

1. 9/23/2021 Agenda (PDF)

Documents:

[9-23-21 AGENDA.PDF](#)

2. 9/23/2021 Agenda Packet (PDF)

Documents:

[9-23-21 AGENDA PACKET.PDF](#)



**CITY OF MARSHALL, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, SEPTEMBER 23, 2021, 6:00 P.M.**

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

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

www.marshalltexas.net

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

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on an agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on, or not on, the agenda. Those who wish to speak will have three minutes to do so unless additional time has been requested.

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 **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**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

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

- A. Consider approval of the minutes from the September 9, 2021 Regular meeting.
- B. Fire Department Activity Report. (Fire Chief)

- C. Police Department Activity Report. (Police Chief)
- D. Community & Economic Development Activity Report. (Community & Economic Development Assistant Director)
- E. Monthly Financial Report. (Finance Director)
- F. Consider approval of investment report for the first and second quarters of 2021. (Finance Director)
- G. Consider approval of an Interlocal Agreement with Texas Department of Public Safety to allow the exchange of information to deny renewal of driver's license for a person who has outstanding citations, fines, etc. with Municipal Court. (Finance Director)
- H. Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Main Street Manager)

6. **PRESENTATION**

- A. Presentation of the Keep Marshall Beautiful Beautification Award winners for the month of September 2021. (Library Director)

7. **RESOLUTION**

- A. Consider approval of a resolution designating certain officials as being responsible for, acting for, and on behalf of the City of Marshall in dealing with the Texas Parks & Wildlife Department for the purpose of participating in the Local Park Grant Program; certifying that the City of Marshall is eligible to receive program assistance; certifying that the City of Marshall matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses. (Public Works Assistant Director)

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

- A. Discussion and determination on next block of streetscaping for the downtown redevelopment plan (100 block of E. Houston). (City Manager)
- B. Staff Report on Vacant Property Registry. (Community & Economic Development Director)
- C. Consider approval to award a contract for Wastewater Plant Mechanical Bar screen. (Public Works Assistant Director)
- D. Consider approval of an appointment to the Main Street Advisory Board. (Main Street Manager)

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

10. **EXECUTIVE SESSION**

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

11. **ADJOURNMENT**

Posted: September 20, 2021
5:00 p.m.
N. Smith

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



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Page 13

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Page 15

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Page 19

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ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2

INVOCATION AND PLEDGES

ITEM 3

CITIZEN COMMENTS

ITEM 4

ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

ITEM 5A

CONSENT AGENDA

**CONSIDER APPROVAL OF THE
MINUTES FROM THE SEPTEMBER 9,
2021 REGULAR MEETING**

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MARSHALL
THURSDAY, SEPTEMBER 9, 2021
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
Jennifer Truelove, District 3
Amanda Abraham, District 6

Leo Morris, District 2
Vernia Calhoun, District 5
Micah Fenton, District 7

ADMINISTRATIVE STAFF PRESENT:

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

INVOCATION & PLEDGE: Mayor Ware

221. CITIZEN COMMENTS

Fred Badalamente, 6800 Hwy 80 East #611, spoke regarding his intent to bring fundraising opportunities to Marshall.

Kenneth Moon, 2500 University, spoke regarding the evaluation of Mark Rohr, City Manager, complimenting various positive administrative policies.

Scott Rectenwald, 110 W. Fannin, informed the Council and public that Trinity Martha's Kitchen is open on Thursday nights.

222. ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

There were no items withdrawn from the Consent Agenda.

223. CONSENT AGENDA

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

A. Consider approval of the minutes from the August 19, 2021 Special-Called meeting and the August 26, 2021 Regular meeting.

B. Street Sweeping Activity Report.

C. Municipal Court Activity Report.

- D. Discussion and action on whether or not to accept a dedication to the public use of 3.5 acres of land by Piney Land, LLC for construction of a road way by the City of Marshall in connection with the "City of Marshall, Texas and Piney Land I, LLC and Piney Park, LLC Chapter 380 Agreement" and "Annexation Service and Development Agreement Between The City of Marshall, Texas and Piney Land, I, LLC."
- E. Consider approval of a Resolution to intervene through the Cities Advocating Reasonable Deregulation ("CARD") in review of Southwestern Electric Power Company's (SWEPCO) application filed with the Public Utility Commission of Texas to deploy and recover the costs related to a new metering system.
- F. Consider approval of a Resolution to intervene through the Cities Advocating Reasonable Deregulation ("CARD") in review of Southwestern Electric Power Company's (SWEPCO) application filed with the Public Utility Commission of Texas to implement a surcharge to recover approximately \$192 million in fuel costs SWEPCO contends it incurred during the February 2021 winter storm.

PUBLIC HEARING

224. CONDUCT A PUBLIC HEARING ON PROPOSED BUDGET FOR THE 2022 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 spoke.

Mayor Ware closed the public hearing.

225. CONDUCT A PUBLIC HEARING ON THE PROPOSED TAX RATE OF \$0.567160 PER \$100 VALUATION IN SUPPORT OF THE 2022 ANNUAL BUDGET OF THE CITY OF MARSHALL.

Mayor Ware opened the public hearing.

No one spoke.

Mayor Ware closed the public hearing.

ORDINANCE

226. CONSIDER APPROVAL OF AN ORDINANCE TO ADOPT THE ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS FOR THE 2022 FISCAL YEAR.

Councilmember Abraham made a motion to approve an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2022 fiscal year. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

RATIFICATION OF PROPOSED 2021 TAX INCREASE

227. **CONSIDER RATIFICATION OF THE PROPOSED 2021 TAX RATE INCREASE REFLECTED IN THE 2022 BUDGET IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE.**

Mark Rohr, City Manager, stated this item reflects the increase in the tax rate requested by the Council for the budget.

Councilmember Calhoun made a motion for ratification of the proposed 2021 tax rate increase reflected in the 2022 Budget. Councilmember Morris seconded the motion, which passed with a vote of 7:0.

ORDINANCE

228. **CONSIDER APPROVAL OF AN ORDINANCE AFFIXING AND LEVYING 2021 AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MARSHALL FOR THE 2022 FISCAL YEAR AT A RATE OF \$0.567160 PER \$100 OF PROPERTY VALUE, WHICH IS EFFECTIVELY A 6.99 PERCENT INCREASE IN THE TAX RATE. THE TAX RATE OF \$0.567160 WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

Mark Rohr asked for approval of an ordinance affixing and levying 2021 ad valorem taxes for the use and support of the municipal government of the City of Marshall, Texas, for the 2022 fiscal year at a rate of \$0.567160 per \$100 of property value, *which is effectively a 6.99 percent increase in the tax rate.* **The tax rate of \$0.567160 will raise more taxes for maintenance and operations than last year's tax rate.**

Councilmember Abraham moved that the property tax rate be increased by the adoption of a tax rate of \$0.567160, which is effectively a 6.99 percent increase in the tax rate. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

229. **CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF MARSHALL AMENDING CHAPTER 19A "MUNICIPAL COURTS, SECTION 19A-63. "PERMITTED USES" TO ALLOW MONEY COLLECTED BY THE MUNICIPAL COURT UNDER ARTICLE 102.014 OF THE TEXAS CODE OF CRIMINAL PROCEDURE TO BE USED FOR PROGRAMS DESIGNATED BY THE CITY COUNCIL, AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ORDINANCE.**

Scott Rectenwald, City Attorney, asked for approval of an ordinance of the City of Marshall amending chapter 19a "Municipal Courts, Section 19a-63. "Permitted Uses" to allow money collected by the Municipal Court under Article 102.014 of the Texas Code of Criminal Procedure to be used for programs designated by the City Council, and establishing an effective date for such ordinance.

Councilmember Truelove made a motion to approve the ordinance as presented. Councilmember Abraham seconded the motion, which passed with a vote of 7:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COUNCIL CONSIDERATION

230. CONSIDER APPROVAL OF AN EXPENDITURE IN EXCESS OF \$50,000 AS AN INCENTIVE FOR PROJECT CORD.

Rush Harris, Executive Director MEDCO, asked for approval of an expenditure in excess of \$50,000 as an incentive for Project Cord. Rush Harris stated this project would provide 75 new jobs, \$50 million in Capital Investment and would be a joint effort with Harrison County.

Councilmember Bonner made a motion to approve an expenditure in excess of \$50,000 as an incentive for Project Cord. Councilmember Calhoun seconded the motion, which passed with a vote of 7:0.

231. CONSIDER APPROVAL TO PURCHASE AN INFLUENT PUMP FOR THE WASTEWATER TREATMENT PLANT.

Eric Powell, Public Works Director, asked for approval to purchase an influent pump from Jack Tyler Engineering, Inc, at a cost of approximately \$128,000 for the Wastewater Treatment Plant.

Councilmember Bonner made a motion to approve the purchase of an influent pump for the Wastewater Treatment Plant. Councilmember Abraham seconded the motion, which passed with a vote of 7:0.

232. CONSIDER APPROVAL TO ENTER INTO AN AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. TO PERFORM AN ENERGY CONSERVATION INVESTMENT GRADE AUDIT FOR THE CITY OF MARSHALL.

Eric Powell asked for approval to enter into an agreement with Schneider Electric Buildings Americas, Inc. to perform an energy conservation Investment Grade Audit for the City of Marshall. Eric Powell stated the fee for the audit is \$165,000 if the project is complete and/or the City decides not to move forward with implementations. If the City does move forward with the project, the \$165,000 cost will be included in the overall cost of the project.

Council members asked questions and discussed.

Councilmember Abraham made a motion to table this item. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

233. CONSIDER APPROVAL OF SMALL BUSINESS GRANT FUND APPLICATIONS.

Fabio Angell, Community & Economic Development Director, provided an update regarding total expenditures and asked for approval of the completed application received between August 16, 2021 and August 30, 2021. Fabio Angell stated approximately \$18,000 in funds remained, which would assist about seven (7) more applicants.

Councilmember Calhoun made a motion to approve the application for Eva's Barber Shop LLC for \$2,500. Councilmember Fenton seconded the motion, which passed with a vote of 7:0.

Fabio Angell stated a press release would be sent regarding the updated uses for the next round of funding.

234. DISCUSSION OF AND CONSIDERATION OF AN UPDATE
REGARDING THE MOBILIZE MARSHALL STRATEGIC PLAN.

Mark Rohr provided a handout and presented an update of the Mobilize Marshall Strategic Plan. Mark Rohr detailed some of the City’s accomplishments regarding various goals and objectives of this plan.

Council members asked questions and discussed.

235. CONSIDERATION OF ITEMS WITHDRAWN FROM THE
CONSENT AGENDA

There were no items withdrawn from the Consent Agenda.

EXECUTIVE SESSION

236. AN EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS
ACT, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE UNDER
SECTION 551.074 PERSONNEL MATTERS: ANNUAL EVALUATION
OF CITY MANAGER.

Councilmember Bonner made a motion to convene into Executive Session. Councilmember Calhoun seconded the motion, which passed with a vote of 7:0. The time was 8:01 p.m.

The Council reconvened from Executive Session, the time was 8:30 p.m.

Councilmember Abraham made a motion to table this item. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

237. ADJOURNMENT

Councilmember Abraham made a motion for adjournment. Councilmember Calhoun 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-21-19
O-21-20
O-21-21
Resolutions: R-21-19
R-21-20**

ITEM 5B

CONSENT AGENDA

FIRE DEPARTMENT ACTIVITY REPORT

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



August 2021 Summary Report

FIRE PREVENTION

Burn Permits Issued for August 2021: 22

Burn Permits Issued Year-to-Date 2021: 285

FIRE SUPPRESSION

Fire Incident Response for August 2021: 115 Calls for Service

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

Fire Incident Response Year-to-Date 2021: 793 Calls for Service

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

EMERGENCY MEDICAL SERVICES

EMS Response for August 2021: 569 Calls for Service

EMS Response Year-to-Date 2021: 4,008 Calls for Service

EMERGENCY MANAGEMENT

No activity or events to report

ITEM 5C

CONSENT AGENDA

POLICE DEPARTMENT ACTIVITY REPORT



Marshall Police Department

Cliff Carruth
Chief of Police

Date: 09/15/2021

To: CITY COUNCIL MEMBERS

From: CHIEF CLIFF CARRUTH

Re: MONTHLY ACTIVITY REPORT

The Marshall Police Department responded to the following:

Marshall Police Department Monthly Activity Report

	August	September
	Total	(Thru 09-14-21)
Calls for Service	2720	1110
Animal Service Calls	67	31
Motor Vehicle Crashes	90	38
New CID Cases	48	19
Citations	148	40
Warnings	100	14
Class C Warrants Served	16	5
Class C Warrants Paid	20	10

“Keeping our Community Safe”

ITEM 5D

CONSENT AGENDA

COMMUNITY & ECONOMIC DEVELOPMENT ACTIVITY REPORT

Community & Economic Development Department



Fabio Angell, Director

DATE: August 31, 2021

TO: City Council Members

FROM: Fabio Angell, Director

RE: Monthly Activity Reports

The City of Marshall Community & Economic Development Department completed the following activities from August 1-31, 2021. Six (6) Divisions as follows:

PLANNING/ZONING/GIS DIVISION

Inquiries about Property Zoning	50+ Calls & 30+ Walk-ins
Subdivision Plats	1
Rezoning Requests	1
Issuance of 911 addresses	3
Public Works calls for location of city services	20+
Plan Reviews	15
Water and Sewer Tap Work Orders	4
Culvert Work Orders	3
Planning Conferences	15
Certificate of Occupancy	11
Special Projects for Director/City Manager:	1
1. Surplus Property	

HEALTH PERMITS DIVISION

Health Inspections	City	County
Routine	2	27
Compliance	2	7
Events	2	0

CODE ENFORCEMENT PERMITS DIVISION

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

Community & Economic Development Department



Fabio Angell, Director

Open Cases	209
Closed Cases	23
Door Hangers	25
Initial Inspections	161
Re-inspections of Existing Cases	233
Designated for Municipal Court Action	8
Development of a Plan of Action	0
Certified Letters / Final Notices / Issue Citations / Verbal Warnings	234
Re-inspections for Municipal Court Docket cases sent prior to COVID-19 closure (Pre iWorQ)	4
Cases dismissed from Municipal Court Docket due to compliance or change in ownership (Pre iWorQ)	2
Inquiries, Calls, Walk-Ins	150

BUILDING PERMITS DIVISION

Residential	96
Commercial	22
Educational	4

COMMUNITY DEVELOPMENT BLOCK GRANT DIVISION

Inquiries about Grants/CDBG (Calls and Walk-ins)	7 Calls, Walk-ins
Small Business Grant Fund Disbursements	1 @ \$2500
Reimbursement Requests	
1. Habitat for Humanity	N/A
2. Food Pantry	N/A
3. Marshall-Harrison County Literacy Council	N/A
IDIS (Integrated Disbursement Information System) Total Drawdown: Pending HUD Consultant's consent	N/A
Purchase Orders Submitted (Purchase/invoice over \$5,000)	N/A
Small Business Grant Fund Application Door to Door Distribution	3
Small Business Grant Fund Applications	2
Environmental Reviews Initiated	N/A
Report: Cash-on-Hand Report (SF-425 Form) in IDIS Quarterly Period: April 1 st to June 30 th	\$194,069.81
In addition, city staff worked on the following "Special Projects": Reconciliation of expense receipts purchased with grant funds	

"Open for Business, Keeping Our Community Growing... Always"

Community & Economic Development Department



Fabio Angell, Director

- Set-Up of IDIS PY-2021 Activities in the IDIS database.

ITEM 5E

CONSENT AGENDA

MONTHLY FINANCIAL REPORT



MEMORANDUM

To: Mark Rorr, City Manager
From: Dawn I. Jones, Finance Director
cc: Nikki Smith, City Secretary
Date: 9/14/23/2021
Re: August Revenue and Expense Report Summaries – General Fund and Water and Sewer Enterprise Fund

Attached you should find the Revenue and Expense Report Summaries for August. This report provides current month, year-to-date, and budgeted amounts for major revenue categories and expenditures by department. The report also provides a percent of current budget.



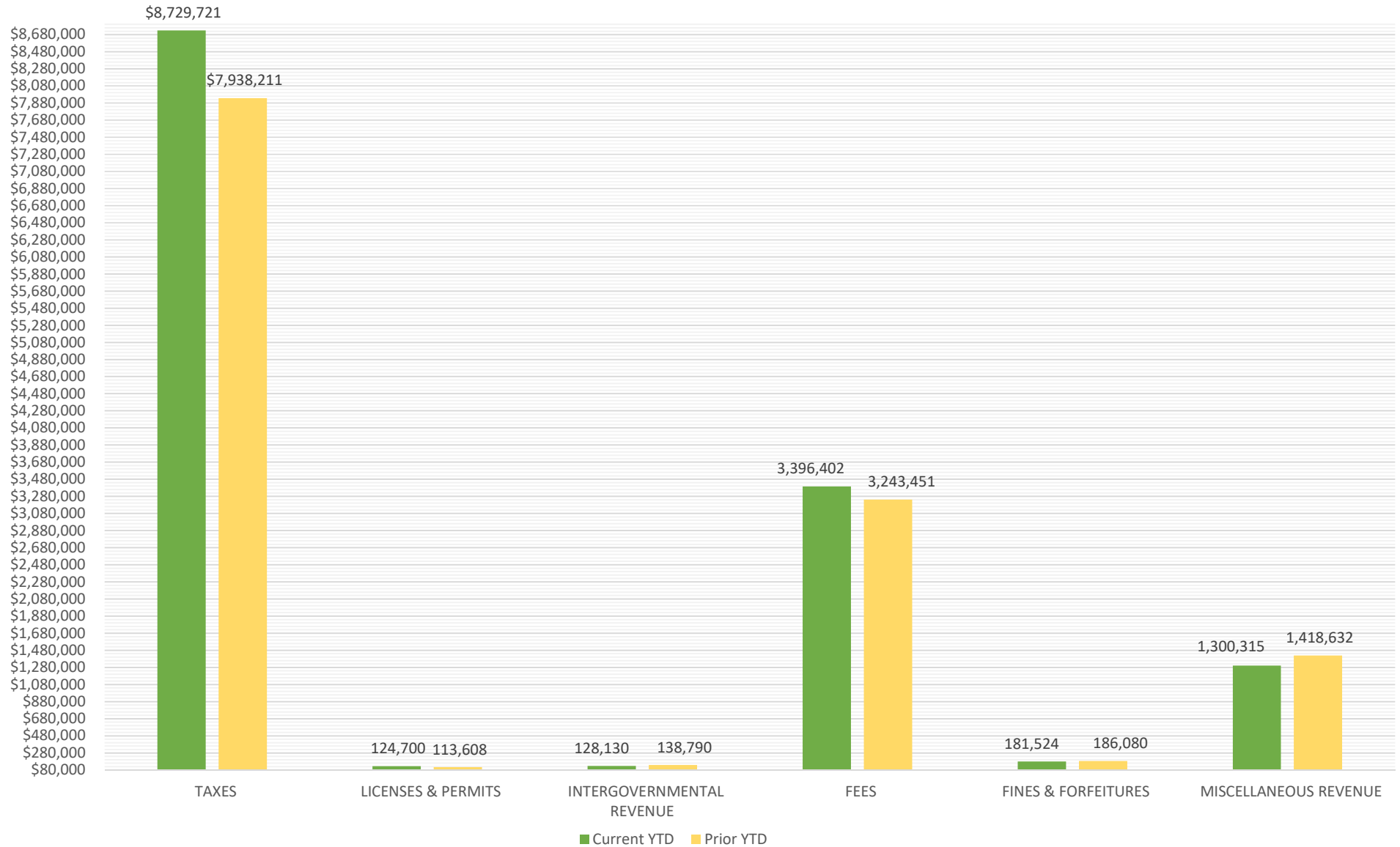
FINANCIAL REPORT - GENERAL FUND

Revenues and Expenditures - Unaudited
Period Ending: August 2021

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	8/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED BUDGET	REMAINING BUDGET
GENERAL FUND								
REVENUES:								
TAXES	\$ 911,771	\$ 8,729,721	\$ 7,938,211	\$ 12,701,087	\$ 12,701,087	\$ 8,467,391	68.73%	\$ 3,971,366
LICENSES & PERMITS	13,193	124,700	113,608	195,000	195,000	130,000	63.95%	70,300
INTERGOVERNMENTAL REVENUE	13,465	128,130	138,790	166,235	166,235	110,823	77.08%	38,105
FEES	429,676	3,396,402	3,243,451	5,393,687	5,393,687	3,595,791	62.97%	1,997,285
FINES & FORFEITURES	21,064	181,524	186,080	500,000	500,000	333,333	36.30%	318,476
MISCELLANEOUS REVENUE	41,214	1,300,315	1,418,632	2,318,163	2,318,163	1,545,442	56.09%	1,017,848
TOTAL GENERAL FUND REVENUE	\$ 1,430,382	\$ 13,860,791	\$ 13,038,771	\$ 21,274,172	\$ 21,274,172	\$ 14,182,781	65.15%	\$ 7,413,381
EXPENSES:								
GENERAL GOVERNMENT	\$ 36,348.91	\$ 293,424	\$ 364,538	\$ 536,321.00	\$ 549,766.00	\$ 366,510.67	53.37%	\$ 256,342
FINANCE	42,037	303,608	332,011	533,677	531,062	354,041	57.17%	227,454
POLICE	465,442	3,040,519	3,093,617	5,118,373	5,160,503	3,440,335	58.92%	2,119,984
FIRE	302,966	2,676,988	2,773,833	4,268,060	4,251,100	2,834,067	62.97%	1,574,112
PUBLIC WORKS	350,361	3,056,104	2,883,050	5,342,200	5,080,400	3,386,933	60.15%	2,024,296
COMMUNITY & ECO DEV	47,722	327,500	354,049	742,049	667,049	444,699	0.00%	339,549
SUPPORT SERVICES	54,920	548,846	587,318	858,934	858,934	572,623	0.00%	310,088
TOURISM & CULTURAL ARTS	77,652	705,501	640,025	1,223,593	1,211,093	807,395	0.00%	505,592
PARKS & RECREATION	38,881	223,075	256,106	442,032	425,832	283,888	0.00%	202,757
NON DEPARTMENTAL	124,678	1,505,000	1,502,122	2,287,121	2,282,121	1,521,414	65.95%	777,121
APPRAISAL DISTRICT	-	76,135	93,308	101,513	101,513	67,675	75.00%	25,378
INTERFUND TRANSFERS	-	228,994	-	448,793	154,799	103,199	147.93%	(74,195)
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
TOTAL GENERAL FUND EXPENSES	\$ 1,541,009	\$ 12,985,693	\$ 12,879,976	\$ 21,902,666	\$ 21,274,172	\$ 14,182,781	61.04%	\$ 8,288,479
TOTAL GENERAL FUND	\$ (110,626)	\$ 875,098	\$ 158,794	\$ (628,494)	\$ -			



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

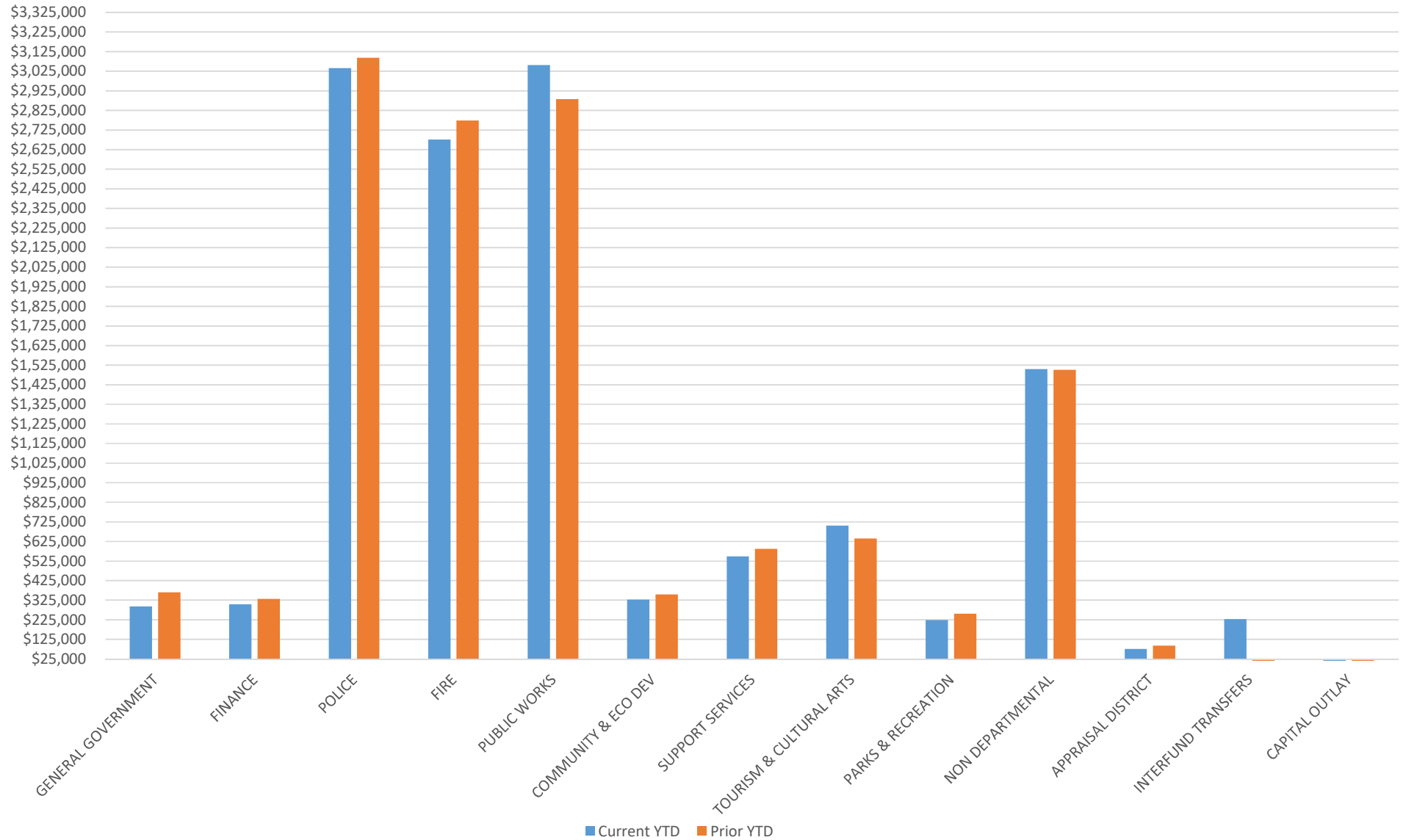




FINANCIAL REPORT - GENERAL FUND ACTUAL EXPENDITURES

FY 21 vs FY 20 YTD

Period Ending: August 2021





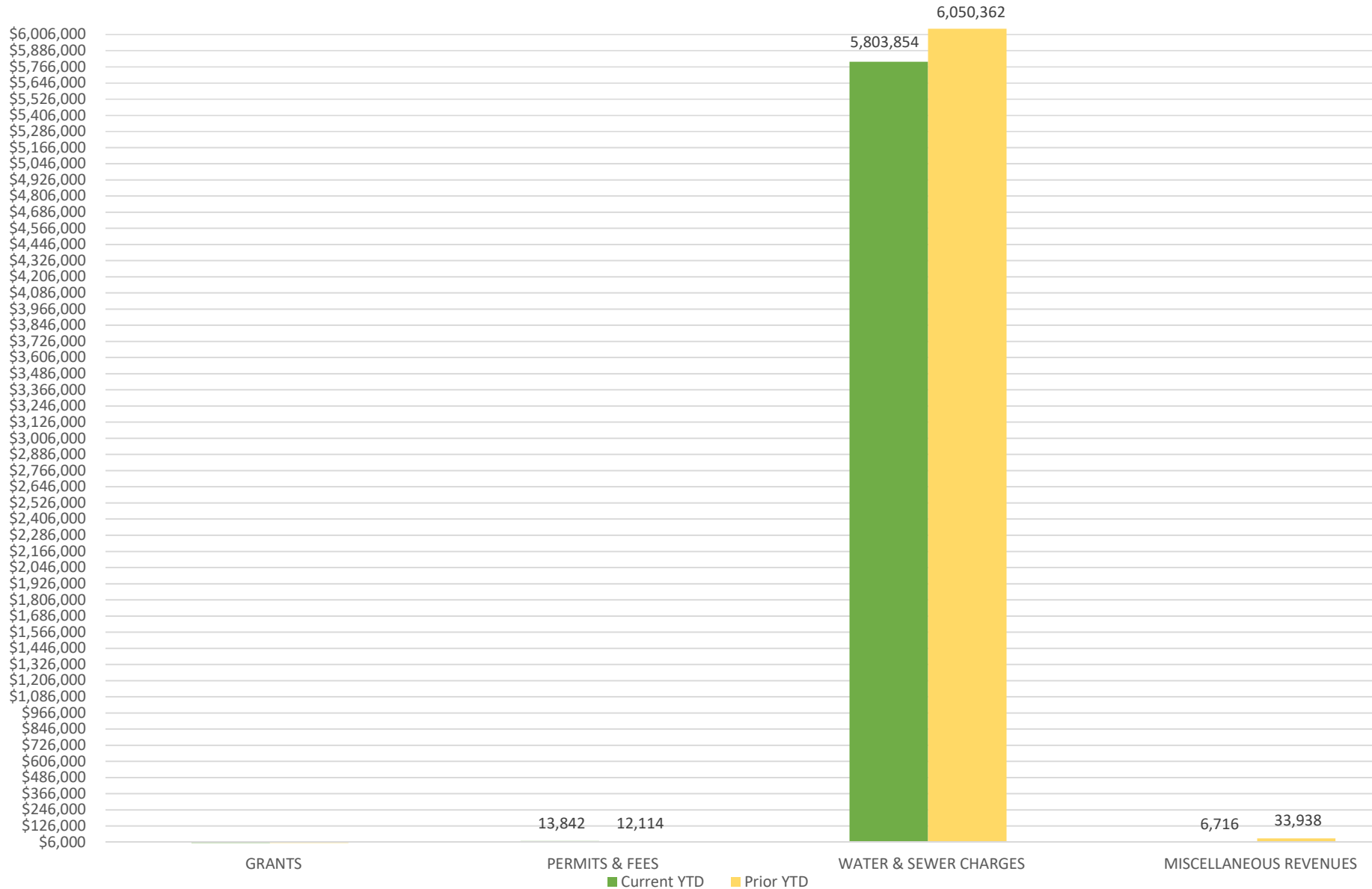
FINANCIAL REPORT - WATER & SEWER ENTERPRISE FUND

Revenues and Expenditures - Unaudited
Period Ending: August 2021

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	8/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED BUDGET	REMAINING BUDGET
WATER & SEWER ENTERPRISE FUND								
REVENUES:								
GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
PERMITS & FEES	499	13,842	12,114	11,400	11,400	7,600	121.42%	(2,442)
WATER & SEWER CHARGES	807,856	5,803,854	6,050,362	9,487,993	9,487,993	6,325,329	61.17%	3,684,139
MISCELLANEOUS REVENUES	578	6,716	33,938	42,000	42,000	28,000	15.99%	35,284
TOTAL WATER & SEWER REVENUE	\$ 808,933	\$ 5,824,411	\$ 6,096,414	\$ 9,541,393	\$ 9,541,393	\$ 6,360,929	61.04%	\$ 3,716,982
EXPENSES:								
ADMINISTRATION	\$ 24,099	\$ 205,229	\$ 231,211	\$ 322,998	\$ 322,998	\$ 215,332	63.54%	\$ 117,769
WATER PRODUCTION	95,822	789,065	785,650	1,242,498	1,242,498	828,332	63.51%	453,434
DISTRIBUTION/COLLECTION	109,118	1,351,473	1,000,659	2,723,210	2,723,210	1,815,473	49.63%	1,371,737
WASTEWATER TREATMENT	126,263	956,628	834,182	1,350,104	1,350,104	900,069	70.86%	393,476
WATER BILLING	41,101	313,266	307,346	521,343	521,343	347,562	60.09%	208,077
ENGINEERING	2,205	20,728	21,642	32,093	32,093	21,395	64.59%	11,365
NON DEPARTMENTAL	69,437	839,064	777,904	1,110,336	1,110,336	740,224	75.57%	271,272
INTERFUND TRANSFERS	-	1,837,169	2,102,355	2,238,811	2,238,811	1,492,541	82.06%	401,643
TOTAL WATER & SEWER EXPENSES	\$ 468,046	\$ 6,312,621	\$ 6,060,947	\$ 9,541,393	\$ 9,541,393	\$ 6,360,929	66.16%	\$ 3,228,772
TOTAL WATER & SEWER FUND	\$ 340,887	\$ (488,210)	\$ 35,466	\$ -	\$ -			

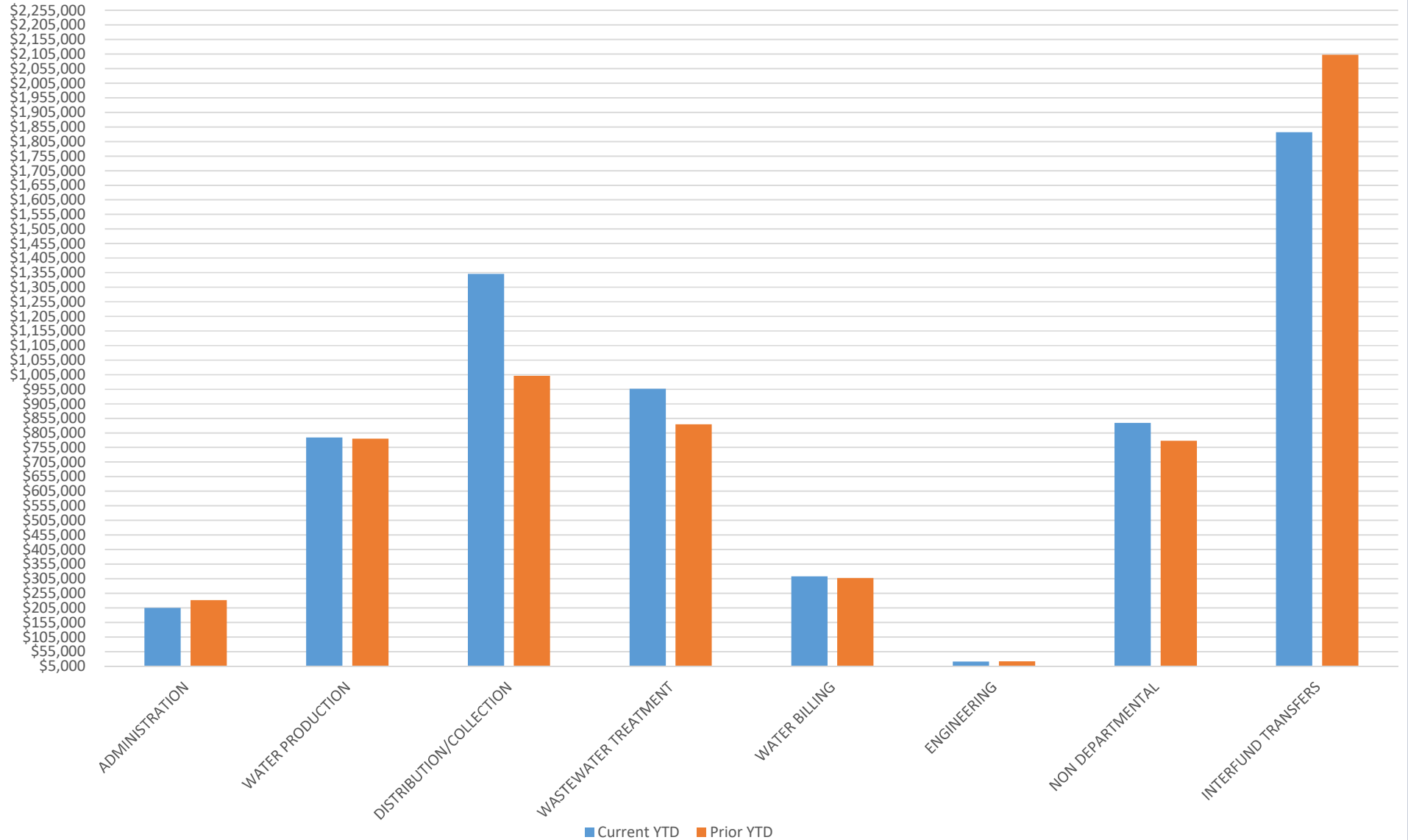


FINANCIAL REPORT - WATER & SEWER ENTERPRISE FUND
ACTUAL REVENUES
 FY 21 vs FY 20 YTD
 Period Ending: August 2021





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



ITEM 5F

CONSENT AGENDA

**CONSIDER APPROVAL OF INVESTMENT
REPORT FOR THE FIRST AND SECOND
QUARTERS OF 2021**

ITEM 5G

CONSENT AGENDA

**CONSIDER APPROVAL OF AN
INTERLOCAL AGREEMENT WITH
TEXAS DEPARTMENT OF PUBLIC
SAFETY TO DENY RENEWAL OF
DRIVER'S LICENSE FOR OUTSTANDING
FINES WITH MUNICIPAL COURT**

DPS # DLD20180628 (Revised 3/2020)

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of Harrison**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the [City or County] of City of Marshall (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES**A. Written warnings**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the

DPS # DLD20180628 (Revised 3/2020)

prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;

DPS # DLD20180628 (Revised 3/2020)

4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006 are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

DPS # DLD20180628 (Revised 3/2020)

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section.

Court	Marshall Municipal Court	Department of Public Safety
Attn.:	Tara Archield	Enforcement & Compliance Service
Address:	110 S. Bolivar Ste 104B	5805 North Lamar Blvd.
Address:	Marshall, TX 75670	Austin, Texas 78752-0001
Fax:	903-934-7848	(512) 424-5311 [fax]
Email:	Archield.tara@marshalltexas.net	Driver.Improvement@dps.texas.gov
Phone:	903-934-7847	(512) 424-7172

- C. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

DPS # DLD20180628 (Revised 3/2020)

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court***Department of Public Safety****Authorized Signatory****Driver License Division Chief or Designee**

City Manager

Title

9/23/2021

Date**Date**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

Authorized Signatory

Finance Director

Title

9/23/2021

Date**Authorized Signatory**

Court Administrator

Title

9/23/2021

Date

ITEM 5H

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
2021 COURTHOUSE LIGHT DISPLAY**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the 14 day of September, 2021, 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 requesting 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 jointly 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 2021 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 ten (110) days beginning on October 14, 2021 and ending February 1, 2022. 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: Mark Rohr, 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

Mark Rohr, City Manager

Chad Sims, County Judge

Date: _____

Date: _____

ATTEST

Nikki Smith, City Secretary

Liz Whipkey, County Clerk

ITEM 6A

PRESENTATION

PRESENTATION OF THE KEEP MARSHALL BEAUTIFUL BEAUTIFICATION AWARD WINNERS FOR THE MONTH OF SEPTEMBER 2021



MEMORANDUM

To: Mark Rohr, City Manager

From: Glenn Barnhart, Memorial City Hall Manager
Anna Lane, Library Director

Date: September 10, 2021

Subject: Keep Marshall Beautiful Beautification Award Winners for September 2021

The Keep Marshall Beautiful (KMB) Board has selected the following property winners for the Beautification Yard of the Month Award for September:

Residential

Doris Davis
401 Fisher Drive
Marshall, TX 75670

Commercial

The Brass Trunk
111 E. Travis
Marshall, TX 75670

Keep Marshall Beautiful requests that City Council present the property owners with a certificate recognizing their achievement and commitment to keeping Marshall beautiful, clean, and attractive. In addition to the certificate, a yard sign has been placed at the property for the duration of the month, and the property will be featured in the local newspaper and on social media.

Every month from April to December, KMB and their partners will award a residential and commercial property owner for their beautification efforts. In December, the KMB committee will select one residential and one commercial property to be recognized at a city council meeting in January 2022 as the Beautification Yard/Property of the Year with announcements following in the local newspaper and on social media.

Winning properties are selected by a group of judges from the organizations based on nominations by the community. Residential and commercial properties may be nominated via an online form on the Keep Marshall Beautiful page on the city's website or by using this link: <https://tinyurl.com/KMBAward>

September Beautification Yard of the Month

Residential Property



Doris Davis

401 Fisher Drive

September Beautification Yard of the Month

Commercial Property



The Brass Trunk

111 E. Travis

ITEM 7A

RESOLUTION

**CONSIDER APPROVAL OF A
RESOLUTION WITH THE TEXAS PARKS
& WILDLIFE DEPARTMENT FOR
PARTICIPATION IN THE LOCAL PARK
GRANT PROGRAM**



MEMO

To: Members of the City Council

From: Eric Powell, Public Works Director

Date: September 16, 2021

Subject: Resolution – Grant Submission to Texas Parks and Wildlife for T&P Park Project

On May 13, 2021, the Quality of Life Taskforce co-chairs presented a detailed two-phase Quality of Life Plan developed by the Quality of Life Taskforce to the City Council. Subsequent to Council's acceptance of recommendations made we began work on completing the prioritized initial projects of the Quality of Life Plan, one of which includes the creation of a recreational space for the citizens of Marshall through the conversion of the T&P Ponds.

Attached to this memo is a resolution authorizing the City Manager to submit application to the Texas Parks and Wildlife for the T&P Ponds Park Project. This project has been identified in the Parks Master Plan prepared by Stephens Engineering, which was unanimously approved on August 26, 2021. The grant submittal is for Phase 1 of the project. This project is also connected with the Parker Creek\T&P Stormwater Project that the City has submitted to the Texas Water Development Board over the last few years for grant award but has to date been unsuccessful.

With approval from Council we will proceed in applying to a Texas Parks and Wildlife Department Local Park Grant that will assist the City of Marshall with funding 50% of the total project costs. There are sufficient reserves in the General Fund to cover our match if the grant is funded.



Local Park Grant Program Resolution Authorizing Application

A resolution of the City of Marshall as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Mark Rohr is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Parker Creek City Park in the City of Marshall of Harrison County or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this ____ day of September, 2021.

Signature of Local Government Official

Typed Name and Title

ATTEST:

Signature

Typed Name and Title

ITEM 8A

DISCUSSION AND DETERMINATION ON NEXT BLOCK OF STREETSCAPING FOR THE DOWNTON REDEVELOPMENT PLAN (100 BLOCK OF E. HOUSTON)

CONSTRUCTION PLANS FOR
DOWNTOWN REDEVELOPMENT - PHASE 1
HOUSTON ST. (N. WASHINGTON AVE. TO N. BOLIVAR ST.)
CITY OF MARSHALL, TEXAS
2021

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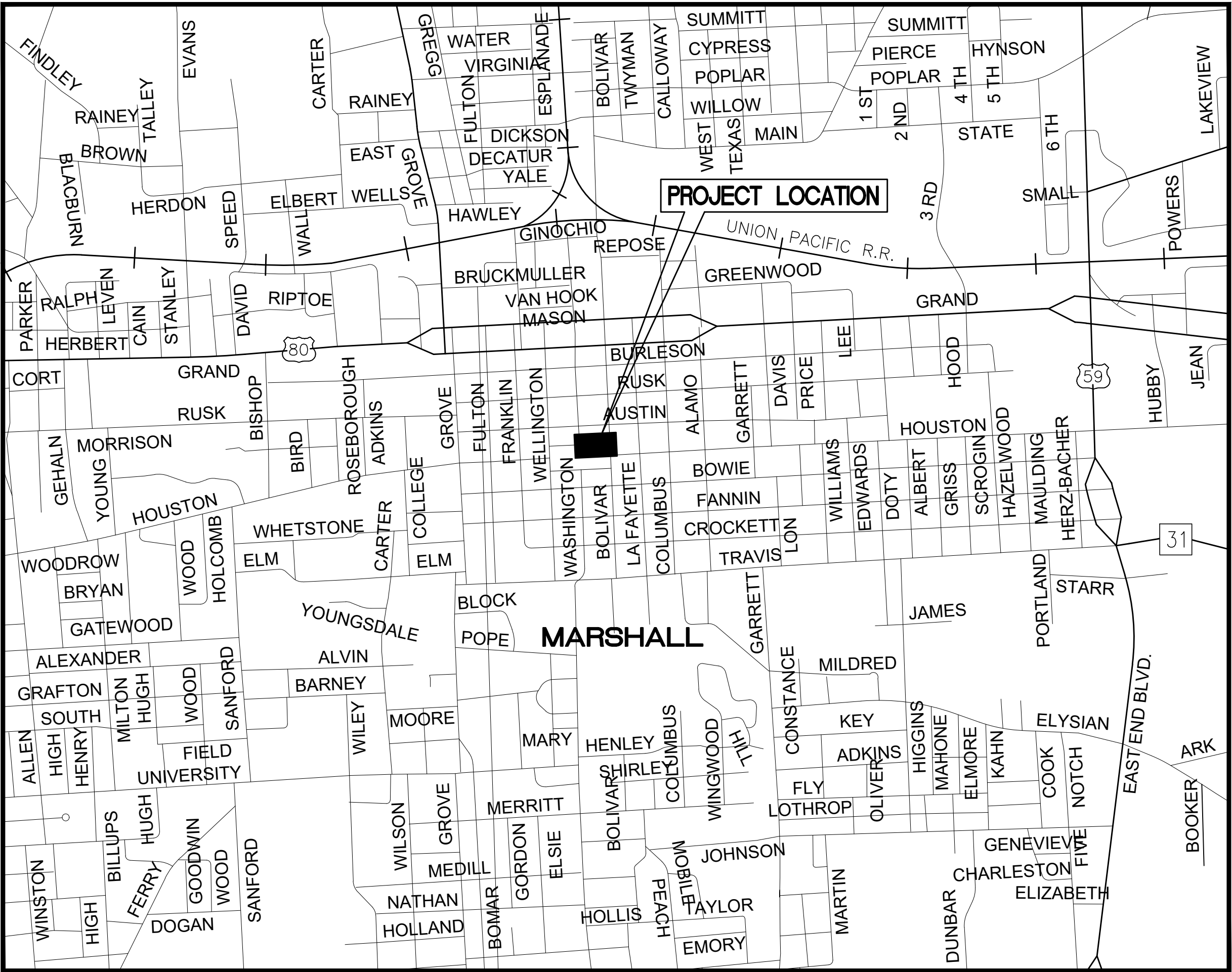
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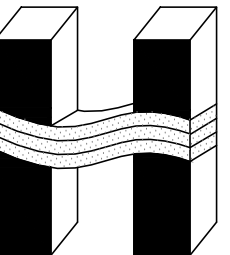
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GINEER

P.E.



VICINITY MAP

SUBMITTED BY:



HAYES ENGINEERING

Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099

This document is released for the purpose of interim review under the authority of Stanley R. Hayes, P.E. 72141 on 9-8-21. It is not to be used for construction.

STANLEY R. HAYES, P.E.
PROJECT MANAGER

DATE

APPROVED BY:

CITY OF Marshall
ENGINEERING DEPARTMENT

ERIC POWELL, P.E.
DIRECTOR OF PUBLIC WORKS
AND CITY ENGINEER

DATE

AVE NOT BEEN FIELD VERIFIED,
ES ARE APPROXIMATE AND OTHER
THIS PROJECT WHICH ARE NOT
R SHALL UNCOVER ALL EXISTING
DNS OF SAME AT ALL PROPOSED
IS BEFORE COMMENCING WORK.
THE ENGINEER IMMEDIATELY.

03) 242-4830 (BOBBY FOWLER)
0) 759-7133 (BUBBA VRANA)
ONNEY ORTIGO)
MMY FARNHAM)
REQUIRED PRIOR TO

0) 395-0440

03) 297-1311

-2477
0) 930-0483 (GENE VINCENT)
6172 (LEWIS(HOOT) GIBSON)
03) 736-2101 (KEITH WILLIAMSON)
RIDGE - (903) 736-3943 (JOEY WHITESIDE)
-0483 (GENE VINCENT)
\$

MARSHALL 48 HOURS IN ADVANCE
-935-4489.

SAFETY SYSTEMS MEETING OSHA
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FROM THE SITE SHALL BE DISPOSED
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HEAD AND UNDERGROUND UTILITIES
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UCH THAT ALL DISTURBED AREAS
LOPING GRADES AS THE WORK
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I AND EROSION CONTROL PLAN
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OR. THE CONTRACTOR SHALL PREPARE
STRUCTION ACTIVITIES, THE SWPPP CONTAINS
ATED IN THE 7/6/98 FEDERAL REGISTER,
\$ OF INTENT, BEST MANAGEMENT
RES, INSPECTION PROCEDURES, ETC.
INSPECTION AND MAINTENANCE
IE CONTRACT DOCUMENTS DURING CONSTRUCTION.

STING SIGNAGE, MAILBOXES, REFLECTORS,
CONSTRUCTION AND SHALL REINSTALL
NG AND CLEANUP.

JS OR CONCRETE PAVEMENT, CURB,
L NOT BE MEASURED FOR PAYMENT
TO THE ITEMS REQUIRING SAWING.

OBTAINING WRITTEN AUTHORIZATION
M ALL PROPERTY OWNERS WHO
PY OF THE WRITTEN AUTHORIZATION

14. ALL CONCRETE SHALL BE CLASS "A", 3000 PSI @ 28 DAYS UNLESS OTHERWISE NOTED. ALL REINFORCING STEEL TO BE GRADE 60.
15. ALL WORK & MATERIALS SHALL BE SUBJECT TO THE PROJECT ENGINEER'S AND THE CITY ENGINEER'S APPROVAL DURING CONSTRUCTION AND UPON COMPLETION.
16. CONTRACTOR SHALL KEEP DIRT, MUD, AND DEBRIS OFF OF PUBLIC STREETS IN THE PROJECT AREA. CONTRACTOR SHALL IMMEDIATELY CLEAN DIRT, MUD, AND DEBRIS FROM PUBLIC STREETS AS SOON AS IT IS NOTICED BY THE CONTRACTOR OR NOTIFIED BY THE ENGINEER OR OWNER.
17. STOCKPILING OF MATERIALS ON PRIVATE PROPERTY WILL NOT BE PERMITTED WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
18. ALL UTILITY SERVICE LINES BROKEN OR INTERRUPTED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
19. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING NECESSARY FOR THE PROPER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
20. ALL STORMWATER POLLUTION AND PREVENTION SILT FENCES AND HAY BALE DIKES, ETC. SHALL BE REMOVED UPON COMPLETION OF PROJECT.
21. CONTRACTOR SHALL MAINTAIN TEMPORARY ACCESS TO ALL BUILDINGS DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH BUSINESS OWNERS AND PROVIDE ADVANCE NOTICE OF 48 HOURS FOR ANY NECESSARY DISRUPTIONS AND OBTAIN APPROVAL BY OWNER.
22. CONTRACTOR SHALL PROTECT BUILDING WALLS, DOORWAY THRESHOLDS, ENTRY TILES, ETC. FROM CONCRETE SPLATTER DURING CONSTRUCTION.

GENERAL NOTES FOR HISTORIC ITEMS

PROTECTION NOTES FOR THE REMOVAL OF EXISTING PAVEMENT, CURB OR SIDEWALK AND CONSTRUCTION OF NEW PAVEMENT, CURB OR SIDEWALK ADJACENT TO HISTORIC BUILDINGS, CANOPIES, MATERIALS, FENCES, AND RETAINING WALLS
Where proposed work is in proximity to historic buildings or other structures (walls, canopies, retaining walls, fences), and planting beds, and vegetation/groundcover, follow the procedures listed below for demolition, protection, and construction at these addresses:
In the city of MARSHALL, at ALL BLDGS. (list addresses):
1. To minimize potential damage to historic structures and materials, contractor to saw cut existing sidewalk 8 to 12 inches away from the historic structure, canopy supports, fence, or retaining wall.
2. Contractor to construct new sidewalk next to the saw cut edge with installation of expansion joint in between. If existing sidewalk is to be removed entirely, the remaining 8 to 12 inches next to the historic structure, canopy supports, material, fence, or retaining wall will be removed by hand. Expansion joint to be placed between historic structure, canopy support, material, fence, or retaining wall and new sidewalk.
3. Contractor is responsible for preventing damage to historic structure, canopy supports and their awning, materials, fences, retaining walls, including garden elements (planting beds, plantings) during the entire construction project, especially during removal of existing pavement, curb, or sidewalk. During the saw cut and hand removal process, contractor will exercise utmost caution and will physically protect historic structure foundation, canopy supports, materials, elevations, entryways with decorative flooring, fences, retaining walls, and landscape elements.
4. Contractor to repair or replace in kind, at his own expense, any historic materials damaged in the course of executing the work. Contractor is responsible for locating replacement source for historic materials damaged in the course of the work. Texas Historical Commission to be informed of damage and proposed repairs prior to execution of repair work.

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SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES & SHEET INDEX
3	EXISTING SITE PLAN
4	PROPOSED SITE PLAN
5	PROPOSED PAVING REMOVAL PLAN
6	PROPOSED WATER MAIN PLAN
7	PROPOSED LIGHTING PLAN
8	PROPOSED DRAINAGE PLAN
9	PROPOSED PAVING LAYOUTS 1
10	PROPOSED PAVING LAYOUTS 2
11	PROPOSED PAVING LAYOUTS 3
12	PROPOSED JOINT LAYOUT PLAN
13	PROPOSED PVMT. MARKINGS & SIGNS
14	PROPOSED LANDSCAPING
15-18	PEDESTRIAN FACILITIES, CURB RAMPS
19	WATER LINE DETAILS
20	STORM SEWER DETAILS
21	PAVING DETAILS
22	MISCELLANEOUS DETAILS 1
E1-E4	PROPOSED LIGHTING/ELECTRICAL PLAN AND ELECTRICAL DETAILS

ALL EXPOSED NEW CONCRETE SURFACES
SHALL HAVE A LIGHT BROOM FINISH.

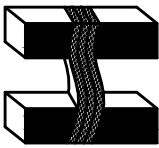
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GENERAL NOTES
& SHEET INDEX

CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)

HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099

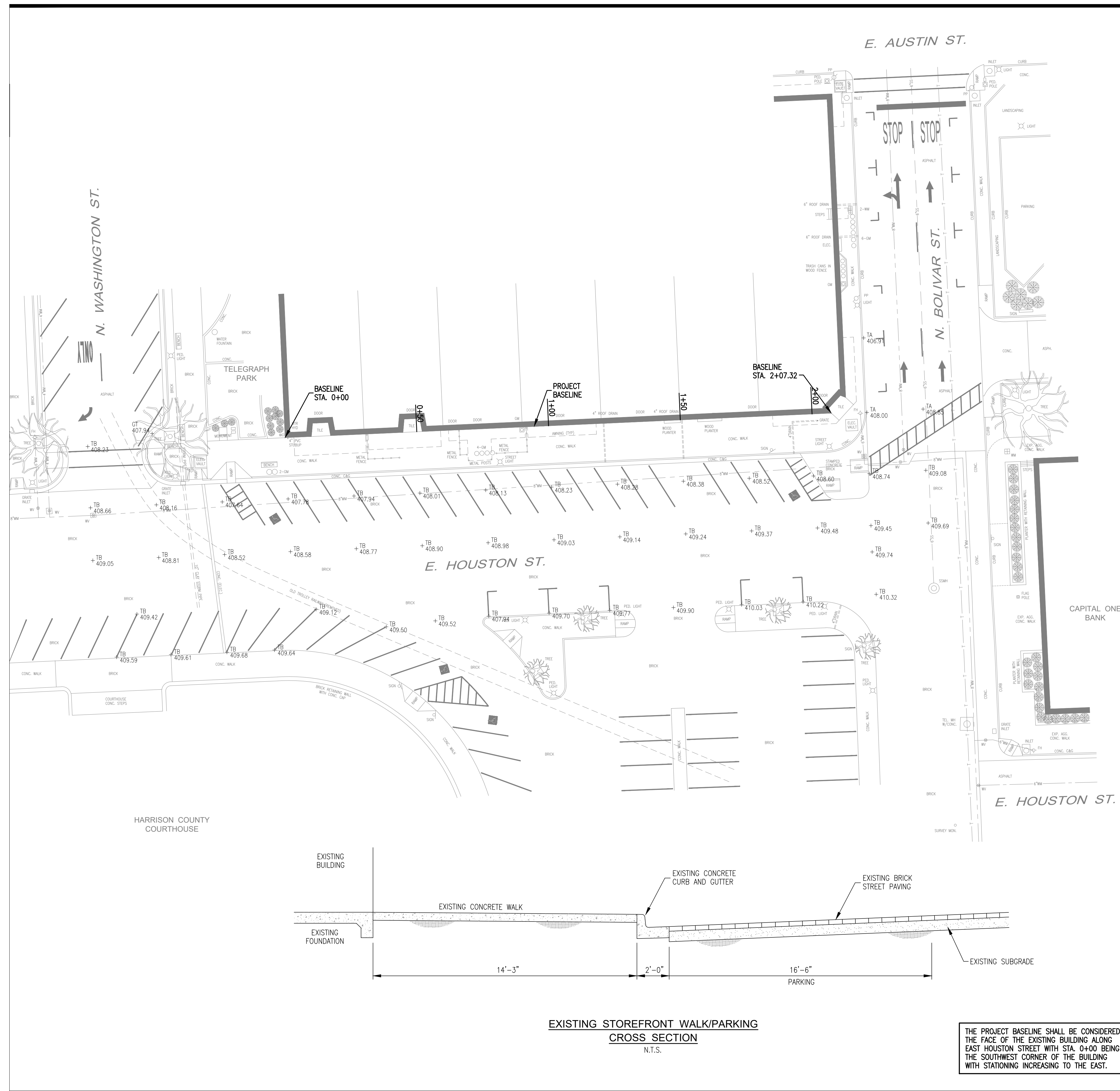


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SHEET

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OF 22 SHEETS

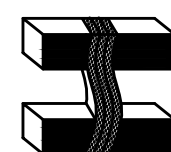


EXISTING
SITE PLAN

CITY OF MARSHALL, TX.
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OF 22 SHEETS

PROPOSED IMPROVEMENTS

- ① PROPOSED NEW STOREFRONT CONCRETE FLATWORK
- ② PROPOSED 8" WATER MAIN RELOCATION
- ③ PROPOSED ORNAMENTAL PEDESTRIAN LIGHTING, FOUNDATION AND ELECTRICAL PULL BOX
- ④ PROPOSED TRENCH DRAIN
- ⑤ PROPOSED NEW BRICK INLAY/FLATWORK
- ⑥ PROPOSED PEDESTRIAN CURB RAMP
- ⑦ PROPOSED PAVEMENT MARKINGS (PARKING, ACCESSIBLE AISLES & SIGNS, ACCESSIBLE SYMBOLS, CROSSWALKS, DIRECTIONAL ARROWS, ETC.
- ⑧ PROPOSED WHEEL STOPS
- ⑨ PROPOSED LANDSCAPE WELLS
- ⑩ OMITTED
- ⑪ OMITTED
- ⑫ PROPOSED STORM SEWER JUNCTION BOX
- ⑬ PROPOSED ROOF DRAIN RELOCATION

NOTES

1. CONTRACTOR SHALL REMOVE EXISTING METAL FENCING ALONG STOREFRONTS AND GIVE TO BUSINESS OWNER. CONTRACTOR SHALL NOT REPLACE METAL FENCING.
2. CONTRACTOR SHALL CAREFULLY REMOVE EXISTING BRICK PAVERS NOTED FOR REMOVAL IN THESE PLANS. SOME BRICK PAVERS SHALL BE SALVAGED, CLEANED AND DELIVERED TO A LOCATION SPECIFIED BY THE CITY OF MARSHALL, WHILE SOME SHALL BE SALVAGED, CLEANED AND REPLACED AS PART OF THE NEW RECONFIGURED STREET PAVING.
3. ORNAMENTAL LIGHTS AND BENCHES NOTED FOR REMOVAL SHALL NOT BE REPLACED. THESE ITEMS SHALL BE DELIVERED TO A LOCATION SPECIFIED BY THE CITY OF MARSHALL.
4. CONTRACTOR SHALL PROTECT ALL OVERHEAD CANOPIES & AWNINGS.
5. CONTRACTOR SHALL ADJUST ALL GAS METER BOXES TO NEW GRADE.
6. CONTRACTOR SHALL PROTECT ALL ITEMS ASSOCIATED WITH "TELEGRAPH PARK", UNLESS SPECIFICALLY NOTED ON THE PLANS.
7. CONTRACTOR SHALL ADJUST ALL ELECTRICAL VAULTS TO NEW GRADE.

ORNAMENTAL BENCHES, TRASH RECEPTACLES & PLANTERS

MANUFACTURER-DUMOR, INC.
 MIFFLINTOWN, PA.
 TEL.: 1-800-598-4018
 DUMOR.COM
 (OR PRIOR APPROVED EQUAL)

BENCHES: 58-60 6' CAST BENCH, STEEL SEAT
 TRASH REC.: 102-32SH 32 GAL. STEEL REC. W/SHIELD
 & RECYCLED LID, 4" OPENING

PLANTER: 22-00SH STEEL PLANTER W/SHIELD

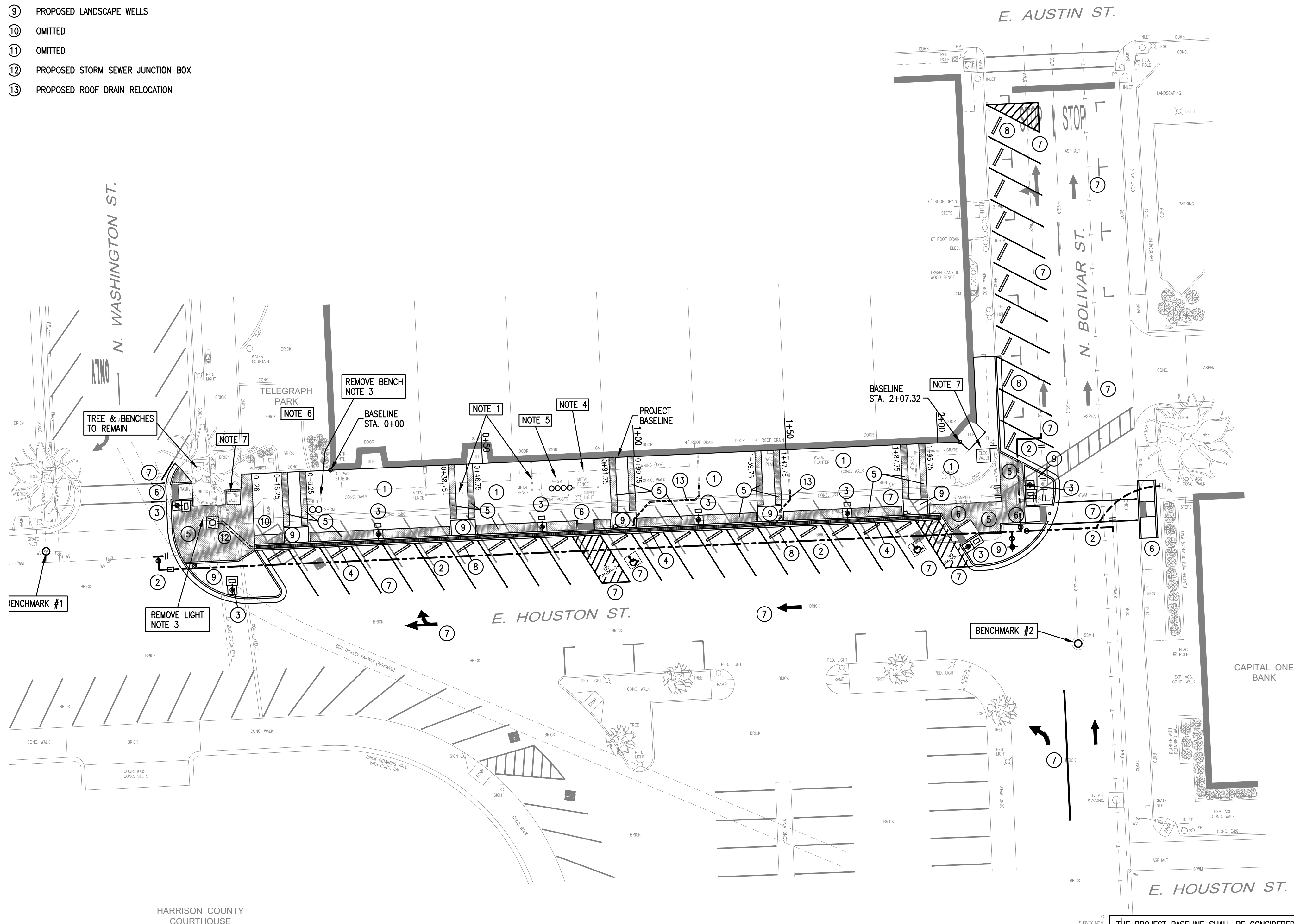
CONTRACTOR SHALL FURNISH 6 BENCHES, 3 TRASH RECEPTACLES AND 4 PLANTERS. CONTRACTOR SHALL INSTALL THESE ITEMS AT LOCATIONS DETERMINED BY THE CITY OF MARSHALL.

NEW BRICK PAVERS

MANUFACTURER- ACME BRICK
 COLOR: PATHWAY RED

ALL NEW BRICK PAVERS INSTALLED SHALL BE UNIFORM IN COLOR AND ACCEPTABLE TO THE CITY OF MARSHALL.

NEW BRICK PAVERS DAMAGED OR CHIPPED DURING PLACEMENT MUST BE REMOVED AND REPLACED.



ALL EXPOSED NEW CONCRETE SURFACES SHALL HAVE A LIGHT BROOM FINISH.

THE PROJECT BASELINE SHALL BE CONSIDERED THE FACE OF THE EXISTING BUILDING ALONG EAST HOUSTON STREET WITH STA. 0+00 BEING THE SOUTHWEST CORNER OF THE BUILDING WITH STATIONING INCREASING TO THE EAST.

BENCHMARK #1
 TOP OF EXISTING WATER VALVE BOX COVER NEAREST GRADE INLET AT WEST END OF PROJECT.
 ELEV.=408.19

BENCHMARK #2
 TOP OF EXISTING SANITARY SEWER MANHOLE COVER IN N. BOLIVAR ST. AT EAST END OF PROJECT.
 ELEV.=410.31

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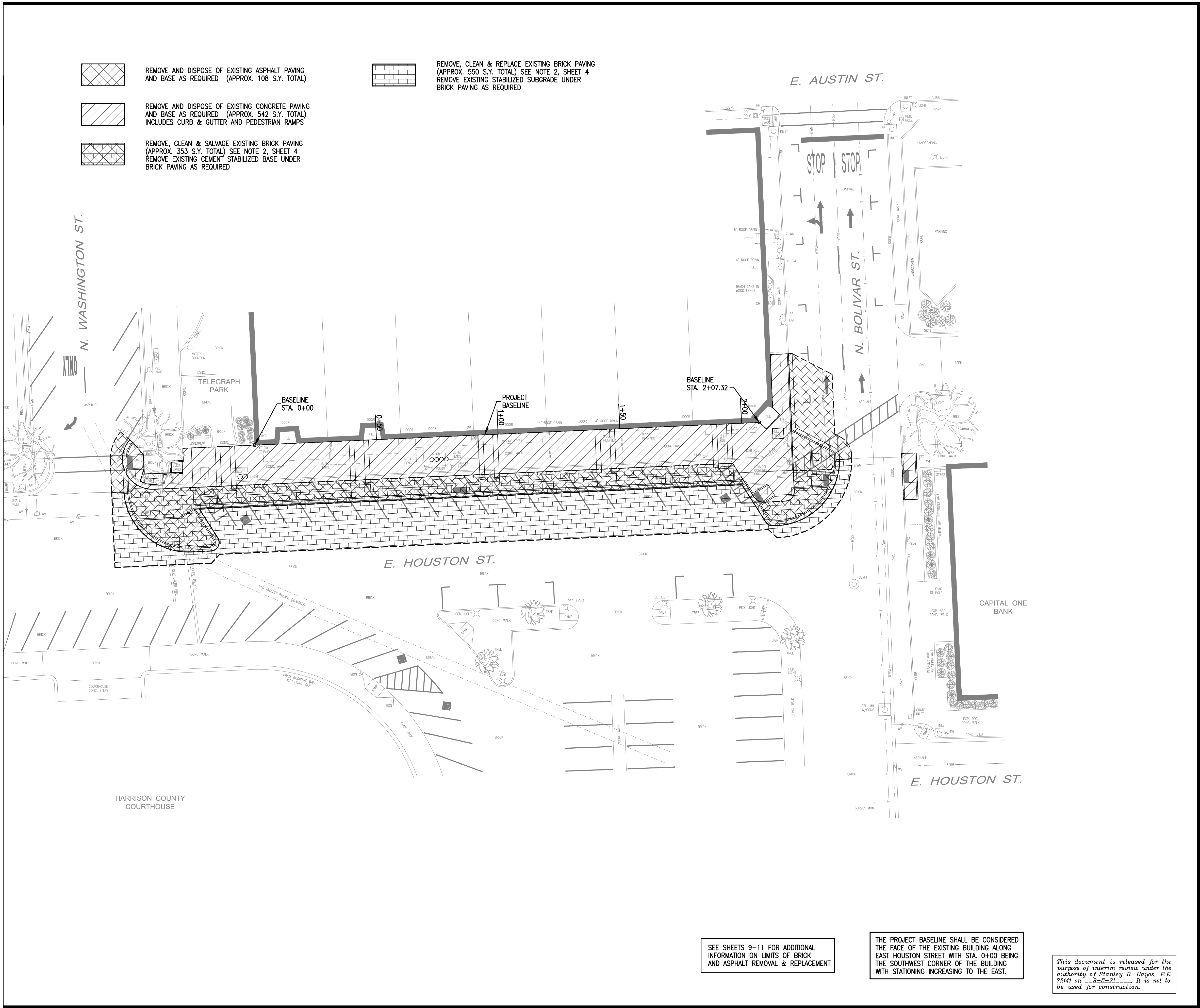
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OF 22 SHEETS

**PROPOSED
 SITE PLAN**



PROPOSED PAVING
REMOVAL PLAN

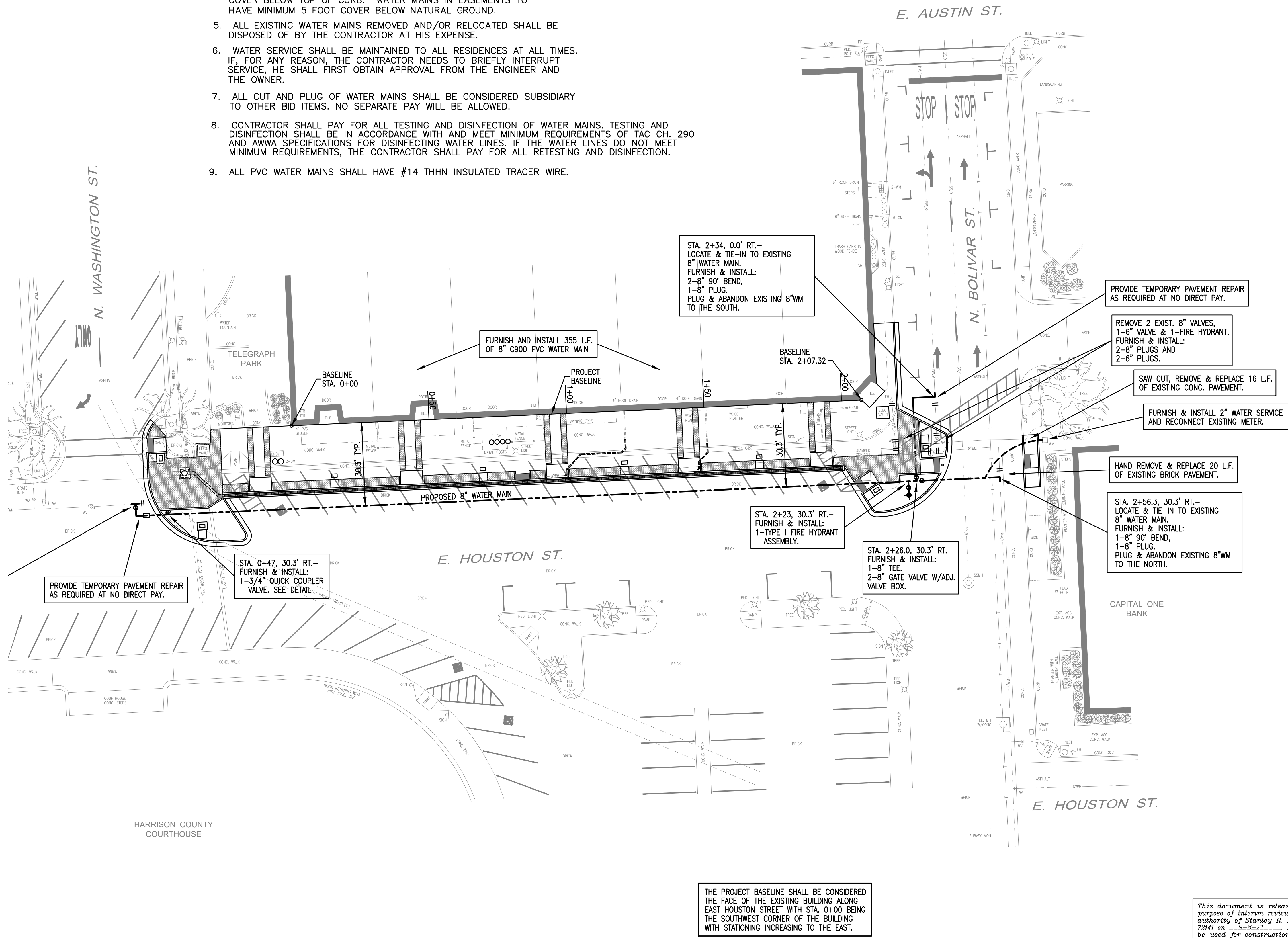
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WATER LINE NOTES

1. ALL WATER LINE PIPE FURNISHED SHALL MEET THE REQUIREMENTS OF AWWA C900, LATEST REVISION AND SHALL BE CLASS 150 DR-18 FOR SIZES 4" THRU 12". PVC PIPE MUST BE NSF APPROVED.
2. CAST IRON PIPE FITTINGS AND MAIN IRON VALVE STANDARDIZED PUSH-ON OR MECHANICAL JOINTS W/JOINT RESTRAINTS SHALL BE USED.
3. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL CLEARANCE BETWEEN WATER MAINS AND ALL OTHER UTILITIES.
4. ALL NEW WATER MAINS WITHIN STREET R.O.W. TO HAVE MINIMUM 4 FOOT COVER BELOW TOP OF CURB. WATER MAINS IN EASEMENTS TO HAVE MINIMUM 5 FOOT COVER BELOW NATURAL GROUND.
5. ALL EXISTING WATER MAINS REMOVED AND/OR RELOCATED SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE.
6. WATER SERVICE SHALL BE MAINTAINED TO ALL RESIDENCES AT ALL TIMES. IF, FOR ANY REASON, THE CONTRACTOR NEEDS TO BRIEFLY INTERRUPT SERVICE, HE SHALL FIRST OBTAIN APPROVAL FROM THE ENGINEER AND THE OWNER.
7. ALL CUT AND PLUG OF WATER MAINS SHALL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS. NO SEPARATE PAY WILL BE ALLOWED.
8. CONTRACTOR SHALL PAY FOR ALL TESTING AND DISINFECTION OF WATER MAINS. TESTING AND DISINFECTION SHALL BE IN ACCORDANCE WITH AND MEET MINIMUM REQUIREMENTS OF TAC CH. 290 AND AWWA SPECIFICATIONS FOR DISINFECTING WATER LINES. IF THE WATER LINES DO NOT MEET MINIMUM REQUIREMENTS, THE CONTRACTOR SHALL PAY FOR ALL RETESTING AND DISINFECTION.
9. ALL PVC WATER MAINS SHALL HAVE #14 THHN INSULATED TRACER WIRE.

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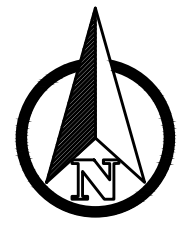
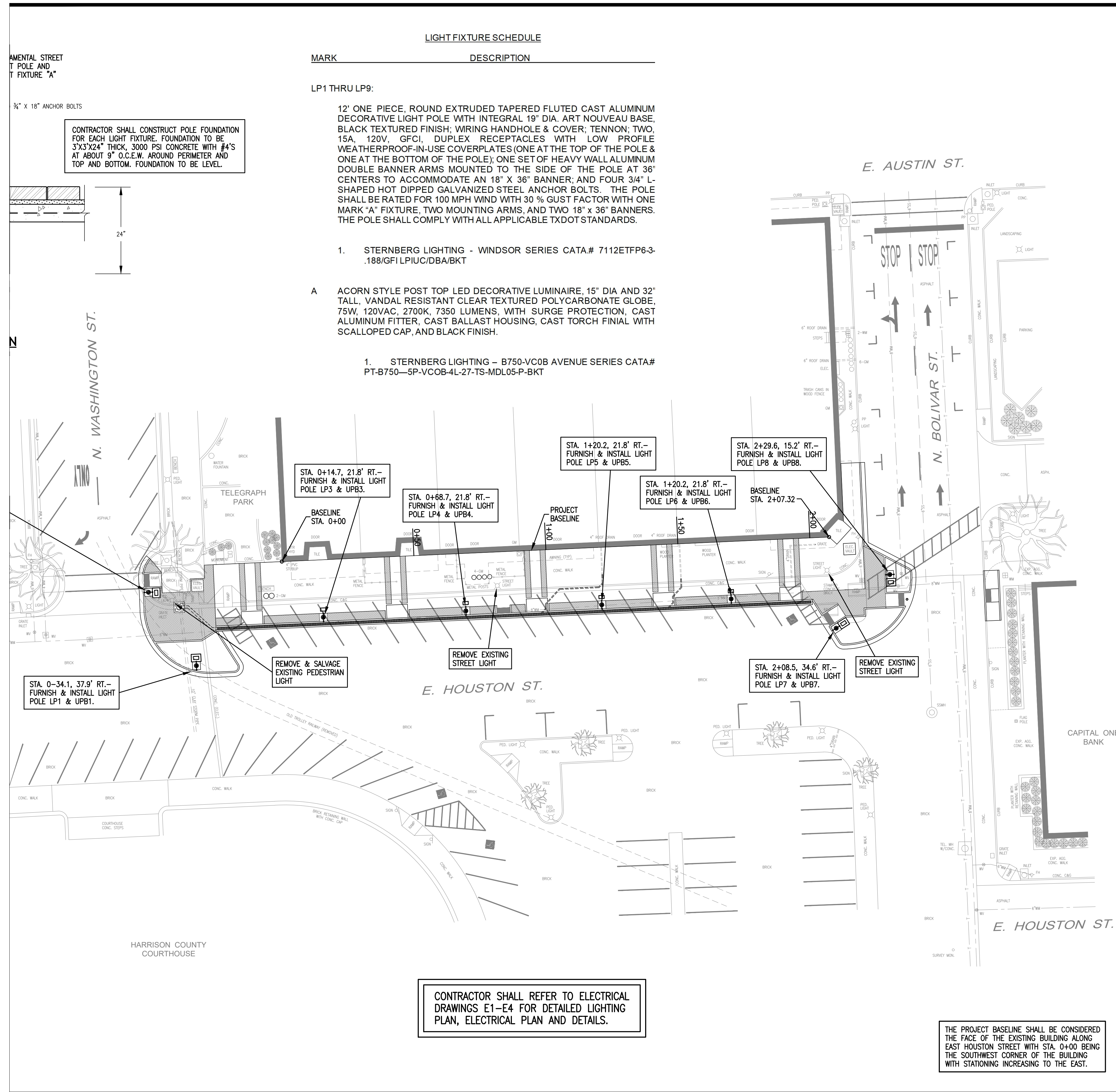
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**PROPOSED
WATER MAIN PLAN**

CITY OF MARSHALL, TX.
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PROPOSED
LIGHTING PLAN

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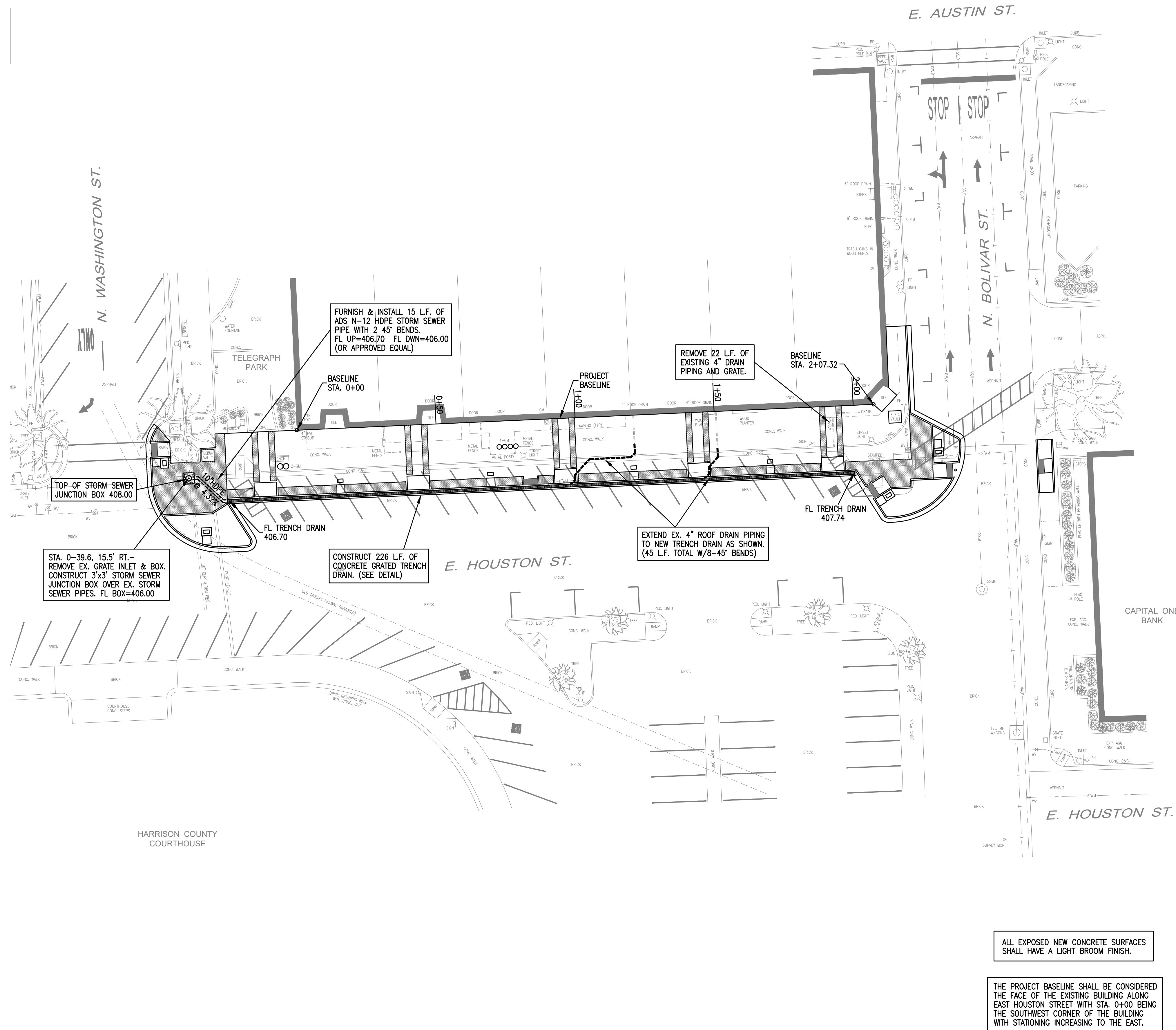


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PROPOSED DRAINAGE PLAN

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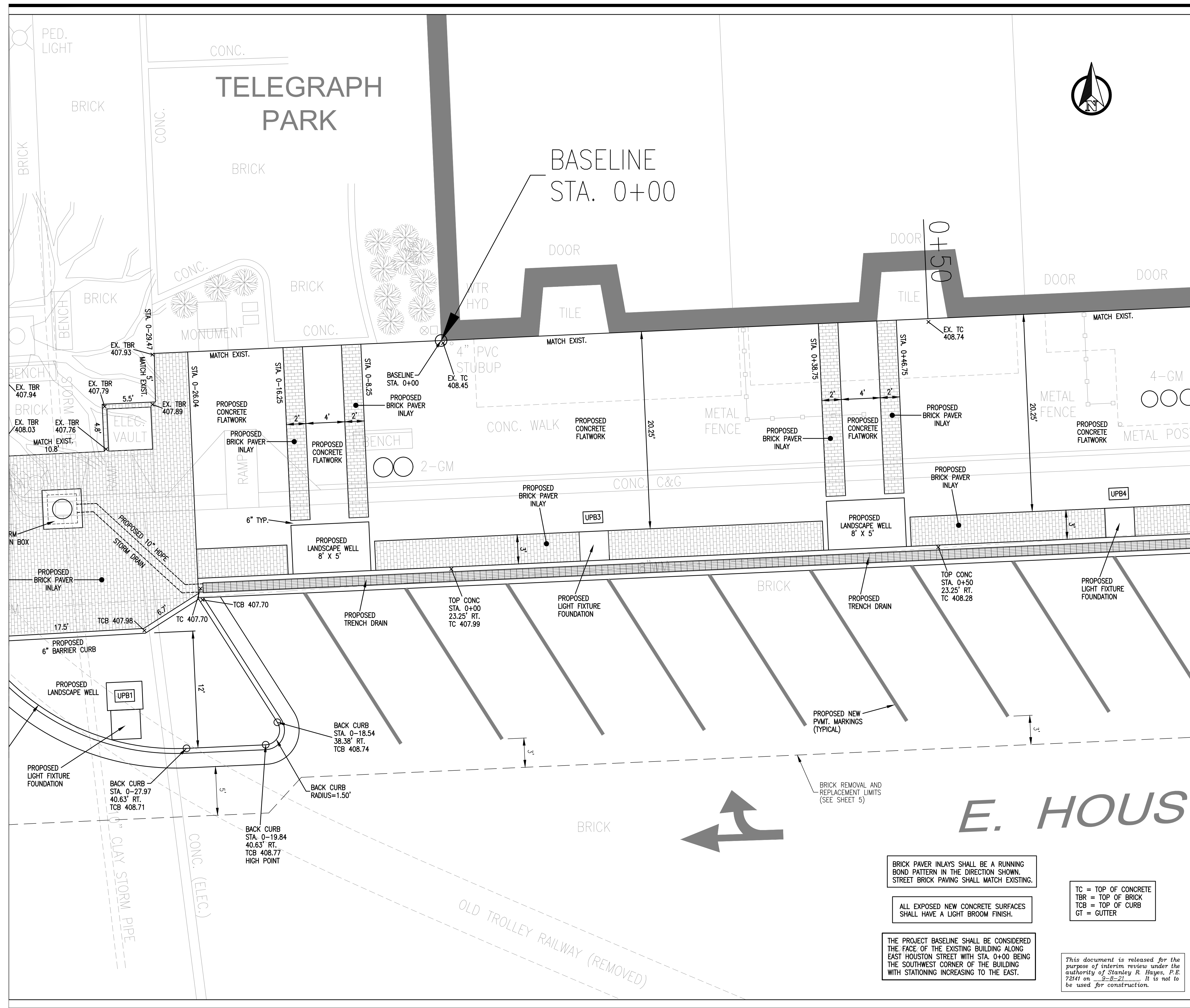
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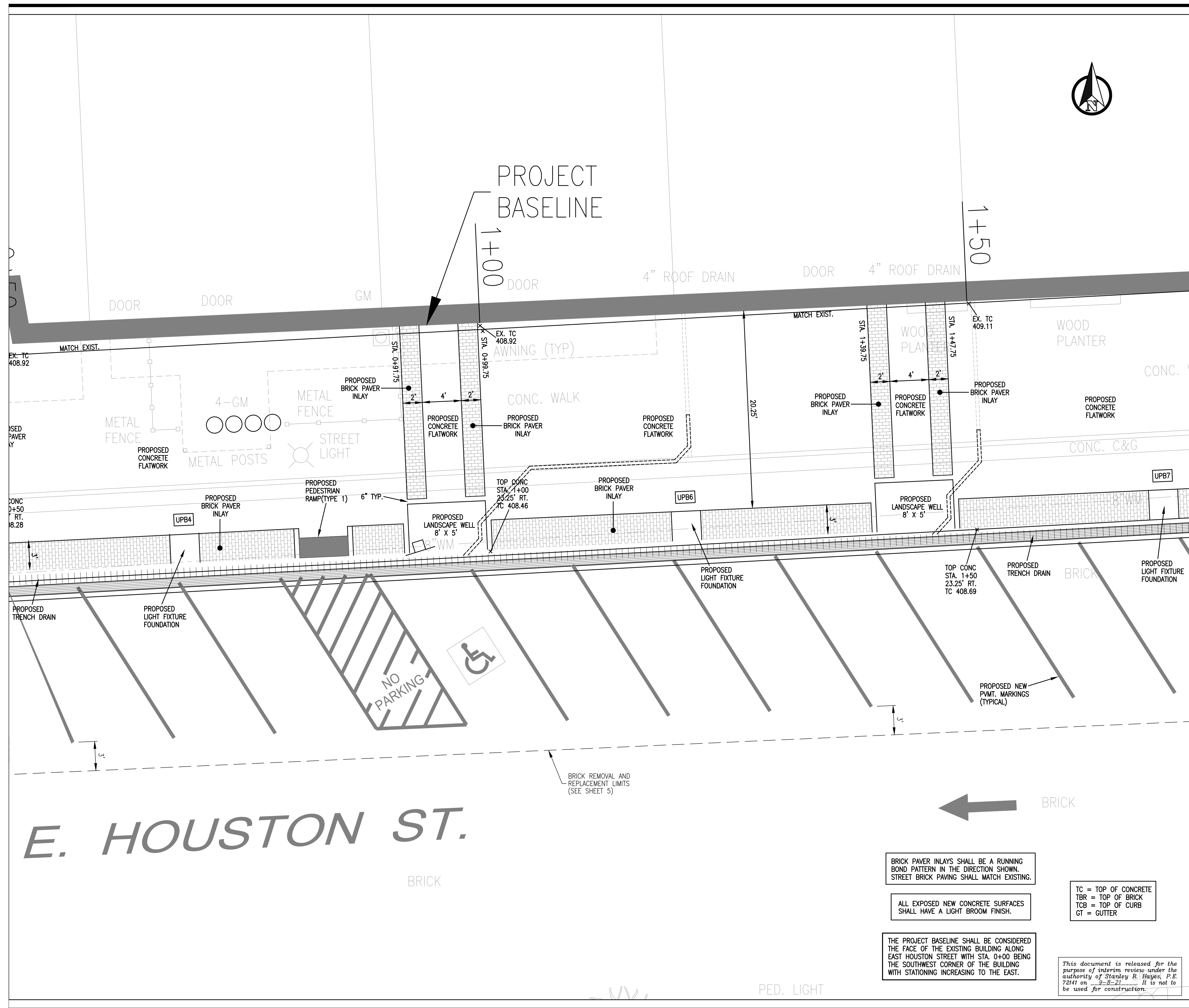


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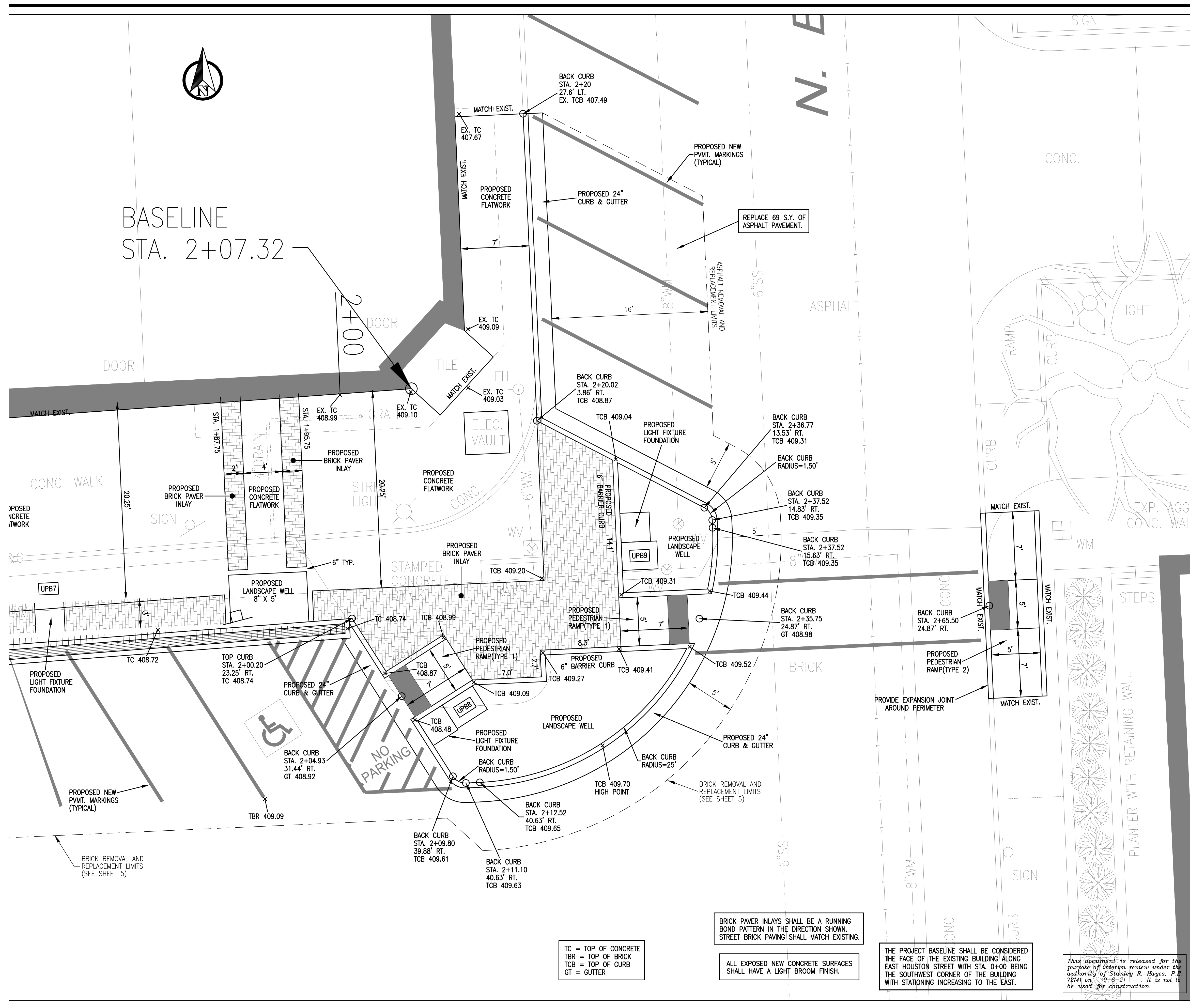
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OF 22 SHEETS

**PROPOSED
PAVING LAYOUT 2**

*CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)*



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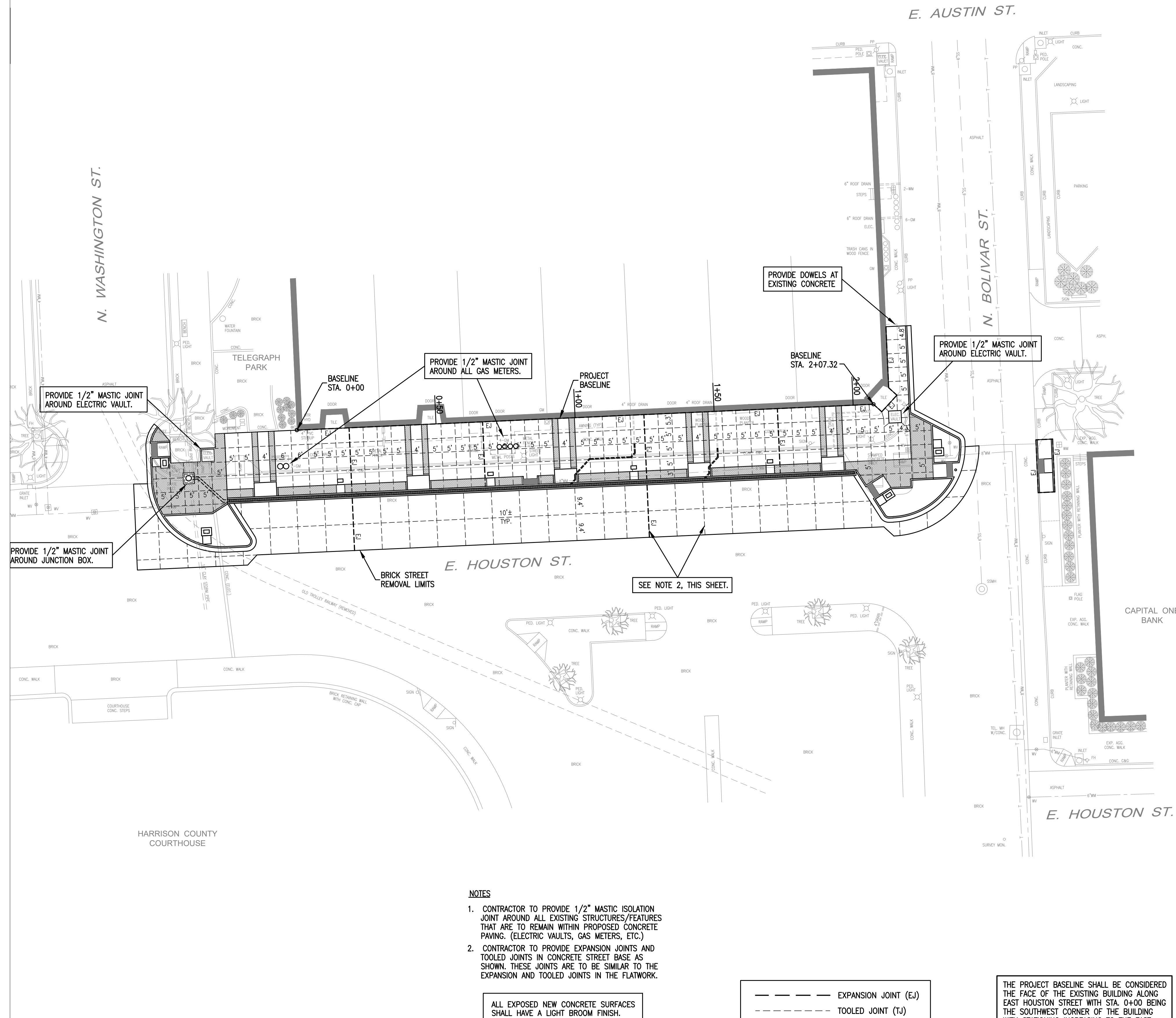


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*CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)*

**PROPOSED
PAVING LAYOUT 3**

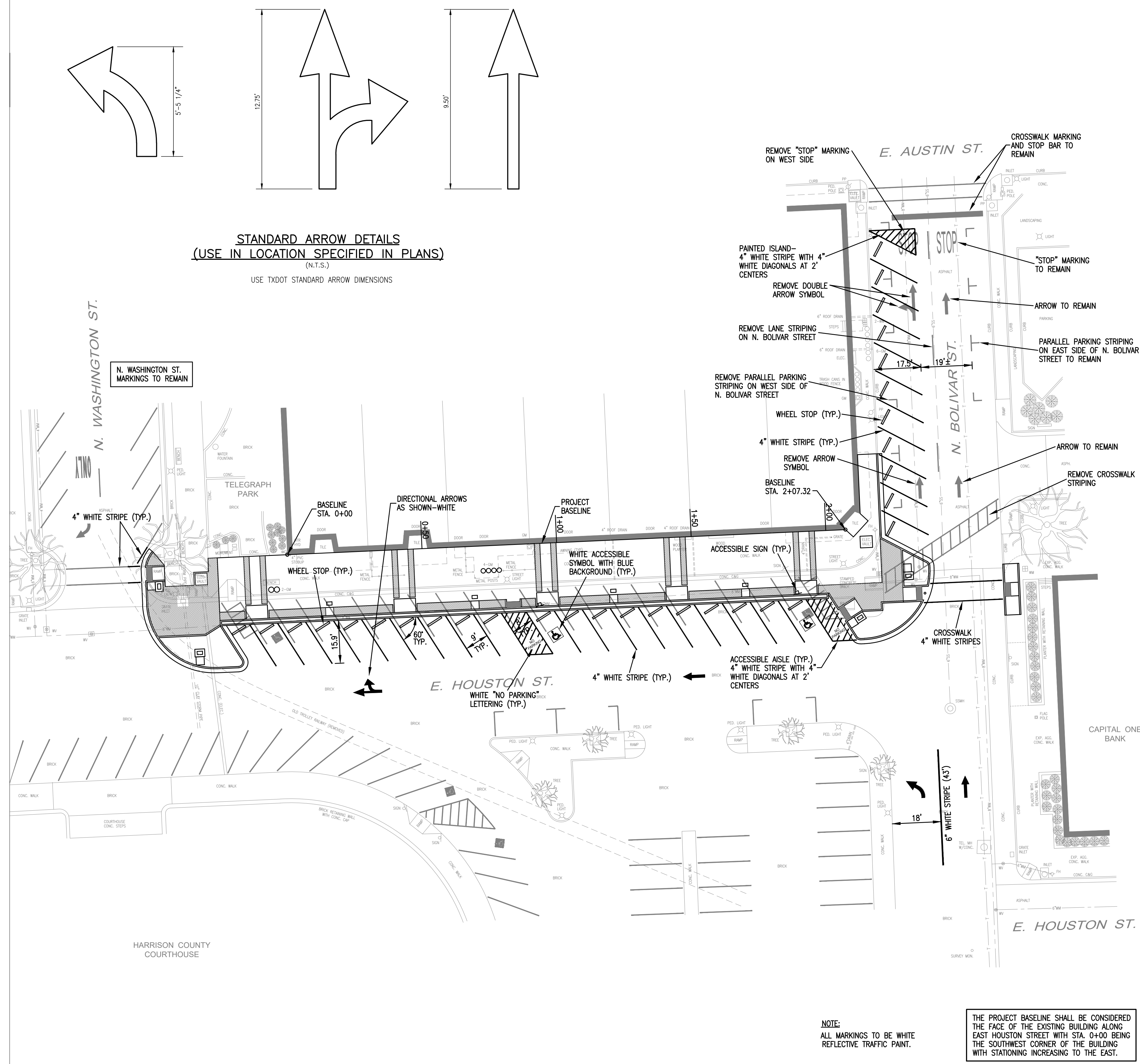


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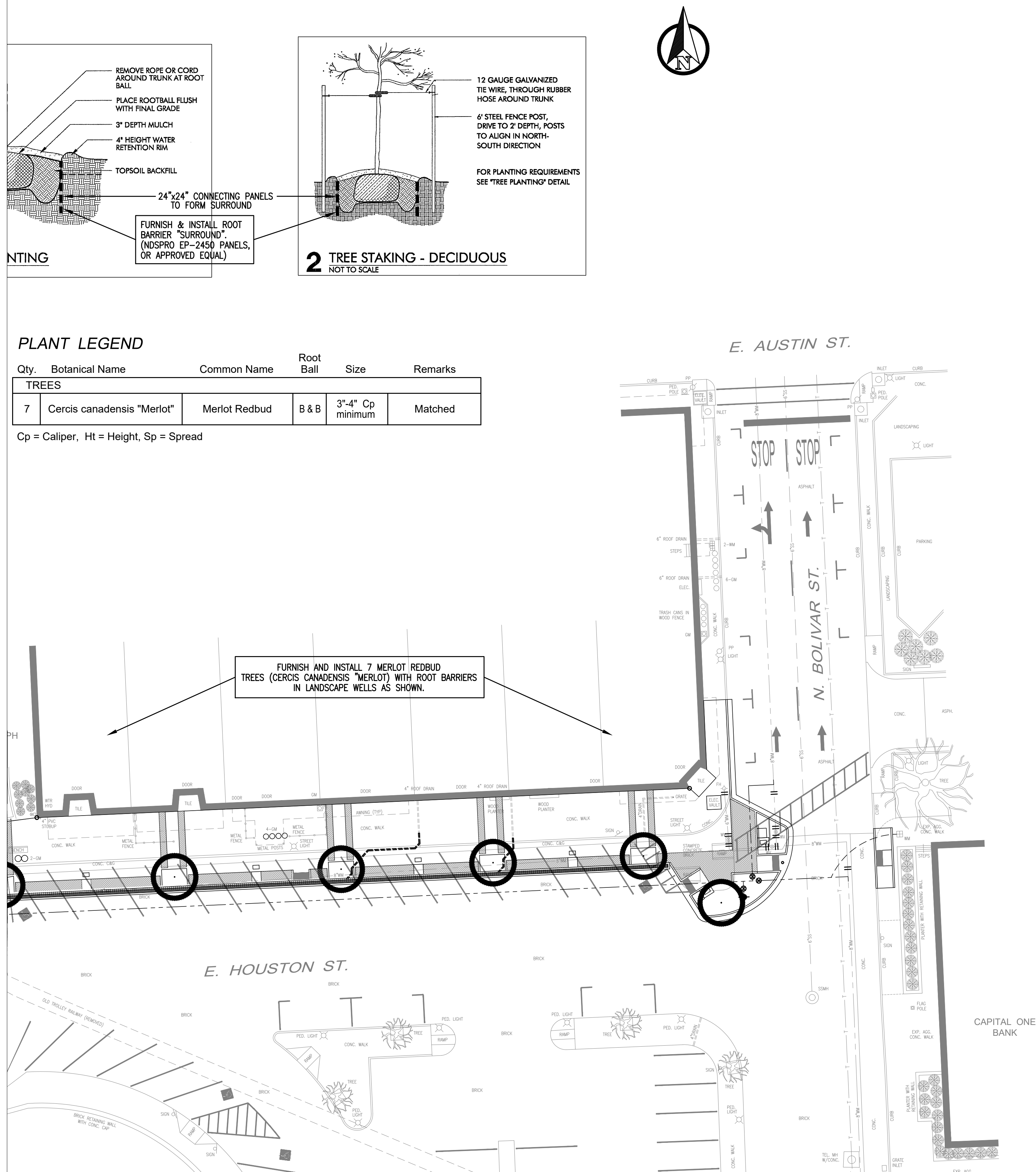


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OF 22 SHEETS

*CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
PROPOSED
PVMT. MARKINGS
AND SIGNS*



NTING

PLANT LEGEND

Qty.	Botanical Name	Common Name	Root Ball	Size	Remarks
TREES					
7	<i>Cercis canadensis</i> "Merlot"	Merlot Redbud	B & B	3"-4" Cp minimum	Matched

Cp = Caliper, Ht = Height, Sp = Spread

2 TREE STAKING - DECIDUOUS NOT TO SCALE

PLANTING NOTES

1. THIS SITE HAS A TREMENDOUS AMOUNT OF SUBTERRANEAN UTILITIES AND PIPELINES. SOME OF THESE HAVE BEEN LOCATED ON THE SURVEY AND ARE REFLECTED IN THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY, HOWEVER, TO HAVE ALL UTILITIES AND PIPELINES LOCATED BEFORE INSTALLING LANDSCAPE MATERIALS. IF THERE ARE CONFLICTS THE ENGINEER SHALL BE CONTACTED IMMEDIATELY.

2. CONTRACTOR SHALL VERIFY ALL LANDSCAPE MATERIAL QUANTITIES AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO INSTALLATION.

3. CONTRACTOR SHALL MAKE NO SUBSTITUTIONS WITHOUT THE APPROVAL OF THE ENGINEER.

4. CONTRACTOR SHALL STAKE LAYOUT PLAN IN THE FIELD AND SHALL HAVE THE LAYOUT APPROVED BY THE ENGINEER BEFORE PROCEEDING WITH THE INSTALLATION.

5. ALL LANDSCAPE AREAS SHALL BE MULCHED WITH 3" OF SHREDDED HARDWOOD MULCH. MULCH TO BE APPROVED BY ENGINEER PRIOR TO PLACEMENT. ALL MULCH TO BE RAKED EVEN TO THE SPECIFIED DEPTH & WATER SETTLED. THIS WORK SHALL BE SUBSIDIARY TO LANDSCAPE WORK.

6. CONTRACTOR SHALL GUARANTEE ALL WORK AND PLANT MATERIAL FOR PERIOD STATED IN SPECIFICATIONS.

7. ANY PLANT MATERIAL WHICH DIES DURING THE GUARANTEE PERIOD SHALL BE REMOVED IMMEDIATELY AND REPLACED BY THE CONTRACTOR DURING THE NEXT NORMAL PLANTING SEASON IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL PRACTICE.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE PLANTS. SEE SPECIFICATIONS FOR MAINTENANCE PERIOD.

9. ALL PLANT NAMES ON THE PLANT LIST SHALL CONFORM TO HORTICULTURAL NOMENCLATURE AS SET FORTH IN HORTUS III OR IN DATASCAPE, 1994 EDITION AND ALL SUPPLEMENTS.

10. ALL PLANT MATERIAL SHALL MEET THE MINIMUM SPECIFICATIONS IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1990 OR LATEST REVISION) SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, AND BE FREE OF PLANT DISEASES AND PEST. THE PLANTS SHALL BE OF TYPICAL FORM FOR THE SPECIES AND HAVING A HEALTHY, WELL BRANCHED ROOT SYSTEM.

11. SIZES INDICATED ON THE PLANT LIST ARE THE MINIMUM ACCEPTABLE SIZE. IN NO CASE WILL SIZES LESS THAN THE SPECIFIED SIZES BE ACCEPTED.

12. PLANTS SHALL BE PRUNED ONLY IN ACCORDANCE WITH STANDARD SPECIFICATIONS.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER RELATED SITE WORK BEING PERFORMED BY OTHER CONTRACTORS AS REQUIRED TO ACCOMPLISH SITE CONSTRUCTION OPERATIONS.

14. THE PLANTING OF ANY PLANT MATERIAL WILL INCLUDE AS SUBSIDIARY ITEMS: MULCH, STAKES AND ANY OTHER ELEMENTS NECESSARY TO INSTALL AS DETAILED.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THE TREE PITS ARE EXCAVATED TO TWICE THE ROOT BALL SIZE.

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PROPOSED
LANDSCAPING

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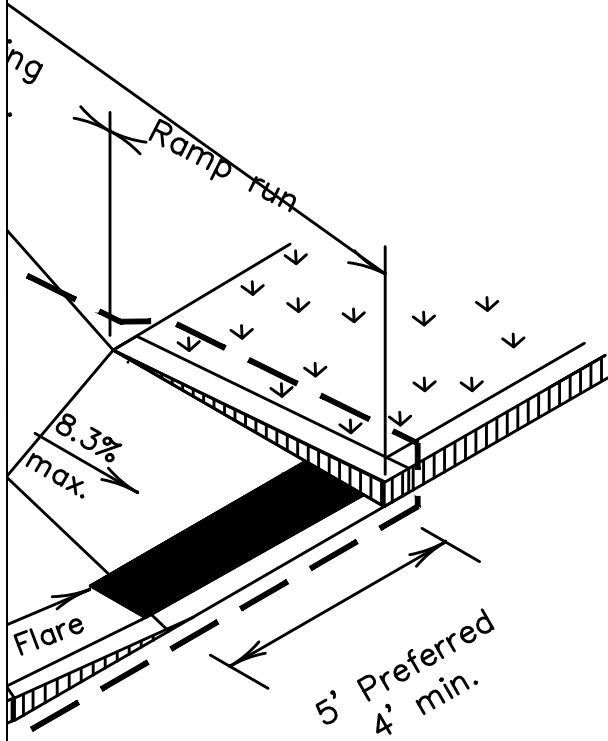


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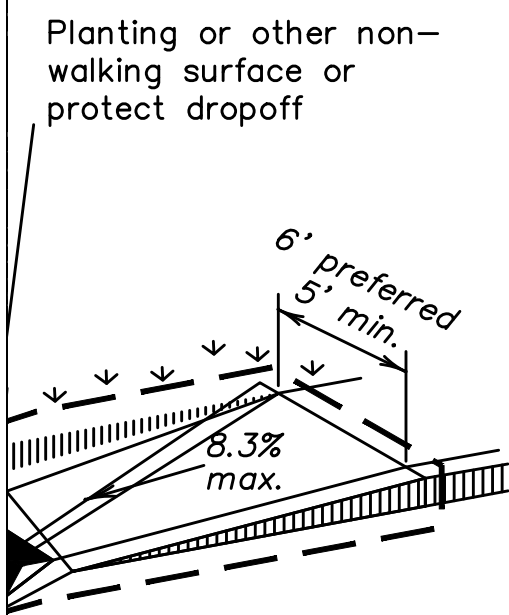
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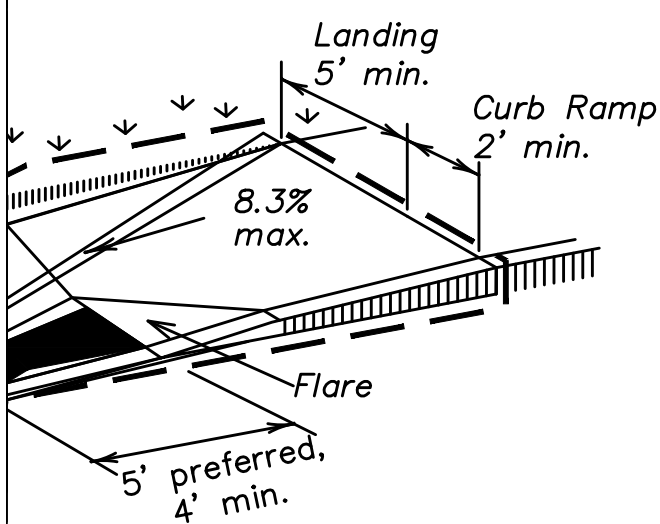
OF 22 SHEETS



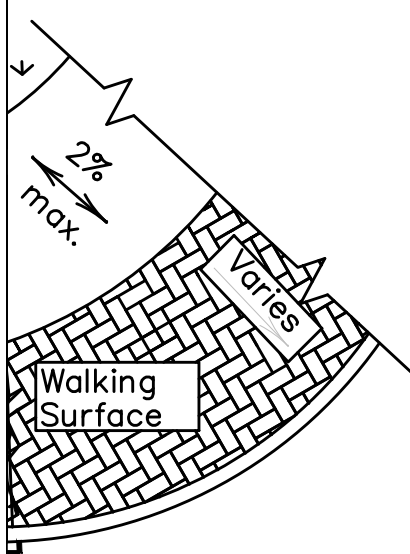
RAMP



RAMP
and in the landing.)

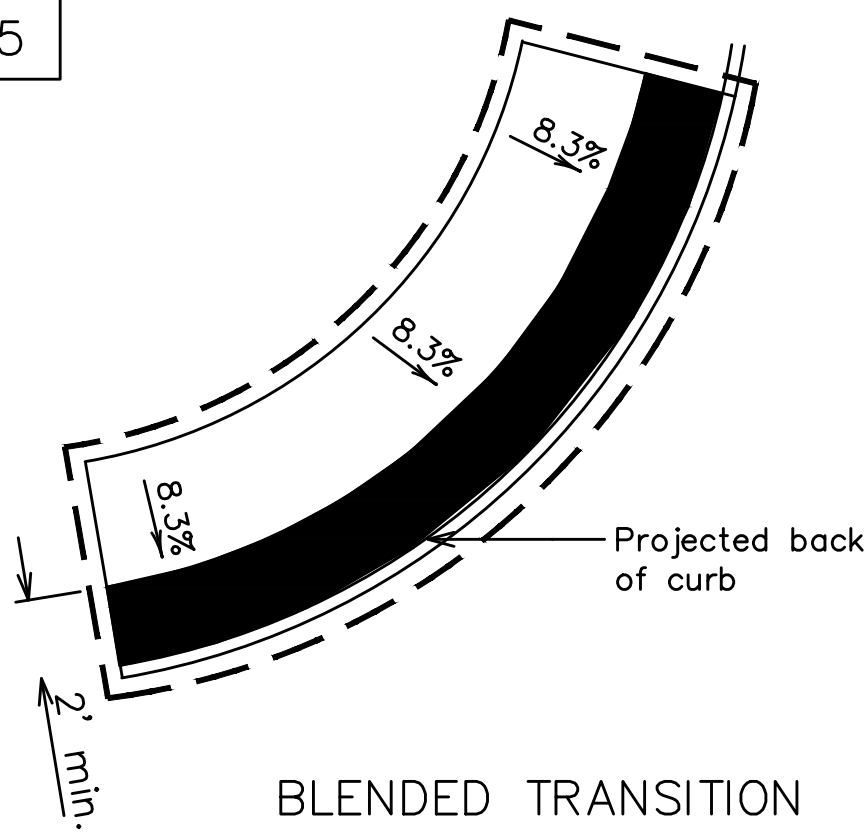


max.



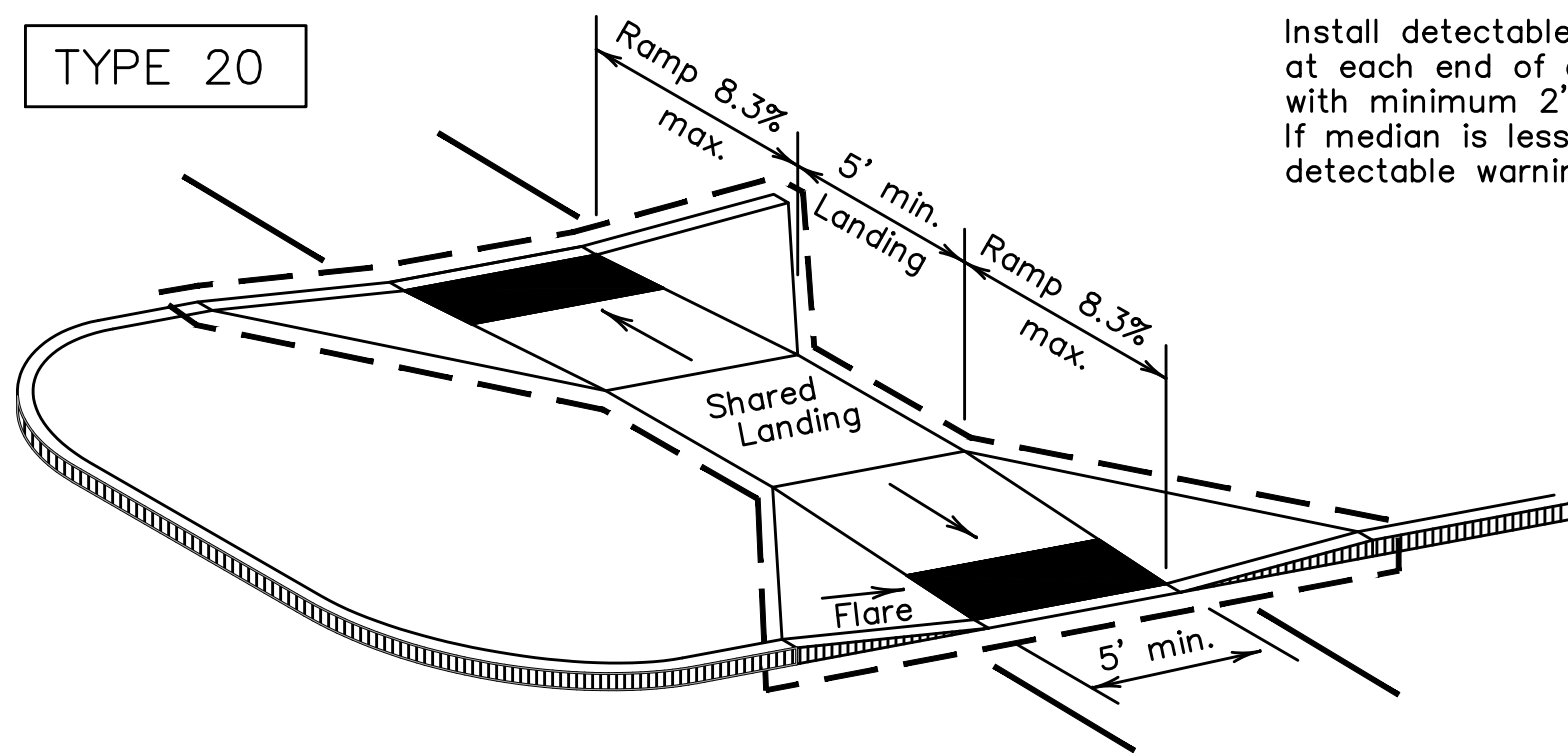
RAMPS

TYPE 5



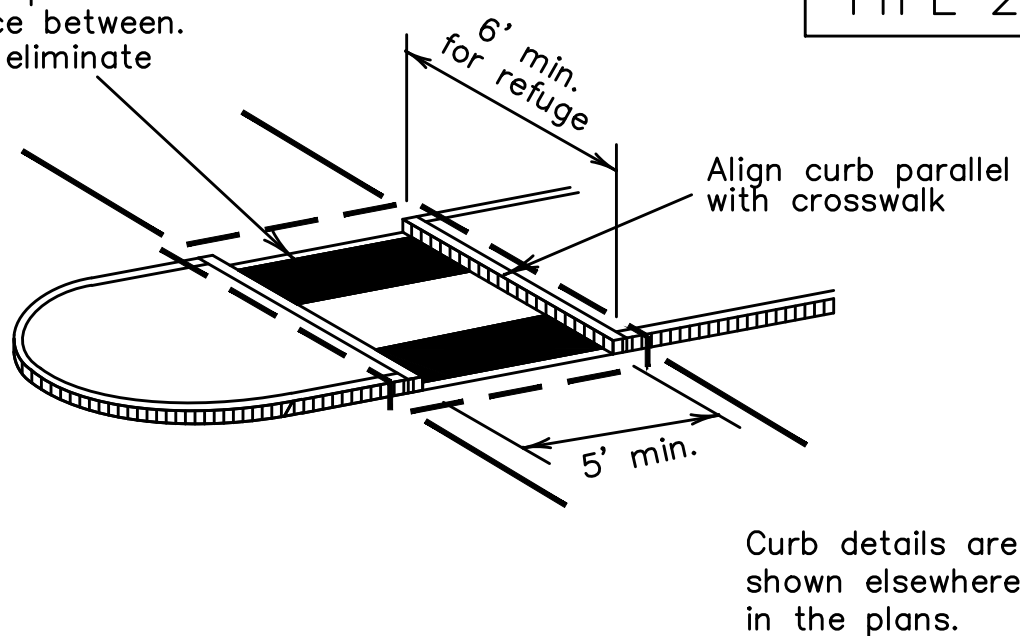
BLENDED TRANSITION

TYPE 20



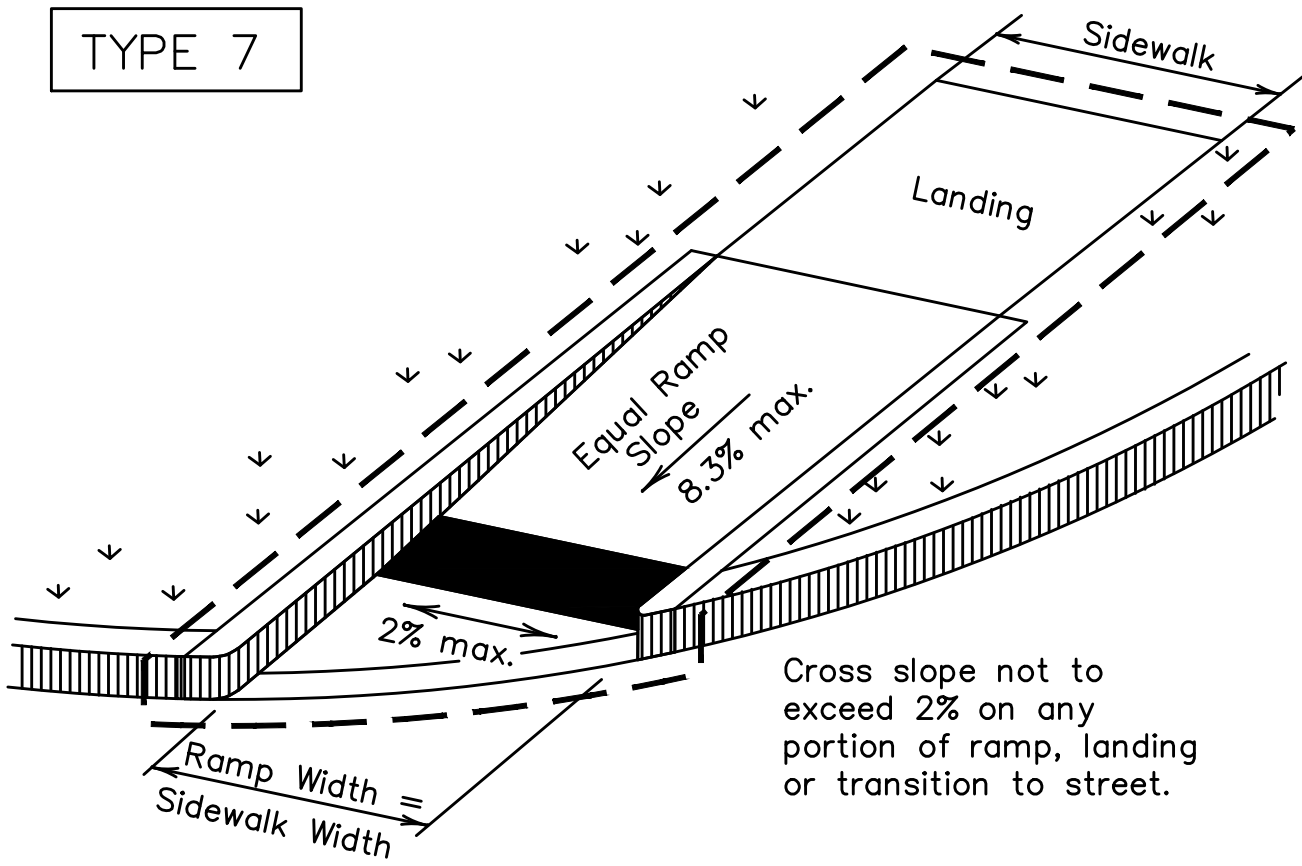
CURB RAMPS AT MEDIAN ISLANDS

TYPE 21



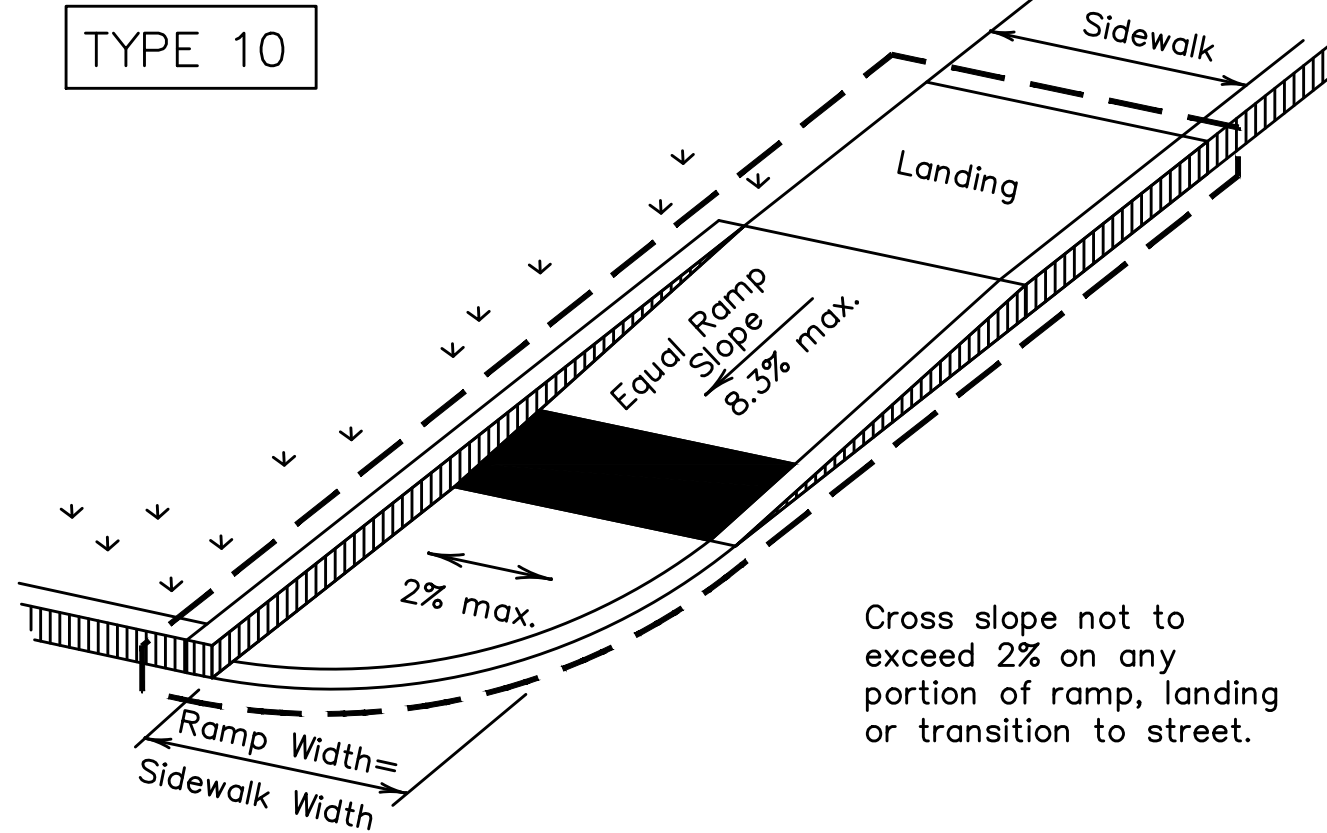
Curb details are shown elsewhere in the plans.

TYPE 7



(Sidewalk set back from curb)

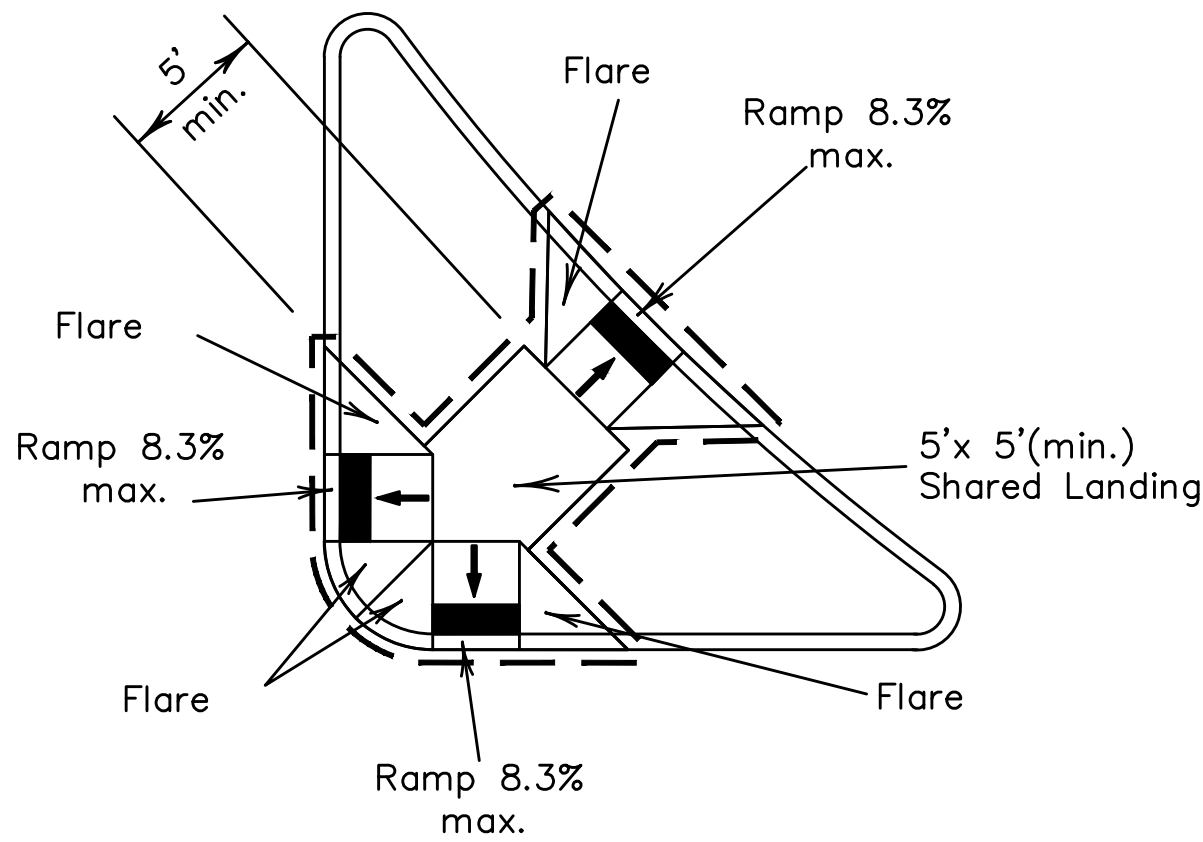
TYPE 10



(Sidewalk adjacent to curb)

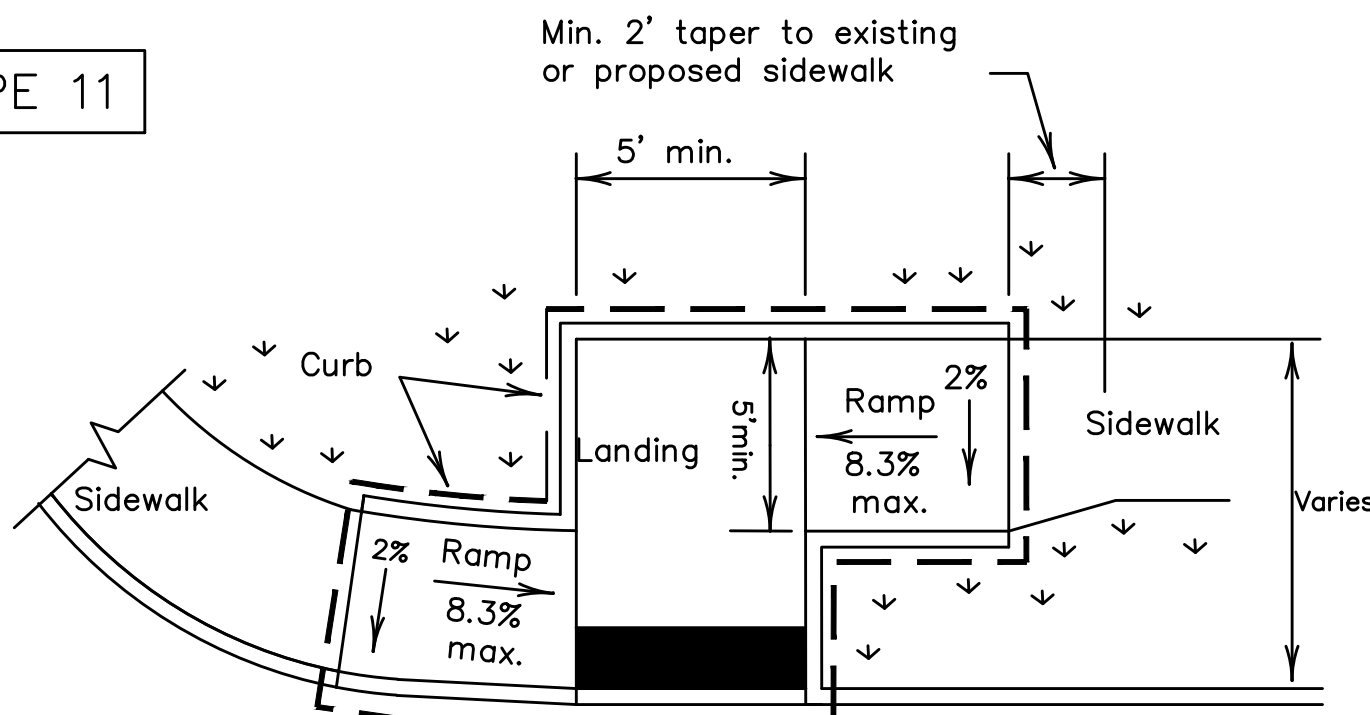
DIRECTIONAL RAMPS WITHIN RADIUS

TYPE 22



COMBINATION ISLAND RAMPS

TYPE 11



OFFSET PARALLEL CURB RAMP

NOTE :
PED-12A, SHEETS 1 THRU 4 ARE INTENDED TO BE USED AS GENERAL GUIDELINES FOR THE CONSTRUCTION OF CURB RAMPS FOR PEDESTRIAN FACILITIES. APPROX. INFORMATION FOR THE CONSTRUCTION OF THESE FACILITIES ARE SHOWN ELSEWHERE IN THE PLANS. ALL ADA/TAS REGULATIONS MUST APPLY.

ALL EXPOSED NEW CONCRETE SURFACES SHALL HAVE A LIGHT BROOM FINISH.

NOTES / LEGEND:

See General Notes on sheet 2 of 4 for more information.

Denotes planting or non-walking surface not part of pedestrian circulation path.

Ramp Limits of Payment

Detectable Warning Surface

SHEET 1 OF 4



PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD
©TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST		COUNTY	SHEET NO.
				15 of 22

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General Notes

sition at each pedestrian street crossing.

able. Lesser slopes that will still drain properly
length or grade of approach sidewalks as directed.

Where the sidewalk is adjacent to the back of curb,
ere a 5' sidewalk cannot be provided due to site
reduced to 4' for short distances.
t to exceed 200' are required.

ith a maximum 2% slope in any direction.

f curb ramps shall be a minimum of 4'x 4' wholly
wholly outside the parallel vehicular travel path.

idewalk and curb ramp surfaces is 2%.

strian circulation path crosses the curb ramp.
maximum, measured parallel to the curb. Returned
strians would not normally walk across the ramp,
is planted, substantially obstructed, or

location, design, light reflective value and
t edition of the Texas Accessibility Standards

a, the median should be a minimum of 6' wide,
ians should be designed to provide accessible

o not provide a minimum 5'x 5' landing at the top
level with the surface of the street.

kings and stop bar locations shall be as shown
tions where crosswalk markings are not required,
cal crosswalks unless otherwise directed.

ramps. Provide curb ramps wherever on accessible

onstructed and paid for as shown in the plans

y of 5" for ramps, flares and landings, unless

he curb ramps connect to the street.

e limits of payment are considered part of the curb
crete curb, gutter, or combined curb and gutter.

AS may remain in place unless otherwise shown on

ble warning surface that consists of raised
ction 705 of the TAS. The surface must contrast
ding side flares. Furnish and install an
or dark red detectable warning surface material
ess specified elsewhere in the plans.

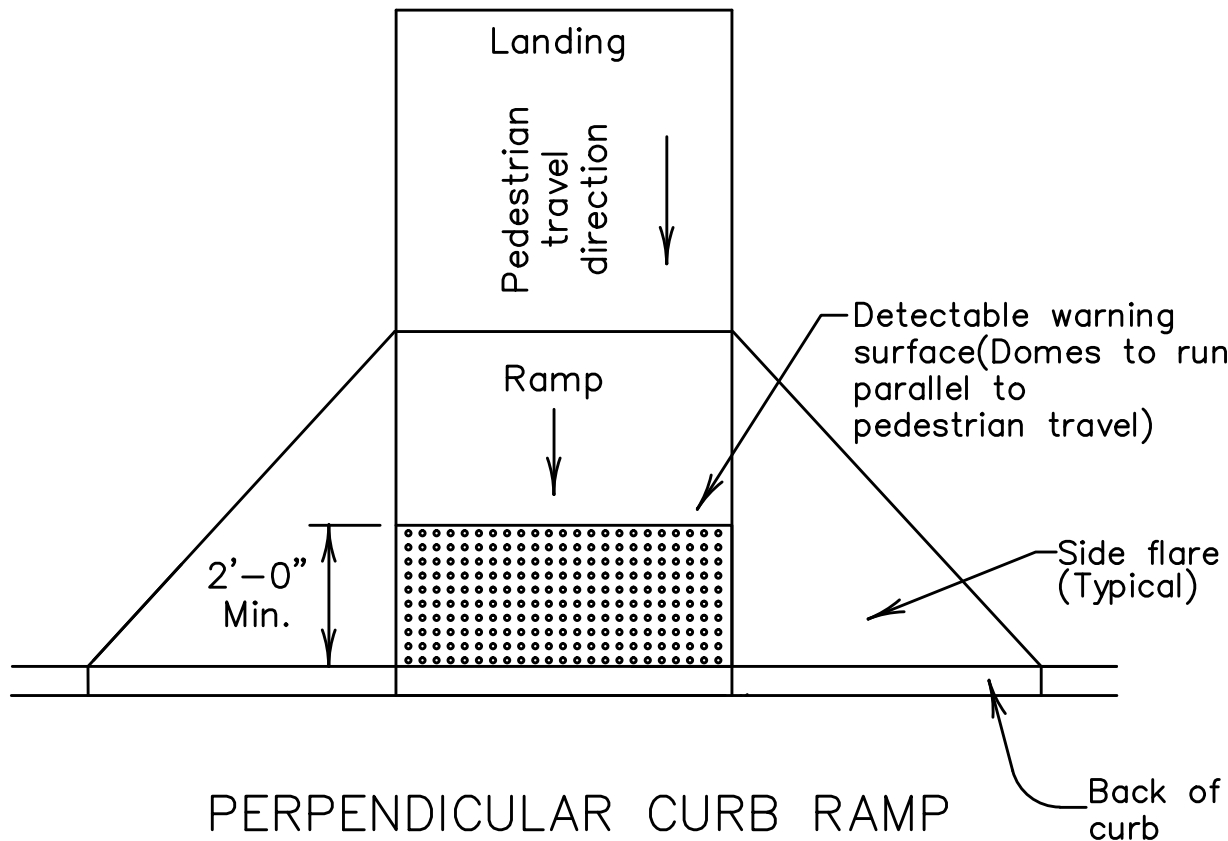
heet TxDOT Departmental Materials Specification
erial Producer List. Install products in accordance

e slip resistant and not allow water to accumulate.

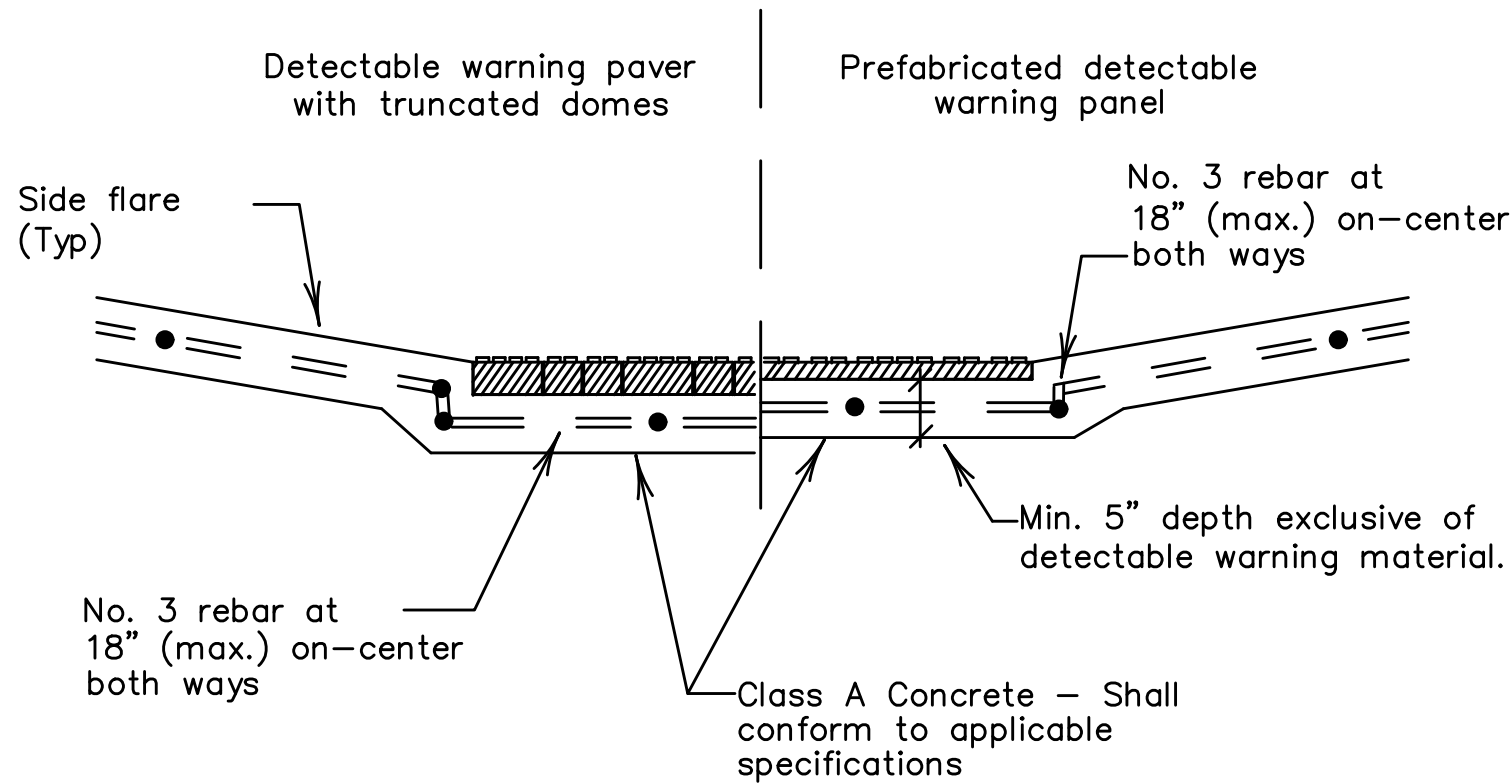
e a minimum of 24" in depth in the direction of
ll width of the curb ramp or landing where the
street.

located so that the edge nearest the curb line
ws of domes to be perpendicular to the grade
e street. Detectable warning surfaces may be curved

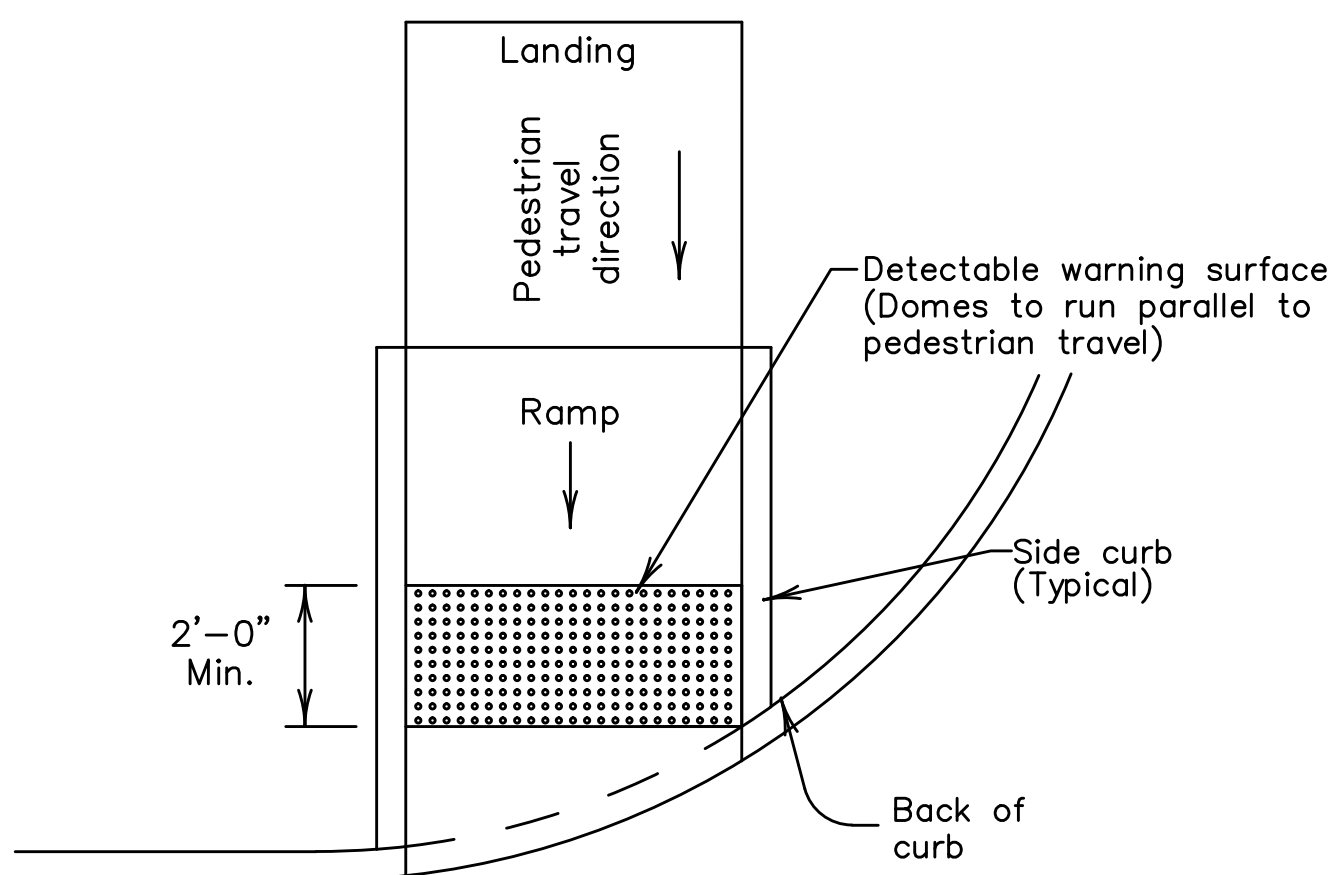
of 4 indicate the approximate location for the detectable
type.



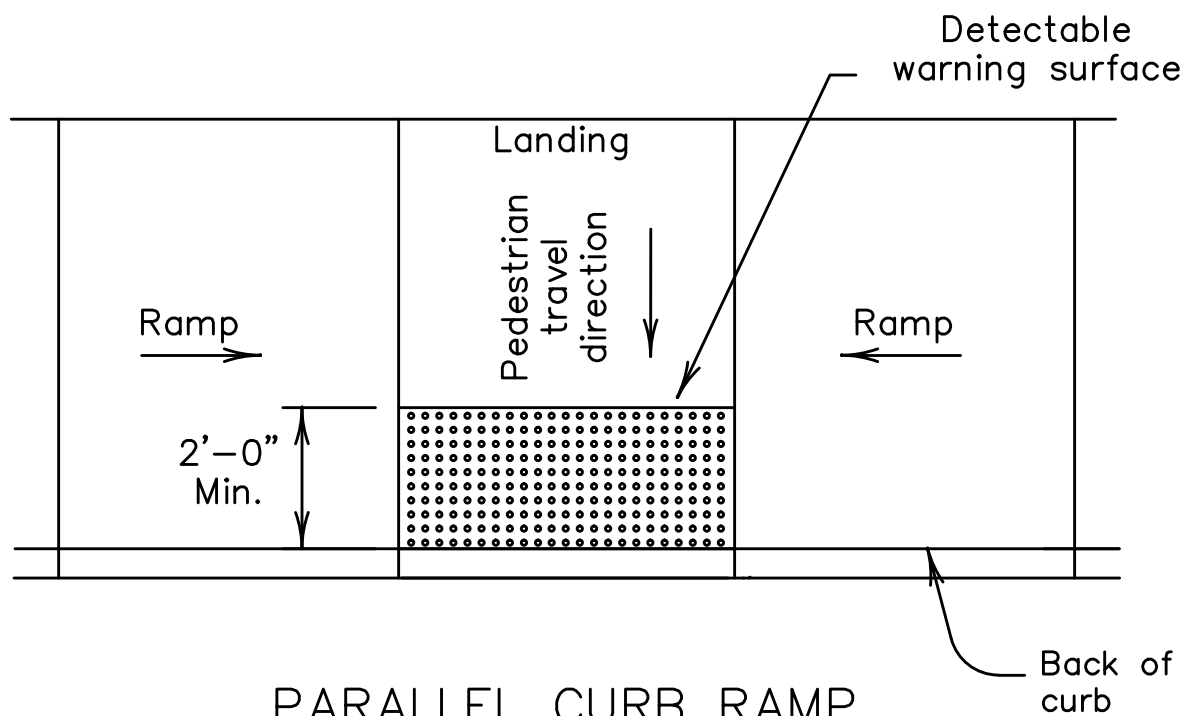
PERPENDICULAR CURB RAMP
Typical placement of detectable
warning surface on sloping ramp run.



SECTION: CURB RAMP AT DETECTABLE WARNING



DIRECTIONAL CURB RAMP
Typical placement of detectable
warning surface on sloping ramp run.



PARALLEL CURB RAMP
Typical placement of detectable warning
surface on landing at street edge.

DETECTABLE WARNINGS

Detectable Warning Pavers

- Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
- Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.

Sidewalks

- Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within one or more reach ranges specified in TAS 308.
- Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
- Street grades and cross slopes shall be as shown elsewhere in the plans.
- Changes in level greater than 1/4 inch are not permitted.
- The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than 5% must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with TAS 505.
- Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
- Sidewalk details are shown elsewhere in the plans.

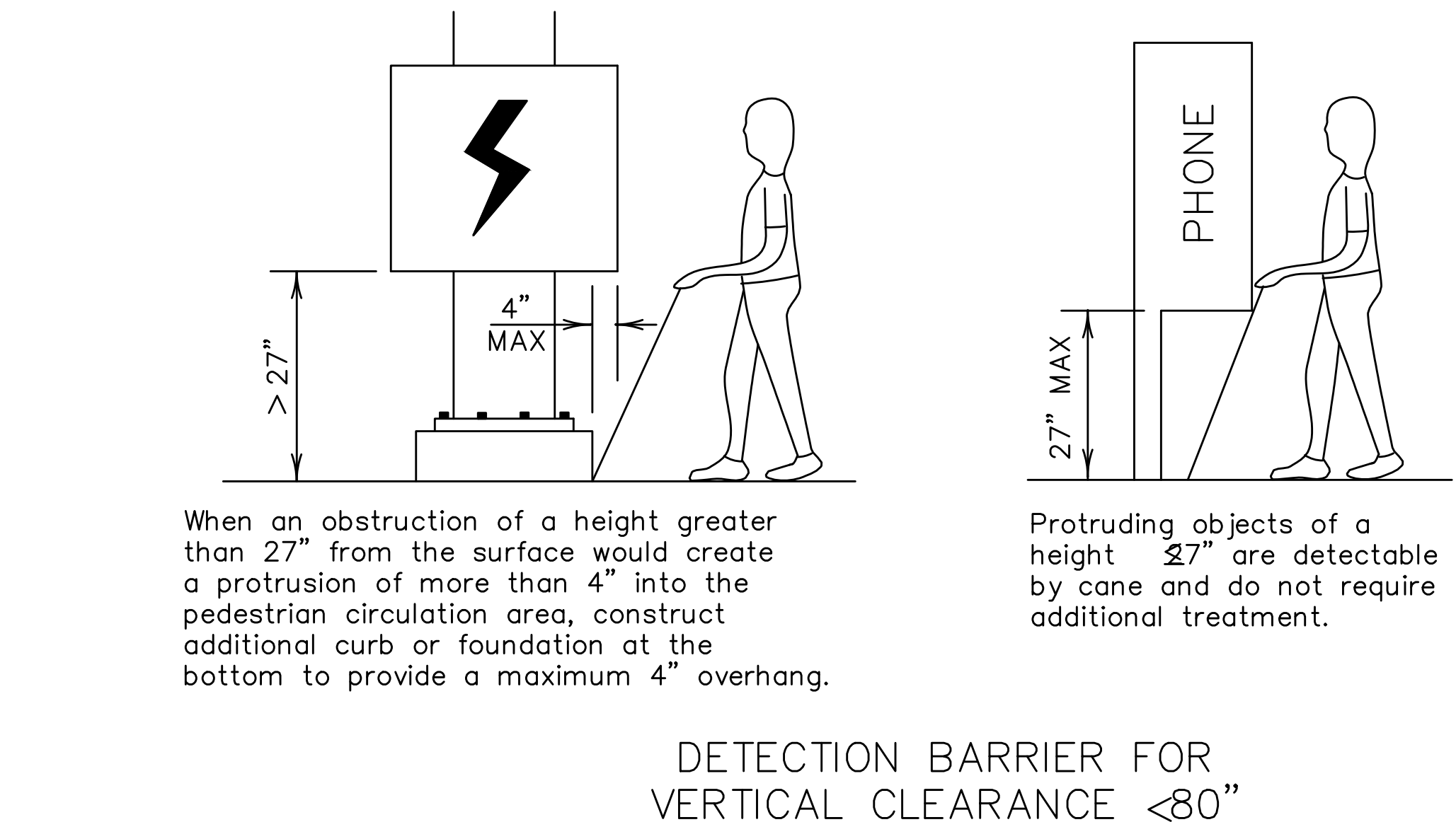
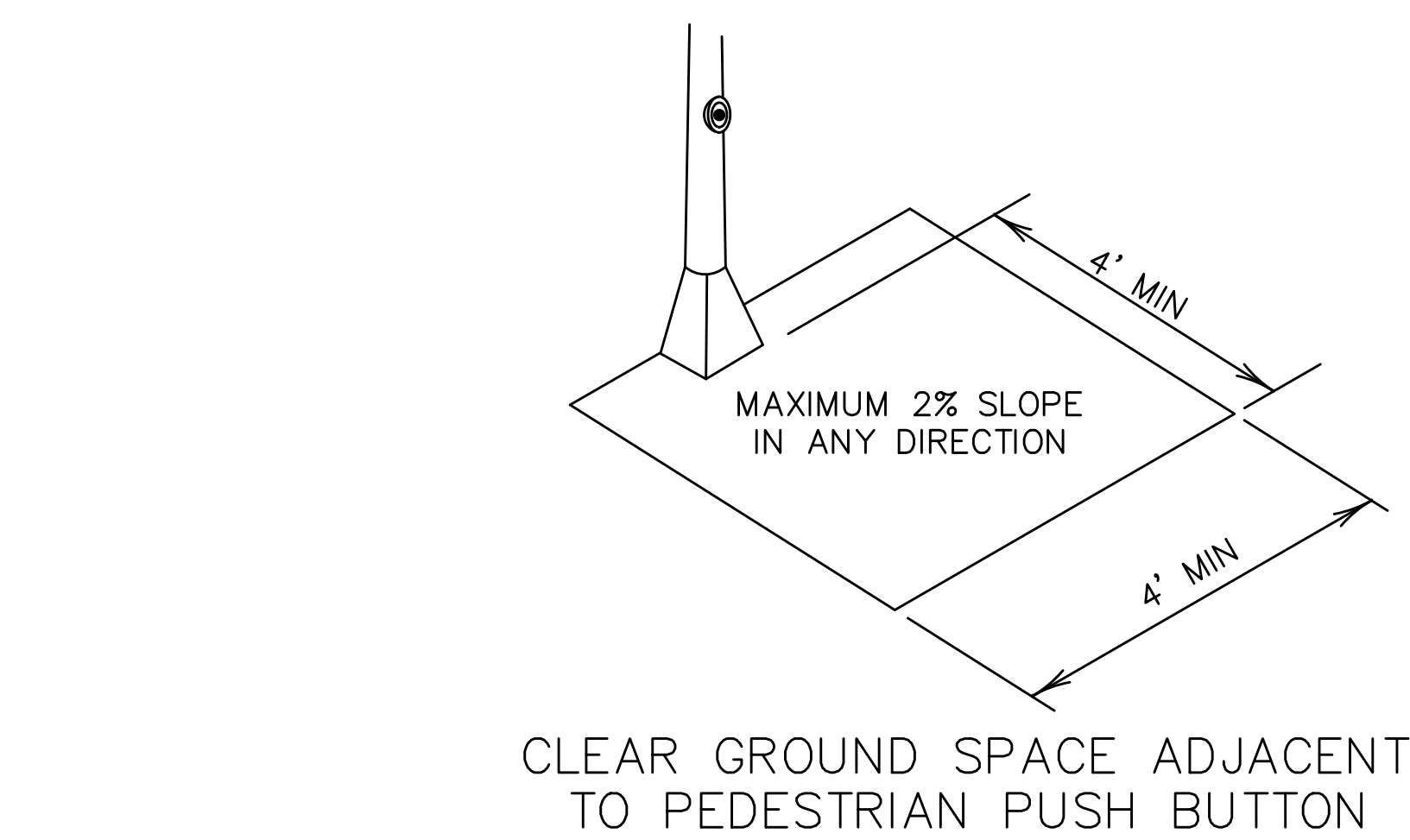
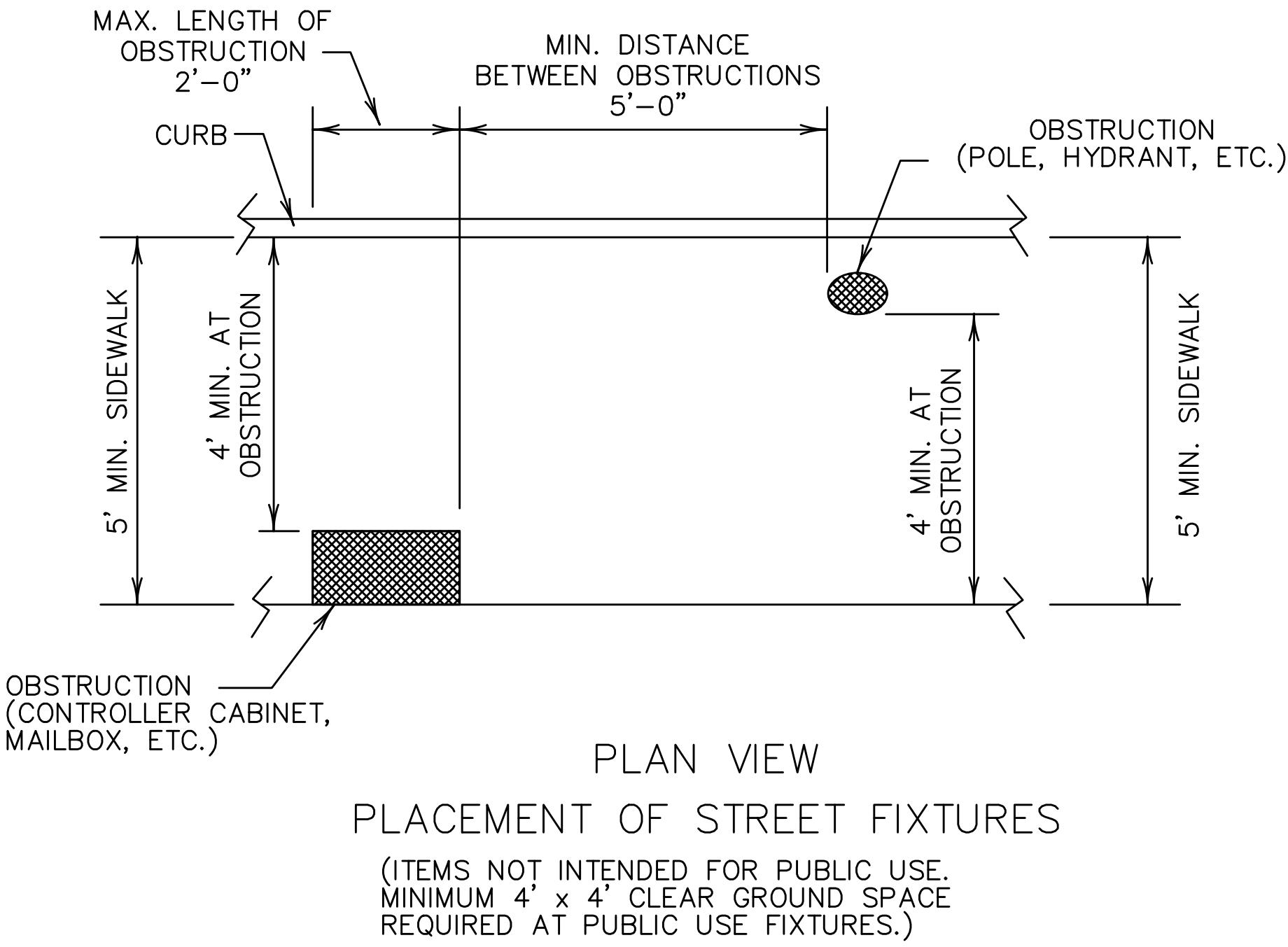
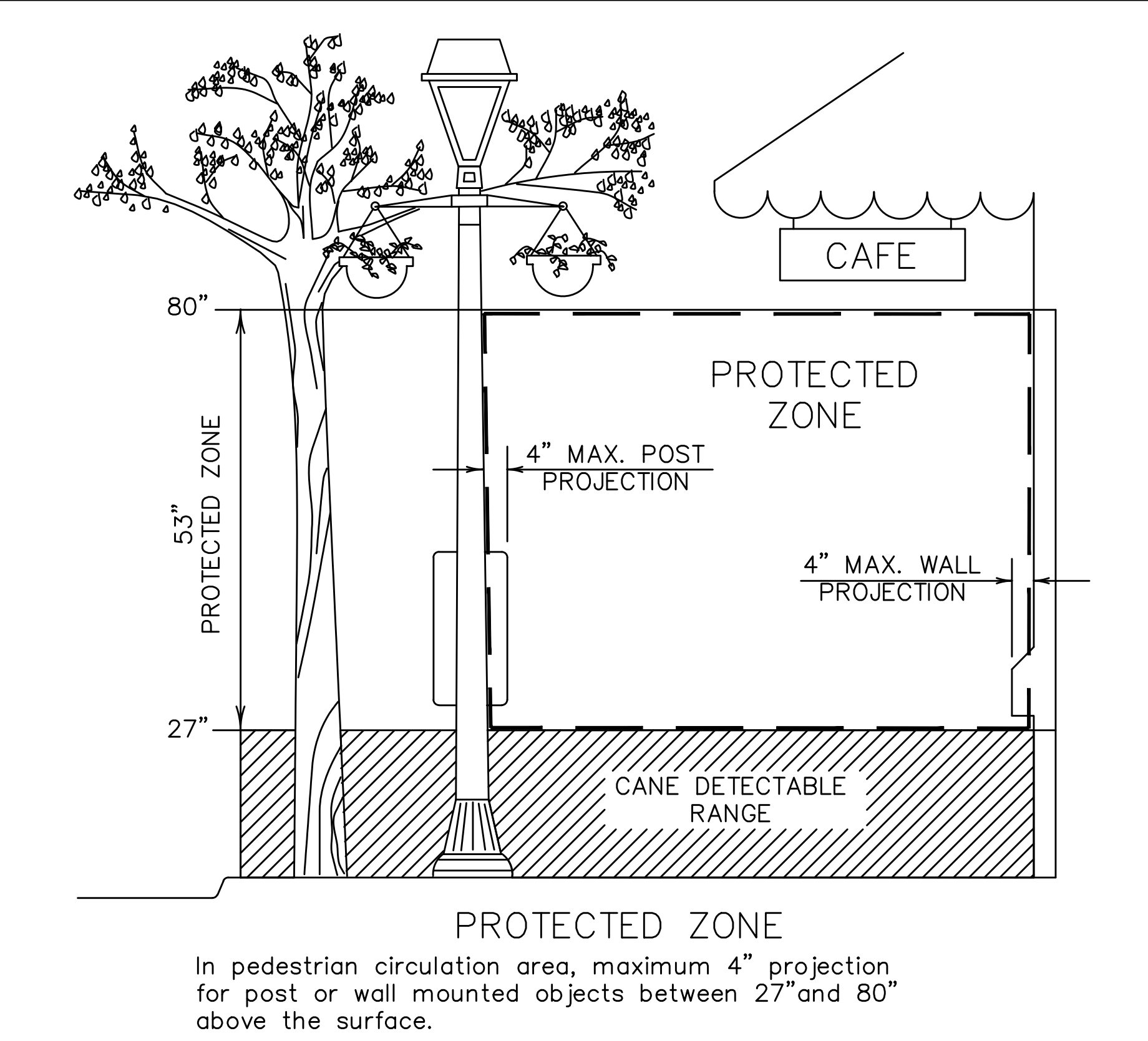
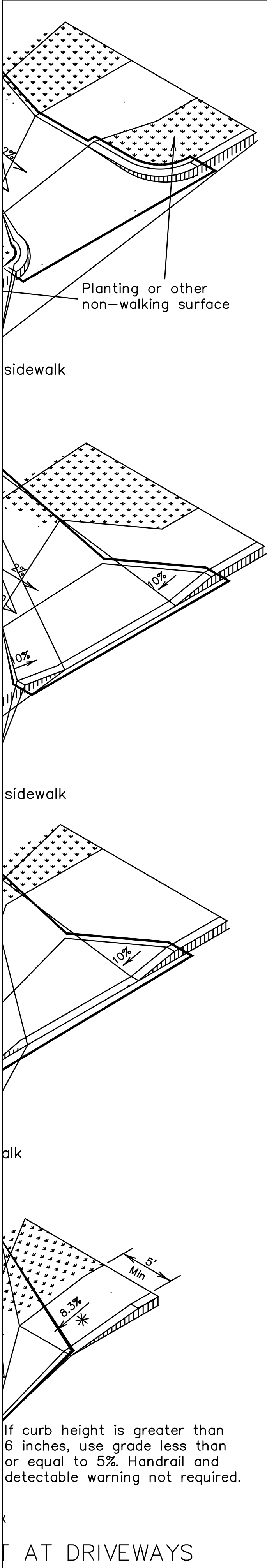
NOTE :
PED-12A, SHEETS 1 THRU 4 ARE INTENDED TO BE USED AS
GENERAL GUIDELINES FOR THE CONSTRUCTION OF CURB RAMPS
FOR PEDESTRIAN FACILITIES. APPROX. INFORMATION FOR THE
CONSTRUCTION OF THESE FACILITIES ARE SHOWN ELSEWHERE
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ALL EXPOSED NEW CONCRETE SURFACES
SHALL HAVE A LIGHT BROOM FINISH.

SHEET 2 OF 4

 Texas Department of Transportation				Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS					
PED-12A					
FILE: ped12a.dgn		DN: TxDOT	CK: PK	DW: TxDOT	CK: HD
© TxDOT March 2002		CONT	SECT	JOB	HIGHWAY
REVISIONS					
VP June 13, 2012		DIST	COUNTY		SHEET NO.
					16 of 22

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SHEET 3 OF 4

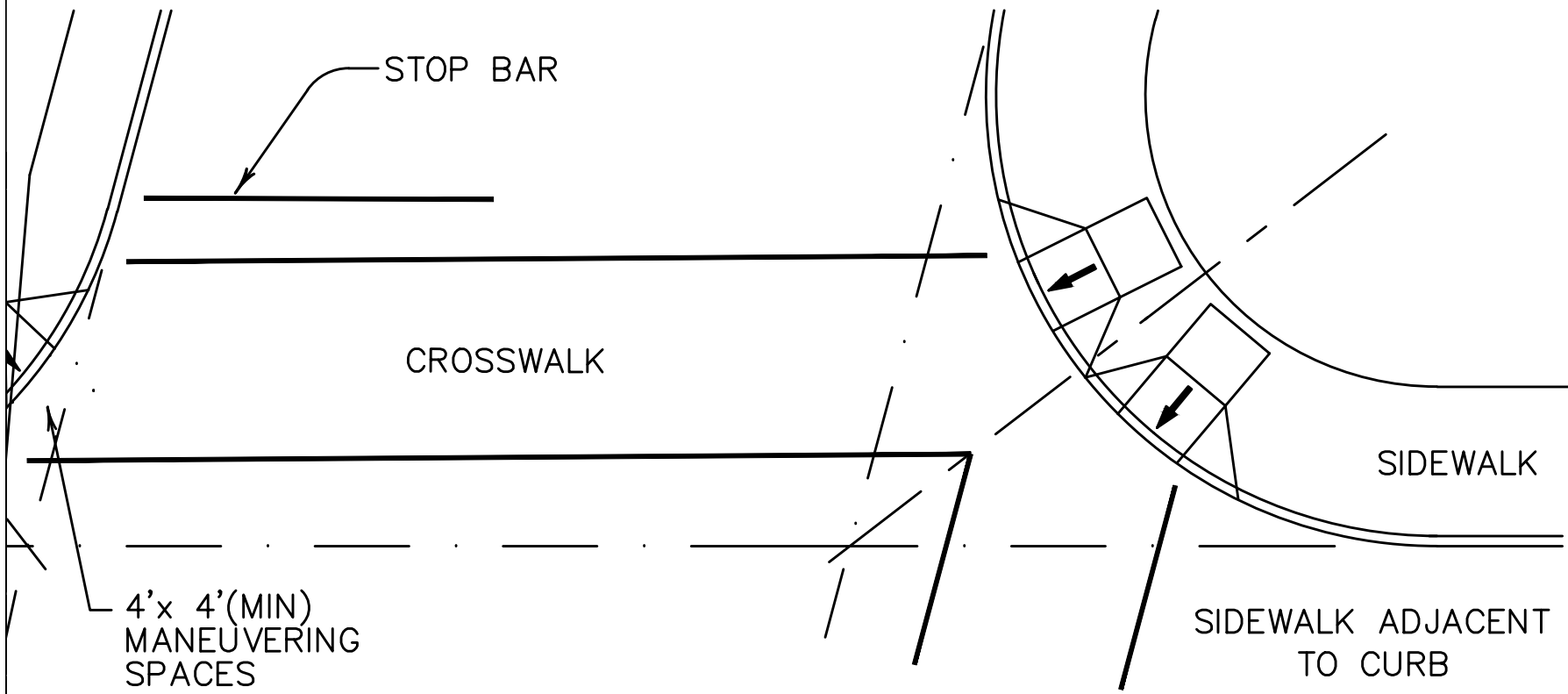


Design Division Standard

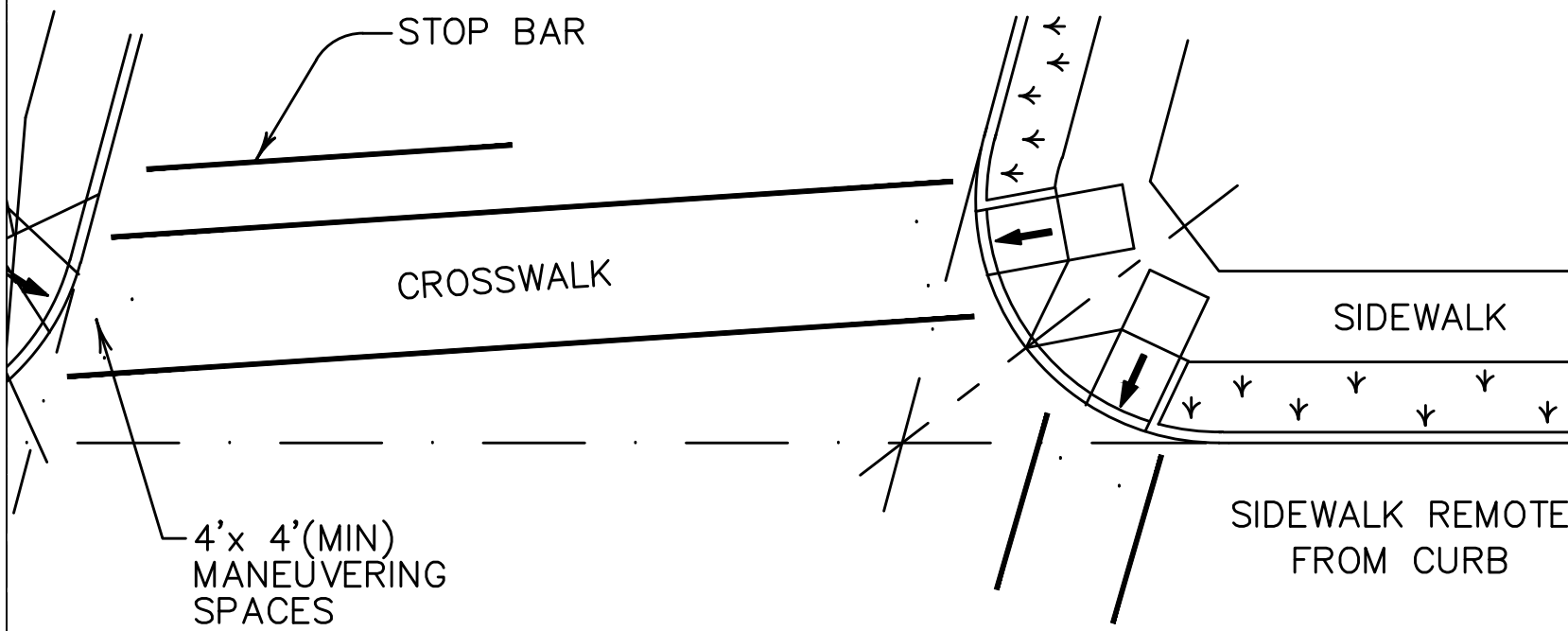
PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

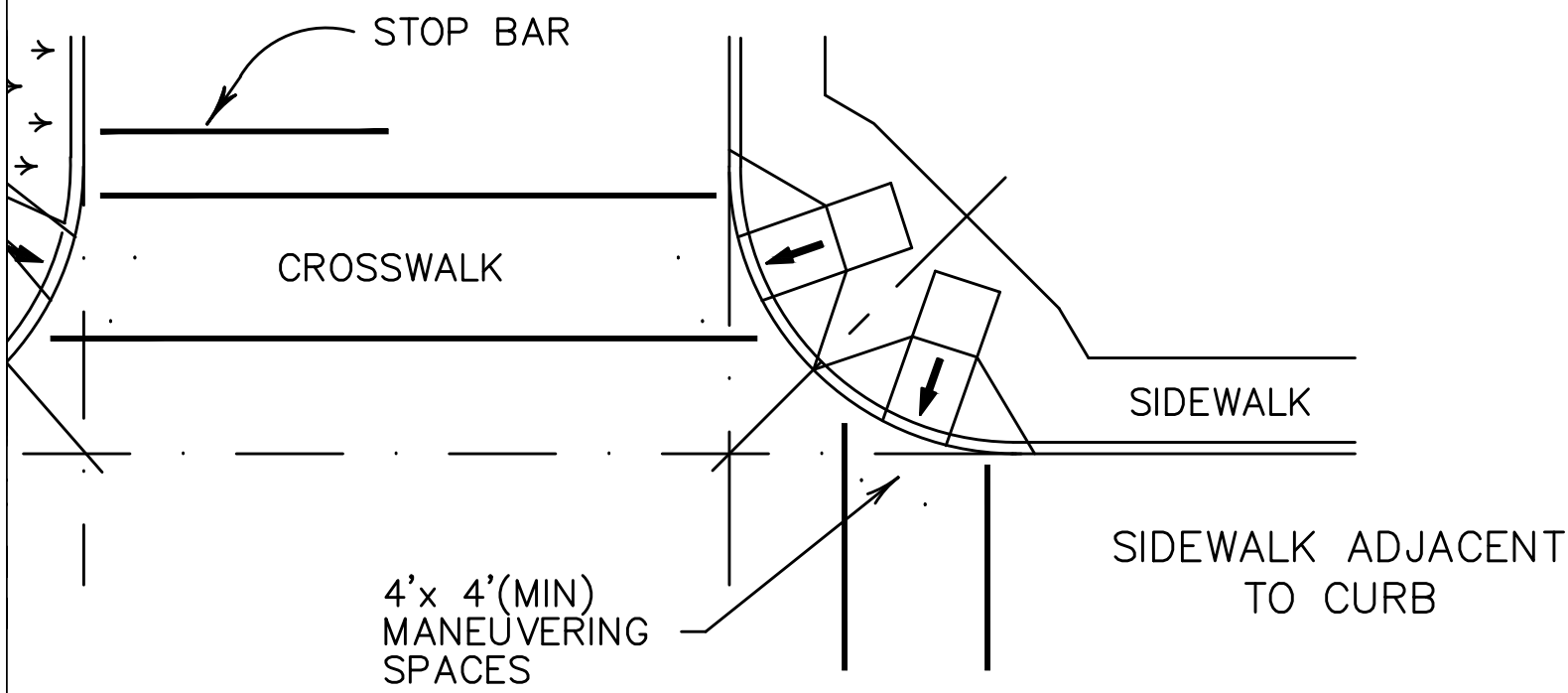
FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD
©TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST	COUNTY	SHEET NO.	
			17 of 22	



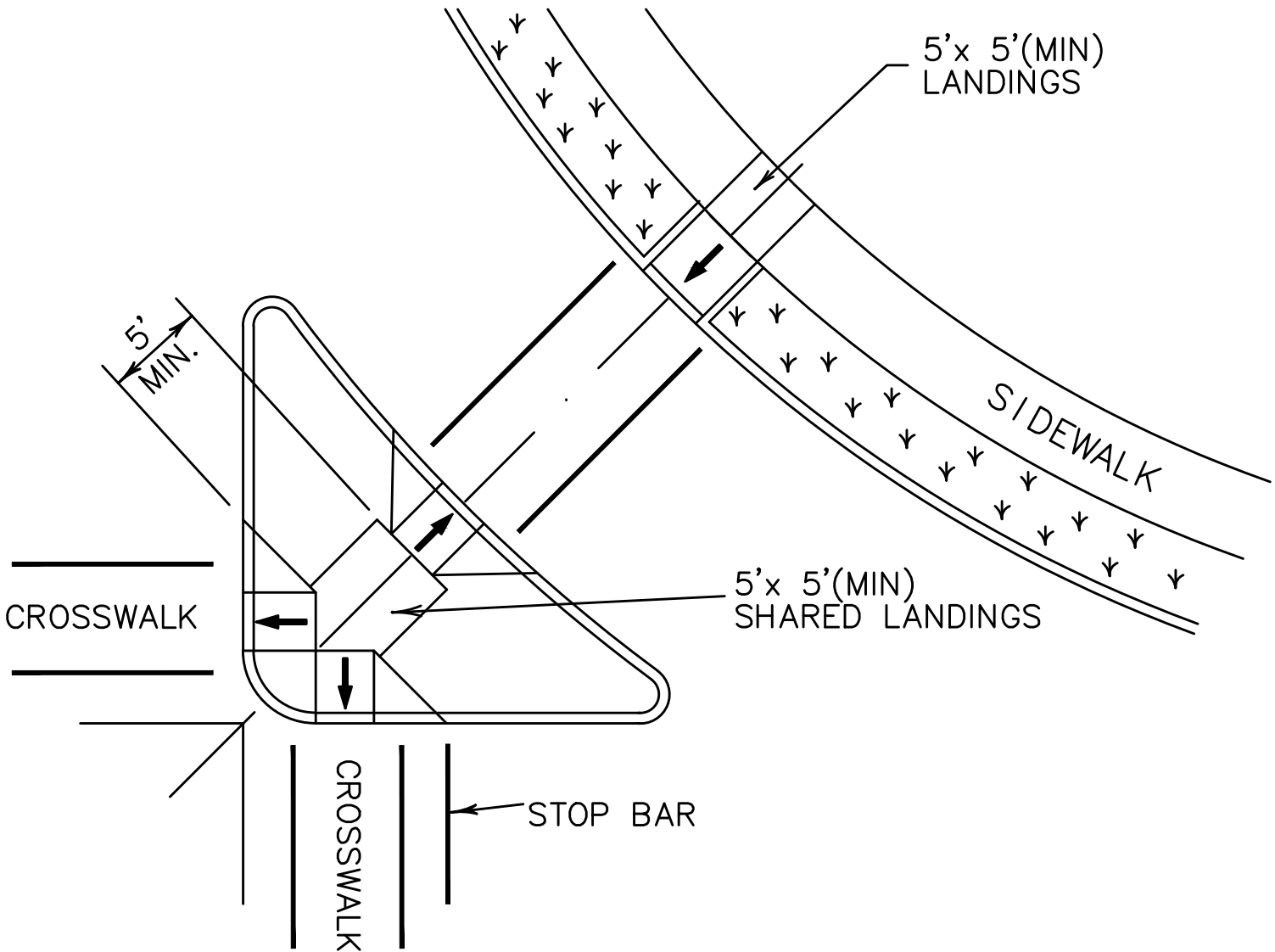
INTERSECTION WITH "LARGE" RADIUS



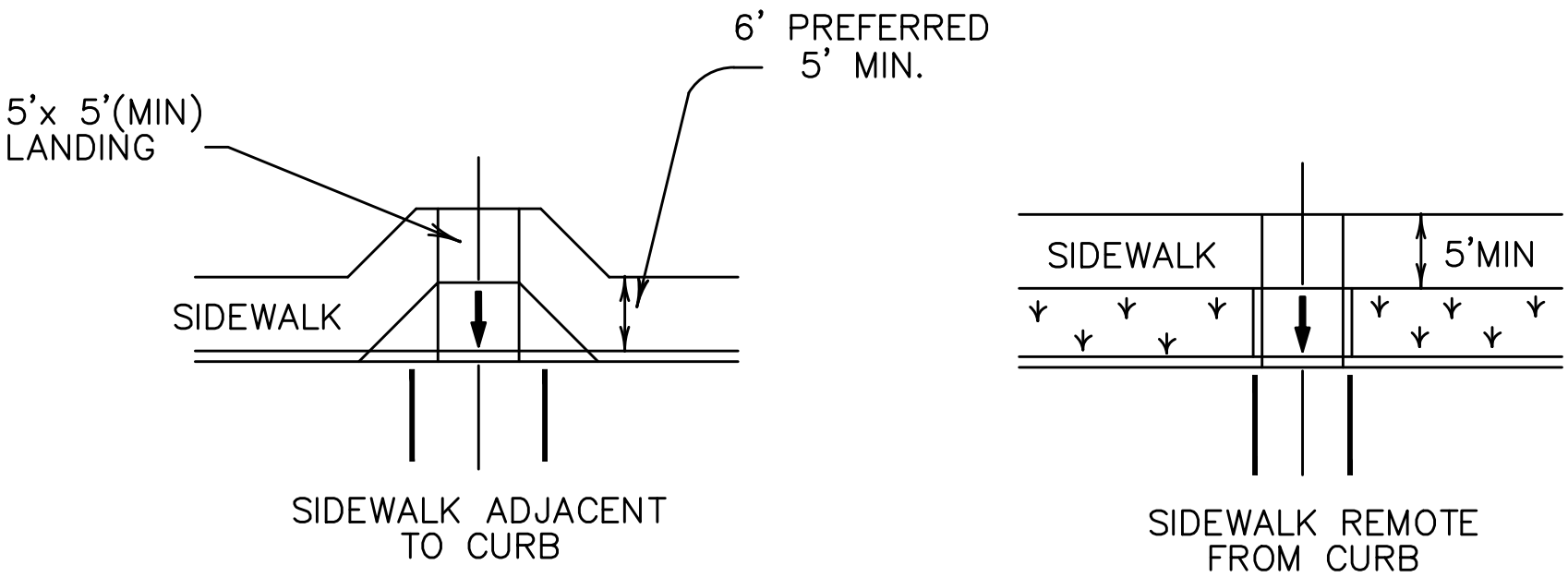
TERSECTION WITH "SMALL" RADIUS



TERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

NOTE :
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SHEET 4 OF 4

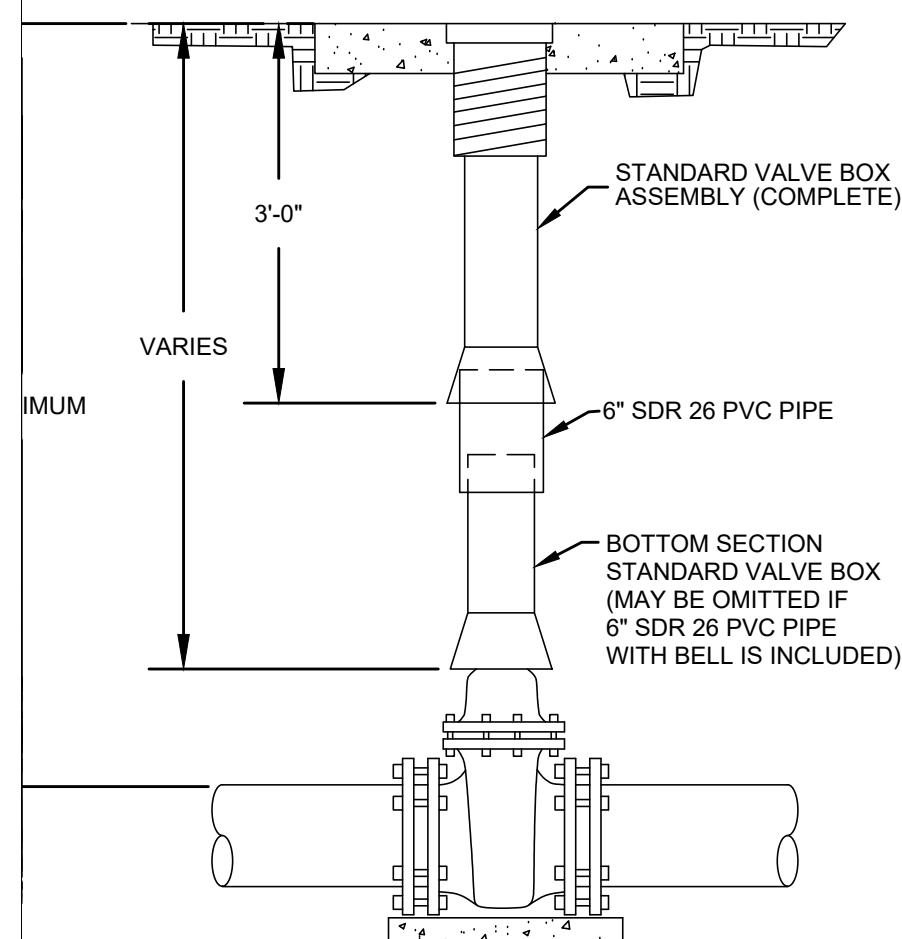


PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

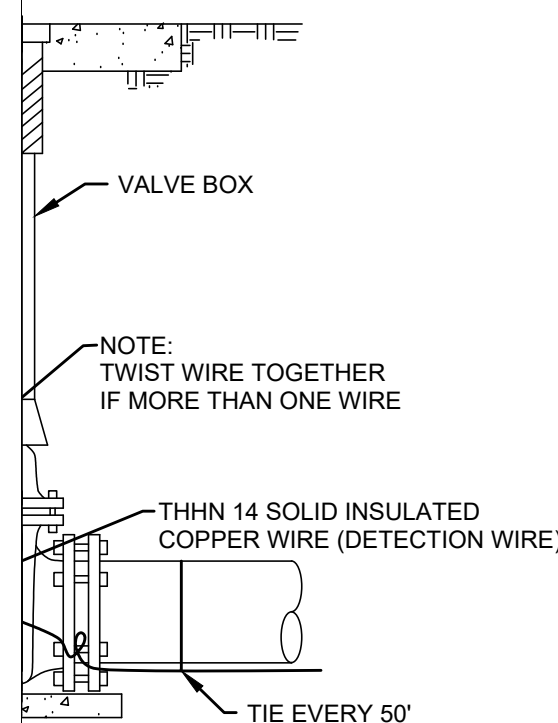
FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD
©TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST		COUNTY	SHEET NO.
				18 of 22

TYPICAL CROSSING LAYOUTS

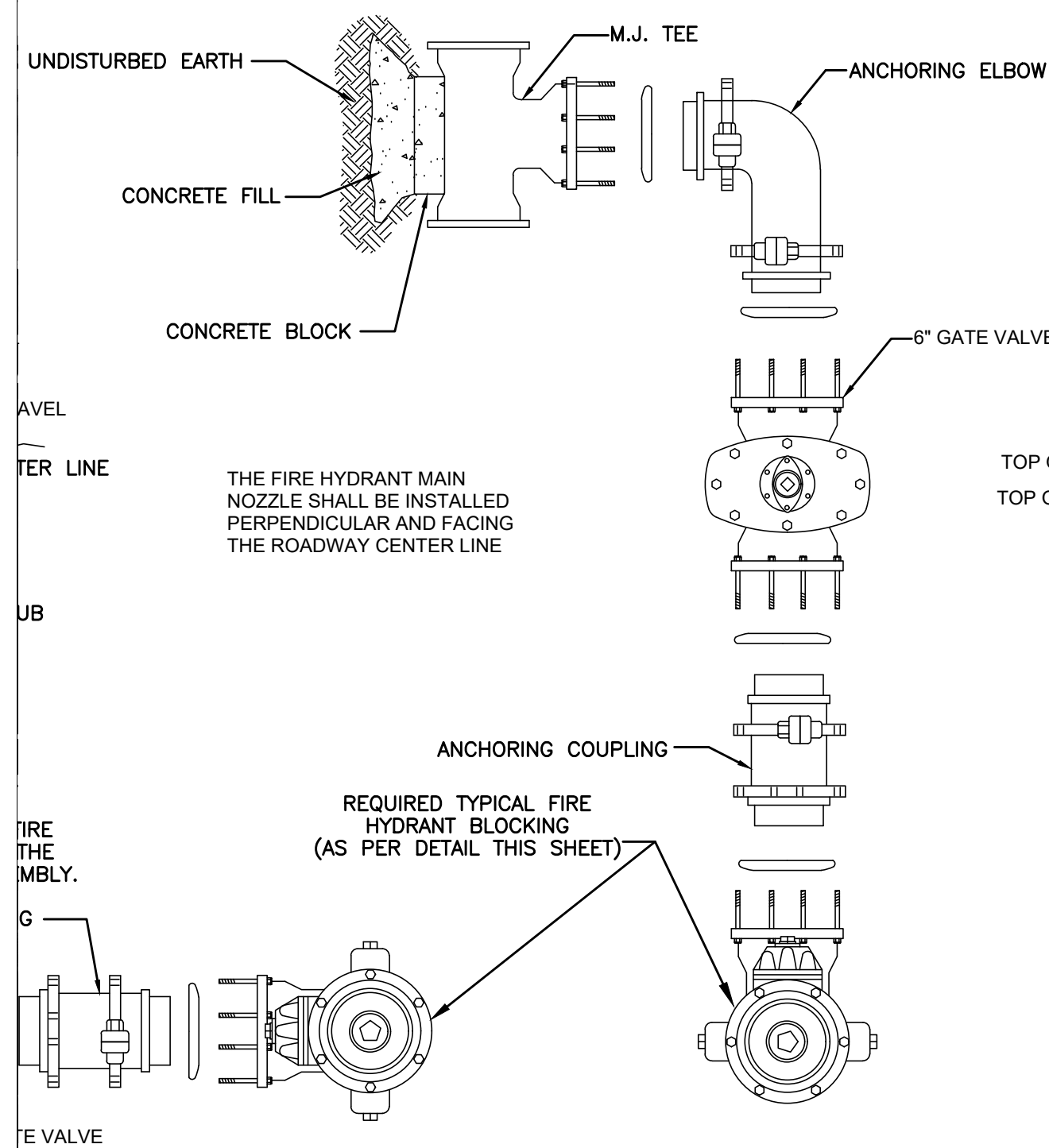


TYPICAL VALVE & BOX INSTALLATION BELOW NORMAL BURY

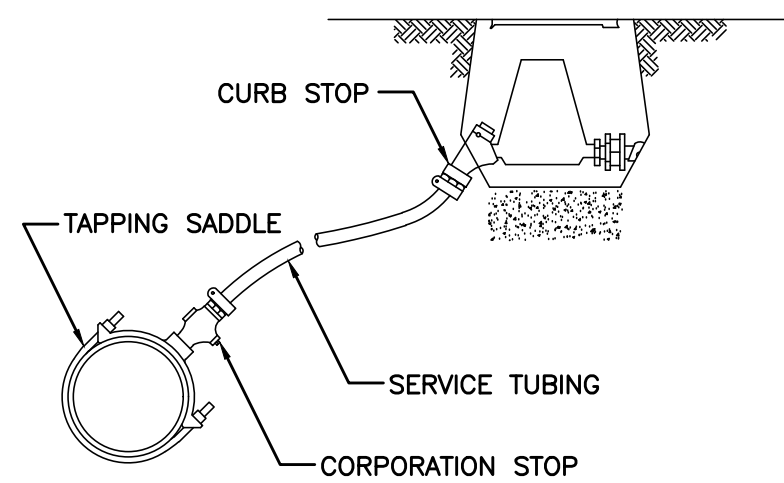
NO VALVE WILL BE INSTALLED ON A SECTION OF MAIN
WITH GREATER THAN 6' OF COVER WITHOUT SPECIFIC
APPROVAL FROM THE ENGINEER.



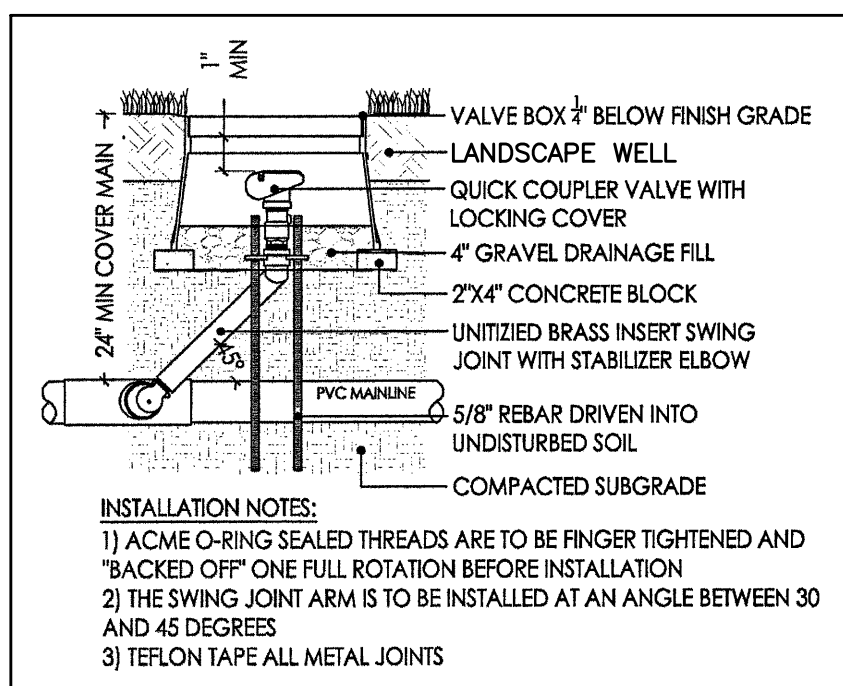
WIRE INSTALLATION



BLY - M.J. TYPICAL FIRE HYDRANT ASSEMBLY - M.J.

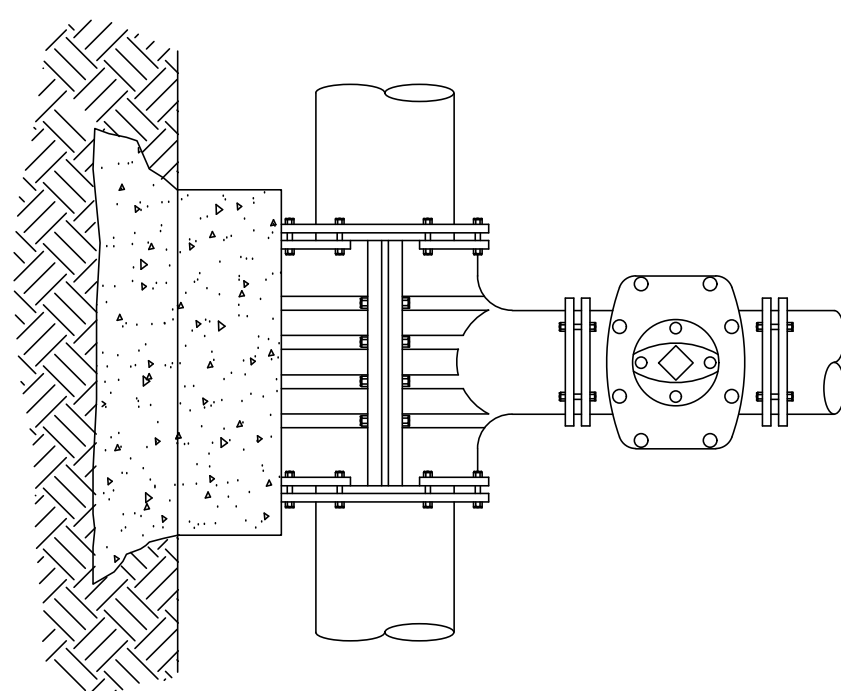


TYPICAL SERVICE CONNECTION DETAIL

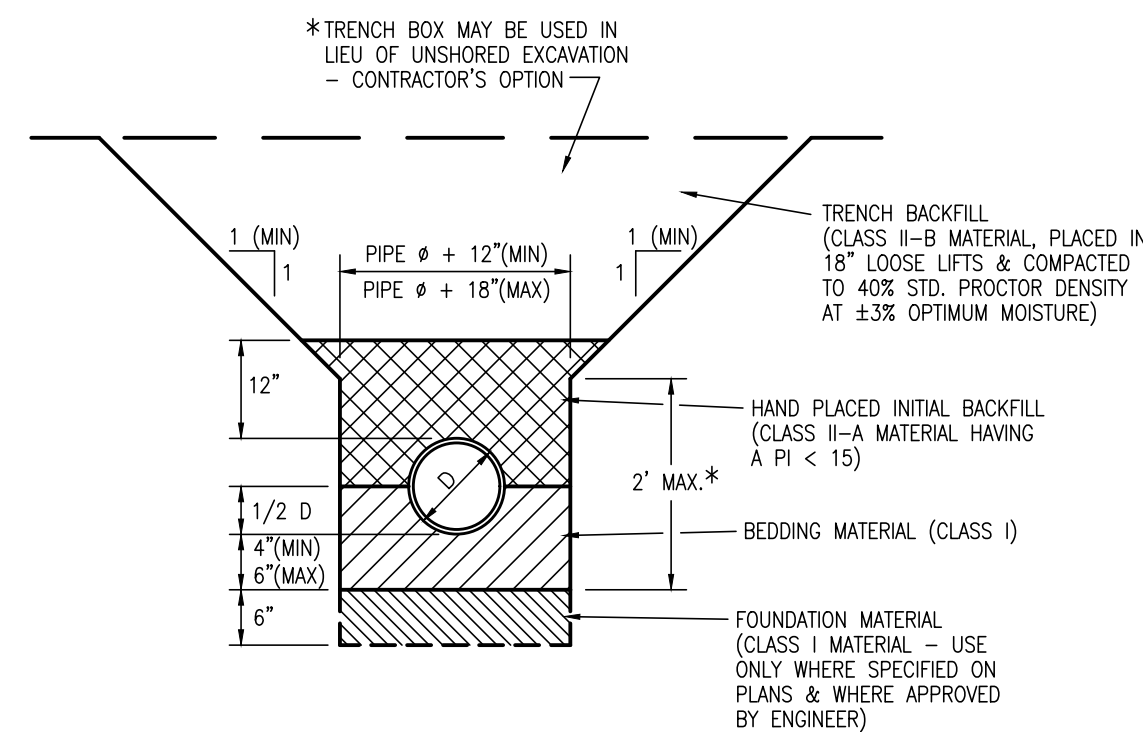


QUICK COUPLER VALVE

VALVE BOX TO BE PLASTIC WITH GREEN LID.
VALVE BOX TO BE LOCKABLE.



TYPICAL TAPPING SLEEVE & VALVE



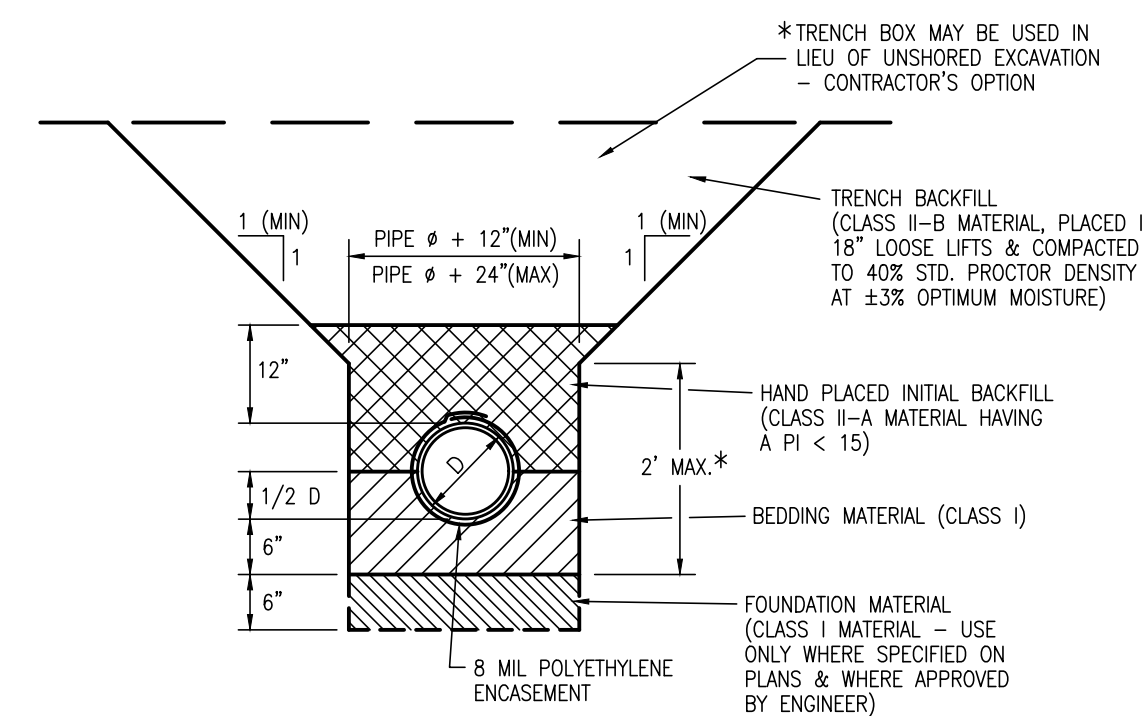
FLEXIBLE PIPE (PVC) EMBEDMENT

(4" TO 18" DIAMETER)
N.T.S.

CLASS I:
LOW PI ANGULAR GRADED STONE (3/4" - 1")
INCLUDING A NUMBER OF FILL MATERIALS THAT
HAVE REGIONAL SIGNIFICANCE SUCH AS CORAL,
SLAG, CINDERS, CRUSHED STONE AND CRUSHED
SHELLS.

CLASS II-A:
SUITABLE NATIVE MATERIAL INCLUDING FINE SANDS,
SANDY CLAY MIXTURE AND GRAVEL CLAY MIXTURE,
HAVING A PLASTICITY INDEX LESS THAN 15.

CLASS II-B:
SUITABLE NATIVE MATERIAL INCLUDING FINE SANDS,
SANDY CLAY MIXTURE AND GRAVEL CLAY MIXTURE.



RIGID PIPE (DUCTILE IRON) EMBEDMENT

N.T.S.

GENERAL:

NO VALVE SHALL BE OPERATED TO ALLOW WATER TO BE TRANSMITTED FROM
A CITY OF MARSHALL SOURCE WITHOUT THE DIRECT SUPERVISION
OF THE CITY OF MARSHALL. VIOLATORS WILL BE PROSECUTED.

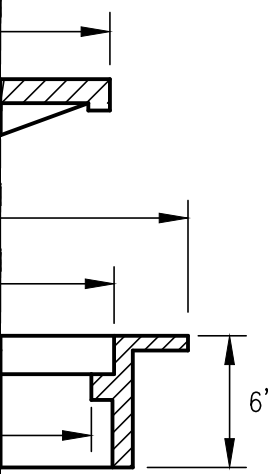
DEAD END MAINS MUST BE RESTRAINED BY MEANS OF A CONCRETE DEADMAN SYSTEM.

REQUIREMENTS:

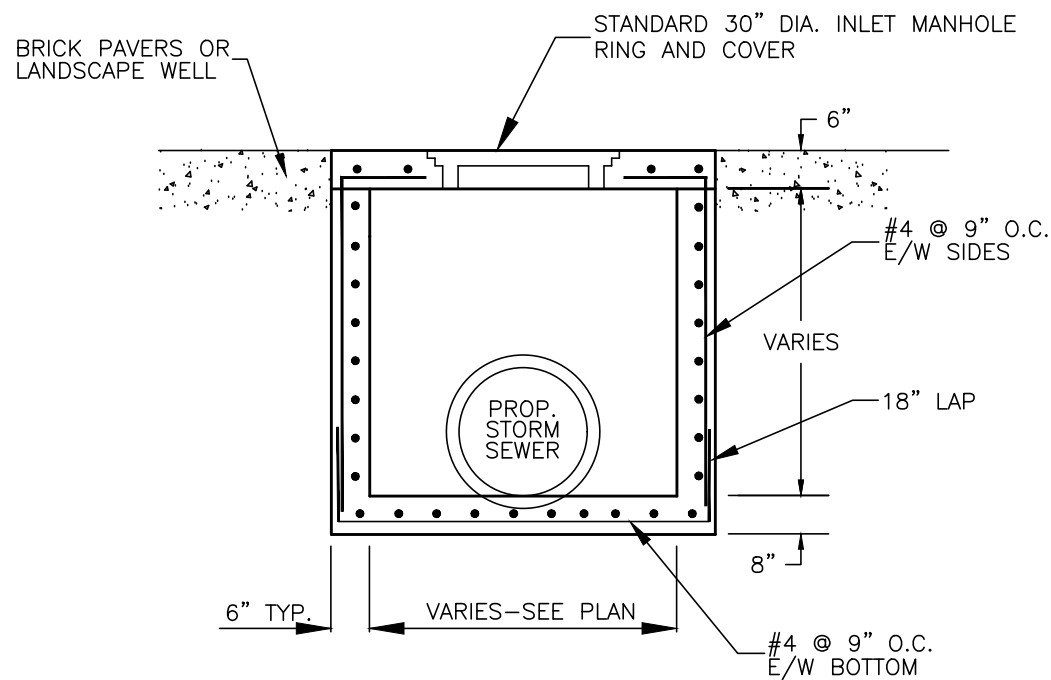
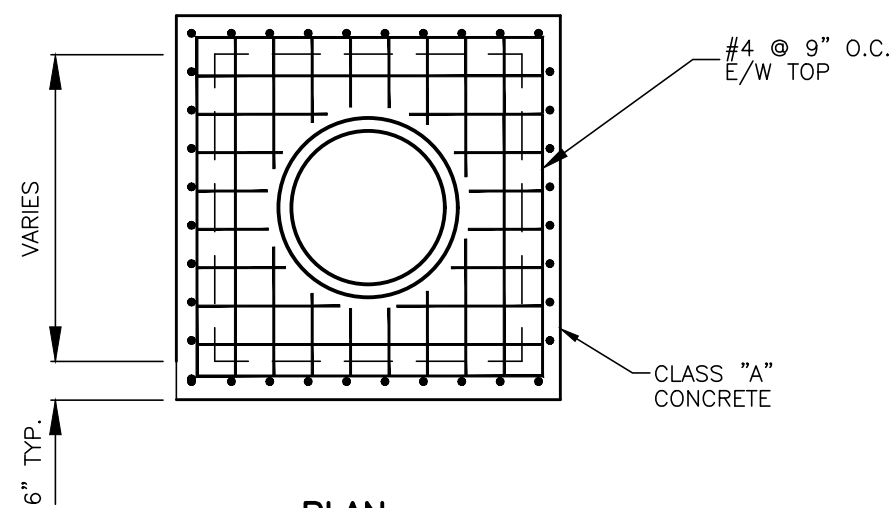
1. ALL FIRE HYDRANTS AND VALVE BOXES SHALL BE INSTALLED TO MATCH THE FINISHED ELEVATION/GRADE.
2. ALL FITTINGS, VALVES AND FIRE HYDRANTS MUST BE SUPPORTED THROUGHOUT BY CONCRETE BLOCKING.
3. BOLTS MUST BE OPERABLE (FREE OF CONCRETE).
4. ALL FITTINGS, VALVES AND FIRE HYDRANTS, PIPE AND SERVICE TUBING MUST CONFORM TO THE CURRENT CITY OF MARSHALL SPECIFICATIONS.
5. RESTRAIN FITTINGS TO CASINGS.
6. ALL INSTALLATIONS STANDARDS/METHODS NOT SPECIFICALLY STATED IN THE CURRENT CITY OF MARSHALL SPECIFICATIONS MUST ADHERE TO THE STANDARD OF JURISDICTION (AWWA, NFPA, OR MANUFACTURER STANDARDS).

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BARS

**& COVER**

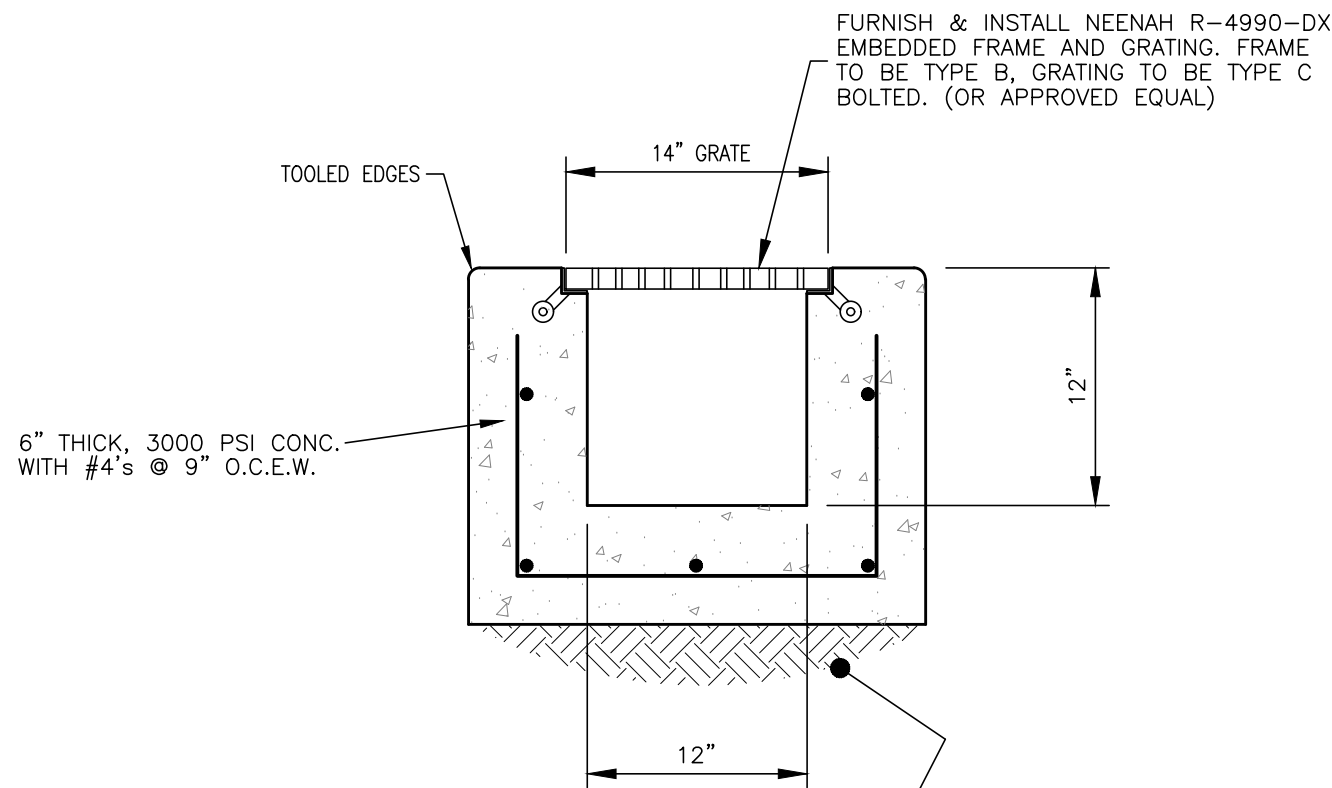
IRON WORKS
ST IRON
IDS
S

**SECTION****PLAN****STORM SEWER JUNCTION BOX**

N.T.S.

NOTES:

1. ALL EXPOSED CONCRETE EDGES TO BE CHAMFERED 3/4".



RE-COMPACTED SUB-GRADE @ 95% STANDARD PROCTOR,
@ PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT

CONCRETE GRATED TRENCH DRAIN

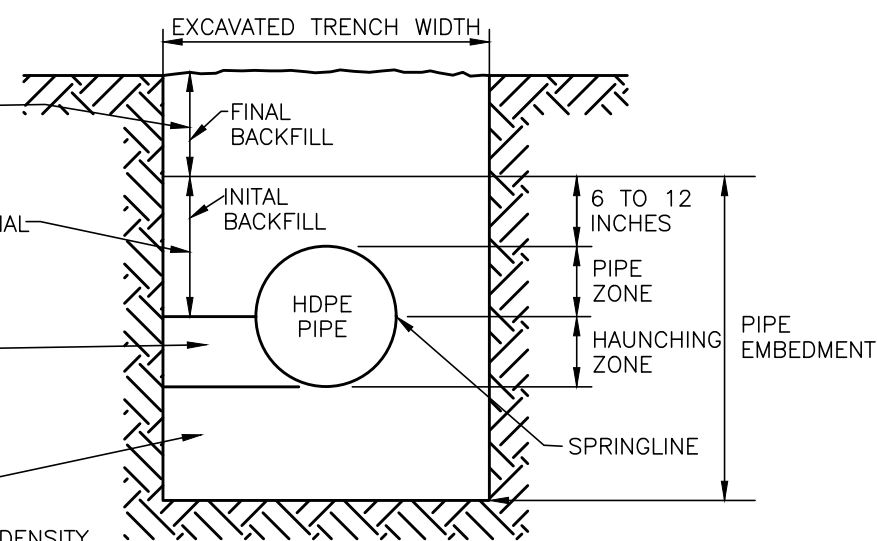
N.T.S.

FINAL BACKFILL — FINAL BACKFILL MATERIALS MAY BE SUITABLE EXCAVATED MATERIAL (SEE SPECS) AND SHOULD BE PLACED IN 12" MAXIMUM LIFTS AND COMPACTED TO A MINIMUM 85 PERCENT STANDARD PROCTOR DENSITY TO PREVENT EXCESSIVE SETTLEMENT AT THE SURFACE

INITIAL BACKFILL — INITIAL BACKFILL MATERIALS MAY BE CLASS I OR II MATERIAL AND MUST EXTEND FROM THE SPRINGLINE TO 6 TO 12 INCHES ABOVE THE PIPE TO PROTECT THE PIPE DURING FINAL BACKFILL.

HAUNCHING — HAUNCHING MATERIALS MAY BE CLASS I OR II MATERIALS AND MUST BE PLACED AND COMPACTED IN 8 INCH MAXIMUM LIFTS, COMPACTED TO 90 PERCENT STANDARD PROCTOR DENSITY

BEDDING — BEDDING MATERIALS MAY BE CLASS I OR II MATERIALS. THE MIDDLE OF THE BEDDING SHOULD BE LOOSELY PLACED AND THE REMAINDER COMPACTED TO A MINIMUM OF 90 PERCENT STANDARD PROCTOR DENSITY

**TRENCH AND BEDDING DETAIL FOR HDPE STORM DRAIN PIPE**

CLASS I — ANGULAR CRUSHED STONE OR ROCK, DENSE OR OPEN GRADED WITH LITTLE OR NO FINES (1/4" INCH TO 1 1/2" IN SIZE).

CLASS II — (GW, GP, SW, SP, GW-GC, SP-SM) CLEAN, COURSE GRADED GRAINED MATERIALS SUCH AS GRAVEL, COARSE SANDS AND GRAVELEY/SANDY MIXTURES (1 1/2" INCHES MAXIMUM SIZE)

ALL EXPOSED NEW CONCRETE SURFACES
SHALL HAVE A LIGHT BROOM FINISH.

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**STORM SEWER
DETAILS**

CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)

HAYES ENGINEERING, INC.

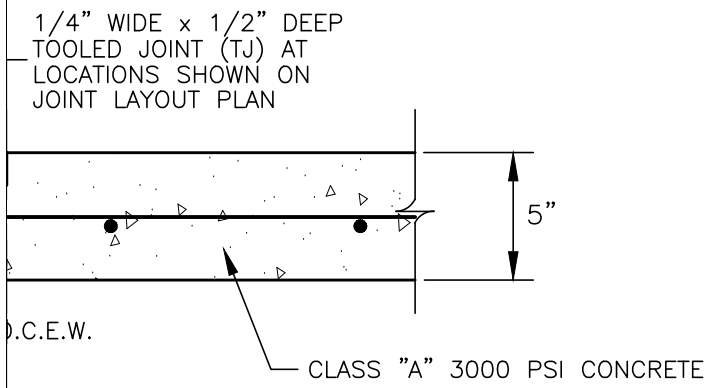
Texas Registered Engineering Firm F-1465
2126 Alpine St., Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099



DRAWN BY : **R.L.C.**
CHECKED BY : **S.R.H.**
DATE : **SEPT. 2021**
SCALE : **AS NOTED**
JOB NO. : **MA-20-01**

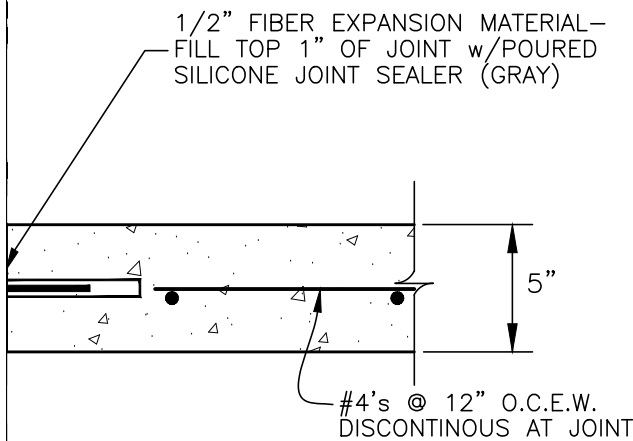
SHEET

20OF **22** SHEETS



Joint Detail (TJ)

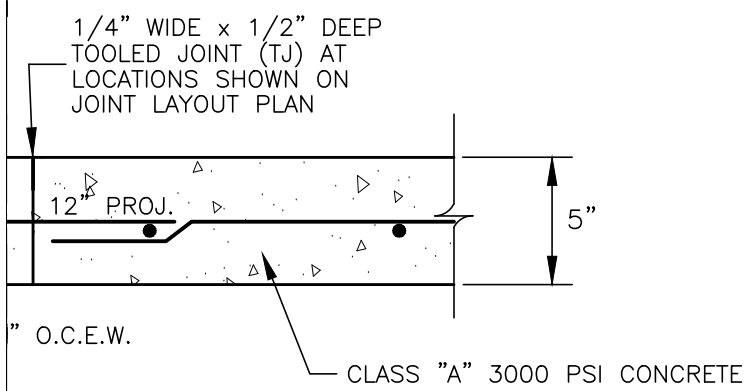
N.T.S.
IT PLAN FOR LOCATIONS (TJ)



MOOTH DOWEL x 24" LONG
& CAPPED ON ONE END
(TO BE PLACED ON 12" CENTERS)

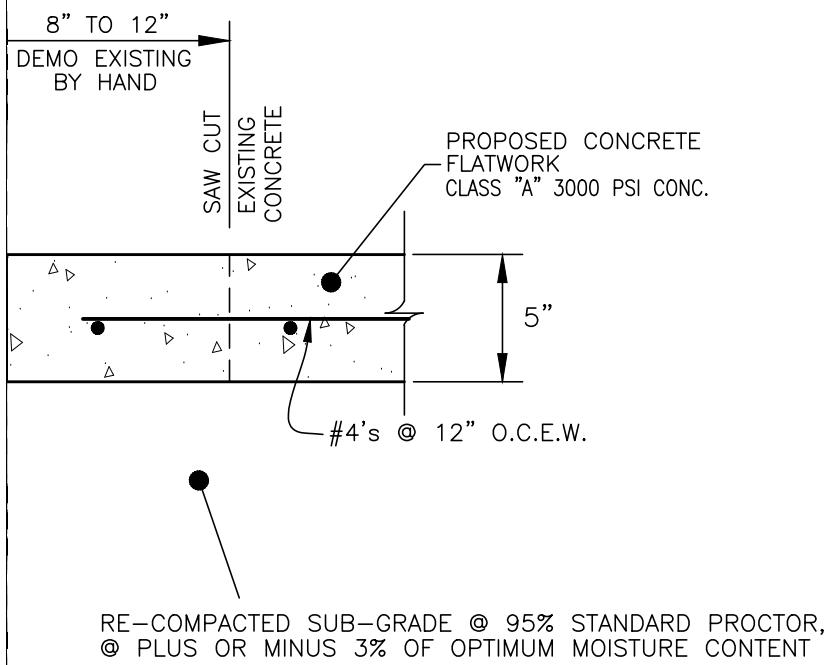
Joint Detail (EJ)

N.T.S.
IT PLAN FOR LOCATIONS (EJ)



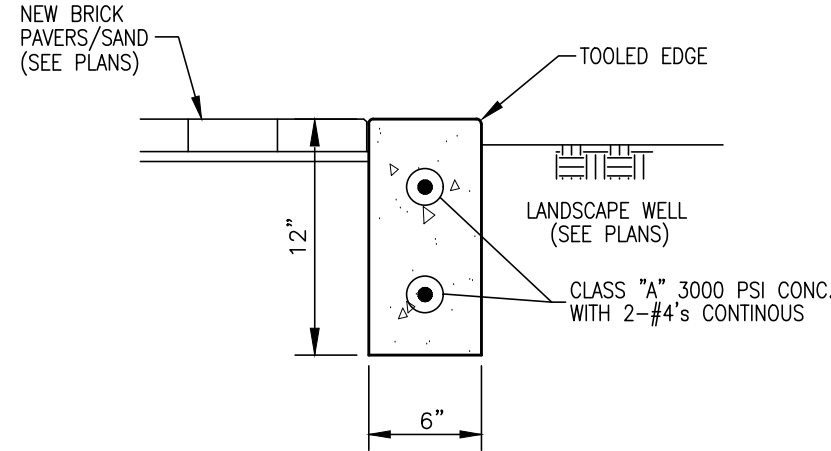
Joint Detail (EJ)

N.T.S.



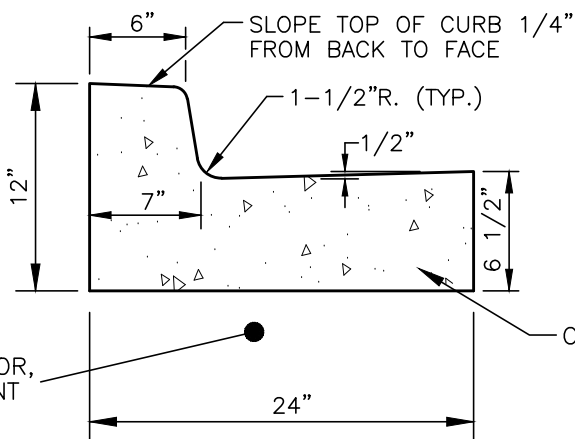
Joint Detail (EJ)

N.T.S.



6" BARRIER CURB

N.T.S.
NOTES:
1. EXPANSION JOINTS TO BE PLACED AT 50' CENTERS.
2. TOOLED JOINTS TO BE PLACED AT 5' CENTERS AND AT P.C.'s AND P.T.'s.

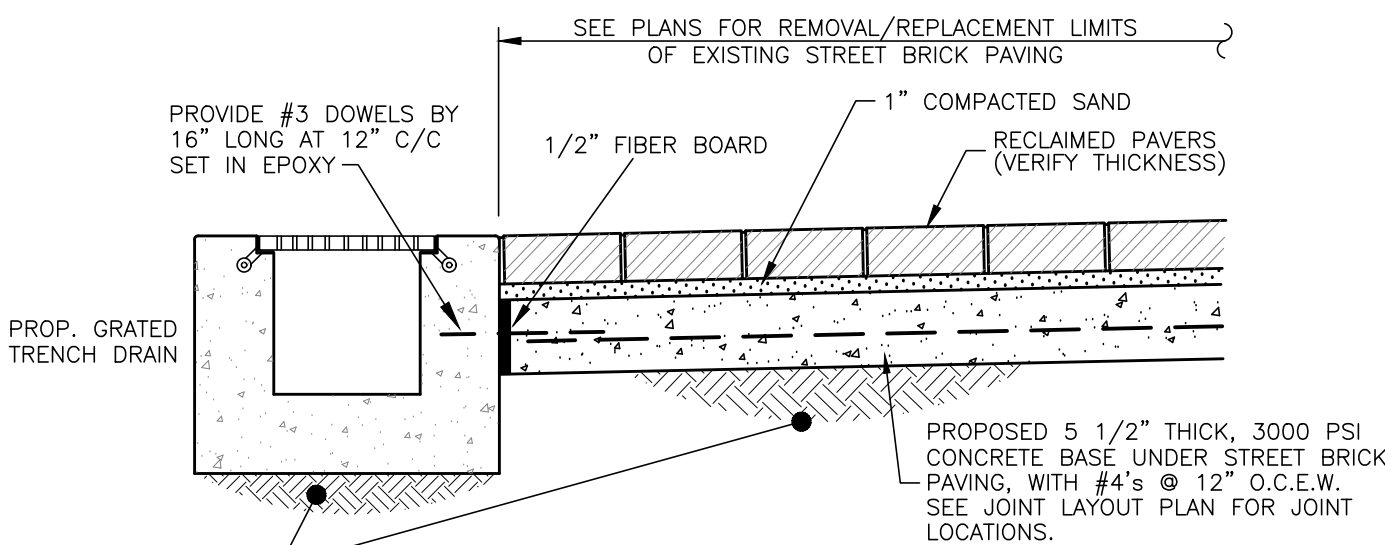


RE-COMPACTED SUB-GRADE @ 95% STANDARD PROCTOR,
@ PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT

EXPANSION JOINTS TO HAVE TWO
#4 SMOOTH DOWELS x 24" LONG
GREASE & CAPPED ON ONE END
(TO BE PLACED ON 12" CENTERS)
WITH 1/2" FIBER EXPANSION MAT.

24" CONCRETE CURB & GUTTER

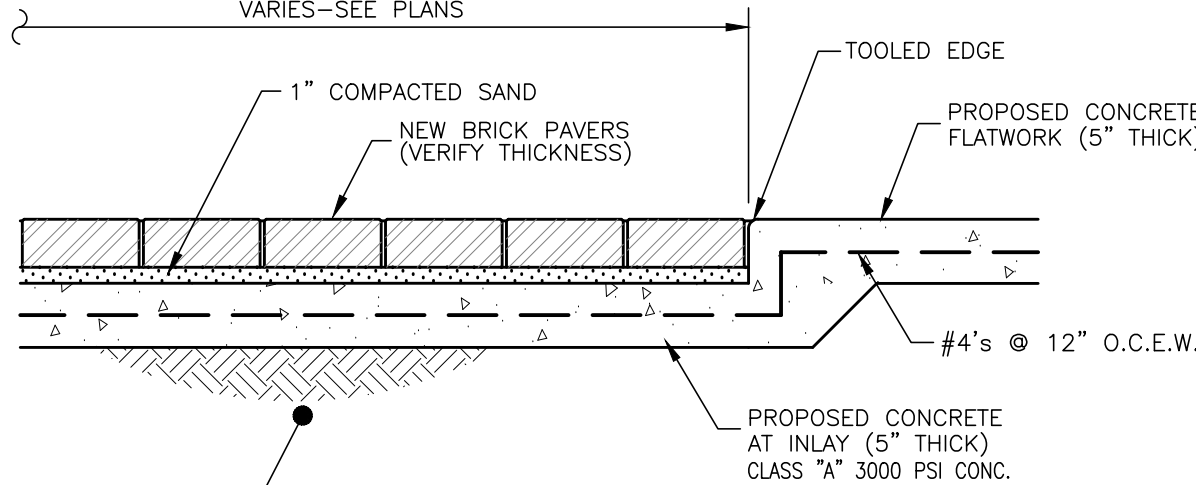
N.T.S.
NOTES:
1. EXPANSION JOINTS TO BE PLACED AT 50' CENTERS.
2. TOOLED JOINTS TO BE PLACED AT 5' CENTERS AND AT P.C.'s AND P.T.'s.



RE-COMPACTED SUB-GRADE @ 95% STANDARD PROCTOR,
@ PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT

TYPICAL BRICK PAVER STREET/PARKING SECTION

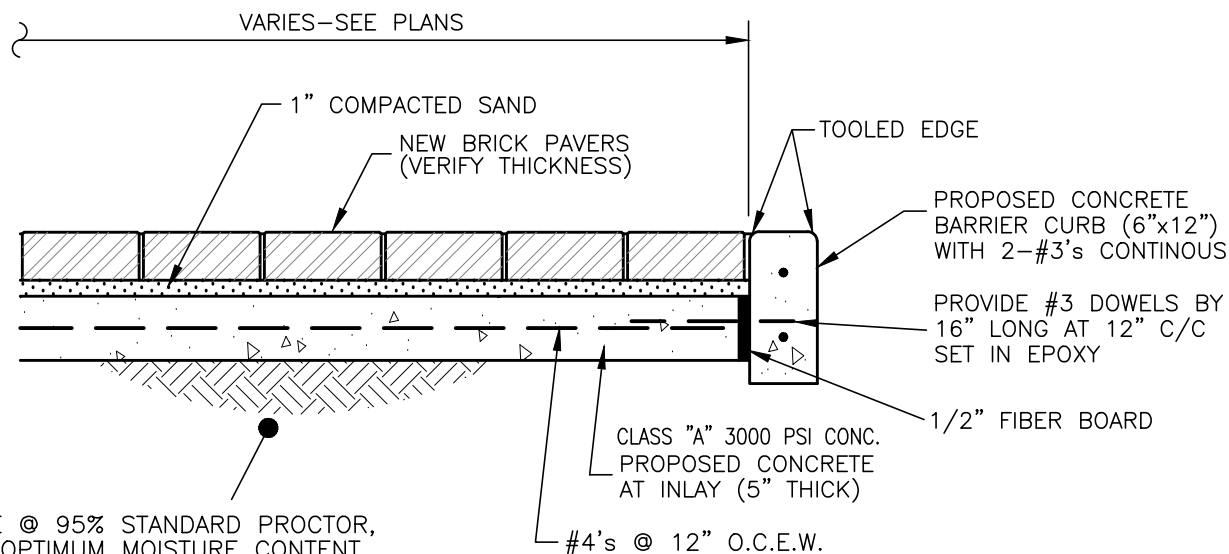
N.T.S.



TYPICAL BRICK PAVER INLAY SECTION

N.T.S.

(IN CONCRETE FLATWORK)
TOOLED, EXPANSION & CONSTRUCTION JOINTS TO EXTEND THRU CONCRETE
UNDER BRICK INLAY AREAS--SEE JOINT LAYOUT PLAN

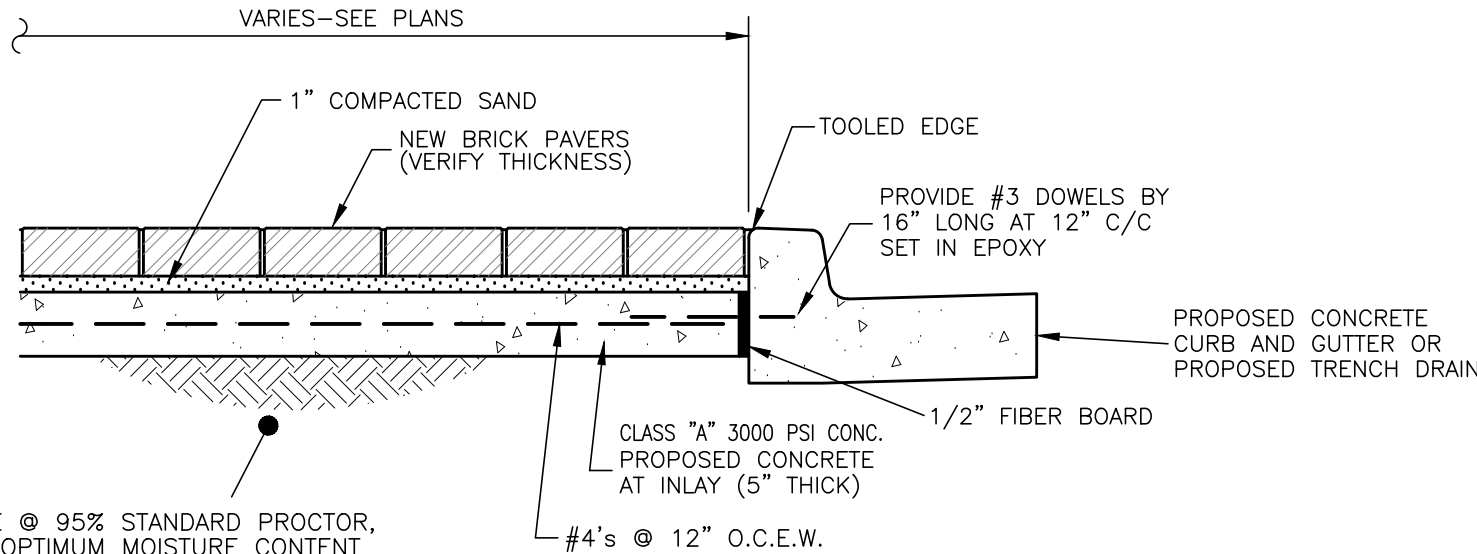


RE-COMPACTED SUB-GRADE @ 95% STANDARD PROCTOR,
@ PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT

TYPICAL BRICK PAVER INLAY SECTION

N.T.S.

(AT BARRIER CURB)
TOOLED, EXPANSION & CONSTRUCTION JOINTS TO EXTEND THRU CONCRETE
UNDER BRICK INLAY AREAS--SEE JOINT LAYOUT PLAN

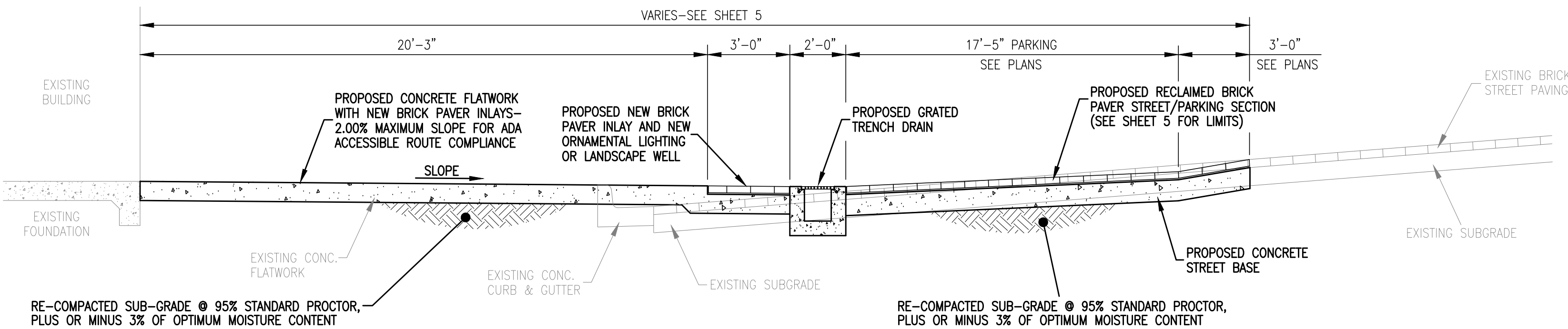


RE-COMPACTED SUB-GRADE @ 95% STANDARD PROCTOR,
@ PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT

TYPICAL BRICK PAVER INLAY SECTION

N.T.S.

(AT CURB & GUTTER OR TRENCH DRAIN)
(SAME APPLIES AT LIGHT FIXTURE FOUNDATIONS)
TOOLED, EXPANSION & CONSTRUCTION JOINTS TO EXTEND THRU CONCRETE
UNDER BRICK INLAY AREAS--SEE JOINT LAYOUT PLAN



PROPOSED STOREFRONT WALK/STREET

TYPICAL CROSS SECTION

N.T.S.

PRIOR TO CONCRETE STREET BASE PLACEMENT, CONTRACTOR
SHALL OBTAIN APPROVAL OF GRADING FROM THE OWNER AND
PROJECT ENGINEER. GRADES SHALL BE ADJUSTED, IF NECESSARY,
AT NO DIRECT PAY.

ALL EXPOSED NEW CONCRETE SURFACES
SHALL HAVE A LIGHT BROOM FINISH.

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PAVING
DETAILS

CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)

HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099

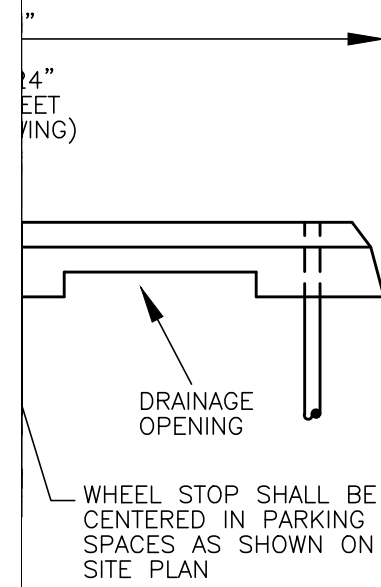


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CHECKED BY : S.R.H.
DATE : SEPT. 2021
SCALE : AS NOTED
JOB NO. : MA-20-01

SHEET

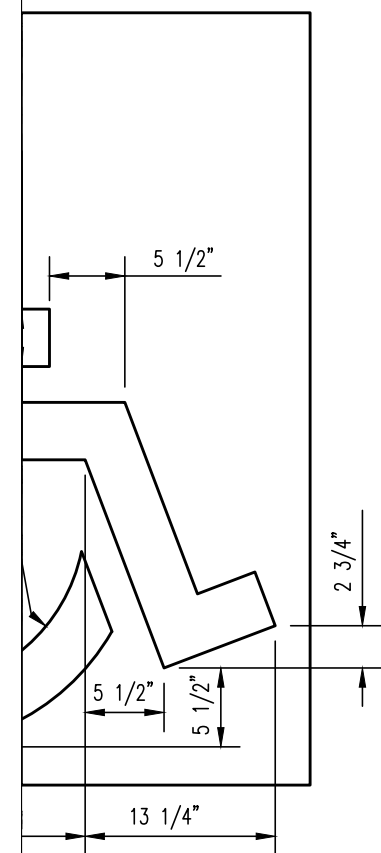
21

OF 22 SHEETS



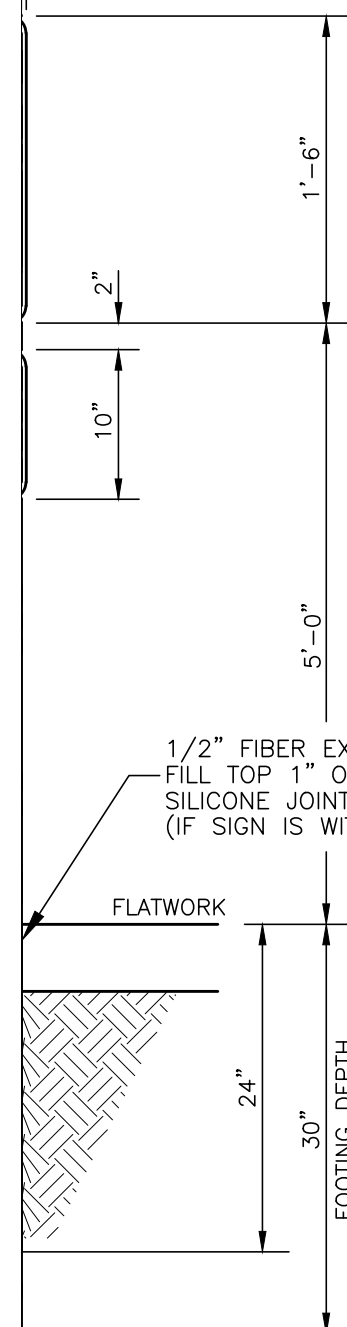
P DETAIL

IMAGE

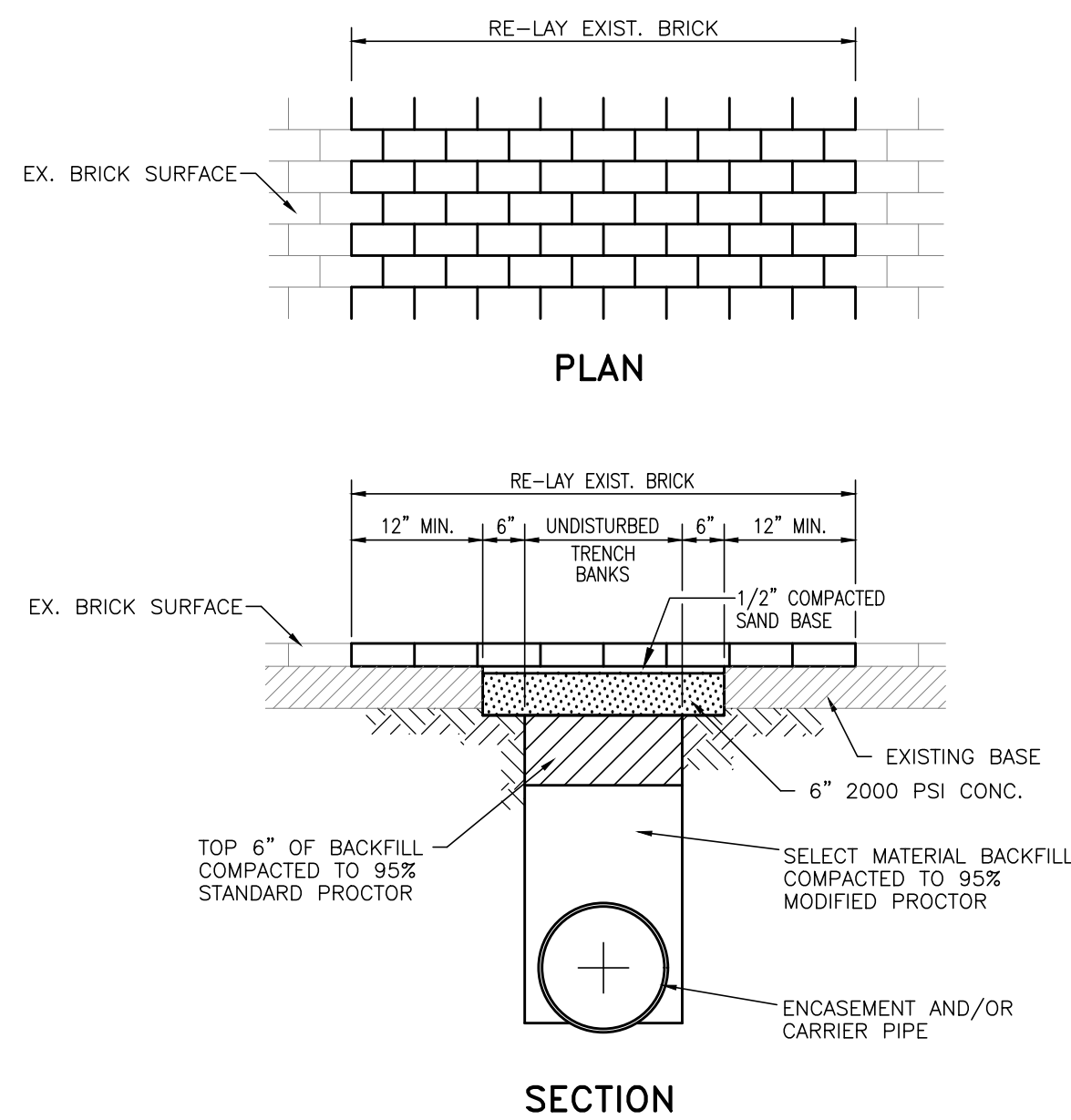


SYMBOL MARKING

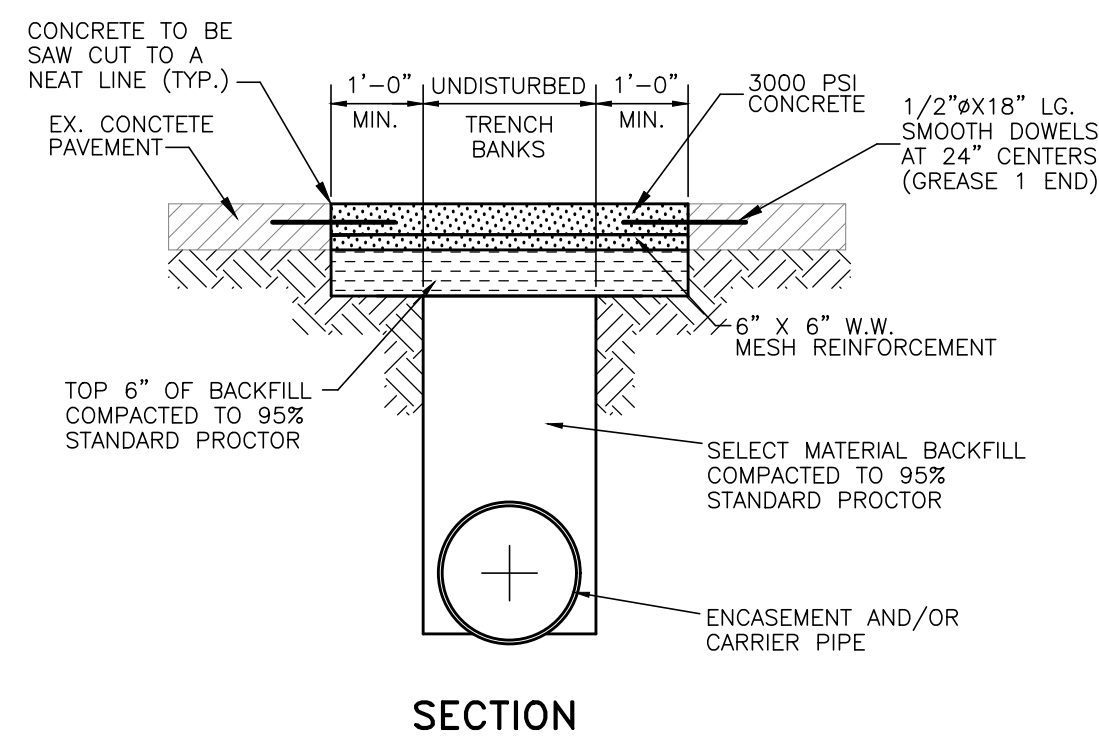
WHITE
E BLUE



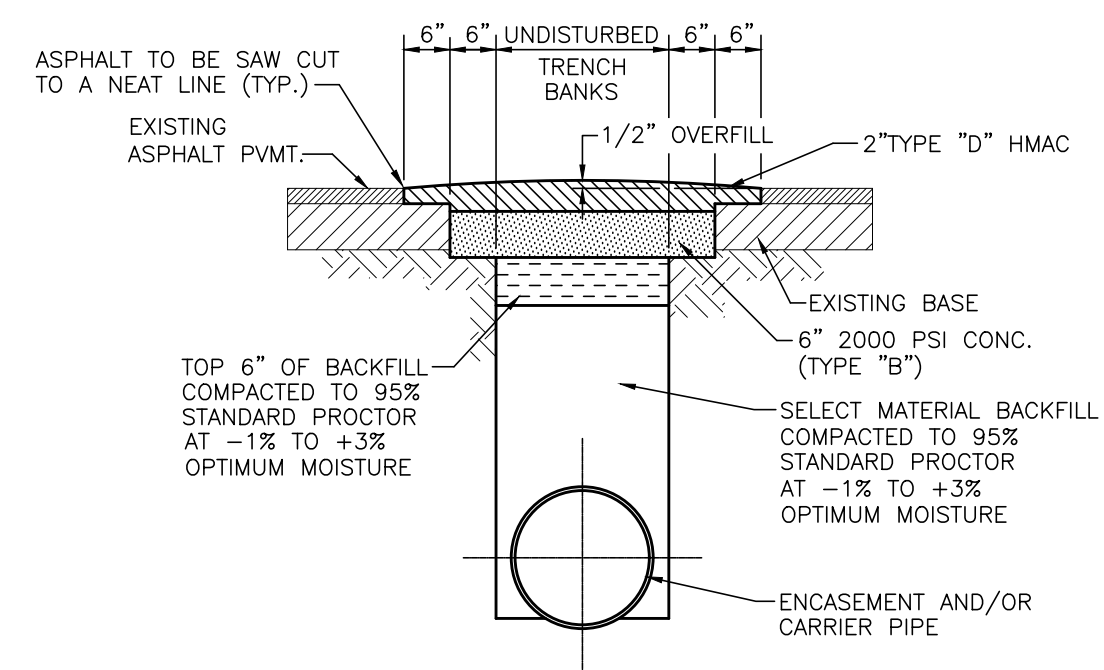
SIGN



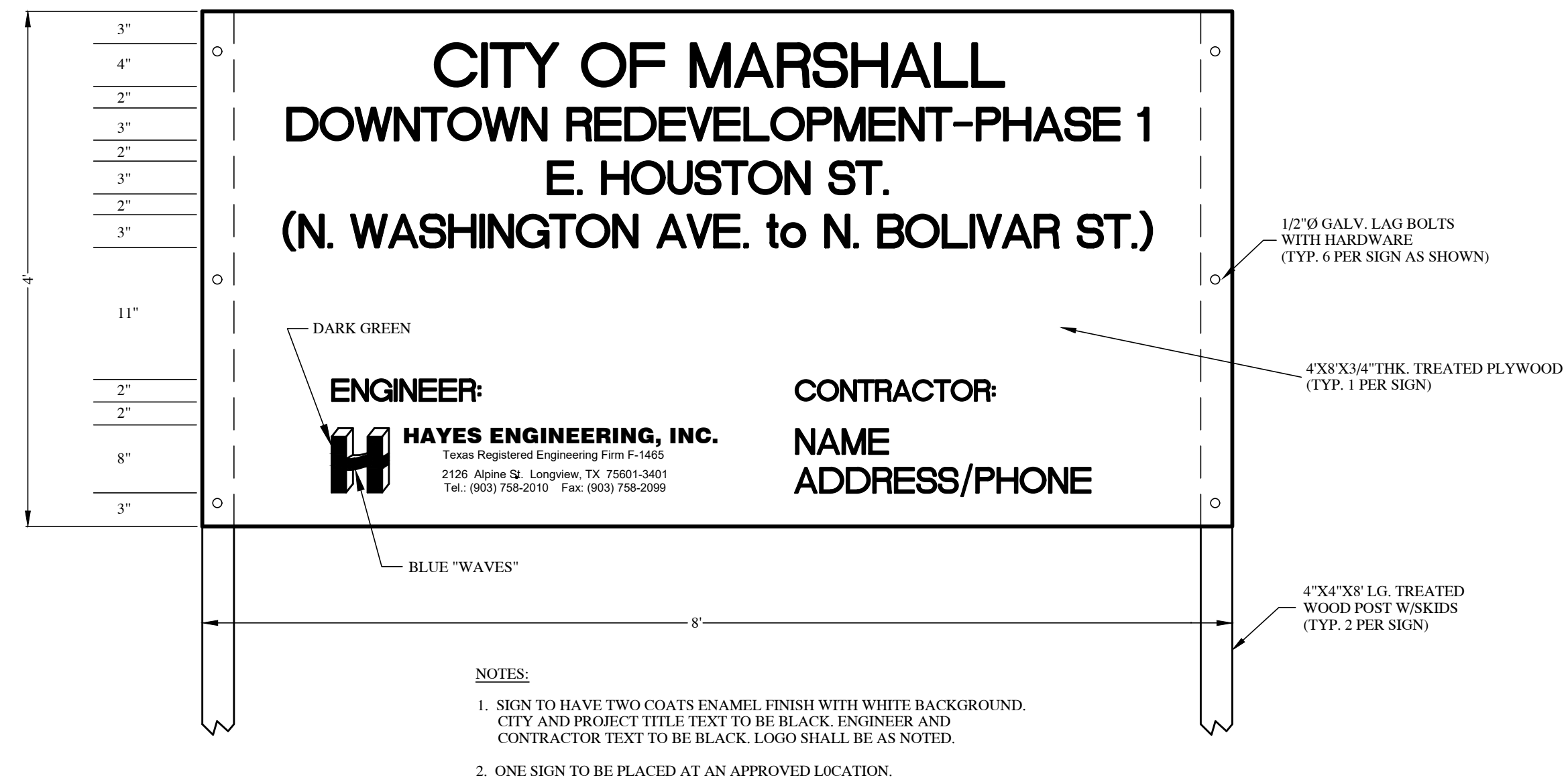
HAND REMOVE & REPLACE DETAIL EXISTING BRICK SURFACE



SAW-CUT, REMOVE & REPLACE DETAIL CONCRETE PAVEMENT



SAW-CUT, REMOVE & REPLACE DETAIL ASPHALT PAVEMENT



PROJECT SIGN DETAIL N.T.S.

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MISCELLANEOUS
DETAILS 1

CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)

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2126 Alpine St., Longview, TX 75601-3401
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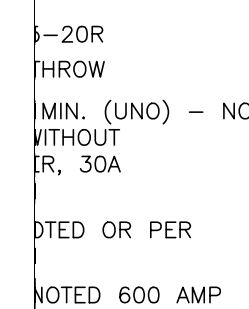


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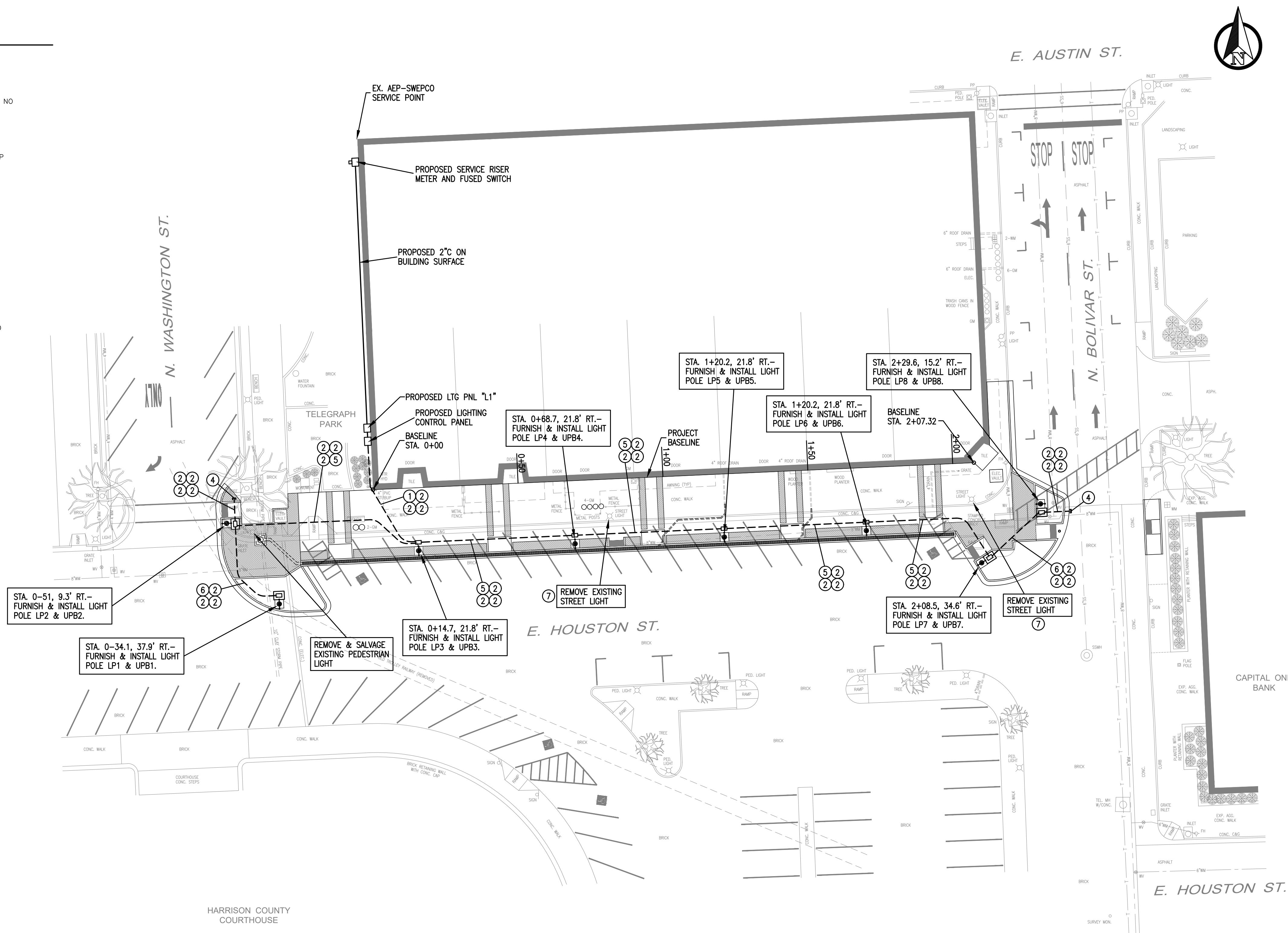
22

OF 22 SHEETS



ENTER
(7-8098)
ID.

LENGTH AS NOTED



ELECTRICAL EXPERTISE INC.
TEXAS REGISTERED ENGINEERING FIRM F-2490
ST 87 LAKE CHEROKEE TEL.: (903) 297-7811
HENDERSON TEXAS 75652



HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099



1/4/21

STATE OF TEXAS

WILLARD N. JORDAN

31136

REGISTERED PROFESSIONAL ENGINEER

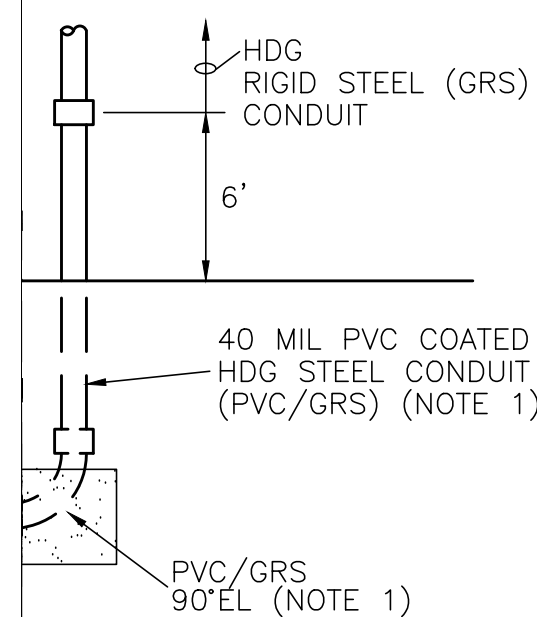
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CHECKED BY : W.W.J.
DATE : AUGUST 2021
SCALE : 1"=20'
JOB NO. : MA-20-01

SHEET
E1
OF **E4** SHEETS

SHEET
E1

OF **E4** SHEETS

THE PROJECT BASELINE SHALL BE CONSIDERED THE FACE OF THE EXISTING BUILDING ALONG EAST HOUSTON STREET WITH STA. 0+00 BEING THE SOUTHWEST CORNER OF THE BUILDING WITH STATIONING INCREASING TO THE EAST.



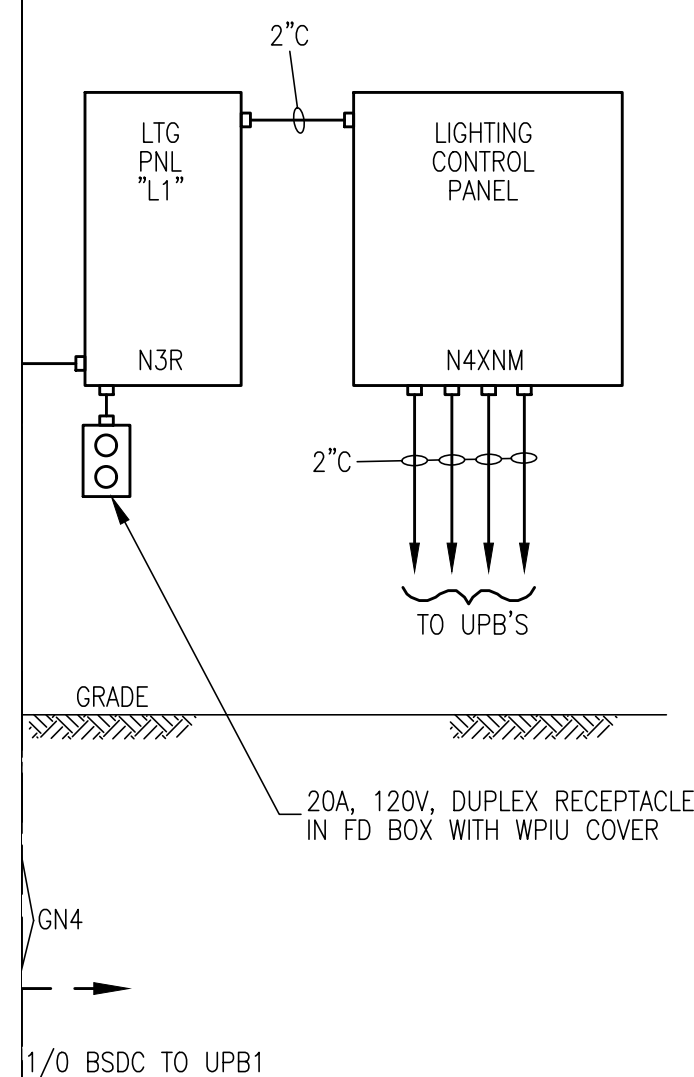
DETAIL

EN U/G PULL BOXES
DULE 40 PVC PLASTIC.

120/240V, 1Ø
SERVICE BY AEP

KED
RAL

PROVIDE NEC
CLEARANCE
TO GRADE



VICE DETAIL

PER POWER CO. REQUIREMENTS.
ID INSTALLATIONS SHALL BE
ITY OF MARSHALL, TX. ORDINANCES.
G BUILDING WALL USING HDG

LIGHT FIXTURE SCHEDULE

MARK	DESCRIPTION
LP1 THRU LP8:	12' ONE PIECE, ROUND EXTRUDED TAPERED FLUTED CAST ALUMINUM DECORATIVE LIGHT POLE WITH INTEGRAL 19" DIA. ART NOUVEAU BASE, BLACK TEXTURED FINISH; WIRING HANDHOLE & COVER; TENNON; TWO, 15A, 120V, GFCI, DUPLEX RECEPTACLES WITH LOW PROFILE WEATHERPROOF-IN-USE COVERPLATES (ONE AT THE TOP OF THE POLE & ONE AT THE BOTTOM OF THE POLE); ONE SET OF HEAVY WALL ALUMINUM DOUBLE BANNER ARMS MOUNTED TO THE SIDE OF THE POLE AT 36" CENTERS TO ACCOMMODATE AN 18" X 36" BANNER; AND FOUR 3/4" L-SHAPED HOT DIPPED GALVANIZED STEEL ANCHOR BOLTS. THE POLE SHALL BE RATED FOR 100 MPH WIND WITH 30 % GUST FACTOR WITH ONE MARK 'A' FIXTURE, TWO MOUNTING ARMS, AND TWO 18" x 36" BANNERS. THE POLE SHALL COMPLY WITH ALL APPLICABLE TXDOT STANDARDS.
1.	STERNBERG LIGHTING - WINDSOR SERIES CATA.# 7112ETFP6-3-.188/GFI LPIUC/DBA/BKT
A	ACORN STYLE POST TOP LED DECORATIVE LUMINAIRE, 15" DIA AND 32" TALL, VANDAL RESISTANT CLEAR TEXTURED POLYCARBONATE GLOBE, 75W, 120VAC, 2700K, 7350 LUMENS, WITH SURGE PROTECTION, CAST ALUMINUM FITTER, CAST BALLAST HOUSING, CAST TORCH FINIAL WITH SCALLOPED CAP, AND BLACK FINISH.
1.	STERNBERG LIGHTING - B750-VC08 AVENUE SERIES CATA.# PT-B750-5P-VC08-4L-27-TS-MDL05-P-BKT

GROUND GRID NOTES

- GN1 INSTALL 3/4" x 30' SECTIONALIZED COPPERCLAD STEEL GROUND ROD.
- GN2 INSTALL 3/4" x 10' COPPERCLAD STEEL GROUND ROD.
- GN3 INSTALL 3/4" SCHEDULE 40 PVC PLASTIC CONDUIT WITH (1)-#4 AWG COPPER GROUNDING ELECTRODE CONDUCTOR BETWEEN ELECTRICAL EQUIPMENT AND GROUND GRID.
- GN4 MAKE ALL CONNECTIONS USING EXOTHERMIC WELDING (CADWELD) PROCESS.
- GN5 INSTALL 3/4" SCHEDULE 40 PVC PLASTIC CONDUIT WITH (1)-#1/0 AWG COPPER GROUNDING ELECTRODE CONDUCTOR BETWEEN ELECTRICAL EQUIPMENT AND GROUND GRID.

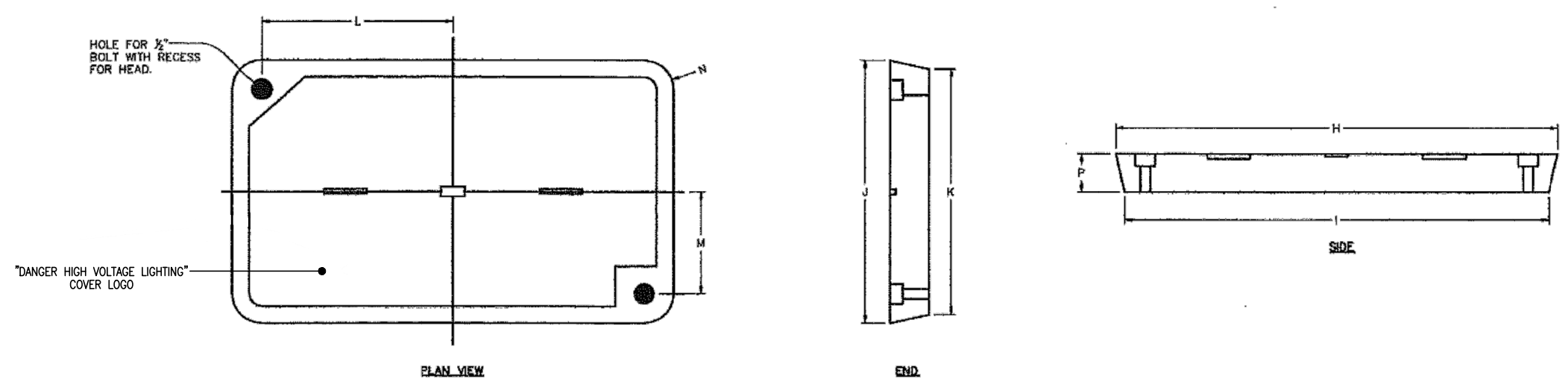
GROUND ROD INSTALLATION NOTES

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INVESTIGATE SUBSURFACE SITE CONDITIONS AND BECOME FAMILIAR WITH THE REQUIREMENTS OF INSTALLING 30' GROUND RODS. THE CONTRACTOR SHALL PROVIDE EQUIPMENT AS NECESSARY TO ACCOMPLISH THE FOLLOWING STEPS:

STEP 1) DRIVE THE GROUND RODS TO THE FULL 30' DEPTH. IF THE GROUND RODS CANNOT BE DRIVEN THEN THEY SHALL BE INSTALLED PER STEP 2.

STEP 2) BORE A 6" DIAMETER X 30' PLUS DEEP GROUND WELL BY WHATEVER MEANS NECESSARY. INSTALL 30' GROUND ROD (THREE 10' SECTIONS SCREWED TOGETHER) INTO CENTER OF WELL. BACKFILL AND TAMP AROUND ROD WITH ERICO "GEM" COMPOUND TO WITHIN 24" OF GRADE. FINISH BACKFILL WITH SELECT TOPSOIL AFTER CONNECTION OF GROUNDING ELECTRODE CONDUCTOR(S).

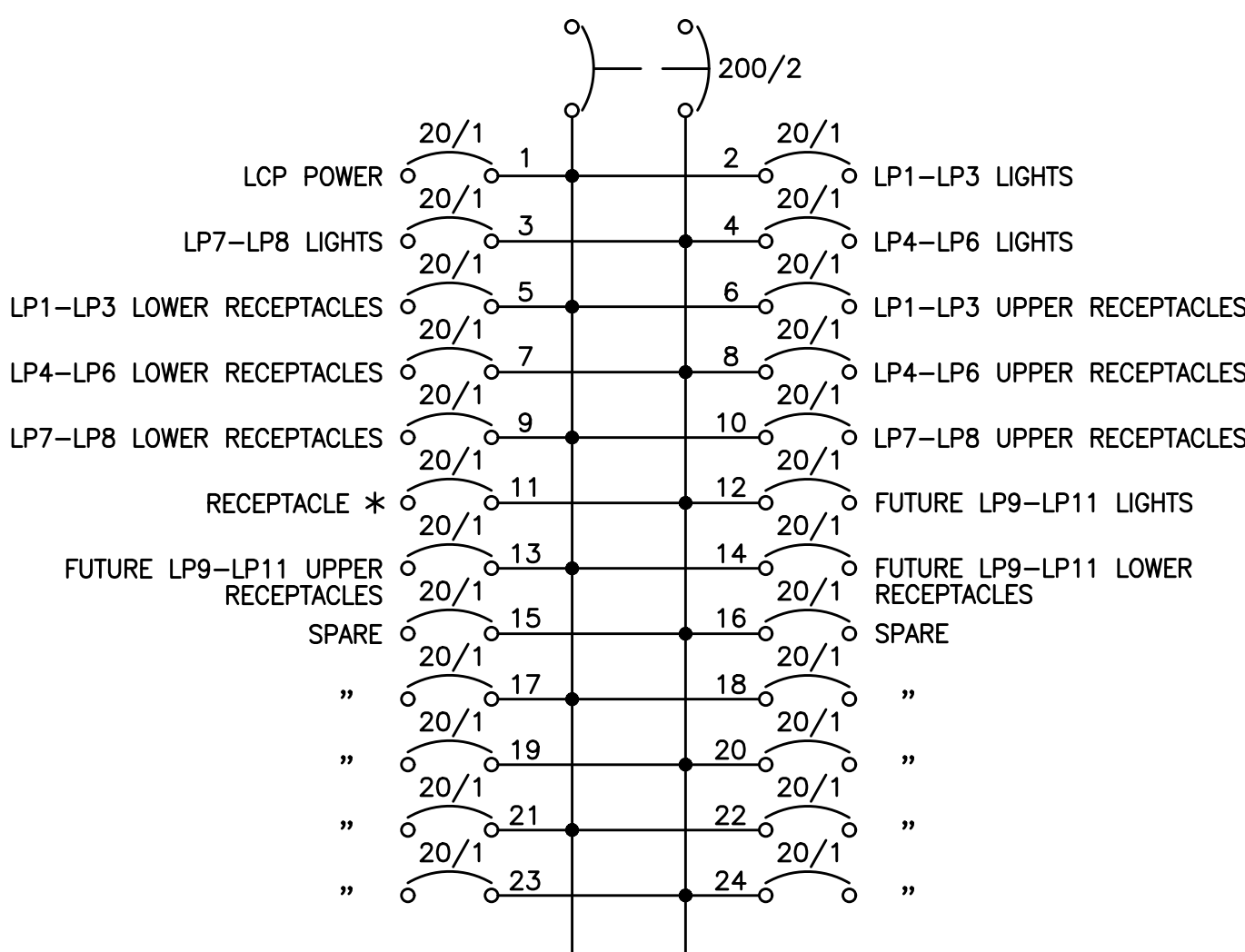
THE INSTALLATION OF THE GROUND RODS AND GROUNDING GRID SHALL BE SCHEDULED IN ADVANCE SO THAT IT CAN BE WITNESSED BY THE OWNER OR HIS REPRESENTATIVE. FAILURE TO DO SO MAY RESULT IN THE REPLACEMENT OF THE ENTIRE GROUNDING SYSTEM.



UNDERGROUND PULL BOX COVER

SCALE: N.T.S.

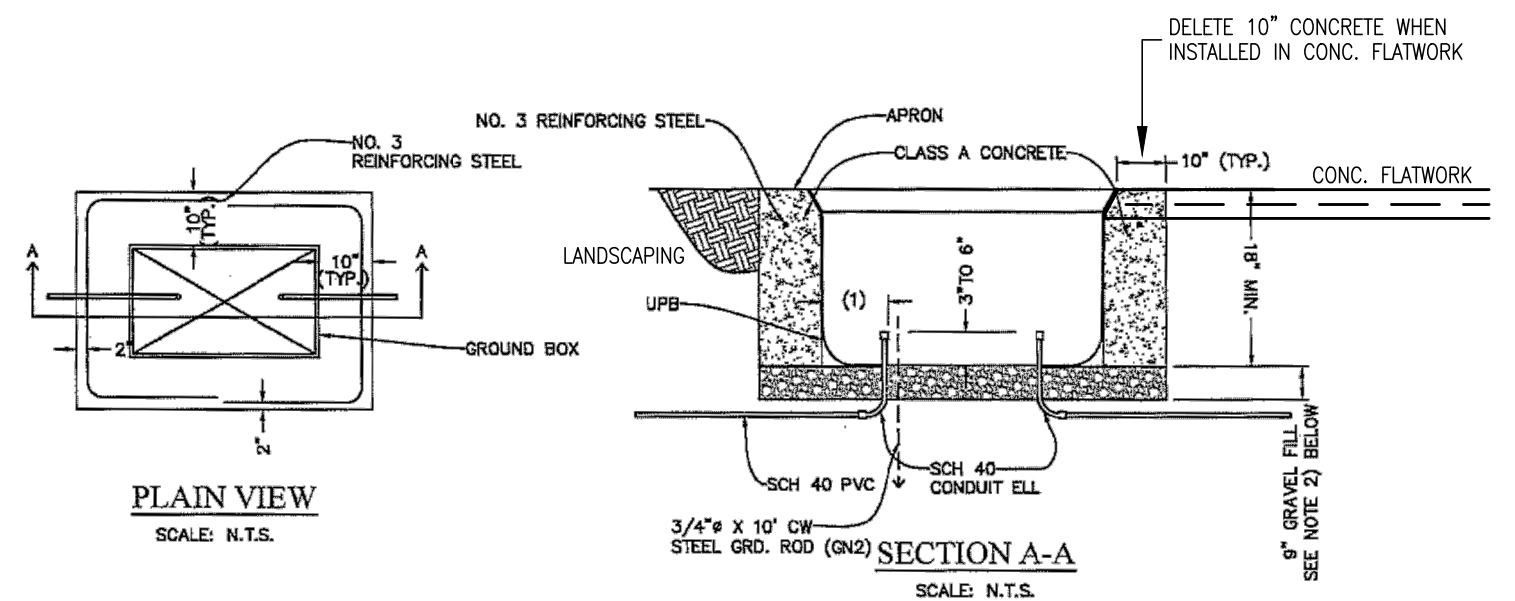
UNDERGROUND BOX COVER DIMENSION								
BOX	DIMENSIONS (INCHES)							
SIZE	H	I	J	K	L	M	N	P
UPB	23 1/2	23	13 3/4	13 1/2	9 3/4	5 1/2	1 3/4	2



LIGHTING PANEL "L1" SCHEDULE

200A, 120/240V, 1Ø, 3W, 22 KAIC, 24 SPACE, NEMA-3R, PANEL SHALL BE LOCKABLE.

* - GFCI



APRON FOR UNDERGROUND PULL BOX (UPB) (IN UNSURFACED AREAS)

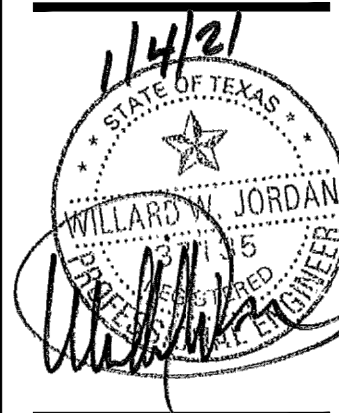
SCALE: N.T.S.

- FINAL POSITION OF END OF CONDUIT SHALL NOT EXCEED ONE - HALF THE DISTANCE TO THE SIDE OF BOX OPPOSITE THE CONDUIT ENTRY.
- PLACE GRAVEL "UNDER" THE BOX AND NOT "IN" THE BOX. GRAVEL SHALL NOT ENCRUGH ON THE INTERIOR VOLUME OF THE BOX.
- INSTALL BELL END ON THE UPPER END OF ALL CONDUIT ELBOWS.
- WHERE A GROUND ROD IS PRESENT IN THE GROUND BOX, CONNECT IT TO ANY AND ALL EQUIPMENT GROUNDING CONDUCTORS BY EXOTHERMIC WELD PROCESS.
- MAINTAIN SUFFICIENT SPACE BETWEEN ALL CONDUITS SO AS TO ALLOW FOR PROPER INSTALLATION OF BELL ENDS.
- ALL CONDUITS SHALL BE INSTALLED IN A NEAT AND WORKMAN LIKE MANNER.
- ALL CONDUITS INSTALLED IN THE GROUND BOX SHALL BE SEALED USING DUXSEAL (OR EQUIVALENT) AFTER COMPLETION OF CONDUCTOR INSTALLATION AND ANY REQUIRED PULL TESTS.
- UPB SHALL BE A QUATITE CAT.# PT1324BA18 WITH TIER 15 COVER CAT.# PT1324HA00-81-29.



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-465
2126 Alpine St. Longview, TX 75601-3401
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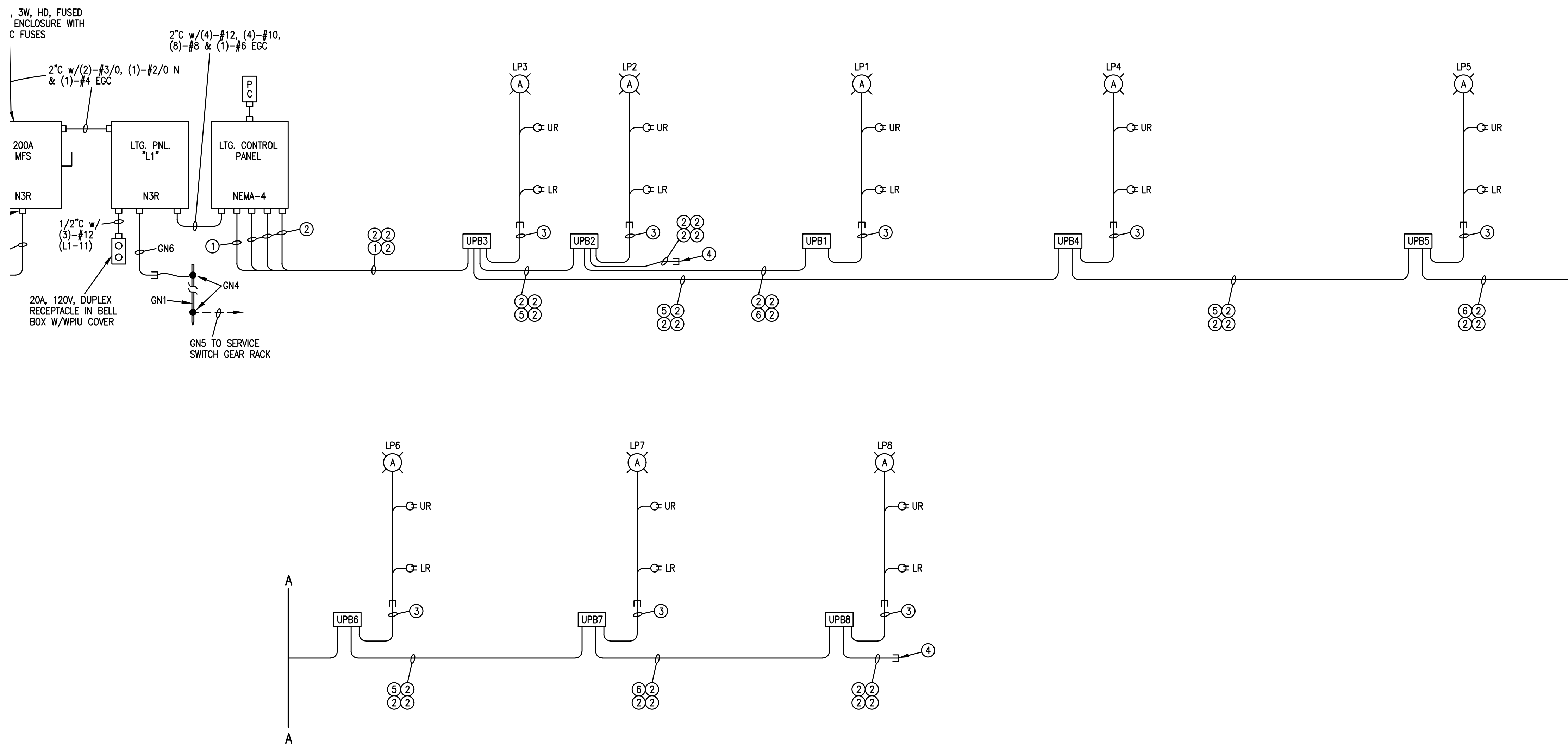
SHEET

E2

OF E4 SHEETS

PROPOSED
ELECTRICAL DETAILS

CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)



ELECTRICAL SCHEMATIC
N.T.S.

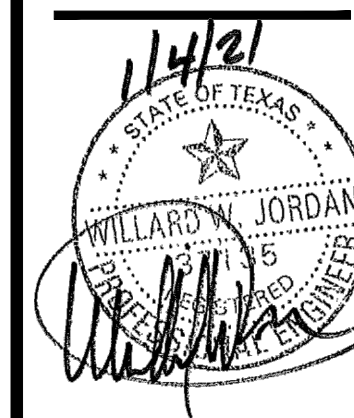
UR - UPPER RECEPTACLE
LR - LOWER RECEPTACLE

- ① — 2°C W/(6)—#10 (LTG),
(6)—#8 (UR),
(6)—#8 (LR) &
(1)—#6 EGC
- ② — 2°C (EMPTY)
- ③ — 1°C W/(2)—#12 (LTG),
(2)—#10 (UR),
(2)—#10 (LR) &
(1)—#6 EGC
- ④ — STUBOUT CONDUITS & CAP
FOR FUTURE EXTENSION
- ⑤ — 2°C W/(4)—#10 (LTG),
(4)—#8 (UR),
(4)—#8 (LR) &
(1)—#6 EGC
- ⑥ — 2°C W/(2)—#10 (LTG),
(2)—#8 (UR),
(2)—#8 (LR) &
(1)—#6 EGC
- ⑦ — COORDINATE WITH OWNER, DISCONNECT
POWER, REMOVE U/G WIRING TO SOURCE,
REMOVE OH WIRING, REMOVE & DELIVER TO
OWNER AS DIRECTED.



ELECTRICAL EXPERTISE INC.
TEXAS REGISTERED ENGINEERING FIRM F-2490
ST 87 LAKE CHEROKEE TEL. (903) 297-7811
HENDERSON, TEXAS 75652

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2126 Alpine St. Longview, TX 75601-3401
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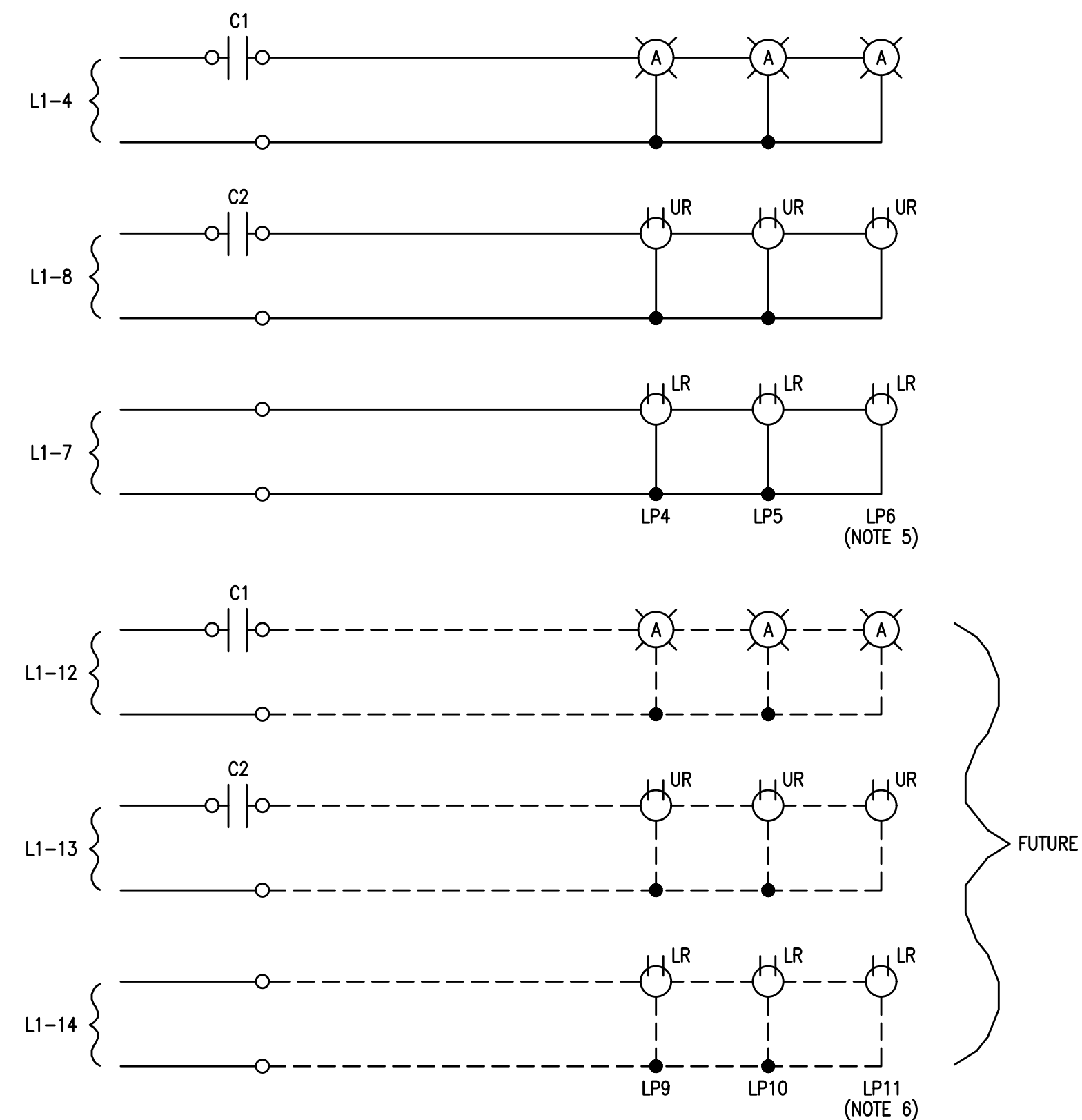
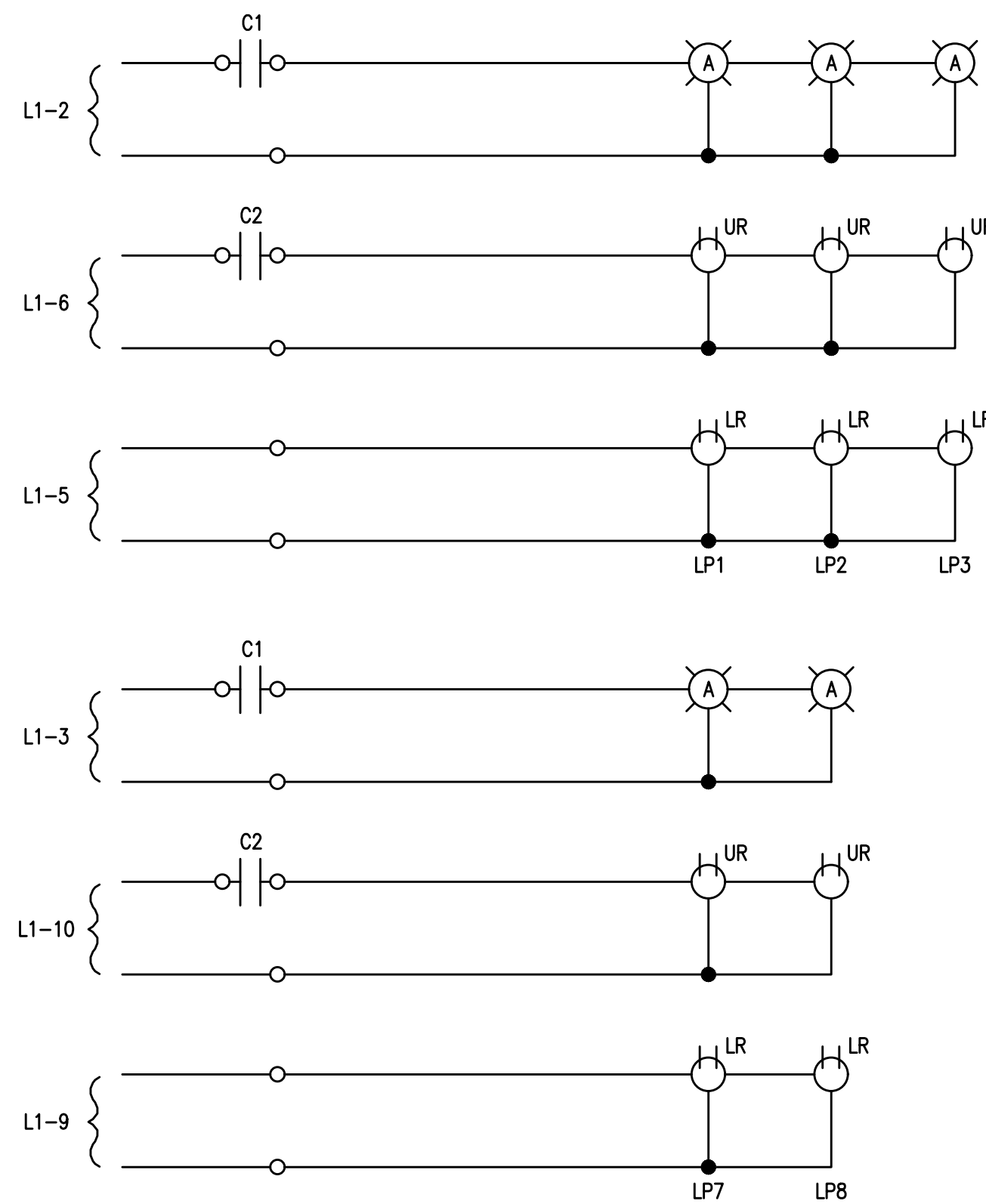
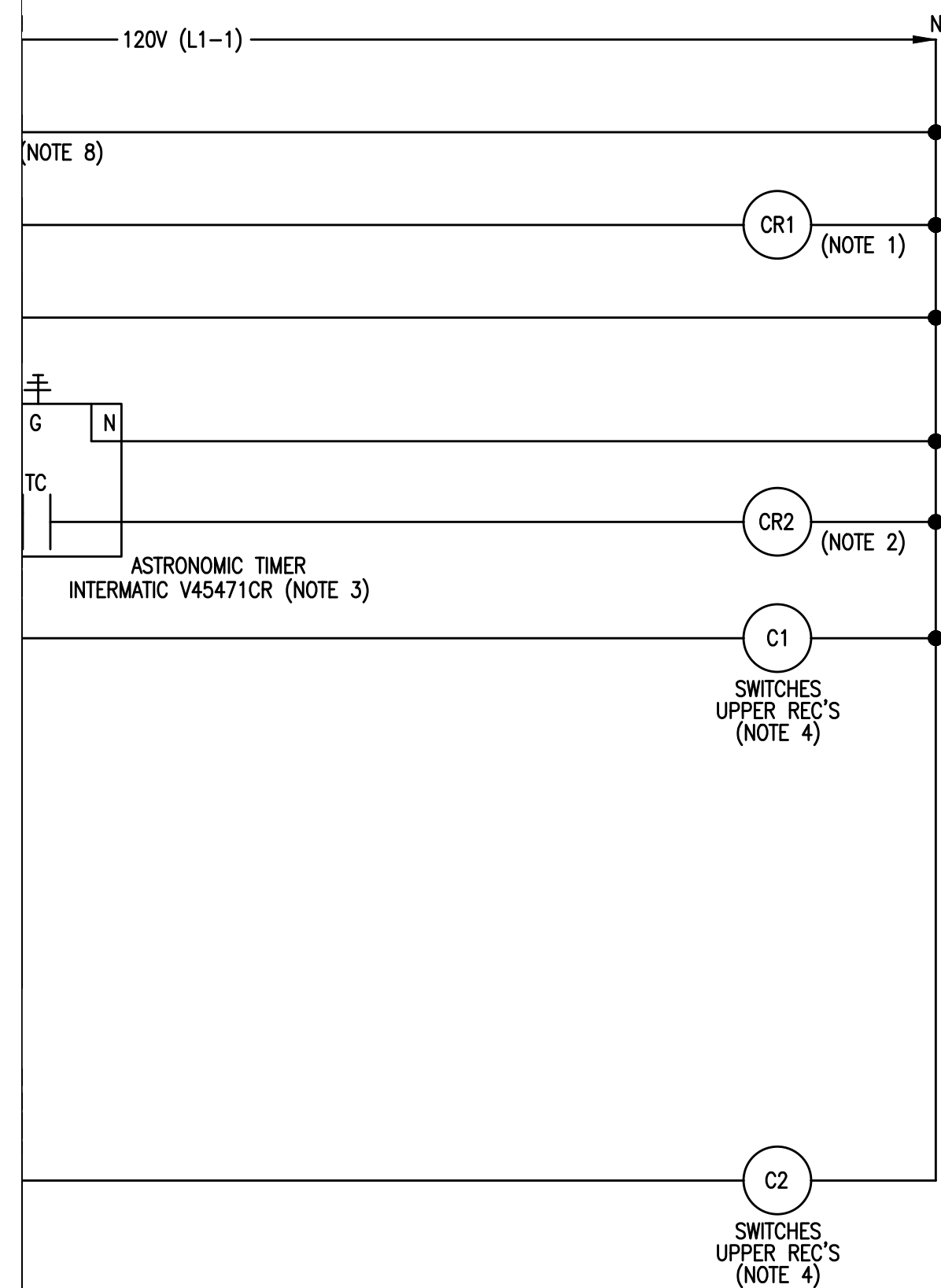


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SHEET

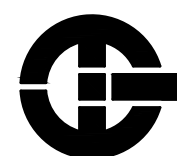
E3

OF **E4** SHEETS



**LIGHTS & RECEPTACLES
CONTROL DIAGRAM**
N.T.S.

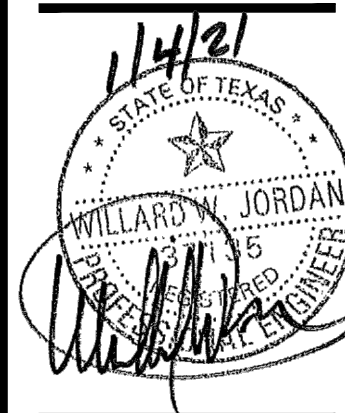
- NOTE 1: CR1-4 POLE, 10A, 120V COIL, MACHINE TOOL RELAY ENERGIZED WHEN AMBIENT LIGHT IS AT DUSK OR DARKER.
 NOTE 2: CR2-4 POLE, 10A, 120V COIL, MACHINE TOOL RELAY ENERGIZED WHEN TIMER CONTACT CLOSSES.
 NOTE 3: TC-TIMER CONTACT IN ASTRONOMIC TIMER.
 NOTE 4: C1/C2-30A, 4P, ELECTRICALLY HELD, 240V, WITH 120VAC COIL.
 NOTE 5: LP1-LP8-STREET LIGHT POLES.
 NOTE 6: LP9-LP11-FUTURE STREET LIGHT POLES.
 NOTE 7: PHOTO-ELECTRIC SWITCH, TORK TWIST LOCK WITH RECEPTACLE.
 NOTE 8: SPD1-SURGE PROTECTIVE DEVICE, MAXIVOLT, INC. MODEL IC9 110, OR EQUIVALENT.
 NOTE 9: HOUSE COMPONENTS IN 36"x36"x10" NEMA-4 STEEL ENCLOSURE WITH HINGED INNER PANEL, BACK PANEL, HINGED OUTER DOOR WITH QUICK DISCONNECT LATCHES AND HASP TO ACCOMMODATE A PAD LOCK.



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 ST 87 LAKE CHEROKEE TEL: (903) 297-7811
 HENDERSON, TEXAS 75662



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 2126 Alpine St. Longview, TX 75601-3401
 Tel.: (903) 758-2010 • Fax: (903) 758-2099



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 CHECKED BY : **W.W.J.**
 DATE : **AUGUST 2021**
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SHEET

E4OF **E4** SHEETS

**PROPOSED
ELECTRICAL DETAILS**

CITY OF MARSHALL, TX.
DOWNTOWN REDEVELOPMENT-PHASE 1
E. HOUSTON ST. (N. WASHINGTON AVE. to N. BOLIVAR ST.)

ITEM 8B

STAFF REPORT ON VACANT PROPERTY REGISTRY



TO: Mark Rohr, City Manager

FROM: Fabio Angell, Director
Community and Economic Development

DATE: August 26th, 2021

SUBJECT: CITY STAFF REPORT “Vacant Property Registry” (VPR)

Unoccupied buildings in the City of Marshall with the potential to deteriorate (or already deteriorated) have presented the City with high social and economic costs for many years.

A proposed Vacant Property Registry would help the City address the high rates of vacancies that have plagued Marshall for decades.

There are several objectives to keep in mind as the City moves forward with setting up a Vacant Property Registry (VPR). These are:

- To ENSURE that owners of vacant properties are known to the city and other interested parties can be reached if necessary;
- To ENSURE owners of vacant properties are aware of their obligations of ownership based on the City’s regulations including our Substandard and Dangerous Buildings Code; and,
- To ENSURE owners meet a minimum standard of maintenance of their properties based on Code

WHAT ARE THE BENEFITS OF A VACANT PROPERTY REGISTRY (VPR)?

1. A VPR prevents and keeps blight in check;
2. A VPR keeps a record of what properties are vacant, where they are and who owns them.
3. Keeps first responders and emergency personnel safer;
4. A Registry comes with a fee schedule. This makes a statement that the City is “also” interested in keeping properties occupied. It sends a message that the City of Marshall is not “just” interested in keeping a property well maintained;

5. A fee schedule also shifts the cost of vacant properties away from neighborhoods that typically bear the burden of seeing property values decrease because of substandard structure dotting the landscape;
6. Registration fees are typically enough to cover municipal costs associated with enforcing the Registry and its companion ordinance;
7. Registration fees rarely change the cost benefit analysis of property owners. Fees are typically NOT onerous in that sense —i.e. costs do not outweigh the benefits;
8. A Registry does not trample on private property rights. In fact, it is **BLIGHT** that tramples on owners' property rights throughout a given neighborhood; and,
9. The Registry gives the City the power to foreclose properties that are non-compliant through the use of liens;

SOME KEY ISSUES TO KEEP IN MIND !!

1. Fees. Some cities impose fees that escalate each year a property remains vacant. Some cities have bi-annual fees. Others impose fees on apartment complexes. Others require that foreclosures be added to the Registry and pay a fee. Some cities only require a fee once a pre-determined amount of time has elapsed;
2. Many registries include all types of properties. From residential to commercial to industrial. Others just residential;
3. Some cities offer temporary respite from a fee if owner (s) provides a Plan of Action to rehab, demo or rent the property;
4. Fees across the US may range to up to \$600 annually. Alternatively,
5. The City of Marshal could use a fee structure based on the square footage of the property in question, such that a minimum of \$500, for instance, can be assessed for all buildings that are vacant but smaller than 10,000 SF. For instance:
 - a) Any Vacant Building below 10k SF would trigger a Fee of \$500 per year.
 - b) For Vacant Buildings of up to 30k SF, the Fee would be \$ 750 per year.
 - c) Any Vacant Building above 30k SF would trigger a Fee: \$1,000 per year.

A VPRO as a data collection and management tool is only as useful as the information put into it. Compliance rates for most VPROs are often not very high — in fact, some communities would consider a compliance rate of 50 percent high. Out-of-state or deceased owners are unlikely to register, for example, and it may be that these unregistered buildings are the ones imposing the most harm on the community. In addition, enforcing the VPRO, which includes sending out registration notices and monitoring and tracking the status of both registered and unregistered properties, may take a significant amount of resources and thus may not be the most efficient use of limited local capacity.

EXCERPT FROM CENTER FOR COMMUNITY PROGRESS REPORT - SEPTEMBER 2020

Should The City “Outsource” Its Registry or Build/Run It In-House?

Benefits of outsourcing a proposed City of Marshall Vacant Property Registry (VPR):

1. The Registry would be administered/handled by an Outsource Agent using online payments;
2. No out of pocket expenses by the City to administer the Registry;
3. The Registry Agent can provide (research support to identify owners in order to bill them);
4. The Registry Agent can provide follow up outreach (in order to gain compliance). This may include sending out registration notices, monitoring/tracking the status of both registered and unregistered properties;
5. The Registry Agent has the technical “know-how” and expertise to help the City increase the typical compliance rate of 50 % seen across the land;
6. The contract with the Registry Agent can be in force for a limited time, only; and,
7. The City would not outsource or privatize its responsibility for inspections, code enforcement, legal action and court proceedings.

ITEM 8C

**CONSIDER APPROVAL TO AWARD A
CONTRACT FOR WASTEWATER PLANT
MECHANICAL BAR SCREEN**



MEMO

TO: Members of the City Council

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

DATE: September 13, 2021

SUBJECT: Award of Contract – Wastewater Treatment Plant Mechanical Bar Screen

On Wednesday, September 8, 2021 the City of Marshall received bids for the purchase, and setup of a new mechanical bar screen, washer\compactor and related electrical controls. This contract is for the equipment only, the required installation will be handled under a separate contract.

One bid was received from Duperon Corporation with a total bid price of \$301,000 and all the required paperwork required was complete.

The City's consulting engineer, Stokes and Associates reviewed the submittal and found it to be in compliance with the specifications (letter attached). Based on Stokes recommendation we are asking for your approval to award the equipment bid to Duperon Corporation in the amount of \$301,000.



September 10, 2021

Mr. Eric Powell, P.E., Director of Public Works
City of Marshall
P.O. Box 698
Marshall, Texas 75671

Re: Wastewater Treatment Plant – Mechanical Bar Screen Equipment
Bid Summary / Recommendation to Award

Dear Eric:

On Wednesday, September 8, 2021, the City of Marshall received a bid on the above referenced equipment. Attached is a copy of the bid for your review.

This bid was for a mechanically cleaned bar screen, washer / compactor and related electrical controls for the wastewater treatment plant. The bid was only for the actual equipment; the installation will be accomplished separately in another bid package.

The bid received was from the Duperon Corporation with a total bid price of \$301,000.00. Of note is that this bid price is less than the original budgetary figure that they had provided to the City back in February 2021. They estimated that the equipment delivery time will be approximately 160 days from award, which is what was expected.

The Duperon wastewater screen equipment meets all of the requirements contained in the bid documents and technical specifications. The plant operators are all in agreement that this equipment is the best choice for the City's wastewater treatment plant. The operators have researched this particular screen for the past several years and have visited several other installations, so they are very familiar with this piece of equipment.

Based on the above information, it is this firm's recommendation that the City award the equipment bid to the Duperon Corporation in the amount of \$301,000.00.

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

Sincerely,

Steve Wick, P.E.

cc: Mr. Matt Rymel, City of Marshall, Chief Wastewater Plant Operator

encl

ITEM 8D

**CONSIDER APPROVAL OF AN
APPOINTMENT TO THE MAIN STREET
ADVISORY BOARD**

M E M O R A N D U M

To: Members of the City Council

From: Mark Rohr, City Manager

Date: August 26, 2021

Subject: Recommendation for appointment to Main Street Advisory Board.

Recommendation for appointment to Main Street Advisory Board.

CITY BOARDS, COMMISSIONS, & COMMITTEES

MAIN STREET ADVISORY BOARD

The Main Street Advisory Board assists in the economic revitalization and promotion of downtown Marshall. This is a thirteen-member board, representing public and private sector interests. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Joseph Filippazo, Karen Bickerdike, Deb Parker, Lucy Golladay, Cheryel Carpenter, Zelina Wright, Stephanie Rhodes, Jay Caricker and Jeanette Krohn. The staff member who works with this board is Véronique Ramirez, Main Street Manager. Questions may be directed to Ms. Ramirez at 903-702-7777 or at ramirez.veronique@marshalltexas.net

It is recommended that Mary Lynne O'Neal be appointed as new members on this board.



EST. 1982

MARSHALL, TEXAS MAIN STREET ADVISORY BOARD APPLICATION

The Main Street Advisory Board is a volunteer, working board appointed by the City of Marshall with final approval by City Council with a term of service of three years. The board meets at 8:30 a.m. on the third Wednesday of each month, and committees meet at various times as needed. The Advisory Board discusses and determines projects, fund raising, design review and business support and volunteer recruitment. Each board member must serve on at least one of the following committees: Economic, Promotion, Design, and Organization. Each board member must be able and willing to commit 2 to 4 hours of their time each month and more time during events when needed.

Name: Mary Lynne O'Neal Phone: 903-926-0625

Address: 103 E Merritt, Marshall, TX 75670

Employer: 92.3 The Depot Title: Account Executive / Afternoon DJ

Work Address: 306 N. Washington Work Phone: 903-923-9292

Email Address: MaryLynne.Oreal@gmail.com

(All notices and correspondence are done by email. Please list an account that you check regularly.)

City resident? ☒ Yes ☐ No If no, do you reside within the Marshall school district?
☐ Yes ☐ No

Educational Background: B.S. Mass Communication, Belmont University

Past Experience on Boards or Commissions (Check all that apply.):

☐ Planning and Zoning	☐ Main Street Board
☐ Board of Adjustments	☐ Parks Board
☐ Museum Board	☐ Citizens Advisory Committee
☐ Economic Development	☐ Other _____

If board experience was for a city other than Marshall, please explain below:

N/A

Why do you want to serve on the Main Street Advisory Board?

I love working downtown and seeing new growth and all of the potential we have down here. I am from Marshall, born + raised, and I would love to be apart of all the wonderful opportunities to help breathe new life into such a historic downtown like ours.

What qualifications or talents would you bring to the Main Street Advisory Board?

I love connecting with people who all share the same goal. I am very creative with a background in marketing and promotion.

Do you have any business or personal relationships with the City of Marshall, Marshall EDC or Marshall Main Street that would affect your ability to have impartial judgment in Main Street matters? If yes, please explain. No

Are you currently or have you ever been convicted of a felony crime? ☒ No ☐ Yes
If yes, please explain. _____

On which of the following committees would you be interested in serving? Please see attached flyer for committee duties and more information. (Marshall EDC board serves as Economic Restructuring Committee.)

☐ Organization Committee ☒ Design Committee
☒ Promotion Committee ☐ Economic Committee

AUTHORIZATION AND RELEASE

I hereby request consideration for appointment to the Marshall Main Street Advisory Board. I affirm that all information contained in this application is true and complete and that any misrepresentation, falsification, or omission shall be cause for relinquishing my role as a volunteer for the Marshall Main Street Program.

x 
Applicant Signature

6/11/21
Date

Return to Main Street Manager:

Veronique Ramirez

211 N. Washington Avenue

Marshall, TX 75670

Email: Ramirez.Veronique@marshalltexas.net

ITEM 9

CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 10A

EXECUTIVE SESSION

**AN EXECUTIVE SESSION PURSUANT TO
THE OPEN MEETINGS ACT, CHAPTER
551 OF THE TEXAS GOVERNMENT
CODE UNDER SECTION 551.074
PERSONNEL MATTERS: ANNUAL
EVALUATION OF CITY MANAGER**

ITEM 11

ADJOURNMENT

Mobilize Marshall

Short Term (1 - 3 years)

Improve Economic Development (6)

1. Establish funding & support for City of Marshall retail economic development office
2. Work closely with MEDCO to promote economic development
 - A. Participate in retention & expansion program led by MEDCO
 - B. Promote business development in all areas of the City
 - C. Develop film/movie industry possibilities in area
 - D. Develop land use and infrastructure plan for future Highway 369 improvements
 - E. Develop private/public partnerships, including the leveraging of institutions of high learning
3. Implement “Cradle of Entrepreneurship” Program
4. Establish alternatives for senior housing (full spectrum)
5. Explore all grant opportunities to assist in economic development
6. Annex areas that make good business sense for the City
7. Implement plan to reduce building vacancies
8. Leverage ETCOG grant for broadband
9. Expand hospital services
10. Expand restaurant opportunities

Quality of Life (6)

1. Increase investment in existing parks (especially Airport Park)
2. Develop trails & bikeways system
3. Explore parks & recreation programming
 - A. Explore an active youth center
 - B. Partnership with Boys & Girls Club
 - C. Explore health & wellness center
4. Construct a splash pad
5. Examine the need for additional parks (expand locations & areas)
6. Establish wayfinding & general signage plan
7. Facilitate affordable housing & assistance for improving properties
8. Add picnic tables to park areas

Mobilize Marshall

Infrastructure Improvements (6)

1. Develop comprehensive plan for roadway and drainage improvements
2. Adequately fund roadway and drainage on an annual basis
3. Cleanup & develop creek areas

Enhance Appearance (6)

1. Increased code enforcement/Monthly report from Municipal Court activity and Community Service programs
2. Address derelict buildings
3. Establish neighborhood redevelopment program (partner with churches & local service organizations)
4. Implement anti-littering campaign
5. Improved curb appeal for entire City
6. Establish gateway signage

Downtown Redevelopment (5)

1. Make downtown a destination
2. Develop and implement Phase 1 of Downtown Redevelopment Plan with design review standards
3. T.I.F. (Tax increment financing) created before Phase 1 of Redevelopment Plan is implemented
4. Establish Historic Preservation Ethic
5. Leverage & support museums
6. Explore the opportunity for a Cultural Arts District
7. Additional festivals/programs
8. Pass a food truck ordinance

Utility Infrastructure (5)

1. Create comprehensive capital improvement plan for water and sewer utilities
2. Adequately fund water and sewer system improvements on an annual basis

Mobilize Marshall

Mid-Term (3 - 5 years)

Revenue Enhancements (1)

1. Comprehensive study of 10 similar cities to determine new revenue sources

Sports Authority Development (1)

1. Utilize sport facilities to create tournaments and develop recreational tourism under the authority of a sports authority

Long-Term (5 - 10 years)

Public Safety (0)

1. Fund neighborhood policing officers as part of the neighborhood redevelopment plan
2. Implement Fire Department accreditation
3. Replace existing and add additional street lights
4. Improve public safety in school zones (Wiley, ETBU, etc.)

City Facilities (0)

1. Create improvement plan to get all City facilities to an acceptable level
2. Establish sinking fund in budget to allow for annual building improvements to prevent borrowing money for repairs

*Parenthetical number reflects commissioner votes for category. Please note one commissioner was not able to participate in the Mobilize Marshall process.