CITY OF MARSHALL, TEXAS
REGULAR CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, OCTOBER 24, 2019, 6:00 P.M.

****
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**
   Page 1

2. **INVOCATION AND PLEDGES**
   Page 2

3. **CITIZEN COMMENTS**

   House Bill 2840 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 the agenda. Those who wish to speak will have three minutes to do so unless additional time has been requested.
   Page 3

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 **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**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

5. **CONSENT AGENDA**

The items on the Consent Agenda require little or no deliberation by the Commission. 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 Commissioner 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 26, 2019 Regular meeting and the October 3, 2019 Special-Called meeting.
Page 5

B. Report regarding the status of the Memorial City Hall renovation project. (City Manager)
Page 14

C. Monthly financial report. (Finance Director)
Page 20

D. Code Enforcement Report. (Director of Community & Economic Development)
Page 24

E. Street Sweeping Activity Report. (Public Works Director)
Page 26

F. Municipal Court Activity Report (Finance Director)
Page 32

G. Consider approval of an amendment to the Municipal Maintenance Agreement with the Texas Department of Transportation for mowing services. (Public Works Director)
Page 34

H. Consider approval of an Interlocal Agreement with Harrison County for Public Library Services. (City Manager)
Page 41

I. Consider approval of an Interlocal Agreement with Harrison County for Ambulance/Rescue Services. (City Manager)
Page 45

J. Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Director of Community & Economic Development)
Page 50

K. Consider approval of an Interlocal Agreement with Harrison County for Inmate Services. (City Manager)
Page 56

6. **PUBLIC HEARING & ORDINANCE**

A. Conduct a public hearing and consider approval for a Special Use Permit request for a lounge at 1207 East Grand Avenue. Generally located north of the intersection of East Grand Avenue and Hood Street. (Director of Community & Economic Development)
Page 61

7. **RESOLUTION**

A. Consider approval of a Resolution to cast votes for the Harrison Central Appraisal District Board of Directors. (City Manager)
Page 70

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

A. Consider approval of a request to enter into a contract with NewGen Strategies and Solutions for the purpose of performing a Water\Wastewater Revenue Sufficiency and Rate Design Study. (Public Works Director)
Page 73

B. Consider approval of a lease agreement with American Tower for a tower located at 303 W. Burleson Street and authorize the City Manager to execute agreement. (Director of Community & Economic Development)
Page 84

C. Consider approval of a policy to distribute HOT Funds Grants. (Director of Tourism/Cultural Arts)
Page 115

D. Consider approval of a signed letter of intent authorizing the purchase of a 2020 Frazer Ambulance and related equipment. (Fire Chief)
Page 126

E. Reconsider approval of inscription of dedication plaque for Memorial City Hall. (City Manager)
Page 140

F. Consider November 7th and November 21st as alternate dates for City Commission Meetings in November. (City Manager)
Page 143

9. **<u>CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA</u>**
Page 145

10. **<u>ADJOURNMENT</u>**
Page 146

Posted: October 21, 2019
5:00 p.m.
Y. Graham

This meeting will be conducted in accordance with the Americans with Disabilities Act. The facility is wheelchair accessible and disabled parking is available. Requests for sign interpretive services will be available with at least 48-hour notice prior to the meeting. To make arrangements for these services, please call Elaine Altman at 903-935-4519.

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 26, 2019 REGULAR MEETING AND THE OCTOBER 3, 2019 SPECIAL-CALLED MEETING.

MINUTES OF THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF MARSHALL THURSDAY, SEPTEMBER 26, 2019 6:00 PM

Mayor Terri Brown called the Regular meeting to order in the Commission Chambers, City Hall at 6:00 p.m.

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:
Marvin Bonner, District 1
Amy Ware, District 4
Vernia Calhoun, District 5
Larry Hurta, District 6
Doug Lewis, District 7

ABSENT: Gail Beil, District 2

ADMINISTRATIVE STAFF PRESENT:
Mark Rohr, City Manager
Reggie Cooper, Fire Chief
Scott Rectenwald, Acting City Attorney
Cliff Carruth, Police Chief
Elaine Altman, City Secretary/Finance Director
Randy Pritchard, Support Services Superintendant
Wes Morrison, Community & Economic Development Director
Mallori James, Tourism & Cultural Arts Director
Jack Redmon, Support Services Director
Eric Powell, Public Works Director

INVOCATION & PLEDGE: Commissioner Calhoun & Daniel Bautista, 8th grade student at Marshall Junior High School and Abigail Bautista, 5th grade student at William B. Travis Elementary School

256. **CITIZEN COMMENTS**

Randy Cox, 3968 FM 3379, spoke regarding the proposed food ordinance. He agreed with the changes made for catering services but recommended additional changes for food truck operating times and downtown parking.

Chris Bisset, 1911 Gail Dr., spoke regarding the proposed food ordinance. He expressed a need for more changes and a desire for better communication between food establishments and food truck owners.

Steve Bisset, 211 Delores, spoke regarding the proposed food ordinance and stated the food truck industry is a new culture that will attract more business to the area.

Kenneth Moon, 2500 University, spoke in opposition of closing the 700 Block of Wiley Avenue.

Randall Wiler, 718 Munden Dance Hall, spoke regarding the proposed food truck ordinance and expressed a desire for better communication between all parties involved.

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

Item D was withdrawn from the Consent Agenda.

258. **CONSENT AGENDA**

Commissioner Lewis made a motion to approve the Consent Agenda. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

A. Consider approval of the minutes from the September 9, 2019 Special-Called meeting and the September 12, 2019 Regular meeting.

B. Report regarding the status of the Memorial City Hall renovation project.

C. Monthly financial report.

PRESENTATIONS

259. PRESENTATION OF A RETIREMENT PLAQUE TO HATTIE COOKS FOR HER YEARS OF SERVICE TO THE CITY OF MARSHALL.

Mayor Brown presented a retirement plaque to Hattie Cooks and thanked her for her years of service to the City of Marshall.

260. PRESENTATION OF A PROCLAMATION ANNOUNCING AND RECOGNIZING THE KEEP MARSHALL BEAUTIFUL FALL SWEEP EVENT.

Mayor Brown presented a proclamation to Mallori James, Tourism & Cultural Arts Director, announcing and recognizing the Keep Marshall Beautiful Fall Sweep event.

261. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF OCTOBER AS "DOMESTIC VIOLENCE AWARENESS MONTH".

Mayor Brown presented a proclamation declaring the month of October as "Domestic Violence Awareness Month" to Heather Miller, a representative from the Women's Center of East Texas.

ORDINANCE

262. CONSIDER APPROVAL OF AN ORDINANCE AMENDING CHAPTER 13A OF THE CODE OF ORDINANCES ENTITLED "FOOD AND FOOD ESTABLISHMENTS".

Mark Rohr, City Manager, spoke in response to queries made by food truck owners.

Wes Morrison, Community & Economic Development Director, highlighted changes made to this ordinance and asked for approval.

Commissioners asked questions and discussed.

Commissioner Hurta made a motion to pass the above ordinance after making one additional amendment. He requested a reduction in location requirements from 50 feet to 24 feet from the property line of fixed-location food service establishments. Commissioner Bonner seconded the motion, which passed with the following vote:

Ayes: 4, Mayor Brown, Commissioners Hurta, Bonner and Lewis
Nays: 1, Commissioner Ware

Abstain: 1, Commissioner Calhoun

SECOND READING OF ORDINANCE

263. CONSIDER APPROVAL OF AN ORDINANCE TO ADOPT THE ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS FOR THE 2020 FISCAL YEAR.

Mark Rohr stated there were no changes to this ordinance.

Commissioner Lewis made a motion to approve an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2020 fiscal year. Commissioner Ware seconded the motion, which passed with the following vote:

Ayes: 5, Mayor Brown, Commissioners Lewis, Ware, Bonner and Hurta
Nays: 0
Abstain: 1, Commissioner Calhoun

264. CONSIDER APPROVAL OF AN ORDINANCE AFFIXING AND LEVYING 2019 AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF MARSHALL FOR THE 2020 FISCAL YEAR AT A RATE OF $0.542160 PER $100 OF PROPERTY VALUE, *WHICH IS EFFECTIVELY A 5.05 PERCENT INCREASE IN THE TAX RATE.* **THE TAX RATE OF $0.542160 WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

Mark Rohr stated there were no changes to this ordinance.

Commissioner Hurta moved that the property tax rate be increased by the adoption of a tax rate of $0.542160, which is effectively a 5.05 percent increase in the tax rate. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

265. CONSIDER APPOINTMENT OF A MUNICIPAL PROSECUTOR AND APPROVAL OF A CONTRACT FOR MUNICIPAL PROSECUTOR LEGAL SERVICES.

Mark Rohr presented a contract for Municipal Prosecutor Legal Services and asked for approval to appoint Madison Hood as the Municipal Prosecutor.

Commissioner Hurta made a motion to approve a contract for Municipal Prosecutor Legal Services with Madison Hood as the appointed Municipal Prosecutor. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

266. CONSIDER APPROVAL OF INSCRIPTION OF A DEDICATION PLAQUE FOR MEMORIAL CITY HALL.

Mark Rohr provided information regarding the dedication plaque.

Jack Redmon, Support Services Director, asked for approval of the inscription of a dedication plaque for Memorial City Hall. He thanked Steve and Penny Carlile for their hard work researching and working with staff to collect and prepare the history for this plaque.

Commissioner Lewis made a motion to approve the inscription of a dedication plaque for Memorial City Hall.

Commissioners asked questions and discussed.

Commissioner Hurta seconded the motion, which passed with a vote of 6:0.

267. CONSIDER APPROVAL OF CHANGE ORDER #12 (ELEMENT #25) TO A CONTRACT WITH STILES ELECTRIC, INC. FOR THE MEMORIAL CITY HALL RENOVATION PROJECT.

Jack Redmon asked for approval of Change Order #12 (Element #25) to a contract with Stiles Electric, Inc. at a cost of $750 to install a dedicated 120V circuit for an elevator breaker.

Commissioners asked questions and discussed.

Commissioner Lewis made a motion to approve Change Order #12 (Element #25) to a contract with Stiles Electric, Inc. at a cost of $750 to install a dedicated 120V circuit for an elevator breaker. Mayor Brown seconded the motion, which passed with a vote of 6:0.

268. CONSIDER APPROVAL OF CHANGE ORDER #1 (ELEMENT #28) FOR FIRETROL PROTECTION SYSTEMS FOR THE MEMORIAL CITY HALL RENOVATION PROJECT.

Jack Redmon asked for approval of Change Order #1 (Element #28) at a cost of $1,164 to Firetrol Protection Systems for design, materials, and equipment and installation labor for the fire alarm system elevator shunt trip breaker connections.

Commissioner Calhoun made a motion to approve Change Order #1 (Element #28) at a cost of $1,164 to Firetrol Protection Systems for design, materials, and equipment and installation labor for the fire alarm system elevator shunt trip breaker connections. Commissioner Ware seconded the motion, which passed with a vote of 6:0.

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

D. Consider approval of a Resolution for closure of the 700 Block of Wiley Avenue.

Commissioners asked questions and discussed.

Mark Rohr reminded the Commission this item was previously approved.

Cliff Carruth, Police Chief, provided information regarding this item.

Commissioner Hurta made a motion to approve Item D of the Consent Agenda. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

270. **ADJOURNMENT**

Commissioner Lewis made a motion for adjournment. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

APPROVED:

____
Mayor of the City Commission
of the City of Marshall, Texas

ATTEST:

____
City Secretary

Ordinances:	**O-19-19**
	O-19-20
	O-19-21
Resolution:	**R-19-24**

MINUTES OF THE SPECIAL-CALLED MEETING OF THE CITY COMMISSION OF THE CITY OF MARSHALL THURSDAY, OCTOBER 3, 2019 6:00 PM

Mayor Terri Brown called the Special-Called meeting to order in the Commission Chambers, City Hall at 6:00 p.m.

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:
Marvin Bonner, District 1 | Amy Ware, District 4
Vernia Calhoun, District 5 | Larry Hurta, District 6

ABSENT: Gail Beil, District 2 | Doug Lewis, District 7

ADMINISTRATIVE STAFF PRESENT:
Mark Rohr, City Manager | Reggie Cooper, Fire Chief
Scott Rectenwald, Acting City Attorney | Cliff Carruth, Police Chief
Jack Redmon, Support Services Director
Randy Pritchard, Support Services Superintendant
Wes Morrison, Community & Economic Development Director
Elaine Altman, City Secretary/Finance Director
Eric Powell, Public Works Director

INVOCATION & PLEDGE: Commissioner Hurta & Mayor Brown

271. **CITIZEN COMMENTS**

Leo Morris, 505 S. Carter, stated Memorial City Hall is looking good however, he is disappointed with the lack of diversity in the selected entertainers.

Randy Cox, 3968 FM 3379, expressed his frustration with, what he feels is, a lack of communication and the passing of a food establishment & food truck ordinance that still requires some amending.

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

There were no items withdrawn from the Consent Agenda.

273. **CONSENT AGENDA**

Commissioner Calhoun made a motion to approve the Consent Agenda. Commissioner Hurta seconded the motion, which passed with a vote of 5:0.

A. Report regarding the status of the Memorial City Hall renovation project.

SECOND READING OF ORDINANCE

274. CONSIDER APPROVAL OF AN ORDINANCE AMENDING CHAPTER 13A OF THE CODE OF ORDINANCES ENTITLED "FOOD AND FOOD ESTABLISHMENTS".

Wes Morrison, Community & Economic Development Director, highlighted the changes made to this ordinance from the previous meeting and asked for approval from the Commission.

Commissioner Calhoun made a motion to approve an ordinance amending Chapter 13A of the Code of Ordinances entitled "Food and Food Establishments". Commissioner Hurta seconded the motion, which passed with a vote of 5:0.

RESOLUTION

275. CONSIDER APPROVAL OF A RESOLUTION REGARDING NOMINATIONS FOR DIRECTORS OF THE HARRISON CENTRAL APPRAISAL DISTRICT.

Mark Rohr, City Manager, explained this resolution allows the City to nominate up to five individuals for the Harrison Central Appraisal District Board of Directors.

Mayor Brown made a motion to approve a resolution regarding nominations for directors of the Harrison Central Appraisal District. Commissioner Calhoun seconded the motion, which passed with a vote of 5:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

276. PRESENTATION OF THE SEMI-ANNUAL REPORT BY THE MARSHALL ECONOMIC DEVELOPMENT CORPORATION.

Donna Maisel, Executive Director of MEDCO, presented the semi-annual report for Marshall Economic Development Corporation.

Commissioners asked questions and discussed.

277. CONSIDER AUTHORIZING CITY STAFF TO ADVERTISE A REQUEST FOR QUALIFICATIONS REGARDING THE SALE OF SURPLUS PROPERTY.

Wes Morrison stated staff has advertised the sale of surplus property through a silent bid process on several occasions with no successful bidders for properties known as the Visual Arts Center and the City Hall Annex. He asked for approval to advertise a request for qualifications (RFQ) to engage the services of a professional real estate broker.

Commissioner Hurta made a motion to approve advertising a request for qualification (RFQ) to engage the services of a real estate agent. Commissioner Ware seconded the motion, which passed with a vote of 5:0.

278. CONSIDER APPROVAL OF CHANGE ORDER #2 (ELEMENT #16) TO A CONTRACT WITH CASEY SLONE CONSTRUCTION FOR THE MEMORIAL CITY HALL RENOVATION PROJECT.

Jack Redmon, Support Services Director, asked for approval of Change Order #2 (Element #16) to a contract with Casey Slone Construction at a cost of $1,170 to level the floors.

Commissioners asked questions and discussed.

Commissioner Hurta made a motion to approve Change Order #2 (Element #16) to a contract with Casey Slone Construction at a cost of $1,170 to level the floors. Commissioner Bonner seconded the motion, which passed with a vote of 5:0.

279. CONSIDER APPROVAL OF CHANGE ORDER #4 (ELEMENT #23) TO A CONTRACT WITH SCHINDLER ELEVATOR CORPORATION FOR THE MEMORIAL CITY HALL RENOVATION PROJECT.

Jack Redmon asked for approval of Change Order #4 (Element #23) to a contract with Schindler Elevator Corporation. He stated this is to move the elevator to complete the punch list we were given.

Commissioners asked questions and discussed.

Commissioner Calhoun made a motion to approve Change Order #4 (Element #23) to a contract with Schindler Elevator Corporation. Mayor Brown seconded the motion, which passed with a vote of 5:0.

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

There were no items withdrawn from the Consent Agenda.

281. **ADJOURNMENT**

Commissioner Calhoun made a motion for adjournment. Commissioner Ware seconded the motion, which passed with a vote of 5:0.

APPROVED:

____
Mayor of the City Commission
of the City of Marshall, Texas

ATTEST:

____
City Secretary

Ordinance: O-19-21
Resolution: R-19-25

Work Session on City Infrastructure

ITEM 5B

CONSENT AGENDA

REPORT REGARDING THE STATUS OF THE MEMORIAL CITY HALL RENOVATION PROJECT

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 18, 2019

Subject: Report on the Status of the Memorial City Hall Renovation Project

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This report is being provided to update the Commission on various aspects of the Memorial City Hall renovation project.

Financial Report
A financial report regarding Memorial City Hall is attached.

Construction Update
A report regarding project construction is attached.

Fundraising
Fundraising efforts total $279,825 in donations, pledges, and gifts as of this date for Memorial City Hall recognition plaques.

Fundraising efforts for MCH benches total $8,050 for the sale of 23 benches.

On October 13, 2019, a successful special preview event was held at the Memorial City Hall Performance Center giving donors to the fundraising efforts a chance to view the venue before the first season performance scheduled for October 26th.

Weekly Meetings
Planning and coordination meetings continue weekly on the Memorial City Hall Renovation project. These meetings give City staff, architect, and construction superintendent the opportunity to discuss project schedules and address any issues that may arise.

FUND 75 -- MEMORIAL CITY HALL

As of 9/30/19
including additional expenses

Income:	
Interest Income	80,129.73
Bond Proceeds (4,953,000-110,587.94 Cost)	4,842,412.06
Revenue Performance Bond	41,385.03
Asap Grant	36,000.00
Harrison County Historical Museum	39,000.00
Sale of Benches	7,700.00
Total - Income	5,046,626.82
Expenses:	
Payroll Cost	-433,459.77
Telephone-Cellular	-4,695.60
(a) Other Supplies	-96,823.70
(b) Small Tools & Equip	-80,854.71
(c)Professional Fees	-605,031.81
(d) Advertising	-3,713.41
(e) Contracted Services	-259,536.74
(f) Rentals	-373,888.84
(g) Building Improvements	-2,825,607.04
(h) Miscellaneous	-454,184.84
(i) Other Machinery & Equipment	-12,859.70
(j) Improvements	-48,640.11
(k) Improvements-Data Processing	-37,053.04
(l) Furniture & Fixtures	-10,618.44
(m) Printing & Reproduction	-1,628.60
(n) Fuel, Oil, & Lube for Forklift	-2,489.30
Cost of Benches	-12,600.00
Total - Expenses	-5,263,685.65
Fund 75 Balance	-217,058.83
General Fund Reserves ($250,000.00 - 37,547.47)	212,452.53
Donations	238,683.00
Outstanding Contracts	-299,408.77
Outstanding other Costs*	-110,750.00
Updated by J. Redman 09/20/19	
Subtotal	-176,082.07
* Projected Additional Revenue	
Sale of Rooms	159,900.00
Sale of Additional Benches	16,800.00
	176,700.00
Grand Total	617.93

FUND 75 -- MEMORIAL CITY HALL

Revenue and Expenses September, 2019

Income:	
Donations	1,900.00
Interest	63.68
Total - Income	1,963.68
Expenses:	
Payroll Cost	3,813.43
Telephone-Cellular	79.61
(a) Other Supplies	1,404.39
(b) Small Tools & Equip	115.24
(c)Professional Fees	
(d) Advertising	100.84
(e) Contracted Services	3,733.60
(f) Rentals	10,845.76
(g) Building Improvements	82,945.83
(h) Miscellaneous	40,061.74
(i) Other Machinery and Equipment	
(j) Improvements	
(k) Improvements-Data Processing	
(l) Furniture and Fixtures	1,983.06
(m) Printing and Reproduction	
(n) Fuel, Oil, & Lube for Forklift	20.15
Total - Expenses	145,103.65

includes expenses after previous 07/31/2019 report

(a) Other Supplies

Sherwin Williams	1,076.15
Lowe's	307.03
Cassity Jones Lumber Co	21.21
Total Other Supplies	1,404.39

(b) Small Tools & Equip

Fastenal Company	68.29
Lowe's	19.98
Cassity Jones Lumber Co	26.97
Total Small Tools & Equip	115.24

(c) Professional Fees

	0.00
Total Professional Fees	

(d) Advertising

Web Network Solutions	87.94
Wix	12.90
Total Advertising	100.84

(e) Contracted Services

Harrison County	3,733.60
Total Contracted Services	3,733.60

(f) Rentals

A-1 Rent All	53.76
East TX Septic Tank & Grease	780.00
AP Equipment & Rental	602.00
Ronnie's Wrecker Service	1,600.00
Champs's Scaffold Co., Inc.	7,810.00
Total Rentals	10,845.76

(g) Building Improvements

Slone Construction	25,066.54
Sherwin Williams	2,736.94
Cassity Jones Lumber Co	2,053.00
Lowe's	1,678.11
Home Depot	85.19
Skinners's Quality Painting	6,992.00
Andrew David Skinner	17,344.00
Trublue Av, LLC	6,053.24
Wholesale Electric	167.74
Mcnatt Lumber	108.00
Tackett Building Specialties, Inc	7,110.75
Stiles Electric, Inc.	10,724.07
Fire Sprinkler Services, LLC	2,826.25
Total Building Improvements	82,945.83

(h) Miscellaneous

Food for Inmates-Various Vendors	695.24
Joseph Lynn Cherry	8,294.00
Christopher Lee Jones	125.00
Gumersindo Mollindo	16,075.00
Jose L Hernandez	14,800.00
Holcomb Communications	72.50
Total Miscellaneous	40,061.74

(i) Other Machinery & Equipment

	0.00
Total Furniture & Fixtures	0.00

(j) Improvements

Total Furniture & Fixtures	0.00

(k) Improvements Data Processing

Total Improvements Data Processing	0.00

(l) Furniture & Fixtures

Muse Work, LLC	1,500.00
GIH Global Industrial	483.06
Total Furniture & Fixtures	1,983.06

(n) Fuel, Oil, & Lube for Forklift

Various Vendors	20.15
Total Fuel , Oil, & Lube	20.15

October 18, 2019

To: Marshall City Commission

From: Jack Redmon
Director of Support Services

RE: Memorial City Hall Update

Work is moving forward on our Memorial City Hall project with the following elements listed below finished or in progress:

- Stainless steel in kitchen
- Touch up painting
- Plumbing in kitchen
- Glenn’s office needs carpet and furnishings
- First performance October 26th

ITEM 5C

CONSENT AGENDA

MONTHLY FINANCIAL REPORT

M E M O R A N D U M

To: Mark Rohr, City Manager

From: Elaine Altman, Finance Director

Date: October 17, 2019

Subject: September Revenue and Expense Report Summaries – General Fund and Water and Sewer Enterprise Fund

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Attached is the Revenue and Expense Report Summaries for September. 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. On average, a department will expend approximately 8.33% of its budget on a monthly basis and this can be used as a benchmark when reviewing this report.

CITY OF MARSHALL
REV/EXP/BUD - SHORT REPORT - NEW
PERIOD ENDING: SEPTEMBER 2019

GENERAL FUND	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	9/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED	REMAINING BUDGET
REVENUES:								
TAXES	570,652	8,140,580	7,952,568	12,218,368	12,218,368	9,163,776	66.63	4,077,788
LICENSES & PERMITS	14,209	147,508	122,398	195,000	195,000	146,250	75.65	47,492
INTERGOVERNMENTAL REVENUE	9,686	104,595	98,667	146,235	146,235	109,676	71.53	41,640
FEES	508,029	3,611,390	3,341,960	5,457,022	5,457,022	4,092,767	66.18	1,845,632
FINES & FORFEITURES	21,025	490,262	750,933	625,000	625,000	468,750	78.44	134,738
MISCELLANEOUS REVENUE	36,353	1,681,841	1,033,576	1,941,922	1,941,922	1,456,442	86.61	260,081
TOTAL GENERAL FUND REVENUE	**1,159,954**	**14,176,177**	**13,300,101**	**20,583,547**	**20,583,547**	**15,437,660**	**68.87**	**6,407,370**
EXPENSES:								
GENERAL GOVERNMENT	34,037	335,692	296,399	508,624	508,624	381,468	66.00	172,932
FINANCE	39,841	388,968	409,741	569,889	569,889	427,417	68.25	180,921
POLICE	505,453	4,189,187	3,404,373	4,975,443	4,975,443	3,731,582	84.20	786,256
FIRE	278,043	3,049,135	3,046,767	4,085,109	4,085,109	3,063,832	74.64	1,035,974
PUBLIC SERVICES	320,999	3,520,181	2,258,723	4,834,215	4,834,215	3,625,661	72.82	1,314,034
PLANNING	28,580	298,003	380,203	454,378	454,378	340,784	65.59	156,375
SUPPORT SERVICES	123,000	1,126,496	1,183,477	1,633,477	1,633,477	1,225,108	68.96	506,981
TOURISM & PROMOTIONS	28,862	291,712	414,412	455,445	455,445	341,584	64.05	163,733
PARKS & RECREATION	52,123	549,156	653,961	743,970	743,970	557,978	73.81	194,814
NON DEPARTMENTAL	139,103	1,543,202	1,434,009	2,019,510	2,019,510	1,514,633	76.42	476,308
APPRAISAL DISTRICT	23,372	93,487	97,910	93,487	93,487	70,115	100.00	0
CAPITAL OUTLAY	0	55,758	23,357	210,000	210,000	157,500	26.55	154,242
TOTAL GENERAL FUND EXPENSES	**1,573,413**	**15,440,978**	**13,603,332**	**20,583,547**	**20,583,547**	**15,437,660**	**75.02**	**5,142,569**
TOTAL GENERAL FUND	**(413,459)**	**(1,264,801)**	**(303,231)**	**0**	**0**	**0**		

CITY OF MARSHALL
REV/EXP/BUD - SHORT REPORT - NEW
PERIOD ENDING: SEPTEMBER 2019

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	9/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED	REMAINING BUDGET
WATER & SEWER ENTERPRISE FUND								
REVENUES:								
PERMITS & FEES		8,889	10,772	15,200	15,200	11,400	58.48	6,312
WATER & SEWER CHARGES	819,254	7,235,779	7,552,362	10,447,560	10,447,560	7,835,670	69.26	3,211,781
MISCELLANEOUS REVENUES	4,701	54,766	37,382	63,000	63,000	47,250	86.93	8,234
TOTAL W&S REVENUE	**823,954**	**7,299,434**	**7,600,516**	**10,525,760**	**10,525,760**	**7,894,320**	**69.35**	**3,226,326**
EXPENSES:								
ADMINISTRATION	30,146	209,441	231,726	387,060	387,060	290,295	54.11	177,619
WATER PRODUCTION	83,608	1,087,480	938,984	1,280,162	1,280,162	960,122	84.95	192,682
DISTRIBUTION/COLLECTION	107,838	962,207	1,390,792	2,114,839	2,114,839	1,586,129	45.50	1,152,632
WASTEWATER TREATMENT	88,681	1,012,896	1,122,740	1,324,407	1,324,407	993,305	76.48	311,511
WATER BILLING	33,546	341,964	361,945	522,959	522,959	392,219	65.39	180,995
ENGINEERING	4,330	43,418	44,137	61,503	61,503	46,127	70.60	18,085
NON DEPARTMENTAL	64,610	759,071	684,276	936,501	936,501	702,376	81.05	177,430
INTERFUND TRANSFERS	0	3,584,107	3,507,854	3,898,329	3,898,329	2,923,747	91.94	314,222
TOTAL W&S EXPENSES	**412,759**	**8,000,586**	**8,282,454**	**10,525,760**	**10,525,760**	**7,894,320**	**76.01**	**2,525,174**
TOTAL WATER & SEWER FUND	**411,195**	**(701,152)**	**(681,938)**	**0**	**0**	**0**		

ITEM 5D

CONSENT AGENDA

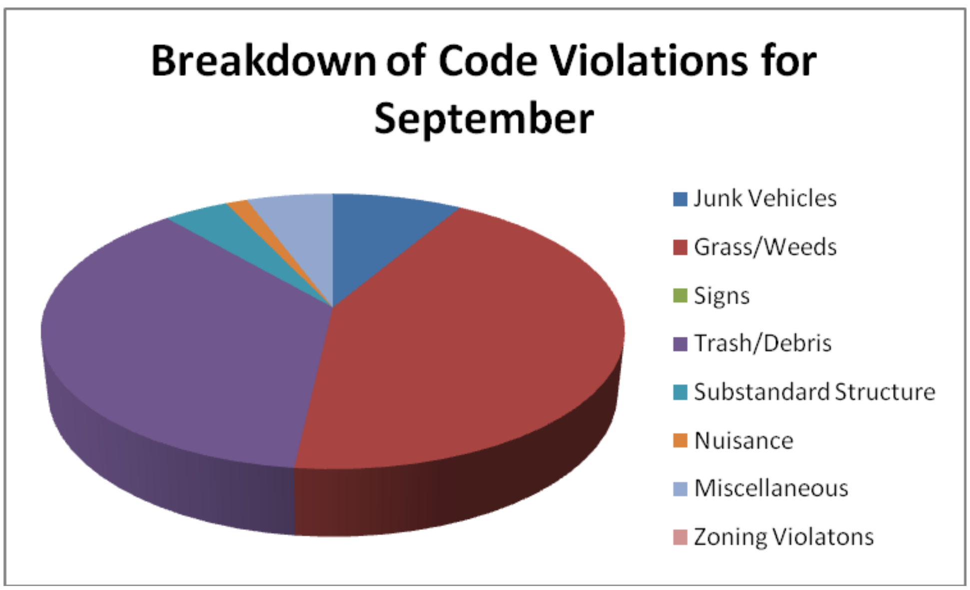
CODE ENFORCEMENT REPORT

September 2019

Code Enforcement

Case Volume

	September 2019	August 2019	September 2018
Cases Opened	142	235	300
Property Owner Abatement	27	83	152
Citations Issued	0	0	0
City Abatement	0	0	10
Unresolved Cases	115	152	135
Door Tags Issued	22	23	143



Substandard Buildings/City Abatement Report:

# of Substandard Properties Identified	# Substandard Buildings Demolished by Property Owner	# Substandard Buildings Demolished by City	# of City Abatement Invoices
6	0	0	0

ITEM 5E

CONSENT AGENDA

STREET SWEEPING ACTIVITY REPORT

City of MARSHALL TEXAS

TO: Members of the City Commission

FROM: Eric Powell, PE
Director of Public Works

DATE: October 17, 2019

SUBJECT: Street Sweeping Report

As requested, a report regarding street sweeping for 2019 is attached for review by the City Commission. This first report covers the period of January 1st through September 30th, and includes the street name and number of times the street has been swept. We will continue to provide this report to the Commission on a monthly basis.

2019 STREET SWEEPING REPORT

(January 1, 2019 - September 30, 2019)

STREET NAME	NUMBER OF TIMES SWEPT
Acadia St.	5
Alamo Blvd.	1
Albemarle Rd.	5
S. Allen Blvd.	4
N. Allen Blvd.	3
Ambassador Blvd.	2
Ann Dr.	3
Arlington Rd.	4
Austin St. (Downtown)	57
Barry Dr.	1
Bel Air Dr.	4
Bell St.	1
Belmont Dr.	1
Bergstrom Place	4
N. Bolivar St. (Downtown)	57
N. Bolivar St. (Bridge)	1
S. Bolivar St.	3
Bomar St.	2
Brassell Dr.	1
Bridle Path	2
Briarwood Dr.	3
Buena Vista Dr.	3
Burleson St. (Downtown)	57
Caddo St.	1
Calvert St.	1
Carolanne St.	3
Carter St.	3
Carters Ferry Rd.	5
Cedarcrest Dr.	1
Cherrywood Circle	5
City Hall	1
College St.	2
S. Columbus St.	2
Country Club Dr.	2
Courthouse Square (Houston St.)	57

Crestwood Dr.	1
Eastmoor Dr.	1
Elmwood St.	4
Emory St.	5
Enfield	1
Fernbrook Terrace	1
Fisher Dr.	3
Fitzgerald St.	4
Forest Trail	1
N. Franklin St.	2
Fulton St.	1
Gail Circle	1
Gail Dr.	1
Garden Court	4
S. Garrett St.	3
Ginocchio St.	2
N. Grove St.	1
S. Grove St.	2
Guimon Rd.	5
Halbert St.	3
Hanover Terrace	1
Henley Perry Dr.	2
Henry St.	1
Hillcrest Terrace	3
Holland St.	1
Hollis Taylor St.	3
E. Houston St.	2
W. Houston St.	4
Hughes St.	3
Hulane St.	2
Idylwild Terrace	2
Jasper Dr.	3
Jefferson Ave.	3
Johnson St. (S. Garrett to S. Washington)	1
Johnson St.	2
John Reagan	3
Lansdowne St.	4
Laurel Lane	3
Leland St.	1
Linwood Dr.	1
Lynoak St.	5
Madewood Rd.	4

Marshall St.	1
Mary Mack Dr.	4
Meadow St.	1
Memorial Dr.	2
Merritt St.	3
Miller Dr.	1
Mobile St.	4
Molly Maye Dr.	2
Murry St.	3
Norwood St.	1
Oakwood Dr.	2
Palm Plaza	4
Park Dr.	1
Parker St.	1
Park Place	1
Pecan St.	2
Pemberton St.	1
Pine Burr Circle	2
Pine Burr Terrace	1
Pine Cove St.	4
Pinewood Dr.	2
Plantation Lane	2
Poplar St.	2
Rebel Lane	1
Redwood Trail	2
Rosewood Circle	2
Rosborough Springs Rd.	7
E.Rusk St. (Downtown)	57
W. Rusk St.	4
Sallie Sue Dr.	3
Sanford St.	4
Scenic Loop	1
Sedberry (trash at Bus Stop)	3
Shadywood Rd.	4
Sherman Dr.	1
Shirley St.	2
Slone Dr.	3
E. Travis St.	7
Turtle Creek Dr.	1
University Ave.	5
Valerie St.	1
Van Zandt Ave.	2
Victory Dr. (curb along Golf Course)	1
Warren Dr.	2

N. Washington Ave. (Downtown)	57
S. Washington Ave.	1
Washington Place East	4
Washington Place North	4
Washington Place South	4
Waubun St.	3
Waverly St.	3
Wellington St. (Downtown)	57
Wiley Ave.	3
Wildwood Terrace	3
Wingwood St.	3
Woodland Rd.	2
Yates St.	1

ITEM 5F

CONSENT AGENDA

MUNICIPAL COURT ACTIVITY REPORT

10/15/2019

Mark Rohr
City Manager
City of Marshall
P.O. Box 698
401 S. Alamo
Marshall, Texas 75670

Mr. Rohr,

Below is a summary of Marshall Municipal Court activity from **September 1, 2019 thru October 10, 2019**.

131 defendants ordered to court for Show Cause (failure to adhere to previous Judge ordered direction) docket held on **September 19, 2019.**

9 defendants ordered to court for Show Cause docket (Defensive Driving Course) held on **September 19, 2019.**

6 defendants ordered to court for city code violations held on **September 25, 2019.**

5 defendants ordered to court for Juvenile Docket – Show Cause (failure to adhere to previous Judge ordered direction) held on **September 25,2019.**

5 defendants ordered to court for Juvenile Plea docket held on **September 25, 2019**.

17 defendants ordered to court for Adult Plea docket held on **September 25, 2019.**

A docket was set for September in reference to dangerous buildings but had to be rescheduled for October because of conflict with other city staff schedule and inability to be present for the docket. Rescheduled docket to be held on **October 23, 2019**.

The following are pending court dockets and trials:

October 23, 2019 – Dangerous Building Docket

October 30, 2019 – Pre-Trial Docket

November 13, 2019 – Bench Trail

December 4, 2019 – Bench Trial

December 18, 2019 –Jury Trial

Payment receipts to Municipal Court from September 1 ,2019 through October 10, 2019 totaled **$52,484.59.**

Please contact me should you have questions concerning the information provided.

Leland J. Benoit
Municipal Court Administrator
110 S. Bolivar Suite 104-B
City of Marshall, TX

ITEM 5G

CONSENT AGENDA

APPROVAL OF AN AMENDMENT TO THE MUNICIPAL MAINTENANCE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR MOWING SERVICES

TO: Members of the City Commission

FROM: Eric Powell, PE
Director of Public Works

DATE: October 24, 2019

SUBJECT: Consider approval of a Resolution to amend the existing Municipal Maintenance Agreement with the State of Texas for the maintenance, control, supervision, and Regulation of certain state highways and/or portions of state highways in the City of Marshall

---

The local Texas Department of Transportation and the City of Marshall agree to update the original existing Municipal Maintenance Agreement, which was last entered into on July 14, 2016. The original agreement addressed the responsibilities of the city and state with regard to regulation of their highways within our corporate city limits. This amendment establishes the level of monetary reimbursement from TxDOT to the City for the supplemental mowing and litter control for the right-of-way of Highway 59, from Interstate 20 to Loop 390. This will result in a total value of $3,069.00 annually, for a period of five (5) years.

Our basic responsibilities outlined within the agreement are the maintenance of existing lighting on Highway 59, from Interstate 20 northward to Highway 43 North; enforcement of signage, such as speed limit and no parking; enforcement of weight, length, height, width, and weight; preventing encroachments within the right-of-way; street signage; mowing and litter pick-up; street sweeping; and snow and ice control.

RESOLUTION NO. ________________

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE ORIGINAL AGREEMENT DATED ____July 14, 2016____, BETWEEN THE STATE OF TEXAS AND THE CITY OF MARSHALL, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF MARSHALL, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the certain original agreement dated ___July 14, 2016___, and Amendment No. 2 to the agreement, between the State of Texas and the City of Marshall, Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Marshall, Texas be and the same is, hereby approved; and that Mayor Terri Brown is hereby authorized to execute said agreement on behalf of the City of Marshall, Texas and to transmit the same to the State of Texas for appropriate action.

PASSED: ___________________________

ATTEST: ____________________________
City Secretary

APPROVED: ________________________

City of Marshall, Texas

____
Mayor

APPROVED AS TO FORM:

____
City Attorney

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

AMENDMENT #2 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 14th day of July 2016, the Texas Department of Transportation, the "State", and the City of Marshall, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing maintenance of approximately 42 acres on US 59 within the city; and

WHEREAS, the State, conducts this mowing maintenance through its mowing contractors; and

WHEREAS, the City, desires to perform additional mowing maintenance on the aforementioned state routes; and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

States Responsibilities (Non-Controlled Access)

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available. Reimburse the City for mowing US 59 from 0.01 miles north of Loop 390 to the south city limits of Marshall. Reimbursement shall be limited to (3) mowing cycles per year; (2) full width cycles and (1) median only cycle (refer to Table 1). The rate of reimbursement shall be based on the 2019 mowing costs for Harrison County (Tract 6).The average cost for each cycle was $33.00 per acre for mowing. Reimbursement may be further limited if the State adopts a statewide policy reducing the number of mowing cycles to less than (3) per year.

   If there is a State policy change to further reduce the State's mowing cycles, the State shall notify the City, in writing, within (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

Reimbursement will not be made if the roadway is under construction or if it is taken off the state system.

City Responsibilities (Non-Controlled Access)

7. Perform mowing and litter pickup. Mow for the entire right-of-way width as described in Table 1 for a minimum period of (5) years.

10. Submit invoices for mowing cycles at intervals as established above.

    Reimbursement will not be made if the roadway is under construction or if it is taken off the state system.

The City agrees that mowing, if performed by employees of the City; the City shall show proof of self-insurance. If mowing is performed by a contractor(s) selected by the City through its selection process, the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The City will also require any contractor(s) to agree to indemnify and save harmless the State from all claims and liability due to the contractor's materials or activities of itself, its agent or employees under agreement with the City that are caused or may result from error, omission or negligent act. Prior to any mowing by the City's employees, such evidence of self-insurance or certificate of insurance shall be provided to the State.

TERMINATION

This amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without notice after (5) years, and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any service under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY OF MARSHALL

By:__________________________

Name:_______________________

Title: _______________________

Date: _______________________

APPROVED AS TO FORM:

By:__________________________

Name:_______________________

Title:________________________

Date: _______________________

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

APPROVED:

By:

____

Michael C. Anderson, P.E.
Atlanta District Engineer
Texas Department of Transportation

Date:

____

TABLE 1

HIGHWAY	LIMITS	CYCLE	ACREAGE
US59	FROM 0.01 MILES NORTH OF LOOP 390 TO SOUTH CITY LIMITS OF MARSHALL	1	42
US59	FROM 0.01 MILES NORTH OF LOOP 390 TO SOUTH CITY LIMITS OF MARSHALL	2	9
US59	FROM 0.01 MILES NORTH OF LOOP 390 TO SOUTH CITY LIMITS OF MARSHALL	3	42
		TOTAL ACREAGE / YEAR	**93**

ITEM 5H

CONSENT AGENDA

APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRISON COUNTY FOR PUBLIC LIBRARY SERVICES

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 18, 2019

Subject: Approval of an Interlocal Agreement with Harrison County for Public Library Services

---

The annual Interlocal Agreement with Harrison County for Public Library Services is attached. This agreement covers the time period of October 1, 2019 to September 30, 2020. The terms of the contract remain the same as last year.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND HARRISON COUNTY, TEXAS FOR PUBLIC LIBRARY SERVICES FOR HARRISON COUNTY FOR 2019 - 2020

STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, The Texas Local Government Code Section 323.011 allows a Texas county to Contract for library privileges with an established library; and

WHEREAS, the City has and maintains an established free library which is serving the City of Marshall, Texas and has also been serving the Harrison County population that lies outside of the limits of the City; and

WHEREAS, the City's records indicate that Harrison County citizens, residing outside of the City of Marshall, utilize services at the Marshall Public Library; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide free library services to the citizens of the County and the City;

NOW, THEREFORE in consideration of the mutual convents hereinafter set forth, the County and City agree:

1. The City, through its department, the Marshall Public Library, agrees to furnish library services to the citizens of Harrison County, including residents located in municipalities in the County and the Marshall Public Library shall assume the functions of a County free library, in accordance with the Chapter 323 of the Texas Local Government Code.

2. The Director of the Marshall Public Library, shall furnish free of charge such library services to the citizens of Harrison County, as are furnished to the citizens of the City of Marshall.

3. In consideration of the Public Library services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of $69,460.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of $5,788.34. These funds paid by the County must be used by the City of Marshall to support the free public library services in the City of Marshall and Harrison County.

4 The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of polices and operations of the Marshall Public Library.

5. This Agreement contract and agreement does not vest in Harrison County any right, title or interest in and to any vehicles, books or other personal property used in connection with the furnishing of this library service to the citizens of Harrison County unless expressly evidenced by separate written document executed by the City Manager subsequent to the date hereof.

6. Pursuant to section 323.011 of the Texas Local Government Code, either party to the agreement may terminate it by giving the other party six months' written notice of its intention to do so.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2019 and ending September 30, 2020.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of _____, 2019.

ATTEST:	CITY OF MARSHALL
BY: ____________________________ Elaine Altman, City Secretary	BY: ____________________________ Mark Rohr, City Manager
ATTEST:	HARRISON COUNTY
BY: ____________________________ Liz Whipkey, County Clerk	BY: ____________________________ Chad Sims, County Judge

ITEM 5I

CONSENT AGENDA

APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRISON COUNTY FOR AMBULANCE/RESCUE SERVICES

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 18, 2019

Subject: Approval of an Interlocal Agreement with Harrison County for Ambulance/ Rescue Services

---

The annual Interlocal Agreement with Harrison County for Ambulance/Rescue Services is attached. This agreement covers the time period of October 1, 2019 to September 30, 2020. The terms of the agreement remain the same as last year.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND HARRISON COUNTY, TEXAS FOR AMBULANCE/RESCUE SERVICE FOR CERTAIN AREAS IN HARRISON COUNTY FOR 2019 - 2020

STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City to provide essential Ambulance and Rescue Service to areas of the County not covered by other emergency service providers;

NOW, THEREFORE in consideration of the mutual convents hereinafter set forth, the County and City agree:

1. The City and County recognize that most of the County is provided ambulance/rescue services by Emergency Service Districts or incorporated cities. The only portion of the County not served is around the Uncertain, Texas Community and Harrison County desires to contract with the City of Marshall to provide ambulance/rescue service to the Uncertain, Texas Community. The City agrees that if it is notified of any individual in the Uncertain, Texas Community ("Uncertain") that needs ambulance or rescue service, within the limits of Harrison County, that it will furnish such ambulance or rescue equipment and personnel as is available and as it deems necessary for a period of one (1) year beginning October 1, 2019 and ending September 30, 2020, upon the terms, conditions and provisions set forth in this section.

2. Harrison County agrees that the acts of any person or persons while engaged in ambulance or rescue service traveling to and from the scene of accidents or in any manner providing ambulance or rescue service to the citizens of Uncertain, shall be considered as the acts of an agent for Harrison County in all respects, notwithstanding such person or persons may be the regular employees of the City of Marshall and the property utilized in that regard is owned by the City of Marshall.

3. It is expressly agreed and understood by and between the parties hereto that the ambulance or rescue service agreed to be furnished by the City to Uncertain is subordinate and secondary to the best interest of the citizens of the City of Marshall, and that the determination

whether or not personnel and/or equipment are available and the extent of utilization of any such personnel and/or equipment for use outside the corporate limits of the City of Marshall should the need arise, will be left to the discretion of the City and it is agreed that the ultimate decision of the City Manager of the City of Marshall or his duly designated representatives in connection with such matters will be conclusive.

4. The parties hereto stipulate and agree that if the City, for any reason fails to furnish personnel and/or equipment for ambulance or rescue service to Uncertain, although notified of the need of such service, the City of Marshall shall not be liable in damages or otherwise for the failure to furnish such services and Harrison County enters into this agreement acknowledging that the City is without any such liability and that the City accepts no such responsibility.

5. Harrison County agrees, to the extent allowed by law, to indemnify and hold harmless the City of Marshall for any claim and/or cause of action based in whole or in part upon the City's discharging of its obligations under this Agreement if such claim and or cause of action is attributable: in whole or in part, to a delay in EMS response time because of this procedure utilized by Harrison County 911 communications personnel in dispatching EMS service to Uncertain.

6. The City of Marshall will maintain an itemized monthly report reflecting the ambulance or rescue runs made during each preceding month under the terms of this agreement, and shall furnish such list to Harrison County within thirty (30) days after the end of each quarter.

7. The City will provide up to two (2) hours of EMS Education through its EMS Department to any person designated in writing by the City of Uncertain or from the Uncertain Volunteer Fire Department upon written request and subject to availability of an instructor.

8. The rate schedule for ambulance and rescue service, as approved by the Marshall City Commission shall govern the charges for ambulance and rescue services provided by the City of Marshall. A copy of the rate schedule is available upon request by Harrison County. Harrison County acknowledges that the furnishing of ambulance and rescue services to Uncertain is the responsibility of Harrison County, however, Harrison County desires to contract with the City of Marshall to provide such services. For such services, Harrison County agrees to pay the City the sum of $7,675.00. The payment shall be paid to the City in twelve (12) monthly installments of $639.59. These payments shall be used by the City to support the Ambulance services operated by the City of Marshall to benefit the citizens of the City and Harrison County. In addition, for the services provided, the City of Marshall shall invoice the individual patients(s); or insurance providers directly for the ambulance and rescue services provided in accordance with the rate schedule as approved by the City of Marshall and shall retain all such amounts collected. The City of Marshall reserves the exclusive right and privilege to set the schedule of charges for ambulance and rescue services within its corporate limits and within Harrison County.

9. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it

may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

10. This agreement shall be for a period of one (1) year, beginning October 1, 2019 and ending September 30, 2020.

11. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1st day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of ______________, 2019.

ATTEST:

BY: ____________________________
Elaine Altman, City Secretary

CITY OF MARSHALL

BY: ____________________________
Mark Rohr, City Manager

ATTEST:

BY: ____________________________
Liz Whipkey, County Clerk

HARRISON COUNTY

BY: ____________________________
Chad Sims, County Judge

ITEM 5J

CONSENT AGENDA

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

Agenda Information Sheet
October 24, 2018

Agenda Item

Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Director of Community & Economic Development)

Background & Summary of Request:

Attached is an interlocal agreement with Harrison County regarding the use of the historic courthouse during Wonderland of Lights. The attached agreement is the same as last year's agreement with the exception of applicable dates.

STATE OF TEXAS §

COUNTY OF HARRISON §

INTERLOCAL AGREEMENT
CITY OF MARSHALL AND HARRISON COUNTY
2019-20 COURTHOUSE LIGHT DISPLAY

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the____day of ____________, 2019, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation ("City") and HARRISON COUNTY, a political subdivision of the State of Texas ("County"), each acting by and through its duly authorized agents;

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County permits and grants the City permission to enter upon the County's Property, specifically the Historic Courthouse structure and surrounding area (the "Property") to perform installation and placement of lights and other work necessary for the illumination of the Courthouse for the 2019 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, 2019 and ending February 1, 2020. 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	
______________________	______________________
Elaine Altman, City Secretary	**Liz Whipkey, County Clerk**

ITEM 5K

CONSENT AGENDA

APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRISON COUNTY FOR INMATE SERVICES

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 18, 2019

Subject: Approval of an Interlocal Agreement with Harrison County for Inmate Services

---

The annual Interlocal Agreement with Harrison County for Inmate Services is attached. This agreement covers the time period of October 1, 2019 to September 30, 2020. The terms of the agreement remain the same as last year.

STATE OF TEXAS §

COUNTY OF HARRISON §

INTERLOCAL AGREEMENT
CITY OF MARSHALL AND HARRISON COUNTY FOR SHERIFF'S DEPARTMENT INMATE SERVICES

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the__________day of _____________, 2019, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation ("Marshall") 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 ("Parties") 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, the County, acting by and through the Harrison County Sheriff, is authorized by §43.09 and 43.10 of the Texas Code of Criminal Procedure, to utilized eligible inmates of the Harrison County Jail to be engaged in public works and maintenance projects for a political subdivision located in whole or in part within the County. Such inmates who are capable of performing community service work, who are eligible for participation, and who are willing to participate in such programs, including but not limited to minor public works including construction and maintenance projects, may be eligible for a credit toward any period of incarceration or fine as may be approved by sentencing Court and the Sheriff; and

WHEREAS, the Parties recognize that allowing inmates to participate in such work programs is beneficial to the County, the participating political subdivision, and to the eligible inmate who may have their sentence or fine credited, and in turn save the County tax dollars by reducing the number of days in custody, and saves the City tax dollars by reducing labor costs for minor projects; 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 mutual covenants and conditions contained herein, the Parties agree as follows:

A. SCOPE OF WORK

1. The County may provide Marshall with supervised inmates who can provide manual labor on such public works project as Marshall shall identify, and the County may accept. The County may determine that the proposed project is not of sufficient public merit, or may expose the County and/or the inmates or supervising officer to unwarranted risk, and reject the proposed project. Depending on the availability of inmates and the needs of the project, the County will provide supervised labor crews of three (3) to six (6) inmates when scheduled by Marshall and accepted by the County.

2. The County agrees to provide at least one licensed correctional officer to supervise the inmate crew. The City agrees to reimburse the County for the cost of providing a supervising officer at a rate of not less than $25.00 per hour for the time spent supervising the inmate crew. All financial obligations incurred in the furtherance of this agreement shall be paid from current revenues of the City.

3. The parties agree that a work day shall consist of a maximum of an eight (8) hour work day, typically starting at 7:00 a.m. and lasting to 3 p.m., with a thirty (30) minute lunch break.

4. Marshall shall provide not less than five business days in advance of any requested project, the following items:

   a. A description of the proposed work to be done by inmate labor.

   b. A proposed schedule regarding the required inmate work including the dates, times, and the requested number of inmates to be utilized in each project.

   c. In the event of a change in the schedule, Marshall will provide notice of such change to the County as soon as practicable.

5. Should the work proposed require a division of the available, eligible and participating inmates into separate work details, Marshall agrees to pay for each additional supervising officer at the rate set forth in paragraph 2 above.

6. Marshall shall provide instructions and limited training so that inmates understand their duties and responsibilities. Marshall shall provide limited supervision of construction projects so that the projects are completed safely and effectively, provided however that the Sheriff's office retains the ultimate right and responsibility for control and supervision of the inmates. Unless otherwise agreed to in writing by the Parties, Marshall shall provide materials and equipment necessary for completion of the work to be used by the inmates. Marshall shall be responsible for ensuring that inmates receive adequate instruction and safety training on any equipment to be used.

7. Marshall will provide a lunch meal for the inmate workers.

8. Marshall agrees to provide a safe workplace for inmate work crew in accordance with State and Federal law. Marshall shall be responsible for the coordination between inmate crews and other workers in the workplace. The County shall be responsible for the custody of inmates at all times, including security, meal time and other breaks, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of Federal, State and local governments in the performance of the work.

9. Pursuant to Section 43.09 (l), of the Texas Code of Criminal Procedure, and Section 497.096 of the Texas Government Code, neither Harrison County, nor the City of Marshall, shall be liable for damages arising from an act or failure to act in connection with manual labor performed by an inmate pursuant to this Agreement, and the provision of 43.09 of the Texas Code of Criminal Procedure and 497.096 of the Texas Government Code. Pursuant to Section 791.006, Texas Government Code, the City of Marshall shall be liable for any liability, including reasonable and necessary attorneys' fees incurred in the defense of such claims, arising from the work performed by the inmate labor provided under this agreement, or any claims made by any inmate for injuries sustained in the performance of work under this agreement.

B. PAYMENT OF COSTS

Unless otherwise agreed to in writing by the Parties, or as otherwise stated herein, each party will bear its own costs.

10. Each party shall obtain or maintain insurance or self-insure in coverage amounts adequate for that party's potential legal risk assumed under this Agreement. In addition, the City agrees to maintain a builder's risk policy or similar coverage to cover any additional liability incurred by the City acting as its own Construction Manager. Each party shall be independently responsible for addressing its own liability.

C. TERM AND TERMINATION

11. This Agreement is effective upon execution by all parties. The initial term of the Agreement shall expire on September 30, 2020. This Agreement shall automatically renew for up to one (1) additional one-year term, unless either party elects not to renew by providing the other party with written notice at least sixty (60) days prior to the end of the then current term.

12. Either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

D. NOTICES

13. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, emailed, or deposited in the U.S. mail to the following parties, unless an alternative person is designated by the respective party:

Marshall:	**City of Marshall** **P.O. Box 698** **Marshall, Texas 75670** **Attn: City Manager**
County:	**Harrison County** **200 W. Houston** **Marshall, Texas 75670** **Attn: County Judge**

E. MISCELLANEOUS PROVISIONS

14. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

15. 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).

16. This Agreement is the entire agreement between Marshall and the County relating to the provision of the Sheriff's Department inmate services for the specific functions as described above and supersedes all prior agreements, arrangements, or understandings, whether written or oral.

17. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.

18. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

19. 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.

20. 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.

21. 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:	ATTEST:
_____________________________	____________________________
Elaine Altman, City Secretary	Liz Whipkey, County Clerk

ITEM 6A

PUBLIC HEARING & ORDINANCE

CONDUCT A PUBLIC HEARING AND CONSIDER APPROVAL FOR A SPECIAL USE PERMIT REQUEST FOR A LOUNGE AT 1207 EAST GRAND AVENUE

Agenda Information Sheet
October 24, 2019

Agenda Item
SUP-19-01 - Conduct a public hearing and consider approval of a Special Use Permit request for a lounge at 1207 East Grand Avenue. Generally located north of the intersection of East Grand Avenue and Hood Street.

Applicant: Jumarca Broadway
3401 Bert Kouns Industrial Loop, Shreveport Louisiana 71118

Owner: Clay Allen
104 W. Houston, Marshall, Texas 75672

The Planning & Zoning Commission recommended approval by a vote of 6-0-0.

Background & Summary of Request:
The Zoning Ordinance requires that all lounges/bars/or taverns obtain a Special Use Permit. Special Use Permits are required in certain instances when a proposed use may be found acceptable on a particular tract if designed in a manner that protects the existing neighborhood or surrounding properties. For this reason, the Zoning Ordinance requires a site plan be submitted as a part of a special use permit application to ensure the use is developed in a manner to ensure the proposed use will not negatively affect nearby existing uses. In this particular case, the property is already developed and no exterior changes to the site are being proposed by the applicant. Below is a development review analysis of the site:

The subject property is approximately 4.857 acres in size and developed with a 70,800 square foot shopping center. The applicant will occupy approximately 3000 square foot of the existing building.

The table below outlines the surrounding zoning and land uses:

	Zoning Classification	Land Use
North of the Property	I-2(Heavy Industry)	Industry
East of the Property	C-3 (General Business)	Commercial Use
South of the Property	C-3 (General Business)	Commercial Use
West of the Property	C-3 (General Business)	Commercial Use

Access/Parking: There is off-street parking provided, the established shopping center currently has 196 parking spaces provided, the proposed lounge will be required to use 60 spaces. Which equates to 30% of the spaces provided. He proposed lounge will meet the parking requirements.

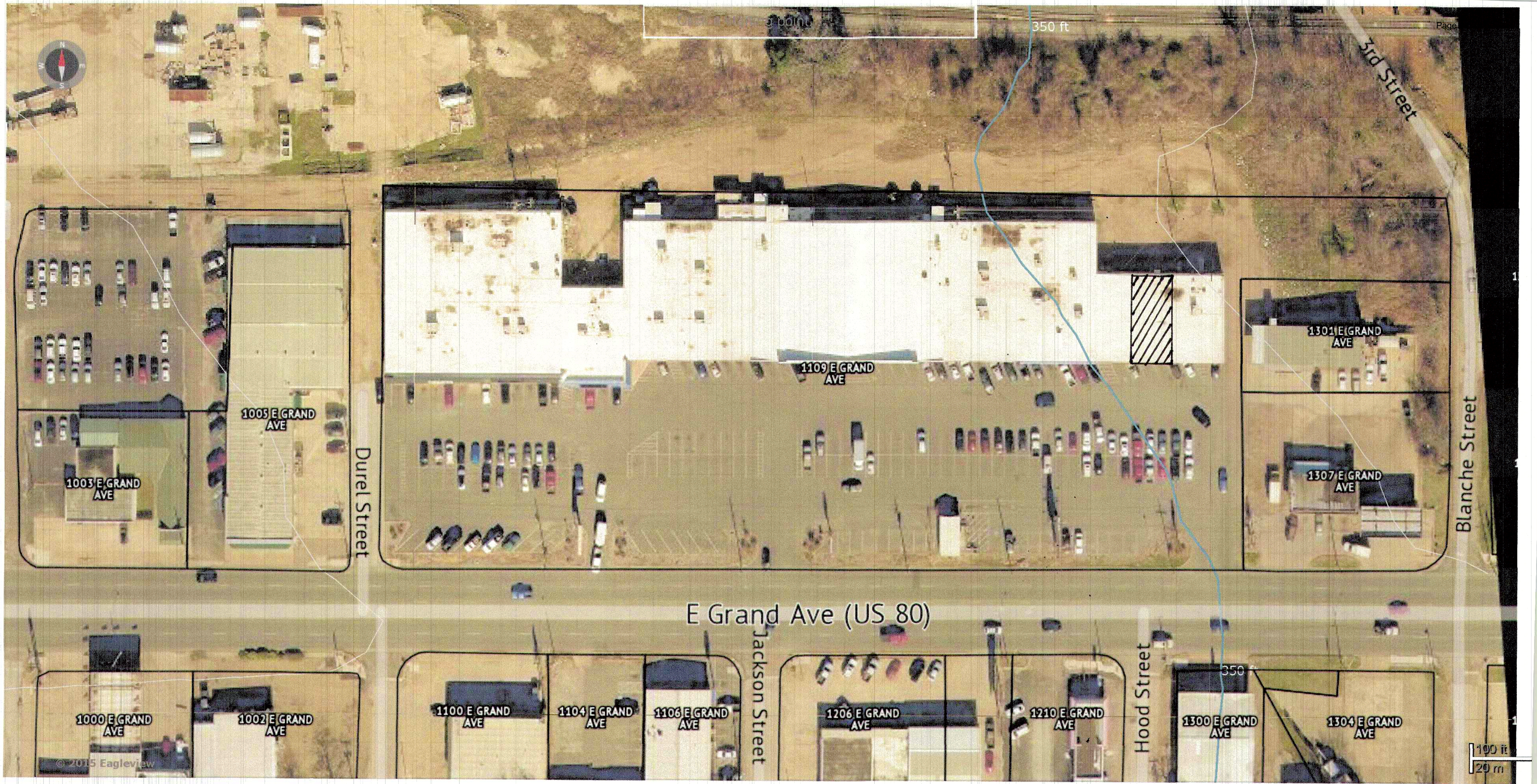
Water & Sewer: The site is serviced by an 8" water line along East Grand and a 6" sewer line along the north side of property.

Suggested Motions:

1. Motion to approve case number SUP-19-01 as requested.
2. Motion to approve case number SUP-19-01 with conditions.
3. Motion to deny case number SUP-19-01.

Attachments:

1. Aerial of Site
2. Pictures of the Site and Surrounding Area
3. Property Owner Notification Map
4. Site Plan
5. Ordinance



350 ft
3rd Street
1109 E GRAND AVE
1301 E GRAND AVE
1005 E GRAND AVE
1003 E GRAND AVE
1307 E GRAND AVE
Durel Street
Blanche Street
E Grand Ave (US 80)
Jackson Street
Hood Street
350 ft
1000 E GRAND AVE
1002 E GRAND AVE
1100 E GRAND AVE
1104 E GRAND AVE
1106 E GRAND AVE
1206 E GRAND AVE
1210 E GRAND AVE
1300 E GRAND AVE
1304 E GRAND AVE
© 2015 Eagleview
100 ft
20 m

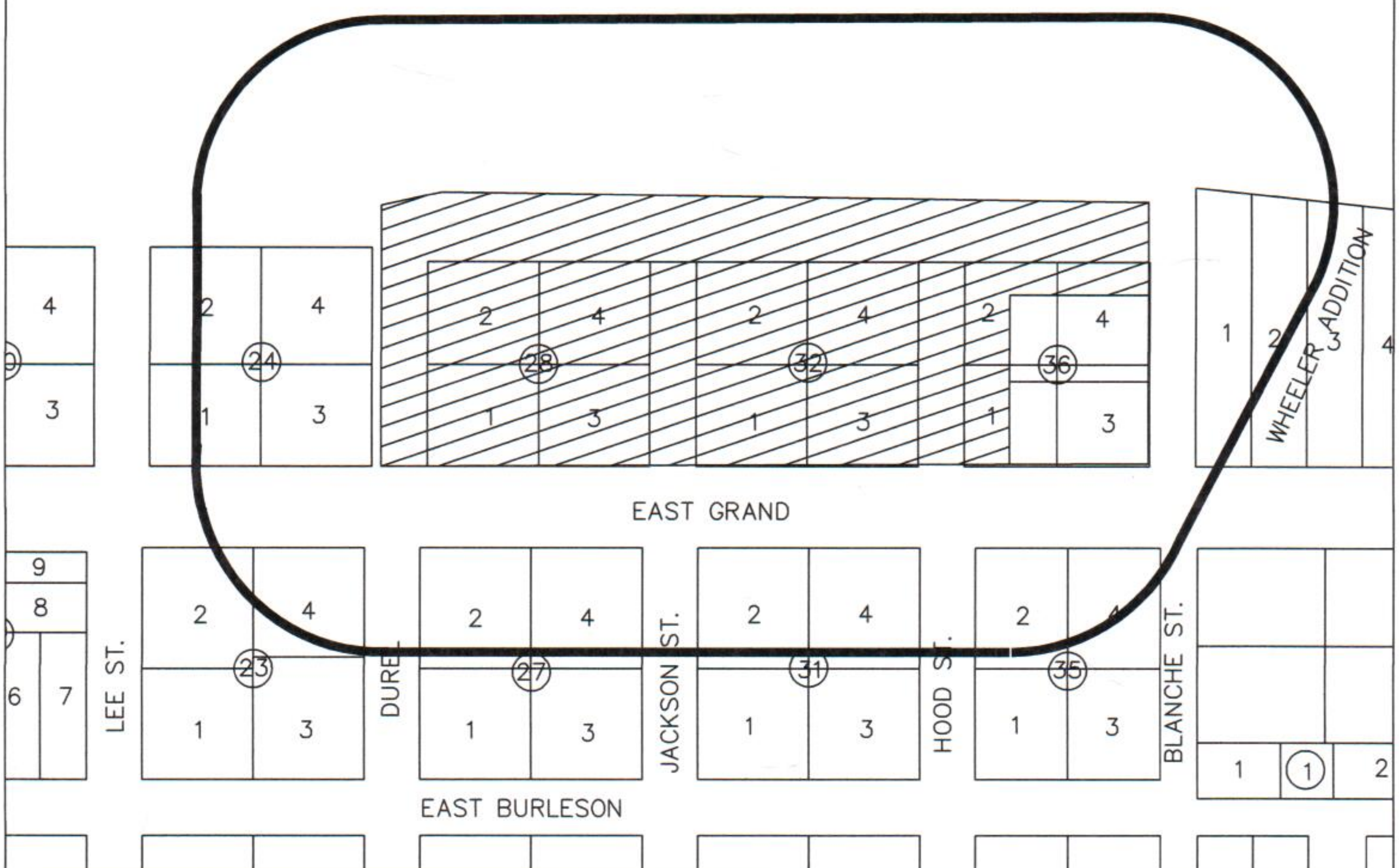
SUP19-01
Site Pictures

Subject Property

Commercial to the east of Subject property

Commercial to the west of subject property.

Commercial to the southeast of subject property.



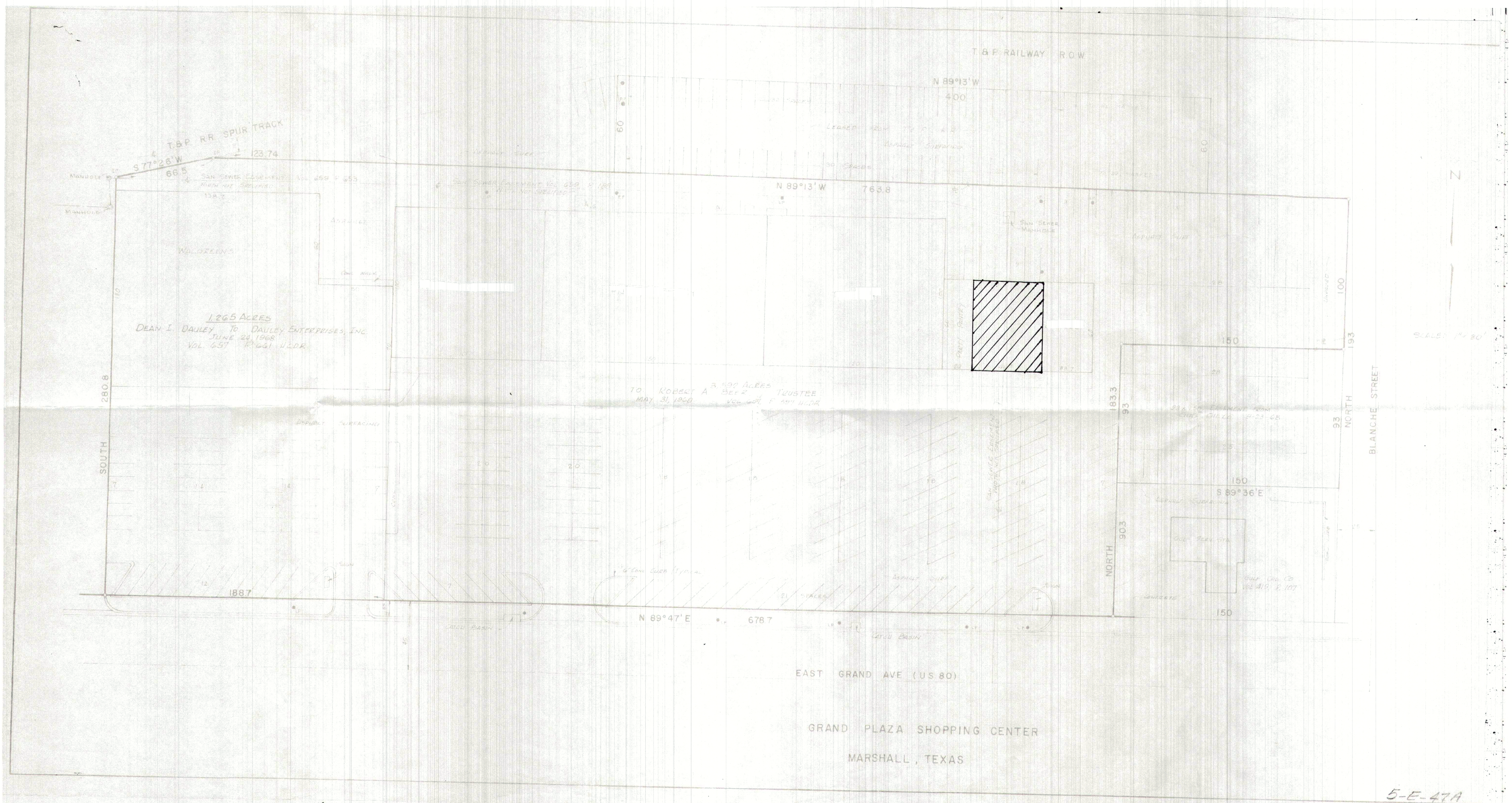
Case No. SUP−19−01
Scale: 1"=200'
Date: 9−10−2019

PLANNING DEPARTMENT
CITY OF MARSHALL,TEXAS

Remarks: a request for a special use permit for a lounge

N

Appliant: Jumarca Broadway
Location: 1207 E. Grand


T & P RAILWAY R.O.W.
N 89°13' W
400
60
60
T. & P. RR. SPUR TRACK
S 77°26' W
123.74
66.5
N 89°13' W
763.8
WALGREENS
1.265 ACRES
DEAN I. DAILEY TO DAILEY ENTERPRISES, INC.
JUNE 26, 1968
280.8
SOUTH
100
150
193
183.3
93
93
NORTH
BLANCHE STREET
150
S 89°36' E
903
NORTH
150
1887
N 89°47' E
678.7
EAST GRAND AVE (U.S. 80)
GRAND PLAZA SHOPPING CENTER
MARSHALL, TEXAS
5-E-47A

ORDINANCE NO. _____

AN ORDINANCE FOR A SPECIAL USE PERMIT FOR A LOUNGE USE WITH ALCOHOL SALES ON PROPERTY LEGALLY DESCRIBED AS BEING 4.857 ACRES OF LAND, BEING PARTS OF LOTS 1 & 2 BLOCK 36 AND ALL OF BLOCKS 28 & 32 OF THE RAILROAD ADDITION GENERALLY LOCATED NORTH OF THE INTERSECTION OF EAST GRAND AVENUE AND HOOD STREET, COMMONLY KNOWN AS 1207 EAST GRAND AVENUE, WITHIN THE BOUNDARIES OF THE CITY OF MARSHALL, TEXAS.

WHEREAS, the City of Marshall enacted zoning on December 13, 1951 and amended said ordinance on July 7, 1963 and on March 26, 1987 repealed and replaced all ordinance with Ordinance No. 0-87-13 amending the Code of Ordinances of the City of Marshall to add Chapter 32 regarding Zoning; and

WHEREAS, a Zoning District Map was adopted as a part of Ordinance No. 0-87-13; and

WHEREAS, Chapter 32, Section 22 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request special use permits; and

WHEREAS, the Planning & Zoning Commission, after due and proper notice in the manner and for the length of time required by law, held a public hearing for the purpose of considering proposed special use permit; and

WHEREAS, after the close of said public hearing and pursuant thereto, the Planning & Zoning Commission filed a written report with the City Commission, recommending approval of the requested special use permit; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Commission held a public hearing in Marshall, Texas at City Hall on the 24th day of October, 2019, at 6:00pm for the purpose of considering the requested special use permit, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

WHEREAS, the City Commission, after considering the proposed request and after hearing all parties and citizens desiring to be heard, deems that the following request are necessary and for the best interest of the general welfare of the citizens of the City of Marshall, Texas.

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. A special use permit is hereby granted and the property legally described as being a 4.857 acres of land, being parts of Lots 1 & 2 Block 36 and all of Blocks 28 & 32 of the Railroad Addition generally located north of the intersection of East Grand Avenue and Hood Street, commonly known as 1207 East Grand Avenue within the boundaries of the City of Marshall, is hereby a permitted use for lounge with alcohol sales use within the boundaries as depicted on the conceptual site plan in Exhibit "A".

Section 3. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED on first reading the 24th day of October, 2019.

AYES: __
NOES: __
ABSTAINED: __

PASSED on second reading the 14th day of November, 2019.

AYES: ___
NOES: ____
ABSTAINED: ____

____
MAYOR OF THE CITY COMMISSION
OF THE CITY OF MARSHALL, TEXAS

ATTEST:

____
CITY SECRETARY

ITEM 7A

RESOLUTION

APPROVAL OF A RESOLUTION TO CAST VOTES FOR THE HARRISON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 17, 2019

Subject: Consider Approval of a Resolution to Cast Votes for the Harrison Central Appraisal District Board of Directors

---

Information from the Appraisal District is attached regarding casting the City of Marshall's votes for election of directors to the Appraisal District board. Each taxing entity that participates in the Appraisal District is assigned a number of votes based on the tax levy of each jurisdiction.

This year the City of Marshall has 238 votes out of the 5,000 total votes. Any part of the 238 votes may be cast for any of the nominees.

Votes must be cast and the Resolution submitted to the chief appraiser of the Harrison Central Appraisal District before November 15, 2019.

~OFFICIAL BALLOT ~
DIRECTOR SELECTION RESOLUTION

Harrison Central Appraisal District
Director Selection Process for 2020-2021

Whereas, the CITY OF MARSHALL City Commission has had opportunity to submit nominees for five (5) director positions on the Harrison CAD Board of Directors, and;

Whereas, the chief appraiser has compiled this Official Ballot by arranging, in alphabetical order, all names of individuals officially nominated by the voting taxing units, and;

Whereas, the City of Marshall has vote entitlement of two hundred thirty eight (238) votes, based upon the unit's local 2018 tax levy as a percentage of the total of the levies of all voting taxing units served by the Harrison Central Appraisal District;

NOW THEREFORE, BE it resolved by the City of Marshall Commission that, in an open meeting, two hundred thirty eight (238) votes were cast in the following manner:

****

Nominees Listed Alphabetically	Votes
1. Jason Ainsworth	______
2. Ted Huffines	______
3. Charlie Hunt	______
4. Alex Macklin	______
5. Doug McGarvey	______
6. Chase Palmer	______
7. Albert Tiller	______
8. Judy VanDenenter	______

Passed and approved on the _____ day of _________, 2019.

____
Presiding Officer

****

Please, return this form before November 15, 2019, to:

FAX: 903-927-2010
EMAIL: robertl@harrisoncad.net

Mail: Robert Lisman, RPA,CCA
Chief Appraiser
Harrison Central Appraisal District
P.O. Box 818
Marshall, TX 75671-0818

ITEM 8A

APPROVAL OF A REQUEST TO ENTER INTO A CONTRACT WITH NEWGEN STRATEGIES AND SOLUTIONS FOR THE PURPOSE OF PERFORMING A WATER\WASTEWATER REVENUE SUFFICIENCY AND RATE DESIGN STUDy

City of MARSHALL TEXAS

TO: Members of the City Commission

FROM: Eric G. Powell, PE, Director of Public Works

DATE: October 14, 2019

SUBJECT: Water\Wastewater Revenue Efficiency and Rate Design Study

---

City staff requested a cost proposal from two firms, both highly experienced in the field of water\wastewater rate studies. Their responses are listed below:

1. NewGen Strategies and Solutions $27,000
2. Raftelis $38,768

For your consideration is a request to enter into a contract with NewGen Strategies and Solutions for the purpose of performing a Water\Wastewater Revenue Sufficiency and Rate Design Study based on their submitted proposal. The total cost for the services proposed is a not-to-exceed fee of $27,000. NewGen Strategies and Solutions has a significant experience in this field and have provided numerous rate studies for cities of all sizes across Texas. If you recall this was an item I presented in my initial presentation of the Capital Improvement Plan (CIP) to the Commission during the work session held on October 3, 2019. Enclosed is a copy of the submitted proposal for your review. Thank you for your consideration.

Cc: Nancy Pasel, Assistant Director of Public Works, Water Production/Wastewater Treatment
Chris Miles, Assistant Director of Public Works, Water Utilities/Drainage/Streets

Enc. NewGen proposal

NewGen Strategies & Solutions

275 W. Campbell
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

July 23, 2019

Ms. Nancy Pasel
Assistant Director of Public Services
Water Production / Wastewater Treatment
City of Marshall, Texas
P.O. Box 698
Marshall, Texas 75670

Subject: Proposal to Conduct Water and Wastewater Revenue Sufficiency and Rate Design Study

Dear Ms. Pasel:

Based on our prior conversations, NewGen Strategies & Solutions LLC, ("NewGen") appreciates this opportunity to propose our assistance to the City of Marshall ("City"). It is our understanding that, at this time, the City is seeking a qualified consultant to conduct a Water and Wastewater Revenue Sufficiency and Rate Design Study.

As part of this study, the consultant will prepare a five-year forecast of water and wastewater revenue requirements and accompanying rate scenarios which will meet the City's revenue recovery objectives. Additionally, the consultant should examine the utility's capital requirements for both planned development and replacement needs in suggesting rates sufficient to provide continuous and adequate service to the City's utility customers.

The remainder of this letter presents our proposed Project Team, proposed scope of services, and anticipated pricing and schedule for the proposed engagement. We appreciate the City's consideration of our proposal and stand ready to answer any questions City staff or the City Council may have.

Proposed Project Team

Our proposed Project Team for this engagement specializes in the development of water and wastewater rates, with the majority of this experience specific to water and wastewater utilities in Texas. We ensure the staffing resources assigned to the project are truly committed to your project, by considering overall workload of staff when determining project team members. Team members have been chosen due to their experience in performing the tasks identified in the scope, as well as their availability and capacity to complete the tasks in a timely manner.

Chris Ekrut | Project Director and QA/QC Advisor

Chris Ekrut has been providing consulting services since 2004, with the majority of projects centered in the water and wastewater industry around user/impact fees. Chris has filed expert witness testimony with regard to cost of service and rate design, as well as provided litigation support before rate regulatory agencies.

Title: Director
Location: Dallas, Texas
Phone: (972) 232-2234
Email: cekrut@newgenstrategies.net

He has conducted a number of wholesale and retail water and wastewater rate studies, developed water and wastewater rate models, storm water fee models, and assisted in the negotiation and/or litigation involving a number of wholesale water contracts. Chris also specializes in the development of Utility Business Plans and has been called on by the Texas Section of the American Water Works Association to speak on the importance of business planning for municipal utilities. Mr. Ekrut also serves as an instructor for the national "Fundamentals of Water Cost of Service and Rate Design" class sponsored by EUCI.

As Project Director and QA/QC Advisor, he will ensure the project is performed to our high standards and comports with all regulatory and industry standards as well. He will also ensure that the City's overall goals and objectives are met during the course of the Study.

Becky Schafer | Project Manager

Title: Executive Consultant
Location: Dallas, Texas
Phone: (972) 432-6219
Email: bschafer@newgenstrategies.net

Becky Schafer joined NewGen as a consultant in September 2018. Prior to joining the firm, Ms. Schafer served as a Principal Consultant with Willdan Financial Services and a Senior Project Manager with Economists.com. During her 15 years in providing consulting services, Ms. Schafer's area of focus has been primarily in utility cost of service, rate design, and financial analysis. She has worked extensively throughout the Southwest conducting financial modeling for water, wastewater, and solid waste utilities. She has also provided assistance in other areas such as benchmarking surveys, process and procedure analysis and customer service training.

As Project Manager, Becky will have responsibility for all aspects of the project, and will be the primary point of contact for the City of Marshall.

Kim Bostik | Water/Wastewater Lead

Title: Senior Consultant
Location: Dallas, Texas
Phone: (972) 590-8945
Email: kbostik@newgenstrategies.net

Kim Bostik is a Senior Consultant with NewGen who has provided water and wastewater rate consulting services since 2007. She has served as a risk analyst for the energy industry as well as a consultant for municipal utilities. During her consulting career, Kim has provided a variety of services to water and wastewater utilities including, but not limited to, wholesale and retail cost-of-service and rate design studies, impact fee design, economic feasibility, advanced metering procurement, CCN valuations, and litigation support.

Resumes for all Project Team members are available on request or can be accessed on our website at www.newgenstrategies.net.

Proposed Work Plan

To perform the requested study, the Project Team proposes the following work plan. Our proposed work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their water and wastewater cost of service and rate design studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. It is understood that, if selected, the Project Team will refine, customize, and finalize the work plan with the City upon award of the project.

NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Task 1 – Initiation of Initial Data Request

The Project Team will develop an initial data request that will be needed to adequately begin the review and evaluation of the City's retail water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, and ordinance data. The purpose of the initial data request is to become more familiar with the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the project kick-off meeting. The Project Team will issue the initial data request within five (5) days after receiving notice to proceed on the project.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the project kick-off meeting. Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regards to the billing data used to set rates. In all of our rate study engagements, NewGen conducts a thorough review and testing of the billing data queries provided by our clients. It is essential in the development of proper cost allocations and reliable revenue projections that the billing data be as accurate as possible. NewGen will work closely with the City's billing staff and/or software provider, STW, to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure that the Project Team understands the information provided.

Task 3 – Project Kick-off Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule a kick-off meeting. The primary reason for the kick-off meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discuss and clarify the information analyzed in Task 2.

In addition, the project kick-off meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the study. As part of the kick-off meeting, the Project Team members will also discuss:

- Political and customer views/opinions of current rates;
- Capital/operational demand changes anticipated over the study's forecasted period;
- Initial rate design pricing objectives; and,
- Initial strategies for implementing/communicating possible rate changes.

Task 4 – Determination of Test-Year Revenue Requirements

Revenue requirements will be developed for the water and retail wastewater studies using the American Water Works Association ("AWWA") accepted cash needs approach. The cash needs approach closely follows municipal budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. Specifically, for the City, the revenue requirement will include the City's operational costs adjusted to reflect normal service conditions; current and future anticipated principal and interest payments; current and future cash capital outlays; future capital funding needs including the impact of inflation on construction cost; and pass-through charges for wholesale service.

In developing the revenue requirements, the Project Team will assess and project each utility's cost of service by analyzing each utility's historical costs, the current budget year, any forecasts made for future fiscal years, as well as any debt service ratio or bond covenant requirements. The Project Team will develop a test-year cost of service for each utility. A test-year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test-year cost of service will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.

Task 5 – Forecast of Revenue Requirements

Using the test-year developed in Task 4, the Project Team will begin the development of a five-year revenue requirement forecast. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, regulatory changes, conservation, increase in contractual obligations, and capital improvements. These assumptions will be supported by standard industry forecasting practices and available indices. In addition, support will come from the City's applicable master plan studies and current infrastructure ratings.

The Project Team will work closely with City staff to examine the City's planned method of financing (e.g. cash, debt, grants) future capital improvements and the financing methods' impact on retail rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast. The five-year revenue requirement will serve as the basis for the development of the financing plan to meet projected capital improvement expenditures.

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate the cost of service, the magnitude of overall increases, as well as providing the Project Team the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a "check" of the data provided by City staff.

Task 7 – Development of Rate Design

After determining the realizable revenue at current rates and comparing such revenues with the forecasted revenue requirement, the Project Team will work with City staff to formulate a rate and fee design plan to recover the revenue requirements. In the formulation of a rate and fee design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enables the utility to meet its service pricing objectives. Pricing objectives could include, but would not be limited to:

- Cost of Service Recovery;
- Revenue Stability;
- Affordability;
- Equity;
- Ease of Administration;
- Regional Competitive Position;
- Conservation; and,
- Economic Development.

Following the completion of Task 6, members of the Project Team will discuss with City staff the potential rate design alternatives that meet the City's pricing goals and objectives. From these discussions, the Project Team will develop defensible rate structures for its customers, including larger retail industrial customers, that are reflective of industry accepted practices and procedures and rate regulations within the State of Texas and which balance the recovery of revenue between base rates and volumetric rates on an equitable basis.

In addition to the above, the Project Team will also examine the City's cost and set rates associated with the City's limited emergency connection agreements.

Task 8 – Determination of Realizable Revenue with Rate Adjustments

The Project Team will analyze and compare the revenues forecasted to be generated under designed rate structures, by customer class, to the forecasted revenue requirements to determine the adequacy of the designed rate structures to meet the City's financial goals, including bond coverage requirements and operating and capital reserves. To the extent the designed rates are projected to be inadequate, appropriate rate adjustments for each class will be calculated. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. Also, the monthly impact of rate adjustments on customer bills under the designed rate structures will be examined.

Task 9 – Rate Comparison Review

The Project Team will compare the City's current and adjusted utility rates to utility rates of municipal utilities of similar size, demographics, and operational characteristics so as to provide an estimation of the City's comparable and competitive position.

After completing Task 9, members of the Project Team will conduct a briefing presentation with City staff to discuss the results of the rate design analysis. Included in these discussions will be the development of the strategy(ies) to communicate and institute any significant rate changes.

Task 10 – Draft Letter Report Preparation

The Project Team will develop a draft letter report summarizing findings, conclusions, and recommendations of the water and wastewater rate study. The letter report will include all methodologies, assumptions, and calculations, and a background section that includes all data used in the determinations made in the study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft letter report and will be available to discuss findings, answer questions, and receive input. The Project Team will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

Task 11 – Final Letter Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the final letter report. After completion of the final letter report, the Project Team will assist the City in the presentation of the results of the water and wastewater rate study to various stakeholders, including presenting the study's findings, conclusions, and recommendations to the City Council.

OPTIONAL ADDITIONAL SERVICES – Finalization of Model and Training Session

The development of a financial forecasting and rate model will occur throughout the course of the project. Once the project has been finalized, if requested by the City, the Project Team will work to form this model into a "user-friendly" program for use by City Staff.

NewGen prides itself in developing user-friendly models which are specific to, and reflect the unique operational characteristics of, each client. While our Project Team utilizes standard best practices in developing rate models, each model we develop is unique and does not reflect a "canned" or "off-the-shelf" product. Given the unique nature of each of our clients, we believe it is important that the product produced as part of a rate study also be unique and reflective of our client's overall goals and objectives.

The model provided to the City will be built so as to be compatible with Microsoft Excel 2010 or newer versions. Within the model itself, the user guide will be built-in so as to ensure that a user has immediate and constant access to instructions on the model's function. All assumptions will be presented in **blue font** and all calculations / results presented in **black font** so the user is aware of fields that can be amended. Additionally, both a fully protected version and an unlocked version of the model will be provided as well to ensure staff has a tool that can be deployed to all classes of user, from novice to advanced.

The City's model will allow staff to run "what-if" scenarios including, but not limited to, changes in operating, capital and wholesale costs, customer and volume growth or decline, debt service structure, source costs, inflation, capital project financing, and funding sources. The model will allow the user to assess the impact various scenarios will have on an existing typical monthly bill for each class of customer. The model will also generate financial statistics such as debt coverage ratios and average dollar and percentage change for each customer class.

To ensure the model is fully useable by staff, the Project Team will conduct a hands-on training session with key model stakeholders when the model is delivered and will discuss every worksheet within the model and fully demonstrate its functionality.

Project Timeline & Deliverables

The Project Team will provide the City with the following:

- Draft Report
  - Within 60 to 90 days of notification of award, given the timely receipt of the required financial and operational data, an electronic draft report will be provided for the City's review and comment that summarizes the Project Team's findings, conclusions, and recommendations.
- Final Report
  - The final report will be provided to the City within two weeks after delivery of the draft report, given the timely receipt of the City's comments.

- Meetings/Presentations
    - The Project Team will conduct up to three (3) meetings with City staff during the course of the engagement including: Project Kick-off Meeting, one Project Update meeting (conducted telephonically), and one presentation to the City Council. Additional meetings and/or presentations beyond those listed here will be provided on a time and expense basis.

Services requested by the City not specifically outlined within the proposed work plan and which the Project Team is unable to provide within the proposed project pricing above will be provided on a time and expense basis.

Resource Commitment by the City

For this project to be successful, NewGen will need the assistance of the City Manager, the City's Financial Department, and the department Director(s) responsible for water and wastewater operations. The bulk of staff time will be needed at the outset of the study to gather required financial and utility billing data. The staff time needed to provide the necessary City data for our analyses are highly dependent on the ease of accessing the requested information. Where possible, NewGen will work directly with the City's utility billing provider, STW, to extract the data necessary to complete the study. Staff time will also be needed to provide guidance throughout the course of the project. Finally, the Project Team will require policy guidance from the City Council, either directly or through staff feedback, to ensure the Project meets the overall goals and objectives of the City.

Project Timing/Schedule

Based on an assumed start date of September 1, 2019, the Project Team anticipates that the draft results of the study would be available around November 18, 2019, dependent on the availability of information requested from the City. The Project Team understands that this scheduled will be amended via discussions with the City prior to commencement of the Study.

Proposed Project Cost

NewGen proposes a not-to-exceed fee of $27,000, inclusive of out of pocket expenses, to perform the services detailed in this proposal, exclusive of the optional services. NewGen's not-to-exceed fees for services will be based on actual hours of services furnished multiplied by NewGen's billing rates as of the date of its monthly invoice.

Additional fees for services not included in the above scope will be billed at our hourly rates for services rendered.

NewGen Strategies & Solutions
Current Billing Rates

Position	Billing Rate
GM	$325
President	$275 - $325
Director/Executive Consultant/Vice President	$205 - $325
Senior Consultant	$185 - $205
Staff Consultant	$130 - $185
Analyst	$100 - $175
Administrative Assistant	$90

Note: Billing rates are subject to change based on annual reviews and salary increases.

Terms of Engagement

This agreement is subject to cancellation by the City with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC
275 W Campbell Road, Suite 440
Richardson, Texas 75080

If this letter and its terms and conditions are acceptable, please execute one copy and return to our Richardson, Texas office. If you should have any questions regarding this letter and/or require additional information, please contact me at 972.232.2234 or via e-mail at cekrut@newgenstrategies.net. Again, we greatly appreciate the City's consideration of NewGen for this important engagement, and we look forward to working with you.

Very truly yours,

NewGen Strategies and Solutions, LLC

Chris D. Ekrut

Chris D. Ekrut
Director

Project Authorization –
Water and Wastewater Revenue Sufficiency and Rate Design Study ($27,000)

Accepted By: ____

Title: ____

Date: ____

ITEM 8B

APPROVAL OF A LEASE AGREEMENT WITH AMERICAN TOWER FOR A TOWER LOCATED AT 303 W. BURLESON AND AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT

Agenda Information Sheet
October 24, 2018

Agenda Item
Consider approval of a lease agreement with American Tower for a tower located at 303 W. Burleson and authorize the City Manager to execute the agreement. (Director of Community & Economic Development)

Background & Summary of Request:
In October of 2004 the City entered into a lease agreement for a communications tower located at 303 W. Burleson, since that time there has been at least one lease renewal since 2004. The item on tonight's agenda is to enter into a perpetual easement on the property which provides non-exclusive access and utility easement to the site and increases the lease area by 234 square feet, bringing the total area to 629 square feet of lease area for the tower and necessary equipment.

Upon execution of this agreement, the city will be paid a one-time fee of $275,000.

OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this ***"Option Agreement"***) is made effective as of the latter signature date hereof (the "***Option Effective Date***") by and between **ATC Sequoia LLC**, a Delaware limited liability company ("***Buyer***") and **The City of Marshall, Texas, a Texas Municipal Corporation** ("***Seller***") (Buyer and Seller being collectively referred to herein as the "***Parties***")

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "***Option***") to purchase a perpetual, exclusive communications easement and perpetual, non-exclusive access and utility easement (collectively, the ***"Easements")***, which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as **Exhibit A** and incorporated herein by reference (the "***Easement Agreement***"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Harrison, State of Texas (the "***Premises***"), and on which Buyer currently operates or manages a communications facility. Seller shall also assign to Buyer, or an affiliate of Buyer, all of Seller's right, title and interest in, to and under all of the existing leases, licenses, or other agreements for use and occupancy of the Premises, including but not limited to those agreements listed on the **Current Agreement Addendum** attached hereto and incorporated by this reference (collectively, the "***Current Agreement***" or "***Current Agreements***"), including without limitation, the right to receive any and all rents and other monies payable to Seller thereunder, arising or accruing on or after the Closing (as herein defined). The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.

2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by paying to Seller an amount equal to **Two Hundred Seventy-Five Thousand and No/100 Dollars** (**$275,000.00**) [the "***Purchase Price***"] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the "**Closing**". Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Current Agreement, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **City of Marshall, TX**. From and after the Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the expiration of this Option Agreement.

3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Option Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180th day following the Option Effective Date (said date being referred to herein as the "***Termination Date***"). Between the Option Effective Date and the Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement ("***NDA***") from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller's best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will

exercise the Option without an NDA, in which case Seller shall provide Buyer with authorization to verify Seller's credit worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.

5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.

6. The Parties agree and intend for this Option Agreement to be a legally binding contract and for the terms of this Option Agreement (as well as any information furnished to Seller by Buyer in connection herewith) to remain confidential. Except for Seller's family, attorney or broker, if any, or if required pursuant to a court action or applicable law, Seller shall not disclose the terms of this Option Agreement without the prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Option Agreement.

7. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.

8. <u>Buyer's Right to Expand Exclusive Easement Area</u>. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Seller hereby grants to Buyer an irrevocable option to expand the Exclusive Easement Area (as defined in the Easement Agreement) to include an additional two hundred thirty four (234) square feet contiguous to the Exclusive Easement Area, the shape and location of which shall be at the Buyer's sole and absolute discretion (the "***Expansion Area***"). Buyer may, by written notice to Seller, exercise said option, in Buyer's sole and absolute discretion, at any time during the term of the Easements. In connection with this option to expand, Buyer, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Premises lying beyond the Exclusive Easement Area at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Buyer shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Buyer's sole discretion, with Buyer's ability to conduct such evaluation activities. Seller agrees to execute an amendment to the Easement Agreement to reflect the addition of the Expansion Area to the Exclusive Easement Area, within thirty (30) days of receipt by Seller, in a form which is recordable in the jurisdiction in which the Exclusive Easement Area is located. Until

such time as Buyer exercises said option, if ever, Seller hereby agrees to give Buyer no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Premises. During the foregoing ninety (90) day period, Buyer may elect to designate the Expansion Area by written notice to Seller, in which case such Expansion Area would no longer be available for Seller to lease to a third party.

9. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: City of Marshall, 401 S. Alamo, Marshall, TX 75670; To Buyer at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before December 1, 2019.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

BUYER:

ATC Sequoia LLC,
a Delaware limited liability company,

Signature: ___________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SELLER:

The City of Marshall, Texas, a Texas Municipal Corporation

Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

CURRENT AGREEMENT ADDENDUM

That certain Communications Site Option and Land Lease Agreement dated October 25, 2004 by and between The City of Marshall, Texas, a Texas Municipal Corporation, as Owner, and Tyler-Longview-Marshall MSA Limited Partnership d/b/a Alltel, a Delaware Partnership, as Tenant.

EXHIBIT A

[EASEMENT AGREEMENT TO FOLLOW]

Prepared by and Return to:
Attorney, Ian P. Fitzgerald, Land Management
Site No: 417213
Site Name: Sam Houston TX
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:
Book _____, Page _____
Document No: __________
State of Texas
County of Harrison

(Recorder's Use Above this Line)

STATE OF TEXAS

Assessor's Parcel No.: R000039336

COUNTY OF HARRISON

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("***Agreement***") dated as of ________________, 201_ (the "***Effective Date***"), by and between **The City of Marshall, Texas, a Texas Municipal Corporation** ("***Grantor***") and **ATC Sequoia LLC**, a Delaware limited liability company ("***Grantee***").

BACKGROUND

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "***Premises***''). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "***Exclusive Easement***") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "***Exclusive Easement Area***"); and (ii) a perpetual, non-exclusive easement (the "***Access and Utility Easement***"; the Exclusive Easement and Access and Utility Easement, collectively, the "***Easements***") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "***Access and Utility Easement Area***"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "***Easement Areas***"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "***Term***") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "***Permitted Parties***") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. Grantor agrees to maintain the existing access road in a manner sufficient to allow pedestrian and vehicular access to the Exclusive Easement Area at all times except that Grantee shall be responsible for repairing any damage caused by the use of the road by Grantee and/or the Permitted Parties, reasonable wear and tear excepted. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties and/or the Current Agreement(s) (as defined below); (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on

Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) and demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "***Hazardous Materials***" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "***Environmental Laws***" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("***Grantee's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "***Holder***") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee:	ATC Sequoia LLC c/o American Tower 10 Presidential Way Woburn, MA 01801	To Grantor:	City of Marshall 401 S. Alamo Marshall, TX 75670
With copy to:	ATC Sequoia LLC c/o American Tower 116 Huntington Avenue Boston, MA 02116 Attn: Legal Department		

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall

be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

20. Assignment of Ground Lease. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on **Exhibit "D"** attached hereto (the "***Current Agreement***" or "***Current Agreements***"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("***Contract Revenues***"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement(s). Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement(s), as the same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements constructed pursuant to the Current Agreement(s) encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement(s) are in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement(s), that Grantor has received no notices alleging a default under the Current Agreement(s), and that as of the date hereof the lessee under the Current Agreement(s) has no claim against Grantor. Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement(s) that occurred prior to the Effective Date.

21. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

22. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "***Survey***") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

25. Grantee's Right to Expand Exclusive Easement Area. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an irrevocable option to expand the Exclusive Easement Area to include an additional two hundred thirty four (234) square feet contiguous to the Exclusive Easement Area, the shape and location of which shall be at the Grantee's sole and absolute discretion (the "***Expansion Area***"). Grantee may, by written notice to Grantor, exercise said option, in Grantee's sole and absolute discretion, at any time during the Term. In connection with this option to expand, Grantee, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Premises lying beyond the Exclusive Easement Area at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Grantee shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Grantee's sole discretion, with Grantee's ability to conduct such evaluation activities. Grantor agrees to execute an amendment to the Agreement to reflect the addition of the Expansion Area to the Exclusive Easement Area, within thirty (30) days of receipt by Grantor, in a form which is recordable in the jurisdiction in which the Exclusive Easement Area is located. Until such time as Grantee exercises said option, if ever, Grantor hereby agrees to give Grantee no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Premises. During the foregoing ninety (90) day period, Grantee may elect to designate the Expansion Area by written notice to Grantor, in which case such Expansion Area would no longer be available for Grantor to lease to a third party.

[*END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

The City of Marshall, Texas, a Texas Municipal Corporation

Signature: ______________________________
Print Name: _____________________________
Title: __________________________________
Date: __________________________________

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: ________________ [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

ATC Sequoia LLC,
a Delaware limited liability company

Signature: ______________________________
Print Name: _____________________________
Title: __________________________________
Date: __________________________________

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of ________________ 201___, before me, the undersigned Notary Public, personally appeared _______________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
My Commission Expires: ____________________________ {Seal}

Attachments:
Exhibit "A" – Premises
Exhibit "B" – Exclusive Easement Area
Exhibit "C" – Access and Utility Easement Area
Exhibit "D" – Current Agreement(s)

Exhibit "A"
The Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

Tract or parcel of land situated within the Corporate limits of said City, being the west part of Lot No. Two (2) in Block No. Forty-Four (44) of the Original Town Survey of said City, and bounded thus:

BEGINNING at the Southwest corner of said lot and block;
THENCE North 120 feet with the East line of North Fulton Street to the Northwest corner of said lot;
THENCE East 80 feet with the North line of said lot to the Southwest corner of he Mitchell tract, and the Northwest corner of the Blocker tract;
THENCE South 120 feet with the West line of said Blocker tract to the Southwest corner thereof;
THENCE West 80 feet with the North line of West Burleson Street to the beginning, and being the same tract conveyed to the Moses Montefiore Congregation, Adath, Israel, by deed from Howard H. Womack et ux, dated July 20, 1899, recorded vol. 41, page 528, of the Deed Records of Harrison County, Texas.

EXHIBIT "B"
Exclusive Easement Area

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

All that certain lot, tract or parcel of land being part of Lot 2, Block 44 of the original town survey of Marshall, Harrison County, Texas and being described in a Deed from Moses Montefiore Congregation to the City of Marshall dated September 26, 1972 and recorded in Volume 716 on Page 32 of the Deed Records of Harrison County, Texas and this 0.011 acre tract being more fully described as follows:

BEGINNING at an Iron Spike set for the Southwest corner of the herein described tract, from which the Southwest corner of the above referenced Lot 2, bears South 14 deg. 06 min. 47 sec. West, a distance of 93.88 feet;

THENCE North 00 deg. 10 min. 23 sec. West, a distance of 27.00 feet, across said Lot 2, to an Iron Spike set for corner;

THENCE South 89 deg. 47 min. 09 sec. East, a distance of 18.00 feet, across said Lot 2, to a "Y" cut in concrete sidewalk for corner;

THENCE South 00 deg. 10 min. 23 sec. East, a distance of 27.00 feet, across said Lot 2, to an Iron Spike set for corner;

THENCE North 89 deg. 47 min. 09 sec. West, a distance of 18.00 feet, across said Lot 2, to the POINT OF BEGINNING AND CONTAINING 0.011 OF AN ACRE OF LAND. See Map No. 1415 prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Astronomic North and were derived from a solar observation. I, Dale R. Fisher, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of April, 2004.

EXHIBIT "C"
Access and Utility Easement Area

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

All that certain lot, tract or parcel of land being part of Lot 2, Block 44 of th original town survey of Marshall, Harrison County, Texas and being described in Deed from Moses Montefiore Congregation to the City of Marshall datec September 26, 1972 and recorded in Volume 716 on Page 32 of the Deed Records o Harrison County, Texas and this 0.010 acre access and utility easement being mor fully described as follows:

BEGINNING at a Iron Spike set for the Southwest corner of the herein described tract and being in the East right-of-way line of North Fulton Street (a 60' right-of-way) and the West line of the above referenced Lot 2, from which the Southwest corner of same bears South 00 deg. 28 min. 14 sec. West, a distance of 98.13 feet;

THENCE North 00 deg. 28 min. 15 sec. East, a distance of 20.00 feet, with the East right-of-way line of said Fulton Street and the West line of said Lot 2, to an Iron Spike set for corner;

THENCE North 89 deg. 47 min. 09 sec. East, a distance of 21.84 feet, across said Lot 2, to an Iron Spike set for the Northeast corner of the herein described tract and being the Northwest corner of a 0.011 acre tract surveyed by me this date;

THENCE South 00 deg. 10 min. 23 sec. East, a distance of 20.00 feet, with the West line of said 0.011 acre tract and across said Lot 2, to an Iron Spike set for corner;

THENCE North 89 deg. 47 min. 09 sec. West, a distance of 22.06 feet, across said Lot 2, to the POINT OF BEGINNING AND CONTAINING 0.010 OF AN ACRE OF LAND. See Map No. 1415 prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Astronomic North and were derived from a solar observation. I, Dale R. Fisher, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of April, 2004.

<u>EXHIBIT "D"</u>
Current Agreement(s)

That certain Communications Site Option and Land Lease Agreement dated October 25, 2004 by and between The City of Marshall, Texas, a Texas Municipal Corporation, as Owner, and Tyler-Longview-Marshall MSA Limited Partnership d/b/a Alltel, a Delaware Partnership, as Tenant.

<u>Instructions for completing the Resolution and Consent Affidavit</u>

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:
Attorney Ian P. Fitzgerald, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Tax Parcel ID No: R000039336

RESOLUTION AND CONSENT AFFIDAVIT

The City of Marshall, Texas, a Texas Municipal Corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees (collectively "***Affiants***") of the above referenced entity (the "***Seller***"), hereby declare and resolve the following:

1. ATC Sequoia LLC, a Delaware limited liability (hereinafter "***Buyer***") currently manages or operates a communications tower on a portion of real property on land owned by the Seller.

2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement and an Easement and Assignment Agreement (collectively, the "***Easement***") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.

3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located and originally created, or if not in compliance, the Affiants listed hereunder are all the only legal and equitable interest owners of Seller and are the only Members, Partners, Directors, Shareholders or Trustees of Seller.

4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.

5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State or Commonwealth upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.

6. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute the Easement on behalf of Affiants and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in which all payments will be made by

Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

NOMINEE: (Print Name) ______________________________
(Address) ______________________________
____

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.

8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURE AND NOTARY PAGES NEXT*]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 1

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 2

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 3

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 4

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 5

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____________________

County of _________________________

On this ____ day of _____________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: _______________ {Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 6

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

2 WITNESSES

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 201___, before me, the undersigned Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public
Print Name: __________________________
My commission expires: _______________

{Seal}

ITEM 8C

APPROVAL OF A POLICY TO DISTRIBUTE HOT FUNDS GRANTS

Memorandum

Date: October 18, 2019

To: Mark Rohr, City Manager

From: Mallori James, Director of Tourism & Cultural Arts

Subject: HOT Funds Grant Policy

The proposed HOT Funds Grant policy will allow Visit Marshall to distribute HOT Funds to eligible organizations with more guidelines than years past. The Policy will limit funds being distributed to organizations on a quarterly basis with little oversight or accountability. Instead, the proposed policy will allow eligible organizations to apply for funds per project or event. This will allow Visit Marshall to have more oversight on how the funds are used and to better determine the impact these organizations have on our lodging establishments.

Eligible organizations may apply for an Events Marketing Grant, Historical Restoration Grant or a Cultural Arts Grant.

The new policy only allows HOT Funds to be distributed of the organizations proposed event or project meets the following requirements according to the HOT tax laws:

Sec. 351.101. USE OF TAX REVENUE.

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities

All recipients must complete post event/project report and provide information on overnight guests due to their event/project in order to receive the grant.

Special provisions have been made for sports tournaments, meetings & conferences or City signiture events to be excluded from these requirements but are still eligible to receive support from HOT Funds.

CITY OF MARSHALL

VISIT MARSHALL

HOT FUNDS GRANT POLICY & PROCEDURE

PURPOSE

The purpose of this policy is to promote the City of Marshall as a premier destination for leisure and business travelers by establishing a formal procedure to award Hotel Occupancy Tax (HOT) reimbursement grants to support the marketing of tourism events, historic preservation projects and the encouragement of the arts as allowed by Texas Tax Code s 351.101 (a)(3) (4) (5).

Sec. 351.101. USE OF TAX REVENUE.
(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities

The HOT Funds Event Marketing Grant was created for events that produce overnight businesses for the City of Marshall and solicit out of town visitors. The HOT Funds Cultural Arts and Historic Preservation Grant were created to encourage and promote the arts and historical preservation projects in Marshall. Other considerations include potential media coverage, generation of new tourism business, timing of event/project, opportunities for event growth, extent of City services related to the event/project, and compatibility with the City’s vision, goals and brand.

BACKGROUND

This policy will establish mandatory requirements, evaluation criteria, and expectations for utilizations of funds for Eligible Organizations seeking financial support to promote tourism events, support historical preservation projects or encourage the arts. This policy includes information on the requirements, application procedure, deadlines, approval process, and required Post-Event/Project Summary Report. Should an Eligible Organization be awarded a HOT Funds Grant, it will receive the funds after Visit Marshall receives a completed Post-Event/Project Summary Report, an invoice that includes evidence of Event/Project expenditures (i.e. receipts) showcasing appropriate usage of funds and proof of Event-generated overnight stays in Marshall hotels.

DEFINITIONS

City means the City of Marshall

City Signature Events are events such as Wonderland of Lights, Memorial City Hall Performance Center Season and other City supported events are exempt from this policy but must still abide by any local, state or federal laws.

Director means the City's Director of Cultural Arts & Tourism, or the Director of the Department that oversees Visit Marshall.

Eligible Organization means an organization that is expending funds for the promotion, advertisement, publication or other marketing of an Event through various communication channels (digital, print, radio, TV, etc.).

Event means a tourism event, which is a specific, limited-time attraction or activity occurring in the City that is of interest to visitors to the City. The event must result in overnight visitation to the City's hotels therefore generating hotel occupancy tax. Sample Events include, but are not limited to, meetings, sporting, conferences, and festivals.

Historical Preservation & Restoration means private & public projects which hold historical significance, considered tourist attractions and are within the defined historical or cultural arts districts, are restored or preserved to their original or near original features by conserving building structures, facades, using original materials and maintaining appearances of structures.

Cultural Arts Project/Event (Encouragement of Cultural Arts) means use of funds specifically to promote, improve and encourage art within Marshall. Including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculptured, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution and exhibition of these major art forms.

HOT Funds means proceeds from the municipal hotel occupancy tax levied by the City, as authorized by Texas Tax Code Chapter 351. These funds have state-mandated restrictions.

HOT Funds Grant means funding awarded to an Eligible Organization as a reimbursement of funds expended for the promotion, advertisement, publication or other marketing of an Event through various communication channels (digital, print, radio, TV, etc.) Funding an awarded to an Eligible Organization as a reimbursement of funds for the Encouragement Cultural Arts or Historical Preservation & Restoration project(s).

HOT Funds Grant Review Committee means those persons appointed by the Director pursuant to this Policy, who will review and decide on submitted HOT Funds Grant applications and make recommendations to the Director on which Event(s), Cultural Arts & Historical Preservation Projects support.

Room Nights means the number of nights a hotel room in the City is occupied multiplied by the number of rooms the Event's group fills. (Examples: Two people stay in one room for two nights= two room nights. Two people stay in two rooms for two nights= four room nights)

POLICY

Visit Marshall is authorized to financially support Event Marketing, Historic Preservation Projects and the Encouragement of the Arts for the purposes of increasing visitors and promoting the City as a destination. In doing so, Visit Marshall, in conjunction with the HOT Funds Grant Review Committee, will, at their discretion, make recommendations to the Director as to which Events, Projects and Arts Organizations the City should financially support using the HOT Funds and at what level.. The following requirements and criteria have been established. The policy does not apply to City Signature Events.

HOT Funds Grant Eligibility
Events must fulfill the following criteria in order to be eligible for HOT Funds Marketing Grant:

A. Texas Tax Code Sec 351.101 (a) (3) (4) (5),
The Event, Historical Preservation Project and Encouragement of the Arts, must directly enhance and promote tourism and increase the convention and hotel industry.
    1. Event Marketing Grants: HOT Funds must be used only for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City.
    2. Historical Preservation Grants: HOT Funds must only be used for private & public projects which hold historical significance, considered tourist attractions and are within the defined historical or cultural arts districts, are restored or preserved to their original or near original features by conserving building structures, facades, using original materials and maintaining appearances of structures.
    3. Cultural Arts Grants: HOT Funds must only be used for the encouragement of the arts or to promoting and improve the arts in various forms and/or mediums within Marshall.

B. Location of the Event
The Event must predominantly take place in the City limits and its immediate vicinity.

C. <u>Generate Overnight Guests in Marshall</u>

The Event, Historical Preservation project, or Cultural Arts project must be able to draw a tourist audience and generate overnight business for hotels in the City. It is the responsibility of the Eligible Organization to monitor the number of out-of-town guests who stay in Marshall hotels for the Event. This can be done by establishing a room block for events or by surveying attendees and/or visitors (see Exhibit A attached hereto-Overnight Guest Survey Sample). The survey is an example of what can be distributed to event attendees to measure where they are from and if they are staying in a Marshall hotel. This is a sample survey and can be utilized by the event if no other mechanism is established to collect event attendee data. Any Survey utilized to measure overnight guests should be conducted by the Event Staff, organizer, organization representative or volunteers and results are to be submitted with the Post-Event/Project Summary Report. The Eligible Organization must receive survey responses from a minimum of 10% of the total Event attendees. Failure to receive survey responses from a minimum of 10% of the total Event attendees will be considered a failure, and will therefore render the Event ineligible to receive the HOT Funds Event Marketing Grant as the grant is a reimbursement.

Historical preservation projects grant recipients may survey guests visiting their facility but must provide their survey results with their Post-Project report. Cultural Arts grant recipients will be responsible for surveying attendees at various events, installations, performances etc throughout the duration of their event/project and submit with Post Event/Project Report.

Event Planners are also encouraged to work with hotels in the City to create Event Packages and secure room blocks for tracking purposes (see "City Hotels Participation" under the Evaluation Criteria section). If Event planners are unable to create packages, the Event's website must include a listing of all City Hotels with addresses, phone numbers and websites so that guests may make hotel reservations in the City. Only hotels located within City limits should be included in this list (see Exhibit B attached hereto-list of Marshall Hotels). Organizations receiving Historical Preservation or Cultural Arts Grants will be required to provide this information at their facility and to any attendees at performances, installations etc.

HOT Funds Event Marketing Grant Requirements

A. <u>Funding Limitations</u>

Each HOT Funds Event Marketing Grant shall not exceed $10,000 or more than 50% of the Event's marketing budget, whichever is less. The ability of Visit Marshall to financially support an Event and/or the amount of allocated funds may be limited by certain Visit Marshall budgetary constraints or limitations. Preference may be given to new Events to generate a greater catalog of tourism activities in Marshall. The City of Marshall and Visit Marshall are under no obligation to financially support any or all applications.

Of Note: Corporate meetings and sporting events that are otherwise eligible for a HOT Funds Marketing Grants are subject to additional in-kind contributions or contributions relate to event production, including costs for attendee registration and transportation. Such additional contributions will be detailed in the relevant agreement between the City and an Eligible Organization for a HOT Funds Event Marketing Grant.

B. Recognition of Visit Marshall in Promotion of Events

Should a HOT Funds Event Marketing Grant application be approved, Visit Marshall reserves the right to request usage of logo and/or name in conjunction with any promotion of the Event. The requirements for certain forms of Visit Marshall recognition may include:

- Event/Organization websites, if any, may include visual link to VisitMarshallTexas.com;
- Event/Organization websites, if any, may link back to all Marshall hotels for accommodation options;
- Visit Marshall's logo may be included in print and digital advertisements. Visit Marshall must approve the ads before they are published;
- If the Event includes a program, ad space may be requested to be made available to Visit Marshall at no expense;
- Visit Marshall shall have the option for a Visit Marshall Welcome Booth/Table at the entrance or registration area of the Event;
- If the Event or its organizer recognizes Event supporters via social media, Visit Marshall reserves the right to request to be recognized with a direct link or tag corresponding Visit Marshall social media page (i.e. Facebook, Instagram, Twitter); and
- For ticketed events, a minimum of ten (10) tickets or passes for each day of the Event may be requested by Visit Marshall for City use. Tickets may be used for various reasons including Visit Marshall's evaluation of the Event, social media ticket give away promotions, or business recruitment through the City's Economic Development Department, among others.

C. Deadlines

- All Eligible Organizations must submit their applications by September 1st of the year prior to the Event. For example, if the Event is happening on April 28, 2018 the application would be due on September 1, 2017. If September 1st falls on a weekend, the application will be due on the following business day.
- The Director will announce the Events that will be supported by HOT Funds Marketing Grant by January.
- The Post-Event Summary Report is due 30 days after an awarded Event has occurred.
- An invoice with supporting documents must be submitted along with the Post-Event Summary Report.

HOT Funds Cultural Arts & Historic Preservation Grant Requirements

A. Funding Limitations

Each HOT Funds Cultural Arts & Historic Preservation Grant shall not exceed $10,000. Historic Preservation Grants may not exceed 10% of the total HOT Funds Budget annually. The ability of Visit Marshall to financially support a the amount of allocated funds may be limited by certain Visit Marshall budgetary constraints or limitations. Preference may be given to new projects or organizations to generate a greater catalog of cultural arts or historical preservation projects in Marshall. The City of Marshall and Visit Marshall are under no obligation to financially support any or all applications.

B. Recognition of Visit Marshall in Promotion of Events

Should a HOT Funds Cultural Arts & Historical Preservation Grant application be approved, Visit Marshall reserves the right to request usage of logo and/or name in conjunction with any promotion of the Event. The requirements for certain forms of Visit Marshall recognition may include:

- Organization websites, if any, may include visual link to VisitMarshallTexas.com;
- Organization websites, if any, may link back to all Marshall hotels for accommodation options;
- Visit Marshall's logo may be included in print and digital advertisements for any subsequent Cultural Arts performances/events which may supported by the HOT Funds Grant. Visit Marshall must approve the ads before they are published;
- If the Organization or Arts Performance supported by the Grant includes a program, ad space may be requested to be made available to Visit Marshall at no expense;
- Visit Marshall reserves the right to request to be recognized with a direct link or tag corresponding Visit Marshall social media page (i.e. Facebook, Instagram, Twitter)

D. Deadlines

- All Eligible Organizations must submit their applications by September 1st of the year prior to the project. For example, if the Event is happening on April 28, 2018 the application would be due on September 1, 2017. If September 1st falls on a weekend, the application will be due on the following business day.
- The Director will announce the Applications that will be supported by HOT Funds Cultural Arts & Historic Preservation Grant by January.
- The Post-Event/Project Summary Report is due 30 days after an awarded a historical preservation project or a supported cultural arts event has occurred.
- An invoice with supporting documents must be submitted with report.

Evaluation Criteria

All HOT Funds Event Marketing Grants and HOT Funds Cultural Arts & Historical Preservation Grants applications will be reviewed by the HOT Funds Grant Review Committee composed of members of the Visit Marshall Advisory Board and Visit Marshall Staff.

Details on the HOT Funds Grants Review Committee's role, selection, and process are found in Exhibit C attached hereto- HOT Funds Grant Review Committee.

The HOT Funds Grant Review Committee will evaluate HOT Funds Grant applications on a case-by-case basis using following criteria, which includes but not limited to:

A. Meets Requirements
Eligible Organizations has met the requirements established in this Policy.

B. Date of the Event
Preference may be given to Events held during a lower hotel occupancy season.

C. Event/Project Appeal
Events, Preservation Projects or Cultural Art Projects with an identifiable appeal, support the brand, media recognition, and those catered to a family friendly audience may be given preference.

D. Nature of the Event or Project
The Event or Project must be deemed to be compatible with the City's mission, values, policies and brand.

E. Economic Impact of the Event
Evaluate the projected economic impact of the Event or project on the City. This includes projected impact as well as previous actual impact if applicable.

F. City Hotel Participation
Preference will be given to Event planners that work with City hotels to create Event packages and secure room blocks. Visit Marshall staff will guide Event planners through this process to ensure a viable tracking mechanism for hotels. Event planners are also encouraged to work with Visit Marshall staff and/or City hotels to secure a room block. Preference may be given to Cultural Arts & Historical Preservation Grants who work with local hotels to create packages and historically provide overnight hotel data and visitor surveys.

G. New Events
New Events, Cultural Arts & Historic Preservation Project requests may be given priority over requests from previously supported events.

H. References/Background Check
The City reserves the right to require a background check on the Event producer(s) and/or Eligible Organization. If required, an authorization to release information and associated fees will apply. Additionally, the City may request references to provide historical information about the Event, its producers, and/or Eligible Organization.

PROCEDURES

Application Process & Timeline

A. Application
Eligible Organizations must apply for consideration using the HOT Funds Marketing Grant and HOT Funds Cultural Arts & Historical Preservation Grant Applications are attached hereto as Exhibit D. All applications must be submitted by September 1 of the year prior to the event/project. The application for HOT Funds Marketing Grant must include the Event's marketing plan (including target markets) and Event details. The Cultural Arts & Historical Preservation Grant Application must include specific details regarding the usage of funds, intended artists, marketing plan for said artists, and intended preservation projects with a timeline. The application must be complete when submitted. There will be no chance to resubmit an application once it has been submitted.

B. Thorough Evaluation of Eligible Organization and Previous Events
Once initial eligibility has been determined, the HOT Funds Grant Review Committee will evaluate the completed application, including the financial stability of the Eligible Organization, as well as previous Events or Projects conducted by the Eligible Organization in the City or elsewhere, if any. Following evaluation, the HOT Funds Grant Review Committee will vote on the application. Submitted applications that receive a majority of votes shall be recommended to the Director. Any denied Events will be supported with reasoning.

C. Final Approval
Should the HOT Funds Grant Review Committee recommend an Event, Preservation Project or Cultural Arts Project to the Director, then the City Commission shall review and make the final decision. Any denied applications will be supported with reasoning.

D. Agreement
The City and the Eligible Organization will enter into an agreement for a HOT Funds Grant, in a form provided by the City. This agreement will require the Eligible Organizations signature and will include detailed information on the criteria and requirements identified in this Policy. The agreement will also include an approved HOT Funds Grant amount and will be signed by the Director. The agreement shall be a binding legal document for the use of HOT Funds.

E. Post-Event Summary Report
After the close of an Event, completion of an art installation/performance etc, or historical preservation project for which an application has been approved and an agreement entered into between the City and the Eligible Organization, the Eligible Organization shall submit a Post-Event Summary Report, on the form attached hereto as Exhibit F, and, if applicable, the Overnight Guest Survey attached hereto as Exhibit A. The Post-Event Summary Report, evaluating the outcome and success of the Event, must be submitted to Visit Marshall within thirty (30) business days following the close of the Event or Project. The Post-Event Summary Report as well as actual hotel occupancy will be reviewed by Visit Marshall staff and payment will be made accordingly, but never to exceed the maximum amount established in the

agreement. The Post-Event Summary Report must be filled out accurately and thoroughly. Failure to do this will delay payments. In addition, all information on the Post-Event Summary Report is subject to audit. Future consideration of funding requests, whether by the Eligible Organization and/or for a specific Event or Project, will depend largely on the timely submission and evaluation of the Post-Event Summary Report.

F. Final Payment
Within thirty (30) business days of the close of the Event or Project the Eligible Organization must submit an invoice totaling the amount of the supporting documentation (invoices, receipts, or other proof of payment), in an amount not to exceed the approved HOT Funds Grant amount from the agreement. The invoice must be submitted with the Post-Event Summary Report. Upon approval of all expenses and the invoice amount, the City will issue a check for reimbursement. The City reserves the right to decline any submitted expenses if they do not meet the established criteria.

FORMS

Exhibit A- Overnight Guest Survey Sample
Exhibit B- Marshall Hotels
Exhibit C- HOT Funds Grant Review Committee
Exhibit D- HOT Funds Event Marketing Grant Application
Exhibit E- HOT Funds Cultural Arts & Historic Preservation Grant Application
Exhibit F- Post Event Summary Report

ACCOUNTABILITY

Visit Marshall will maintain and oversee this policy.

SIGNATURES

INITIATING DEPARTMENT: Cultural Arts & Tourism DATE: 9/24/2019

DEPARTMENT HEAD: Mallori James ______________ DATE: ________

CITY SECRETARY: __________________________ DATE: ________

CITY MANAGER: ____________________________ DATE: _______

ITEM 8D

APPROVAL OF A SIGNED LETTER OF INTENT AUTHORIZING THE PURCHASE OF A 2020 FRAZER AMBULANCE AND RELATED EQUIPMENT

Marshall Fire Department

Fire Department Medical Unit

Replacement Specifications

City of Marshall
Fire Department
P.O. Box 698
Marshall, Texas 75671
903-935-4580 / FAX 903-935-3568

REGINALD K. COOPER, EFO FIRE CHIEF

October 24, 2019

Marshall City Manager
Marshall City Commission
City of Marshall
401 S. Alamo St.
Marshall, Texas 75670

Dear City Manager and Commissioners:

The Marshall Fire Department respectfully requests the approval of a signed letter of intent authorizing the purchase a 2020 Frazer Ambulance and related equipment. The total price of the unit will be $185,498.40. The 2020 Frazer / Dodge Ambulance will be purchased through a cooperative purchasing group called the Houston-Galveston Area Council (HGAC), which the City of Marshall is a member.

We are considering any potential cost saving measures pertaining to needed and related equipment as well as installation necessities.

We are scheduled to receive our new ambulance within the first half of the year 2020. This letter of intent authorized by you insures our price to not suffer any additional charges and no delays in our delivery date.

Please allow me to answer any questions pertaining to our request.

Chief Cooper, EFO

Marshall Fire Department

MARSHALL FIRE DEPARTMENT

2020 EMERGENCY MEDICAL SERVICES BUDGET REQUEST JUSTIFICATION REPORT

10/24/2019

The EMS Division request **$185,498.40** to purchase One (1) Frazer Type I 12' 4" Taller Generator Powered Module mounted on a RED 2020 Ram 3500 6.4L gasoline chassis w/aluminum wheels (84" CA) for the Marshall Fire Department.

It is my intention to continue to utilize the presented Strategic Plan document for the Marshall Fire Department along with the City's Plan as a road map in order to meet or exceed the goals for the next 10-15 years. Our small and large fleet replacement programs, including our fire apparatus, ambulances and utility trucks must remain intact. Since the year 2017 we have been able to purchase three (3) Advanced Life Support (ALS) Ambulances. The fuel and maintenance savings just in those acquisitions has helped to reduce our fuel and maintenance costs tremendously, not to mention the added comfort added to our patients.

The Marshall Fire Department currently has three (3) front line ambulances and (3) backups. The EMS division uses our backup units frequently when our frontline units are being serviced, repaired or when all units are on emergency calls and additional calls are received. It is not uncommon for all six ambulances to be in service at one time. Also, these units are used to provide ambulance services for ETBU football games, Marshall, and Elysian Fields high school football games and numerous other special projects in the community. It is imperative that all our ambulances be reliable in an emergency.

It currently takes approximately six (6) to nine (9) months to build and deliver an ambulance from the time the order is placed. We have included with our request a letter of intent to purchase which would insure a placement that would expedite our order and also ensure the agreed upon cost would not change. With your approval we should remain on track to receive our ambulance within the first half of 2020.

As previous ambulances have been purchased, funding set aside from ESD contracted obligations has supplemented and relinquished many of the burdens and financial challenges our city has faced pertaining to our EMS Division. I have utilized these funds to help in the purchase of EMS equipment such as this.

IT IS A <u>MUST</u> THAT WE STAY ON OUR AMBULANCE REPLACEMENT SCHEDULE FOR 2020, SO THAT WE CONTINUE TO HAVE SAFE, DEPENDABLE EMS UNITS.

CITY OF MARSHALL
2020 BUDGET YEAR
VEHICLE/EQUIPMENT OUTLAY FORM
(Including technology and computer equipment)

Complete through item number 8.

Department:	Fire Department
Division:	EMS

1	No equipment/vehicles requested
	Additional equipment or vehicle
X	Replacement. Unit # 25 of current mobile equipment/vehicle. Inventory No. NA of current capital equipment

1. Method of purchase

X	Operating Budget
	Buy-back
	Lease

2. Describe the vehicle or piece of equipment to be purchased during the next fiscal year.
Type I 12' 4" Taller Generator Powered Module mounted on a RED 2020 Ram 3500 6.4L gasoline chassis w/aluminum wheels (84" CA)

3. Explain the necessity for this equipment/vehicle, and the benefit the city will derive from purchasing it.
This equipment will continue the replacement of our aging fleet of ambulances which are costing the city several thousands of dollars in maintenance costs.

4. If this is a new acquisition (rather than a replacement for existing vehicle/equipment) enter the following:
   a. Cost of fuel to operate vehicle/equipment during the next fiscal year: $
   b. Cost of additional employees needed to operate the vehicle/equipment during the next fiscal year: $
   c. Cost of insurance and other items, next fiscal year $

5. Will the acquisition on this vehicle/equipment ☐ Reduce personnel ☐ Increase personnel ☐ No change

6. Enter the following:
   a. Estimated purchase price
   b. Add-ons (list each add on below with estimated cost)

Total cost $185,498.40

7. Approximate date to be purchased 3rd Quarter 2020

8. Estimated useful life (months) 72-120

☐ Approved

☐ Denied
Reason denied:

City Manager's Signature _______________ Date: _______________

Control Number: _______________


MARSHALL
FIRE DEPT.
AMBULANCE
MARSHALL


MARSHALL FIRE
DEPARTMENT
AMBULANCE
MARSHALL


MARSHALL
FIRE DEPT.
AMBULANCE
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Type I EMS

Custom Emergency Medical Services Vehicles

Modular body styles mounted to a variety of truck chassis primarily used for Advanced Life Support and rescue work.

GET A FREE QUOTE

- Independent Power
- 120V Air Conditioner
- Lower Cost of Ownership
- 12 ft & 14 ft
- Tons of Storage
- Spacious Interiors

Rugged Exteriors & Spacious Interiors

Spacious Interior Design

Generator Power Options

Tons of Storage

Inside / Outside Access

Ultra Powerful A/C

14 ft Emergency Vehicles

The Type I 14 ft module is the perfect solution for services that need extra space. The larger module interior accommodates more equipment and allows for larger paramedic crews to easily move around without limiting their interaction with patients. Extra exterior storage capacity allows for items like rescue gear, turnout-gear, extra backboards and any additional equipment your service requires.

- Larger Patient Compartment
- Stacked Front Cabinets Options
- Forward Backboard Compartment
- Door Forward Option
- Secondary Captain's Chair Option
- Additional Driver's Side Compartment

12 ft Emergency Vehicles

The Type I 12 ft module is perfect for most EMS services. A thoughtfully designed interior allows six medics to comfortably care for a patient at one time. Ultra-durable, all-aluminum cabinets are strategically positioned within the module to allow for easy access while seated and safe. Every Frazer comes loaded with abundant storage options that are designed to handle all of your life saving equipment.

- Lower Clearance
- More Maneuverability
- Efficient Cabinet Layouts
- Multiple Cot Retention Options
- 4 in Taller Option
- Plenty of Interior Space

Standard Dimensions

Module Size	12 ft.	14 ft.
Exterior Dimensions (Height x Length)	144" x 96"	168" x 96"
Headroom	67.5" (71.5" option available)	71.5"
Aisle Width	49.75"	

Standard Chassis Features

Module Size	12 ft.	14 ft.
Available Chassis	Chevrolet, Ford, RAM	Chevrolet, Ford, RAM, Freightliner, International
Fuel	Diesel or Gasoline	
Suspension	Liquid filled (optional on certain chassis)	Liquid filled

Standard Interior Features

Module Size	12 ft.	14 ft.
Cabinets	All-aluminum, powder coated, 12" deep cabinets with scratch-resistant/shatter-proof polycarbonate cabinet doors with restocking feature.	
Cushions	Seamless, vacuum formed cushions attached with heavy duty magnets.	
Flooring	Vinyl flooring with laminate subfloor composed of aluminum & polycarbonate sheeting.	
Air Conditioner	Self-contained 120VAC air conditioner/heater with UV light – proven 35 degree temperature differential, runs independent of chassis.	
Wall Surfaces	Bright, white interior wall surfaces for clean clinical appearance.	
Cot Mounting	Center mounted cot.	
Insulation	3 part insulation – radiant barrier, sound dampener, thermal layer.	

Standard Exterior Features

Module Size	12 ft.	14 ft.
Construction	Completely wood free module with fully welded structural grade aluminum tubing on entire unit frame.	
Chassis Mounting	Steel shear plate mounting per chassis manufacturer's instructions.	
Compartment Latches	Chrome automotive-style rotary latches at all entry and compartment doors.	
Oxygen Storage	Horizontal storage for "H" or "M" oxygen cylinder at the front wall.	
Rear Bumper	Rear bumper in three sections including folding center section.	
Removable Panels	Removable panels and latches on all exterior doors.	

Standard [illegible] & Electrical Features

Module Size	12 ft.	14 ft.
On-board Generator	120 VAC generator for full, independent power to the patient module.	
Power Supply	125 amp with life-time warranty, 120VAC to 12VDC provides module 12VDC power without drawing from the chassis alternator/battery system.	
Fail-Safe	Automatic fail-safe system provides 12VDC power to the patient module in case of generator interruption without medic involvement.	
Shore Power	30 amp shore power receptacle allows running air conditioner/heater in the station.	
Power Studs	Battery, ignition, ground and fail-safe studs in electrical compartment & console.	
Serviceability	External compartments for electrical, air conditioner, and generator & Center, transverse and perimeter electrical raceways for total access.	
Lighting	All LED interior, compartment, emergency & scene lighting.	

Building Custom Emergency Medical Service Vehicles since 1985

Home > About Us

Frazer, Ltd. is the leading builder of emergency service vehicles and generator powered custom EMS vehicles. Frazer, Ltd. has been in business since 1956 and is a growing organization with over 190 employees. We specialize in Emergency Medical Services (EMS) vehicles suitable for licensing and use as Mobile Clinics, Mobile Stroke Units, and Ambulances. With existing customers located throughout Texas and around the nation, Frazer, Ltd. prides itself on an unwavering commitment to customer service, an impeccable reputation, and unmatched production quality.

In 2017, Frazer was recognized by Fortune Magazine as one of the fastest growing inner-city businesses in America! For the full list of Fortune Magazine's list: Top 100 Fastest Growing Inner City Businesses.

The Frazer team works directly with the customer designing custom modules for just about any type of EMS vehicle that needs to be built. We work with managers of cities and municipalities, medics and emergency medical technicians and mechanics, to ensure the modules that are custom built in our warehouse (onsite) are exactly what is need and that meets all specifications necessary.

Frazer, Ltd. Office Hours

Monday – Thursday:
7:00 a.m. – 4:30 p.m. (Central Time)
Friday
7:00 a.m. – 12:00 p.m. (Central Time)

Service Department Hours

Monday – Friday
7:00 am – 3:30 pm (Central Time)

SEND US A MESSAGE NOW

Phone

Contact us by phone, we would love to hear from you.

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+1 (713) 772-5511

Fax:
+1 (713) 995-0541

Email

If you prefer to contact us by e-mail, please send your comments or questions to:

info@frazerbilt.com

To send an email to a specific department, use the departments email addresses listed below.

Accounts Payable:
accounts@frazerbilt.com

Human Resources:
careers@frazerbilt.com

Sales:
sales@frazerbilt.com

Service:
service@frazerbilt.com

Webmaster:
webmaster@frazerbilt.com

Parts:
parts@frazerbilt.com

Striping & Lettering:
graphics@frazerbilt.com

Shipping

If you prefer to contact Frazer, Ltd. by mail or would like to visit our facilities, please use the addresses listed below.

Directions to the Frazer Factory

Mailing Address:
7219 Rampart Street
Houston, Texas 77081
USA

Shipping Address:
7227 Rampart Street
Houston, Texas 77081
USA

Factory:
7227A Rampart Street
Houston, Texas 77081
USA

ITEM 8E

RECONSIDER APPROVAL OF INSCRIPTION OF DEDICATION PLAQUE FOR MEMORIAL CITY HALL

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 17, 2019

Subject: Reconsider Approval of Inscription of Dedication Plaque for Memorial City Hall

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On September 26, 2019, the Commission approved an inscription for the dedication plaque for the Memorial City Hall Performance Center. Criteria for inclusion on the plaque was based on Commissions that had approved funding for the project. There has been some concern raised that the criteria did not include all Commissioners that were involved in the project.

We are providing sample plaque wording that includes all Commissioners that were involved with the Memorial City Hall Project. The final plaque has not been ordered, therefore, a change in wording is still possible.

This item gives the Commission the opportunity to reconsider the plaque inscription if they chose to do so.

Memorial City Hall was dedicated in 1927 to honor the memory of the men and women who lost their lives in World War I. In the 1940s, the names of our citizens who died in World War II were memorialized here as well. For over 67 years the building housed city offices and a municipal auditorium. When city offices were moved to 401 South Alamo, Memorial City Hall was closed.

In 2007, the City Commission set aside space on the lower level of Memorial City Hall for Military Exhibit Space to be developed by the Harrison County Historical Museum under the direction of Executive Director Janet Cook. A grant from the Institute of Museum and Library Services and donations from private citizens and foundations were received to complete this outstanding gallery. Commissioners who committed this space were Jack Hester, Katie Jones, Mike McMurry, William Power, Ed Smith, Zephaniah Timmins and John Wilborn. Frank Johnson was City Manager.

In 2010, the City Commission voted to move forward with renovations to Memorial City Hall. Commissioners serving in 2010 were Jack Hester, Ed Hoffman, Gloria Moon, Charlie Oliver, Chris Paddie, William Power and Zephaniah Timmins. Between 2012 and 2016 cost of the renovations continued to increase, and funding became an issue. City Manager Lisa Agnor led a renewed effort to complete the project which included garnering community support and donations.

In 2017, the City Commission voted to authorize necessary funding to further renovations to this beautiful facility. Commissioners serving in 2017 were Gail Beil, Terri Brown, Vernia Calhoun, William Halliday, Larry Hurta, Doug Lewis and Gloria Moon. Final funding was approved in 2019 as Marvin Bonner, Sr. and Amy Ware joined the Commission's ranks.

The following Commissioners also held office while the project advanced: Garrett Boersma, LaDarius Carter, John Flowers, Bill Marshall, Michael Mitchell and Eric Neal.

The renovation was completed in 2019.

City Manager
Mark Rohr

Architects
Flowers & Associates, Architects, Inc.

Project Supervisors
Jack Redmon
Jeff Whiting

Contractor
City of Marshall

ITEM 8F

CONSIDER NOVEMBER 7TH AND NOVEMBER 21ST AS ALTERNATE DATES FOR CITY COMMISSION MEETINGS IN NOVEMBER

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: October 18, 2019

Subject: Consider November 7th and November 21st as Alternate Dates for City Commission Meetings in November

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This item has been placed on the agenda to discuss alternate dates for the November Commission meetings.

Due to the second meeting in November falling on Thanksgiving Day, we are recommending that the November meetings be moved to November 7th and November 21st.

The November 21st meeting will be mostly dedicated to a downtown revitalization presentation.

ITEM 9

ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 10

ADJOURNMENT