1. 11.12.20 Agenda (PDF)

   Documents:

   11.12.20 AGENDA.PDF

2. 11.12.20 Agenda Packet (PDF)

   Documents:

   1 11.12.20 AGENDA PACKET.PDF

   2.I. Canvass General Election November 3, 2020 (PDF)

   Documents:

   R-20-20 CANVASS GENERAL ELECTION 2020.PDF

   2.II. Canvass Special Election To Fill Vacancy District 2 November 3, 2020 (PDF)

   Documents:

   R-20-21 CANVASS SPECIAL ELECTION FILL DISTRICT 2 2020.PDF

   2.III. Canvass Special Election Street Tax November 3, 2020 (PDF)

   Documents:

   R-20-22 CANVASSING RETURNS AND DECLARING RESULTS OF THE SPECIAL CITY ELECTION SALES TAX.PDF

   2.IV. Canvass Special Election Charter Amendments November 3, 2020 (PDF)

   Documents:

   R-20-23 CANVASSING RETURNS AND DECLARING RESULTS OF THE SPECIAL CITY ELECTION CHARTER AMENDMENTS.PDF

CITY OF MARSHALL, TEXAS
REGULAR CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, NOVEMBER 12, 2020, 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. **MINUTES**

   A. Consider approval of the minutes from the October 22, 2020 Regular meeting.

4. **CANVASS ELECTION**

   A. Consider approval of a resolution canvassing the results of the General Election held on November 3, 2020. (Acting City Attorney)

   B. Consider approval of a resolution canvassing the results of the Special Election to Fill a Vacancy in District 2 held on November 3, 2020. (Acting City Attorney)

   C. Consider approval of a resolution canvassing the results of the Special Election for a proposition on the question of the reauthorization of the local sales and use tax in the City of Marshall at the rate of 1/8th of one percent to continue providing revenue for the maintenance and repair of municipal streets. (Acting City Attorney)

   D. Consider approval of a resolution canvassing the results of the Special Election to consider sixteen (16) proposed amendments to the Charter of the City of Marshall providing for the City's form of government; boundaries powers; City Council; City Officers, Terms and Term Limits, Vacancies and Forfeitures of Office; Financial Procedures; Budgeting; Issuance of Debt; Taxation; Elections of City Council; Initiative; Referendum and Recall Franchises and Regulation of Public Utilities; Financial Interests for City Council and Officers; Claims Against the City; Liens, Assignments; Garnishment and Security Bonds; All of the above as allowed by the state law of Texas; Repealing obsolete provisions and adding a new provision to allow Renumbering and Rearranging the Charter as long as no substantive change is made; Correcting typographical errors; and Providing for Severability and an Effective Date. (Acting City Attorney)

5. **PRESENTATION**

A. Presentation of plaques to outgoing City Commissioners.

6. **OATH OF OFFICE AND BOND APPROVAL**

A. Issue Oath of Office for Council members representing Districts 2, 6, and 7. (Acting City Attorney)

B. Consider approval of bonds for Council members representing Districts 2, 6, and 7. (Acting City Secretary)

7. **EXECUTIVE SESSION**

A. Pursuant to the Open Meetings Act, Texas Government Code, Section 551.074 (Personnel) – Discussion of Chairman, or Mayor, and Acting Chairman, or Mayor Pro-Tem, for the City Council.

8. **ELECTION OF CHAIRMAN AND ACTING CHAIRMAN**

A. Consider election of the Chairman, or Mayor, for the City Council. (City Manager)

B. Consider election of the Acting Chairman, or Mayor Pro-Tem, for the City Council. (City Manager)

9. **CITIZEN COMMENTS**

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

11. **CONSENT AGENDA**

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

A. Street Sweeping Activity Report. (Public Works Director)

B. Municipal Court Activity Report. (Acting Finance Director)

C. Consider approval of an agreement with the Weisman Center Cooperative for space in the Weisman building. (City Manager)

D. Consider approval of an agreement with Central Perks, LLC for space in the Weisman building. (City Manager)

E. Consider approval of an agreement with Harrison County for funding of the animal adoption center.

12. **PUBLIC HEARING**

A. Conduct a public hearing and consider amending the Community Development Block Grant 5-year Consolidated Plan and the 2020 Program Year Annual Action Plan to include CDBG-COVID Funds and proposed activities. (Main Street Manager)

13. **ORDINANCE**

A. Consider approval of an ordinance amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances, revising the schedule of refuse rates, providing for monthly charges, and establishing an effective date of January 1, 2021. (Director of Public Works)

14. **RESOLUTIONS**

A. Consider approval of a resolution suspending SWEPCO's proposed effective date related to its statement of intent to increase rates, submitted to the City of Marshall on or about October 13, 2020; engaging special counsel to represent the City with regard to SWEPCO's statement of intent; authorizing intervention in proceedings related to SWEPCO'S statement of intent through a coalition of cities known as Cities Advocating Reasonable Deregulation ("CARD"); and directing SWEPCO to reimburse the City's reasonable rate case expenses related to SWEPCO'S statement of intent. (Director of Public Works)

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

A. Presentation of the City of Marshall audit report for the 2019 fiscal year. (Knuckols, Duvall, Hallum, & Co.)

B. Consider approval of Small Business Grant Fund Applications. (Main Street Manager)

C. Report regarding needed appointments to the various City boards, commissions, and committees. (City Manager)

D. Report from Chief of Police on National Prescription Drug Take Back event. (Police Chief)

E. Consider approval of Boom-Axe purchase for the Public Works Department. (Director of Public Works)

F. Consider approval of financing for the purchase of seven (7) new Police Department vehicles and authorization for the City Manager to execute the financing contract. (Finance Director)

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

17. **ADJOURNMENT**

Posted: November 9, 2020
5:00 p.m.
N. Smith

This meeting will be conducted in accordance with the Americans with Disabilities Act. Requests for sign interpretive services will be available with at least 48-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office 903-935-4446.

CITY OF MARSHALL, TEXAS
REGULAR CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, NOVEMBER 12, 2020, 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.

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ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2

INVOCATION AND PLEDGES

ITEM 3

MINUTES

APPROVAL OF THE MINUTES FROM THE OCTOBER 22, 2020 REGULAR MEETING

MINUTES OF THE REGULAR MEETING OF THE
CITY COMMISSION OF THE CITY OF MARSHALL
THURSDAY, OCTOBER 22, 2020
6:00 PM

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

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:
Marvin Bonner, District 1
Leo Morris, District 2
Amy Ware, District 4
Vernia Calhoun, District 5
Larry Hurta, District 6
Doug Lewis, District 7

ADMINISTRATIVE STAFF PRESENT:
Mark Rohr, City Manager
Cliff Carruth, Police Chief
Scott Rectenwald, Acting City Attorney
Randy Pritchard, Support Services Superintendent
Glenna Williams, Acting City Secretary/Finance Director
Eric Powell, Public Works Director
Mallori James, Tourism & Cultural Arts Director
Stormy Nickerson, Management Analysis/Communications Coordinator
Cherilyn Johnston, HR Manager
Nikki Smith, Deputy City Secretary/Payroll Accountant

INVOCATION & PLEDGE: Commissioner Hurta & Mayor Brown

226. **RECESS TO CONDUCT THE CITY OF MARSHALL EMPLOYEE BENEFITS TRUST MEETING**

The Regular City Commission Meeting was recessed to conduct the City of Marshall Employee Benefits Trust Meeting. The time was 6:05 p.m.

227. **RECONVENE THE CITY COMMISSION MEETING**

The Regular City Commission Meeting reconvened. The time was 6:24 p.m.

228. **CITIZEN COMMENTS**

There were no citizen comments.

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

No items were withdrawn from the Consent Agenda.

230. **CONSENT AGENDA**

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

A. Consider approval of the minutes from the October 1, 2020 Special-Called meeting and the October 8, 2020 Regular meeting.

B. Monthly financial report.

C. Consider approval of investment report for the third quarter of 2020.

PROCLAMATION

231. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF OCTOBER AS “DOMESTIC VIOLENCE AWARENESS MONTH”.

Mayor Brown read a proclamation declaring the month of October as “Domestic Violence Awareness Month”.

RESOLUTION

232. CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING THE ABANDONMENT OF AN EASEMENT COVERING TEN ACRES IN THE HENRY J. TEAL SURVEY.

Eric Powell, Public Works Director, asked for approval of a resolution authorizing the abandonment of an easement covering ten acres in the Henry J. Teal Survey.

Commissioners asked questions and discussed.

Commissioner Hurta made a motion to approve a resolution authorizing the abandonment of an easement covering ten acres in the Henry J. Teal Survey. Commissioner Bonner seconded the motion, which passed with a vote of 7:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

233. CONSIDER APPROVAL TO AWARD A CONTRACT FOR PHASE 2 OF THE 2020 STREET IMPROVEMENT PROGRAM.

Eric Powell stated four bids were received for Phase 2 of the 2020 Street Improvement Program. He asked for approval to award a contract to Rayford’s Truck & Tractor at a cost of $597,385.50.

Commissioners asked questions and discussed.

Eric stated if any funds remained the list of streets would be expanded. He stated three components for street improvement are being utilized; asphalt overlay, pulverization and reconstruction, and mill and fill.

Mayor Brown made a motion to approve awarding a contract to Rayford’s Truck & Tractor for Phase 2 of the 2020 Street Improvement Program. Commissioner Ware seconded the motion, which passed with a vote of 7:0.

234. CONSIDER APPROVAL TO AWARD A CONTRACT FOR THE NORTH WASHINGTON AVENUE STREETSCAPE PROJECT.

Eric Powell stated three bids were received for the North Washington Avenue Streetscape Project. He asked for approval to award a contract to Casey Slone Construction at a cost of $375,800.

Mark Rohr, City Manager, provided a timeline for this project. Construction will begin on December 28, 2020 after Wonderland of Lights and is to be complete within four months. There will be a $500 per day penalty for not completing the project on schedule.

Eric stated the Streetscape Improvement Project will be ADA compliant and will result in new sidewalks, trash cans, benches, lights, etc.

Commissioner Calhoun made a motion to approve awarding a contract to Casey Slone Construction for the North Washington Avenue Streetscape Project at a cost of $375,800. Commissioner Bonner seconded the motion, which passed with the following vote:

Ayes: 6, Mayor Brown, Commissioners Calhoun, Bonner, Ware, Morris and Hurta
Nays: 1, Commissioner Lewis

235. CONSIDER APPROVAL OF SMALL BUSINESS GRANT FUND APPLICATIONS.

Mallori James, Tourism & Cultural Arts Director, explained the purpose of the grant and asked for approval of the applications to award $2,500 to both Luxury Nails and Spa, and Central Perks.

Commissioners asked questions and discussed.

Mayor Brown made a motion to approve the applications for Small Business Grant Funds to Luxury Nails and Spa, and Central Perks. Commissioner Calhoun seconded the motion, which passed with a vote of 7:0.

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

There were no items withdrawn from the Consent Agenda.

237. **ADJOURNMENT**

Commissioner Lewis made a motion for adjournment. Commissioner Hurta seconded the motion, which passed with a vote of 7:0.

APPROVED:

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

ATTEST:

____
Deputy City Secretary

Resolution: R-20-19

ITEM 4A

CANVASS ELECTION

APPROVAL OF A RESOLUTION CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2020

Memorandum

To: Mark Rohr, City Manager

From: Glenna Williams, Acting City Secretary

Date: November 5, 2020

Re: Resolutions Canvassing General Election, Special Election to Fill a Vacancy, Special Election for a proposition on the question of reauthorization of the local sales and use tax in the City of Marshall at the rate of 1/8th of one percent to continue provide revenue for the maintenance and repair of municipal streets, and Special Election to consider sixteen (16) proposed amendments to the Charter of the City of Marshall held on November 3, 2020

Resolutions canvassing the results of the November 3, 2020 General Election and Special Elections will be presented for approval at the November 12, 2020 City Commission Meeting.

ITEM 4B

CANVASS ELECTION

APPROVAL OF A RESOLUTION CANVASSING THE RESULTS OF THE SPECIAL ELECTION TO FILL A VACANCY IN DISTRICT 2 HELD ON NOVEMBER 3, 2020

ITEM 4C

CANVASS ELECTION

APPROVAL OF AN ORDINANCE CANVASSING THE RESULTS OF THE SPECIAL ELECTION FOR REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF 1/8TH OF ONE PERCENT

ITEM 4D

CANVASS ELECTION

APPROVAL OF AN ORDINANCE CANVASSING THE RESULTS OF THE SPECIAL ELECTION TO CONSIDER SIXTEEN (16) PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MARSHALL

ITEM 5A

PRESENTATION

PRESENTATION OF PLAQUES TO OUTGOING CITY COMMISSIONERS

ITEM 6A

OATH OF OFFICE

ISSUE OATH OF OFFICE FOR COUNCIL MEMBERS REPRESENTING DISTRICTS 2, 6, AND 7

Memorandum

To: Mark Rohr, City Manager

From: Glenna Williams, Acting City Secretary

Date: November 5, 2020

Re: Oath of Office

Attached is a copy of the Oath of Office that will be administered to the newly elected City Council members at the City Council Meeting on November 12, 2020.

Form 2204 - Oath of Office
(General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

Mail**:** P.O. Box 12887, Austin, Texas 78711-2887.
Overnight mail or hand deliveries**:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.
Fax**:** (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.
Email**:** Scanned copies of the executed Oath may be sent to register@sos.texas.gov. If sent by email, the original Oath should also be mailed to the appropriate address above.

NOTE*: Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the "Anti-Bribery Statement") with the Office of the Secretary of State***.**

Commentary

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

Officers Required to File Oath of Office with the Secretary of State**:**

Gubernatorial appointees
District attorneys
Appellate and district court judges
Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas
Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code
Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

Officers Not Required to File Oath of Office with the Secretary of State**:**

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.

All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

As a general rule, city and county officials do not file their oath of office with the Secretary of State–these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office. **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons**: Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division)*, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov't Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer's qualification so that the commission may be issued.

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov.

Revised 9/2017

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569

Filing Fee: None

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, ______________________________________ , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of ____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

____
Signature of Officer

Certification of Person Authorized to Administer Oath

State of ____________________________

County of ____________________________

Sworn to and subscribed before me on this ______________ day of ____________________, 20____.

(Affix Notary Seal, only if oath administered by a notary.)

____
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

____
Printed or Typed Name

Print **Reset**

ITEM 6B

BOND APPROVAL

APPROVAL OF BONDS FOR COUNCIL MEMBERS REPRESENTING DISTRICTS 2, 6, AND 7

Memorandum

To: Mark Rohr, City Manager

From: Glenna Williams, Acting City Secretary

Date: November 5, 2020

Re: Bonds for City Council members

We have taken the necessary action to obtain or renew the $5,000 bonds, required by the City Charter, for City Council members in Districts 2, 6 and 7. I am asking the Council approve these bonds.

ITEM 7A

EXECUTIVE SESSION

PURSUANT TO THE OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE, SECTION 551.074 (PERSONNEL) – DISCUSSION OF CHAIRMAN, OR MAYOR, AND ACTING CHAIRMAN, OR MAYOR PRO-TEM, FOR THE CITY COUNCIL

ITEM 8A

ELECTION OF CHAIRMAN

ELECTION OF THE CHAIRMAN, OR MAYOR, FOR THE CITY COUNCIL

MEMORANDUM

To: Members of the City Council

From: Mark Rohr City Manager

Date: November 5, 2020

Subject: Election of the Chairman, or Mayor, for the City Council

---

Section 3 of the City Charter provides for the election of a Chairman from among the members of the City Council. The Chairman is commonly referred to as Mayor because that title is more familiar to the general public.

ITEM 8B

ELECTION OF ACTING CHAIRMAN

ELECTION OF THE ACTING CHAIRMAN, OR MAYOR PRO-TEM, FOR THE CITY COUNCIL

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: November 5, 2020

Subject: Election of the Acting Chairman, or Mayor Pro-Tem, for the City Council

---

Section 3 of the City Charter provides for the election of an Acting Chairman to act in the place of the Chairman in his or her absence. The Acting Chairman is commonly referred to as Mayor Pro-Tem because that title is more familiar to the general public.

ITEM 9

CITIZEN COMMENTS

ITEM 10

ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

ITEM 11A

CONSENT AGENDA

STREET SWEEPING ACTIVITY REPORT

City of MARSHALL TEXAS

TO: Members of the City Commission

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

DATE: November 2, 2020

SUBJECT: Street Sweeping Activity Report for October 2020

The Street Sweeping Activity Report for the month of October 2020 is attached for your review.

STREET SWEEPING ACTIVITY REPORT
OCTOBER 2020

STREET NAME	NUMBER OF TIMES SWEPT
Acadia St.	1
Alamo Blvd.	2
N. Allen Blvd.	1
Albemarle Rd.	1
S. Allen Blvd.	1
Ann Dr.	1
Arlington Rd.	1
Austin St. (Downtown)	9
Bell St.	1
Belmont Dr.	1
Bergstrom Place	1
Bolivar St. (Downtown)	9
S. Bolivar St.	1
Buena Vista Dr.	1
Burleson St. (Downtown)	9
Calvert Dr.	1
Carolanne Blvd.	1
Carter St.	1
Carters Ferry Rd.	2
Cedarcrest Dr.	1
City Hall (surrounding streets)	2
N. College St.	1
S. College St.	1
S. Columbus St.	1
Cotton Court	1
Courthouse Square	9
Crestwood Dr.	1
Dixie Court	2
Elmwood St.	1
Emory St.	3
Fisher Dr.	2
Fitzgerald St.	1
Garden Court	1
S. Garrett St.	2

S. Grove St.	1
Guimon Rd.	1
Halbert St.	1
Henley Perry Dr.	1
Henry St.	1
Hillcrest Terrace	1
Hollis Taylor St.	1
W. Houston St.	2
Hughes St.	1
Hulane St.	1
Jasper Dr.	1
Jeff Davis St.	1
Johnson St.	2
Lansdowne St.	1
Laurel Lane	1
Leland St.	2
Lynoak St.	1
Marshall Public Library parking lot	1
Mary Mack Dr.	1
Merritt St.	1
Mobile St.	1
Norwood St.	1
Palm Plaza	1
Parker St.	1
Pecan St.	1
Pemberton St.	1
Pinecove St.	1
Rosborough Springs Rd.	2
Rebel Lane	1
E. Rusk St. (Downtown)	9
W. Rusk St.	1
Sanford St.	2
Shadywood Dr.	1
Sherman Dr.	1
Shirley St.	1
Spring St.	1
E. Travis St.	3
University Ave.	1
Valerie Dr.	1
Van Zandt Ave.	2
N. Washington Ave. (Downtown)	9
S. Washington Ave.	1
Washington Place North	1
Washington Place South	1
Waubun St.	1

N. Wellington St. (Downtown)	9
Wiley Ave.	1
Wingwood Dr.	1
Wingwood Terrace	1

NUMBER OF STREETS/AREAS SWEPT IN OCTOBER: 83

ITEM 11B

CONSENT AGENDA

MUNICIPAL COURT ACTIVITY REPORT

CITY OF MARSHALL

Monthly Report For Oct 2020

Cases Filed

STEP Site	Traffic	Penal	City Ordinance	Parking	Other	Total
0	166	18	6	11	5	206

Financial

State Costs	City Costs	Fines	Tech Fund	Bld Security	Total
$18,759.78	$7,913.65	$5,811.75	$1,915.00	$13,971.56	$48,371.74

Trials/Hearings

Jury	Bench	Appealed	Total
0	0	0	0

Warrants

Issued	Recalled	Served	Fees Collected	Amount Collected	Outstanding
1	18	38	$1,240.84	$8,047.10	$2,722,957

Dispositions

Paid	Time Served	Dismissed	Appealed	Total
162	24	57	0	245

Office of Court Administration – Austin, TX

- OCA monthly report data compiled from the **October 2019** report (submitted 11/19/2019) revealed the following data:

  Active cases: 1,338
  Inactive cases: 4,962

- OCA monthly report data compiled from the **November 2019** report (12/19/2019) revealed the following data:

  Active cases: 1,187
  Inactive cases: 5,147

- OCA monthly report data compiled from the **December2019** report (submitted 01/21/2020) revealed the following data:

  Active cases: 1,071
  Inactive cases: 5,193

- OCA monthly report data compiled from the **January 2020** report (submitted 02/20/2020) revealed the following data:

  Active cases: 947
  Inactive cases: 5,259

- OCA monthly report data compiled from the **February 2020** report (submitted 03/17/2020) revealed the following data:

  Active cases: 847
  Inactive cases: 5,292

- OCA monthly report data compiled from the **March 2020** report (submitted 04/21/2020) revealed the following data:

  Active cases: 812
  Inactive cases: 5,254

- OCA monthly report data compiled from the **April 2020** report (submitted 05/20/2020) revealed the following data:

  Active cases: 619
  Inactive cases: 5,291

- OCA monthly report data compiled from the **May2020** report (submitted 06/17/2020) revealed the following data:

  Active cases: 628
  Inactive cases: 5,347

- OCA monthly report data compiled from the **June 2020** report (submitted 07/15/2020) revealed the following data:

  Active cases: 740
  Inactive cases: 5,297

- OCA monthly report data compiled from the **July 2020** report (submitted 08/20/2020) revealed the following data:

  Active cases: 794
  Inactive cases: 5,248

- OCA monthly report data compiled from the **August 2020** report (submitted 09/16/2020) revealed the following data:

  Active cases: 1,001
  Inactive cases: 5,221

- OCA monthly report data compiled from the **September 2020** report (submitted 10/19/2020) revealed the following data:

  Active cases: 1,014
  Inactive cases: 5,272

Community Service Applications

As of this report date (11.04.20) municipal court has 13 applications that were distributed to defendants at previous court proceedings. These were forwarded to Lt. Huffman at the Police Department for review and assignment to various entities for completion of hours.

Update on Municipal Court recent plan to reduce inactive cases **October 2020 Report**

***No Changes from previous report*.**

Since the last commission report an interview board convened and an officer from the Marshall Police Department was selected to be assigned to Court Services. Officer Jose Burciaga was selected from five applicants. We look forward to working with Officer Burciaga with regards to the warrant service and community service program. (***Previously reported***)

The Amnesty program and warrant round up will be implemented upon the arrival of Officer Burciaga to the courts in addition to the court restrictions being lifted by the Texas Supreme Court and Office of Court Administration. ***(Previously reported***)

I have received a response from DPS regarding the OMNIBase program and I am working to finalize the MOU with Texas Department of Public Safety and the City of Marshall.

MOU has been forwarded from DPS to Judicial Staff for review of procedure regarding process of payment and documentation.

Leland J Benoit

Municipal Court Administrator

ITEM 11C

CONSENT AGENDA

APPROVAL OF AN AGREEMENT WITH THE WEISMAN CENTER COOPERATIVE FOR SPACE IN THE WEISMAN BUILDING

MEMORANDUM

To: Members of the City Council

From: Mark Rohr, City Manager

Date: November 5, 2020

Subject: Consider approval of an agreement with the Weisman Center Cooperative for space in the Weisman building

---

This item has been placed on the agenda for Council's consideration.

LEASE AGREEMENT
CITY OF MARSHALL AND WEISMAN CENTER COOPERATIVE

This Lease Agreement is made and entered into to be effective this 1st day of October 2020, by and between the City of Marshall, Texas, ("City"), and the Weisman Center Cooperative (the "Cooperative") Cooperative hereafter referred to as Tenant").
Recitals.

Whereas, the City is the owner of the property commonly known as J. Weisman & Co., located at 211 North Washington; and

Whereas, the tenants include the Weisman Center Cooperative, which is an independent non-profit organization established and existing under the laws of the State of Texas for the purpose of operating a manufacturer's cooperative, and Central Perks, LLC, a for profit Texas Limited Liability Company; and

Whereas, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

Whereas, the City desires to assist the Tenant in its operation that promotes the development of retail sales, tourism, and a strong manufacturing sector for Marshall and its vicinity; and

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

Whereas, the City has agreed to lease to the Tenant and the Tenant has agreed to lease from the City the property located at 211 North Washington; and

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1 Grant.

The City leases to the Tenant, as-is with all faults, that certain property located at 211 North Washington ("Premises").

Section 2 Term.

The term of this Lease shall commence November 1, 2020 and shall terminate on October 31, 2025 a term of five years. This Lease may be renewed by the Tenant for an additional two-year period upon the mutual consent of the parties. **Notwithstanding the foregoing, the Tenant agrees and understands that the City may terminate this Lease at any time by giving the Tenants sixty (60) days written notice to vacate the premises.** The Tenant understands and agrees that they shall have no recourse against City if City terminates the lease or any part thereof during any term of the lease. Notwithstanding, the foregoing, the City also agrees that the Tenant may terminate this lease with the City at any time by giving the City sixty (60) days written notice that the Tenant is vacating the premises.

Section 3
Rent, Levies and Utilities

3.1 Rent. The Tenant agrees to pay the City a monthly rent during the term of this lease. The rent will be established by the Marshall City Commission and may be adjusted annually. The City agrees not increase the rent by more than 20% in any year. For the first year of this lease the Cooperative shall pay $445 per month. Payment shall be due on the first day of each month and the first payment shall be paid on the first day this lease becomes effective.

3.2 Levies. The City shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services. During the term of this Lease, the City shall supply the Premises with a reasonable amount of ventilation, air conditioning and heating as required by the season for the use of the Premises. The City shall also provide its usual light, electrical power and water, as now installed. Any repair work needed on the above-listed utility services shall be provided by the City at no expense to the Tenant. All other services required by the Tenant shall be at the sole expense of the Tenant. The Tenant shall provide and pay for all telephone and computer service used on Premises. The Tenant shall pay for trash disposal.

Section 4 Occupancy And Use.

4.1 The Cooperative shall have the non-exclusive use of and control of the following parts of the building:

> The existing retail space on the first floor that occupies the area from the north row of columns to the south wall of the building and the storage area on the first floor south of the north row of columns.
>
> The third floor including the storage space on the third floor.
>
> Wall space on the second floor or mezzanine to display artwork. Artwork displayed on the walls in the part of the second floor or mezzanine occupied by Central Perks shall contribute to the atmosphere of the restaurant seating area desired by Central Perks.
>
> Customers in the building shall be allowed to pass through any space in the building that is open to customers regardless of what Tenant has the use and control of that space. No Tenant may impede or restrict in any way the movement of customers through the building except through the use of stanchions approved by the City Manager's designee.
>
> The closet in the small meeting room on the second floor or mezzanine.

That part of the second floor or mezzanine extending south to the wall of the small meeting room, maintenance closet, and restrooms from a line that goes due east from a point four feet north of the door to the stairway to the third floor to the railing. An open space of a minimum of twelve feet must be left open and unobstructed at all times to allow free and easy access into and out of the portion of the second floor or mezzanine occupied by Central Perks. Other walkways and aisles will be the width required by the Fire Code.

The shelves in the small meeting room on the second floor or mezzanine for display of merchandise. Central Perks shall have use of the cabinets below the shelves in the small meeting room.

The small meeting room on the second floor or mezzanine will not be open for browsing by customers during any time that it is reserved by any party for an event unless agreed to by the party reserving the room. If the Cooperative is required to move merchandise on the mezzanine, Central Perks will charge a moving fee in an amount not to exceed $300.00, and pay the collected fee to the Cooperative.

Customers in the building shall be allowed to pass through any space in the building that is open to customers regardless of what Tenant has the use and control of that space. No tenant may impede or restrict in any way the movement of customers through the building except through the use of stanchions approved by the City Manager's designee.

4.2 The small meeting room on the second floor mezzanine shall be common space for all tenants. Use of the small meeting room will be booked on the central calendar located at the Weisman Retail Cooperative central checkout.

4.3 Perks may install locks on an existing door to any space controlled by them except the north front door. Locks will be installed upon the approval of the City of Marshall and at the expense of Perks. Keys to any locks installed by Perks shall be provided to a City of Marshall representative designated by the City Manager. The City of Marshall reserves the right to revoke this condition upon written notice delivered to Perks, remove locks installed by Perks, and install new locks at the expense of the City of Marshall if the conditions of this provision are not observed.

4.4 Central Perks shall be able to place stanchions to delineate that the restaurant is closed in the event the building is open at a time when the restaurant is closed. The stanchions used shall be of an attractive design in keeping with the quality of the surroundings in the building and shall be approved by the City Manager's designee. No other barricade or partition system may be used except what is approved by the City Manager's designee. The placement of the stanchions must also be approved by the City Manager's designee. The stanchions must be erected in a way that allows ingress and egress through the north front door.

4.5 The restrooms on the first floor, the second floor or mezzanine, and the third floor shall be under the control of the City. The City shall be responsible for cleaning the restrooms, stocking them with paper supplies or providing an adequate amount of paper supplies to allow either the Cooperative or Perks to re-stock paper supplies if necessary

4.6 The City will be responsible for maintaining building safety, security, and accessibility features. The City will also establish widths of selected walkways on all floors of the building to assure reasonable movement by customers along the selected walkways.

4.7 The normal operating hours of the building shall be 10:00 a.m. to 5:30 p.m. Monday through Saturday. Tenant may vary from those operating hours as needed. Seven day notice shall be given by either The Cooperative or Perks to the other party in the event one of the parties desires to open the building to customers at a time outside of the normal operating hours of the building or be closed during normal operating hours. In the event of an unanticipated occurrence such as an illness or a death in the family the seven day notice is waived, but every effort shall be made to provide the other tenant with as much advance notice as possible that the affected tenant will be closed during normal operating hours.

4.8 No furniture, fixture, equipment, decoration, or merchandise belonging to any tenant may be moved, adjusted, or manipulated in any way by any other tenant without the prior consent of the owner of the furniture, fixture, equipment, decoration, or merchandise.

4.9 The Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the City including the Rules and Regulations shown in Attachment A. The Rules and Regulations shown in Attachment A shall apply only to the Cooperative.

4.10 The Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes.

4.11 The City, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

4.12 The Janitor's Closet on the second floor or mezzanine is common space and will be available for use by both the Cooperative and Perks.

4.13 The Cooperative shall not have any outside vendors come into the building to sell food.

4.14 Perks shall not have any outside vendors come into the building to sell merchandise either in the building or on the sidewalk in front of the building.

4.15 The Cooperative shall be allowed to offer samples of vendor's pre-packaged foods.

4.16 Food provided in the small meeting room must be either pre-packaged food items or it must be prepared in a kitchen that is inspected and approved by the City of Marshall Health Inspectors.

4.17 Perks shall have the non-exclusive use of and control of the following parts of the building:

The existing dining room and office/storage space that occupies the area from the north row of columns north to the north wall of the building on the first floor;

That part of the second floor or mezzanine level extending north to the north wall from a line that goes due east from a point four feet north of the door to the stairway to the third floor due east to the railing, including the storage area ;

Customers in the building shall be allowed to pass through any space in the building that is open to customers regardless of what Tenant has the use and control of that space. No tenant may impede or restrict in any way the movement of customers through the building except through the use of stanchions approved by the City Manager's designee.

4.18 Notwithstanding anything to the contrary herein, the City shall retain control and use of that approximately 800 square feet of first floor space for a downtown visitors center, which is currently occupied by the City.

Section 5
Quiet Enjoyment of Premises, Alterations and Surrender.

5.1 The Tenants' Duty To Maintain Premises. The Tenant shall, at its sole expense, keep the Premises in a condition of thorough repair and good order, and shall be responsible for all routine and customary janitorial services, with the exception of the area covered by section 4.5 above . In the event that the Tenant fails to perform any maintenance obligation required by this Lease, and the failure continues for 30 days after being notified in writing by the City of such failure, the City may, at its option, make the necessary repairs and charge the Tenant for all costs incurred in making such repairs. Notwithstanding the foregoing, the City shall be responsible for maintaining and repairing the structural components of the Premises, except to the extent such structural components are damaged by the Tenant, its agents, employees or invitees. The Tenant agrees to promptly notify the City of any observed structural defects. Upon receipt of such notice by the Tenant, the City agrees to promptly repair such defects at the City's sole cost and expense.

5.2 Use Of the Premises. The Tenant shall use the premises in compliance with the conditions of the grant agreements between the City of Marshall and the U.S. Department of Commerce Economic Development Administration, U.S. Department of Agriculture Rural Development Administration and the Texas Department of Economic Development. These conditions required the building to 1) be used primarily as a manufacturer's retail outlet; and, 2) to encourage the creation and expansion of small businesses. The Tenant shall not use the Premises in a manner that would violate any federal, state or local laws. The Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to the Premises, or to any fixtures and equipment located therein.

5.3 Alterations and Additions. The Tenant shall have the right to make such other alterations, additions and improvements to the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with all applicable laws, and further provided that the Tenant shall have obtained the prior written consent of the City, which consent shall not be unreasonably withheld.

5.4 Surrender. Upon the termination of this Lease, the Tenant shall surrender possession of the Premises to the City in good condition and repair, ordinary wear and tear excepted.

Section 6 Assignment, Sublease and Liens.

The Tenant shall not assign this lease in whole or in part. The Tenant may sublet the Premises or any part of the premises in compliance with Section 4, “Occupancy and Use” and Attachment A without the prior written consent of the City.

Section 7 Limitations of Use

Tenant shall not, without the City's prior written consent, keep anything within the Premises, use the Premises, or fail to install or maintain any safety equipment which would cause increases in the insurance premium costs or result in the invalidation of any insurance policies on the Premises. Tenant shall not keep at Premises any material that is explosive or flammable in nature in such quantities as may endanger any part of the Premises without the written consent of all insurance companies carrying fire and rent insurance on the property or contents. All property kept, stored, or maintained within the premises by Tenant shall be at Tenant's own risk.

Section 8 Insurance.

The Tenant shall procure and maintain at its own expense during the term of this Lease the types and amounts of insurance as shall be deemed necessary by the Tenant to cover contents liability and, with insurance companies authorized to do business in Texas. The City shall be named as an additional insured on all policies of the Tenant. The Tenant shall provide proof of insurance. The City shall have no obligation or responsibility to Tenant for any damage or destruction resulting or occurring to Tenant's equipment, merchandise, or other property placed in or upon the demised premises.
The Tenant expressly understands and agrees that any insurance protection furnished by it hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the provisions of Section 9 of this agreement.

The City shall maintain fire and extended coverage insurance in such amounts as the City may, in its sole discretion, deem proper and appropriate to insure the Premises. The City's duty to rebuild and/or repair shall in no event exceed the fire and extended insurance coverage paid for any such loss, and should the insurance proceeds be inadequate or insufficient to property rebuild and/or complete such repairs, the City may elect to terminate this lease effective as of the date of mailing of notice thereof.

Section 9 Indemnification.

9.1 The Tenant agrees to defend, indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all claims arising by reason of injury or death of any person or damage to property resulting from the Tenant's use or occupancy of the Premises, or the acts or omissions of the Tenant's officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the negligence or willful misconduct of the City, its agents or employees. Upon notice from the City of any claim which the City believes to be covered hereunder, the Tenant shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Tenant of any of its obligations under this agreement.

9.2 This section shall survive expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

Section 10 Required Reporting.

Tenant shall provide separate financial reports including quarterly and/or annual sales reports, profit and loss reports, an annual balance sheet, and other reports as may be required by the City Manager or his designee.

Section 11 Miscellaneous Provisions.

11.1 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

11.2 Governing Law/Jurisdiction . This Lease shall be construed and be enforceable in accordance with the laws of the State of Texas. Any dispute concerning the obligations or provisions of this lease, the formation of this lease, or any matter related thereto shall be filed exclusively in a court of competent jurisdiction in Harrison County, Texas.

11.3 Binding Effect Of Lease. The covenants, agreements and obligations contained in this Lease shall extend to, bind and inure to the benefit of the parties and their representatives, successors and assigns.

11.4 Authorization To Execute Lease. The persons executing this Lease represent and warrant that they are duly authorized and acting representatives of the City and the Tenant respectively, and that by their execution of this Lease, it became the binding obligation of the City and the Tenant respectively, subject to no contingencies or conditions except as specifically provided in the agreement.

11.5 Entire Agreement. This Lease constitutes the entire agreement of the City and the Tenant with respect to the subject matter of this Lease, and no act or omission of the City or the Tenant shall alter, change or modify any of the provisions in the agreement. Any amendments, changes or modifications of this Lease shall be effective only when made in writing and executed by authorized officers of the parties.

11.6 Modification of Agreement. No amendment, modification, or altercation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

11.7 Notices. Unless otherwise specified, any notice, demand or request required under this agreement shall be given in writing at the addresses set forth below, by personal service or registered or certified mail, return receipt requested.

If to the City:	City of Marshall 401 S. Alamo Marshall, Texas 75670
If to the Tenants:	The Weisman Center Cooperative 211 N. Washington Marshall, Texas 75670 and Central Perks, LLC 211-A N. Washington Marshall, Texas 75670

IN WITNESS WEREOF, the parties have caused the Lease Agreement to be executed by their respective and appropriate officials on this the ____ day of October, 2020 to be effective on the date for the term herein provided.

THE CITY OF MARSHALL, TEXAS

By:______________________________

Mark Rohr, City Manager

ATTEST:

Glenna Williams, Acting City Secretary

"City"

THE WEISMAN CENTER COOPERATIVE

By:______________________________

Its President

Secretary Treasurer

ATTACHMENT A TO LEASE AGREEMENT WEISMAN PROJECT RULES

MISSION STATEMENT

It is the mission of the J. Weisman & Company Retail Cooperative to provide producers ofa products bound for the retail market a place to market their goods in a retail venue to allow for increased profitability. The center also wants to provide a unique and quality shopping experience to attract out-of- town shoppers promoting economic vitality in downtown Marshall. It is also the mission of the center to contribute to the revitalization of downtown. Harrison County and the East Texas region has a number of manufacturers/producers/assemblers of products bound for the retail market. Some of these have attempted to open outlet shops but have met with limited success because of the cost ofoperating a retail outlet. At the same time shoppers are coming to Marshall looking for these outlet items because they have heard that " Marsha ll has I 3 pottery outlets" and they want to shop at these outlets. Combined with these factors is the ownership of a building by the City of Marshall that can be used at a low cost and is suitable for a retail outlet. These factors create a unique opportunity to benefit all involved through the formation of a cooperative retail outlet in the J. Weisman & Company building in Downtown Marshall.

BUILDING USAGE

It is the intent that the building have the appearance of a department store with central check-out and common management. There may be opportunities for sub-leasing a certain amount of space in the building *as* discussed under "Leasing Square Footage in Building" section below.

The store shall be open a minimum of six days a week for the number of hours that will contribute to successful operation. Hours should be arranged in conjunction with other downtown merchants to accomplish uniform operating hours downtown. Walls or "booths" will not be allowed to be installed in the building.

FUNDING THE OPERATION OF THE COOPERATIVE

Funds for operation of the cooperative will be through two methods, membership fees and sales retainage for each unit of merchandise sold.

> <u>Annual membership fee.</u> This fee is based on estimated operational costs and projected number of members . See "Membership'.' section for discussion of membership fees.
>
> <u>Retainage.</u> Members contribute based on their use oftl1e cooperative (volume) through per-unit retains. The per unit retainage may be adjusted either up or down as needed to cover operating costs as decided by the Cooperative membership.

MEMBERSHIP

Membership in the cooperative is open to any producer, manufacturer or assembler of a product or good sold on the retail market. (See "Products" below) Affiliate membership is available for other retailers of items that would benefit the cooperative, such as antiques, works of art, tourism promotional goods and other items. These members shall make up a maximum of 45% of total membership . Membership fees shall be established by the Cooperative.

OPERATING COSTS
The operating costs will be covered by per unit retainage and membership fees and other income producing methods as determined by the Cooperative Board of Directors.

PRODUCTS
Products accepted for sale by the cooperative may be produced from raw materials or assembled from component parts. The products can be machine made or handmade. Products must be directly from the manufacturer/producer member. Products placed with the cooperative must first be approved by the Cooperative Board of Directors or its appointed representative(s). Affiliate members may place items such as antiques, works of art, live plants and flowers, tourism promotional goods and other items with the cooperative.

Products are provided to the cooperative on a consignment basis. Members detennine the retail sales price for their product(s).

The cooperative staff marks products and places in cooperative inventory. Products are placed on the sales floor under the direction of the manager. Merchandising of products is at the sole discretion of the cooperative manager. The building may not be divided into spaces defined by booths, lines drawn on floor or other such divisions.

SALES TAX
Sales tax will be collected and paid for products sold under the sales tax number of the Cooperative.

LEASING SQUARE FOOTAGE IN BUILDING
Spaces in the building may be leased on a per square foot basis. Membership in the cooperative is not required for lessees. Lease spaces should be a minor use of the building. The lease agreement will be between the cooperative and the sub-lessees. The general location of lease spaces shall be as agreed upon by the City Manager or his designee. Lessees may make sales from their space, but may not restrict their goods from being sold through the common check-out. Lessees may not handle sales for other lessees. A service charge, as determined by the Cooperative Board of Directors, will be assessed for lessee's goods sold through common check-out.

MANAGEMENT AND STAFFING
The cooperative manager shall handle the day-to-day operation. Cooperative members will set broad policy for the cooperative and allow the manager to implement the policies. The manager will be responsible for the following:

Operating cooperative within cooperative budget and revenue received
Keeping cooperative members advised of cooperative operation
Preparing budget
Hiring and managing staff
Keeping building stocked by advising members of need for goods
Receiving goods and recording in cooperative inventory
Displaying goods in store

Accounting for sales and payments to members
Accounts receivable and payable
Preparation of monthly sales and payment reports
Marketing and promotion
Other duties assigned by Cooperative Board of Director

ITEM 11D

CONSENT AGENDA

APPROVAL OF AN AGREEMENT WITH CENTRAL PERKS, LLC FOR SPACE IN THE WEISMAN BUILDING

MEMORANDUM

To: Members of the City Council

From: Mark Rohr, City Manager

Date: November 5, 2020

Subject: Consider approval of an agreement with Central Perks, LLC for space in the Weisman building

---

This item has been placed on the agenda for Council's consideration.

LEASE AGREEMENT
CITY OF MARSHALL AND CENTRAL PERKS, LLC

This Lease Agreement is made and entered into to be effective this _____ day of November 2020, by and between the City of Marshall, Texas, ("City"), and Central Perks, LLC ("Perks"), Perks hereafter referred to as Tenant").

Recitals.

Whereas, the City is the owner of the property commonly known as J. Weisman & Co., located at 211 North Washington; and Whereas, the tenants include the Weisman Center Cooperative, which is an independent non- profit organization established and existing under the laws of the State of Texas for the purpose of operating a manufacturer's cooperative, and Central Perks, LLC, a for profit Texas Limited Liability Company; and

Whereas, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

Whereas, the City desires to assist the Tenant in its operation that promotes the development of retail sales, tourism, and a strong manufacturing sector for Marshall and its vicinity; and

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

Whereas, the City has agreed to lease to the Tenant and the Tenant have agreed to lease from the City the property located at 211 North Washington; and

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1 Grant.

The City leases to the Tenant, as-is with all faults, that certain property located at 211 North Washington ("Premises").

Section 2 Term.

The term of this Lease shall commence on November 1, 2020 and shall terminate on October 31, 2025, a term of five years. This Lease may be renewed by the Tenant for an additional two-year period upon the mutual consent of the parties. **Notwithstanding the foregoing, the Tenant agrees and understands that the City may terminate this Lease by giving the Tenant sixty (60) days written notice to vacate the premises.** The Tenant understands and agrees that they shall have no recourse against City if City terminates the lease or any part thereof during any term of the lease. Notwithstanding, the foregoing, the City also agrees that the Tenant may terminate this lease with the City at any time by giving the City sixty (60) days written notice that the Tenant is vacating the premises.

Section 3
Rent, Levies and Utilities

3.1Rent.

The Tenant agrees to pay the City a monthly rent during the term of this lease. The rent will be established by the Marshall City Commission and may be adjusted annually. The City agrees not to increase the rent by more than 20% in any year. For the first year of this lease Perks, shall pay $720.00

per month. Rent shall be paid in advance on a monthly basis. Payment shall be due on the first day of each month and the first payment shall be paid on the first day this lease becomes effective.

3.2 Levies.

The City shall pay when due all duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities And Other Services.

During the term of this Lease, the City shall supply the Premises with a reasonable amount of ventilation, air conditioning and heating as required by the season for the use of the Premises. The City shall also provide its usual light, electrical power and water, as now installed. Any repair work needed on the above-listed utility services shall be provided by the City at no expense to the Tenant.
all other services required by the Tenant shall be at the sole expense of the Tenant. The Tenant shall provide and pay for all telephone and computer service used on Premises. The Tenant shall pay for trash disposal.

Section 4 Occupancy And Use.

4.1 Perks shall have the non-exclusive use of and control of the following parts of the building: The existing dining room and office/storage space that occupies the area from the north row of columns no1th to the north wall of the building on the first floor; That part of the second floor or mezzanine level extending north to the north wall from a line that goes due east from a point four feet north of the door to the stairway to the third floor due east to the railing, including the storage area; Customers in the building shall be allowed to pass through any space in the building that is open to customers regardless of what Tenant has the use and control of that space. No tenant may impede or restrict in any way the movement of customers through the building except through the use of stanchions approved by the City Manager's designee.

4.2 The small meeting room on the second floor mezzanine shall be common space for all tenants. Use of the small meeting room will be booked on the central calendar located at the Weisman Retail Cooperative central checkout.

4.3 Perks may install locks on an existing door to any space controlled by them except the north front door. Locks will be installed upon the approval of the City of Marshall and at the expense of Perks. Keys to any locks installed by Perks shall be provided to a City of Marshall representative designated by the City Manager. The City of Marshall reserves the right to revoke this condition upon written notice delivered to Perks, remove locks installed by Perks, and install new locks at the expense of the City of Marshall if the conditions of this provision are not observed.

4.4 Perks shall be able to place stanchions to delineate that the restaurant is closed in the event the building is open at a time when the restaurant is closed. The stanchions used shall be of an attractive design in keeping with the quality of the surroundings in the building and shall be approved by the City Manager's designee. No other barricade or partition system may be used except what is approved by the City Manager's designee. The placement of the stanchions must also be approved by the City Manager's designee. The stanchions must be erected in a way that allows ingress and egress through the north front door.

4.5 The Cooperative shall have the non-exclusive use of and control of the following parts of the building:

>The existing retail space on the first floor that occupies the area from the north row of columns to the south wall of the building and the storage area on the first floor south of the north row of

columns.
>The third floor including the storage space on the third floor.
>Wall space on the second floor or mezzanine to display artwork. Artwork displayed on the walls in the part of the second floor or mezzanine occupied by Central Perks shall contribute to the atmosphere of the restaurant seating area desired by Central Perks.
>Customers in the building shall be allowed to pass through any space in the building that is open to customers regardless of what Tenant has the use and control of that space. No Tenant may impede or restrict in any way the movement of customers through the building except through the use of stanchions approved by the City Manager's designee.
>The closet in the small meeting room on the second floor or mezzanine.
>That part of the second floor or mezzanine extending south to the wall of the small meeting room, maintenance closet, and restrooms from a line that goes due east from a point four feet north of the door to the stairway to the third floor to the railing. An open space of a minimum of twelve feet must be left open and unobstructed at all times to allow free and easy access into and out of the portion of the second floor or mezzanine occupied by Central Perks. Other walkways and aisles will be the width required by the Fire Code.
>The shelves in the small meeting room on the second floor or mezzanine for display of merchandise. Central Perks shall have use of the cabinets below the shelves in the small meeting room. The small meeting room on the second floor or mezzanine will not be open for browsing by customers during any time that it is reserved by any party for an event unless agreed to by the party reserving the room.
>If the Cooperative is required to move merchandise on the mezzanine, Central Perks will charge a moving fee in an amount not to exceed $300.00, and pay the collected fee to the Cooperative.

4.6 The restrooms on the first floor, the second floor or mezzanine, and the third floor shall be under the control of the City. The City shall be responsible for cleaning the restrooms, stocking them with paper supplies or providing an adequate amount of paper supplies to allow either the Cooperative or Perks to re- stock paper supplies if necessary

4.7 The City will be responsible for maintaining building safety, security, and accessibility features. The City will also establish widths of selected walkways on all floors of the building to assure reasonable movement by customers along the selected walkways.

4.8 The normal operating hours of the building shall be 10:00 a.m. to 5:30 p.m. Monday through Saturday. Tenants may vary from those operating hours as needed. Seven day notice shall be given by either The Cooperative or Perks to the other party in the event one of the parties desires to open the building to customers at a time outside of the normal operating hours of the building or be closed during normal operating hours. In the event of an unanticipated occurrence such as an illness or a death in the family the seven day notice is waived, but every effort shall be made to provide the other tenant with as much advance notice as possible that the affected tenant will be closed during normal operating hours.

4.9 No furniture, fixture, equipment, decoration, or merchandise belonging to any tenant may be moved, adjusted, or manipulated in any way by any other tenant without the prior consent of the owner of the furniture, fixture, equipment, decoration, or merchandise.

4.10 The Tenant agrees to use and occupy the Premises pursuant to all rules and regulations prescribed by the City including the Rules and Regulations shown in Attachment A. The Rules and Regulations shown in Attachment A shall apply only to the Cooperative.

4.11 The Tenant shall not permit the Premises or any part thereof to be used for any improper, immoral or objectionable purposes.

4.12 The City, its representatives and employees, shall at all times have free access to the Premises in the performance of their assigned duties.

4.13 The Janitor's Closet on the second floor or mezzanine its common space and will be available for use by both the Cooperative and Perks.

4.14 The Cooperative shall not have any outside vendors come into the building to sell food.

4.15 Perks shall not have any outside vendors come into the building to sell merchandise either in the building or on the sidewalk in front of the building.

4.16 The Cooperative shall be allowed to offer samples of vendor's pre-packaged foods.

4.17 Food provided in the small meeting room must be either pre-packaged food items or it must be prepared in a kitchen that is inspected and approved by the City of Marshall Health Inspectors.

Section 5
Quiet Enjoyment of Premises, Alterations and Surrender.

5.1 The Tenant's Duty To Maintain Premises.

The Tenant shall, at its sole expense, keep the Premises in a condition of thorough repair and good order, and shall be responsible for all routine and customary janitorial services, with the exception of the area covered by section 4.6 above In the event that the Tenant fails to perform any maintenance obligation required by this Lease, and the failure continues for 30 days after being notified in writing by the City of such failure, the City may, at its option, make the necessary repairs and charge the Tenant for all costs incurred in making such repairs. Notwithstanding the foregoing, the City shall be responsible for maintaining and repairing the structural components of the Premises, except to the extent such structural components are damaged by the Tenant, its agents, employees or invitees. The Tenant agrees to promptly notify the City of any observed structural defects. Upon receipt of such notice by the Tenant, the City agrees to promptly repair such defects at the City's sole cost and expense.

5.2 Use Of the Premises.

The Tenant shall use the premises in compliance with the conditions of the grant agreements between the City of Marshall and the U.S. Department of Commerce Economic Development Administration, U.S. Department of Agriculture Rural Development Administration and the Texas Department of Economic Development. These conditions required the building to 1) be used primarily as a manufacturer's retail outlet; and, 2) to encourage the creation and expansion of small businesses.
The Tenant shall not use the Premises in a manner that would violate any federal, state or local laws. The Tenant further covenants not to do or suffer any waste or damage, disfigurement or injury to the Premises, or to any fixtures and equipment located therein.

5.3 Alterations and Additions.

The Tenant shall have the right to make such other alterations, additions and improvements to the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with all applicable laws, and further provided that the Tenant shall have obtained the prior written consent of the City, which consent shall not be unreasonably withheld.

5.4 Surrender.

Upon the termination of this Lease, the Tenant shall surrender possession of the Premises to the City in good condition and repair, ordinary wear and tear excepted.

Section 6 Assignment, Sublease and Liens.

The Tenant shall not assign this lease in whole or in part.

Section 7 Limitations of Use

Tenant shall not, without City's prior written consent, keep anything within the Premises, use the Premises, or fail to install or maintain any safety equipment which would cause increases in the insurance premium costs or result in the invalidation of any insurance policies on the Premises. Tenant shall not keep at Premises any material that is explosive or flammable in nature in such quantities as may endanger any part of the Premises without the written consent of all insurance companies carrying fire and rent insurance on the property or contents. All property kept, stored, or maintained within the premises by Tenant shall be at Tenant's own risk.

Section 8 Insurance.

The Tenant shall procure and maintain at their own expense during the term of this Lease the types and amounts of insurance as shall be deemed necessary by the Tenant to cover contents liability and, with insurance companies authorized to do business in Texas. The City shall be named as an additional insured on all policies of the Tenant. The Tenant shall provide proof of insurance. The City shall have no obligation or responsibility to Tenant for any damage or destruction resulting or occurring to Tenant's equipment, merchandise, or other property placed in or upon the demised premises.

The Tenant expressly understands and agrees that any insurance protection furnished by it hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the provisions of Section 9 of this agreement.

The City shall maintain fire and extended coverage insurance in such amounts as the City may, in its sole discretion, deem proper and appropriate to insure the Premises. The City's duty to rebuild and/or repair shall in no event exceed the fire and extended insurance coverage paid for any such loss, and should the insurance proceeds be inadequate or insufficient to property rebuild and/or complete such repairs, the City may elect to terminate this lease effective as of the date of mailing of notice thereof.

Section 9 Indemnification.

9.1 The Tenant agrees to defend, indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all claims arising by reason of injury or death of any person or damage to property resulting from the Tenant's use or occupancy of the Premises, or the acts or omissions of the Tenant's officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the negligence or willful misconduct of the City, its agents or employees. Upon notice from the City of any claim which the City believes to be covered hereunder, the Tenant shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Tenants of any of its obligations under this agreement.

9.2 This section shall survive expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

Section 10 Required Reporting.

Each Tenant shall each provide separate financial reports including quarterly and annual sales reports, profit and loss reports, an annual balance sheet, and other reports as may be required by the City Manager or his designee.

Section 11 Miscellaneous Provisions.

11.1 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, tenns and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

11.2 Governing Law/Choice of Venue.

This Lease shall be construed and be enforceable in accordance with the laws of the State of Texas. Any dispute concerning this lease shall be filed exclusively in a court of competent jurisdiction in Harrison County, Texas.

11.3 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this Lease shall extend to, bind and inure to the benefit of the parties and their representatives, successors and assigns.

11.4 Authorization To Execute Lease.

The persons executing this Lease represent and warrant that they are duly authorized and acting representatives of the City and the Tenant respectively, and that by their execution of this Lease, it became the binding obligation of the City and the Tenant respectively, subject to no contingencies or conditions except as specifically provided in the agreement.

11.5 Entire Agreement.

This Lease constitutes the entire agreement of the City and the Tenant with respect to the subject matter of this Lease, and no act or omission of the City or the Tenant shall alter, change or modify any of the provisions in the agreement. Any amendments, changes or modifications of this Lease shall be effective only when made in writing and executed by authorized officers of the parties.

11.6 Modification of Agreement.

No amendment, modification, or altercation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

11.7 Notices.

Unless otherwise specified, any notice, demand or request required under this agreement shall be given in writing at the addresses set forth below, by personal service or registered or certified mail, return receipt requested.

If to the City:

If to the Tenants:

City of Marshall 401 S. Alamo
Marshall, Texas 75670

The Weisman Center Cooperative 211 North Washington
Marshall, Texas 75670 And
Central Perks, LLC
211-A North Washington Marshall, Texas 75670

IN WITNESS HEREOF the parties have caused the Lease Agreement to be executed by their respective and appropriate officials this the ______ day of _______, 2020 to be effective on the date and for the term herein provided.

THE CITY OF MARSHALL, TEXAS

____
Mark Rohr, City Manager

ATTEST:

____
Glenna Williams, Acting City Secretary

"City"

CENTRAL PERKS, LLC

By:________________________________
Authorized Agent or Manager

"Perks"

ATTACHMENT A TO LEASE AGREEMENT WEISMAN PROJECT RULES

MISSION STATEMENT
It is the mission of the J. Weisman & Company Retail Cooperative to provide producers of a products hound for the retail market a place to market their goods in a retail venue to allow for increased profitability. The center also wants to provide a unique and quality shopping experience to attract out-of- town shoppers promoting economic vitality in downtown Marshall. It is also the mission of the center to contribute to the revitalization of downtown. Harrison County and the East Texas region has a number of manufacturers/producers/assemblers of products bound for the retail market. Some of these have attempted to open outlet shops but have met with limited success because of the cost of operating a retail outlet. At the same time shoppers are coming to Marshall looking for these outlet items because they have heard that "Marshall has 13 pottery outlets" and they want to shop at these outlets. Combined with these factors is the ownership of a building by the City of Marshall that can be used at a low cost and is suitable for a retail outlet. These factors create a unique opportunity to benefit all involved through the formation of a cooperative retail outlet in the J. Weisman & Company building in Downtown Marshall.

BUILDING USAGE
It is the intent that the building have the appearance of a department store with central check-out and common management. There may be opportunities for sub-leasing a certain amount of space in the building as discussed under "Leasing Square Footage in Building" section below.

The store shall be open a minimum of six days a week for the number of hours that will contribute to successful operation. Hours should be arranged in conjunction with other downtown merchants to accomplish uniform operating hours downtown. Walls or "booths" will not be allowed to be installed in the building.

FUNDING THE OPERATION OF THE COOPERATIVE
Funds for operation of the cooperative will be through two methods, membership fees and sales retainage for each unit of merchandise sold.

Annual membership fee. This fee is based on estimated operational costs and projected number of members. See "Membership'.' section for discussion of membership fees.
Retainage Members contribute based on their use of the cooperative (volume) through per-unit retains. The per unit retainage may be adjusted either up or down as needed to cover operating costs as decided by the Cooperative membership.

MEMBERSHIP
Membership in the cooperative is open to any producer, manufacturer or assembler of a product or good sold on the retail market. (See "Products" below) Affiliate membership is available for other retailers of items that would benefit the cooperative, such as antiques, works of art, tourism promotional goods and other items. These members shall make up a maximum of 45% of total membership. Membership fees shall be established by the Cooperative.

OPERATING COSTS
The operating costs will be covered by per unit retainage and membership fees and other income producing methods as determined by the Cooperative Board of Directors.

PRODUCTS
Products accepted for sale by the cooperative may be produced from raw materials or assembled from component parts. The products can be machine made or handmade. Products must be directly from the manufacturer/producer member. Products placed with the cooperative must first be approved by the Cooperative Board of Directors or its appointed representative(s). Affiliate members may place items such as antiques, works of art, live plants and flowers, tourism promotional goods and other items with the cooperative.

Products are provided to the cooperative on a consignment basis. Members determine the retail sales price for their product(s).

The cooperative staff marks products and places in cooperative inventory. Products are placed on the sales floor under the direction of the manager. Merchandising of products is at the sole discretion of the cooperative manager . The building may not be divided into spaces defined by booths, lines drawn on floor or other such divisions.

SALES TAX
Sales tax will be collected and paid for products sold under the sales tax number of the Cooperative .

LEASING SQUARE FOOTAGE IN BUILDING
Spaces in the building may be leased on a per square foot basis. Membership in the cooperative is not required for lessees. Lease spaces should be a minor use of the building. The lease agreement will be between the cooperative and the sub -lessees. The general location of lease spaces shall be as agreed upon by the *City* Manager or his designee. Lessees may make sales from their space, but may not restrict their goods from being sold through the common check-out. Lessees may not handle sales for other lessees. A service charge, as determined by the Cooperative Board of Directors, will be assessed for lessee's goods sold through common check-out.

MANAGEMENT AND STAFFING
The cooperative manager shall handle the day-to-day operation. Cooperative members will set broad policy for the cooperative and allow the manager to implement the policies. The manager will be responsible for the following:

. Operating cooperative within cooperative budget and revenue received
. Keeping cooperative members advised of cooperative operation
. Preparing budget
. Hiring and managing staff
. Keeping building stocked by advising members of need for goods
. Receiving goods and recording in cooperative inventory
. Displaying goods in store
. Accounting for sales and payments to members
. Accounts receivable and payable
. Preparation of monthly sales and payment reports
. Marketing and promotion·
. Other duties assigned by Cooperative Board of Director

ITEM 11E

CONSENT AGENDA

APPROVAL OF AN AGREEMENT WITH HARRISON COUNTY FOR FUNDING OF THE ANIMAL ADOPTION CENTER

MEMORANDUM

To: Members of the City Council

From: Mark Rohr, City Manager

Date: November 5, 2020

Subject: Approval of an Interlocal Agreement with Harrison County for Animal Adoption Center Construction

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The Interlocal Agreement with Harrison County for Animal Adoption Center Construction is attached.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND HARRISON COUNTY, TEXAS TO PROVIDE ANIMAL SHELTER SERVICES FOR THE CITIZENS OF HARRISON COUNTY

STATE OF TEXAS

COUNTY OF HARRISON

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

WHEREAS, the City is in the process of building a new Animal Adoption Center to meet its operational needs; 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 in years past; and

WHEREAS, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to fund construction of its new Animal Adoption Center and to continue to provide animal drop off to the citizens of the County and the City;

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

1. On or before Nov. 23, 2020 Harrison County, Texas will contribute the cash sum of Two Hundred Fifty Thousand and No/100 Dollars to the City of Marshall for the purpose of paying the costs of construction for a new Animal Adoption Facility, pursuant to its Design-Build contract with Berry and Clay, Inc.

2. In exchange for the contribution described in paragraph 1, The City of Marshall agrees permit citizens of Harrison County, Texas, use of the new Animal Adoption facility for a period of ten (10) years, without requiring the payment of fees by citizens of the county desiring to drop off animals.

3. "Use of the Animal Adoption Facility" granted to citizens of the County under paragraph 2, above, includes only dropping off animals. It does not include rental of rooms within the facility, fees normally paid by a citizen for adoption services such as vaccination and spaying or neutering, or any other animal shelter or impoundment services. Consideration paid

by the County to the City for other animal shelter or impoundment services is addressed in a separate inter-local agreement between the County and the City which is adopted by each entity annually.

5. The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of polices and operations of the Animal Adoption Center.

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 ten (10) years, beginning once construction of the Animal Adoption Facility is complete, the anticipated opening being May 2021, and ending April, 2031or such date as is ten (10)years from the date of the beginning of the term hereof.

WITNESS THE EXECUTION HEREOF, in duplicate, this 27 day of October, 2020.

ATTEST:

BY: ____________________________
Glenna Williams, City Secretary

CITY OF MARSHALL

BY: ____________________________
Mark Rohr, City Manager

ATTEST:

BY: ____________________________
Elizabeth James, County Clerk

HARRISON COUNTY

BY: ____________________________
Chad Sims, County Judge

ITEM 12A

PUBLIC HEARING

CONDUCT A PUBLIC HEARING AND CONSIDER AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 5-YEAR CONSOLIDATED PLAN AND THE 2020 PROGRAM YEAR ANNUAL ACTION PLAN TO INCLUDE CDBG-COVID FUNDS AND PROPOSED ACTIVITIES

Notice of Public Hearing for City of Marshall HUD CARES Act Amendment of PY2020 Action Plan &CDBG-CV Plans and Activities

The City of Marshall receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Due to COVID-19, the Federal Government enacted the CARES Act, which has resulted in the City of Marshall receiving extra funding to address the negative impacts of COVID-19. An additional $153,973 in Round 3 funding (CDBG-CV funds) is being allocated to the City. On or about October 30, 2020 the City of Marshall will submit the Annual Action Plan Amendment to the HUD for approval. This notice is to alert all interested parties in how we intend to allocate the additional CDBG-CV funds and address regulatory waivers regarding public participation. We are soliciting comments at this time.

Public Comment period begins October 26, 2020 and runs through November 6, 2020.

The City will conduct a public hearing about the funding on Thursday, November 12, 2020 at 6:00 PM during the regularly scheduled City Commission meeting.

Residents may contact Shameia Ruffins with any questions or comments by Friday, November 6, 2020, 4:00 pm in the following ways:

Mail: 401 S. Alamo, Marshall TX 75670

Phone: 903-935-4456

ruffins.shameia@marshalltexas.net

Any questions will be answered within 5 business days.

CDBG-CV Program Background

The national objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons. CDBG goals include:

1. Improving the urban environment in low- and moderate-income areas;
2. Eliminating blighting influences and the deterioration of property, neighborhoods and public facilities in low- and moderate-income areas; and
3. Ensuring decent, safe, sanitary housing for low- and moderate-income residents.

Eligible CDBG-CV activities must comply with the general CDBG national objective and goals, while addressing needs that are directly related to the effects of COVID-19.

The proposed activity for this $153,973 round of CDBG-CV funding is to augment earlier funding for grants to small businesses and micro-businesses that have been or are being negatively impacted by COVID-19.

ITEM 13A

ORDINANCE

APPROVAL OF AN ORDINANCE AMENDING CHAPTER 14, GARBAGE, TRASH, AND WEEDS OF THE CODE OF ORDINANCES, REVISING THE SCHEDULE OF REFUSE RATES, PROVIDING FOR MONTHLY CHARGES, AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2021

City of MARSHALL TEXAS

TO: Members of the City Commission

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

DATE: November 2, 2020

SUBJECT: Approval of an Ordinance amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances, revising the schedule of refuse rates, providing for monthly charges, and establishing an effective date of January 1, 2021

In a letter dated May 28, 2020, Republic Services notified the City of Marshall of a pending rate increase of 1%, to begin on January 1, 2021. The attached rate Ordinance provides for this increase, as a result of an allowed Consumer Price Index (CPI) annual adjustment provided for in Section 14 of the Solid Waste Contract with Republic Services:

14.00 RATE ADJUSTMENTS
Annual CPI
Any other provision of this Contract notwithstanding, beginning on January 1, 2019 and continuing on January 1 of each succeeding year during the term of this Contract, the rate schedule and fees charged by Contractor for refuse service in the City (collectively, the "Rates") shall be adjusted according to the change in the United States Department of Labor's published Consumer Price Index – All Urban Consumers (Dallas-Fort Worth, TX), but such adjustment shall not exceed 3% annually. The Rates will be adjusted using the most recent March index value compared to the preceding year's March index value. Contractor shall provide City with notice of changes by the June 1st preceding the effective date of the increase.

This 1% rate of increase will apply to all residential and commercial waste services.

REPUBLIC SERVICES, INC.

May 28, 2020

City of Marshall
PO Box 698
Marshall, Texas 75671

Dear: Eric Powell

In accordance with provisions in our contract for Solid Waste Collection & Disposal with the City of Marshall notice is required in June with respect to 14.00 of the executed contract agreement the rate adjustment for **January 2021** will be 1%. That is based on the March Consumer Price Index All Urban Consumers Dallas Ft. Worth This annual adjustment is necessary to maintain the quality and assurance in service the citizens of Marshall expect and to keep pace with maintenance, insurance and labor expenses to provide solid waste collection.

The effective date of the 1% adjustment will be effective January 1, 2021. A copy of the U.S. Bureau of Labor Statistics March CPI publication is attached for your review. Feel free to contact me with any questions. Republic Services appreciates the City of Marshall's partnership.

Sincerely,

Gene Keenon
Manager Government Affairs
903-986-0463
gkeenon@republicservices.com

ORDINANCE NO. ____________

AN ORDINANCE AMENDING CHAPTER 14, GARBAGE, TRASH, AND WEEDS OF THE CODE OF ORDINANCES OF THE CITY OF MARSHALL, TEXAS, REPEALING AND AMENDING CERTAIN SECTIONS REGARDING GARBAGE AND INCREASING THE SOLID WASTE COLLECTION AND DISPOSAL FEES BY 1%; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS CONDUCTED IN STRICT COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2021.

WHEREAS, Chapter 363 of the Texas Health and Safety Code and Section 80 (15) of the City Charter of the City of Marshall, Texas, authorizes the City Commission to regulate the collection, transportation and disposal of solid waste within the corporate City limits of Marshall, Texas; and,

WHEREAS, the City's solid waste contractor, Republic Services, has increased its fees and rates of service to the City by the March 2020 CPI Index, in accordance with the current Solid Waste Contract; and,

WHEREAS, the City Commission finds and determines that an increase of the current rates for solid waste collection is necessary in order to accurately compensate the City for its costs of providing this service; **NOW, THEREFORE,**

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

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

Section 2 That Article I of Chapter 14, Section 14-9, of the Code of Ordinances of the City of Marshall is hereby repealed in its entirety and that there is hereby adopted in place of said ordinances a new Section 14-9, Chapter 14 of the Code of Ordinances of the City of Marshall, Texas, said section to read as follows:

"Sec. 14-9. Rates for city collection - all rates will be assessed sales tax:

(a) The following rates shall be charged for each monthly period to all customers of the garbage collection of the system of Marshall based on the attached rate sheet.

MARSHALL RATE SHEET

(Effective January 1, 2021)

I. RESIDENTIAL RATE SCHEDULE – Initial seven (7) year period (Residential Carts:

A. Automated Solid Waste & Recycling Collection - Residential

96 gallon rolling cart — City Resident Once per week Residential Collection Once per week Brush/Bulky Collection	\$ 14.92/Monthly Per Unit
Extra Carts — Limit of 4 per Residential Unit. Weekly Bulk/Brush Limited to 3 Cu. Yds.	\$ 3.00 /Extra Monthly Fee Ea..

***No Side Trash Allowed Cart Contents Only**

IIB. COMMERCIAL CART RATE SCHEDULE

Rolling cart service — Automated (For business with less than two (2) yards of trash per week):

A. One Cart	\$23.97\Monthly Per Unit
B. Two Carts	\$31.18\Monthly Per Unit
C. Cart Service Downtown - Four (4) times per week (Four Days Trash Service & One Day Recycling) - South of Grand Avenue; East of Franklin Street North of Bowie Street; West of Lafayette Street)	\$34.28\Monthly Per Unit

III. FRONT LOAD CONTAINERS RATE SCHEDULE

Size/ Freq.	1X\WK	2X\WK	3X\WK	4X\WK	5X\WK	6X\WK	Extra pickup
2 yd	\$65.06	\$113.21	\$179.37	\$228.39	\$269.90	\$317.44	\$29.81
3 yd	\$93.45	\$162.42	\$231.56	\$309.56	\$379.34	\$435.68	\$41.74
4 yd	\$120.25	\$209.07	\$296.31	\$394.75	\$481.29	\$560.74	\$53.67
6 yd	\$166.71	\$287.74	\$405.70	\$526.62	\$660.65	\$750.84	\$65.60
8 yd	\$206.17	\$349.32	\$430.01	\$635.08	\$786.60	\$848.83	\$77.52

Monthly - 4yd Compactor 1X\Week = \$ 419.16

Monthly - 6yd Compactor 2X\Week = \$ 623.91; 4X\Week \$ 995.95; 6X\Week = \$1,748.44

IV. ROLL OFF CONTAINERS AND 42 YD COMPACTOR RATE SCHEDULE:

Delivery Fee: $100.00

SIZE	RENTAL/MONTH	PER HAUL
20 YD OPEN TOP	$126.50	$576.10
30 YD OPEN TOP	$126.50	$632.20
40 YD OPEN TOP	$126.50	$706.19
42 YD COMPACTOR	Negotiable	$865.31

With respect to apartments and duplexes, where the owner provides reasonable space for and access to a bulk container, commercial-type service shall be provided by the city; otherwise, residential-type service shall be provided."

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

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

Section 5. That the repeal of any ordinance or portion of an ordinance by this ordinance shall not affect the validity of any pending enforcement action or fines outstanding and due and payable on or before the effective date of this ordinance.

Section 6. That if any section, paragraph, subdivision, clause, phrase or provision of this ordinance is hereafter determined to be invalid or in violation of the laws of the State of Texas or the Constitution of the United States by a court of appropriate jurisdiction, such finding of invalidity shall affect the continued enforcement only of the provision so determined to be invalid, it being the intent of the City Commission of the City of Marshall that all other terms and provisions of this ordinance not affected thereby shall remain in full force and effect.

Section 7. That this ordinance shall be effective on January 1, 2021 and after its passage and publication as required by law.

PASSED AND APPROVED this _____ day of ______________________ 2020.

AYES:
NOES:
ABSTAINED:

PASSED, APPROVED AND ADOPTED this _____ day of ____________ 2020.

AYES: __________
NOES: __________
ABSTAINED: __________

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

ATTEST:

____
City Secretary

REPUBLIC SERVICES, INC.

May 28, 2020

City of Marshall
PO Box 698
Marshall, Texas 75671

Dear: Eric Powell

In accordance with provisions in our contract for Solid Waste Collection & Disposal with the City of Marshall notice is required in June with respect to 14.00 of the executed contract agreement the rate adjustment for **January 2021** will be 1%. That is based on the March Consumer Price Index All Urban Consumers Dallas Ft. Worth This annual adjustment is necessary to maintain the quality and assurance in service the citizens of Marshall expect and to keep pace with maintenance, insurance and labor expenses to provide solid waste collection.

The effective date of the 1% adjustment will be effective January 1, 2021. A copy of the U.S. Bureau of Labor Statistics March CPI publication is attached for your review. Feel free to contact me with any questions. Republic Services appreciates the City of Marshall's partnership.

Sincerely,

Gene Keenon

Gene Keenon
Manager Government Affairs
903-986-0463
gkeenon@republicservices.com

MARSHALL RATE SHEET

(Effective January 1, 2021)

I. <u>RESIDENTIAL RATE SCHEDULE – Initial seven (7) year period (Residential Carts):</u>

A. Automated Solid Waste & Recycling Collection - Residential

96 gallon rolling cart – City Resident — $ **<u>14.92/</u>**Monthly Per Unit
Once per week Residential Collection — ($<u>12.79 Republic to City)</u>
Once per week Brush/Bulky Collection
Extra Carts – Limit of 4 per Residential Unit --- $ <u>3.00</u> /Extra Monthly Fee Ea.
Weekly Bulk/Brush Limited to 3 Cu. Yds.

<u>***No Side Trash Allowed** Cart Contents Only</u>

IIB. <u>COMMERCIAL CART RATE SCHEDULE</u>

Rolling cart service – Automated (For business with less than two (2) yards of trash per week)

A. One Cart – **<u>$23.97</u>**/Monthly Per Unit
$<u>20.84 Republic to City</u>

B. Two Carts – **<u>$31.18</u>** /Monthly Per Unit
$<u>27.11 Republic to City</u>

C. Cart Service Downtown – Four (4) times per week **<u>$34.28</u>**/Monthly Per Unit
(Four Days Trash Service & One Day Recycling) $<u>29.81 Republic to City</u>

South of Grand Avenue; East of Franklin Street North of Bowie Street; West of Lafayette Street

III. <u>FRONT LOAD CONTAINERS RATE SCHEDULE **BOTTOM RATE REPUBLIC TO CITY</u>

Size/ Freq	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	Extra pickup
2 yd	$65.06 ***$56.58***	$113.21 ***$98.44***	$179.37 ***$155.97***	$228.39 ***$198.60***	$269.90 ***$234.70***	$317.44 ***$276.03***	$29.81 ***$25.92***
3 yd	$93.45 ***$81.26***	$162.42 ***$141.23***	$231.56 ***$201.36***	$309.56 ***$269.18***	$379.34 ***$329.86***	$435.68 ***$378.85***	$41.74 ***$36.29***
4 yd	$120.25 ***$104.56***	$209.07 ***$181.80***	$296.31 ***$257.66***	$394.75 ***$343.26***	$481.29 ***$418.52***	$560.74 ***$487.60***	$53.67 ***$46.67***
6 yd	$166.71 ***$144.96***	$287.74 ***$250.02***	$405.70 ***$352.78***	$526.62 ***$457.93***	$660.65 ***$564.37***	$750.84 ***$652.90***	$65.60 ***$57.41***
8 yd	$206.17 ***$179.92***	$349.32 ***$303.75***	$430.01 ***$428.04***	$635.08 ***$552.24***	$786.60 ***$684.00***	$848.83 ***$738.11***	$77.52 ***$67.41***

Monthly - 4yd Compactor 1X Week $ 419.16; Monthly - 6yd Compactor 2X Week $ 623.91
4X Week $ 995.95; 6X Week $ 1,748.44

IV. <u>ROLL OFF CONTAINERS AND 42 YD COMPACTOR RATE SCHEDULE:</u>

**** Bottom Rates Republic to City *ROLL OFF DELIVERY FEE $ <u>100.00</u>**

SIZE	RENTAL/MONTH	PER HAUL
20 YD OPEN TOP	$126.50 ***$110.00***	$576.10 ***$501.00***
30 YD OPEN TOP	$126.50 ***$110.00***	$632.20 ***$549.75***
40 YD OPEN TOP	$126.50 ***$110.00***	$706.19 ***$597.94***
42 YD COMPACTOR	Negotiable ***Negotiable***	$865.31 ***$772.76***

U.S. Bureau of Labor Statistics

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth-Arlington, and Houston-The Woodlands-Sugar Land, March 2020
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth-Arlington				Houston-The Woodlands-Sugar Land			
	Index	Percent change			Index	Percent change			Index	Percent change		
	Mar. 2020	12-month	1-month	2-month	Mar. 2020	12-month	1-month	2-month	Mar. 2020	12-month	1-month	2-month
All items	258.115	1.5	-0.2	0.1	238.865	1.0		0.0				
Food and beverages	262.320	1.9	0.3	0.6	261.443	2.1		0.8				
Food	262.708	1.9	0.3	0.6	255.909	2.1		0.6				
Food at home	245.163	1.1	0.5	0.8	215.773	2.3	1.6	1.0	227.059	1.2	1.0	1.0
Cereals and bakery products	277.646	0.1	0.4	0.6	259.234	-2.6		2.6				
Meats, poultry, fish, and eggs	254.724	2.3	0.5	0.7	249.729	4.5		2.6				
Dairy and related products	225.627	3.7	0.5	1.2	194.100	1.7		-2.5				
Fruits and vegetables	299.641	-1.9	-0.1	-0.7	197.351	1.0		-1.9				
Nonalcoholic beverages and beverage materials[1]	174.454	1.4	0.7	1.2	186.977	8.3		2.6				
Other food at home	214.565	1.4	0.6	1.8	201.817	0.7		1.4				
Food away from home	290.216	3.0	0.2	0.4	316.173	1.9		0.0				
Alcoholic beverages	255.660	1.4	0.3	0.8	334.613	5.0		3.0				
Housing	270.273	2.4	0.0	0.3	237.318	3.6		0.9				
Shelter	324.615	3.0	0.1	0.5	266.409	4.7	0.4	1.3	273.306	3.1	0.6	1.4
Rent of primary residence	339.519	3.7	0.3	0.5	284.827	4.7	0.8	1.6	268.646	4.1	0.5	1.1
Owners' equivalent rent of primary residences[2]	332.864	3.2	0.2	0.4	286.916	5.1	0.6	1.4	253.165	3.0	0.2	0.3
Owners' equivalent rent of primary residence[2]	332.904	3.2	0.2	0.4	286.916	5.1	0.6	1.4	253.165	3.0	0.2	0.3
Fuels and utilities	241.160	-0.2	-0.7	-1.1	247.288	1.4		-2.0				
Household energy	196.998	-1.2	-1.1	-1.6	215.790	-0.1	-2.5	-2.9	140.433	-11.5	-3.8	-6.8
Energy Services	201.439	-0.5	-0.6	-0.9	212.209	-0.1	-2.5	-2.9	138.022	-11.5	-3.9	-6.9
Electricity	211.332	0.2	-0.4	-0.3	206.218	0.3	-2.2	-2.2	137.326	-12.2	-4.5	-7.6
Utility (piped) gas service	168.994	-2.9	-1.4	-3.0	181.819	-2.2	-3.8	-7.1	129.894	-7.7	0.0	-2.6
Household furnishings & operations	124.469	0.6	-0.1	0.3	120.834	-1.9		1.5				
Apparel	123.815	-1.6	-0.5	2.5	113.159	4.2		3.5				
Transportation	203.854	-2.4	-1.9	-2.1	192.383	-8.2		-4.8				
Private transportation	200.626	-2.0	-1.3	-1.8	196.742	-7.7		-4.0				
New and used motor vehicles[3]	99.527	-0.4	0.5	1.1	100.529	-8.7		-3.7				
New vehicles[1]	147.124	-0.4	-0.5	-0.1	184.054	-12.6		-7.7				
Used cars and trucks[1]	140.689	0.1	2.4	3.4	328.412	-0.6		3.0				
Motor fuel	203.512	-10.2	-7.4	-10.9	184.408	-17.0	-6.9	-14.0	187.641	-8.6	-1.6	-8.5
Gasoline (all types)	202.205	-10.2	-7.4	-10.9	183.021	-17.1	-6.9	-14.1	187.322	-8.7	-1.6	-8.5
Motor vehicle insurance[1]	579.462	1.1	0.5	1.2	764.690	-3.3		1.2				
Medical care	515.605	4.7	0.3	0.7	469.228	4.2		1.4				
Recreation[3]	122.265	1.3	0.2	0.2	121.323	-2.6		-0.5				
Education and communication[3]	139.199	1.5	0.0	0.0	133.070	1.0		0.3				
Tuition, other school fees, and childcare[1]	774.185	2.3	0.0	0.2	1292.468	2.2		0.5				
Other goods and services	461.495	2.9	0.3	0.7	425.990	3.6		-0.7				
SPECIAL INDEXES (CPI-U)												
Energy	199.573	-5.7	-4.2	-6.3	201.026	-8.9	-4.6	-8.3	161.605	-10.0	-2.7	-7.7
All items less shelter	235.184	0.8	-0.4	-0.2	226.599	-1.0		-0.7				
All items less food and energy	267.312	2.1	0.0	0.5	244.495	1.7		0.6				
All items (1967 = 100)	773.199				749.305							
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	251.375	1.5	-0.2	0.0	244.096	1.0		-0.2				
All items (1967 = 100)	748.770				752.709							

(1) Dallas indexes on a February 1978=100 base. Houston indexes on an April 1978=100 base.
(2) Indexes on a December 1982=100 base.
(3) Indexes on a December 1997=100 base.

Note: The CPI measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for the Dallas and Houston areas. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas and for the even-numbered months for Houston.

ITEM 14A

RESOLUTION

APPROVAL OF A RESOLUTION SUSPENDING SWEPCO'S PROPOSED EFFECTIVE DATE RELATED TO ITS STATEMENT OF INTENT TO INCREASE RATES, AUTHORIZING INTERVENTION IN PROCEEDINGS THROUGH CARD, AND DIRECTING SWEPCO TO REIMBURSE THE CITY'S REASONABLE RATE CASE EXPENSES

City of MARSHALL TEXAS

TO: Members of the City Commission

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

DATE: November 2, 2020

SUBJECT: Consider approval of a Resolution suspending Southwestern Electric Power Company's (SWEPCO) proposed effective date related to its statement of intent to increase rates

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BACKGROUND INFORMATION:

On about October 13, 2020, the Southwestern Electric Power Company ("SWEPCO") filed an application to increase its base rate revenues by approximately $105 million, which equates to an increase of approximately 30%. Currently SWEPCO recovers a portion of its transmission- and distribution-related costs through its "Transmission Cost Recovery Factor" ("TCRF") and its "Distribution Cost Recovery Factor" ("DCRF"). The rules of the Public Utility Commission of Texas ("PUCT") require SWEPCO move recovery of its transmission- and distribution-related costs to its base rates when it files a general rate case. Doing so results in a net increase of approximately $90.2 million in annual revenue, which represents an increase in base revenue of about 26% not including fuel revenues or other rider revenues. Including fuel revenue, SWEPCO's request equates to about a 16% increase in revenue. SWEPCO based its requested rate increase on a test year ending March 31, 2020.

SWEPCO's application requests an effective date of November 17, 2020, for its proposed increase in rates. Pursuant to state law, SWEPCO has requested that the final rates set in this proceeding relate back to usage occurring 155 days after the filing of the application, or March 17, 2021. This means that under SWEPCO's request, the final rates set in this case will relate back to usage occurring on and after March 17, 2021.

DRIVERS OF INCREASE ACCORDING TO SWEPCO:

The main drivers of SWEPCO's proposed increase in rates are:

1. A proposed return on equity of 10.35% with a capital structure comprised of 49.37% equity and 50.63% long-term debt. Note that in SWEPCO's 2016 rate case, the Commission awarded SWEPCO a return on equity of 9.6% and a capital structure comprised of 48.46% and 51.54% long-term debt.

2. Acceleration of recovery of depreciation expense for SWEPCO's Dolet Hills Power Station related to a reduction in the plant's operations and retirement due to force majeure events that occurred in 2017 and 2018 and.

3. Request for the establishment and funding of a self-insurance reserve in the amount of about $3.6 million with annual accruals of about $1.7 million.

4. Recovery of SWEPCO's system restoration costs related to Hurricane Laura.

5. Recovery of about $14.6 million vegetation management costs, representing an increase of about $5.0 million over current spend levels.

ASSIGNMENT OF INCREASE TO CUSTOMER CLASSES:

SPS proposes to allocate its proposed base revenue increase, excluding the cost fuel, among the customer classes as follows:

Rate Class	Present Base Rate Revenue	Proposed Base Rate Revenue	Proposed Increase	Percent Increase
Residential	$147,077,995	$188,152,172	$41,074,177	28%
Total Commercial/Small Industrial	$146,798,138	$195,209,984	$48,411,846	33%
Total Large Industrial	$41,956,723	$55,793,625	$13,836,902	33%
Total Municipal	$3,929,551	$4,459,489	$529,938	13%
Total Lighting	$6,740,893	$7,913,240	$1,172,347	17%
TOTAL TX Retail	**$346,503,301**	**$451,528,509**	**$105,025,208**	**30%**

BILL IMPACT FROM PROPOSED INCREASE:

Residential Customer – Impact on Bill:

a. Comparison of Current to Proposed Rates:

RESIDENTIAL	Current	Proposed
Cust. Charge/Mo.	$8.00	$10.00
Usage Charge/kWh (May-Oct)	$0.072266	$0.092448
kWh Charge (Nov-Apr) (</=600 kWh)	$0.053589	$0.068555
kWh Charge (Nov-Apr) (>600 kWh)	$0.043789	$0.056855
Riders (TCRF, DCRF, EECRF Rate Case Expenses)/kWh	$0.004739	$0.001261
Fuel	$0.031073	$0.031073

b. The effect of SWEPCO's proposed increase on the base rate portion of a Residential customer's bill, is as shown below:

		1000 kWh	1500 kWh	2000 kWh	3000 kWh
May - Oct	**Increase $**	$22.18	$32.27	$42.36	$62.55
	Increase %	27.64%	27.73%	27.77%	27.82%
Nov. - Apr	**Increase $**	**$16.21**	**$22.74**	**$29.27**	**$42.34**
	Increase %	**28.10%**	**28.58%**	**28.85%**	**29.15%**

<u>General Service Customer *(aka, Small Commercial)* – Impact on Bill</u>:

a. Comparison of Current to Proposed Rates:

GENERAL SERVICE	Current	Proposed
Cust. Charge/Mo.	$11.59	$15.00
Usage Charge/kWh (May-Oct)	$0.061302	$0.089950
Demand Charge/kW (</=10 kW)	$0.00	$2.95
Demand Charge/kW (>10 kW)	$4.87	$2.95
Riders (TCRF, DCRF, EECRF Rate Case Expenses)/kWh	$0.004827	$0.001021
Fuel	$0.031087	$0.031087

b. Bill Impact: The table below shows the effect on a Small General Service customer's bill at varying levels of consumption.

Proposed Increase in General Service Customer's Bill Base Rates (Base Revenues Only - Excludes Fuel Costs)				
With No Demand Charge				
Consumption	**1000 kWh**	**1500 kWh**	**2000 kWh**	**3000 kWh**
Present Base Bill	$72.89	$103.54	$134.19	$195.50
Proposed Base Bill	$104.95	$149.93	$194.90	$284.85
Increase $	$32.06	$46.39	$60.71	$89.35
Increase %	43.98%	44.80%	45.24%	45.70%
With Demand Charge				
Consumption	**2000 kWh**	**2500 kWh**	**5000 kWh**	**10000 kWh**
Present Base Bill	$134.19	$177.03	$391.15	$819.41
Proposed Base Bill	$195.34	$240.43	$465.85	$916.69
Increase $	$61.15	$63.40	$74.70	$97.28
Increase %	45.57%	35.81%	19.10%	11.87%

CITY ACTION REQUIRED BY NOVEMBER 17, 2020:

The City must take action by no later than **November 17, 2020,** SWEPCO's proposed effective date. Based on SWEPCO's proposed effective date as filed, if the City does not take action by **November 17, 2020**, SWEPCO'S proposed increase in rates as filed will be deemed approved by operation of law.

REPRESENTATION AND PARTICIPATION IN CARD:

The law firm of Herrera Law and Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the City and its participation in the coalition of cities named the "Cities Advocating Reasonable Deregulation" ("CARD") in rate matters involving SWEPCO, including SWEPCO's most recent rate and fuel cases. The accompanying Resolution authorizes retention of Herrera Law & Associates, PLLC as Special Counsel and continued participation in the CARD coalition.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS:

SWEPCO filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas ("Commission") on the same date, October 13, 2020. It is crucial to participate in these proceedings because the Commission's decisions could impact rates within the

City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

RATE CASE EXPENSES:

The Cities Advocating Reasonable Deregulation's ("CARD") reasonable rate case expenses are subject to reimbursement by the Company.

RECOMMENDATION:

SUSPEND PROPOSED EFFECTIVE DATE FOR THE PERIOD ALLOWED BY LAW

SWEPCO's rate-filing package presents a complex set of ratemaking issues. Moreover, given the volume of data presented in SWEPCO's application, CARD's lawyers and consultants cannot reasonably conclude their review and analysis of SWEPCO's filing by November 17, 2020.

Therefore, CARD's Special Counsel recommends that the Council suspend SWEPCO's proposed effective date for its rate increase for the period allowed by law. The standard period of suspension is 90 days. Based on SPS proposed effective date of November 17, 2020, the 90th day is February 15, 2021. Should SWEPCO, however, extend its proposed effective date of November 17, 2020, the 90-day suspension period would extend accordingly to correspond to the revised effective date. Also, should SWEPCO's published notice or its application be found deficient, then SWEPCO's proposed effective date would change as would the period of suspension.

By suspending SWEPCO's proposed effective date to undertake its review of SWEPCO's proposed increase in rates, the City will need to take a second step and final action on SWEPCO's proposed increase in the near future. But the attached Resolution does nothing more than to suspend SWEPCO's proposed effective date to allow CARD's attorneys and consultants review SWEPCO's application.

RESOLUTION NO. ______________

RESOLUTION BY THE CITY OF ________________ ("CITY") SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE APPLICATION TO INCREASE RATES FILED BY SOUTHWESTERN ELECTRIC POWER COMPANY ON ABOUT OCTOBER 13, 2020; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Southwestern Electric Power Company ("SWEPCO" or "Company") filed a Statement of Intent with the City on about October 13, 2020 to increase its base revenues; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SWEPCO's rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating SWEPCO's rate request and its changes in tariffs it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by SWEPCO to change rates, has in the past joined with other local regulatory authorities in the coalition of cities known as Cities Advocating Reasonable Deregulation ("CARD"), and hereby continues its participation in CARD; and

WHEREAS, SWEPCO proposes to implement its proposed increase in rates on or about November 17, 2020, and

WHEREAS, SWEPCO's proposed increase in rates would result in a net increase to its base revenues of approximately $90.2 million, which equates to a net increase of approximately 26% in base revenue, not including fuel or other revenue; and

WHEREAS, for a Residential customer using 1,000 kWh per month, if SWEPCO's proposed increase is approved, the bill impact to that Residential customer would be an increase of over $22.00 per month, in base revenues during the On-Peak Period (May through October), which equates to an increase of approximately 31%; and over $16.00 per month during the Off-Peak Period (November through April), which equates to an increase of about 28%; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.35%; and

WHEREAS, SWEPCO seeks to increase its depreciation expense, establish a self-insurance reserve fund, recover certain costs related to Hurricane Laura, and seeks to increase its vegetation-management costs; and

WHEREAS, SWEPCO's rate request consists of a voluminous amount of information including SWEPCO's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, it is not possible for the City to complete its review of SWEPCO's filing by November 17, 2020; and

WHEREAS, the City will need an adequate amount of time to investigate and determine whether SWEPCO has properly invoked the City's rate-setting jurisdiction, and if so, ultimately to review and evaluate SWEPCO's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to SWEPCO's requested rate increase; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of SWEPCO's application to increase rates; and

WHEREAS, to the extent SWEPCO seeks review at the Public Utility Commission of Texas of the City's final decision regarding SWEPCO's statement of intent to change rates, or because SWEPCO has submitted a statement of intent to the Public Utility Commission of Texas to increase rates in the environs of the City on the same date it submitted its request to the City, the decision of the Public Utility Commission of Texas could have an impact on the rates paid by the City and its citizens who are customers of SWEPCO, and in order for the City's participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ______________________________THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. SWEPCO's proposed effective date of November 17, 2020 for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond SWEPCO's proposed effective date or as may be amended.

Section 3. The statutory suspension period may be further extended to the extent allowed by law, or its Statement of Intent dismissed if SWEPCO does not provide adequate data from which the City may make a reasonable determination of the

Company's rate base, expenses, investment, and rate of return in the City, or if SWEPCO does not provide timely, meaningful, and proper public notice of its request to increase rates and revenue, or if its rate-filing package is otherwise materially deficient.

Section 4. The City authorizes intervention in proceedings related to SWEPCO's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as Cities Advocating Reasonable Deregulation.

Section 5. The City continues its participation with other cities in a coalition of cities known as Cities Advocating Reasonable Deregulation with the understanding that the Steering Committee of CARD is to provide direction and guidance to Special Counsel representing said cities.

Section 6. The City hereby orders SWEPCO to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that SWEPCO shall do so, through CARD's coordinating city, the City of Longview, Texas, on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving SWEPCO before the City, the Public Utility Commission of Texas, or any court of law.

Section 7. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving SWEPCO before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of SWEPCO's rate application subject to approval by the City.

Section 8. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SWEPCO for reimbursement.

Section 9. The City Secretary or other appropriate city official shall provide a copy of this Resolution to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400

Medical Parkway, Austin, Texas 78756 and as a courtesy, provide a copy to SWEPCO's local representative.

Section 10. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 11. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 12. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this ________ day of ____________, 2020.

____

Mayor

ATTEST:

____

City Secretary

ITEM 15A

PRESENTATION OF THE CITY OF MARSHALL AUDIT REPORT FOR THE 2019 FISCAL YEAR

MEMORANDUM

To: Members of the City Commission

From: Glenna Williams, Acting Finance Director

Date: November 5, 2020

Subject: Presentation of Audit for 2019 Fiscal Year

Knuckols, Duvall, Hallum & Company has completed the audit of the City's 2019 fiscal year. Representatives of the company will be at the meeting to present their report.

ITEM 15B

APPROVAL OF SMALL BUSINESS GRANT FUND APPLICATIONS

Memorandum

Date: November 4, 2020

To: Mark Rohr, City Manager

From: Rachel Chapman, Main Street Manager

Subject: Approval of Small Business Grant Fund Recommendations

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The following recommendations have been made by the Main Street Manager in relation to the Small Business Grant Fund. This fund was approved on September 24, 2020 by the City Commission with a 6:0 vote.

The purpose of the SBGF is to help Marshall small businesses adapt their business model to changing business conditions because of the COVID-19 pandemic. This is a reimbursement grant for up to $2,500 of eligible costs including equipment, software, supplies, safety equipment, and financial support. Eligible businesses include, but are not limited to, retail (storefront), food and beverage, personal care (barbershop, nail salons, spas, etc.), automobile maintenance, education/training, health/wellness, art galleries, gyms, and small manufacturing businesses. Businesses must have 3 or more employees and have been open and operating as of January 1, 2020.

Funding for the program is provided to the City of Marshall through the U.S. Department of Housing and Urban Development's Community Block Development Grant. Currently, the City has delegated $75,000 of our received COVID money to the Small Business Grant Fund. The approved application process says that upon receipt, staff will review the application for completion. Based on the review, City staff will make recommendations for approval by City Commission.

Thus far, we have received 12 applications. Staff has assisted several business owners on getting their application started, and will continue to spread the word on this local opportunity. We anticipate this to be an ongoing agenda item over the next few weeks as we continue to receive applications.

Staff is looking for the City Commissions approval for the 10 Small Business Grant Fund applications that were received in completion between October 15, 2020 and November 4, 2020.

See attached documents.

Staff Recommendations

Mike's Corner Shoe Store - $2,500

Staff is recommending the max reimbursement of $2,500 to Mike's Corner Shoe Store under the eligibility category of financial support.

Mikes Corner Shoe Store has adapted their business by offering curbside pickups for repairs and free delivery for safety shoes. The inside is sanitized regularly and thoroughly for customers and employees alike. The store was closed for one week before being deemed an essential business, at which point it was steam cleaned and sanitized from floor to ceiling. Through the pandemic, Mike was able to keep his employees on and keep paying them their regular salary. Receipts were provided of staff payroll and new marketing as it relates to COVID-19 totaling $3,294.

Elisha's Food for the Soul - $2,500

Staff is recommending the max reimbursement of $2,500 to Elisha's Food for the Soul under the eligibility categories of supplies and financial support.

Elisha's business suffered losses in many ways- including having to cut employees and cut hours off of the remaining employees due to business slowing down. When the dining room was closed and business was completely curbside, her business slowed down even more. When the business was able to reopen, it was at limited capacity- making it difficult to make those profits back up that had been lost. COVID-19 purchases include PPE for customers and staff, Plexiglas shields for the to go window and front counter, disposable condiments, boxes, and cutlery, and new disposable menus to be printed for single use. Receipts were provided to staff totaling $6,796.

Vanessa Willie & Associates - $2,448.40

Staff is recommending reimbursement of $2,448.40 to Vanessa Willie & Associates under the eligibility categories of software and supplies.

Vanessa Willie adapted her business adapted her business by purchasing virtual programming and providing employees with laptops and printers to work from home during the pandemic. Receipts of software and supplies totaling $2,448.40 were submitted. Vanessa said that her business did not have to pay full rent through the pandemic, and did not want to include any other totals than the essentials as that would "be blessing enough".

Addictions by Rhonda

Staff is recommending the max reimbursement of $2,500 to Addictions by Rhonda under the eligibility category of supplies and financial support.

Rhonda adapted her business by using Facebook Live for instore shopping and providing curbside pickup while the business was closed by the Governor. Upon reopening, masks, face shields, and sanitizing supplies were new products carried in store for sale to adapt the business to its changing needs. Receipts totaling $4,450 were submitted, consisting of $3,750 in rent paid while the store was closed and $700 in new COVID-19 specific products.

Deborah's Boutique

Staff is recommending the max reimbursement of $2,500 to Deborah's Boutique under the eligibility category of supplies and financial support.

Deborah's was closed for 45 days during COVID-19, at which point she utilized FB Live and offered curbside pickup and delivery to customers, as well as curbside style shows. She joined a media consulting firm to help with Facebook and instagram as so much of the business went online. Upon permission to open, she had new merchandise of masks and sanitizing products to sell to customers as well as use in the store. They also steam garments after a customer tries them on for increased cleanliness. Receipts were submitted totaling $4,767 for new COVID products and drive by style show supplies.

Mark Neel

Staff is recommending the max reimbursement of $2,500 to Mark Neel under the eligibility category of supplies and financial support.

The practice was ordered to close from March 20 through May 8, 2020 by order of the governor, greatly impacting the ability to maintain normal operating expenses. The practice purchased new a sterilization machine, PPE for staff, Plexiglas shields installed, and purchased additional sterilization and disinfectants. The office had to close for an additional 2 weeks due to a possible COVID-19 exposure as mandated by the CDC, bringing further financial strain. Receipts were submitted totaling $8,000 of business modifications due to the COVID-19 pandemic.

The Blue Frog

Staff is recommending the max reimbursement of $2,500 to Shawne Somerford under the eligibility category of supplies.

In January, the restaurants court related catering schedule began to cancel as so many of those individuals are associated with travel from all over the world. By March 1, every trial related catering event had cancelled without any reschedule date. The first trial related catering job was not done until late July. For reference, pre-COVID the catering arm of the business operated 7 days a week. In addition to the cancellation of catering, the lunch counter was also closed and efforts focused on the Grab ‘N Go fridge and curbside pickup. In effort to not compromise on the quality of food and presentation, many additional changes were made to the business including the to go containers used, produce quality and variety, and staffing roles. Receipts were submitted totaling $2,500 for just to go bags, containers, and cutlery alone.

Blissmoor Valley Ranch Company Store

Staff is recommending the max reimbursement of $2,500 to Blissmoor Valley Ranch Company Store under the eligibility category of financial support.

The store added curbside service and pick up until allowed to reopen by the Governor, which allowed customers to safely stay in their car and have merchandise delivered directly to their car. The business utilized facebook to market what was available. As a result of COVID-19, the store lost some of its vendors, income, and commission while still maintaining the same operating costs of mortgage and utilities, while keeping their employees on staff and paid. Receipts totaling $4,216.34 were submitted of payroll and mortgage payments to keep their staff on and doors open.

Miguels Authentic Mexican Food

Staff is recommending the max reimbursement of $2,500 to Miguels Authentic Mexican Food under the eligibility categories of supplies and financial support.

When indoor dining was shut down, the restaurant created new meal and menu items to feed a larger group at affordable rates. The newly created $25 family pack was the success that helped keep the roof over their heads. Miguel advertised on KMHT radio, as well as a Spanish Facebook campaign which highlights ETX events in Spanish. The restaurant is operating fewer days a week, which has impacted how much they earn. Receipts totaled $3,328 for supplies to keep up with larger to-go orders, PPE, printing new menus on paper for dine in guests, staff salaries, and rent. Receipts of an additional $32,585 of payroll costs and $12,200 rent costs since March were submitted.

Cajun Tex

Staff is recommending the max reimbursement of $2,500 to Cajun Tex under the eligibility categories of supplies and financial support.

Cajun Tex began selling groceries from March to May to help by selling items at cost when local grocery store shelves were minimal. The restaurant started curbside and delivery service, as well as rearranged indoor dining and added additional patio tables for outdoor as dining needs evolved. The catering truck was used more frequently in neighborhoods when the indoors remained closed under the governors orders. Sanitation stations were created for indoor and outdoor dining. COVID-19 costs totaled $78,000 between sanitization, delivery and curbside services, patio equipment, stackable heaters for the increase in to-go orders, PPE for employees, rent, and employee payroll- of which they were able to keep all 25 on. Receipts totaling $4,447 were submitted.

ITEM 15C

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

MEMORANDUM

To: Members of the City Council

From: Mark Rohr, City Manager

Date: November 5, 2020

Subject: Report regarding needed Appointments to the Various City Boards, Commissions, and Committees

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This report is regarding needed appointments to the various City boards, commissions, and committees. City Staff advertised to make citizens aware of the needed appointments and give them an opportunity to express interest in being appointed, if they wish to do so have been made available. The terms for the new appointees begins on January 1st.

Information is attached that provides a summary of each of the current City boards, commissions, and committees as well as information regarding needed appointments.

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, Bobbie Hurd, Deon Behrman, Lee Ferguson, Christy Godwin, and Keith Hill. The staff member who works with this committee is Daniel Sutton Interim Director of Community & Economic Development. Questions may be directed to Mr. Sutton at 903-935-4405 or at sutton.daniel@marshalltexas.net.

The terms of Deon Behrman and Christy Godwin are expiring. Both are eligible for reappointment. There is also one additional vacancy on the board which needs to be filled.

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, Colin Brady, and Matthew Kuhn. The staff member who works with this commission is Daniel Sutton, Interim Director of Community & Economic Development. Questions may be directed to Mr. Sutton at 903-935-4405 or at sutton.daniel@marshalltexas.net.

Appointments to the Planning and Zoning Commission are brought before the City Commission 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, Tom Webster, Jimmy Robertson, Dale Person, and Bill Seibert. The staff member who works with this board is Daniel Sutton, Interim Director of Community & Economic Development. Questions may be directed to Mr. Sutton at 903-934-7877 or at sutton.daniel@marshalltexas.net.

The terms of Sam Fogle and Dale Person are expiring. Both are eligible for reappointment. There is also one additional vacancy on the board which needs to be filled.

KEEP MARSHALL BEAUTIFUL BOARD

The Keep Marshall Beautiful Board, formerly Marshall Image Advisory Board, advises the City Commission 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 Susan Marshall, Ashli Dansby, Angelita Jackson, and John Endicott. The staff member who works with this board is Mallori James, Tourism & Cultural Arts Director. Questions may be directed to Mrs. James at 903-935-4417 or at james.mallori@marshalltexas.net

The terms of Ashli Dansby, and John Endicott are expiring. Ashli Dansby is eligible for reappointment. John Endicott is not eligible for reappointment. There are four vacancies on the board which need to be filled.

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, Ralph Newman, Rita Louise, Annye Fisher, Travis Keeney, and Mary Lynn Vassar. The staff member who works with this board is Mr. Daniel Sutton, Interim Director of Community & Economic Development. Questions may be directed to Mr. Sutton at 903-935-4405 or at sutton.daniel@marshalltexas.net.

The terms of Faye Whitaker, Annye Fisher, and Travis Keeney are expiring. All are eligible for reappointment.

VISIT MARSHALL ADVISORY BOARD

The Visit Marshall Advisory Board, formerly Convention and Visitor Bureau Board of Directors, 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, Ayesha George, Jill Davis, Wes Smith, Joseph Filippazo, Ryan Irwin, and Barbara Judkins. The staff member who works with this board is Mallori James, Tourism & Cultural Arts Director. Questions may be directed to Mrs. James at 903-935-4417 or at james.mallori@marshalltexas.net.

The terms of George Carter, Ayesha George, Wes Smith, and Ryan Irwin are expiring. All are eligible for reappointment. There is also a vacancy for the ex-officio commissioner member position.

PARKS ADVISORY BOARD

The Parks Advisory Board serves as an advisory committee to the City Commission 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 two 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 James Runnels, Mike Haynes, LaDarius Carter, Colin Brady, Jerry Calderon, Gloria Moon, and Melisa Lewis. The staff member who works with this board is Randy Pritchard, Support Services Superintendent. 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.

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 Ken Poindexter, Eva Oliver, Ruby Pye, Peggy Emerson, Christina Deel, Jennifer Hoskins, and Scherry Earl. The staff member who works with this board is Anna Lane, Library Director. Questions may be directed to Ms. Lane at 903-935-4465 or at alane@marshallpubliclibrary.org.

The terms of Ken Poindexter, Eva Oliver, Christina Deel, and Jennifer Hoskins are expiring. Christina Deel and Jennifer Hoskins are eligible for reappointment. Ken Poindexter and Eva Oliver are not eligible for reappointment. There are two vacancies on the board which need to be filled.

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 Hillary Saunders, Dr. Blair Blackburn, Colin Brady, Kat Evans, Will Adams, and Jessica Ford. The staff member who works with this board is Glenna Williams, Acting Finance Director/City Secretary. Questions may be directed to Mrs. Williams at 903-935-4447 or at williams.glenna@marshalltexas.net.

The terms of Will Adams, Colin Brady, and Kat Evans are expiring. All are eligible for reappointment. There is also one additional vacancy on this board which needs to be filled.

MAIN STREET ADVISORY BOARD

The Main Street Advisory Board assists in the economic revitalization and promotion of downtown 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 Trey Sandlin, Harold Raines, George Kezerle, Karen Bickerdike, Joseph Filippazo, Lucy Goladay, Suzanne Carter, Ruby Pye, Deborah Parker, Diane Solomon, Sam Moseley, Melinda Gaulden, and Deb Sorich. The staff member who works with this board is Mallori James, Tourism & Cultural Arts Director. Questions may be directed to Mrs. James at 903-935-4417 or at james.mallori@marshalltexas.net.

The terms of Karen Bickerdike, Joseph Filippazo, Lucy Goladay, Suzanne Carter, Ruby Pye, Deborah Parker, Sam Moseley, Melinda Gaulden, and Deb Sorich are expiring. Karen Bickerdike, Joseph Filippazo, Lucy Goladay, Suzanne Carter, Deborah Parker, Sam Moseley, Melinda Gaulden, and Deb Sorich are eligible for reappointment. Ruby Pye is not eligible for reappointment. There is one vacancy on this board which needs to be filled.

MARSHALL ECONOMIC DEVELOPMENT CORPORATION

The Marshall Economic Development Corporation (MEDCO) is the industrial recruitment, development, and retention component of the City of Marshall. MEDCO is what is known as a Type A Corporation under the State of Texas economic development laws. As a Type A corporation, MEDCO is allowed to receive funds from a one-half cent sales tax for economic development. MEDCO uses these funds to provide incentives to new and existing industries to come to Marshall or remain in Marshall. The term of service on this board is three years, beginning on January 1. A member can serve a maximum of two consecutive full terms. MEDCO meets once per month. The current members of the board are Brenda Brown, Sam Moseley, Jeremy Spears, Hal Cornish, and Ed Hoffman. The staff member who works with this board is Mark Rohr, City Manager. Questions may be directed to Mr. Rohr at 903-935-4418 or at rohr.mark@marshalltexas.net.

Appointments to MEDCO are not part of the annual year-end appointment process. The appointment procedures for MEDCO are established in the MEDCO bylaws that were originally approved by the City Commission. It is required in the MEDCO bylaws that the appointments to MEDCO are made prior to December 31 each year. The MEDCO board provides a recommendation to the City Commission for appointments or re-appointments.

ITEM 15D

REPORT FROM CHIEF OF POLICE ON NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT

CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET

MEETING DATE:

PROJECT: Report from Chief of Police on National Prescription Drug Take Back event

DESCRIPTION: Police department participates in prescription drop off and take back events throughout the year.

COST: None

RECOMMENDED
ACTION: None

CITY CONTACT: Chief Carruth

cc: File

ITEM 15E

APPROVAL OF BOOM-AXE PURCHASE FOR THE PUBLIC WORKS DEPARTMENT

City of
MARSHALL
TEXAS

TO: Members of the City Commission

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

DATE: November 2, 2020

SUBJECT: Approval of Boom-Axe purchase for the Public Works Department

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Earlier this year, the Public Works Department took delivery of a new 22' Boom-Axe cutter, which has been mounted to one of our existing John Deere tractors. The Boom-Axe is used by our Streets and ROW/Community Appearance Divisions to cut and trim right-of-way and shoulder areas in the city, as well as at the Wastewater Treatment Plant and Raw Water Pump Station. This piece of equipment replaced the defective and obsolete tractor-mounted Flail Mower cutter that was previously used for this purpose.

The Boom-Axe was purchased through the Texas Buy Board cooperative purchasing system (Contract 529-17), from Alamo Industrial, of Seguin, Texas. I am requesting final approval to process the payment invoice, in the amount of $62,817.00.

ALAMO INDUSTRIAL SHARPER

ALAMO GROUP (TX) INC.

☐ Quote ☑ Sale

Samurai 1.8 Sales Order & Quote Form

Date: 4/30/2020

* New End User

Terms Code =	*Cooperative Contract - XB3 - BUYBOARD-2019-NET 30 DAYS*				
Ship To	*New End User*				
Bill To	*New End User*				
Quoted by	*Blake J*	Tractor Model and Year	*JD 6105D*	Delivery	*In Stock*
PO#		Tractor Source	Dealer	Tractor Type	Cab 4WD
Delivery State	*TX*	Front Tire Size		Rear Tire Size	
Freight	*Freight Prepaid and Allow*	Added Billing	*No*	Amount =	
		Dealer Mounting Charges	*No*	Amount =	
Loading Dock =	*Yes*	Dealer/State Commission %	*Yes*	% Amount =	*10%*
End User?	Sold End User	Handling			

Ship To:

Boom =	22' Samurai1.8 Boom, 4wd Tractors, Joystick Control-----04852208
Head =	60" Rotary Cutting Head, Blade Bar, Swivel, J-Stk-----02986190SJ
Skip if customer tractor	
Mounting =	*Alamo Mounting (Factory Mounting)*
Options =	
Options =	
Choose a mount kit =	Call for Availability
Mnt Kit Note =	
Tractor Note =	
Customer Notes =	John Deer 6105D Mount kit. Austin Turf & Tractor as Servicing Dealer

Contract Pricing Listed	15%
Qty of units being ordered: 1	Discount 1,2,3 %

* New End User / Bill To:

Qty	Item#	Description	List Cost	Net Cost	Total
1	04852208	22' Samurai1.8 Boom, 4wd Tractors, Joystick Control-----04852208	$ 47,760.00	$ 40,596.00	$ 40,596.00
1	02986190SJ	60" Rotary Cutting Head, Blade Bar, Swivel, J-Stk-----02986190SJ	$ 17,880.00	$ 15,198.00	$ 15,198.00
1	02985029	Factory Mounting/Setup Fee, Samurai Boom-----02985029	$ 8,262.35	$ 7,023.00	$ 7,023.00
1	Not Listed	0	TBD		$ -
1	00888179	Freight Prepaid and Allow		$ (1,326.38)	
1	Commission	Dealer / State Commission	Attn: Anna	$ 6,281.70	
		BuyBoard Contract # 529-17			
	TEXT LINE	John Deer 6105D Mount kit. Austin Turf & Tractor as Servicing Dealer			
				Total=	$ 62,817.00

1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin Texas
2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial

Note:
1) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.

2) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms

Dealer Signature: ______________________ *Date:* __________

ITEM 15F

APPROVAL OF FINANCING FOR THE PURCHASE OF SEVEN (7) NEW POLICE DEPARTMENT VEHICLES AND AUTHORIZATINO FOR THE CITY MANAGER TO EXECUTE THE FINANCING CONTRACT

M E M O R A N D U M

To: Mark Rohr, City Manager

From: Glenna Williams, Acting Finance Director

Date: November 5, 2020

Subject: Approval of financing for the purchase of seven (7) new Police Department vehicles and authorization for the City Manager to execute the financing contract

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Seven (7) police vehicles were ordered subsequent to approval from the Commission at the February 13, 2020 regular meeting. Financing Agreements have been requested and will be provided at the meeting for review.

ITEM 16

ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 17

ADJOURNMENT

RESOLUTION NO. R-20-20

A RESOLUTION CANVASSING RETURNS AND DECLARING RESULTS OF THE GENERAL CITY ELECTION

WHEREAS, under and by virtue of a Resolution passed, approved, and adopted by the City Commission on the 23rd of January, 2020 and thereafter published, an election was held in said City on the 3rd day of November, 2020 for the purpose of electing District Commissioners six and seven; and

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said election for City Commissioner District 6 a total (which includes votes cast by early voting) of 2,285 which were cast as follows:

Amanda A. Abraham	(Early Votes – 1,526)	Total – 1,759
Patricia A. Hightower Brooks	(Early Votes – 455)	Total – 526

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said election for City Commissioner District 7 a total (which includes votes cast by early voting) of 2,603 which were cast as follows:

Micah M. Fenton	(Early Votes – 1,261)	Total – 1,456
Robert Wood	(Early Votes – 1,002)	Total – 1,147

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

The returns as set forth herein are declared to be official;

that Amanda Abraham is hereby recognized and declared to be City Commissioner District 6 for the City of Marshall;

that Micah Fenton is hereby recognized and declared to be City Commissioner District 7 for the City of Marshall.

PASSED, APPROVED, AND ADOPTED this 12th day of November 2020.

AYES: 5
NOES: 0
ABSTAINED: 0

Terri W. Brown

PRESIDING OFFICER OF CANVASSING AUTHORITY
MAYOR OF THE COMMISSION OF THE
CITY OF MARSHALL

ATTEST:

Glenna Williams

ACTING CITY SECRETARY

RESOLUTION NO. R-20-21

A RESOLUTION CANVASSING RETURNS AND DECLARING RESULTS OF THE GENERAL CITY ELECTION

WHEREAS, under and by virtue of a Resolution passed, approved, and adopted by the City Commission on the 12th of December, 2019 and thereafter published, an election to fill a vacancy was held in said City on the 3rd day of November, 2020 for the purpose of electing District Commissioner two; and

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for City Commissioner District 2 a total (which includes votes cast by early voting) of 1,134 which were cast as follows:

Leo Morris	(Early Votes – 629)	Total – 760
Jeffrey Henderson	(Early Votes – 296)	Total – 374

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

The returns as set forth herein are declared to be official;

that Leo Morris is hereby recognized and declared to be City Commissioner District 2 for the City of Marshall;

PASSED, APPROVED, AND ADOPTED this 12th day of November 2020.

AYES: 5

NOES: 0

ABSTAINED: 0

Terri W. Brown

PRESIDING OFFICER OF CANVASSING AUTHORITY
MAYOR OF THE COMMISSION OF THE
CITY OF MARSHALL

ATTEST:

Alenna Williams

ACTING CITY SECRETARY

RESOLUTION NO. R-20-22

A RESOLUTION CANVASSING RETURNS AND DECLARING RESULTS OF THE SPECIAL CITY ELECTION OF A PROPOSITION ON THE QUESTION OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF MARSHALL AT THE RATE OF ONE-EIGHTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

STATE OF TEXAS
COUNTY OF HARRISON
CITY OF MARSHALL

WHEREAS, under and by virtue of an Ordinance passed and approved, and adopted by the City Commission on February 13, 2020 and thereafter published, an election was held in the City on November 3, 2020 for the purpose of submitting a proposition to determine whether the City Commission shall be authorized to levy and collect a sales and use tax within the City under the provisions of Chapter 327, as amended, Texas Tax Code to provide revenue for the maintenance and repair of municipal streets; and

WHEREAS, the City Commission did direct that said election be held and conducted and the returns thereof made in accordance with the Texas Tax Code, the Texas Election Code, and the Charter of the City of Marshall; and,

WHEREAS, the special election was held in said City on the 3rd day of November 2020 for the purpose of submitting to the qualified voters the following proposition:

Proposition A: The reauthorization of the local sales and use tax in the City of Marshall at the rate of one-eighth (1/8) of one (1) percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

____________ *YES — For the proposition.*

____________ *NO — Against the proposition.*

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition A a total (which includes votes cast by early voting) of 6,949 which were cast as follows:

FOR	(early votes – 4,842)	Total – 5,552
AGAINST	(early votes – 1,192)	Total – 1,397
PROPOSITION PASSES BY:		4,155

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition A.

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF MARSHALL, TEXAS THAT:

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

Section 2. That said special election was duly called; that notice of said election was given in accordance with law; that said election was held in accordance with law; that the returns were duly and legally made; and that there were cast at said election valid and legal votes.

Section 3. The returns as set forth herein are ordered and declared to be official; that Proposition A reauthorizing a one-eighth (1/8) of one (1) percent sales and use tax for street maintenance is hereby recognized and declared to have passed.

Section 4. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PASSED, APPROVED, AND ADOPTED this 12th day of November 2020.

AYES: 5
NOES: 0
ABSTAINED: 0

Terri W. Brown
PRESIDING OFFICER OF CANVASSING AUTHORITY
CHAIRMAN OF THE COMMISSION OF THE
CITY OF MARSHALL

ATTEST:

Glenna Williams
ACTING CITY SECRETARY

RESOLUTION NO. R-20-23

A RESOLUTION CANVASSING RETURNS ORDERING AND DECLARING RESULTS OF THE SPECIAL CITY ELECTION TO CONSIDER SIXTEEN (16) PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MARSHALL PROVIDING FOR THE CITY'S FORM OF GOVERNMENT; BOUNDARIES POWERS; CITY COUNCIL; CITY OFFICERS, TERMS AND TERM LIMITS, VACANCIES AND FORFIETURES OF OFFICE; FINANCIAL PROCEDURES; BUDGETING; ISSUANCE OF DEBT; TAXATION; ELECTIONS OF CITY COUNCIL; INITIATIVE; REFERENDUM AND RECALL FRANCHISES AND REGULATION OF PUBLIC UTILITIES; FINANCIAL INTERESTS FOR CITY COUNCIL AND OFFICERS; CLAIMS AGAINST THE CITY; LIENS, ASSIGNMENTS; GARNISHMENT AND SECURITY BONDS; ALL OF THE ABOVE AS ALLOWED BY THE STATE LAW OF TEXAS; REPEALING OBSOLETE PROVISIONS AND ADDING A NEW PROVISION TO ALLOW RENUMBERING AND REARRANGING THE CHARTER AS LONG AS NO SUBSTANTIVE CHANGE IS MADE; CORRECTING TYPOGRAPHICAL ERRORS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, under and by virtue of an Ordinance passed and approved, and adopted by the City Commission on February 13, 2020 and thereafter published, an election was held in the City on November 3, 2020 for the purpose of submitting to the voters sixteen (16) amendments to the City Charter of the City of Marshall; and

WHEREAS, the City Commission did direct that said election be held and conducted and the returns thereof made in accordance with the Texas Tax Code, the Texas Election Code, and the Charter of the City of Marshall; and,

WHEREAS, the special election was held in said City on the 3rd day of November 2020 for the purpose of submitting to the qualified voters the following propositions:

PROPOSITION B Incorporation, Form of Government, Boundaries and Official Map

Shall ARTICLE I, IN GENERAL Sec. 2 through Sec. 11 of the City Charter be amended as ARTICLE I INCORPORATION AND FORM OF GOVERNMENT to provide for the incorporation of the home-rule City of Marshall; Council-Manager form of government and boundaries for the City of Marshall, Texas and the official map?

_____FOR

_____AGAINST

PROPOSITION C Powers of the City as allowed by state law

Shall ARTICLE II, CORPORATE POWERS Sec.12 through 22 of the City Charter; be amended as ARTICLE II POWERS OF THE CITY to provide for the general powers and construction of the general powers of the City, annexation and disannexation, and intergovernmental relations of the City as allowed by state law?

_____FOR

_____AGAINST

<u>PROPOSITION D</u> City Council and Officers: City Secretary, City Attorneys, Prosecutor and outside Counsel, City Manager and Municipal Judges

Shall ARTICLE III, CITY COMMISSION AND OFFICERS Sec. 23 through Sec. 30 of the City Charter and Article V Chairman Sec. 109 through Sec.114 be amended as ARTICLE III CITY COUNCIL AND OFFICERS, to provide for a Mayor, Mayor Pro Tem and City Council, and City appointed officers, to provide for the general powers and duties of the City Council; to provide for the number, selection, and boundaries of City Council districts and to allow for redistricting; to provide for qualifications and that the City Council is the judge of a Council member's qualifications; to prohibit dual office holding and interference with staff; to provide for no compensation but to allow reimbursement for necessary expenses of office; to provide for meetings, rules of procedure and Council investigations and to amend Article VII, City Secretary and Article VIII City Attorney of the City Charter to provide by new Secs. 3.10 and 3.11 for the Council to appoint the City Secretary and City Attorney, Prosecutor and other assistant City Attorneys, outside Counsel or volunteer attorney to assist the City Attorney and for the Council to proscribe the duties of the City Secretary and City Attorney, to amend ARTICLE VI, City Manager, by Article IV, Administrative Organization to provide for the City Manager, the City Manager's appointment, qualifications, compensation, removal or suspension, an acting City Manager, City Manager powers and duties and additional administrative organization as provided for by the City Council; and to amend ARTICLE X, CORPORATION, Sec. 160 through 174 of the City Charter and replace with a new ARTICLE V MUNICIPAL COURT to provide for the Municipal Court of the City of Marshall, the jurisdiction of the municipal court; provide for the appointment of the Chief Municipal Judge and other municipal judges by the City Council; municipal judge qualifications, compensation and powers and to provide for the Clerk and Deputy Clerk of the Municipal Court appointed by the City Manager and their powers?

_____FOR

_____AGAINST

<u>PROPOSITION E</u> Ordinances require one (1) reading and procedures for adoption of Ordinances and Emergency Ordinances

Shall ARTICLE IX, ORDINANCES, Sec. 175 to Sec. 185 be amended as ARTICLE III, Secs. 3.15 through 3.17 to provide for action requiring an ordinance, ordinances in general, ordinances to require one (1) reading, the form, procedures for adoption, effective date and publication of ordinances, and emergency ordinances as allowed by state law?

_____FOR

_____AGAINST

<u>PROPOSITION F</u> Financial Procedures for Budgeting, Budget procedures; Audits, Purchasing and Investment Procedures as allowed by state law

Shall Sec. 77 through 78.4 of the City Charter providing for the budget, Sec. 102 providing for an Audit; Sec. 17 real estate purchase; Sec. 36 through 39 providing for contracts, purchases and appropriations be amended to be consistent with state law as ARTICLE VI, FINANCIAL PROCEDURES for the preparation and submission of the budget; procedures for budget approval and amendment of the budget, public hearings and appropriations and funding, auditing of City finances and purchasing and investment procedures as allowed by state law?

_____FOR

_____AGAINST

PROPOSITION G **Taxation and Tax Liens and Liability**

Shall Sec. 14 Taxes; References to the Tax Assessor Collector; references to the collection of taxes; Sec. 299 Payment of taxes and delinquent taxes of the City Charter providing for the power to tax, collection and for tax liens of the City Charter be amended as ARTICLE IX TAXATION to allow powers of taxation, tax liens and liability as allowed by state law?

_____FOR

_____AGAINST

PROPOSITION H **Elections conducted as allowed by state law**

Shall Article XII Elections Sec. 186 to Sec. 192 of the City Charter be amended as ARTICLE IX Elections to provide for elections to be conducted as allowed by state law?

_____FOR

_____AGAINST

PROPOSITION I **Initiative and Referendum**

Shall Sec. 193 providing for referendum be amended as ARTICLE X FOR INTIATIVE AND REFERENDUM to provide for the right of the people to initiate legislation or to approve or reject legislation enacted by the Council and to provide procedures for initiative and referendum as allowed by state law?

_____FOR

_____AGAINST

PROPOSITION J **Vacancies, Forfeitures of Office and Filing of Vacancies**

Shall Sec. 32, Sec. 33, Sec. 35 providing for Resignation and election and Sec. 71, Vacancy, and Sec. 72 Resignation of the City Charter be amended by adding Sec. 3.07 to provide for vacancies, and forfeitures of office and filing of vacancies in the office of a Council member by either appointment or calling an election to fill the vacancy and provided that if four-year terms are adopted the appointment may only be made within the first year of office as allowed by the Texas Constitution?

_____FOR

_____AGAINST

PROPOSITION K **Franchises and Public Utilities for the City to regulate by ordinance the transfer, regulations and rates and require two readings of the Ordinance**

Shall Article XIII Franchises Sec. 194 to Sec. 200 of the City Charter be amended as ARTICLE XI FRANCHISES AND PUBLIC UTILITIES to provide for the power of the City to grant and regulate all franchises of public utilities by ordinance; provide for the transfer, regulation, and rates of public utility franchises; and proscribe penalties by ordinance and require two (2) readings of a public utility franchise ordinance?

_____FOR

_____AGAINST

<u>PROPOSITION L</u> General Provisions for Financial Interest, Oath of Office, Prohibited Activities, Claims against the City, Liens, Assignments, Garnishment and Security Bonds and Transitional Provisions for vested rights and effect on existing laws

Shall sections providing for financial interests of officers and employees of the City Charter be amended as ARTICLE XII GENERAL PROVISIONS to provide for financial interests of the Mayor, Mayor Pro Tem and all City elected or appointed officials to comply with state law regarding personal interests in contracts, oaths, prohibited activities, claims against the City to require notice and allow meritorious claims to be settled by the City Manager and for Liens, Assignment and Garnishment and to provide for a new ARTICLE XIII TRANSITIONAL PROVISIONS to provide for the vested rights or privileges of persons who are City officers or employees and for the effect on existing laws at the time of the adoption of amendments to the City Charter?

_____FOR

_____AGAINST

<u>PROPOSITION M</u> Council allowed to Renumber and Rearrange Charter by Ordinance as long as no substantive change made.

Shall the City Charter be amended to add a new Section 12.09 to allow the Council, by ordinance, to renumber and rearrange all articles, sections, subsections, paragraphs and subparagraphs of this Charter or any amendments hereto, correct typographical errors as the Council shall deem appropriate, including the power to conform cross-references in the body of the text of this Charter, so long as no substantive change is made?

_____FOR

_____AGAINST

<u>PROPOSITION N</u> Repeal obsolete provisions, provisions preempted by state and federal law and provisions within the general power of the city as allowed by state law.

Shall obsolete provisions of the City Charter be repealed, including Sec. 6 through Sec. 8 Local Option Liquor elections ; Sec. 29 Jury Duty; Sec. 30 Surety; Sec. 31 Free Service; Sec. 40 School Board contracts; Sec. 41 Religious or Political Beliefs; Article III, Division 2 Political Influence, Sec. 42 through Sec. 49; Sec. 89 Charitable institutions; Sec. 90 Orphanages; Sec 91 Pensions; Sec. 92 Buildings; Sec. 9 Sewer system; Sec. 94 Sewer districts; Sec. 95 Plumbing; Sec. 96 Quarantine; Sec. 98 City Depository; Article IV Committees Sec. 99 through 101Article XIV Parks Sec. 202 through 210; Article XV Schools, Sec. 211 to Sec. 241; Article XVI Railways Sec. 242 through Sec. 254; and Article XVIII Streets Sec. 265 through Sec. 274; that are no longer necessary or are preempted by the Texas Constitution, state or federal law and are within the general powers of the City as allowed by state law?

_____FOR

_____AGAINST

<u>PROPOSITION O</u> Recall of a Council member by petition of least fifteen (15) percent of the number of registered voters in the Council member's district and for limitations on recall within six (6) months after an election for the Council member's recall

Shall Sec. 62 and Sec. 63 Recall of a Council member of the City Charter be amended to provide for the right of the people to provide for recall of a Council member by petition of at least fifteen (15) percent of the number of registered voters in the Council member's district as allowed by state law and for limitations on recall for any Council member within six (6) months after an election for the Council member's recall?

_____FOR

_____AGAINST

<u>PROPOSITION P</u> Terms and Term Limits

Shall ARTICLE III, Sec. 64 Term of two (2) years and Sec. 64.1 City Commissioner term limits be amended as follows:

Section 3.04 Terms and Term Limits

a. **Terms.** Except for Council Members elected to serve an unexpired term or in emergency situations as provided in section 3.17 of this Charter, each Council member elected shall serve a term of four years.
b. **Transition.** To transition to four-year terms, only those Council Members whose terms begin with the May 01, 2021, general election shall serve a term of three-years and the three-year term shall expire with the May 4, 2024, general election. Four-year terms and the accruing of consecutive terms as provided for in this section shall include only the Council Member terms beginning with the May 07, 2022, general election and all other terms arising out of subsequent general elections~~.~~
c. **Term Limits.** Council members shall serve not more than two (2) consecutive four-year terms arising out of a general election for a district and not more than a total period of eight consecutive years as a Council member of a district, regardless of which Council member district or districts a person serves.

_____FOR

_____AGAINST

<u>PROPOSITION Q</u> Bonds, Warrants and Other Evidence of Indebtedness as allowed by state law

Shall Sec. 82 through Sec. 88 of the City Charter be amended as ARTICLE VII BONDS, WARRANTS AND OTHER EVIDENCE OF INDEBTEDNESS be amended and replaced with new ARTICLE VII BONDS, WARRANTS AND OTHER EVIDENCE OF INDEBTEDNESS for the City Council the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidence of indebtedness be consistent with state law and allow for the right of the people to petition the City to call an election on the proposed debt as allowed by state law and allow for revenue bonds issued by the City to be submitted for approval by a majority of registered voters, voting at an election held for such purpose, unless the resolution directing publication of notice of intention to issue said revenue bonds is approved by a two-thirds majority vote of the Council members.

_____FOR

_____AGAINST

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition B a total (which includes votes cast by early voting) of 6,639 which were cast as follows:

FOR	(early votes – 4,330)	Total – 4,981
AGAINST	(early votes – 1,427)	<u>Total – 1,658</u>
PROPOSITION PASSES BY:		3,323

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition B.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition C a total (which includes votes cast by early voting) of 6,641 which were cast as follows:

FOR	(early votes – 4,251)	Total – 4,894
AGAINST	(early votes – 1,503)	Total – 1,747
PROPOSITION PASSES BY:		3,147

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition C.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition D a total (which includes votes cast by early voting) of 6,367 which were cast as follows:

FOR	(early votes – 3,152)	Total – 3,730
AGAINST	(early votes – 2,350)	Total – 2,637
PROPOSITION PASSES BY:		1,093

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition D.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition E a total (which includes votes cast by early voting) of 6,649 which were cast as follows:

FOR	(early votes – 3,402)	Total – 4,036
AGAINST	(early votes – 2,342)	Total – 2,613
PROPOSITION PASSES BY:		1,423

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition E.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition F a total (which includes votes cast by early voting) of 6,633 which were cast as follows:

FOR	(early votes – 3,568)	Total – 4,210
AGAINST	(early votes – 2,161)	Total – 2,423
PROPOSITION PASSES BY:		1,787

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition F.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition G a total (which includes votes cast by early voting) of 6,628 which were cast as follows:

FOR	(early votes – 2,873)	Total – 3,337
AGAINST	(early votes – 2,852)	Total – 3,291
PROPOSITION PASSES BY:		46

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition G.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition H a total (which includes votes cast by early voting) of 6,684 which were cast as follows:

FOR	(early votes – 3,890)	Total – 4,578
AGAINST	(early votes – 1,896)	Total – 2,106
PROPOSITION PASSES BY:		2,472

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition H.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition I a total (which includes votes cast by early voting) of 6,584 which were cast as follows:

FOR	(early votes – 3,746)	Total – 4,406
AGAINST	(early votes – 1,945)	Total – 2,178
PROPOSITION PASSES BY:		2,228

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition I.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition J a total (which includes votes cast by early voting) of 6,575 which were cast as follows:

FOR	(early votes – 3,579)	Total – 4,208
AGAINST	(early votes – 2,108)	Total – 2,367
PROPOSITION PASSES BY:		1,841

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition J.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition K a total (which includes votes cast by early voting) of 6,498 which were cast as follows:

FOR	(early votes – 3,324)	Total – 3,896
AGAINST	(early votes – 2,298)	Total – 2,602
PROPOSITION PASSES BY:		1,294

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition K.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition L a total (which includes votes cast by early voting) of 6,446 which were cast as follows:

FOR	(early votes – 3,160)	Total – 3,721
AGAINST	(early votes – 2,417)	Total – 2,725
PROPOSITION PASSES BY:		996

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition L.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition M a total (which includes votes cast by early voting) of 6,642 which were cast as follows:

FOR	(early votes – 3,304)	Total – 3,881
AGAINST	(early votes – 2,435)	Total – 2,761
PROPOSITION PASSES BY:		1,120

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition M.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition N a total (which includes votes cast by early voting) of 6,562 which were cast as follows:

FOR	(early votes – 3,370)	Total – 3,977
AGAINST	(early votes – 2,297)	Total – 2,585
PROPOSITION PASSES BY:		1,392

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition N.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition O a total (which includes votes cast by early voting) of 6,635 which were cast as follows:

FOR	(early votes – 3,523)	Total – 4,142
AGAINST	(early votes – 2,213)	Total – 2,493
PROPOSITION PASSES BY:		1,649

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition O.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition P a total (which includes votes cast by early voting) of 6,680 which were cast as follows:

FOR	(early votes – 3,535)	Total – 4,197
AGAINST	(early votes – 2,240)	Total – 2,483
PROPOSITION PASSES BY:		1,714

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition P.

WHEREAS, upon consideration of the returns of said election, it appears that the same were in all respects legally held, that notice was properly given, and that the returns thereof were duly and legally made; and it further appearing that there were cast at said special election for Proposition Q a total (which includes votes cast by early voting) of 6,568 which were cast as follows:

FOR	(early votes – 3,385)	Total – 3,997
AGAINST	(early votes – 2,298)	Total – 2,571
PROPOSITION PASSES BY:		1,426

AND it further appears to the City Commission after a canvass of said ballots that, a majority of the qualified voters of said City voting at said election were in favor of Proposition Q.

WHEREAS, Texas Local Government Code Section 9.05(b) provides that an amendment to a charter does not take effect until the governing body of the municipality enters an Order in the records of the municipality declaring that the amendment is adopted.

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF MARSHALL, TEXAS THAT:

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

Section 2. That said special election was duly called; that notice of said election was given in accordance with law; that said election was held in accordance with law; that the returns were duly and legally made; and that there were cast at said election valid and legal votes.

Section 3. The returns as set forth herein are ordered and declared to be official; that Propositions B-Q are hereby recognized and declared to have passed.

Section 4. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PASSED, APPROVED, AND ADOPTED this 12th day of November 2020.

AYES: 5

NOES: 0

ABSTAINED: 0

Terri W. Brown

MAYOR OF THE CITY COMMISSION
OF THE CITY OF MARSHALL

ATTEST:

Glenna Williams

ACTING CITY SECRETARY