

1. 11-10-22 Agenda (PDF)

Documents:

[11-10-22 AGENDA.PDF](#)

2. 11/10/22 Agenda Packet (PDF)

Documents:

[11-10-22 AGENDA PACKET.PDF](#)



**CITY OF MARSHALL, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS, CITY HALL, 401 SOUTH ALAMO
NOVEMBER 10, 2022, 6:00 P.M.**

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

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

www.marshalltexas.net

1. **CALL TO ORDER AND ROLL CALL**
2. **INVOCATION AND PLEDGES**
3. **RECOGNITION OF JEAN BIRMINGHAM**
4. **RECESS TO CONDUCT THE CITY OF MARSHALL EMPLOYEE BENEFITS TRUST MEETING**
5. **RECONVENE THE CITY COUNCIL MEETING**
6. **CITIZEN COMMENTS**

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a [public comment form](#) and will have three (3) minutes to speak unless additional time has been requested.

7. **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**
8. **CONSENT AGENDA**

The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of

each in accordance with staff recommendations, a copy of which is filed with the minutes of the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.

- A. Consider approval of the minutes from the October 13, 2022 Regular meeting, October 28, 2022 Special-Called meeting and the October 29, 2022 Special-Called meeting.
- B. Consider approval of appointments and reappointments to the various City boards, commissions and committees. (City Secretary)
- C. Consider approval of a contract with Datamax to provide printers, copiers, scanners, related supplies and maintenance for the City of Marshall. (Finance Director)
- D. Consider approval of an Interlocal Agreement with Harrison County for Public Library Services. (Finance Director)
- E. Consider approval of an Interlocal Agreement with Harrison County for Ambulance/Rescue Services. (Finance Director)
- F. Consider approval of an Interlocal Agreement with Harrison County for Inmate Services. (Finance Director)
- G. Consider approval of an Interlocal Agreement with Harrison County for Animal Shelter Services. (Finance Director)
- H. Consider and act upon a resolution to enter into a contract with the Marshall Harrison County Public Facility Corporation to convey 2004 Dogan in exchange for the Corporation's agreement to develop single family housing affordable to low income households. (Community Development Director)
- I. Consider and act upon a resolution to enter into a contract with the Marshall Harrison County Public Facility Corporation to convey 1805 Spring St. in exchange for the Corporation's agreement to develop single family housing affordable to low income households. (Community Development Director)

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

10. **PUBLIC HEARING & ORDINANCE**

- A. Conduct a public hearing and consider a rezoning request for a 0.202 acre tract of land, being the west part of Lot 3, Block 23, Rainey Addition, from R-3 (Single Family Detached) to R-6 (Duplex, Triplex, Quadraplex). This property is located at 1300 George Gregg Street. (Community Development Director)

11. **RESOLUTION**

- A. Consider approval of a resolution increasing certain water utility fees and charges. (Finance Director)

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

- A. Presentation of the City of Marshall audit report for the 2021 fiscal year.
(Pattillo, Brown & Hill, LLP)
- B. Consider approval of a recommendation for use of Child Safety Fees. (Finance Director)
- C. Update on water meter pilot program. (Finance Director)
- D. Update regarding streetscaping for the downtown redevelopment plan. (Public Works Director)

13. **EXECUTIVE SESSION**

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

14. **ADJOURNMENT**

Posted: November 7, 2022
2:30 p.m.
N. Smith

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



**CITY OF MARSHALL, TEXAS
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- B. Consider approval of appointments and reappointments to the various City boards, commissions and committees. (City Secretary)

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- C. Consider approval of a contract with Datamax to provide printers, copiers, scanners, related supplies and maintenance for the City of Marshall. (Finance Director)

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- D. Consider approval of an Interlocal Agreement with Harrison County for Public Library Services. (Finance Director)

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- E. Consider approval of an Interlocal Agreement with Harrison County for Ambulance/Rescue Services. (Finance Director)

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- F. Consider approval of an Interlocal Agreement with Harrison County for Inmate Services. (Finance Director)

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- C. Update on water meter pilot program. (Finance Director)

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- D. Update regarding streetscaping for the downtown redevelopment plan. (Public Works Director)

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Marshall City Council Meeting

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ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2

INVOCATION AND PLEDGES

ITEM 3

RECOGNITION OF JEAN BIRMINGHAM

ITEM 4

RECESS TO CONDUCT THE CITY OF MARSHALL EMPLOYEE BENEFITS TRUST MEETING

ITEM 5

**RECONVENE THE CITY COUNCIL
MEETING**

ITEM 6

CITIZEN COMMENTS

ITEM 7

ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

ITEM 8A

CONSENT AGENDA

**CONSIDER APPROVAL OF THE
MINUTES FROM THE OCTOBER 13, 2022
REGULAR MEETING, OCTOBER 28, 2022
SPECIAL-CALLED MEETING AND THE
OCTOBER 29, 2022 SPECIAL-CALLED
MEETING**

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MARSHALL
OCTOBER 13, 2022
6:00 PM

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

PRESENT:

MAYOR: Amy Ware, District 4

COUNCIL MEMBERS:

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

ADMINISTRATIVE STAFF PRESENT:

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

INVOCATION & PLEDGE:

PRESENTATIONS & PROCLAMATIONS

223. PRESENTATION OF A PROCLAMATION RECOGNIZING THE TEXAS SOUNDS INTERNATIONAL COUNTRY MUSIC AWARDS.

Dan Duke, Tourism & Cultural Arts Director, introduced Sara Whitaker, President of East Texas Performing Arts, who thanked the City Council for their recognition of the Texas Sounds International Country Music Awards. Mayor Ware read the proclamation recognizing the Texas Sounds International Country Music Awards.

224. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF OCTOBER 2022 AS “DOMESTIC VIOLENCE AWARENESS MONTH” IN THE CITY OF MARSHALL.

Mayor Ware presented a proclamation declaring the month of October as “Domestic Violence Awareness Month” to Heather Miller, Rural Outreach Advocate for the Women's Center of East Texas.

225. PRESENTATION OF A PROCLAMATION DESIGNATING THE WEEK OF OCTOBER 9 – 15, 2022 AS FIRE PREVENTION WEEK IN THE CITY OF MARSHALL – THEME THIS YEAR IS “FIRE WON’T WAIT. PLAN YOUR ESCAPE.”

Reggie Cooper, Fire Chief, provided information regarding the history of Fire Prevention Week. Mayor Ware presented a proclamation designating the week of October 9 – 15, 2022 as Fire Prevention Week in the City of Marshall to members of the Marshall Fire Department.

226. **PRESENTATION OF A PROCLAMATION DESIGNATING THE WEEK OF OCTOBER 23 – 31, 2022 AS RED RIBBON WEEK IN THE CITY OF MARSHALL.**

Ashlei Green, Coalition Coordinator for Next Step Community Solutions thanked the City Council for their recognition of Red Ribbon Week. Mayor Ware read the proclamation designating the week of October 23 – 31, 2022 as Red Ribbon Week in the City of Marshall.

227. **CITIZEN COMMENTS**

Dr. Blair Blackburn, 701 Harvey Dr., ETBU President, expressed concerns regarding requirements of the Food Truck Ordinance.

Kim Hoops, Black Coffee Records, 402 N. Washington, spoke regarding the Food Truck Ordinance.

Ruth Criner, 2205 Park Drive, spoke regarding the need for better street lighting on Norwood and Parker, rezoning of Park, Evans and Olive Street to include mobile homes, and asked for various fees charged by the City to be reduced or eliminated.

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

Item B was withdrawn from the Consent Agenda.

229. **CONSENT AGENDA**

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

A. Consider approval of the minutes from the September 22, 2022 Regular meeting.

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

B. Consider approval of a resolution regarding Amendment #3 to the Municipal Maintenance Agreement with the Texas Department of Transportation for the maintenance, control, supervision, and regulation of certain state highways and/or portions of state highways in the City of Marshall.

Councilmember Bonner stated his reasons for withdrawing this item.

Eric Powell, Public Works, Director, provided information regarding Amendment #3 to the Municipal Maintenance Agreement with the Texas Department of Transportation.

Councilmember Truelove made a motion to approve Item B from the Consent Agenda. Councilmember Godfrey seconded the motion, which passed with a vote of 7:0.

PUBLIC HEARING

231. **CONDUCT A PUBLIC HEARING AND CONSIDER A REZONING REQUEST FOR A 5.3591 ACRE TRACT OF LAND SITUATED IN THE HENRY TEAL SURVEY, A-704, HARRISON COUNTY, TEXAS FROM A&E (AGRICULTURE AND ESTATE) TO C-3 (GENERAL BUSINESS). THIS PROPERTY IS LOCATED AT 3100 EAST END BLVD NORTH.**

Garnett Johnson, Community Development Director, asked for the approval of an ordinance regarding a rezoning request for a 5.3591 acre tract of land situated in the Henry Teal Survey, A-704, Harrison County, Texas from A&E (Agriculture & Estate) to C-3 (General Business). This property is located at 3100 East End Blvd North. Garnett Johnson stated nine (9) notices were sent with no responses. The Planning and Zoning Commission approved the change by a vote of 5:0.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmember Abraham made a motion to approve an ordinance regarding a rezoning request for a 5.3591 acre tract of land situated in the Henry Teal Survey, A-704, Harrison County, Texas form A&E (Agriculture & Estate) to C-3 (General Business). Councilmember Godfrey seconded the motion, which passed with a vote of 7:0.

232. CONDUCT A PUBLIC HEARING AND CONSIDER A REZONING REQUEST FOR A 0.70 ACRE TRACT OF LAND BEING PART OF LOT 15, BLOCK 6, CEDAR CREST ADDITION FROM C-2 (RETAIL BUSINESS) TO C-3 (GENERAL BUSINESS). THIS PROPERTY IS LOCATED AT 2604 VICTORY DRIVE.

Garnett Johnson asked for the approval of an ordinance regarding a rezoning request for a 0.70 acre tract of land being part of Lot 15, Block 6, Cedar Crest Addition from C-2 (Retail Business) to C-3 (General Business). This property is located at 2604 Victory Drive. Garnett Johnson stated eight (8) notices were sent with no responses. The Planning and Zoning Commission approved the change by a vote of 5:0.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmembers asked questions and discussed.

Councilmember Morris made a motion to approve an ordinance regarding a rezoning request for a 0.70 acre tract of land being part of Lot 15, Block 6, Cedar Crest Addition from C-2 (Retail Business) to C-3 (General Business). Councilmember Bonner seconded the motion, which passed with a vote of 7:0.

ORDINANCE

233. CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF MARSHALL AMENDING PROVISIONS OF THE CODE OF ORDINANCES CHAPTER 13A ENTITLED "FOOD AND FOOD ESTABLISHMENTS".

Garnett Johnson asked for approval of an ordinance of the City of Marshall amending provisions of the Code of Ordinances Chapter 13A entitled "Food and Food Establishments".

Councilmembers asked questions and discussed.

Garnett Johnson explained the process to meet requirements regarding this amendment to the ordinance.

Reggie Cooper provided information regarding the safety requirements of the amendment to the ordinance.

Olivia Cuenca, Health Inspector, provided information regarding health requirements of the amendment to the ordinance.

Councilmember Godfrey made a motion to approve an ordinance of the City of Marshall amending provisions of the Code of Ordinances Chapter 13A entitled “Food and Food Establishments”. Councilmember Abraham seconded the motion, which passed with a vote of 7:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COUNCIL CONSIDERATION

234. CONSIDER APPROVAL TO REJECT ALL BIDS RECEIVED FOR COAGULANT AND CAUSTIC SODA USED IN THE CITY OF MARSHALL SURFACE WATER TREATMENT PROCESS.

Eric Powell asked for approval to reject all bids received for coagulant and caustic soda used in the City of Marshall surface water treatment process due to significant rate increases. Eric Powell stated he will re-advertise for bids for both chemicals and specify the contract terms are for 90 days only.

Councilmembers asked questions and discussed.

Councilmember Truelove made a motion to approve rejecting all bids received for coagulant and caustic soda used in the City of Marshall surface water treatment process. Councilmember Fenton seconded the motion, which passed with a vote of 7:0.

235. CONSIDER APPROVAL OF A SIGNED LETTER OF INTENT AUTHORIZING THE PURCHASE OF A 2023 FRAZER AMBULANCE AND RELATED EQUIPMENT.

Reggie Cooper asked for approval of a signed letter of intent authorizing the purchase of a 2023 Frazer Ambulance and related equipment at an approximate cost of \$325,000.

Councilmembers asked questions and discussed.

Councilmember Abraham made a motion to approve a signed letter of intent authorizing the purchase of a 2023 Frazer Ambulance and related equipment. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

236. PRESENTATION OF THE MARSHALL ECONOMIC DEVELOPMENT CORPORATION SEMIANNUAL REPORT.

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

Councilmembers asked questions of Rush Harris regarding this item.

237. CONSIDER APPROVAL OF AN EXPENDITURE IN EXCESS OF \$50,000 FOR PROJECT ELKS, A CERTIFICATE OF OCCUPANCY BONUS APPLICANT.

Rush Harris asked for approval of an expenditure in excess of \$50,000 for Project Elks, a Certificate of Occupancy Bonus Applicant. Rush Harris stated this project is for a boutique hotel at 212 N. Washington Ave.

Councilmembers asked questions and discussed.

Councilmember Godfrey made a motion to approve an expenditure in excess of \$50,000 for Project Elks, a Certificate of Occupancy Bonus applicant. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

EXECUTIVE SESSION

238. AN EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE UNDER SECTION 551.074 PERSONNEL MATTERS: DISCUSS OR DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE: CITY MANAGER.

Councilmember Abraham made a motion to convene into Executive Session. Councilmember Godfrey seconded the motion, which passed with a vote of 7:0. The time was 8:12 PM.

Councilmember Truelove made a motion to reconvene from Executive Session. Councilmember Abraham seconded the motion, which passed with a vote of 7:0. The time was 9:01 PM.

ACTION ITEM FOLLOWING EXECUTIVE SESSION, IF NECESSARY

239. CONSIDERATION OF ACTIONS NECESSARY AS A RESULT OF THE EXECUTIVE SESSION REGARDING PERSONNEL MATTERS: DISCUSS OR DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE: CITY MANAGER.

Councilmember Abraham made a motion that the Mayor be authorized, on behalf of the City Council, to establish performance expectations with the City Manager, consistent with the City Council's discussions in Executive Session. Councilmember Truelove seconded the motion, which passed with a vote of 7:0.

240. **ADJOURNMENT**

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

APPROVED:

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

ATTEST:

City Secretary

Ordinances: O-22-22
O-22-23
O-22-24
Resolutions: R-22-29

MINUTES OF THE SPECIAL-CALLED MEETING OF THE
CITY COUNCIL OF THE CITY OF MARSHALL
OCTOBER 28, 2022
2:00 PM

Mayor Amy Ware called the Special-Called meeting to order in the Trophy Room, Josey Ranch, 8623 State Highway 43N, at 2:03 p.m.

PRESENT:

MAYOR: Amy Ware, District 4

COUNCIL MEMBERS:

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

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager

241. **CITIZEN COMMENTS**

There were no Citizen Comments.

242. **DISCUSSION OF RETREAT TOPICS**

- A. City Council Governance, Protocols, & Policies
- B. Strategic Planning, Long-Range Vision, Mission & Action Planning:
 - a. Planning Framework
 - b. City Council Vision, Strategic Plan & Priorities
- C. Current & Future Budget and Long-Range Financial Planning & Capital Improvement Program Planning

Councilmembers engaged in discussion with City Manager and Consultants from Raftelis.

243. **ADJOURNMENT**

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

APPROVED:

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

ATTEST:

City Secretary

MINUTES OF THE SPECIAL-CALLED MEETING OF THE
CITY COUNCIL OF THE CITY OF MARSHALL
OCTOBER 29, 2022
9:00 AM

Mayor Amy Ware called the Special-Called meeting to order in the Trophy Room, Josey Ranch, 8623 State Highway 43N, at 9:04 a.m.

PRESENT:

MAYOR: Amy Ware, District 4

COUNCIL MEMBERS:

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

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager	Christol Hall, HR Manager
Reggie Cooper, Fire Chief	Cliff Carruth, Police Chief
Eric Powell, Public Works Director	Dawn Jones, Finance Director
Randy Pritchard, Support Services Director	
Daniel Duke, Tourism & Cultural Arts Director	
Nikki Smith, City Secretary/Payroll Accountant	
Garnett Johnson, Community Development Director	

244. **CITIZEN COMMENTS**

There were no Citizen Comments.

245. **DISCUSSION OF RETREAT TOPICS**

- A. City Council Governance, Protocols, & Policies
- B. Strategic Planning, Long-Range Vision, Mission & Action Planning:
 - a. Planning Framework
 - b. City Council Vision, Strategic Plan & Priorities
- C. Current & Future Budget and Long-Range Financial Planning & Capital Improvement Program Planning

Councilmembers engaged in discussion with City Manager, City Staff and Consultants from Raftelis.

246. **ADJOURNMENT**

Councilmember Truelove made a motion for adjournment. Councilmember Fenton seconded the motion, which passed with a vote of 7:0.

APPROVED:

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

ATTEST:

City Secretary

ITEM 8B

CONSENT AGENDA

**CONSIDER APPROVAL OF
APPOINTMENTS AND
REAPPOINTMENTS TO THE VARIOUS
CITY BOARDS, COMMISSIONS AND
COMMITTEES**



To: Members of the City Council

From: Nikki Smith, City Secretary

Date: October 31, 2022

Subject: Recommendations for Appointments and Reappointments to the various City Boards, Commissions and Committees

In late September, the City announced vacancies on the various City boards, commissions and committees to Council. We advertised in the local newspaper, on the City television channel, on City social media sites, and on the City website to encourage interested citizens to contact City Hall about serving. The deadline for citizens to respond was October 28th. Responses were received from five (5) citizens.

We are now providing Council with our recommendations regarding persons to be appointed and reappointed to fill vacancies and ask for approval of the appointments and reappointments.

Information is attached that provides a summary of the responsibilities of each of the City boards, commissions and committees.

CITY BOARDS, COMMISSIONS, & COMMITTEES

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The Community Development Advisory Committee assists with establishing long-range goals and objectives for the Community Development Block Grant program and makes recommendations on the annual plan and budget for this annual federal grant. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this committee are Loretta Martin, Deon Behrman, Christy Godwin, Keith Hill, Lee Ferguson and Ernest Spencer. The staff member who works with this committee is Garnett Johnson, Director of Community Development. Questions may be directed to Mrs. Johnson at 903-934-7994 or at Johnson.garnett@marshalltexas.net.

The term of Loretta Martin is expiring. She is eligible for reappointment. There is also one vacancy on this board which needs to be filled.

We recommend that Loretta Martin be reappointed to the committee.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission hears and makes recommendations on requests for zoning changes and special use permits. This commission also reviews and approves subdivision plats in the city limits and within one mile of the city limits. The term of service on this board is three years, beginning on June 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this commission are Melisa Lewis, Gale Keys, Kenneth Moon, Jacob Fulbright, Kyle Dansby, Robert Cole, and LaDarius Carter. The staff member who works with this commission is Garnett Johnson, Director of Community Development. Questions may be directed to Mrs. Johnson at 903-934-7994 or at Johnson.garnett@marshalltexas.net.

Appointments to the Planning and Zoning Commission are brought before the City Council in May or June. The Planning and Zoning Commission is not part of the annual year-end appointment process. The appointment procedures for the Planning and Zoning Commission are provided for by ordinance in the Zoning Ordinance. It is required by ordinance that the appointments to the Planning and Zoning Commission be made in May or June each year, and that all members must be resident citizens and qualified to be voters in the City of Marshall.

ZONING BOARD OF ADJUSTMENT

The Zoning Board of Adjustment conducts hearings on appeals to enforcement of the city's Zoning Ordinance, decides on exceptions to the Zoning Ordinance, and grants variances to the Zoning Ordinance. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this board are Sam Fogle and Bill Seibert. The staff member who works with this board is Garnett Johnson, Director of Community Development. Questions may be directed to Mrs. Johnson at 903-934-7994 or at Johnson.garnett@marshalltexas.net.

There are five vacancies on this board which need to be filled.

We recommend that Elton Brock be appointed to the board.

HISTORIC LANDMARK PRESERVATION BOARD

The Historic Landmark Preservation Board is responsible for the historic landmark preservation plan and makes recommendations on establishing historic landmark preservation districts in the city limits. Members of this board must have knowledge and experience in history, art, architecture, or real estate planning and development; and have demonstrated interest, competence, or knowledge in historic preservation. The term of service on this board is two years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms that a member can serve. The current members of his board are Tony Crosby, Faye Whitaker, Sam Moseley, Rita Louise, Jay Carriker, Mary Lynn Vassar and Travis Keeney. The staff member who works with this board is Lacy Burson, Main Street Coordinator. Questions may be directed to Mrs. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

The terms of Sam Moseley, Jay Carriker and Travis Keeney are expiring. All are eligible for reappointment.

We recommend that Jay Carriker and Travis Keeney be reappointed to the board.

We recommend that Veronique Ramirez be appointed to the board.

MAIN STREET ADVISORY BOARD

The Main Street Advisory Board assists in the economic revitalization and promotion of downtown Marshall. This is a thirteen-member board, representing public and private sector interests. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Jeanett Krohn, Karen Bickerdike, Deb Parker, Mary O'Neal, Lucy Golladay, Cheryel Carpenter, Zelina Wright, Stephanie Phelps, Scott Carlile, Raven Lenz, Amelia Rabalais and Tracy Jackson. The staff member who works with this board is Mrs. Lacy Burson, Main Street Coordinator. Questions may be directed to Mrs. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

The terms of Karen Bickerdike and Deb Parker are expiring. Karen Bickerdike and Deb Parker are not eligible for reappointment. There will be three openings on this board which need to be filled.

We recommend that Marcial Avelar be appointed to the board.

VISIT MARSHALL ADVISORY BOARD

The Visit Marshall Advisory Board is responsible for establishing operating policies for Visit Marshall and for evaluating the progress of Visit Marshall in the attainment of its goals. This board consist of seven tourism related representatives. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of three consecutive full terms. The current members are George Carter, Ryan Erwin, Wes Smith, Joseph Filippazo, Gary Arthur, Krysta Coleman and Vivian Lewis. The staff member who works with this board is Mr. Dan Duke, Director of Tourism and Culture Arts. Questions may be directed to Mr. Dan Duke at 903-935-4417 or at duke.daniel@marshalltexas.net.

The terms of George Carter, Ryan Erwin and Wes Smith are expiring. George Carter and Ryan Erwin are eligible for reappointment. Wes Smith is not eligible for reappointment. There will be one opening on this board which needs to be filled.

We recommend that George Carter and Ryan Erwin be reappointed to the board.

KEEP MARSHALL BEAUTIFUL BOARD

Keep Marshall Beautiful Board advises the City Council on issues related to littering and property appearance. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Cheryel Carpenter, Delores Butler, Robert Shaw, Lana Shaw, Susan Marshall and Lillian Banks. The staff member who works with this board is Mr. Dan Duke, Director of Tourism and Cultural Arts. Questions may be directed to Mr. Dan Duke at 903-935-4417 or at duke.daniel@marshalltexas.net.

The terms of Cheryel Carpenter and Lillian Banks are expiring. Cheryel Carpenter and Lillian Banks are eligible for reappointment. There is also one vacancy on this board which needs to be filled. Robert Shaw and Lana Shaw have resigned from the board.

We recommend that Cheryel Carpenter and Lillian Banks be reappointed to the board.

We recommend that Becky Koesel and Felicia Mathis be appointed to the board.

MARSHALL PUBLIC LIBRARY BOARD OF TRUSTEES

The Marshall Public Library Board of Trustees serves as the advisory board for the Marshall Public Library. Of the seven members on this board, at least five members must be full-time residents of the City of Marshall. The term of service on this board is two years, beginning on

January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Jerry Hancock, Lacey Lawson, Christina Deel, Darlene Dotson and Jenny Kerr. The staff member who works with this board is Anna Lane, Library Director. Questions may be directed to Mrs. Lane at 903-935-4465 or at alane@marshallpubliclibrary.org.

The terms of Christina Deel, Darlene Dotson and Jenny Kerr are expiring. Christina Deel is not eligible for reappointment. Darlene Dotson and Jenny Kerr are eligible for reappointment. There are also two vacancies on this board which need to be filled.

We recommend that Darlene Dotson and Jenny Kerr be reappointed to the board.

MARSHALL DOWNTOWN DEVELOPMENT CORPORATION

The Marshall Downtown Development Corporation promotes and assists in the development, growth, and economic wellbeing of the downtown area of Marshall. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Jessica Ford, Dr. Blair Blackburn, Kat Evans, Glenn Bickerdike, Stacey Splawn, Jim Davis and Dinaora Harris. The staff member who works with this board is Mrs. Dawn Jones, Finance Director. Questions may be directed to Mrs. Jones at 903-935-4519 or at jones.dawn@marshalltexas.net.

No appointments needed.

PARKS ADVISORY BOARD

The Parks Advisory Board serves as an advisory committee to the City Council and City staff in establishing plans or procedures concerning usage, planning, goals, and objectives of parks and recreation services. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this board are Colin Brady, Jerry Calderon, Melisa Lewis, James Runnels, Mike Haynes, LaDarius Carter and Gloria Moon. The staff member who works with this board is Randy Pritchard, Director of Support Services. Questions may be directed to Mr. Pritchard at 903-934-7920 or at Pritchard.randy@marshalltexas.net.

The terms of James Runnels, Mike Haynes and LaDarius Carter are expiring. All are eligible for reappointment.

We recommend that James Runnels, Mike Haynes and LaDarius Carter be reappointed to the board.

ITEM 8C

CONSENT AGENDA

**CONSIDER APPROVAL OF A CONTRACT
WITH DATAMAX TO PROVIDE
PRINTERS, COPIERS, SCANNERS,
RELATED SUPPLIES AND
MAINTENANCE FOR THE CITY OF
MARSHALL**



MEMORANDUM

To: Terrell Smith, City Manager
From: Dawn I. Jones, Finance Director
cc: Nikki Smith, City Secretary
Date: 10/31/2022
Re: Data Max Proposal

The City is moving towards a more paperless environment while striving to be more efficient. To help us accomplish this we reached out to various companies to solicit proposals to reduce the Citywide cost for copiers, printers, scanners, related supplies and maintenance.

After reviewing the proposals submitted it was determined, the proposal from Data Max offers the best cost savings and flexibility.

I am asking Council to consider and approve the City engage in a contract with Data Max.

ITEM 8D

CONSENT AGENDA

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR PUBLIC LIBRARY SERVICES FOR HARRISON
COUNTY FOR 2022 - 2023**

**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 Council 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 covenants 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 \$78,000.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$6,500.00. 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, 2022 and ending September 30, 2023.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of ____, 2022.

ATTEST:

CITY OF MARSHALL

BY: _____
Nikki Smith, City Secretary

BY: _____
Terrell Smith, City Manager

ATTEST:

HARRISON COUNTY

BY: _____
Liz James, County Clerk

BY: _____
Chad Sims, County Judge

ITEM 8E

CONSENT AGENDA

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR AMBULANCE/RESCUE SERVICE FOR
CERTAIN AREAS IN HARRISON COUNTY FOR 2022 - 2023**

**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 covenants 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, 2022 and ending September 30, 2023, 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, 2022 and ending September 30, 2023.

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 _____, 2022.

ATTEST:

CITY OF MARSHALL

BY: _____
Nikki Smith, City Secretary

BY: _____
Terrell Smith, City Manager

ATTEST:

HARRISON COUNTY

BY: _____
Liz Whipkey, County Clerk

BY: _____
Chad Sims, County Judge

ITEM 8F

CONSENT AGENDA

**CONSIDER APPROVAL OF AN
INTERLOCAL AGREEMENT WITH
HARRISON COUNTY FOR INMATE
SERVICES**

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 _____, 2022, 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 utilize 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, 2023. 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**
1 Peter
Whetstone
Square Rm 314
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

Terrell Smith, City Manager

Chad Sims, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Nikki Smith, City Secretary

Liz James, County Clerk

ITEM 8G

CONSENT AGENDA

**CONSIDER APPROVAL OF AN
INTERLOCAL AGREEMENT WITH
HARRISON COUNTY FOR ANIMAL
SHELTER SERVICES**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND
HARRISON COUNTY, TEXAS FOR ANIMAL SHELTER SERVICES FOR HARRISON
COUNTY FOR 2022 - 2023**

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 Council 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 City operates Animal Shelter/Impoundment Services in its normal duties for the purpose of reducing general animal control problems in the City, including but not limited to, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; and other related services as prescribed by the Texas Health and Safety Code; and

WHEREAS, the County has a need for certain Animal Shelter Services and is not equipped to render such services and the County has historically relied on the City to provide such animal shelter services; and

WHEREAS, the City's records indicate that Harrison County citizens, residing outside of the city limits of Marshall, delivered, dropped off, or otherwise deposited animals that were impounded at the Marshall Animal Shelter during the year; 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 Animal Shelter and Impoundment Services to the citizens of the County and the City;

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

1. City of Marshall, through the Marshall Police Department, Animal Control Division, agrees to furnish animal shelter services to the citizens of Harrison County, Texas, for a period of one (1) year, beginning October 1, 2022 and ending September 30, 2023, in accordance with the terms, provisions and conditions as set forth below.

2. The City shall secure and hold certification with the State Health Department for animal control and quarantine services, as evidence of qualification.

3. In consideration of the Animal Shelter 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 \$39,100.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$3,258.33. These funds paid by the County must be used by the City of Marshall to operate and maintain the Marshall Animal Shelter and the services provided at that facility.

4. The City of Marshall will furnish and operate an animal shelter facility within the corporate city limits of Marshall for use by Harrison County and City of Marshall residents. In addition, the City of Marshall Animal Control Division will perform such duties as required within Harrison County to assure proper impoundment of suspected rabid domestic pets or other cats or dogs that have been legally impounded by the Harrison County Animal Control authority. The City's Animal Shelter Services do not include trapping nuisance animals, removal of deceased animals or conducting cruelty investigations.

5. The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of policies and operations of the Marshall Animal Shelter.

6. 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.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2022 and ending September 30, 2023.

8. 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 _____, 2022.

ATTEST:

CITY OF MARSHALL

BY: _____
Nikki Smith, City Secretary

BY: _____
Terrell Smith, City Manager

ATTEST:

HARRISON COUNTY

BY: _____
Liz Whipkey, County Clerk

BY: _____
Chad Sims, County Judge

ITEM 8H

CONSENT AGENDA

**CONSIDER AND ACT UPON A
RESOLUTION TO ENTER INTO A
CONTRACT WITH THE MARSHALL
HARRISON COUNTY PUBLIC FACILITY
CORPORATION TO CONVEY 2004
DOGAN IN EXCHANGE FOR THE
CORPORATION'S AGREEMENT TO
DEVELOP SINGLE FAMILY HOUSING
AFFORDABLE TO LOW INCOME
HOUSEHOLDS**

THE STATE OF TEXAS

COUNTY OF HARRISON

**AGREEMENT BETWEEN CITY OF MARSHALL, TEXAS
AND CITY OF MARSHALL-HARRISON COUNTY PUBLIC FACILITY
CORPORATION**

This Agreement made by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation, herein called "City", and Marshall-Harrison County Pulic Facility Corporation a 501(c)(3) nonprofit corporation, hereinafter called "MHCPFC";

WITNESSETH:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which the City shall convey real property for the purpose of developing single family housing affordable to low income households.

II. CONVEYANCE OF REAL PROPERTY

The City agrees to convey specific real property within the City of MARSHALL, Harrison County, Texas, for the purpose of improving the lots conveyed and increasing the conditions and value of the surrounding subdivision. The specific property to be conveyed by the City is described in Exhibit "A", attached hereto and incorporated by reference (the "Property"). The Property is conveyed and executed under the explicit authorization of the City Council of the City of Marshall, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

III. TERM OF CONTRACT

The term of this Agreement shall begin upon its execution (the "Effective Date") and end two years after the Effective Date unless the housing project is not completed with the construction of affordable housing on the Property and an extension of time is granted by the City Council. If the housing project on the Property is completed by the construction of affordable housing on the Property during the Term of this Agreement, the purpose of this Agreement shall be fulfilled and City and MHCPFC shall be released and have no further rights and obligations pursuant to this Agreement.

IV. INDEMNITY

MHCPFC SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S

FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S) OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MHCPFC OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. MHCPFC WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

MHCPFC SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, WHETHER SUCH ACT OR OMISSION WAS THE SOLE PROXIMATE CAUSE OF THE INJURY, DAMAGE, OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF MHCPFC OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND MHCPFC WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. MHCPFC AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, MHCPFC SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that MHCPFC shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. The MHCPFC shall have exclusive control of and the exclusive right to control the details for the services and work performed hereunder, and all persons performing the same, including being solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors. The doctrine of respondeat superior shall not apply as between City and MHCPFC, its officers, agents, employees, contractors, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between City and MHCPFC. No person performing any work hereunder shall be considered an officer, agent,

servant, or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. MHCPFC shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, and liabilities applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods, or details of MHCPFC's work. MHCPFC shall assume exclusive responsibility for the work. MHCPFC is entirely free to do the work in its own way.

VI. APPLICABLE LAWS, ORDINANCES

MHCPFC shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City. MHCPFC hereby agrees as follows:

A. MHCPFC will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

B. MHCPFC will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

C. MHCPFC will construct housing that is valued at no more than 95% of The City of Marshall's median purchase price as specified in Section 203(b) of HUD's FHA single family mortgage insurance program. Housing must also pass HUD's Housing Quality Standards.

D. MHCPFC shall obtain and maintain documentation evidencing that housing constructed on the Property meets the eligibility criteria of this Agreement.

E. No officer, employee or board member of MHCPFC shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to MHCPFC of any land, materials, supplies

or

services purchased with any funds transferred hereunder, except on behalf of MHCPFC as an officer, employee, member, or program participant.

F. MHCPFC shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A

through E. MHCPFC shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. MHCPFC shall maintain accounts and records adequate to identify

and

account for all cost pertaining to the Agreement. These records will be made available to the City for audit purposes and will be retained for two (2) years after the expiration of this Agreement unless permission to destroy them is granted by the City.

VII. PROJECT REPORTS

Yearly status reports are to be prepared by MHCPFC and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of MHCPFC acquired assets shall be submitted to the City in regard to the Property in a form suitable to the City, on an annual basis and at the end of the Agreement.

VIII. SOVEREIGN IMMUNITY

By executing this contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

IX. DEFAULT PROVISION

In the event that either MHCPFC or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, MHCPFC and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and MHCPFC have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity. In any event, this Agreement may be terminated by mutual consent of MHCPFC and City in writing.

X. RELEASE

MHCPFC HEREBY RELEASES, RELINQUISHES, ACQUITS, AND FOREVER DISCHARGES

CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, MHCPFCAIMS, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH MHCPFC HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CMLAIMS, OR CITY'S NEGLIGENCE.

XI. THIRD-PARTY BENEFICIARY

The City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

XII. ASSIGNMENT

MHCPFC has the right to assign this Agreement, in whole or in part, and including any

obligation, right, title, or interest of MHCPFC under this Agreement to any person or entity that is or will become an owner of any portion of the Property ("Assignee") without the City consent, but with notice to the City, so long as the public purposes of this Agreement are completed in accordance with the terms of this Agreement. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement.

XII. AUTOMATIC REVERSION

MHCPFC and City explicitly agree that this conveyance complies with the conditions of Texas Local Government Code, Section 253.011 and Section 272.001. If, for any reason, MHCPFC at any time fails to use the Property during the Term of this Agreement for the public purpose in the manner for which it was conveyed, the Property shall automatically revert to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date being this the ____ day of _____, 2022.

CITY OF MARSHALL, TEXAS

By: _____
Amy Ware, Mayor

ATTEST:

Nikki Smith, City Secretary

MARSHALL-HARRISON COUNTY PUBLIC
FACILITY CORPORATION

By: _____
R. Michael Hallum, authorized representative
of the Marshall-Harrison County Public Facility
Corporation

**A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE
CITY OF MARSHALL, TEXAS**

WHEREAS, the City of Marshall, Texas (“the City”) owns those certain tracts of land in Harrison County, Texas described in the attached Exhibits “A” (2004 Dogan St.) and “B” (1805 Spring St.) (herein collectively referred to as “the Property”); and

WHEREAS, the City seeks to convey the Property to the Marshall-Harrison County Public Facility Corporation (“the Corporation”), a non-profit organization, pursuant to Texas Local Government Code, Sections 253.011 and 272.001 for the purpose of permitting the Corporation to develop low cost affordable housing; and

WHEREAS, the consideration for the transfer of the Property to the Corporation must be in the form of an agreement that requires the Corporation to use the Property in a manner that promotes a public purpose of the municipality, and which provides for a right of reverter to the City if the Corporation should fail to use the Property in that manner; and

WHEREAS developing low cost and affordable housing for the citizens of the City is a legitimate and recognized public purpose of the City; and

WHEREAS the City Council determines that the Agreement between the City of Marshall, Texas and the City of Marshall-Harrison County Public Facility Corporation attached hereto as Exhibit “C” is good and sufficient consideration for the transfer of the Property that meets the requirements of Texas Local Government Code §253.011;

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

1. The City Council for the City of Marshall hereby authorizes the City Manager to enter into Agreements for the transfer of the Property in the form attached hereto as Exhibit “C;”
2. The Council for the City of Marshall further authorizes the City Manager to execute all documents necessary to convey the Property to the City of Marshall-Harrison County Public Facility Corporation, including any deeds or other instruments necessary to transfer title to the Property.

PASSED AND APPROVED this _____ day of _____, 2022.

AYES: _____

NOES: _____

ABSTAINED: _____

CHAIRPERSON OF THE CITY COUNCIL
OF THE CITY OF MARSHALL, TEXAS

ATTEST:

City Secretary

After recording, return to:
 Scott Rectenwald
 110 W. Fannin
 Marshall, Texas 75670

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRISON	§	

THAT the City of Marshall, Texas, a home rule municipality, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee herein, including that agreement between the parties made pursuant to Texas Local Government Code §253.011, dated ____, 2022, and requiring the grantee herein to use the property described herein for a public purpose of the municipality, which is incorporated herein by reference as if fully copied and set forth ("the Agreement"), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto The Marshall-Harrison County Pulic Facility Corporation, a non-profit organization (herein referred to as "Grantee"), whose address is 1401 Poplar St., Marshall, Texas 75670, all the following described real property situated in Harrison County, Texas, to-wit:

A Fee Simple Determinable Interest in and to all of that lot, tract or parcel of land in Harrison County, Texas, described as follows: That property municipally known as 2004 Dogan, Marshall, Texas - Lot 3, Block E, Julius Addition to the City of Marshall, and which is described under instrument No. 2019-000014588 in the Official Public Records of Harrison County, Texas and in Vol. 262, Page 263 Deed records of Harrison County, Texas.

This conveyance is made and accepted subject to the following matters to the extent the same are in effect at this time.

Any and all exceptions, reservations, restrictions, covenants, conditions and easements, if any, related to the herein described property, but only to the extent that they are still in effect, showing of record in the hereinabove mentioned

county and state and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

AS WELL AS THE FOLLOWING RIGHT OF REVERTER: The interest conveyed herein is a determinable interest given pursuant to Texas Local Government Code 253.011, and said interest will cease to exist should Grantee fail to use the Property described herein during the terms of the parties' Agreement in a manner that primarily promotes the public purpose of providing affordable housing to low income persons or families, and in which case the Property shall automatically revert to the City of Marshall, Texas.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" WITH ANY AND ALL DEFECTS, INCLUDING, BUT NOT LIMITED TO LATENT DEFECTS, EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN, AND BUYER IS RELYING SOLELY UPON BUYER'S OWN INVESTIGATION REGARDING THE PROPERTY. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, the Grantee's successors and assigns forever, and Grantors do hereby bind themselves, their successors and legal representatives to warrant and forever defend, all and singular the said premises unto the said Grantee, the Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED this ____ day of October, 2022.

THE CITY OF MARSHALL, TEXAS

By: _____
Amy Ware, Mayor

THE STATE OF TEXAS
COUNTY OF HARRISON

 ∞

This instrument was acknowledged before me on the ____ day of October, 2022 by Amy Ware, Mayor for the City of Marshall, Texas as the act and deed of said home rule municipality for the purposes and consideration expressed therein.

NOTARY PUBLIC, State of _____
My Commission Expires: _____

Typed or Printed Name of Notary

ITEM 8I

CONSENT AGENDA

**CONSIDER AND ACT UPON A
RESOLUTION TO ENTER INTO A
CONTRACT WITH THE MARSHALL
HARRISON COUNTY PUBLIC FACILITY
CORPORATION TO CONVEY 1805
SPRING ST. IN EXCHANGE FOR THE
CORPORATION'S AGREEMENT TO
DEVELOP SINGLE FAMILY HOUSING
AFFORDABLE TO LOW INCOME
HOUSEHOLDS**

After recording, return to:
 Scott Rectenwald
 110 W. Fannin
 Marshall, Texas 75670

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRISON	§	

THAT the City of Marshall, Texas, a home rule municipality, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee herein, including that agreement between the parties made pursuant to Texas Local Government Code §253.011, dated ____, 2022, and requiring the grantee herein to use the property described herein for a public purpose of the municipality, which is incorporated herein by reference as if fully copied and set forth ("the Agreement"), the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto The Marshall-Harrison County Pulic Facility Corporation, a non-profit organization (herein referred to as "Grantee"), whose address is 1401 Poplar St., Marshall, Texas 75670, all the following described real property situated in Harrison County, Texas, to-wit:

A Fee Simple Determinable Interest in and to all of that lot, tract or parcel of land in Harrison County, Texas, described as follows: That property municipally known as 1805 Spring, Marshall, Texas - Lot 3, Block 1, Turney First Addition, City of Marshall, and described under instrument No. 2019-000014551 in the Official Public Records of Harrison County, Texas and at Vol. 221, Page 86 Deed Records of Harrison County, Texas

This conveyance is made and accepted subject to the following matters to the extent the same are in effect at this time.

Any and all exceptions, reservations, restrictions, covenants, conditions and easements, if any, related to the herein described property, but only to the extent that they are still in effect, showing of record in the hereinabove mentioned

county and state and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

AS WELL AS THE FOLLOWING RIGHT OF REVERTER: The interest conveyed herein is a determinable interest given pursuant to Texas Local Government Code 253.011, and said interest will cease to exist should Grantee fail to use the Property described herein during the terms of the parties' Agreement in a manner that primarily promotes the public purpose of providing affordable housing to low income persons or families, and in which case the Property shall automatically revert to the City of Marshall, Texas.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" WITH ANY AND ALL DEFECTS, INCLUDING, BUT NOT LIMITED TO LATENT DEFECTS, EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN, AND BUYER IS RELYING SOLELY UPON BUYER'S OWN INVESTIGATION REGARDING THE PROPERTY. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, the Grantee's successors and assigns forever, and Grantors do hereby bind themselves, their successors and legal representatives to warrant and forever defend, all and singular the said premises unto the said Grantee, the Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED this ____ day of October, 2022.

THE CITY OF MARSHALL, TEXAS

By: _____
Amy Ware, Mayor

THE STATE OF TEXAS
COUNTY OF HARRISON

 ∞

This instrument was acknowledged before me on the ____ day of October, 2022 by Amy Ware, Mayor for the City of Marshall, Texas as the act and deed of said home rule municipality for the purposes and consideration expressed therein.

NOTARY PUBLIC, State of _____
My Commission Expires: _____

Typed or Printed Name of Notary

ITEM 9

CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 10A

PUBLIC HEARING & ORDINANCE

**CONDUCT A PUBLIC HEARING AND
CONSIDER A REZONING REQUEST FOR
A 0.202 ACRE TRACT OF LAND, BEING
THE WEST PART OF LOT 3, BLOCK 23,
RAINEY ADDITION, FROM R-3 (SINGLE
FAMILY DETACHED) TO R-6 (DUPLEX,
TRIPLEX, QUADRPLEX). THIS
PROPERTY IS LOCATED AT 1300
GEORGE GREGG STREET**

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. O-87-13 TO REZONE A 0.202 ACRE TRACT OF LAND, BEING THE WEST PART OF LOT 3, BLOCK 23, RAINEY ADDITION, FROM R-3 (SINGLE FAMILY DETACHED) TO R-6 (DUPLEX, TRIPLEX, QUADRAPLEX). LOCATED AT 1300 GEORGE GREGG STREET.

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 14 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request zoning district map amendments; 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 changes to the Zoning District Map; and

WHEREAS, after the close of said public hearing and pursuant thereto, the Planning & Zoning Commission filed a written report with the City Council, recommending changes in the Zoning District Map; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Council held a public hearing in Marshall, Texas at City Hall on the 10th day of November, 2022, at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

WHEREAS, the City Council, after considering the proposed changes and after hearing all parties and citizens desiring to be heard, deems that the following changes 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 COUNCIL 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. That the zoning map established by Ordinance No. O-87-13 is hereby amended to rezone that certain 0.202-acre tract of land, being the west part of Lot 3, Block 23, Rainey Addition, located at, and being municipally known as 1300 George Gregg Street from R-3 (Single Family Detached) to R-6 (Duplex, Triplex, Quadraplex).

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 the 10th day of November, 2022.

AYES: __

NOES: __

ABSTAINED: __

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

ATTEST:

CITY SECRETARY

ITEM 11A

RESOLUTION

**CONSIDER APPROVAL OF A
RESOLUTION INCREASING CERTAIN
WATER UTILITY FEES AND CHARGES**



DEPARTMENT OF FINANCE

MEMORANDUM

To: Terrell Smith, City Manager
From: Dawn I. Jones, Finance Director
cc: Nikki Smith, City Secretary
Date: 11/1/2022
Re: Water Billing Fee Increase

I am asking Council to consider and approve the following fee increase to be effective January 1, 2023:

- Deposit for renters to increase from \$100 to \$150.
- Disconnect fee to increase from \$45 to \$50.

ITEM 12A

PRESENTATION OF THE CITY OF MARSHALL AUDIT REPORT FOR THE 2021 FISCAL YEAR



DEPARTMENT OF FINANCE

MEMORANDUM

To: Terrell Smith, City Manager
From: Dawn I. Jones, Finance Director
cc: Nikki Smith, City Secretary
Date: 10/31/2022
Re: FY 2021 Audit

Pattillo, Brown & Hill, .L.P. has completed the FY 21 audit of the City. Representatives from the firm will be at the meeting to present their report.

ITEM 12B

**CONSIDER APPROVAL OF A
RECOMMENDATION FOR USE OF
CHILD SAFETY FEES**



MEMORANDUM

To: Terrell Smith, City Manager
From: Dawn I. Jones, Finance Director
cc: Nikki Smith, City Secretary
Date: 10/31/2022
Re: Martin House Funding Allocation

The FY 22 budget includes revenue of \$31,000 as well as an allocation of \$31,000. We have historically provided funding to The Martin House Children's Advocacy Center. This year we received \$31,500.

I would like Council to consider and approve the funding allocation of \$31,500 to The Martin House.

ITEM 12C

UPDATE ON WATER METER PILOT PROGRAM



DEPARTMENT OF FINANCE

MEMORANDUM

To: Terrell Smith, City Manager
From: Dawn I. Jones, Finance Director
cc: Nikki Smith, City Secretary
Date: 10/31/2022
Re: Workshop on Kamstrup Water Meters

Representatives from SecureVision of America, Inc. will present an update of the pilot program we participated in regarding installing Kamstrup water meters.

ITEM 12D

UPDATE REGARDING STREETSCAPING FOR THE DOWNTOWN REDEVELOPMENT PLAN



MEMO

TO: City Council

FROM: Eric Powell, PE, Director of Public Works

DATE: October 28, 2022

SUBJECT: Downtown Streetscape Program - UPDATE

This memo will serve as an update on the Downtown Streetscape Program where you will be presented with updates on current construction and design progress on future phases. As you may know the City of Marshall began the Downtown Streetscape Program in 2021 with the 200 block of N. Washington which was completed in June of 2021. The second phase of the program was started in January of 2022 which encompassed the 100 block of E. Houston and was completed in May of 2021. The remaining phases to “complete” the program are the 300 and 400 block of N. Washington and the 100 block of E. Houston and W. Houston (south side of the courthouse square.) The engineering firm that was selected to prepare the designs for the first two phases, Hayes Engineering from Longview has already completed the design of the 300 block of N. Washington which was presented to Council along with the 100 block of E. Houston (north side of courthouse square) in September of 2021 where it was decided to construct the 100 block of E. Houston. A map is attached to this memo showing the phases and the future design\construction areas.

The next step in the program would be to complete the engineering design for the 400 block of N. Washington and the 100\200 block of E and W Houston (south side of the courthouse square.) Hayes Engineering has provided engineering costs for both of those locations as well as estimated construction costs which are attached to this memo.

Design\Engineering Costs:

100\200 block of E & W Houston (south side of square)	\$47,500
400 block of N. Washington	\$32,000

It is staff recommendation that we approve the work orders for the remaining two areas not currently designed so that we may present the designs to the Council for review and selection.

The estimates for the remaining phases of construction are listed below:

300 block of N. Washington	\$380,293
----------------------------	-----------

400 block of N. Washington	\$354,230
100\200 block of E and W Houston (south side of square)	\$575,458

Cc: Terrell Smith, City Manager
Dawn Jones, Finance Director
Garnett Johnson, Community Development Director

Attachments

ITEM 13A

EXECUTIVE SESSION

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

ITEM 14

ADJOURNMENT