motion, which passed with a vote of 6:0.

Councilmember Truelove made a motion to approve appointment and reappointments to the Main Street Board. Mayor Pro-Tem Abraham seconded the motion, which passed with a vote of 6:0.

144. **CONSIDER APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2021.**

Stormy Nickerson asked for approval of the Community Development Block Grant Program Year 2021. She stated additional funding is available for the Paint the Town Program in the New Town neighborhood.

Councilmember Fenton made a motion to approve the Community Development Block Grant Program Year 2021. Councilmember Bonner seconded the motion, which passed with a vote of 6:0.

145. **CONSIDER APPROVAL OF SMALL BUSINESS GRANT FUND APPLICATIONS.**

Fabio Angell provided an update regarding total expenditures and asked for approval of the completed applications received between May 14, 2021 and June 4, 2021.

Mayor Pro-Tem Abraham made a motion to approve the application for Yulanda's Hair Salon for \$2,500. Councilmember Truelove seconded the motion, which passed with a vote of 6:0.

Councilmember Fenton made a motion to approve the application for Taqueria EL Guerito for \$2,500. Councilmember Calhoun seconded the motion, which passed with a vote of 6:0.

Mayor Pro-Tem Abraham made a motion to approve the application for Level Up Nutrition for \$2,500. Councilmember Truelove seconded the motion, which passed with a vote of 6:0.

Councilmember Fenton made a motion to approve the application for Marshall I-20 E Truck Stop Inc (Pony Express) for \$2,500. Councilmember Morris seconded the motion, which passed with a vote of 6:0.

Councilmember Bonner made a motion to approve the application for Rey of Love Church Supply for \$2,500. Councilmember Truelove seconded the motion, which passed with a vote of 6:0.

146. CONSIDER APPROVAL OF ANNEXATION, SERVICE, AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS, AND PINEY LAND I, LLC.

Mark Rohr, City Manager, introduced Douglas Stanley, Piney Land I, LLC, who provided a presentation regarding the annexation of approximately 126 acres which he intends to develop into a Christmas attraction.

Mark Rohr asked for approval of an Annexation, Service, and Development Agreement between the City of Marshall, Texas, and Piney Land I, LLC which would assist with growth of the City's economic development in line with the Mobilize Marshall Plan.

Council members asked questions and discussed.

Councilmember Calhoun made a motion to approve an Annexation, Service, and Development Agreement between the City of Marshall, Texas, and Piney Land I, LLC. Councilmember Fenton seconded the motion, which passed with a vote of 6:0.

147. CONSIDER APPROVAL OF AN EXPENDITURE IN EXCESS OF \$50,000 AS AN INCENTIVE FOR PROJECT LIT, ALSO KNOWN AS PINEY LAND I, LLC.

Rush Harris, Executive Director MEDCO, asked for approval of an expenditure in excess of \$50,000 as an incentive for Project Lit, also known as Piney Land I, LLC.

Councilmember Truelove made a motion to approve an expenditure in excess of \$50,000 as an incentive for Project Lit, also known as Piney Land I, LLC. Mayor Pro-Tem Abraham seconded the motion, which passed with a vote of 6:0.

148. CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

C. Municipal Court Activity Report.

Councilmember Bonner stated his reasons for withdrawing this item.

Council members asked questions and discussed.

Councilmember Bonner made a motion to approve Item C from the Consent Agenda. Councilmember Fenton seconded the motion, which passed with a vote of 6:0.

149. ADJOURNMENT

Councilmember Calhoun made a motion for adjournment. Mayor Pro-Tem Abraham seconded the motion, which passed with a vote of 6:0.

APPROVED:

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

ATTEST:

City Secretary

Ordinances: O-21-13

ITEM 5B

CONSENT AGENDA

PUBLIC WORKS ACTIVITY REPORT



TO: Members of the City Council

FROM: Eric Powell, PE *ELP*
Director of Public Works/City Engineer

DATE: June 14, 2021

SUBJECT: Public Works Department Monthly Activity Report

The Public Works Department Activity Report for the month of May 2021 is attached for your review.

PUBLIC WORKS DEPARTMENT

MONTHLY ACTIVITY REPORT

May 2021

DEPARTMENT DIVISIONS	NUMBER OF REQUESTS
DISTRIBUTION/COLLECTION	
Water main breaks/service leaks	23
Water meters (leaks/repairs/replacements)	28
Sewer issues (wash service/repairs/surcharging manholes/general manhole maintenance/preventive maintenance/camera sewer lines)	214
Water taps	0
Emergency water meter cut-off/turn-on for residential & business customers	15
Fire hydrant repairs/replacements	1
<i>Also assisted Street Division crew with clearing trees from streets following storms</i>	
STREETS	
Pothole patching/dress-ups/other repair	461
Right of way brush hogging/clearing blind intersections	19
Illegal dumping	0
Clearing fallen trees from City streets	26
Street repairs at water main break sites	3
Trim low hanging limbs	12
ROW/COMMUNITY APPEARANCE	
Litter pick-up (medians, cemeteries, City facilities)	131
General lawn care (City facilities, cemeteries, median, rights-of way)	49
Illegal dumping	3
<i>Also assisted Street Division crew with clearing trees from streets following storms</i>	
DRAINAGE	
Cleaning/digging ditches	10 (2000 ft)
Checking traps & drains	7
Storm drain clearing/repairs/sinkhole repairs	11
Culvert installation/repairs	11
Bridge/sidewalk/curb repairs	2
<i>Also assisted Street Division crew with clearing trees from streets following storms</i>	
INFORMATION TECHNOLOGY	
Computer, internet, phone, email, alarm issues, Zoom meetings, etc.	310
BUILDING MAINTENANCE	
HVAC, electrical, plumbing, other miscellaneous issues	49
<i>SPECIAL PROJECT: Construction of IT and Support Services Superintendent offices at the Business Development Center</i>	

ITEM 5C

CONSENT AGENDA

FIRE DEPARTMENT ACTIVITY REPORT

**MARSHALL FIRE DEPARTMENT
601 S. GROVE STREET
MARSHALL, TEXAS 75670
(903) 935-4580**



May 2021 Summary Report

FIRE PREVENTION

Burn Permits Issued for May 2021: 35

Burn Permits Issued Year-to-Date 2021: 190

FIRE SUPPRESSION

Fire Incident Response for May 2021: 120 Calls for Service

(Fire, Rescue and EMS Assist, Hazardous Condition, Service Call, Good Intent Call, False Alarm and False Call).

Fire Incident Response Year-to-Date 2021: 473 Calls for Service

(Fire, Rescue and EMS Assist, Hazardous Condition, Service Call, Good Intent Call, False Alarm and False Call).

EMERGENCY MEDICAL SERVICES

EMS Response for May 2021: 504 Calls for Service

EMS Response Year-to-Date 2021: 2,359 Calls for Service

EMERGENCY MANAGEMENT

Severe weather awareness and community notification, as needed.

Incident Type Report (Summary)

Alarm Date Between {05/01/2021} And {05/31/2021}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	2	1.66%	\$500	6.41%
111 Building fire	2	1.66%	\$7,000	89.74%
130 Mobile property (vehicle) fire, Other	1	0.83%	\$300	3.84%
131 Passenger vehicle fire	1	0.83%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.83%	\$0	0.00%
151 Outside rubbish, trash or waste fire	2	1.66%	\$0	0.00%
	9	7.50%	\$7,800	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	54	45.00%	\$0	0.00%
322 Motor vehicle accident with injuries	18	15.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	10	8.33%	\$0	0.00%
	82	68.33%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	3	2.50%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	3	2.50%	\$0	0.00%
444 Power line down	1	0.83%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	1.66%	\$0	0.00%
	9	7.50%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	1	0.83%	\$0	0.00%
511 Lock-out	1	0.83%	\$0	0.00%
531 Smoke or odor removal	2	1.66%	\$0	0.00%
	4	3.33%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	7	5.83%	\$0	0.00%
	7	5.83%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	2	1.66%	\$0	0.00%
730 System malfunction, Other	1	0.83%	\$0	0.00%
733 Smoke detector activation due to	1	0.83%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	1.66%	\$0	0.00%

Incident Type Report (Summary)

Alarm Date Between {05/01/2021} And {05/31/2021}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
744 Detector activation, no fire -	1	0.83%	\$0	0.00%
745 Alarm system activation, no fire -	2	1.66%	\$0	0.00%
	9	7.50%	\$0	0.00%

Total Incident Count: 120

Total Est Loss:

\$7,800

ITEM 5D

CONSENT AGENDA

POLICE DEPARTMENT ACTIVITY REPORT



Marshall Police Department

Cliff Carruth
Chief of Police

Date: 05/17/2021
To: CITY COUNCIL MEMBERS
From: CHIEF CLIFF CARRUTH 
Re: MONTHLY ACTIVITY REPORT

The Marshall Police Department responded to the following Calls for Service:

Calls for Service April 2021:	2,387
Calls for Service May 17, 2021:	1,433
Animal Service Calls April 2021:	51
Animal Service Calls May 17, 2021:	26
Motor Vehicle Crashes April 2021:	75
Motor Vehicle Crashes May 17, 2021:	53
New criminal cases assigned to detective April 2021:	47
New criminal cases assigned to detective May 17, 2021:	20

"Keeping our Community Safe"

ITEM 5E

CONSENT AGENDA

COMMUNITY & ECONOMIC DEVELOPMENT ACTIVITY REPORT

Community & Economic Department

*Fabio Angell,
Director*

Date: 5/31/2021
To: CITY COUNCIL MEMBERS
From: FABIO ANGELL
Re: MONTHLY ACTIVITY REPORT

The CDBG Division of the Community & Economic Development Department completed the following activities during the month of May:

ACTIVITY	ACTIVITY TOTAL
Inquires about Grants/CDBG	30 Calls, Walk-ins
Small Business Grant Fund Disbursements	5 @ \$12,500.00
Reimbursement Requests. TOTAL:	\$362,002.86
1. Sub-Recipient Habitat for Humanity	\$ 30,690.00
2. Sub-Recipient Food Pantry	N/A
3. Sub-Recipient Literacy Council	\$ 1,312.86
IDIS (Integrated Disbursement Information System)	N/A
Total Drawdown: Pending HUD Consultant's consent	
Purchase Orders Submitted (Any purchase or invoice \$5,000 & above)	1
Small Business Grant Fund Application distributed-Door to Door	6

In addition, city staff worked on the following special projects:

1. Reconciliation of expense receipts purchased with grant funds

“Open for Business, Keeping Our Community Growing... Always”



Community & Economic
Development Department

Fabio Angell, Director

DATE: June 1, 2021
TO: City Council Members
FROM: Fabio Angell
RE: Monthly Activity Report

The City of Marshall Code Enforcement Division of the Community & Economic Development Department completed the following activities from May 1-31, 2021.

Open Cases	222
Re-inspections of existing cases	131
Referral for Court Action	16
Development of a Plan of Action	54
Closed cases	49

Community & Economic Department

Fabio Angell

Director

Date: 5/31/2021
To: CITY COUNCIL MEMBERS
From: FABIO ANGELL
Re: MONTHLY ACTIVITY REPORT

The Health Division of the Economic Development Department completed the following activities during the month of May.

Health Inspections May 2021:	CITY	COUNTY
Routine:	33	9
Compliance:	5	0
Events:	5	2

Community & Economic Department

Fabio Angell
Director

Date: 5/31/2021
To: CITY COUNCIL MEMBERS
From: FABIO ANGELL
Re: MONTHLY ACTIVITY REPORT

The Permit Division of the Community & Economic Development Department completed the following activities during the month of May:

Permits Residential	City Permits
Permits Commercial	103
Permits Educational	23
	5
Permit Total=	131

Community & Economic Department



Fabio Angell
Director

Date: 6/1/2021
To: CITY COUNCIL MEMBERS
Re: MONTHLY ACTIVITY REPORT

The Planner/Gis Division of the Community & Economic Development Department completed the following activities during the month of April:

ACTIVITY	ACTIVITY TOTAL
Inquires about Property Zoning	59 Calls, 30 +Walk-ins
Subdivision plats	2
Rezone request	1
Issuance of 911 addresses	5
Calls to assist public works with locations of city services	30+
Plan Reviews	15
Water and sewer tap work orders	0
Culvert work orders	1
Planning Conferences	3
Certificate of Occupancy	5
Special projects for director	3

“Open for Business, Keeping Our Community Growing... Always”

ITEM 5F

CONSENT AGENDA

MONTHLY FINANCIAL REPORT



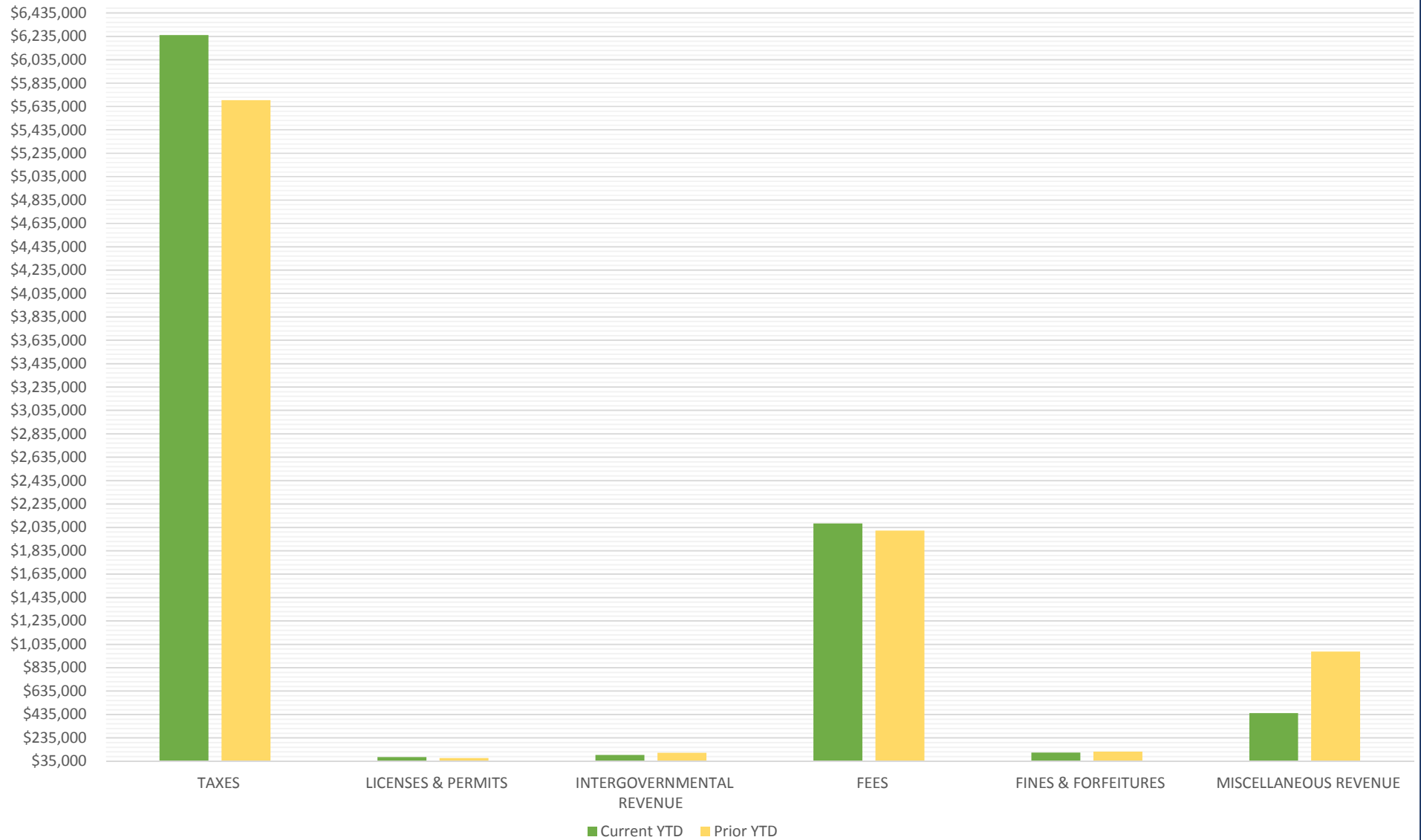
FINANCIAL REPORT - GENERAL FUND

Revenues and Expenditures - Unaudited
Period Ending: May 2021

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	5/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED BUDGET	REMAINING BUDGET
GENERAL FUND								
REVENUES:								
TAXES	\$ 886,449	\$ 6,246,623	\$ 5,690,039	\$ 12,701,087	\$ 12,701,087	\$ 5,292,120	49.18%	\$ 6,454,464
LICENSES & PERMITS	12,549	71,352	63,327	195,000	195,000	81,250	36.59%	123,648
INTERGOVERNMENTAL REVENUE	12,808	89,180	106,922	166,235	166,235	69,265	53.65%	77,055
FEES	450,091	2,067,916	2,007,866	5,393,687	5,393,687	2,247,370	38.34%	3,325,772
FINES & FORFEITURES	22,599	108,849	118,587	500,000	500,000	208,333	21.77%	391,151
MISCELLANEOUS REVENUE	3,044	446,900	973,258	2,318,163	2,318,163	965,901	19.28%	1,871,263
TOTAL GENERAL FUND REVENUE	\$ 1,387,540	\$ 9,030,820	\$ 8,959,999	\$ 21,274,172	\$ 21,274,172	\$ 8,864,238	42.45%	\$ 12,243,352
EXPENSES:								
GENERAL GOVERNMENT	\$ 40,019.47	\$ 189,950	\$ 230,248	\$ 536,321.00	\$ 549,766.00	\$ 229,069.17	34.55%	\$ 359,816
FINANCE	41,729	190,739	202,076	533,677	531,062	221,276	35.92%	340,323
POLICE	363,553	1,860,237	1,899,360	5,118,373	5,160,503	2,150,210	36.05%	3,300,266
FIRE	329,723	1,747,963	1,879,956	4,268,060	4,251,100	1,771,292	41.12%	2,503,137
PUBLIC WORKS	589,921	1,968,790	1,577,897	5,338,400	5,080,400	2,116,833	38.75%	3,111,610
COMMUNITY & ECO DEV	49,921	211,718	225,602	742,049	667,049	277,937	31.74%	455,331
SUPPORT SERVICES	64,864	359,929	371,003	858,934	858,934	357,889	41.90%	499,005
TOURISM & CULTURAL ARTS	84,450	443,541	452,803	1,223,593	1,211,093	504,622	36.62%	767,552
PARKS & RECREATION	28,165	136,518	160,207	445,832	425,832	177,430	32.06%	289,314
NON DEPARTMENTAL	180,767	1,024,852	922,276	2,287,121	2,282,121	950,884	44.91%	1,257,269
APPRAISAL DISTRICT	25,378	76,135	46,654	101,513	101,513	42,297	75.00%	25,378
INTERFUND TRANSFERS	-	228,994	-	448,793	154,799	64,500	147.93%	(74,195)
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
TOTAL GENERAL FUND EXPENSES	\$ 1,798,489	\$ 8,439,365	\$ 7,968,082	\$ 21,902,666	\$ 21,274,172	\$ 8,864,238	39.67%	\$ 12,834,807
TOTAL GENERAL FUND	\$ (410,949)	\$ 591,455	\$ 991,917					\$ (591,455)



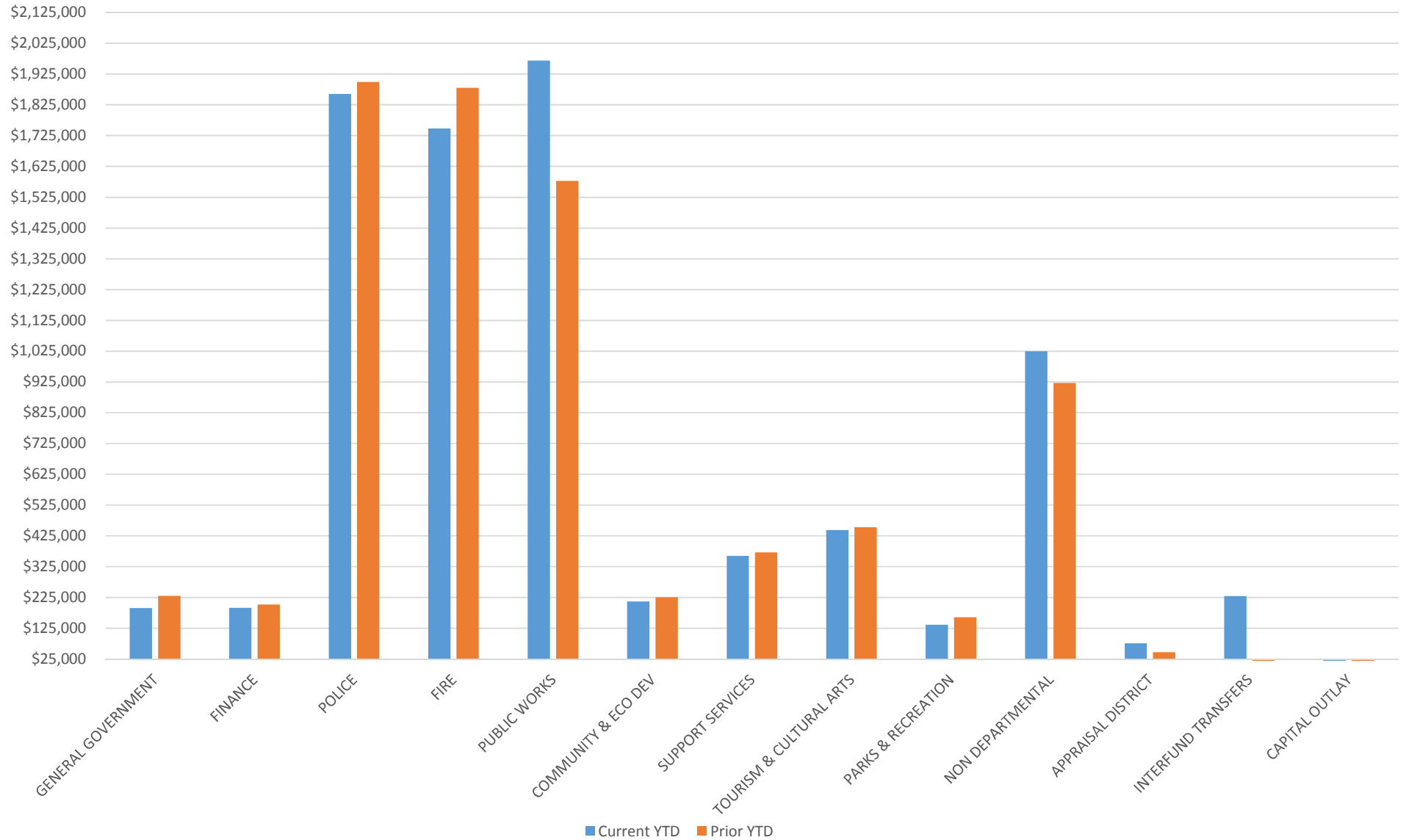
FINANCIAL REPORT - GENERAL FUND
ACTUAL REVENUES
 FY 21 vs FY 20 YTD
 Period Ending: May 2021





FINANCIAL REPORT - GENERAL FUND ACTUAL EXPENDITURES

FY 21 vs FY 20 YTD
Period Ending: May 2021





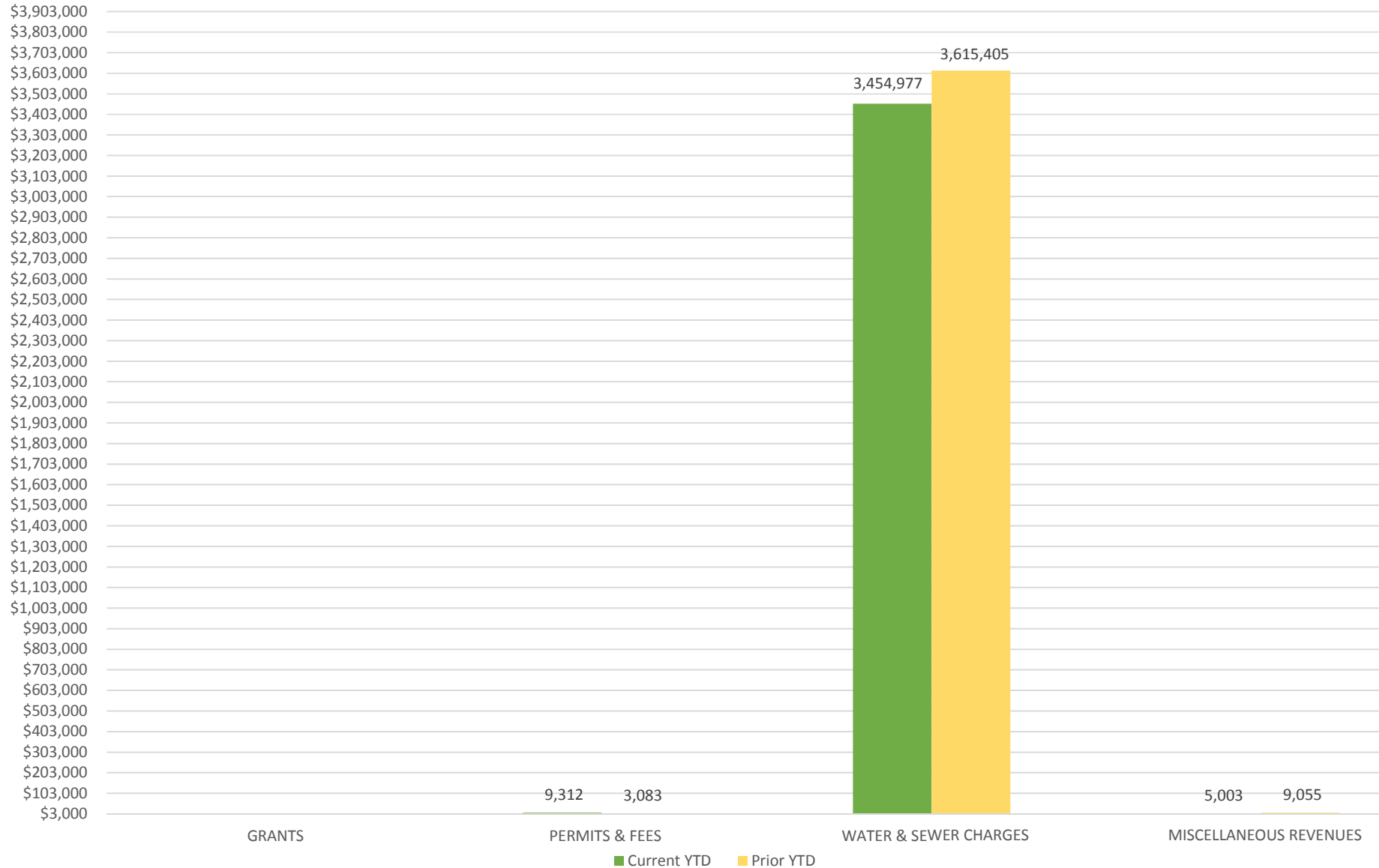
FINANCIAL REPORT - WATER & SEWER ENTERPRISE FUND

Revenues and Expenditures - Unaudited
Period Ending: May 2021

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	5/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED BUDGET	REMAINING BUDGET
WATER & SEWER ENTERPRISE FUND								
REVENUES:								
GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
PERMITS & FEES	6,670	9,312	3,083	11,400	11,400	4,750	81.68%	2,088
WATER & SEWER CHARGES	664,568	3,454,977	3,615,405	9,487,993	9,487,993	3,953,330	36.41%	6,033,016
MISCELLANEOUS REVENUES	657	5,003	9,055	42,000	42,000	17,500	11.91%	36,997
TOTAL WATER & SEWER REVENUE	\$ 671,894	\$ 3,469,291	\$ 3,627,542	\$ 9,541,393	\$ 9,541,393	\$ 3,975,580	36.36%	\$ 6,072,102
EXPENSES:								
ADMINISTRATION	\$ 25,326	\$ 131,910	\$ 150,899	\$ 322,998	\$ 322,998	\$ 134,583	40.84%	\$ 191,088
WATER PRODUCTION	98,612	527,103	535,727	1,242,498	1,242,498	517,708	42.42%	715,395
DISTRIBUTION/COLLECTION	222,893	925,959	599,046	2,723,210	2,723,210	1,134,671	34.00%	1,797,251
WASTEWATER TREATMENT	116,626	584,893	536,554	1,350,104	1,350,104	562,543	43.32%	765,211
WATER BILLING	40,845	202,065	193,105	521,343	521,343	217,226	38.76%	319,278
ENGINEERING	2,133	13,581	14,386	32,093	32,093	13,372	42.32%	18,512
NON DEPARTMENTAL	70,120	586,923	534,696	1,110,336	1,110,336	462,640	52.86%	523,413
INTERFUND TRANSFERS	-	403,383	792,500	2,238,811	2,238,811	932,838	18.02%	1,835,429
TOTAL WATER & SEWER EXPENSES	\$ 576,554	\$ 3,375,817	\$ 3,356,914	\$ 9,541,393	\$ 9,541,393	\$ 3,975,580	35.38%	\$ 6,165,576
TOTAL WATER & SEWER FUND	\$ 95,340	\$ 93,474	\$ 270,628					\$ (93,474)

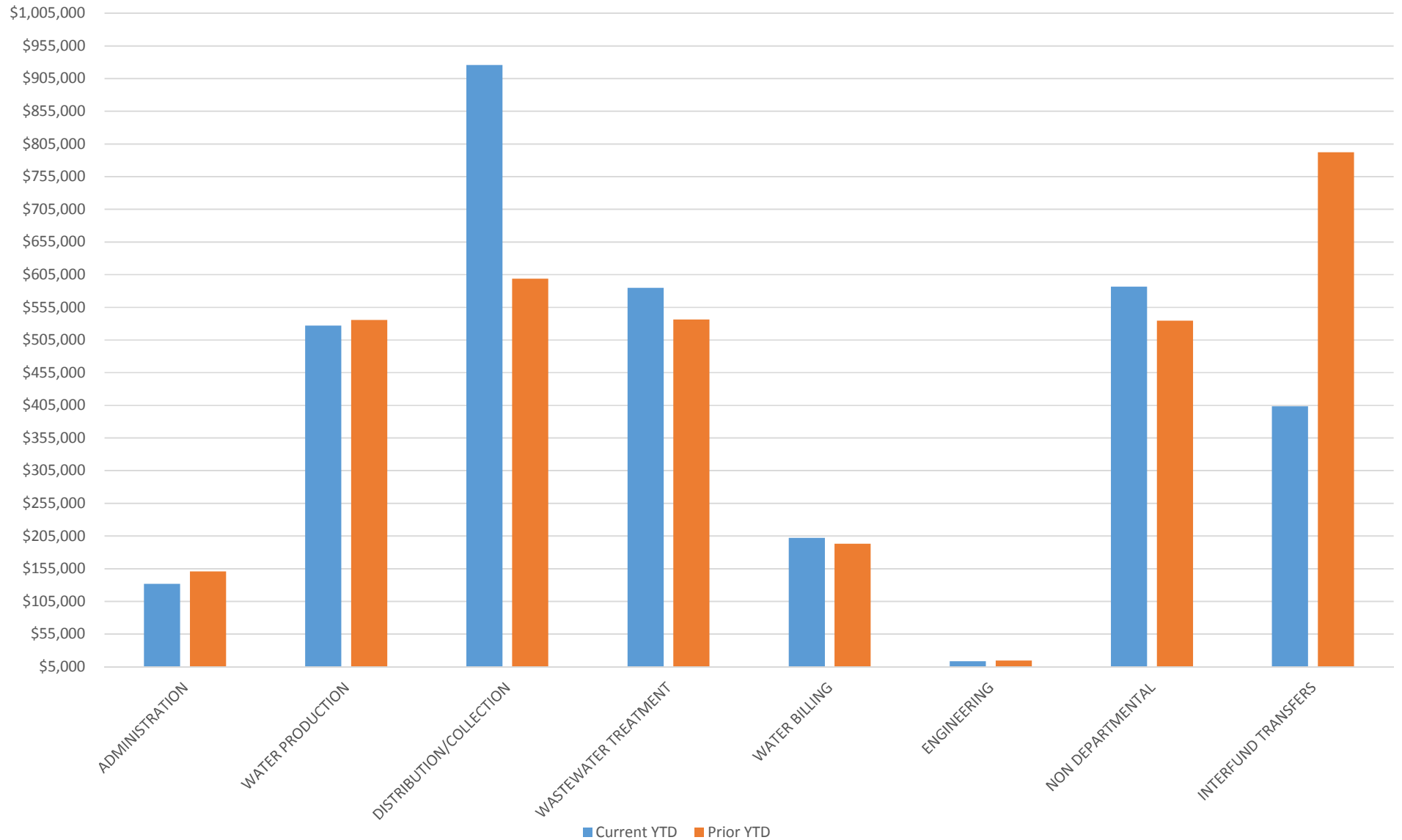


FINANCIAL REPORT - WATER & SEWER ENTERPRISE FUND
ACTUAL REVENUES
 FY 21 vs FY 20 YTD
 Period Ending: May 2021





FINANCIAL REPORT - WATER & SEWER ENTERPRISE FUND
ACTUAL EXPENDITURES
 FY 21 vs FY 20 YTD
 Period Ending: May 2021



ITEM 6A

PRESENTATION

**PRESENTATION OF KEEP MARSHALL
BEAUTIFUL BEAUTIFICATION AWARD
WINNER FOR THE MONTH OF JUNE
2021**

Memorandum

To: Mark Rohr, City Manager

From: Mallori James, Tourism & Cultural Arts Director

Date: June 1, 2021

Subject: Keep Marshall Beautiful Beautification Awards Winner

Keep Marshall Beautiful, in partnership with The City of Marshall and the Greater Marshall Chamber of Commerce announced their new program, the "Beautification Awards". This program will recognize residential and commercial properties in the city limits of Marshall which have shown their dedication to Keeping Marshall Beautiful through continued beautification or improvements of their property or business.

Two winners have been chosen to be recognized for the month of June; the residential property at owned by Patrick & Cindy Owens located at 409 Yates & the commercial property 1407 E Houston, The Willow Salon owned by Kelli Kerby. Keep Marshall Beautiful would like the Council to present the property owners with a certificate during the first meeting of the month recognizing their achievement and commitment to keeping our city beautiful, clean and attractive.

Background on the selection of winners for the program:

Every month from April to December, KMB and their partners will award a residential and commercial property owner for the beautification efforts made to their home or business. Wining properties will be selected by a group of judges from the organizations based on nominations by the community. Monthly award winning properties will be provided with a framed certificate on a monthly basis at a City Council meeting, a sign will be placed in the yard of the winner for the duration of the month and a picture with caption will be published in the local newspaper and social media. At the conclusion of the season, the committee will select one residential and one commercial property to award the Residential and Commercial Beautification of the Year Award to be recognized at the first City Council meeting of the New Year, followed by an announcement published in the local newspaper and social media.

Nominations for residential or commercial properties can be made through e-mail keepmarshallbeautiful@gmail.com, sending a private message on the Keep Marshall Beautiful Facebook Page or contacting Mallori James at 903.935.4417.

ITEM 7A

PUBLIC HEARING

**CONDUCT A PUBLIC HEARING AND
CONSIDER A PETITION OF ALL
LANDOWNERS WITHIN SAID AREA TO
ANNEX A 126.51 ACRE TRACT OF LAND**



TO: Mark Rohr, City Manager

FROM: Fabio Angell, Director
Community and Economic Development

DATE: June 26th, 2021

1. **SUBJECT:** Public Hearing to annex a 126.51-acre tract of land in the Joseph Fields Survey, A-249, Harrison County Texas, SAVE AND EXCEPT the approximately ten acres in the northwest corner of said 126.51 acres that is already within the city limits

City staff published a legal notice for this Public Hearing on June 13th as statute requires. The property is located at 600 Martin Lake Rd, near the southeast quadrant of I-20 and South East End Blvd. (Hwy 59).

A petition was also filed with the City for a voluntary annexation of this property. City Council approved an Annexation Service and Development Agreement on June 10th.

The owners and the investors, Piney Land, LLC, presented a development project for this tract to City Council on same date. City Council also considered and approved an expenditure in excess of \$50,000 as an incentive from MEDCO for this particular project.

The proposed project named Piney Park will consist of a Trail of Lights with a built-in 'walk-through' concept (not a car drive) and a holiday light display among other entertainment features and amenities. Total investment in this project from the private sector will be about \$2.5 million.

The project proposes to capture a customer base of 1,000,000 customers within a one-hour drive radius from the City of Marshall and is projected to generate approximately \$76,000 in tax revenue yearly.

ITEM 8A

ORDINANCE

**CONSIDER APPROVAL OF AN
ORDINANCE ANNEXING A 126.51 ACRE
TRACT OF LAND**



TO: Mark Rohr, City Manager

FROM: Fabio Angell, Director
Community and Economic Development

DATE: June 24th, 2021

SUBJECT: Consider and approve an ordinance of the City Council of the City of Marshall annexing a 126.51-acre tract of land in the Joseph Fields Survey, A-249, Harrison County Texas, SAVE AND EXCEPT the approximately ten acres in the northwest corner of said 126.51 acres that is already within the city limits

City staff would like City Council to consider annexing this parcel located at 600 Martin Lake Rd, near the southeast quadrant of I-20 and South East End Blvd. (Hwy 59).

A petition was filed with the City for a voluntary annexation of this property. City Council approved an Annexation Service and Development Agreement on June 10th.

The owners and the investors, Piney Land, LLC, presented a development project for this tract to City Council on same date. City Council also considered and approved an expenditure in excess of \$50,000 as an incentive from MEDCO for this particular project.

The proposed project named Piney Park will consist of a Trail of Lights with a built-in 'walk-through' concept (not a car drive) and a holiday light display among other entertainment features and amenities. Total investment in this project from the private sector will be about \$2.5 million.

The project proposes to capture a customer base of 1,000,000 customers within a one-hour drive radius from the City of Marshall and is projected to generate approximately \$76,000 in tax revenue yearly.

ORDINANCE ANNEXING TERRITORY

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

WHEREAS, the Charter of the City of Marshall, Texas, a home rule city, authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, an offer of a development agreement pursuant to §43.016 of the Texas Local Government Code has been made and rejected; and

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

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

A 126.51 acre tract of land in the Joseph Fields Survey, A-249, Harrison County Texas described in that Warranty Deed with Vendor's lien from William L. Martin to Piney Land I, L.L.C. dated March 18, 2021, and filed for record under Instrument No. 2021-000003026, SAVE AND EXCEPT the approximately ten acres in the northwest corner of said 126.51 acres that is already within the city limits according to the map of plat maintained by the City engineer's office.

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

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

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

PASSED by an affirmative vote of all members of the City Council, this the _____ day of June, 2021.

APPROVED:

Mayor

ATTEST:

City Secretary

ITEM 9A

RESOLUTION

**CONSIDER APPROVAL OF A
RESOLUTION AUTHORIZING FEES AND
FINES FOR ANIMAL CONTROL AND
THE ANIMAL ADOPTION CENTER**



CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET

MEETING DATE: 6/24/21

PROJECT: Animal Control and Animal Adoption Center Fees and Fines

DESCRIPTION: Discussion of a resolution authorizing fees and fines for Animal Control and the Animal Adoption Center.

COST: None

RECOMMENDED

ACTION: Approve Resolution

CITY CONTACT: Chief Carruth

cc: File

RESOLUTION NO. _____

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

WHEREAS, the City Commission has determined that setting rates and fees to be charged for Animal Services by resolution will save money and staff time by eliminating the need for continual updates to the Code of Ordinances to reflect changes in such fees and charges;

WHEREAS, the City Commission has amended Chapter 4 of the Code of Ordinances of the City of Marshall, Texas, to allow the Animal Services fees and charges to be set by resolution of the Commission; and,

WHEREAS, the City Commission desires to adopt fees and charges that accurately compensate the City for its costs in providing Animal Services, **NOW, THERFORE**,

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

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

Section 2. Fees to be charged for Animal Services. In accordance with Chapter 4 of the Code of Ordinances of the City of Marshall, Texas, the following rates shall be the schedule of rates for animal services of the city:

Marshall Animal Services Rate schedule.

Adoption Fees

Adoption fees can be adjusted for special promotions or events, shelter space constraints and for harder to place animals. Some exceptions may apply.

Animal	Charge
Standard Adult Dog	\$50 and up
Standard Puppy < 6 months	\$100 and up

Animal	Charge
Standard Adult Cat	\$50 and up
Standard Kitten < 6 months	\$100 and up

Reclaim / Impound

Fee Item	Fee	Comments
Dog or Cat -1st Reclaim	\$100.00	Must show proof of Rabies vaccination
Dog or Cat - 2nd Reclaim	\$125.00	Must show proof of Rabies vaccination
Dog or Cat -3rd Reclaim	\$135.00	Must show proof of Rabies vaccination
Boarding	\$10.00	Per day after 72-hour stray hold
Microchip	\$25.00	
Vaccine, worming, flea treatment	\$20.00	
Quarantine	\$200 or \$20 per day	

Owner Surrender Fee

Surrender Fee (non-compliant animal): \$50 per animal

Surrender Fee (compliant animal): no charge

Surrender fee (with offspring less than 4 months of age):

- Mother Dog and Puppies - base amount of \$50 plus
- 1-4 puppies, \$50 extra
- 4-8 puppies, \$50 additional
- Mother Cat and Kittens - base amount \$50 plus
- 1-6 kittens, \$50 extra
- over 6 kittens, \$50 additional

COMPLIANT ANIMAL: Current on rabies vaccinations (bring proof with you), spayed or neutered and microchipped

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

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

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

Section 6. That this resolution shall be effective on the 1st day of July, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

CHAIRMAN OF THE CITY COUNCIL OF THE CITY
OF MARSHALL, TEXAS

ATTEST:

Nikki Smith, City Secretary

ITEM 10A

**CONSIDER APPROVAL TO AWARD A
BID TO PROVIDE COAGULANT FOR USE
IN THE CITY OF MARSHALL'S SURFACE
WATER TREATMENT PROCESS**



TO: Members of the City Council

FROM: Eric Powell, PE
Director of Public Works/City Engineer

DATE: June 16, 2021

SUBJECT: Award a contract to provide Coagulant for use in the City of Marshall surface water treatment process

Due to an increase in product pricing, our current provider of Coagulant notified us that they would be unable to enter into a third and final extension of their current contract with the City of Marshall. We then advertised for bids, and on Tuesday, June 15, 2021, the City received bids for Coagulant for use in the City's water treatment process. There were three (3) bids submitted, opened publicly, and read aloud. The following is the list of bidders:

- | | |
|--|----------------|
| 1) Chemtrade, Parsippany, NJ | \$0.2625\pound |
| 2) G2O Technologies, LLC, Phillipsburg, NJ | \$0.28\pound |
| 3) Brenntag South West, Inc., Houston, TX | \$0.2557\pound |

A summary of the bid submittals is attached for your review.

Based on the prices that were bid, I recommend that we award the contract to Brenntag Southwest, Inc., in the amount of \$0.2557\pound to provide Coagulant to the City of Marshall Water Treatment Plant.

**CITY OF MARSHALL
 BID SUMMARY
 2021 COAGULANT CHEMICAL**

Bid Number: 2021-PW-002
Bid Opening Date: 6/15/2021

			ChemTrade 90 East Halsey Road Parsippany, NJ 07054	G2O Technologies LLC 1 Riverside Way Phillipsburg, NJ 08865	Brenntag Southwest Inc. 1632 Haden Road Houston, TX 77015
Item	Qty.	Description			
1	One	APC\ACH Coagulant - Approximately 670,000 pounds annually	\$0.2625	\$0.2800	\$0.2557
		Product Type:	Hypron-Ion-1090	GC-850	Aquapac 9042
		Manufacturer:	Chemtrade Chemicals	G2O Technologies LLC	Brenntag Southwest Inc.
		Minimum Order:	42,000 lbs	44,000 lbs	48,000 lbs
		Maximum Load:	46,000 lbs	46,000 lbs	48,000 lbs
		Total Annual Cost:	\$175,875.00	\$187,600.00	\$171,319.00

As Read



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

6/15/2021

ITEM 10B

**CONSIDER APPROVAL OF AN
ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
MARSHALL AND PINEY LAND I, LLC
PURSUANT TO CHAPTER 380 OF THE
LOCAL GOVERNMENT CODE**

**CITY OF MARSHALL, TEXAS
AND
PINEY LAND I, LLC
AND
PINEY PARK, LLC**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (the “Agreement”) is made and entered into by and between the **CITY OF MARSHALL, TEXAS**, a Texas home-rule municipality (the “City”), **PINEY LAND I, LLC**, a Texas limited liability company (the “Developer”) and **PINEY PARK, LLC**, a Texas limited liability company (“Piney Park”).

RECITALS

WHEREAS, Developer owns certain land located within the extra-territorial jurisdiction of the City of Marshall, Texas consisting of approximately 126.51 acres of land located at the end of Martin Lake Road south of Interstate 20, as more particularly described by legal description attached hereto as Exhibit “A” (the “Property” or “Tract 1”); and

WHEREAS, Developer intends to construct improvements to the Property and enter into a 50 year lease with Piney Park, LLC, a Texas limited liability company (“Piney Park”), to operate a seasonal holiday park and commercial development described on the Property (the “Project”); and

WHEREAS, the City recognizes the positive impact that the Project will bring to the City through the timely development and diversification of the economy, reduction of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the ad valorem and sales and use tax revenues generated by the Project for the City; and

WHEREAS, the City has established a program, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“Chapter 380”) pursuant to which the City has authority to enter into this Agreement, and has authority under Chapter 380 of the Texas Local Government Code to provide personnel and services of the municipality for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City has determined that providing personnel and services on behalf the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will reduce unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **“Agreement”** means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **“City”** means the City of Marshall, Texas, a Texas home-rule municipality.
- (c) **“Construction Budget”** means a complete City budget for the construction of Martin Lake Loop which will include each item to be constructed and the cost of that item based on bids that the city has received.
- (d) **“Developer”** means Piney Land I, LLC, a Texas limited liability company.
- (e) **“Effective Date”** means the date this Agreement is executed by the last party to execute this Agreement.
- (f) **“Event of Default”** means and includes any of the Events of Default set forth in the Section 6 entitled “Events of Default” in this Agreement.
- (g) **“Part Time Positions”** means a job requiring a minimum of twenty (20) hours of work per week at a rate of pay of not less than \$10.00 per hour.

(h) **“Property”** means the approximately 126.51 acre tract of land in Harrison County, Texas, as more particularly described and or depicted in Exhibit “A” of this Agreement, which is attached hereto and incorporated herein for all purposes.

(i) **“Capital Expenditures”** means all of the costs incurred by the Developer and Piney Park in the purchase and preparation of the Property and Tract 2 (as defined below) for a seasonal holiday park including, but not limited to, restrooms, a gift shop, a sweet shop, concession stands, covered seating areas, and activities, as generally depicted in Exhibit “B” of this Agreement.

(j) **“Taxes”** means all taxes paid by Developer and Piney Park, including but not limited to ad valorem and sales and use tax.

(k) **“Term”** means the term of this Agreement from the Effective Date to the date on which the City has collected in Taxes from Piney Park or Developer, collectively, the lesser of \$195,000 or the costs incurred in the construction of Martin Lake Loop.

(l) **“Sales and Use Tax Revenue”** means the City’s municipal sales and use tax pursuant to Section 321.103(a) of the Texas Tax Code, as amended, or any successor tax or replacement tax of the same.

SECTION 3. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with the City that, during the term of this Agreement, it shall comply with the following terms and conditions:

(a) **Capital Expenditures.** Developer and Piney Park covenant and agree to invest no less than **Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00)** in the improvement and development of the Property and Project. Further, Developer and Piney Park covenant and agree to submit to the City invoices, receipts, or other documentation for the Capital Expenditures made to the Property in an amount of not less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) in a form acceptable to the City by February 1, 2022.

(b) **Certificate of Occupancy.** Developer and/or Piney Land covenant and agree to obtain or cause to be obtained from the City a Certificate of Occupancy for all structures located on the Property by December 1, 2021.

(c) **Operation of Project.** Piney Park covenants and agrees during the Term of this Agreement to maintain and keep open the Project, on an appropriate seasonal basis as is customary in the industry.

(d) **Generation of Tax Revenue.** Developer and Piney Park will be subject to customary taxes levied by the City including sales tax for the Project and property taxes on the Property.

(e) **Job Creation and Retention.** Piney Park covenants and agrees during the Term of this Agreement to employ and maintain during the Christmas season, a minimum of ten (10) Part Time Positions. Developer covenants and agrees during the term of this Agreement to provide to the

City, upon request, proof of its maintenance and employment of persons for the positions required in this Section 3(e) in a form acceptable to the City. The City shall have the right to request and receive such proof not more than annually.

(f) Performance. Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer, and by and between MEDCO and Developer. Developer further agrees to make timely performance of the pre-conditions described in section 4 (e) below.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, during the Term of this Agreement, it shall comply with the following terms and conditions:

(a) City Expenditure and Construction. Subject to the pre-conditions described in the paragraph 4(c), below, and subject to the limitations described herein, the City will expend up to, but not more than, One Hundred Ninety-Five Thousand Dollars (\$195,000.00) to construct Martin Lake Loop on a portion of the land described in Exhibit “A” attached hereto (“Tract 2”) (the \$195,000 does not include any costs that the City may incur in maintaining the road in the future). The portion of Tract 2 **that Martin Lake Loop will occupy will be substantially similar to the road depicted in Exhibit “C”** attached hereto which will extend from the Interstate-20 Service Road to the cross streets of Martin Lake Road and Highway 59 (“Martin Lake Loop”). Martin Lake Loop will be a two lane, asphalted road built to City standards. The City will be solely responsible for maintaining Martin Lake Loop after its completion to the same standard it maintains other City roads.

(b) Drainage. The City will cause the drainage system constructed in connection with Martin Lake Loop to accommodate and coalesce with the drainage associated with both Tract 1 and Tract 2 described in Exhibit “A”.

(c) Pre-conditions to construction of Martin Lake Loop. City’s obligation to construct Martin Lake Loop shall be contingent upon the Developer’s meeting the following pre-conditions for construction:

- I. Developer will clear all existing timber and remove all remaining stumps from the proposed course of Martin Lake Loop to a standard acceptable to City. The City must accept the proposed course in writing; and
- II. Developer will dedicate to the City at no cost all easements or right-of-ways necessary for the construction of Martin Lake Loop as depicted in Exhibit “C” not later than _____, 2021; and
- III. Developer will make payments for Additional Costs exceeding One Hundred Ninety-Five Thousand Dollars (\$195,000.00) in accordance with Section 4(d)(II) below.

(d) Costs of Construction of Martin Lake Loop.

- I.** The City's construction obligation for Martin Lake Loop is limited to the expenditure of One Hundred Ninety-Five Thousand Dollars (\$195,000.00). The \$195,000.00 must be spent in accordance with the Construction Budget on Exhibit "D" attached hereto.
- II.** In the event the Construction Budget exceeds \$195,000.00, the City shall give Notice to Developer of the additional costs (the "Additional Costs") and within thirty (30) days of receiving Notice, the Developer shall pay City the Additional Costs in an amount not to exceed \$25,000.00 in aggregate. The Notice will include all invoices paid to date (Additional Costs does not include, and Developer will not be responsible for paying for, items not included on the Construction Budget).
- III.** If the Additional Costs exceed \$25,000.00, the Developer and City will negotiate in good faith an agreement providing further cost sharing for the remaining costs associated with the Construction Budget in excess of \$220,000.00.

(e) Completion of Construction. Provided that Developer has timely met all covenants and pre-conditions under this Agreement, the City will achieve substantial completion of the Martin Lake Loop no later than 120 days after the clearing of the timber and removal of stumps have been accepted by the City.

(f) Performance. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and City.

SECTION 5. CESSATION OF ADVANCES OR CONSTRUCTION.

If the City has made any commitment to provide any financial or "in-kind" assistance to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse any financial or "in kind" assistance, or continue the construction called for in Section 4 of this Agreement if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) General Event of Default. Failure of Developer, Piney Park, or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City, including the Annexation,

Service, and Development Agreement dated June 9, 2021 by and between the City and Developer, is an Event of Default.

(b) False Statements. Any warranty, representation, or statement made or furnished to one party by the other under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) Insolvency. Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) Ad Valorem Taxes. Developer allows its ad valorem taxes owed to the City, County, or any other taxing entity to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from the City and/or Harrison County Central Appraisal District is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

If an Event of Default occurs under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default ("Cure Deadline").

In the event Developer and/or Piney Park is unable or unwilling to cure an Event of Default within the prescribed time period, as the City's sole and exclusive remedy, the (i) City may terminate this Agreement and (2) difference between the amount expended by the City in constructing Martin Lake Loop and the amount in Taxes collected by the City from Developer and Piney Park (the "Default Payment") shall become due and payable to the City within forty five (45) days after the Cure Deadline. The City shall have no other remedy for an Event of Default under this Agreement other than the termination of this Agreement and the Default Payment.

In the event City is unable or unwilling to cure an Event of Default within the prescribed time period, as the Developer's sole and exclusive remedies, the Developer may first seek disannexation of the Property and if disannexation fails to occur, the Developer will seek reimbursement from the City as described below.

- I. Disannexation.** In the event the City fails to construct and substantially complete Martin Lake Loop within 120 days after the clearing of the timber and removal of stumps has been accepted by the City and the Landowner pays for the completion of Martin Lake Loop at its own expense, the City agrees, at the request of the Landowner, to promptly disannex Tract 1 and obtain any necessary City approvals to cause the disannexation.

II. Reimbursement. If the Developer's request for disannexation described in (I) above fails to occur (provided the Landowner may not seek reimbursement if it caused the failure of the disannexation) and the Developer pays for the completion of Martin Lake Loop at its own expense, the City agrees to reimburse Developer for the expenses incurred by Developer; provided, however, City shall in no event be required to expend in excess of \$195,000 under this Agreement in performance or in reimbursement or in a combination of the two. (For example: if City has spent \$175,000, but then City defaults and fails to cure its default, and Developer spends \$50,000 to complete Martin Lake Loop, City's obligation to reimburse Developer shall be only \$20,000; if City has spent \$195,000 but then City defaults and fails to cure, and then Developer spends \$50,000 to complete Martin Lake Loop, City shall have no obligation of reimbursement under this provision).

SECTION 8.

TERMINATION OF AGREEMENT BY THE CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an Event of Default by Developer or Piney Park if (i) any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual or illegal, including case law holding that a Chapter 380 Economic Development Agreement rebating Sales and Use Taxes such as this Agreement is an unconstitutional debt; or (ii) the federal government implements the Streamlined Sales and Use Tax or similar legislation in such a manner as to change the consummation of a Sales and Use Tax event to a tax situs outside of the City thereby eliminating the City's rights in the sales tax proceeds paid by Developer for taxable sales located on the Property.

Termination of this Agreement by the City under this Section of the Agreement shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law.

SECTION 9.

INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harrison County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Harrison County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of an event or occurrence caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the party; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes, explosions, breakdown or failure of equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss,

interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, or (e) any other cause (except financial), whether similar or dissimilar, over which the parties have no reasonable control and which forbids or prevents performance, then such delay in or failure of performance shall be excused for the period of time necessary to accommodate performance under such force majeure.

(i) Notices. Any notice or other communication required or permitted by this Agreement (“Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand to the party or any agent of a party to this Agreement or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested to the party to be notified at the address set forth below.

Any payment due under this Agreement to the City shall be made by check at the address set forth below, unless timely notice of change of address is given to Developer or Piney Park in writing at least fifteen (15) days prior to the date the payment must be made.

Any Notice shall be addressed as follows, unless changed in accordance with this Agreement:

To the City:

City of Marshall, Texas, 401 S. Alamo Blvd.
Marshall, Texas 75670
Attn: City Manager

To the Developer:

Piney Lane I, LLC
13727 Cole Point Dr.,
Humble, Texas 77396
Attn: Natalie Stanley

To Piney Park:

Piney Park, LLC
13727 Cole Point Dr.,
Humble, Texas 77396
Attn: Natalie Stanley

(j) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(k) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(l) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(m) Undocumented Workers. The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

(n) Controlling Agreement. In the event that this agreement is inconsistent with or conflicts with any other agreement between City and Developer, this provisions of this agreement shall supersede and be controlling.

(o) Prohibited Contracts. In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

City of Marshall, Texas
a Texas home-rule municipality

By: _____
Amy Ware
Mayor

ATTEST:

City Secretary

DEVELOPER:

Piney Land I, LLC
A Texas limited liability company

By: _____
Ty Coulter
Member

PINEY PARK:

Piney Park, LLC
A Texas limited liability company

By: _____
Ty Coulter
Member

STATE OF TEXAS
COUNTY OF HARRISON

This instrument was acknowledged before me on the ____ day of _____ 2021, by Amy Ware, Mayor of the City of Marshall, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____ 2021, by Ty Coulter, a Member of Piney Land I, L.L.C., a Texas limited liability company, on behalf of said and as the act of deed of said limited liability company.

Notary Public, State of Texas

Exhibit A

Legal Description of Tract 1 and Tract 2

Tract 1 or the Property:

Being 126.51 acres of land situated in the Joseph Fields Survey, A-249, Harrison County, Texas, and being all of a called 136 acre tract described in a deed to William L. Martin, recorded in Volume 1986, Page 329, Harrison County Official Public Records, (HCOPR), said 126.51 acre tract being more particularly described by metes and bounds as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 201031, (Bearing Basis: SPC Texas North Central 4202, NAD83, GRID):

BEGINNING at a 2 inch iron pipe "crimped", found for the northwest corner of this tract, same being on the south line of a called 1.845 acre tract described in a deed to Velma Washington, recorded in Volume 4221, Page 161, (HCOPR), and the easternmost north corner of a called 10.169 acre tract described in a deed to Marshall 1-20 East Properties LLC, recorded in File No. 2010-000002661, Harrison County Clerk Files (HCCF), from which a 1/2 inch iron rod with a plastic cap stamped "Cox Sury RPLS 4970" found for the southwest corner of said 1.845 acre tract bears S 85° 39' 49" W, a distance of 39.14 feet;

THENCE N 85° 39' 49" E, with the common line between this tract and said 1.845 acre tract, 173.32 feet to a 1/2 inch iron rod with a plastic cap stamped "Cox Sury RPLS 4970" found, for an angle corner on this tract's north line, same being the southeast corner of said 1.845 acre tract and the southwest corner of a called residue of 50 acres described in a deed to Texie Davis, recorded in Volume 1896, Page 105, (HCOPR);

THENCE N 87° 05' 09" E, with the south line of said residue of 50 acres, 822.71 feet to a % inch iron pipe "bent" found in the base of a tree for the southeast corner of said residue of 50 acres, same being the westernmost southwest corner of a called 142.29 acre tract described in a deed to B, G&N Properties, LLC. recorded in File No. 2019-000012497 (HCCF);

THENCE with the common lines between this tract and said 142.29 acre tract the following courses and distances;

1. N 86° 48' 08" E, a distance of 1736.49 feet to a % inch iron pipe found, for the northeast corner of this tract;
2. S 02° 25' 26" E, a distance of 2091.51 feet (Called 1833.33 feet) to a 1/2 inch iron rod with plastic cap stamped "RPLS 4528" found, for the southeast corner on this tract, same being the northeast corner of a called 14.996 acre tract described in a deed to Michael W. ward and Terry R. Turner-Ward, recorded in File No. 2014-000012247 (HCCF);

THENCE S 88° 05' 52" W, with the south line of this tract, at 391.75 feet pass a 1/2 inch iron rod with plastic cap stamped "RPLS 4528" found, for the northwest corner of said 14.996 acre tract, same being the northeast corner of a called Middle 17.5 acre tract described in a deed to Lisa Ford recorded in Volume 1373, Page 295, Harrison County Deed Records (HCDR), at a distance of 860.36 feet pass a 1/2 inch iron rod with plastic cap stamped "RPLS 4528" found, for the northwest corner of said 17.5 acre tract, same being the northeast corner of a called Westernmost 17.5 acre tract described in a deed to Terry Turner, recorded in Volume 1373, Page 295 (HCDR), at a distance of 1342.25 feet pass a 1/2 inch iron rod with a plastic cap stamped "Cox Sury RPLS 4970" found, for the northwest corner of said Westernmost 17.5 acre tract, same being the northeast corner of a called 19.984 acre tract described in a deed to Terry R. Turner, recorded in File No. 2017-000004325 (HCCF), at a distance of 1910.26 feet pass a 1/2 inch iron rod with plastic cap stamped "RPLS 4528"

found, for the northwest corner of said 19.984 acre tract, same being the northeast corner of a called 20.009 acre tract described in a deed to Terry R. Turner, recorded in Volume 3392, Page 135, (HCOPR), continuing an overall distance of 2313.82 feet to a 1/2 inch iron rod with plastic cap "unreadable", found for the northwest corner of said 20.009 acre tract, same being the northeast corner of a called residue of 13.52 acre Tract 3, described in a deed to Virginia Person Jarrell, recorded in Volume 608, Page 485 (HCDR);

THENCE S 88° 01' 50" W, with the south line of this tract and the north line of said residue of 13.52 acres, 288.63 feet to a 3/4 inch iron pipe "crimped", found for the southwest corner of this tract, same being on the east line of a called Gateway Park Subdivision, being recorded in Cabinet B, Slide 129-B, Harrison County Plat Records (HCPR);

THENCE N 06° 24' 04" W, with the west line of this tract, at a distance of 1203.22 feet pass a 1/2 inch iron rod with a plastic cap stamped "Cox Sury RPLS 4970", found for reference continuing on passing the northeast corner of said Gateway Park Subdivision, same being the southeast corner of a called residue of 18.55 acre Second tract, described in a deed to Richard M. Anderson, recorded in Volume 1341, Page 534, (HCDR), at a distance of 1818.94 feet pass a 5/8 inch iron rod, found 0.58 feet left of line, continuing an overall distance of 1835.32 feet to a 1/2 inch iron rod with a plastic cap stamped "Cox Sury RPLS 4970", found for the northeast corner of said residue of 18.55 acre Second Tract, same being the southeast corner of said 10.169 acre tract;

THENCE N 03° 09' 41" W, with the east line of said 10.169 acre tract, 200.99 feet to the PLACE OF BEGINNING and containing 126.51 acres of land, more or less.

Tract 2:

Tract One:

Being 1.578 acres of land situated in the Joseph Fields Survey, A-249, and the J. Page Survey, A-538 Harrison County, Texas, and being a portion of a called 149 acre tract described in a deed to C.K. Cox, recorded in Volume 35, Page 197, Harrison County Deed Records, (HCDR), said 1.578 acre tract being more particularly described by metes and bounds as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 21114, Dwg. No. 21114-1 (Bearing Basis: SPC Texas North Central 4202, NAD83, GRID):

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Cox Surv RPLS 4970", found on the east right of way of Highway 59, for the south line of said 149 acre tract, same being the northwest corner of a Gateway Park Subdivision, recorded in Cabinet B, Slide 129-B, Harrison County Plat Records, (HCPR), from which a 1/2 inch iron rod with plastic cap stamped "Cox Surv RPLS 4970", found bears S 01° 33' 51" W, 11.98 feet, and a 1/2 inch iron rod with plastic cap stamped "4970" found for the westernmost southwest corner of said Gateway Park Subdivision bears S 00° 44' 34" W, a distance of 235.27 feet;

THENCE N 01° 45' 34" E, with the east right of way of said Highway 59, 36.28 feet to a 1/2 inch iron rod with plastic cap stamped "Cox Surv RPLS 4970", found, for the westernmost northwest corner of this tract, same being the southwest corner of a called 5.192 acre tract described in a deed to QT South LLC, recorded in File No. 2020-000013616, Harrison County Clerk Files (HCCF), from which a 1/2 inch iron rod with plastic cap stamped "1519 Surveying", found bears N 78° 00' 18" E, 7.94 feet;

THENCE N 85° 56' 02" E, with the south line of said 5.192 acre tract, 732.42 feet to a ½ inch iron rod with plastic cap stamped "1519 Surveying" found for the southeast corner of said 5.192 acre tract, and the south line of a called 18.55 acre tract, as described in a deed recorded in Volume 1341, Page 534, from which a ½ inch iron rod with plastic cap stamped "1519 Surveying" found, for the easternmost northeast corner of said 5.192 acre tract, same being an angle corner on the west line of said 18.55 acre tract bears N 04° 00' 25" W, a distance of 318.90 feet;

THENCE N 86° 18' 52" E, with the south line of said 18.55 acre tract, 1317.50 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set, on the east line of said residue of 18.55 acre tract, for the northeast corner of this tract, same being on the west line of the called residue of 136 acres described in a deed to William L. Martin, recorded in Volume 1986, Page 329, (HCOPR)

THENCE S 06° 24' 19" E, with the east line of said residue of 18.55 acre tract, 27.79 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set in a gravel road, for the southeast corner of this tract, same being the southeast corner of said 149 acre tract, same being the northeast corner of said Gateway Park Subdivision, from which a ½ inch iron rod with plastic cap stamped "Cox Surv RPLS 4970", found bears S 06° 24' 19" E, a distance of 30.06 feet;

THENCE S 85° 56' 44" W, with the south line of said 149 acre tract and said Gateway Park Subdivision, at 1318.64 feet passing a set ½" iron rod with plastic cap stamped "MTX Surveying", continuing along the same course another 736.07 feet to the PLACE OF BEGINNING and containing 1.578 acres of land, more or less.

Tract Two:

Being 16.746 acres of land situated in the Joseph Fields Survey, A-249, J. Page Survey, A-538, and the T. Perry Survey, A-571, Harrison County, Texas, and being a portion of a called residue of 18.55 acre Second Tract described in a deed to Richard M. Anderson, recorded in Volume 1341, Page 534, Harrison County Deed Records, (HCDR), said 16.746 acre tract being more particularly described by metes and bounds as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 21114, (Bearing Basis: SPC Texas North Central 4202, NAD83, GRID):

BEGINNING at a ½ inch iron rod with plastic cap stamped "Cox Surv RPLS 4970", found for the easternmost northeast corner of said residue of 18.55 acre tract, same being on the west line of the called 136 acre tract described in a deed to William L. Martin recorded in Volume 1986, Page 329, Harrison County Official Public Records (HCOPR), and the southeast corner of a called 10.169 acre tract described in a deed to Marshall I-20 Properties, LLC recorded in File No. 2010-000002661 (HCCF); from which a found 5/8 inch iron rod bears S 04° 21' 36" E, 16.39 feet, and a 2 inch iron pipe "crimped" found for the northwest corner of said residue of 136 acres bears N 03° 09' 41" W, 200.99 feet;

THENCE S 06° 24' 19" E, with the common line between said residue of 18.55 acre tract and said 136 acres tract 574.24 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set, for the southeast corner of this tract, same being the northeast corner of a 1.578 acre Tract One surveyed this same date, from which a ½ inch iron rod with plastic cap stamped "MTX Surveying"

set in a gravel road, for the southeast corner of said 1.578 acre tract, bears S 06° 24' 19" E, a distance of 27.79 feet;

THENCE S 86° 18' 52" W, with the south line of said 18.55 acre tract and with the north line of said 1.578 acre Tract One, 1317.50 feet to a ½ inch iron rod with plastic cap stamped "1519 Surveying" found for the southeast corner of a called 5.192 acre tract described in a deed to QT South LLC, recorded in File No. 2020-000013616, Harrison County Clerk Files (HCCF), same being the southwest corner of said residue of 18.55 acre tract;

THENCE N 04° 00' 25" W, with a western line of said residue of 18.55 acres and the east line of said 5.192 acre tract, 318.90 feet to a ½ inch iron rod with plastic cap stamped "1519 Surveying" found for an angle corner on said residue of 18.55 acre tracts west line, same being the easterly northeast corner of said 5.192 acre tract, and on the south line of a called 2.2953 acre tract described in a deed to Aryan Group LLC, recorded in File No. 2016-000010468 (HCCF), from which a ½ inch iron rod found for the southwest corner of said 2.2953 acre tract bears S 84° 51' 48" W, a distance of 210.76 feet;

THENCE with the common line between said residue of 18.55 acres and said 2.2953 acre tract the following courses and distances; 1) N 84° 44' 25" E, a distance of 34.30 feet to a ½ inch iron rod, found; 2) N 05° 09' 29" W, a distance of 160.31 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set, for the westernmost northwest corner of this tract, same being the southwest corner of a 1.755 acre tract surveyed this same date, from which a ½ inch iron rod found, for an angle corner on the east line of said 2.2953 acre tract bears N 05° 09' 29" W, 203.91 feet ;

THENCE over and across said residue of 18.55 acre tract, and with the common line with said 1.755 acre tract the following courses and distances; 1) S 88° 10' 11" E, a distance of 230.64 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set; 2) N 05° 00' 29" W, a distance of 73.37 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set; 3) S 86° 01' 06" W, a distance of 39.94 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set; 4) N 05° 01' 08" W, a distance of 357.33 feet to a ½ inch iron rod with plastic cap stamped "MTX Surveying" set, on the south margin of Interstate 20 Access Road, for the northern most northwest corner of this tract, same being the northeast corner of said 1.755 acre tract;

THENCE N 60° 43' 22" E, with the south right of way of said Access Road and the north line of said 18.55 acre tract, 43.88 feet to a ½ inch iron rod found for the northernmost northeast corner of this tract, same being the northwest corner of said 10.169 acre tract;

THENCE with the common line between said residue of 18.55 acres and said 10.169 acre tract the following courses and distances; 1) S 05° 00' 29" E, a distance of 336.03 feet to a ½ inch iron rod with plastic cap stamped "RPLS 4528", found; 2) N 86° 11' 06" E, a distance of 1034.91 feet to the PLACE OF BEGINNING and containing 16.746 acres of land, more or less.

Exhibit B

Capital Expenditures

[See Attached]

Piney Park Town Layout / Exhibit C

Page 67



Exhibit C

Martin Lake Loop

[See Attached]

Exhibit C

- Property Boundary Lines
- New Road – Martin Lake Loop

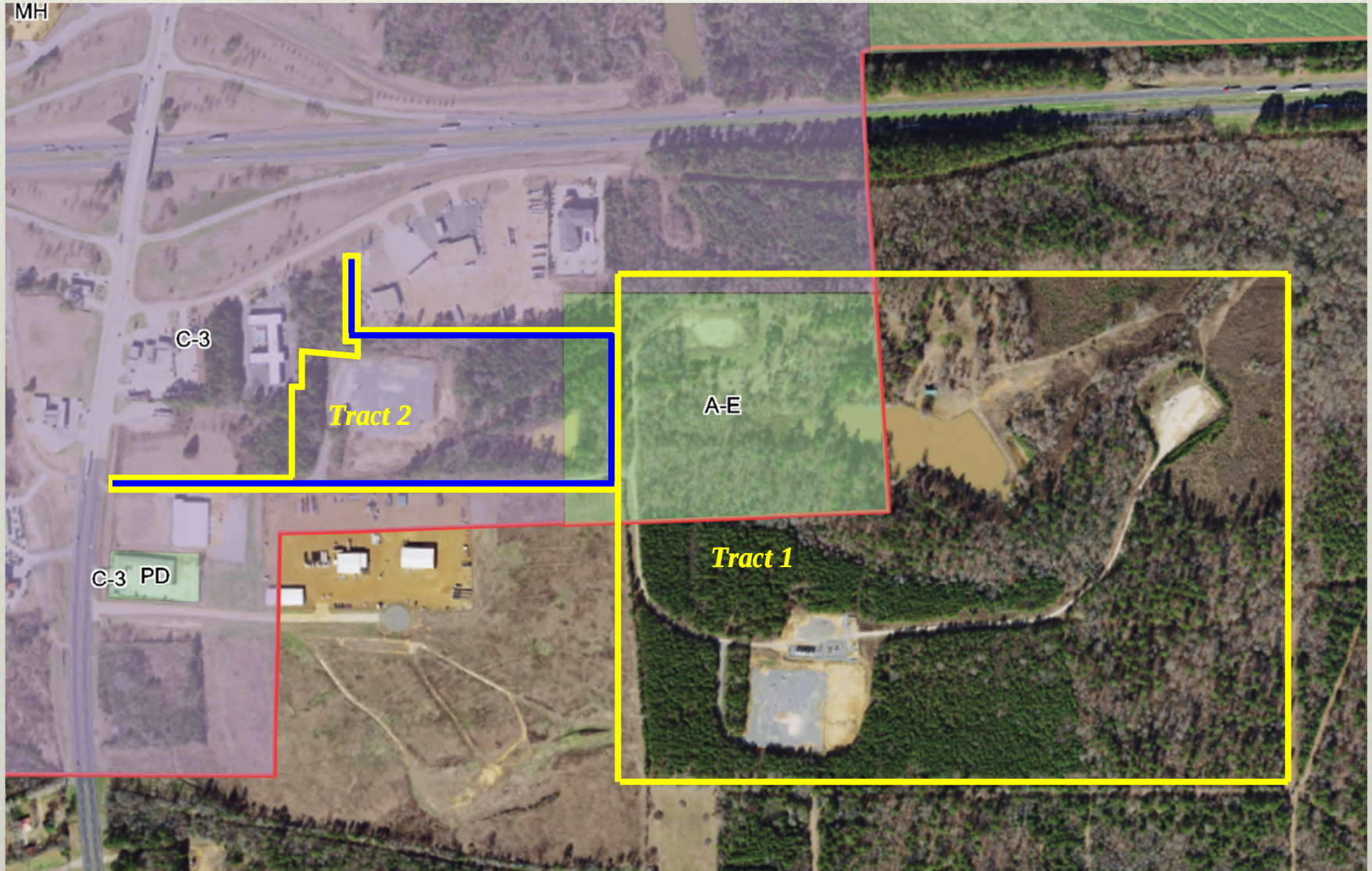


Exhibit D

Construction Budget

1. Fine tune grading of any areas, minimal. - \$5,000
2. Pulverize and cement treat base, 10" deep, 28 feet wide compacted\shaped. - \$65,000*
3. Install 3" asphalt wearing course. - \$130,000*
4. Minor drainage where needed (can be kept to a minimum). - \$2,500

TOTAL: \$202,500

* 2021 bid prices.

"After walking the proposed ROW and speaking with the property owners today items 1 and 4 will most likely not be needed or kept to a minimum and they understand we need to keep a 10% contingency in case we find anything that needs to be excavated (old foundations, buried farm equipment etc.)."

ITEM 10C

**CONSIDER APPROVAL OF AN
EXPENDITURE IN EXCESS OF \$50,000 AS
AN INCENTIVE FOR PROJECT TARPON**



June 17, 2021

The Honorable City Council of Marshall, Texas
P.O. Box 698
Marshall, Texas 75670

The Marshall Economic Development Corporation has requested to appear before the City Council on June 24, 2021, for consideration of an expenditure in excess of \$50,000 for Project Tarpon. Marshall EDC has been in communication with an oil and gas service company regarding expansion in Marshall since December 2020. This is an expansion of Project Tarpon's existing Harrison County operations to a privately owned facility within the city limits of Marshall. The company has purchased a privately owned facility within the Marshall Business Park with plans to upgrade existing buildings, add additional building improvements, add additional labor, and invest in additional machinery and equipment for its regional operations.

Marshall EDC respectfully requests the approval of an incentive package for the project. Full details of the proposed project will be provided by separate delivery to each Council Member to maintain confidentiality until such time for the City Council's consideration.

We thank you for the opportunity to present this project before the City Council of Marshall.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rush Harris".

Rush Harris
Executive Director
Marshall Economic Development Corporation

ITEM 11

CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 12A

EXECUTIVE SESSION

**CONSIDER, DISCUSS, AND DELIBERATE
SALE OF PROPERTY
ADJOURNMENT**

ITEM 13A

**CONSIDER DIRECTION TO CITY STAFF
REGARDING PROPERTY DISCUSSED IN
EXECUTIVE SESSION**

ITEM 14

ADJOURNMENT