

1. 9-22-22 Agenda Packet (PDF)

Documents:

[9-22-22 AGENDA.PDF](#)

2. 9-22-2022 Agenda Packet (PDF)

Documents:

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**CITY OF MARSHALL, TEXAS  
REGULAR CITY COUNCIL MEETING  
COUNCIL CHAMBERS, CITY HALL, 401 SOUTH ALAMO  
SEPTEMBER 22, 2022, 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](http://www.marshalltexas.net).**

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**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](http://www.marshalltexas.net)**

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**1. CALL TO ORDER AND ROLL CALL**

**2. INVOCATION AND PLEDGES**

**3. PROCLAMATION**

A. Proclamation declaring Tuesday, October 4, 2022 as "National Night Out" in the City of Marshall. (Mayor)

**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 an agenda the opportunity to do so before or during the body's consideration of the item. Those who wish to speak will have three minutes to do so 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 ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**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 September 8, 2022 Regular meeting.

- B. Consider approval of updates to the Governance Policy. (City Secretary)
- C. Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Main Street Coordinator)
- D. Consider approval of expenditure in excess of \$50,000 for implementation of new ERP System. (Finance Director)

7. **ORDINANCE**

- A. Consider approval of an ordinance regarding a proposed amendment allowing Mobile Food Vendors in City of Marshall Area. (Community Development Director)

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 **CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**

9. **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.
- B. An Executive Session pursuant to Section 551.071 which authorizes a governmental body to consult with its attorney 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.

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

- A. Consider direction to City Staff regarding property discussed in Executive Session.
- B. Consider and act upon advice of counsel concerning expenditures.

11. **ADJOURNMENT**

Posted: September 19, 2022  
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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Page 4**

**2. INVOCATION AND PLEDGES  
Page 5**

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A. Proclamation declaring Tuesday, October 4, 2022 as "National Night Out" in the City of Marshall. (Mayor)

**Page 6**

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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. Those who wish to speak will have three minutes to do so unless additional time has been requested.

**Page 8**

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A. Consider approval of the minutes from the September 8, 2022 Regular meeting.

**Page 10**

B. Consider approval of updates to the Governance Policy. (City Secretary)

**Page 15**

C. Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Main Street Coordinator)

**Page 31**

D. Consider approval of expenditure in excess of \$50,000 for implementation of new ERP System. (Finance Director)

**Page 36**

7. **ORDINANCE**

A. Consider approval of an ordinance regarding a proposed amendment allowing Mobile Food Vendors in City of Marshall Area. (Community Development Director)

**Page 48**

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**Page 57**

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**Page 58**

B. An Executive Session pursuant to Section 551.071 which authorizes a governmental body to consult with its attorney 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.

**Page 59**

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

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

**Page 60**

B. Consider and act upon advice of counsel concerning expenditures.

**Page 61**

11. **ADJOURNMENT**

**Page 62**

Marshall City Council Meeting  
September 22, 2022  
Page 3

Posted: September 19, 2022  
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.

## **ITEM 1**

### **CALL TO ORDER AND ROLL CALL**

## **ITEM 2**

### **INVOCATION AND PLEDGES**

## **ITEM 3**

### **PROCLAMATION**

**PROCLAMATION DECLARING  
TUESDAY, OCTOBER 4, 2022 AS  
“NATIONAL NIGHT OUT” IN THE CITY  
OF MARSHALL**

# PROCLAMATION



**WHEREAS,** the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 4, 2022 entitled “National Night Out”; and

**WHEREAS,** the National Night Out campaign provides an opportunity for neighbors in Marshall to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

**WHEREAS,** National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

**WHEREAS,** neighbors in Marshall assist the Marshall Police Department through joint community-building efforts and support National Night Out 2022; and

**WHEREAS,** it is essential that all neighbors of Marshall come together with police and work together to build a safer, more caring community.

**NOW, THEREFORE,** We, City Council of Marshall, do hereby call upon all neighbors of Marshall to join the Marshall Police Department and National Association of Town Watch in support for National Night Out on Tuesday, October 4, 2022.

**FURTHER, LET IT BE RESOLVED THAT,** We, City Council of Marshall, do hereby proclaim Tuesday, October 4, 2022 as “National Night Out” in Marshall, Texas.

---

Amy Ware, Mayor  
City of Marshall, Texas

## **ITEM 4**

### **CITIZEN COMMENTS**

## **ITEM 5**

### **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**

## **ITEM 6A**

### **CONSENT AGENDA**

**CONSIDER APPROVAL OF THE  
MINUTES FROM THE SEPTEMBER 8,  
2022 REGULAR MEETING**

MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MARSHALL  
SEPTEMBER 8, 2022  
6:00 PM

---

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 6:00 p.m.

PRESENT:

MAYOR: Amy Ware, District 4

COUNCIL MEMBERS:

|                               |                          |
|-------------------------------|--------------------------|
| Marvin Bonner, District 1     | Leo Morris, District 2   |
| Jennifer Truelove, District 3 | Reba Godfrey, District 5 |
| Amanda Abraham, District 6    | Micah Fenton, District 7 |

ADMINISTRATIVE STAFF PRESENT:

|                                                 |                              |
|-------------------------------------------------|------------------------------|
| Terrell Smith, City Manager                     | Christol Hall, HR Manager    |
| Reggie Cooper, Fire Chief                       | Cliff Carruth, Police Chief  |
| Eric Powell, Public Works Director              | Dawn Jones, Finance Director |
| Scott Rectenwald, Acting City Attorney          |                              |
| Randy Pritchard, Support Services Director      |                              |
| Nikki Smith, City Secretary/Payroll Accountant  |                              |
| Garnett Johnson, Community Development Director |                              |

INVOCATION & PLEDGE: Mayor Ware

197. **CITIZEN COMMENTS**

Amanda Smith, 38 Pine Burr Circle, asked for Council to consider increasing the Animal Services budget to include additional Animal Control Officers.

Ed Smith, 38 Pine Burr Circle, provided information regarding activities and events Friends of Marshall Animals (FOMA) assisted with and asked for Council to consider increasing the Animal Services budget to include additional Animal Control Officers.

Veronique Ramirez, 2107 W Pinecrest Dr. #C7, spoke in support of the Mobile Food Vendor ordinance.

Elaine Slaughter, 4100 Victory, FOMA member, asked for Council to consider increasing the Animal Services budget to include additional Animal Control Officers.

Makayla McKool, 345 Haynes Rd., asked for Council to consider increasing the Animal Services budget to include additional Animal Control Officers.

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

Item C was withdrawn from the Consent Agenda.

199. **CONSENT AGENDA**

**Councilmember Bonner made a motion to approve the Consent Agenda. Councilmember Godfrey seconded the motion, which passed with a vote of 7:0.**

A. Consider approval of the minutes from the August 25, 2022 Regular meeting.

- B. Consider approval of an ordinance repealing in its entirety Chapter 2 Article II “Records Management” Sections 2-21 through 2-34 of the City of Marshall, Texas Code of Ordinances and replacing it with Chapter 2 Article II “Records Management” Sections 2-21 through 2-25 and establishing an effective date.

### **PUBLIC HEARING**

200. CONDUCT A PUBLIC HEARING ON THE PROPOSED BUDGET FOR THE 2023 FISCAL YEAR AND ACTION TO ADOPT THE BUDGET OR CONTINUE CONSIDERATION OF THE BUDGET TO A FUTURE MEETING.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

201. CONDUCT A PUBLIC HEARING ON THE PROPOSED TAX RATE OF \$0.565201 PER \$100 VALUATION IN SUPPORT OF THE 2023 ANNUAL BUDGET OF THE CITY OF MARSHALL.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

### **PROCLAMATION**

202. PROCLAMATION REMEMBERING AND HONORING THE FALLEN HEROES FROM 9/11.

Mayor Ware read a proclamation remembering and honoring the fallen heroes from 9/11.

### **ORDINANCE**

203. CONSIDER APPROVAL OF AN ORDINANCE TO ADOPT THE ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS FOR THE 2023 FISCAL YEAR.

Dawn Jones, Finance Director, highlighted estimated revenues and expenses of the 2023 Fiscal Year Budget.

Councilmembers asked questions and discussed.

**Councilmember Bonner made a motion to approve an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2023 fiscal year. Councilmember Morris seconded the motion, which passed with a vote of 7:0.**

204. CONSIDER APPROVAL OF AN ORDINANCE AFFIXING AND LEVYING 2022 AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MARSHALL FOR THE 2023 FISCAL YEAR AT A RATE OF \$0.565201 PER \$100 OF PROPERTY VALUE, WHICH IS EFFECTIVELY A 10.92 PERCENT INCREASE IN THE TAX RATE. THE TAX RATE OF \$0.565201 WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Dawn Jones asked for approval of an ordinance affixing and levying 2022 ad valorem taxes for the use and support of the municipal government of the City of Marshall, Texas, for the 2023 fiscal year at a rate of \$0.565201 per \$100 of property value, *which is effectively a 10.92 percent increase in the tax rate.* **The tax rate of \$0.565201 will raise more taxes for maintenance and operations than last year's tax rate.**

**Mayor Ware made a motion that the property tax rate be increased by the adoption of a tax rate of \$0.565201, which is effectively a 10.92 percent increase in the tax rate. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.**

205. CONSIDER APPROVAL OF AN ORDINANCE REGARDING A PROPOSED AMENDMENT ALLOWING MOBILE FOOD VENDORS IN DOWNTOWN MARSHALL AREA.

Garnett Johnson, Community Development Director, stated the purposed of the amendments to the Mobile Food Vendors ordinance and highlighted the changes. Garnett Johnson asked for approval of an ordinance regarding a proposed amendment allowing mobile food vendors in downtown Marshall area.

Councilmembers asked questions and discussed.

**Councilmember Abraham made a motion to table an ordinance regarding a proposed amendment allowing mobile food vendors in downtown Marshall area. Councilmember Godfrey seconded the motion, which passed with a vote of 7:0.**

**RESOLUTION**

206. CONSIDER APPROVAL OF A RESOLUTION REGARDING A PROPOSED AMENDMENT UPDATING PRICING ON PERMITS.

Garnett Johnson stated comparisons with local cities were made and highlighted the changes to permit fees and asked for approval of a resolution regarding a proposed amendment updating pricing on permit fees.

Councilmembers asked questions and discussed.

**Councilmember Fenton made a motion to approve a resolution regarding a proposed amendment updating pricing on permits. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.**

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

207. REPORT REGARDING NEEDED APPOINTMENTS TO THE VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES.

Nikki Smith, City Secretary, provided information regarding needed reappointments and appointments to the various City boards, commissions and committees. Nikki Smith stated applications will be accepted September 14, 2022 through October 28, 2022.

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

C. Consider approval of a proposed amendment allowing consumption of alcoholic beverages within 100 N. Washington Ave. Telegraph Park.

Councilmember Godfrey stated her reasons for withdrawing this item.

Councilmembers asked questions and discussed.

**Councilmember Truelove made a motion to approve Item C from the Consent Agenda. Councilmember Fenton seconded the motion, which passed with the following vote:**

**Ayes: 6, Mayor Ware, Councilmembers Truelove, Fenton, Morris, Bonner and Abraham**

**Noes: 1, Councilmember Godfrey**

**EXECUTIVE SESSION**

209. 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.

**Councilmember Godfrey made a motion to convene into Executive Session. Councilmember Fenton seconded the motion, which passed with a vote of 7:0. The time was 7:30 PM.**

**Councilmember Truelove made a motion to reconvene from Executive Session. Councilmember Abraham seconded the motion, which passed with a vote of 7:0. The time was 7:51 PM.**

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

210. CONSIDER DIRECTION TO CITY STAFF REGARDING PROPERTY DISCUSSED IN EXECUTIVE SESSION.

Item withdrawn.

211. **ADJOURNMENT**

**Councilmember Godfrey made a motion for adjournment. Councilmember Abraham seconded the motion, which passed with a vote of 7:0.**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

**Ordinances: O-22-18  
O-22-19  
O-22-20  
O-22-21  
Resolutions: R-22-28**

## **ITEM 6B**

### **CONSENT AGENDA**

**CONSIDER APPROVAL OF UPDATES TO  
THE GOVERNANCE POLICY**

## **MEMORANDUM**

To: Members of the City Council  
From: Nikki Smith, City Secretary  
Date: September 14, 2022  
Subject: Consider approval of updates to the Governance Policy

---

This item has been placed on the agenda for consideration of updates to the Governance Policy. The Governance Policy addresses mayor and council relations, council and staff relations, roles, agenda procedures, and meetings. The last updates to the policy were approved June 11, 2020. The document is supposed to be revised periodically.

Changes – Section 2.8 was updated to state the “most current Robert’s Rules of Order edition” rather than a specific edition.

Section 3.3 was updated to allow Presentations & Proclamations to occur earlier in the meeting.

Sections 4.2 & 4.3 have been changed to give the acting chairperson the authority to cancel or change the meeting time for city-related emergencies.

Sections 7.1 & 7.3 were updated to indicate the corresponding article of the Charter.



## Governance Policy and Rules of Procedure

Adopted June 22, 2017  
Revised July 13, 2017  
Revised July 27, 2017  
Revised August 10, 2017  
Revised June 11, 2020  
Revised September 15, 2022

**City of Marshall  
City Council Governance Policy  
& Rules of Procedure**

**Table of Contents**

| Section | Title                   | Page |
|---------|-------------------------|------|
| I       | Introduction            | 3    |
| II      | Roles                   | 4    |
| III     | Agenda Procedures       | 5    |
| VI      | Meetings                | 7    |
| V       | Electronic Tablet Usage | 11   |
| VI      | Planning                | 13   |
| VII     | Council/Staff Relations | 14   |

## **Council Governance Policy & Rules of Procedure**

### **Section I – Introduction**

The Marshall City Council is the governing body for the City of Marshall, Texas in accordance with the home rule charter. Therefore, it must bear the responsibility for the integrity of the governance. The council shall determine its own rules and order of business as authorized by city charter. The council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy addresses chair (mayor) and council relations, council and staff relations, roles, agenda procedures, and meetings. By adopting these guidelines, we as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public. This policy will be reviewed and adopted on an annual basis.

## **Council Governance Policy & Rules of Procedure**

### **Section II – Roles**

2.1 It shall be standard practice that after every city council general election, the council shall select a chair (mayor) and acting-chair (mayor pro tem) of the council.

2.2 The chair shall preside at meetings of the council, and shall be recognized as head of city government for all ceremonial purposes and by the governor for purpose of emergency management and disaster mitigation purposes, but shall have no regular administrative duties other than as prescribed by state law and city charter.

2.3 The acting-chair shall serve in the absence of the chairperson.

2.4 The chair shall preserve order and decorum and shall require council members engaged in debate to limit discussion to the question under consideration.

2.5 The city manager shall organize senior level city staff to conduct orientation for new council members. City staff will also coordinate swearing-in ceremony with newly elected officials.

2.6 Each Councilmember shall have equal authority to ensure the policies and procedures in this document are being followed by all parties.

2.7 Except for those designated powers which may be exercised by the chair, the sole official power of each individual councilmember exists through the exercise of their singular vote. The power of the Council exists by virtue of the collective action of its voting members.

2.8 The Council will follow Robert's Rules of Order as published in the most current Robert's Rules of Order edition, except where such rules are in conflict with the City's Charter.

## **Council Governance Policy & Rules of Procedure**

### **Section III – Agenda Procedures**

3.1 The city manager shall prepare an agenda and supply supporting documentation for each agenda item for council distribution by the end of the day on the Friday before a regularly scheduled meeting. Agendas for both regular scheduled and special called meetings shall be posted 72 hours prior to the meeting date in accordance with Texas Open Meetings Act.

3.2 Councilmembers, city manager, and city attorney may request an item be placed on the city council agenda. All agenda item requests shall be submitted to the city manager a minimum of eight (8) business days prior to the regularly scheduled meeting (the Monday before the Friday packet is delivered). Depending on the complexity of the item requested, the city manager may notify the party making the agenda item request, that more time is needed to complete appropriate research and may elect to delay the requested item to the next available regularly scheduled meeting date.

3.3 Regularly scheduled city council meetings shall follow the format listed below:

1. Call to Order and Roll Call

*The chair will ensure a quorum is present, call for excusing any absences, call for invocation and pledge to the national and state flags.*

2. Presentations & Proclamations

*Items that are specifically posted on the agenda that have been deemed by the chair or city manager as important for the city to recognize in a public forum. All presentations must be provided to city staff by noon on the day of the council meeting.*

3. Citizen Comments

*Citizens may utilize this time to address the council on non-public hearing items. All comments are limited to three (3) minutes; the speaker must state their name and address for the record or provide it in writing to the city secretary. Anyone personally attacking a councilmember, staff, or any individual will be asked to stop speaking and be seated.*

4. Consent Agenda

*All items set out in the consent agenda shall be deemed passed upon the passage of an affirmative motion, by a vote of at least four (4) members of the council without discussion or debate, that the consent agenda be adopted. Upon request of any member of the council, items shall be removed from the consent agenda and considered under Items Withdrawn from Consent Agenda.*

5. Items Withdrawn from Consent Agenda

*Items that were withdrawn by a councilmember earlier in the meeting.*

6. Public Hearings

*Specific items for the council's consideration that by local ordinance, charter, or state law require for public comment to be allowed before council action can be taken. Procedures for public hearings shall be as follows:*

- 1. Staff provides overview of item for consideration*
- 2. If there is an applicant or expert of record they are provided 10 minutes of time to present their request.*
- 3. General public desiring to speak regarding the posted item will be provided 5 minutes to speak. Public wishing to speak in favor will go first followed by those speaking in opposition to the request. Comments will be directed to the Council and must be related to the subject matter posted in the agenda item. The Council may ask questions of those speaking in favor or in opposition at the conclusion of their comments.*
- 4. After the general public has had an opportunity to make their comments, the public hearing shall be closed and if the applicant desires they will be allowed 5 minutes to make closing arguments.*
- 5. The Council may ask questions of staff or the applicant and deliberate amongst themselves if needed prior to the vote.*

7. Ordinances

*Items that are legislative enactment by the council; it must be in written form when introduced and by charter requirement it is necessary that it be read and voted on.*

8. Resolutions

*Items relating to ministerial, administrative or executive matters.*

9. City Manager Reports and Items for City Council Consideration

*Other items that do not fall into the categories listed above that require city council consideration.*

10. Adjournment

## **Council Governance Policy & Rules of Procedure**

### **Section IV – Meetings**

4.1 Information – On all council agenda items involving major policy issues, the city manager shall provide briefing material to the council in advance of council consideration of the policy alternatives.

4.2 Regular Meetings – The council shall meet regularly at such times as prescribed by charter, but no less frequently than once each month and regular meetings will begin as prescribed by ordinance, unless postponed or canceled for valid reason(s). Only the chairperson, or acting chairperson, can cancel or change the meeting time for city-related emergencies.

4.3 Special Meetings – Special meetings may be called as needed, but may be postponed or canceled for valid reason(s). Only the chairperson, or acting chairperson, can cancel or change the meeting time for city-related emergencies.

4.4 Work Sessions – Work sessions may be called from time to time as determined by the chair or the city manager for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the city council. Work sessions are open to the public however public comment is not taken. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session.

4.5 Executive Sessions – The city council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session shall remain confidential.

4.6 Public Notice – The agenda for all regular meetings, special meetings, work sessions, and the notice listing items to be considered shall be posted on the city's official bulletin board and website in accordance with the Texas Open Meetings Act.

4.7 Attendance – Councilmembers are expected to attend all meetings and stay in attendance during each meeting. Members shall not leave a meeting without advising the chair and/or the City Secretary.

4.8 Punctuality and Recess – Councilmembers shall arrive at meetings at or before the scheduled time for the meeting to begin. At the beginning of each meeting, the chair shall announce those members absent and shall announce the arrival time of any member arriving after the beginning

of any meeting. The chair may call a recess at the request of other councilmembers or as the chair deems necessary.

4.9 Conflict of Interest – A councilmember prevented from voting due to a conflict of interest shall not vote on the matter, and shall otherwise comply with the state law and city charter and ordinances concerning conflicts of interest. Any questions concerning conflict of interest should be directed to the City Attorney prior to the meeting.

4.10 Conduct of Meetings – a) During city council meetings and work sessions, the chair shall preserve order and decorum and shall insist that councilmembers, neither by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the rules of the city council.

b) The chair shall preside over the meeting, all comments shall be limited to the specific item and councilmembers shall speak one at a time, not interrupting each other, comments shall be factual or stating opinion on the specific subject and shall remain professional and courteous at all times.

c) The chair shall state all questions submitted for a vote and announce the result. If the vote is not unanimous, the chair shall announce the names of the member(s) voting in favor and in opposition to the motion.

d) All persons addressing the city council, including the city manager shall be recognized by the chair and shall limit remarks to the matter under discussion.

e) All remarks and questions addressed to the city council shall be addressed to the city council as a whole and not to any individual member.

4.11 Administrative Staff – a) Members of the administrative staff and employees of the City shall observe at all council meetings the same rules and decorum applicable to members of the city council.

b) It is the city manager's responsibility to ensure that decorum is preserved at all times by city employees in meetings.

4.12 Citizens and Visitors – a) Citizens and visitors are welcome to attend all public meetings of the city council and will be admitted to the Chamber or meeting room up to the fire safety capacity of the room.

b) Everyone attending the meeting will refrain from private conversations while the city council is in session.

c) Citizens and visitors attending city council meetings and work sessions shall observe the same rules of decorum applicable to members of the city council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the city council or while attending the meeting or work session, shall be removed from the room if so directed by the chair. The person shall be barred from further audience before the city council during that session. If the chair fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of the majority of the council shall require the chair to act.

d) No placards, banners, or signs which have the effect of disrupting a meeting will be permitted in the city council chamber or in any other room in which the council is meeting. Exhibits, displays and visual aids used in connection with presentations, however are permitted.

e) The chief of police or his or her designee shall act as sergeant-at-arms for the city council and shall furnish whatever assistance is needed to enforce the rules of the city council.

4.13 Speakers – a) A person wishing to address the city council during citizen comments section must state their name and address at the beginning of their comments or provide it to the City Secretary in writing before addressing the council.

b) Speakers must address their comments to the entire council rather than to individual council members, staff or members of the audience.

c) People addressing the council during citizen comments agenda item are limited to three minutes of speaking time. More time may be allowed if a request has been submitted to the city manager's office prior to the meeting. Applicants speaking during public hearings are limited to ten minutes of speaking time.

d) Digital media (i.e. videos, PowerPoint, images, audio) is allowed during public comment and other agenda items with presenters as long as the City Council Meeting Digital Media Policy is adhered to when presenting to the Council.

e) In accordance with Texas Open Meetings Act, the city council will not discuss or consider any item addressed during the citizen comment section. If a citizen uses the comment section for inquiry, any responses by either City Councilmembers or Staff are limited to giving a statement of factual information given in response to the citizen's inquiry, recitation of existing policy, advising the individual of the name of the appropriate staff member to speak with, advising that the request will be forwarded to the appropriate staff for consideration, or stating the issue raised will be placed on the next agenda.

4.14 Rules of Procedure – At any point there is a question regarding the rules of procedure, those questions shall be directed to the City Attorney. City Attorney will provide Councilmembers a summary of procedures.

4.15 Failure to Comply – A failure to comply with these rules does not invalidate any otherwise lawful act of the Council.

## **Council Governance Policy & Rules of Procedure**

### **Section V – Electronic Tablet Usage**

5.1 Members of the Council will be issued a tablet to assist them in completing the business of the City, to improve communication aid in the performance of their City duties and to reduce the amount of paper and photocopying costs.

5.2 The City will issue each Councilmember a tablet and charger along with a cover or case. Any additional tablet accessories, such as keyboards, styluses, screen protectors, cables or adapters, shall be at an individual Councilmember's own expense and shall remain the property of the Councilmember at the end of the Councilmember's term and service. Upon departure from the Council by either conclusion of term or resignation, the tablet, charger, and cover/case will be returned to the City. Upon return of the tablet to the City and following the preparation of any appropriate backup files, the tablet will be wiped clean of any and all information.

5.3 Each tablet is property of the City and should be cared for in the highest regard. Each Councilmember is responsible for the general care of the tablet that he or she has been issued. Tablets are not allowed to be utilized by anyone other than the Councilmember to whom it's been assigned. Councilmembers are not allowed to loan the tablet to anyone else. Tablets must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen. Tablets that malfunction or are damaged shall be reported to the City Manager.

5.4 Primary use of the tablet is intended to enhance the efficiency of the Councilmember related to city business. Councilmembers may use the tablet for the following incidental personal uses so long as such use does not interfere with the user's duties, does not conflict with the City's business, is at no cost to the City and does not violate this or any other City policy:

- a. To send and receive occasional personal e-mail and other communications;
- b. To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner;
- c. To access the internet for brief personal searches and inquiries, provided that the Councilmember adheres to all other City policies.
- d. To install and use apps.

5.5 The software and applications installed by the City must remain on the tablets in usable condition and be readily accessible at all times. On a quarterly basis Councilmembers will be required to provide their tablet to staff for software upgrades and syncing. Any software, email

messages or files downloaded via the internet into the City systems become the property of the City and may only be used in the ways that are consistent with applicable licenses, trademarks or copyrights.

5.6 All software and data (including, and without limitation, email, calendars, downloaded files, and web browsing history) stored on the City-issued tablet are subject to disclosure under State and City public records laws or for litigation purposes, unless a privilege or exception exists that justifies withholding the information. Except in an emergency, Councilmembers shall not use email, instant messaging, text messaging, or similar forms of electronic communications at any time during a Councilmember meeting. Councilmembers should consult with the City Attorney for information regarding the Texas Open Meetings Act requirements related to electronic communications.

## **Council Governance Policy & Rules of Procedure**

### **Section VI - Planning**

The city council is responsible for establishing a vision for the City of Marshall and planning for its future.

6.1 On an annual basis, the city council shall hold a minimum of one strategic planning session wherein they review accomplishments of the past year, assess goals and objectives and set priorities for the upcoming year. The goals and objectives shall address short term and long term needs of the city.

6.2 Policy direction should be consistent with the strategic goals and objectives. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the long-term vision.

## **Council Governance Policy & Rules of Procedure**

### **Section VII – Council & Staff Relations**

7.1 The role of the city manager and relationship of staff with council shall be consistent with Article IV of the City of Marshall City Charter.

7.2. City Councilmembers shall direct citizen concerns, comments, correspondence, and requests for basic, routine information regarding city functions and/or services to the city manager or the appropriate director. More complex requests, or those likely to require more than eight (8) hours of staff time to fulfill, should be directed to the city manager.

7.3 The city council may inquire of the city manager about the conduct of any office, department or agency of the city and make investigations as to municipal affairs in accordance with Article III of the City of Marshall City Charter.

7.4 If councilmembers receive a complaint or grievance from a city employee, the councilmember should direct the employee to follow the proper chain of command per the organizational chart and report that complaint or grievance to the city manager.

7.5 Documents provided to one city councilmember shall also be distributed to all other members of the elected body in accordance with Resolution R-12-14. The city manager shall prepare and submit to the council at the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year. The city manager shall keep the council advised of the financial condition and future needs of the city and make such recommendations that seem desirable.

7.6 In order to ensure proper presentation of agenda items by staff, questions arising from councilmembers after receiving their information packet should be, whenever possible, presented to the city manager for staff consideration prior to the council meeting. This allows staff time to address the councilmembers concerns and provide councilmembers with the additional information.

## **ITEM 6C**

### **CONSENT AGENDA**

**CONSIDER APPROVAL OF AN  
INTERLOCAL AGREEMENT WITH  
HARRISON COUNTY FOR THE  
WONDERLAND OF LIGHTS**

**STATE OF TEXAS           §**

**COUNTY OF HARRISON §**

**INTERLOCAL AGREEMENT  
CITY OF MARSHALL AND HARRISON COUNTY  
2022-23 COURTHOUSE LIGHT DISPLAY**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation (“City”) and HARRISON COUNTY, a political subdivision of the State of Texas (“County”), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter a joint agreement for the performance of the governmental function of constructing and maintaining public works projects and public infrastructure; and

WHEREAS, state law authorizes the City to engage in activities that promote economic development through tourism and visitor attraction and the City has determined that the Wonderland of Lights annual festival is a vital part of the City’s tourism program; and

WHEREAS, the City is requested to have access and use of the exterior of the Harrison County Historic Courthouse to install and attach Christmas decorations including light strands and other necessary wiring to illuminate the building; and

WHEREAS, the City and County agree that the lighted Historic County Courthouse has been the center piece of the Wonderland of Lights for over thirty years; and,

WHEREAS, the City of Marshall and the County of Harrison jointing participate in the celebration of the Christmas and New Year holidays by the decoration of the downtown areas of the City of Marshall and the Historic Harrison County Courthouse; and

WHEREAS, the Parties recognize that in order to properly decorate the Historic Harrison County Courthouse, access to that building, and the installation of lighting is necessary; and that given the delicate nature of the Courthouse, certain provisions regarding the protection and preservation of this structure are necessary; and

WHEREAS, the parties have the legal authority to perform and to provide the governmental function and service which is the subject matter of this Agreement; and

WHEREAS, the City and County Commission find that the subject of this Agreement is necessary for the benefit of the public; and

WHEREAS, the parties desire to enter a formal agreement to better outline each Parties obligations and responsibilities; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County permits and grants the City permission to enter upon the County's Property, specifically the Historic Courthouse structure and surrounding area (the "Property") to perform installation and placement of lights and other work necessary for the illumination of the Courthouse for the 2020 Wonderland of Lights, subject to the terms and conditions set forth below:

1. The term of this Right of Use shall be for a period of one hundred and twenty-one (121) days beginning on October 10, 2022 and ending February 1, 2023. During the term the City shall have access to the exterior of the Courthouse for the purpose of installing, repairing, removing and otherwise maintaining the lights and electrical wiring installed by the City, on and around the Courthouse. The County agrees to provide the City with prior twenty-four (24) hour notice of any event that prohibit the City's access to the Courthouse.
2. In consideration of the County granting this Agreement, the City, to the extent allowed by Texas law, shall be solely responsible for and liable for any injury or damage to persons or property, arising out of any negligent act or willful act or misconduct of the City and/or its employees, agents, contractors, subcontractors, independent contractors, or authorized representatives. To the extent allowed by Texas law, the City agrees it shall indemnify and hold harmless the County and the County's officers, directors, members, employees, agents, and representatives against any expense, loss, cost, claim, demand, suit, judgment, suffered or incurred as the result of any breach by the City, its agents, servants, employees, contractors, or subcontractors, of any covenant or condition of this Agreement, or as a result of the City's use of the Courthouse, or the carelessness, negligence, or improper conduct of the City, its agents, servants, employees, contractors or subcontractors, which causes any loss, cost, claim, suit, judgment, or liability to be incurred by the County.
3. The City of Marshall shall provide to Harrison County evidence of liability/casualty and general loss insurance protection in a minimum sum of \$2,000,000.00 (Two Million Dollars), with a rider to protect Harrison County as a named beneficiary against any and all losses which may arise from the access to, and installation upon, the Historic Harrison County Courthouse for holiday lighting, and particularly against damages incurred to the building, grounds, or persons associated with the City's activities, including roof tiles, columns, railings, eaves, dormers, cupola, statuary or other fixtures and/or attachments thereto, including decorative carvings and stained glass windows.
4. All work shall be done at the City's sole discretion, and with such care, diligence and cooperation between the City and County personnel as will avoid accident, damage, or harm to persons or property.
5. The City shall use care when installing lights, wiring, or any other materials to the Harrison County Courthouse and not use any type of screws, nails, or adhesive that will damage the Courthouse structure or cause damage to any component of the Courthouse's

outer structures, walkways, or retaining walls. The City shall be responsible for any damage caused by it to the Courthouse and for repairing such damage. Furthermore, upon the termination of this Agreement or upon completion of the City's use of the Property, the City agrees to promptly remove the lights and decorations and to repair, correct, and restore any damages, changes, and/or alterations to the Property caused by City's entry upon and/or use of the Property.

6. Only City Employees will be allowed on the building and balconies, in observance of all standard safety procedures. The City will provide a licensed electrician to oversee all wiring and lighting installation, as well as utilities.
7. Courthouse decoration does not include use of balconies. The west side of the Courthouse parking lot will remain open for County and public use without obstruction.
8. The City shall designate four additional handicapped parking spaces on the west side of the courthouse at the south handicapped entrance ramps.
9. Within 24 hours of its occurrence, the City shall notify the County of any damage to the Courthouse. The City agrees to accept full responsibility for any and all damages, including damage to the exterior of the Courthouse and any other portions of County property, as a result of the City's operations thereon. The City further agrees to promptly repair any such damage in accordance with the County's instructions. Any such required repairs shall be promptly paid by the City from current revenues available to the City for such purposes
10. The rights of the City hereunder are not assignable, in whole or in part, without the prior written consent of the County.
11. If any of the foregoing provisions are held for any reason to be unlawful or unenforceable, such unlawful or unenforceable part shall be severed from this Agreement and the remaining terms of the Agreement shall remain in full force and effect.
12. Notices, correspondence, and all other communications shall be addressed to City of Marshall and submitted to the following:

City of Marshall  
 PO Box 698  
 Marshall, TX 75671  
 Attn: Terrell Smith, City Manager  
 (903) 935-4421

Notices to County shall be delivered to:

Harrison County Judge  
 Chad Sims  
 #1 Peter Whetstone Square Room 314  
 Marshall, Texas 75670  
 (903) 935-8401

13. Nothing in this agreement shall be construed to waive any immunities provided by law, either to governmental employees (official, governmental, judicial or quasi-judicial immunity), or to the governmental entities themselves (sovereign immunity).
14. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
15. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Harrison County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Harrison County, Texas.
16. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce every provision hereof. No term of this Agreement shall be deemed waived or breached by the failure to identify and expressly enforce any right or obligation imposed by this agreement. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.
17. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered, by and between the City of Marshall and Harrison County, to be effective when signed by the last party whose signing makes the Agreement fully executed.

**CITY OF MARSHALL**

**HARRISON COUNTY**

\_\_\_\_\_  
**Terrell Smith, City Manager**

\_\_\_\_\_  
**Chad Sims, County Judge**

**Date:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
**Nikki Smith, City Secretary**

\_\_\_\_\_  
**Liz James, County Clerk**

## **ITEM 6D**

### **CONSENT AGENDA**

**CONSIDER APPROVAL OF  
EXPENDITURE IN EXCESS OF \$50,000  
FOR IMPLEMENTATION OF NEW ERP  
SYSTEM**



DEPARTMENT OF FINANCE

## MEMORANDUM

**To:** Terrell Smith, City Manager

**From:** Dawn I. Jones, Finance Director

**cc:** Nikki Smith, City Secretary

**Date:** 9/15/22

**Re:** Contract for Implementation of ERP System

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I would like to move forward with contracting with Harris Local Government for implementation of a new robust and productive ERP system, SmartFusion.

We have researched various software packages and the team agrees that SmartFusion is the best fit for the City and provides a full financial suite with options to grow. The proposal pricing is attached.

September 13, 2022

Dawn Jones  
Finance Director  
City of Marshall  
401 S Alamo, Ste 205  
Marshall TX 75670

Subject: Proposal for SmartFusion Integrated Financial Software Suite

Dear Ms Jones,

Harris Local Government is pleased to provide the City of Marshall TX with the following proposal for SmartFusion Integrated Financial Suite. Harris Local Government's SmartFusion software gives you proven, easy to use tools to make your organization more efficient and productive.

Harris Local Government means choice, expertise and relationship. We are a trusted a trusted innovator providing specialized, mission-critical software solutions addressing the financial, human resources, and operational excellence needs of government leaders. We proudly serve 5,500 small and mid-sized municipalities, counties, utility districts, and park districts throughout the United States to reduce risk and drive efficiency.

Thank you for your interest in Harris Local Government. Should you have any questions, please feel free to call or email me at any time.

Sincerely,



Molly Vincent  
Sr Business Development Specialist  
Harris Local Government



# Proposal for SmartFusion Integrated Financial Solution

# SmartFusion Summary

SmartFusion is a flexible, intuitive, and powerful software suite designed to efficiently manage your organization's diverse needs. Built on the concept that scalability and usability are crucial features, SmartFusion features over 28 modules and add-ons to choose from. Which means we can tailor the software to meet the critical demands of your organization while also leaving room for potential future growth and change.

SmartFusion's core features can be categorized into five different groups of modules and tools. Each group focusing on specific roles and demands of your organization.



## **Financial Management**

SmartFusion's Financial Management tools provide advanced solutions for managing every aspect of your organization's financial demands. These powerful financial tools give you the ability to have granular control of your organization finances— from managing the general ledger to preparing advanced reporting for audits.



## **Payroll & HR**

SmartFusion's Payroll and Human Resources suite provides the resources to manage all phases of the employee life cycle. Including tools to manage payroll, employee information, and benefits. Our integrated solution provides a comprehensive view of your workforce and resources to manage all the personnel and financial requirements for your employees.



## **Billing & Revenues**

SmartFusion's Billing & Revenue suite contains all the tools you need to effectively manage your organization's citizen services. Collect payments for utilities and taxes, set up online payment portals, and manage your business licensing/permitting and accounts receivable all in one place.



## **Community Development**

The Community Development suite automates common processes and allows your employees, customers, and citizens to easily apply for and manage services online or through the mobile app. The solution is built specifically to improve core business processes, boost productivity, and build civic engagement between your organizations and the community you serve.



## **Document Management**

Document Management allows you to streamline how your organization captures, organizes, and manages important electronic documents and media. It uses cloud-based technology to easily scan, track, and store the essential information that keeps your organization running smoothly.

Choosing SmartFusion is a commitment to increasing your organization's productivity, finding modern solutions to persistent problems, and building a partnership with a trusted and stable vendor.



Date: 09-13-2022  
 Quotation No: MJV-MARTX2022  
 Effective To: 09-30-2022  
 Prepared By: Molly Vincent

## Proposal Pricing

This understanding between **City of Marshall at 401 S Alamo, Ste 205, Marshall TX 75670** ("Purchaser") and **N. Harris Computer Corporation at 2017 East Main Street, Easley, SC 29640** ("Harris") confirms the purchase of the following licensed software products and/or services:

| Item                                       | Description                                                                    | Quantity | Unit Price  | Extended Price      |
|--------------------------------------------|--------------------------------------------------------------------------------|----------|-------------|---------------------|
| <i>Software Licenses:</i>                  |                                                                                |          |             |                     |
| 1.                                         | System Manager                                                                 | 1        | \$1,850.00  | \$1,850.00          |
| 2.                                         | Accounts Payable                                                               | 1        | \$4,500.00  | \$4,500.00          |
| 3.                                         | Purchasing                                                                     | 1        | \$4,200.00  | \$4,200.00          |
| 4.                                         | SmartPcard Interface to Procurement Card                                       | 1        | \$4,500.00  | \$4,500.00          |
| 5.                                         | Fund Ledger                                                                    | 1        | \$6,400.00  | \$6,400.00          |
| 6.                                         | Bank Reconciliation                                                            | 1        | \$1,500.00  | \$1,500.00          |
| 7.                                         | Budget Preparation                                                             | 1        | \$4,200.00  | \$4,200.00          |
| 8.                                         | Fixed Assets                                                                   | 1        | \$2,400.00  | \$2,400.00          |
| 9.                                         | Payroll                                                                        | 1        | \$6,400.00  | \$6,400.00          |
| 10.                                        | TimeClock Plus Software Bundle (SmartFusion Interface, Auto Import, Export Mod | 1        | \$3,000.00  | \$3,000.00          |
| 11.                                        | Cash Collections                                                               | 1        | \$2,300.00  | \$2,300.00          |
| 12.                                        | Utility Billing                                                                | 1        | \$17,500.00 | \$17,500.00         |
| 13.                                        | Utility Meter Interface                                                        | 1        | \$3,500.00  | \$3,500.00          |
| 14.                                        | Utility Work Orders                                                            | 1        | \$1,900.00  | \$1,900.00          |
| 15.                                        | NeoGov Interface to Payroll                                                    | 1        | \$2,000.00  | \$2,000.00          |
| <b>subtotal for Software Licenses:</b>     |                                                                                |          |             | <b>\$66,150.00</b>  |
| <i>Professional Services:</i>              |                                                                                |          |             |                     |
| 16.                                        | Project Management                                                             | 1        | \$5,500.00  | \$5,500.00          |
| 17.                                        | Implementation, Consulting, Data Review                                        | 20       | \$1,225.00  | \$24,500.00         |
| 18.                                        | Professional Travel Days                                                       | 3        | \$600.00    | \$1,800.00          |
| 19.                                        | Installation                                                                   | 1        | \$2,500.00  | \$2,500.00          |
| 20.                                        | SmartPcard Interface Setup & Implementation                                    | 1        | \$2,250.00  | \$2,550.00          |
| 21.                                        | Data Conversion - Ledger Master File                                           | 1        | \$3,500.00  | \$3,500.00          |
| 22.                                        | Data Conversion - Ledger History File                                          | 1        | \$3,500.00  | \$3,500.00          |
| 23.                                        | Data Conversion - Vendor Master File                                           | 1        | \$2,500.00  | \$2,500.00          |
| 24.                                        | Data Conversion - Accounts Payable Check History                               | 1        | \$2,500.00  | \$2,500.00          |
| 25.                                        | Data Conversion - Payroll Master File                                          | 1        | \$3,700.00  | \$3,700.00          |
| 26.                                        | Data Conversion - Payroll History File                                         | 1        | \$5,800.00  | \$5,800.00          |
| 27.                                        | Data Conversion - Bank Reconciliation Master File                              | 1        | \$850.00    | \$850.00            |
| 28.                                        | Data Conversion - Utility Billing Master File                                  | 1        | \$5,200.00  | \$5,200.00          |
| 29.                                        | Data Conversion - Utility Billing History File                                 | 1        | \$8,500.00  | \$8,500.00          |
| 30.                                        | Data Conversion - Fixed Assets Master                                          | 1        | \$850.00    | \$850.00            |
| 31.                                        | Data Conversion - Budget Prep                                                  | 1        | \$1,200.00  | \$1,200.00          |
| 32.                                        | TimeClock Plus Project Management                                              | 1        | \$300.00    | \$300.00            |
| 33.                                        | TimeClock Plus Implementation & Installation                                   | 1        | \$2,200.00  | \$2,200.00          |
| 34.                                        | TimeClock Plus Training                                                        | 1.5      | \$1,225.00  | \$1,837.50          |
| <b>subtotal for Professional Services:</b> |                                                                                |          |             | <b>\$79,287.50</b>  |
| <b>TOTAL NET PRICE:</b>                    |                                                                                |          |             | <b>\$145,437.50</b> |
| <i>Hosting Services:</i>                   |                                                                                |          |             |                     |
| 35.                                        | MyGovHub Online Payment Portal - Annual                                        | 1        | \$2,700.00  | \$2,700.00          |
| 36.                                        | Employee Self Service Annual Hosting/Maint                                     | 1        | \$2,995.00  | \$2,995.00          |
| 37.                                        | Annual TCP -On Demand License Per Employee                                     | 190      | \$6,460.00  | \$6,460.00          |
| 38.                                        | Annual Hosting (Cloud) per Full Time User                                      | 10       | \$720.00    | \$7,200.00          |
| 39.                                        | Annual Hosting (Cloud) per Part Time user                                      | 26       | \$480.00    | \$12,480.00         |
| <b>subtotal for Hosting Services:</b>      |                                                                                |          |             | <b>\$31,835.00</b>  |
| <b>Annual Maintenance &amp; Support:</b>   |                                                                                |          |             | <b>\$14,553.00</b>  |

\*Please note that the Data Conversion pricing quoted in this proposal is an estimate only and Harris reserves the right to charge for overages at a rate of \$140.00 per hour.

# Agreement Terms and Conditions

## 1. Definition

“Software Applications” are the computer programs explicitly listed above in the section titled “Software Products” and those indicated using initials by the Purchaser in the section title “Software Options”.

## 2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

## 3. Delivery Media Type

CD-ROM or Electronic Transfer

## 4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

## 5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- a. Microsoft SQL Server database
- b. Microsoft Access database
- c. Visual FoxPro/DBase (DBC/DBF)
- d. Excel Spreadsheets - with flat data (one record per row/CSV)
- e. Delimited ASCII files (pipe "|" delimited preferred)

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.00.

## **6. Maintenance and Support Fees**

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

## **7. Additional Customization(s)**

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

## **8. Forms**

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars (\$175.00) per hour.

## **9. Professional Services**

Additional professional services are available on-site or virtually. Virtual work is billed at \$175.00 per hour. On-site work is billed at \$1,225.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the

then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250.00 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five hundred-dollar (\$500.00) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

#### **10. Travel and Lodging Expenses**

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300.00) for up to three days and six hundred dollars (\$600.00) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, fifty-five dollars (\$65.00) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$130.00) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

#### **11. Grant of License**

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
- b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- c. Initial delivery of the Software Application shall be COTS (Commercial Off The Shelf) Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

#### **12. Performance by Customer**

- a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and cooperate fully with the Consultant to achieve the Completion of Services.
- a. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its

hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

- b. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

### **13. Warranty Disclaimer**

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

### **14. Limitations on Liability**

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

### **15. Change Order Process**

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

The following individuals are authorized to sign off on change orders on Harris's behalf:

1. Sakura Gibson – Manager Professional Services
2. Jason Kelly – Director Professional Services

#### **16. Cancellation Policy**

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement. Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

#### **17. Governing Law; Venue**

This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Alabama in any dispute arising out of or related to this agreement.

#### **18. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

**Purchaser:** City of Marshall, TX

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Purchaser's Project Leader:**

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Purchaser's Accounts Payable Dept. Information:**

Billing Address: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone & Fax #: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

## **ITEM 7A**

### **ORDINANCE**

**CONSIDER APPROVAL OF AN  
ORDINANCE REGARDING A PROPOSED  
AMENDMENT ALLOWING MOBILE  
FOOD VENDORS IN CITY OF  
MARSHALL AREA**

Ordinance \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MARSHALL AMENDING PROVISIONS OF THE  
CODE OF ORDINANCES RELATING TO FOOD AND FOOD ESTABLISHMENTS;  
PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION AND  
ESTABLISHING AN EFFECTIVE DATE FOR SUCH ORDINANCE.**

**WHEREAS**, the City Commission of Marshall wishes to amend in its entirety Chapter 13A of the Code of Ordinances entitled “Food and Food Establishments”.

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

**Section 1.** That the findings set out in the preamble of this ordinance are hereby in all things approved.

**Section 2.** Amendment to Chapter 13A of the Code of Ordinances:

**Chapter 13A FOOD AND FOOD ESTABLISHMENTS<sup>1</sup>**

***ARTICLE I. IN GENERAL***

**Sec. 13A-1 Adoption of Texas Food Establishment Rules.**

Texas Food Establishment Rules adopted. The city adopts by reference the provisions of the most current rules or rules as amended by Texas Department of State Health Services (TX DSHS, Division found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments in this jurisdiction.

( Ord. No. O-19-21 , § 2, 10-3-2019

**Sec. 13A-2. Definitions.**

Authority Having Jurisdiction (AHJ) – The Authority Having Jurisdiction (AHJ) includes but is not limited to the designees of the City of Marshall Consumer Health Department, City of Marshall Community Development, and the City of Marshall Fire Marshal’s Office

### **Sec. 13A-3. Permits, inspections, fees and exemptions.**

- (a) *Permit required.* A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferable from one (1) person to another or from one (1) location to another location. A valid permit must be posted in or on every food establishment regulated by this section.
- (b) *Application process.* Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the Authority Having Jurisdiction (AHJ). The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- (c) *Inspection required.* Prior to the approval of an initial permit or the renewal of an existing permit, the Authority Having Jurisdiction (AHJ) shall inspect the proposed food establishment to determine compliance with state regulations and this section. A food establishment that does not comply with state regulations or this section will be denied a permit or renewal of a permit. Denial of access to the regulatory authority shall be cause for suspension or revocation of the food establishment permit.
- (d) *Proof of pest control.* Each food establishment must have regular pest control inspections completed by a licensed pest control company at a minimum of every six (6) months. At the time of all renewal permit inspections, a copy of the most recent pest control report must be provided to the Authority Having Jurisdiction (AHJ). Failure to do so will result in denial of a renewal permit.
- (e) *Inspection scoring.* All food establishments shall be inspected and scored uniformly using an official inspection form, as provided by the Texas Department of State Health Services. The score of each food establishment shall be determined by the regulatory authority using the scoring method provided on the inspection form. Establishments scoring below seventy (70) percent will be closed until such time that a re-inspection is made and all corrective action on all identified critical violations is complete. Corrective action on all other violations must be initiated within forty-eight (48) hours. The establishment shall remain closed until reopened by the health authority.
- (f) *Posting of inspection score cards.* The Authority Having Jurisdiction (AHJ) will provide the food establishment with a score card at the completion of each inspection. The score card shall be posted in a conspicuous place, so as to be clearly visible to the general public and to patrons entering the establishment. "Clearly visible to the general public and patrons" shall mean:
  - (1) Posted in the front window of the establishment within five (5) feet of every public entrance;
  - (2) Posted in a location as directed and determined at the discretion of the Authority Having Jurisdiction (AHJ) to ensure proper notice to the general public and to patrons; and/or
  - (3) In the event that a food establishment is operated in the same building or space as a separately licensed or permitted business, or in the event that a food establishment shares a common patron entrance with such a separately licensed or permitted business, or in the event of both, the Authority Having Jurisdiction (AHJ) shall post the score card in the initial patron contact area, or in a location as determined in the discretion of the Authority Having Jurisdiction (AHJ).
- (g) *Fees.* All fees associated with this section shall be approved by the city commission on the city's master fee schedule kept on file in the Authority Having Jurisdiction's (AHJ) office.

( Ord. No. O-19-21 , § 2, 10-3-2019)

#### **Sec. 13A-4. Review of plans.**

*Review required.* Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review prior to work starting. Extensive remodeling means that twenty (20) percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment/facilities. The plans and specifications will be approved by the regulatory authority if they meet the requirements of the rules adopted by this chapter. The approved plans and specifications must be followed in construction, remodeling or conversion. Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

( Ord. No. O-19-21 , § 2, 10-3-2019)

#### **Sec. 13A-5. Food manager qualification.**

Every food establishment shall have on duty at all times when open at least one (1) manager or person left in charge who holds a food protection manager certificate by an accredited agency which is recognized by the conference for food protection standards.

( Ord. No. O-19-21 , § 2, 10-3-2019)

#### **Sec. 13A-6. Temporary food establishments.**

- (a) *Generally.* A temporary food establishment shall comply with all provisions of this chapter which are applicable to its operation; provided, that the health authority may augment such requirements when needed to assure the service of safe food, may prohibit the sale of certain potentially hazardous food, and may modify specific requirements for physical facilities when in his opinion no imminent health hazard will result.
- (b) *Permits.* Application for permits must follow the applicable requirements laid out in this section in addition, all temporary food establishment permits shall submitted two (2) weeks prior to the event needing the permit.

( Ord. No. O-19-21 , § 2, 10-3-2019)

#### **Sec. 13A-7. Mobile food vendors.**

- (a) *Mobile food vendor defined.* A mobile food vendor shall mean any business which sells edible goods from a non-permanent (i.e. mobile) location. The term shall include, but not limited to:
  - (1) *Mobile food trucks:* A self-contained motorized unit selling items defined as edible goods.
  - (2) *Mobile food carts:* Mobile vending units that must be moved by non-motorized means.
  - (3) *Mobile Food trailers:* A vending unit which is pulled by a motorized unit and has no power to move on its own.

- (b) *Rules compliance.* All mobile food vendors shall comply with most recent version of Texas Administrative Code, Title 25, Chapter 228 - Texas Food Establishment Rules (TFER), International Fire Codes (IFC), the standards promulgated by the National Fire Protection Association (NFPA), the rules and regulations promulgated by the Texas Commission on Environmental Quality, and Texas Water Code.
- (c) *Permit.* All mobile food vendors must receive a permit and be inspected as described in section 13A-3 of this chapter.
- (d) *Location.* All mobile food vendor units shall be parked on a commercially zoned lot and not located on a residentially zoned property. A mobile food vendor shall be located on private property with the property owner's written permission. No mobile food vendor may be located within twenty-four (24) feet of the property line of fixed-location food service establishment during the fixed location's regular business hours. This buffer may be reduced upon receiving written permission from said establishment. All Mobile food vendor units shall be self-sustainable. Shared resources may only be used when approved by Authority Having Jurisdiction (AHJ)
- (e) *Stationary restrictions.* "Stationary Location" is defined as the location of the mobile food unit when not in motion and when set up and arranged for the purpose of making sales to the public. Mobile food vendors shall observe the following restrictions:
  - (1) A mobile food vendor shall not be at a stationary location for a period exceeding ten (10) hours per location per day;
  - (2) A mobile food vendor shall not be in congested areas where the operation of the mobile food unit impedes vehicular or pedestrian traffic;
  - (3) A mobile food vendor shall not be where it impedes access to the entrance of any adjacent building or driveway;
  - (4) A mobile food vendor shall not be in downtown public parking spaces, except in areas designated and approved by the City of Marshall's Authority Having Jurisdiction, and only during Operating Hours as defined herein. The boundaries of Downtown are defined for this section as those areas within the following boundaries :
    - a. North of Travis Street.
    - b. South of Grand Avenue (US Hwy 80).
    - c. East of Grove Street.
    - d. West of Alamo Boulevard.

"Operating Hours" shall mean those hours between: Monday through Friday 5:30 p.m. to 11:00 p.m., Saturday 8:00 a.m. to 11:00p.m, and Sunday 10:00 a.m. to 8:00 p.m. .

- (5) A mobile food vendor shall not be in public recreational areas except as designated and approved by the City of Marshall AHJ. Public Recreational Areas are defined as following:
  - a. Marshall Civic Center
  - b. Marshall City Arena
  - c. Airport Park Sports Complex
  - d. Marshall City Park

- e. City of Marshall Golf Course
- f. Marshall Public Library
- g. Smith Park
- h. Lions Park
- i. Bath Miller Park
- j. Bella Wyatt Park

(6) Exemptions for stationary location:

- a. The mobile units may remain at stationary location only if the point of sale is located at the mobile units permitted commissary kitchen.
  - b. The mobile unit is permitted and has been approved under a special event permit by the city of Marshall's Authority Having Jurisdiction (AHJ).
  - c. Mobile food units that are utilized for private catering events are exempt from the stationary restrictions.
- (f) *Waste.* Each unit shall be equipped with a trash receptacle with lid to prevent windblown litter and shall be disposed of in accordance with the city's solid waste ordinance. If liquid waste results from food processing of a mobile food vendor, the waste shall be contained in a permanently installed tank located on the vending unit. Liquid waste, solid waste, and recyclables shall be removed from a mobile vendor unit at a disposal site approved by the city or by a city permitted waste transporter. Removal of waste shall be in a manner that a public health hazard or nuisance is not created.
- (g) *Fire & Life safety.* The Fire Marshal's Office is herein authorized to conduct all fire and life safety inspections necessary to determine the extent of compliance at any time. The city adopts by reference the excerpts of the **most** current International Code Council and National Fire Protection Association Resources as noted: IFC, IBC, NFPA 1, NFPA 58, NFPA 70, and NFPA 96 regarding the regulation of Mobile Food Units in this jurisdiction.

(1) Liquid Petroleum Gas (LPG):

- (a) A valid invoice from a Licensed Plumber indicating an annual pressure/ gas test has been successfully completed. This will be required for initial permitting in addition to ongoing permit renewal.
- (b) LPG piping shall be of an approved, labeled and listed type for use with the cooking appliances. Rubber type hoses shall not be allowed. All piping shall be in accordance with the most recently published NFPA 58 and shall be protected against physical damage.
- (c) Food Truck- Maximum of 200 gallons LPG located in an ASME motor fuel cylinder within a vented compartment and located in front of the rear bumper and behind the front axle.
- (d) Food trailer- Maximum of 200 gallons LPG located outside, but mounted upon the trailer in a protected location, must be mounted in front of the rear bumper in an open or vented compartment.
- (e) LPG cylinders shall not exceed 100 pounds.
- (f) LPG cylinders shall have an approved label and listed shut-off valve.
- (g) All LPG cylinders shall be protected from damage and secured with a solid bracket.

- (h) The storage of LPG cylinders inside trucks and/ or trailers during hours of operation is prohibited.
- (i) All valves must be turned off when appliances/ cylinders are not in use and during transport.
- (j) "No Smoking" signs shall be posted. Additionally, the signage should be visible near any propane containers.

(2) Electrical:

- (a) Extension cords shall not be utilized, nor are they a substitute for permanent wiring.
- (b) An appropriate sized power supply cord with corresponding connections will be allowed. The cord will be sized according to the vehicles electrical demands.
- (c) Appliances shall be plugged directly into electrical outlets.
- (d) All electrical outlets within six feet of a wet location shall be ground fault circuit interrupter (GFCI) protected. All exterior outlets shall be GFCI protected.
- (e) Generators shall be mounted on or placed in approved locations on the mobile unit. Generators are not to be placed on the ground without prior authorization from AHJ.

(3) Fire Extinguishers and Suppression System:

- (a) Mobile Food Units which perform cooking operations that produce grease laden vapors shall be provided with a Type I hood with ventilation.
- (b) Type I hoods shall be protected by a UL 3200 or UL 300A fixed fire extinguishing system.
- (c) A Biannual system inspection is required for all fire suppression systems by a Texas licensed fire suppression company.
- (d) All cooking surfaces and hoods are to be kept clean to prevent grease build-up.
- (e) All fire extinguishers require an annual inspection by a Texas licensed fire extinguisher company. Required extinguishers must be properly mounted and readily accessible.
- (f) At least one portable extinguisher of the 2A10BC rating shall be accessible to the interior of the food truck/trailer.
- (g) Units utilizing oil/grease fryers are required to have a Class K fire extinguisher on the unit.

(4) Cooking Equipment and Appliances:

- (a) All cooking appliances shall be of an approved type. Listed and labeled for the intended use. Propane appliance can be approved by the following testing labs: UL, CSA, CGA, AGA and/ or ETL.
- (b) Cooking appliances shall have an approved, labeled and listed on-off valve.
- (c) All appliances shall be installed according to the manufactures instruction.
- (d) Water heaters or hot water tanks shall be installed in accordance with the International Plumbing Code and manufacturer's installation instructions and shall include venting of the tank.

(5) Fire Lanes/ Fire Access and Drive Ways:

- (a) Mobile Food Units shall not park in marked fire lanes, ADA parking, or loading zones. They shall not block fire department access or drive ways that serve as access.

(6) Prohibited Cooking:

- (a) Solid fuel cooking is prohibited with the exception: The cooking device is listed and approved for mobile food cooking applications.

- (b) Coleman style stoves, hot plates or equivalents are prohibited.

- (h) *Signage.* Signage shall comply with all applicable sign code regulations. Any signage for the mobile food unit must be mobile in design and be removed from the site. Signage shall not interfere with vehicular or pedestrian traffic.

- (i) *Noise.* No noise which is loud or noxious shall project from the mobile unit

( Ord. No. O-19-21 , § 2, 10-3-2019)

**Sec. 13A-8. Suspension of permit.**

- (a) The Authority Having Jurisdiction (AHJ) may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health or public safety. Suspension is effective upon service of the notice required by this section. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within twenty (20) days of a request for a hearing.
- (b) Whenever a permit is suspended, the holder of the permit or representative shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Authority Having Jurisdiction (AHJ) by the holder of the permit within ten (10) days. If no written request for a hearing is filled within ten (10) days, the suspension is sustained. The Authority Having Jurisdiction (AHJ) may end the suspension at any time if reasons for the suspension no longer exist.

( Ord. No. O-19-21 , § 2, 10-3-2019)

**Sec. 13A-9. Revocation of permit.**

- (a) The Authority Having Jurisdiction (AHJ) may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the Authority Having Jurisdiction (AHJ) in performance of its duties. Prior to revocation, the Authority Having Jurisdiction (AHJ) shall notify the holder of the permit or representative, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten (10) days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten-day period.
- (b) If no request for a hearing is filed within the ten-day period, the revocation of the permit becomes final.

( Ord. No. O-19-21 , § 2, 10-3-2019)

**Sec. 13A-10. Administrative process.**

- (a) A notice as required in the rules is properly served when it is delivered to the holder of the permit or representative, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the regulatory authority.
- (b) The hearings provided for these rules shall be conducted by the Authority Having Jurisdiction (AHJ) at the time and place designated by it. Based upon the recorded evidence of such hearing, the Authority Having Jurisdiction (AHJ) shall make the final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

( Ord. No. O-19-21 , § 2, 10-3-2019)

**Sec. 13A-11. Penalties.**

Any person who shall violate any provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than two thousand dollars (\$2,000.00). In addition thereto, such persons may be enjoined from continuing such violations. Each day upon which such violation occurs shall constitute a separate violation.

( Ord. No. O-19-21 , § 2, 10-3-2019)

## **ITEM 8**

# **CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**

## **ITEM 9A**

### **EXECUTIVE SESSION**

**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**

## **ITEM 9B**

### **EXECUTIVE SESSION**

**AN EXECUTIVE SESSION PURSUANT TO SECTION 551.071 WHICH AUTHORIZES A GOVERNMENTAL BODY TO CONSULT WITH ITS ATTORNEY 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**

## **ITEM 10A**

**ACTION ITEM FOLLOWING EXECUTIVE  
SESSION, IF NECESSARY**

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

## **ITEM 10B**

**ACTION ITEM FOLLOWING EXECUTIVE  
SESSION, IF NECESSARY**

**CONSIDER AND ACT UPON ADVICE OF  
COUNSEL CONCERNING  
EXPENDITURES**

## **ITEM 11**

## **ADJOURNMENT**