1. 12.10.2020 Agenda (PDF)

   Documents:

   12.10.20 AGENDA.PDF

2. 12.10.2020 Agenda Packet (PDF)

   Documents:

   1 12.10.20 PACKET.PDF

CITY OF MARSHALL, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, DECEMBER 10, 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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AGENDA INFORMATION PACKET IS AVAILABLE FOR THE PUBLIC TO REVIEW ON THE CITY'S WEB SITE AFTER 8:00 A.M. ON WEDNESDAY BEFORE THE MEETING AT
www.marshalltexas.net
****

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

2. **INVOCATION AND PLEDGES**

3. **CITIZEN COMMENTS**

   House Bill 2840 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on an agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on, or not on, the agenda. Those who wish to speak will have three minutes to do so unless additional time has been requested.

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 **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**

5. **CONSENT AGENDA**

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

   A. Consider approval of the minutes from the November 12, 2020 Regular meeting.

B. Monthly financial report. (Acting Finance Director)

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

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

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

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

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

H. Consider approval of the annual Interlocal Agreement with the Marshall-Harrison County Health District. (City Manager)

6. **ORDINANCES**

A. Consider approval of an Ordinance amending the 2020 Annual Budget to appropriate funds for projects approved by the City Council. (Acting Finance Director)

B. Consider approval of an Ordinance amending the 2020 Annual Budget to provide for year-end adjustments in selected departments. (Acting Finance Director)

7. **SECOND READING OF 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. (Public Works Director)

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

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

B. Consider approval of appointments and reappointments to the various City boards, commissions, and committees. (City Manager)

C. Consider approval of two appointments to the Marshall Economic Development Corporation Board of Directors. (MEDCO)

D. Discuss, consider, deliberate and act upon a request from the Housing Authority of the City of Marshall to waive payment of amounts due to the City of Marshall as

Payment in Lieu of Taxes (PILOT) for years 2017, 2018, 2019, and 2020. (Acting City Attorney)

E. Status update on Municipal Court operations. (Acting Finance Director)

F. Consider approval of the Interlocal Agreement with the East Texas Council of Governments for Transportation Services (GoBus). (City Manager)

G. Consider approval of a contract extension with ChemPro Services, Inc. for 2021 vegetation management services. (Public Works Director)

H. Consider approval of financing for a new backhoe for the Public Works Department. (Public Works Director, Acting Finance Director)

I. Report regarding a check received from AEP/SWEPCO, in the amount of $13,350.00, for the City's participation in the 2020 AEP/SWEPCO Load Management Program. (Public Works Director)

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

10. **ADJOURNMENT**

Posted: December 7, 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 72-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office at 903-935-4446.

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   Page 1

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   Page 2

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   Page 3

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

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Page 5

B. Monthly financial report. (Acting Finance Director)
Page 14

C. Street Sweeping Activity Report. (Public Works Director)
Page 17

D. Municipal Court Activity Report. (Acting Finance Director)
Page 21

E. Consider approval of an Interlocal Agreement with Harrison County for Public Library Services. (City Manager)
Page 31

F. Consider approval of an Interlocal Agreement with Harrison County for Ambulance/Rescue Services. (City Manager)
Page 34

G. Consider approval of an Interlocal Agreement with Harrison County for Inmate Services. (City Manager)
Page 38

H. Consider approval of the annual Interlocal Agreement with the Marshall-Harrison County Health District. (City Manager)
Page 43

6. **ORDINANCES**

A. Consider approval of an Ordinance amending the 2020 Annual Budget to appropriate funds for projects approved by the City Council. (Acting Finance Director)
Page 49

B. Consider approval of an Ordinance amending the 2020 Annual Budget to provide for year-end adjustments in selected departments. (Acting Finance Director)
Page 55

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A. Consider approval of Small Business Grant Fund Applications. (Main Street Manager)
Page 64

B. Consider approval of appointments and reappointments to the various City boards, commissions, and committees. (City Manager)
Page 68

C. Consider approval of two appointments to the Marshall Economic Development Corporation Board of Directors. (MEDCO)
Page 75

D. Discuss, consider, deliberate and act upon a request from the Housing Authority of the City of Marshall to waive payment of amounts due to the City of Marshall as Payment in Lieu of Taxes (PILOT) for years 2017, 2018, 2019, and 2020. (Acting City Attorney)
Page 79

E. Status update on Municipal Court operations. (Acting Finance Director)
Page 83

F. Consider approval of the Interlocal Agreement with the East Texas Council of Governments for Transportation Services (GoBus). (City Manager)
Page 85

G. Consider approval of a contract extension with ChemPro Services, Inc. for 2021 vegetation management services. (Public Works Director)
Page 96

H. Consider approval of financing for a new backhoe for the Public Works Department. (Public Works Director, Acting Finance Director)
Page 101

I. Report regarding a check received from AEP/SWEPCO, in the amount of $13,350.00, for the City's participation in the 2020 AEP/SWEPCO Load Management Program. (Public Works Director)
Page 103

9. **CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**
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ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2

INVOCATION AND PLEDGES

ITEM 3

CITIZEN COMMENTS

ITEM 4

ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

ITEM 5A

CONSENT AGENDA

APPROVAL OF THE MINUTES FROM THE NOVEMBER 12, 2020 REGULAR MEETING

MINUTES OF THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF MARSHALL THURSDAY, NOVEMBER 12, 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
Amanda Abraham, District 6	Micah Fenton, District 7

ABSENT: 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
Nikki Smith, Deputy City Secretary/Payroll Accountant
Rachel Skowronek, Main Street Manager

INVOCATION & PLEDGE: Mayor Brown

MINUTES

238. CONSIDER APPROVAL OF THE MINUTES FROM THE OCTOBER 22, 2020 REGULAR MEETING.

Commissioner Calhoun made a motion to approve the minutes from the October 22, 2020 Regular meeting. Commissioner Ware seconded the motion, which passed with a vote of 5:0.

CANVASS ELECTION

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

Scott Rectenwald, Acting City Attorney stated the results of the November 3, 2020 General Election are approved as a matter of form.

Commissioner Ware made a motion to approve a resolution canvassing the results of the General Election held on November 3, 2020. Mayor Brown seconded the motion, which passed with a vote of 5:0.

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

Scott Rectenwald stated the results of the November 3, 2020 Special Election are approved as a matter of form.

Commissioner Bonner made a motion to approve a resolution canvassing the results of the Special Election held on November 3, 2020. Commissioner Ware seconded the motion, which passed with a vote of 5:0.

241. 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.

Scott Rectenwald stated the results of the November 3, 2020 Special Election are approved as a matter of form.

Commissioner Morris made a motion to approve an ordinance canvassing the results of the special 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 1/8th of one percent to continue providing revenue for the maintenance and repair of municipal streets. Commissioner Bonner seconded the motion, which passed with a vote of 5:0.

242. 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 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.

Scott Rectenwald stated the results of the November 3, 2020 Special Election are approved as a matter of form.

Mayor Brown made a motion to approve an ordinance 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. Commissioner Ware seconded the motion, which passed with a vote of 5:0.

PRESENTATION

243. PRESENTATION OF PLAQUES TO OUTGOING CITY COMMISSIONERS.

Mayor Brown presented plaques to outgoing City Commissioners Lewis and Hurta and thanked them for their service to the City of Marshall.

OATH OF OFFICE AND BOND APPROVAL

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

Scott Rectenwald administered the Oath of Office for the Council members representing Districts 2, 6, and 7. Councilmember Calhoun also took the Oath of Office at this time.

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

Glenna Williams, Acting City Secretary, asked for approval of bonds for Council members representing Districts 2, 6, and 7.

Councilmember Bonner made a motion to approve the bonds for Council members representing Districts 2, 6, and 7. Councilmember Calhoun seconded the motion, which passed with a vote of 7:0.

EXECUTIVE SESSION

246. 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.

Councilmember Morris made a motion to enter into Executive Session. Mayor Brown seconded the motion, which passed with a vote of 7:0. The time was 6:16 p.m.

The Council reconvened from Executive Session, the time was 6:36 p.m.

ELECTION OF CHAIRMAN AND ACTING CHAIRMAN

247. CONSIDER ELECTION OF THE CHAIRMAN, OR MAYOR, FOR THE CITY COUNCIL.

Councilmember Calhoun nominated Councilmember Brown for the position of Chairman, or Mayor, for the City Council. Councilmember Ware seconded the nomination, which passed with a vote of 7:0.

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

Councilmember Bonner nominated Councilmember Ware as Acting Chairman, or Mayor Pro-Tem, for the City Council. Councilmember Calhoun seconded the nomination, which passed with a vote of 7:0.

249. **CITIZEN COMMENTS**

There were no citizens comments.

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

Items A & B were withdrawn from the Consent Agenda.

251. **CONSENT AGENDA**

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

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

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

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

PUBLIC HEARING

252. 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.

Rachel Skowronek, Main Street Manager, presented an amendment to 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. She stated an additional $153,973 was available.

Mayor Brown opened the public hearing.

No one spoke in favor or opposition of the amendment.

Mayor Brown closed the public hearing.

Councilmember Bonner made a motion to approve an amendment to 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. Mayor Brown seconded the motion, which passed with a vote of 7:0.

ORDINANCE

253. 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.

Eric Powell, Public Works Director, asked for approval of a 1% rate increase effective January 1, 2021 as allowed by the Consumer Price Index (CPI) annual adjustment provided for in the Solid Waste Contract with Republic Services.

Council members asked questions and discussed.

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

RESOLUTIONS

254. 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.

Eric Powell asked for 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.

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

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

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

Mike Hallum, CPA with Knuckols, Duvall, Hallum, & Co., presented the audit report for the 2019 fiscal year and highlighted significant information.

256. CONSIDER APPROVAL OF SMALL BUSINESS GRANT FUND APPLICATIONS.

Rachel Skowronek asked for approval of the completed applications received between October 15, 2020 and November 4, 2020.

Councilmember Fenton made a motion to approve the application for Mike's Corner Shoe Store for $2,500. Mayor Brown seconded the motion, which passed with a vote of 7:0.

Mayor Brown made a motion to approve the application for Elisha's Food for the Soul for $2,500. Councilmember Bonner seconded the motion, which passed with a vote of 7:0.

Councilmember Calhoun made a motion to approve the application for Vanessa Willie & Associates for $2,448.40. Councilmember Bonner seconded the motion, which passed with a vote of 7:0.

Councilmember Morris made a motion to approve the application for Addictions by Rhonda for $2,500. Councilmember Ware seconded the motion, which passed with a vote of 7:0.

Mayor Brown made a motion to approve the application for Deborah's Boutique for $2,500. Councilmember Calhoun seconded the motion, which passed with a vote of 7:0.

Councilmember Abraham made a motion to approve the application for Mark Neel for $2,500. Councilmember Fenton seconded the motion, which passed with a vote of 7:0.

Mayor Brown made a motion to approve the application for The Blue Frog for $2,500. Councilmember Fenton seconded the motion, which passed with a vote of 7:0.

Councilmember Bonner made a motion to approve the application for Blissmoor Valley Ranch Company Store for $2,500. Mayor Brown seconded the motion, which passed with a vote of 7:0.

Mayor Brown made a motion to approve the application for Miguels Authentic Mexican Food for $2,500. Councilmember Ware seconded the motion, which passed with a vote of 7:0.

Councilmember Ware made a motion to approve the application for Cajun Tex for $2,500. Councilmember Fenton seconded the motion, which passed with a vote of 7:0.

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

Mark Rohr, City Manager, provided a report regarding needed appointments to the various City boards, commissions and committees.

A discussion was held regarding the ex-officio member of the Visit Marshall Advisory Board. Councilmember Ware volunteered to sit on this board.

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

Cliff Carruth, Police Chief, provided a report regarding the Police Department's participation in the biannual National Prescription Drug Take Back event. He reminded the public of the prescription drop box located at the Police Department, available 24 hours a day.

259. CONSIDER APPROVAL OF BOOM-AXE PURCHASE FOR THE PUBLIC WORKS DEPARTMENT.

Eric Powell asked for approval to process payment of a 22' Boom-Axe cutter through the Texas Buy Board cooperative purchasing system, from Alamo Industrial, of Seguin, Texas.

Council members asked questions and discussed.

Councilmember Bonner made a motion to approve processing the payment of a Boom-Axe cutter through the Texas Buy Board cooperative purchasing system. Councilmember Calhoun seconded the motion, which passed with a vote of 7:0.

260. 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.

Glenna Williams asked for approval of financing in the amount of approximately $400,000 for the purchase of seven (7) new Police Department vehicles and authorization for the City Manager to execute the financing contract. She recommended a lease/purchase proposal with Vera Bank at an interest rate of 2.00% for five (5) years.

Mayor Brown recused herself from this item due to a conflict of interest.

Councilmember Bonner made a motion to approve financing for the purchase of seven (7) new Police Department vehicles and authorization for the City Manager to execute the financing contract with Vera Bank. Councilmember Morris seconded the motion, which passed with a vote of 6:0.

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

A. Street Sweeping Activity Report.

Councilmember Morris explained his reasoning for pulling this item.

Eric Powell stated reports are kept to track which streets are swept and when.

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

B. Municipal Court Activity Report.

Councilmember Calhoun explained her reasoning for pulling this item.

Council members engaged in discussion.

Councilmember Calhoun made a motion to approve Item B of the Consent Agenda. Mayor Brown seconded the motion, which passed with the following vote:

Ayes: 6, Mayor Brown, Council members Calhoun, Fenton, Abraham, Ware and Bonner
Nays: 1, Councilmember Morris

262. **ADJOURNMENT**

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

APPROVED:

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

ATTEST:

____
Deputy City Secretary

Ordinances: O-20-27
Resolutions: R-20-20
R-20-21
R-20-22
R-20-23
R-20-24

ITEM 5B

CONSENT AGENDA

MONTHLY FINANCIAL REPORT

CITY OF MARSHALL
REV/EXP/BUD - SHORT REPORT - NEW
PERIOD ENDING: OCT, 2020

GENERAL FUND	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	10/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED (10 month norm=83.33%)		REMAINING BUDGET
REVENUES:									
TAXES	1,416,469	9,949,636	9,419,414	12,467,306	12,467,306	10,389,422	79.8%	A	2,517,670
LICENSES & PERMITS	14,967	140,705	160,131	178,000	178,000	148,333	79.0%		37,295
INTERGOVERNMENTAL REVENUE	4,344	143,134	112,187	161,235	161,235	134,363	88.8%	B	18,101
FEES	429,695	4,196,921	4,030,459	5,200,894	5,200,894	4,334,078	80.7%	C	1,003,973
FINES & FORFEITURES	22,181	228,035	524,396	484,332	484,332	403,610	47.1%	D	256,297
MISCELLANEOUS REVENUE	400,832	1,821,628	1,978,540	2,585,831	2,573,331	2,144,443	70.8%	E	751,703
TOTAL GENERAL FUND REVENUE	**2,288,488**	**16,480,060**	**16,225,127**	**21,077,598**	**21,065,098**	**17,554,248**	78.23%		**4,585,038**
EXPENSES:									
GENERAL GOVERNMENT	45,318	445,921	373,639	555,300	555,300	462,750	80.3%		109,379
FINANCE	45,527	407,277	429,299	522,314	522,314	435,262	78.0%		115,037
POLICE	502,576	4,020,341	4,556,332	5,153,135	5,153,135	4,294,279	78.0%	E	1,132,794
FIRE	469,917	3,527,809	3,397,842	4,144,820	4,144,820	3,454,017	85.1%		617,011
PUBLIC WORKS	411,270	3,774,626	3,835,724	5,034,940	4,768,142	3,973,452	79.2%	F	993,516
COMMUNITY & ECONOMIC DEV	38,800	440,985	356,238	610,969	598,469	498,724	73.7%		157,484
SUPPORT SERVICES	93,370	746,001	1,281,661	887,855	905,449	754,541	82.4%	G	159,448
TOURISM & CULTURAL ARTS	100,725	815,427	331,127	1,206,297	1,206,297	1,005,248	67.6%	G	390,870
PARKS & RECREATION	38,095	320,050	609,043	439,866	530,892	442,410	60.3%		210,842
NON DEPARTMENTAL	196,821	1,860,789	1,702,268	2,226,990	2,045,370	1,704,475	91.0%		184,581
APPRAISAL DISTRICT		93,308	93,487	97,910	97,910	81,592	95.3%		4,602
INTERFUND TRANSFERS		318,543		866,316	537,000	447,500	59.3%	H	218,457
CAPITAL OUTLAY			55,758						
TOTAL GENERAL FUND EXPENSES	**1,942,420**	**16,771,076**	**17,022,419**	**21,746,712**	**21,065,098**	**17,554,248**	79.6%		**4,294,022**
TOTAL GENERAL FUND	**346,068**	**(291,016)**	**(797,292)**	**(669,114)**				**I**	**291,016**

A - YTD Tax Revenue is up $530k from prior year. Current YTD tax revenue includes sales taxes (up $73k from 2019), property taxes (up $485, and franchise taxes (down $28k).

B - Integovernmental Revenue increased $44k from 2019. $32k of this increase is for a COVID-19 grant the Fire Dept. received from Emergicon; $19k is for revenue recognized to date from a $269k CARES (Coronavirus Relief Fund) grant.

C - An increase in Fee Revenue (up $156 from 2019) can be attributed to $72k of additional ambulance revenue and $199k of higher refuse collection fees. This increase is offset by lower revenue from Tourism and Cultural Arts venues.

D - Fines & Forfeitures revenue is down $296k from last year. $208k of this reduction is due to the loss of Traffic Light Revenue; the balance, $88k, is from lower Municipal Court fines resulting from Covid-19.

E - Offsetting revenue & expenses (totaling $612k) were recorded in 2019 for the lease purchase of 12 police vehicles; this explains the reduction in Misc Revenue & Police Expenses from prior year. Also in Miscellaneous revenue is a $39k reduction in interest earnings, $431k increase in interfund transfers, and 73k sale of property.

F - Public Works expenses are $61k lower than last year. Phase 1 of the street repair program is complete and payment has been made. Phase 2 is under construction. $173K was paid to State of Texas for Johnson St. Sidewalk.

G - Expenses are lower in many of the departments as some employees were furloughed and venues closed. Most of the employees have returned to work, but not all venues are open. The reduction in revenue should be offset by the reduction in expenditures.

H - Interfund transfers are for payment of debt.

I - General Fund YTD Net Income totals $-291k versus $-797k in 2019. This increase is primarily a result of lower expenses in many departments and higher property tax revenue. Budget Amendments approved by the Commission are reflected in the Revised Budget column bottom line net loss of $669k. This balance is slated to be paid out of Reserves.

CITY OF MARSHALL
REV/EXP/BUD - SHORT REPORT - NEW
PERIOD ENDING: OCTOBER, 2020

WATER & SEWER ENTERPRISE FUND	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	10/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED (9 month norm=75%)		REMAINING BUDGET
REVENUES:									
PERMITS & FEES	704	14,113	9,033	11,400	11,400	9,500	123.8%		-2,713
WATER & SEWER CHARGES	813,673	7,609,961	8,255,079	10,301,854	10,301,854	8,584,878	73.9%		2,691,893
MISCELLANEOUS REVENUES	2,071	36,212	57,155	72,000	72,000	60,000	50.3%		35,788
TOTAL W&S REVENUE	**816,448**	**7,660,286**	**8,321,267**	**10,385,254**	**10,385,254**	**8,654,378**	73.8%	**A**	**2,724,968**
EXPENSES:									
ADMINISTRATION	39,832	297,465	241,657	371,424	398,310	331,925	74.7%		100,845
WATER PRODUCTION	150,493	1,016,534	1,201,424	1,729,835	1,735,906	1,446,588	58.6%		719,372
DISTRIBUTION/COLLECTION	149,976	1,273,741	1,106,028	2,485,866	2,483,027	2,069,189	51.3%	**B**	1,209,286
WASTEWATER TREATMENT	116,817	1,026,070	1,191,776	1,711,986	1,718,056	1,431,713	59.7%		691,986
WATER BILLING	49,269	397,824	382,696	512,884	512,884	427,403	77.6%		115,060
ENGINEERING	3,699	27,494	48,480	31,576	31,576	26,313	87.1%		4,082
NON DEPARTMENTAL	90,554	937,322	838,196	1,029,769	990,267	825,223	94.7%	**C**	52,945
INTERFUND TRANSFERS	396,250	3,064,029	3,872,573	2,515,228	2,515,228	2,096,023	121.8%	**D**	-548,801
TOTAL W&S EXPENSES	**996,890**	**8,040,479**	**8,882,831**	**10,388,568**	**10,385,254**	**8,654,378**	77.4%		**2,344,775**
TOTAL WATER & SEWER FUND	**(180,442)**	**(380,193)**	**(561,564)**	**(3,314)**	**0**	**0**		**E**	**380,193**

A - Water & Sewer revenue is down $661k from 2019, and is at 73.8% of budget. We anticipate revenue will increase as more customers pay on outstanding bills and business use resumes.

B - Expenses are down from the prior year due to the reduction of debt payments.

C - Nondepartmental expenses are higher than prior year and budget due to higher insurance premiums and drag-up payments (vacation & sick payout) for terminated employees.

D - Interfund transfers to general fund have increased from prior but this is the last transfer.

E - The net loss is $-380k. The fund should show net income as all debt payments are made and transfer to general fund is complete.

ITEM 5C

CONSENT AGENDA

STREET SWEEPING ACTIVITY REPORT

City of
MARSHALL
TEXAS

TO: Members of the City Council

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

DATE: December 1, 2020

SUBJECT: Street Sweeping Activity Report for November 2020

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

STREET SWEEPING ACTIVITY REPORT
NOVEMBER 2020

STREET NAME	NUMBER OF TIMES SWEPT
Acadia St.	1
Albemarle Rd.	1
N. Allen Blvd.	1
S. Allen Blvd.	1
Ambassador Blvd.	1
Ann Dr.	1
Arlington Rd.	1
Austin St. (Downtown)	8
Bel Air Dr.	1
Bell St.	1
Bergstrom Place	1
Bolivar St. (Downtown)	8
Bomar St.	1
Briarwood Dr.	1
Buena Vista Dr.	2
Burleson St. (Downtown)	8
E. Carolanne Blvd.	1
W. Carolanne Blvd.	1
Carter St.	1
Carters Ferry Rd.	1
Cherrywood Circle	1
Country Club Dr.	1
Courthouse Square	8
Elmwood St.	1
W. Emory St.	1
Fernbrook Terrace	1
Fisher Dr.	1
Fitzgerald St.	1
Garden Court	1
S. Garrett St.	2
S. Grove St.	1
Guimon Rd.	1
Henry St.	1
Hillcrest Terrace	1

Hughes St.	1
Idylwild Terrace	1
Jasper Dr.	1
Johnson St.	2
Lansdowne St.	2
Laurel Lane	1
Linwood Dr.	1
Lynoak St.	1
Madewood St.	1
Marshall St.	1
Mary Mack Dr.	1
Memorial Dr.	1
Molly Maye Dr.	1
Murray St.	1
Nathan St.	1
Nehls St.	1
Norwood St.	1
Oakwood Dr.	1
Park Dr.	1
Parker St.	1
Pecan St.	1
Pine Burr Terrace	1
Pinecove St.	1
Pinewood Dr.	1
Rosewood Circle	1
Rosborough Springs Rd.	2
Rusk St. (Downtown)	8
Sanford St.	1
South St.	1
E. Travis St.	3
W. Travis St.	1
University Ave.	1
Van Zandt Ave.	1
Warren Dr.	2
N. Washington Ave. (Downtown)	8
Waubun St.	1
Wellington St. (Downtown)	8
Wildwood Terrace	1
Wiley Ave.	1
Yates St.	1

TOTAL NUMBER STREETS/AREAS SWEPT IN NOVEMBER: 74

ITEM 5D

CONSENT AGENDA

MUNICIPAL COURT ACTIVITY REPORT

CITY OF MARSHALL

Monthly Report For Nov 2020

Cases Filed

STEP Site	Traffic	Penal	City Ordinance	Parking	Other	Total
0	147	33	7	3	5	195

Financial

State Costs	City Costs	Fines	Tech Fund	Bld Security	Total
$13,203.44	$5,831.07	$7,351.18	$1,657.80	$9,368.75	$37,412.24

Trials/Hearings

Jury	Bench	Appealed	Total
0	0	0	0

Warrants

Issued	Recalled	Served	Fees Collected	Amount Collected	Outstanding
198	28	47	$1,196.79	$10,085.80	$2,772,679

Dispositions

Paid	Time Served	Dismissed	Appealed	Total
136	31	31	0	210

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

- OCA monthly report data compiled from the **October 2020** report (submitted 11/12/2020) revealed the following data:

  Active cases: 1,004
  Inactive cases: 5,230

Community Service Applications

As of this report date (12.02.20) 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.

It should be noted that the Marshall Municipal Court has granted a temporary extension for completion of community service hours for Covid-19 concerns. Judicial staff approved this measure as state and national guidelines recommend limited personal contact with others and because of expressed concerns from parents of minors.

Update on Municipal Court recent plan to reduce inactive cases **November 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

Additional Municipal Court information:

12.02.20

I have attached a recent document from the Office of Court Administration regarding court activity. This is an annual review from OCA that summarizes the monthly reports that are submitted to OCA by the court.

Leland J. Benoit

Municipal Court Administrator

City of Marshall

Municipal Courts
Activity Detail
September 1, 2019 to August 31, 2020
100.0 Percent Reporting Rate
12 Reports Received Out of a Possible 12

Court: Marshall

CRIMINAL CASES	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 9/1/2019:							
Active Cases	1,552	6	0	231	61	59	1,909
Inactive Cases	4,634	18	0	233	87	91	5,063
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	2,899	22	0	240	88	133	3,382
Cases Reactivated	767	3	0	36	16	12	834
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	**5,218**	**31**	**0**	**507**	**165**	**204**	**6,125**
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	1,418	10	0	42	23	30	1,523
Dismissed by Prosecution	383	4	0	36	11	45	479
Total Dispositions Prior to Court Appearance or Trial	1,801	14	0	78	34	75	2,002
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	423	1	0	142	47	18	631
By the Court	6	0	0	0	0	0	6
By the Jury	0	0	0	0	0	0	0
Acquittals:							
By the Court	2	0	0	0	0	0	2
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	39	0	0	7	2	5	53
Total Dispositions at Court Appearance or Trial	470	1	0	149	49	23	692
Compliance Dismissals:							
After Driver Safety Course	126	---	---	---	---	---	126
After Deferred Disposition	166	0	0	19	8	0	193
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	1	---	1
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	57	---	---	---	---	---	57
All Other Transportation Code Dismissals	243	0	0	0	0	0	243
Total Compliance Dismissals	592	0	0	19	9	0	620
All Other Dispositions	0	0	0	0	0	0	0
Total Cases Disposed	**2,863**	**15**	**0**	**246**	**92**	**98**	**3,314**
Cases Placed on Inactive Status	1,354	3	0	59	30	28	1,474
Cases Pending 8/31/2020:							
Active Cases	1,001	13	0	202	43	78	1,337
Inactive Cases	5,221	18	0	256	101	107	5,703
Show Cause Hearings Held	198	0	0	51	28	3	280
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

Municipal Courts
Activity Detail
September 1, 2019 to August 31, 2020

Court: Marshall

CIVIL/ADMINISTRATIVE CASES

	Total
Cases Pending 9/1/2019:	
Active Cases	11
Inactive Cases	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	**11**
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	**0**
Cases Placed on Inactive Status	0
Cases Pending 8/31/2020:	
Active Cases	11
Inactive Cases	0
Cases Appealed:	
After Trial	0
Without Trial	0

JUVENILE/MINOR ACTIVITY

	Total
Transportation Code Cases Filed	47
Non-Driving Alcoholic Beverage Code Cases Filed	7
Driving Under the Influence of Alcohol Cases Filed	0
Drug Paraphernalia Cases Filed	1
Tobacco Cases Filed	0
Failure to Attend School Cases Filed	0
Education Code (Except Failure to Attend) Cases Filed	0
Violation of Local Daytime Curfew Ordinance Cases Filed	0
All Other Non-Traffic Fine-Only Cases Filed	2
Transfer to Juvenile Court:	
Mandatory Transfer	0
Discretionary Transfer	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges)	0
Juvenile Statement Magistrate Warning:	
Warnings Administered	0
Statements Certified	0
Detention Hearings Held	0
Orders for Non-Secure Custody Issued	0
Parent Contributing to Nonattendance Cases Filed	0

Municipal Courts
Activity Detail
September 1, 2019 to August 31, 2020

Court: Marshall

ADDITIONAL ACTIVITY

	Number Given	Number Requests for Counsel
Magistrate Warnings:		
Class C Misdemeanors	248	---
Class A and B Misdemeanors	0	0
Felonies	0	0

	Total
Arrest Warrants Issued:	
Class C Misdemeanors	1,490
Class A and B Misdemeanors	1
Felonies	0
Capiases Pro Fine Issued	216
Search Warrants Issued	2
Warrants for Fire, Health and Code Inspections Filed	0
Examining Trials Conducted	0
Emergency Mental Health Hearings Held	0
Magistrate's Orders for Emergency Protection Issued	0
Magistrate's Orders for Ignition Interlock Device Issued	0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond	0
Driver's License Denial, Revocation or Suspension Hearings Held	0
Disposition of Stolen Property Hearings Held	0
Peace Bond Hearings Held	0
Cases in Which Fine and Court Costs Satisfied by Community Service:	
Partial Satisfaction	0
Full Satisfaction	13
Cases in Which Fine and Court Costs Satisfied by Jail Credit	579
Cases in Which Fine and Court Costs Waived for Indigency	63
Amount of Fines and Court Costs Waived for Indigency	$ 15,431
Fines, Court Costs and Other Amounts Collected:	
Kept by City	$ 306,898
Remitted to State	$ 154,478
Total	$ 461,376

ITEM 5E

CONSENT AGENDA

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND HARRISON COUNTY, TEXAS FOR PUBLIC LIBRARY SERVICES FOR HARRISON COUNTY FOR 2020 - 2021

STATE OF TEXAS
COUNTY OF HARRISON

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

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

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

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

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

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

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

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

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

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

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

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

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

7. This agreement shall be for a period of one (1) year, beginning October 1, 2020 and ending September 30, 2021.

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

ATTEST:

BY: ______________________________
Glenna Williams, Acting City Secretary

CITY OF MARSHALL

BY: ______________________________
Mark Rohr, City Manager

ATTEST:

BY: ______________________________
Liz James, County Clerk

HARRISON COUNTY

BY: ______________________________
Chad Sims, County Judge

ITEM 5F

CONSENT AGENDA

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND HARRISON COUNTY, TEXAS FOR AMBULANCE/RESCUE SERVICE FOR CERTAIN AREAS IN HARRISON COUNTY FOR 2020 - 2021

STATE OF TEXAS
COUNTY OF HARRISON

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

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

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

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

1. The City and County recognize that most of the County is provided ambulance/rescue services by Emergency Service Districts or incorporated cities. The only portion of the County not served is around the Uncertain, Texas Community and Harrison County desires to contract with the City of Marshall to provide ambulance/rescue service to the Uncertain, Texas Community. The City agrees that if it is notified of any individual in the Uncertain, Texas Community ("Uncertain") that needs ambulance or rescue service, within the limits of Harrison County, that it will furnish such ambulance or rescue equipment and personnel as is available and as it deems necessary for a period of one (1) year beginning October 1, 2020 and ending September 30, 2021, upon the terms, conditions and provisions set forth in this section.

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

3. It is expressly agreed and understood by and between the parties hereto that the ambulance or rescue service agreed to be furnished by the City to Uncertain is subordinate and secondary to the best interest of the citizens of the City of Marshall, and that the determination whether or not personnel and/or equipment are available and the extent of utilization of any such personnel and/or equipment for use outside the corporate limits of the City of Marshall should the need arise, will be left to the discretion of the City and it is agreed that the ultimate decision of the City Manager of the City of Marshall or his duly designated representatives in connection with such matters will be conclusive.

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

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

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

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

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

schedule of charges for ambulance and rescue services within its corporate limits and within Harrison County.

9. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

10. This agreement shall be for a period of one (1) year, beginning October 1, 2020 and ending September 30, 2021.

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

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

ATTEST:	CITY OF MARSHALL
BY: ______________________	BY: ______________________
Glenna Williams, Acting City Secretary	Mark Rohr, City Manager
ATTEST:	HARRISON COUNTY
BY: ______________________	BY: ______________________
Liz James, County Clerk	Chad Sims, County Judge

ITEM 5G

CONSENT AGENDA

APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRISON COUNTY FOR INMATE SERVICES

STATE OF TEXAS §

COUNTY OF HARRISON §

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

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the 27 day of October, 2020, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation ("Marshall") and HARRISON COUNTY, a political subdivision of the State of Texas ("County"), each acting by and through its duly authorized agents;

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

WHEREAS, the County, acting by and through the Harrison County Sheriff, is authorized by §43.09 and 43.10 of the Texas Code of Criminal Procedure, to utilized eligible inmates of the Harrison County Jail to be engaged in public works and maintenance projects for a political subdivision located in whole or in part within the County. Such inmates who are capable of performing community service work, who are eligible for participation, and who are willing to participate in such programs, including but not limited to minor public works including construction and maintenance projects, may be eligible for a credit toward any period of incarceration or fine as may be approved by sentencing Court and the Sheriff; and

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

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

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

A. SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

B. PAYMENT OF COSTS

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

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

C. TERM AND TERMINATION

11. This Agreement is effective upon execution by all parties. The initial term of the Agreement shall expire on September 30, 2021. This Agreement shall automatically renew for up to one (1) additional one-year term, unless either party elects not to renew by providing the other party with written notice at least sixty (60) days prior to the end of the then current term.

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

D. NOTICES

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

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

E. MISCELLANEOUS PROVISIONS

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

15. Nothing in this agreement shall be construed to waive any immunities provided by law, either to governmental employees (official, governmental, judicial or quasi-judicial immunity), or to the governmental entities themselves (sovereign immunity).

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

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

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

19. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Harrison County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Harrison County, Texas.

20. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce every provision hereof. No term of this Agreement shall be deemed waived or breached by the failure to identify and expressly enforce any right or obligation imposed by this agreement. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.

21. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

CITY OF MARSHALL	**HARRISON COUNTY**
________________________	________________________
Mark Rohr, City Manager	Chad Sims, County Judge
Date: _______________	Date: _______________
ATTEST:	ATTEST:
________________________	________________________
Glenna Williams, Acting City Secretary	Liz James, County Clerk

ITEM 5H

CONSENT AGENDA

APPROVAL OF THE ANNUAL INTERLOCAL AGREEMENT WITH THE MARSHALL-HARRISON COUNTY HEALTH DISTRICT

MEMORANDUM

To: Members of the City Council

From: Mark Rohr, City Manager

Date: December 2, 2020

Subject: Consider Approval of the Annual Interlocal Agreement with the Marshall-Harrison County Health District

---

A copy of the proposed agreement with the Marshall-Harrison County Health District is attached. The 2021 agreement is the same as last year, with the City providing $68,940.00 in funding for the operating expenses of the Health District to provide health services for the citizens of Marshall. This expenditure has been provided for in the 2021 City of Marshall Budget.

INTERLOCAL AGREEMENT
REGARDING
MARSHALL-HARRISON COUNTY HEALTH DISTRICT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

CITY OF MARSHALL

This Agreement is made and entered into on this ______ day of ___________, 2020, by and between City Of Marshall, Texas (hereinafter referred to as the "CITY") and Marshall-Harrison County Health District (hereinafter referred to as the "DISTRICT"). The effective date of this Agreement shall be January 1, 2021 and shall terminate on December 31, 2021.

WHEREAS, the DISTRICT is a Public Health District established by the CITY and Harrison County (hereinafter sometimes collectively referred to as the "MEMBERS") pursuant to the Local Public Health Reorganization Act, Tex. Health & Safety Code Ann. § 121.001 et seq. (hereinafter referred to as the ACT); and,

WHEREAS, the MEMBERS, including the CITY, of the DISTRICT have previously entered into a Cooperative Agreement as required by the ACT; and,

WHEREAS, by the execution of this Agreement, the MEMBERS wish to accomplish certain modifications of the Cooperative Agreement and to address issues relating to functions being carried out for third parties by the DISTRICT as an independent contractor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, CITY and DISTRICT agree as follows:

1. The CITY shall continue to provide funding to the DISTRICT on an annual basis consistent with the budgeted funds available for such purposes. The MEMBERS other than the CITY shall provide such funds as they deem, in their sole discretion, to be necessary and appropriate for carrying out the public health responsibilities of the MEMBERS. The amount of funding to be paid by the City for the year 2021 is $68,940.00, which shall be paid in monthly installments of $5,745.00. The funds provided by the MEMBERS shall be used to pay the cost for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance to the extent that such costs are incurred in connection with the provision of public health functions authorized to be carried out by the MEMBERS.

2. Any person employed by the DISTRICT shall be considered an employee of the DISTRICT and shall not be an employee of the CITY. The DISTRICT shall pay all employee benefits and shall obtain workers' compensation insurance coverage, naming the CITY as co-insured.

3. The DISTRICT has the right to sue and be sued and may retain its own legal counsel. The DISTRICT may contract with attorneys who are retained or employed by the CITY to the extent that such employment does not create a conflict of interest that would require

counsel to be disqualified from representing the CITY.

4. The DISTRICT shall have the right, as an independent contractor, to contract with third parties (such as CHRISTUS Good Shepherd Medical Center-Marshall) for the provision of health services outside the scope of the services provided by the DISTRICT on behalf of the MEMBERS, including the CITY. To the extent that the DISTRICT engages in such activities, the DISTRICT shall obtain a contractual agreement with such third parties limiting the DISTRICT's tort and contractual liability to the consideration paid by the third party otherwise indemnifying the DISTRICT and the MEMBERS, including the CITY, from any and all claims which may arise out of the services provided to such third parties.

5. As per the Local Public Health Reorganization Act, Tex. Health & Safety Code Ann. §121.006, the DISTRICT shall have the right to adopt ordinances or rules to charge fees for public health services. As such, the control of such fees will be at the discretion of the DISTRICT and in accordance with State guidelines.

6. The DISTRICT shall maintain the following insurance coverages for the duration of this Agreement:
   a. Workers' Compensation and Employers Liability Insurance, as required by law;
   b. Commercial General Liability:
      1. Bodily Injury and Property Damage — $1,000,000 each occurrence
      2. Combined — $1,000,000 aggregate
   c. Public Officials and Employee Liability Insurance — $500,000 limit of liability.

7. The CITY is to be included as additional insured on all liability policies. The DISTRICT shall provide the MEMBERS, including the CITY, with a Certificate of Insurance evidence compliance with the requirements of Paragraph 6. The DISTRICT shall secure insurance with an insurance company that is rated A-5 or better under Best's Insurance Rating System.

8. When insurance is provided, Certificates of Insurance are to be issued to the MEMBERS, including the CITY and shall include the following information:
   a. Name of insurance company providing coverages and policy numbers;
   b. Type and limits of coverage;
   c. Policy period (includes effective and expiration dates);
   d. Statement in Remarks Section of Certificate, if not otherwise provided for on Certificate, that general liability assumed by the insured in contracts with the other party;
   e. A statement guaranteeing thirty (30) days notice, if policies are canceled or significantly changed before the expiration date;
   f. Name, address and telephone number of the insurance agent, broker or company and signature of authorized representative; and,
   g. Description of operations, locations, vehicles, restrictions, special items and remarks.

9 . When insurance is provided by the DISTRICT, as described above, the policies shall contain a waiver of subrogation by the insurer in favor of the CITY.

10. The DISTRICT may own and acquire real and/or personal property to the extent permitted by the ACT; however, the MEMBERS, including the CITY, shall have the right and privilege to perform and conduct audits of the funds received and disbursed by the DISTRICT.

EXECUTED this ______ day of ________________, 2020, at Marshall, Harrison County, Texas.

CITY OF MARSHALL, TEXAS

By: ___________________________________
Mark Rohr, City Manager

Attest: _________________________________
Glenna Williams, Acting City Secretary

MARSHALL-HARRISON COUNTY HEALTH DISTRICT

By: ____________________________________
Jennifer Hancock, RN, Executive Director

THE STATE OF TEXAS

CITY OF MARSHALL

BEFORE ME, the undersigned authority, on this day personally appeared **Mark Rohr,** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on behalf of **CITY OF MARSHALL, TEXAS**, a political subdivision of the State of Texas, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ______________________, 2018.

____
Notary Public in and for the State of Texas

THE STATE OF TEXAS

CITY OF MARSHALL

BEFORE ME, the undersigned authority, on this day personally appeared **Jennifer Hancock, RN, Executive Director**, is known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of **MARSHALL-HARRISON COUNTY HEALTH DISTRICT,** a public health district, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ______ day of ______________________, 2018.

____
Notary Public in and for the State of Texas

ITEM 6A

ORDINANCE

CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE 2020 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR PROJECTS APPROVED BY THE CITY COUNCIL

M E M O R A N D U M

To: Mark Rohr, City Manager

From: Glenna Williams, Acting Finance Director/City Secretary

Date: December 4, 2020

Subject: Approval of an Ordinance amending the 2020 Annual Budget to appropriate funds for projects approved by the City Council

---

The following ordinance is required to amend the 2020 Annual Budget to provide for additional expenditures approved by the Council during the year that were not provided for in the 2020 adopted Budget. Approval of this Ordinance will allow us to amend the 2020 Budget.

ORDINANCE NO.____________________

AN ORDINANCE AMENDING ORDINANCE NO. O-19-19 TO AMEND THE 2020 ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS

WHEREAS, on September 26, 2020 the City of Marshall, Texas passed Ordinance No. O-19-19 adopting the 2020 annual budget; and

WHEREAS, the City of Marshall, Texas desires to amend the 2020 annual budget to provide for additional expenditures to meet unusual and unforeseen conditions, which could not, by reasonable diligent thought and attention, have been included in the original budget;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL THAT:

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of the General Fund to be amended as follows:

General Fund Amendments

	Increase in 2020 Revenue Budget
Miscellaneous	$1,891,000

	Increase in 2020 Expense Budget
General Government	$ 10,000
Police	$ 75,000
Fire	$ 110,000
Nondepartmental	$ 170,000

	Decrease in 2020 Expense Budget
Finance	$ 35,000
Public Works	$ 185,000
Appraisal District	$ 4,600
Parks & Recreation	$ 55,000
Community & Economic Development	$ 95,000
Support Services	$ 10,000
Tourism & Cultural Arts	$ 240,000
Net Decrease	$ 259,600

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of the Hotel Occupancy Tax Fund (Fund 03) to be amended as follows:

Hotel Occupancy Tax Fund Amendments

	Decrease in 2020 Revenue Budget
Decrease in Revenue	$ 60,000

	Decrease in 2020 Expense Budget
Decrease in Expense	$ 60,000

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of Litter Control Fund (Fund 13) to be amended as follows:

Litter Control Fund Amendments

	Decrease in 2020 Revenue Budget
Decrease in Revenue	$ 48,700

	Decrease in 2020 Expense Budget
Decrease in Expense	$ 48,700

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of Emergency Medical Services Fund (Fund 82) to be amended as follows:

Emergency Medical Services Fund Amendments

	Decrease in 2020 Expense Budget
Decrease in Expense	$ 36,000

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of the Water & Sewer Fund (Fund 40) to be amended as follows:

Water & Sewer Fund Amendments

	Increase in 2020 Revenue Budget
Lease Proceeds	$ 113,670

	Decrease in 2020 Revenue Budget
Water & Sewer Revenue	$1,200,000
Interest	$ 20,000
Net Decrease	$1,106,330

	Increase in 2020 Expense Budget
Engineering	$ 5,000
Nondepartmental	$ 20,000
Interfund Transfer	$ 561,000

	Decrease in 2020 Expense Budget
Administration	$ 20,000
Water Production	$ 350,000
Water Distribution/Collection	$ 750,000
Wastewater Treatment	$ 350,000
Net Decrease	$ 884,000

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of Capital Improvement Fund (Fund 68) to be amended as follows:

Capital Improvement Fund Amendments

	Increase in 2020 Revenue Budget
Transfer from General Fund	$ 10,773
Donations from Harrison County	$ 250,000
Net Increase	$ 260,773

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of Street Maintenance Fund – General (Fund 80) to be amended as follows:

Street Maintenance Fund Amendments

	Increase in 2020 Revenue Budget
Increase in Revenue	$ 25,000

	Increase in 2020 Expense Budget
Increase in Expense	$ 40,000

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of Municipal Drainage Fund (Fund 84) to be amended as follows:

Municipal Drainage Fund Amendments

	Decrease in 2020 Revenue Budget
Decrease in Revenue	$ 30,000

	Decrease in 2020 Expense Budget
Decrease in Expense	$ 80,000

PASSED, APPROVED, AND ADOPTED this _________day of_____________, 2020.

AYES:______
NOES:______
ABSTAINED:______

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

ATTEST:

____
ACTING CITY SECRETARY

ITEM 6B

ORDINANCE

CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE 2020 ANNUAL BUDGET TO PROVIDE FOR YEAR-END ADJUSTMENTS IN SELECTED DEPARTMENTS

M E M O R A N D U M

To: Mark Rohr, City Manager

From: Glenna Williams, Acting Finance Director/City Secretary

Date: December 4, 2020

Subject: Approval of an ordinance amending the 2020 Annual Budget to provide for year-end adjustments in selected departments

---

The following ordinance is required to amend the 2020 Annual Budget to provide for year-end adjustments in selected departments. Approval of this Ordinance will allow us to amend the 2020 Budget.

ORDINANCE NO.____________________

AN ORDINANCE AMENDING ORDINANCE NO. O-19-19 TO AMEND THE 2020 ANNUAL BUDGET OF THE CITY OF MARSHALL, TEXAS

WHEREAS, on September 26, 2019 the City of Marshall, Texas passed Ordinance No. O-19-19 adopting the 2020 annual budget; and

WHEREAS, the City of Marshall, Texas desires to amend the 2020 annual budget to provide for additional expenditures to meet unusual and unforeseen conditions, which could not, by reasonable diligent thought and attention, have been included in the original budget;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARSHALL THAT:

The appropriations for the fiscal year beginning January 1, 2020 and ending December 31, 2020 for the support of the General Fund be amended to appropriate funds from General Fund Reserves to provide additional funds needed for the following:

Interfund Transfer/Capital Projects	$ 10,773
Interfund Transfer/Memorial City Hall	$ 31,000

PASSED, APPROVED, AND ADOPTED this _________day of_____________, 2020.

AYES:______
NOES:______
ABSTAINED:______

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

ATTEST:

____
ACTING CITY SECRETARY

ITEM 7A

SECOND READING OF ORDINANCE

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

City of MARSHALL TEXAS

TO: Members of the City Council

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

DATE: December 1, 2020 EP

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
(Second Reading)

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.

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

ITEM 8A

CONSIDER APPROVAL OF SMALL BUSINESS GRANT FUND APPLICATIONS

Memorandum

Date: December 2, 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 18 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 six Small Business Grant Fund applications that were received in completion between November 4, 2020 and December 2, 2020.

See attached documents.

Staff Recommendations

Square Nutrition - $2,500

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

During the challenges of the pandemic, Square Nutrition has turned to technology and social media to help increase sales. As a newer business, this pandemic has hit them hard. The shop opened on October 28, 2019 was never expected having to tell customers less than 6 months later that they would not be able to walk through their doors. Funds were collected through online platforms like Venmo and orders were placed via messaging, text, emails and social media. Business owner brother and sister pair have learned a lot through this pandemic, and are grateful to the Marshall community for embracing them and supporting them. Receipts were submitted totaling $8,499 for rent, PPE, and software equipment to modify business.

Holly Nails - $2,500

Staff is recommending the max reimbursement of $2,500 to Holly Nails under the eligibility category of supplies and equipment.

The salon modified their in store layout and service to reflect all state and local mandates for safety during the pandemic. Plexiglas barriers were installed, face masks are readily available to all customers, the waiting area needed to new furniture to abide by social distancing measures, products were placed in a show case instead of being hands on to avoid too many people touching and handling- only staff may handle and observe good sanitization measures through the whole salon. Receipts totaling $5,228.92 were submitted.

Bar BQ Express - $2,500

Staff is recommending the max reimbursement of $2,500 to Bar BQ Express under the eligibility categories of equipment and financial support.

Bar BQ Express adapted their business model to follow the guidelines for safety set, but also to predict future needs and long term sustainability of their business. In addition to in store PPE including Plexiglas, a hand sanitizing machine, and moving to curbside, a food truck was also purchased to better fit the changing business model, as well as help with revenue loss. An additional employee was hired during the Pandemic as well, providing a job opportunity when for so many it ws the opposite. Receipts were submitted totaling $37, 406.00

Cuttin' Up with Rozae Beauty Salon - $2,500

Staff is recommending reimbursement of $2,500 to Cuttin' Up Beauty Salon under the eligibility categories of supplies and financial support.

During the COVID-19 pandemic, the salon was able to stay open at the help of personal money through family and friends. The salon is still not caught up, only on rent and bills for the shop, but did everything that they could to avoid closing their doors. When businesses were able to reopen, PPE was purchased to follow all CDC guidelines to make sure that staff and clients were protected from the virus. Salon owner Rhonda included in her application that they are learning to adapt to ever changing conditions and a new way of working. It has been tough, but she knows that she can get through it. Receipts were submitted totaling $$9,774.48 in rent and PPE.

Sound City Music- $2,500

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

Business owner Rodney Smith shared that his business has been deeply impacted by the pandemic. They are using this time to refresh their business with new signs and improvements as they were closed to the public, but are still paying rent.. A new business was added on to help out with expenses due to revenue loss due to the pandemic. Receipts were submitted totaling $6,500 of improvements and rent.

Texas Finest Barber Shop & Salon - $2,500

Staff is recommending the max reimbursement of $2,500 to Texas Finest Barber Shop & Salon under the eligibility category of supplies and financial support.

Texas Finest Barber Shop adapted their business to limit the number of people in store at one time. They are working off of appointments only, which has lessened their daily foot traffic of walk-ins. They purchased hand sanitizer for guests to use upon arrival, as well as have masks available. Someone has been hired to deep clean and sanitize every week. Clients have their temperature taken upon arrival, and the barber cleans and sanitizes their station between each guest. Receipts totaling $9,453 were submitted.

ITEM 8B

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

CITY BOARDS, COMMISSIONS, & COMMITTEES

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The Community Development Advisory Committee assists with establishing long-range goals and objectives for the Community Development Block Grant program and makes recommendations on the annual plan and budget for this annual federal grant. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this committee are Loretta Martin, 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.

It is recommended that Deon Behrman and Christy Godwin be reappointed.

There is one additional vacancy on the board which needs to be filled. Dr. Tracy Andrus and Earnest Spencer have expressed interest in serving on this board. It is recommended that Earnest Spencer be appointed as a new member on this board.

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 903-935-4405 or at Sutton.daniel@marshalltexas.net.

The terms of Sam Fogle and Dale Person are expiring. Both are eligible for reappointment.

It is recommended that Sam Fogle and Dale Person be reappointed.

There is 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. Nita Gardner-Wylie resigned from the position on the board.

It is recommended that Ashli Dansby be reappointed.

There are four additional vacancies on the board which need to be filled. Zonita Bailey, Stacy Burns and Cheryel Carpenter have expressed interest in serving on this board. It is recommended that all three be appointed as new members on this board.

HISTORIC LANDMARK PRESERVATION BOARD

The Historic Landmark Preservation Board is responsible for the historic landmark preservation plan and makes recommendations on establishing historic landmark preservation districts in the city limits. Members of this board must have knowledge and experience in history, art, architecture, or real estate planning and development; and have demonstrated interest, competence, or knowledge in historic preservation. The term of service on this board is two years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms that a member can serve. The current members of this 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.

It is recommended that Faye Whitaker, Annye Fisher, and Travis Keeney be reappointed.

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.

It is recommended that George Carter, Ayesha George, Wes Smith, and Ryan Irwin be reappointed. Councilmember Amy Ware will fill the 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.

It is recommended that James Runnels, Mike Haynes, and LaDarius Carter be reappointed.

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, 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, and Christina Deel are expiring. Christina Deel is eligible for reappointment. Ken Poindexter and Eva Oliver are not eligible for reappointment. Jennifer Hoskins resigned from the position on the board.

It is recommended that Christina Deel be reappointed.

There are three additional vacancies on the board which need to be filled. Darlene Dotson has expressed interest in serving on this board. It is recommended that Darlene Dotson be appointed as a new member on this board.

MARSHALL DOWNTOWN DEVELOPMENT CORPORATION

The Marshall Downtown Development Corporation promotes and assists in the development, growth, and economic wellbeing of the downtown area of Marshall. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are 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.

It is recommended that Will Adams, Colin Brady, and Kat Evans be reappointed.

There is one additional vacancy on the board which needs to be filled. Dr. Sonya Burnett-Andrus and Cheryel Carpenter have expressed interest in serving on this board. It is recommended that Dr. Sonya Burnett-Andrus be appointed as a new member on this board.

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.

It is recommended that Karen Bickerdike, Joseph Filippazo, Lucy Goladay, Suzanne Carter, Deborah Parker, Sam Moseley, Melinda Gaulden, and Deb Sorich be reappointed.

There is one additional vacancy on this board which needs to be filled. Cheryel Carpenter has expressed interest in serving on this board. It is recommended that Cheryel Carpenter be appointed as a new member on this board.

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 8C

CONSIDER APPROVAL OF TWO APPOINTMENTS TO THE MARSHALL ECONOMIC DEVELOPMENT CORPORATIN BOARD OF DIRECTORS

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: December 1, 2020

Subject: Consider Approval of Two Appointments to the Marshall Economic Development Corporation Board of Directors.

This item has been placed on the agenda at the request of the Marshall Economic Development Corporation (Marshall EDC). The Board of Directors unanimously nominated Colin Brady and Keith Hill to serve on the Marshall EDC Board of Directors on November 20, 2020 for terms beginning on January 27, 2021. Marshall EDC submits these nominees for City Commission approval of appointment to commence their term.

MARSHALL
ECONOMIC DEVELOPMENT CORPORATION
MARSHALLEDC.ORG ★ 2660 E END BLVD S, MARSHALL, TEXAS ★ (903) 934-8035

December 1, 2020

The Honorable City Commission
City of Marshall
P.O. Box 698
Marshall, Texas 75670

Honorable Commissioners,

Marshall Economic Development Corporation (Marshall EDC) presents two nominees for your consideration to serve as board members of the Marshall EDC Board of Directors. The nominations have been selected to fill the expiring second terms of Hal Cornish and Ed Hoffman. Mr. Cornish and Mr. Hoffman have both served two consecutive terms on the Marshall EDC Board and are not eligible for reappointment. One term is defined as three years by the Marshall EDC Bylaws.

Marshall EDC publicly announced the opening of director positions in September 2020 in the Marshall News Messenger. Steps were provided to the public on how to apply, the qualifications desired, time expectations, the interview process, as well as the procedures for nomination and approval. As a result, our organization received applications from several qualified candidates. These candidates sat for interviews with Marshall EDC staff and board representatives. The Marshall EDC Board of Directors convened publicly to discuss the candidates at the Marshall EDC Regular Meeting held November 20, 2020. Two nominees were unanimously approved by the Board.

The first nominee is Keith Hill. Mr. Hill has agreed to serve, pending your approval, in the capacity of a board member of the Marshall EDC Board of Directors. He applied for consideration, attended interviews, and has been fully vetted for consideration of the position. Mr. Hill has lived in Marshall and Harrison County for over 30 years after attending Louisiana State University where he received a Bachelor of Science in Liberal Arts with a concentration in Business Administration. He is currently the Marketing & Project Management Specialist for McKool Smith, with management responsibilities in marketing, communications, and business intelligence. Previously, Mr. Hill was active in the development and startup of Home & Garden Party and its successor Celebrating Home in the warehouse and distribution industry, serving as Executive Vice-President and managing budgets of $48 million. He also owned, operated, and managed Design Media Communications, Ltd specializing in digital, print, and social media marketing and communications. Additionally, he has previous work experience in the pharmaceutical industry. He currently serves as Trustee at East Texas Baptist University and as Vice President of the Marshall Education Foundation. Mr. Hill also serves on the City of Marshall Community Development Advisory Committee. Marshall EDC is fortunate for the opportunity to access Mr. Hill's relevant and current work experience in marketing and communications as we proceed with future strategic planning and workforce development initiatives. His skills will be very important in the development of a renewed marketing plan for business retention, expansion, and recruitment. His affiliations with community partners such as the City of Marshall, ETBU, and Marshall ISD are important factors as Marshall EDC wishes to engage, collaborate, and develop new relationships with community organizations in the pursuit of economic growth. Marshall EDC sees a significant strength in Mr. Hill's desire for community service and development and considers him a genuine community asset.

The second nominee is Colin Brady. Mr. Brady has agreed to serve, pending your approval, in the capacity of a board member of the Marshall EDC Board of Directors. He applied for consideration, attended interviews, and has been fully vetted for consideration of the position. Mr. Brady is a resident of Marshall. He graduated from Marshall High School in 2001 and thereafter attended Tyler Junior College where he received an Associate Degree in Applied Science, Business Management. He has been actively engaged for the past 5 years in the area real estate market as a Realtor and Business Development Coordinator for Century 21 – A Select Group. Mr. Brady has previous work in human resources within the healthcare industry at Good Shepherd Health System as well as sales management in the communications industry for AT&T. He has also been engaged on a volunteer basis with the City of Marshall Planning and Zoning Commission for over 4 years, currently serving as Chairman. Additionally, he is a Vice-Chairman of the Marshall Downtown Development Corporation. The Marshall EDC Board of Directors believes Mr. Brady's knowledge of real estate and City processes will be of great benefit for future planning along the I-369 corridor and assisting with business permitting requirements. Marshall EDC will also look to Mr. Brady's experience for engagement with public and private sector commercial and industrial properties to enhance the visibility of qualified properties to national, state, and local markets. Mr. Brady's human resource skills will also be very useful in the development of workforce development initiatives to serve future jobs in our local businesses. His energy, experience, and current engagement with the City of Marshall and long-term community planning, are very valuable assets to Marshall EDC and our future strategic planning to maximize economic growth.

In accordance with the Marshall EDC Bylaws, Marshall EDC submits these nominees to the City Commission for consideration of approval at the City of Marshall Regular City Commission Meeting to be held on December 10, 2020. Terms for approved nominees begin in January 2021.

I am available for questions and comments at your convenience. Please do not hesitate to contact me.

Sincerely,

Rush Harris, CEcD
Executive Director

Marshall Economic Development Corporation
2660 E End Blvd S
Marshall, TX 75672

Office: (903) 934-8035
Cell: (903) 930-2516
Fax: (903) 934-8008
Web: www.marshalledc.org
Email: rushharris@marshalledc.org

ITEM 8D

DISCUSS, CONSIDER, DELIBERATE AND ACT UPON A REQUEST FROM THE HOUSING AUTHORITY OF THE CITY OF MARSHALL TO WAIVE PAYMENTS OF AMOUNTS DUE TO THE CITY OF MARSHALL AS PAYMENT IN LIEU OF TAXES (PILOT) FOR YEARS 2017, 2018, 2019, AND 2020

Housing Authority of the City of Marshall

P.O. BOX 609 • MARSHALL TEXAS 75671

September 24, 2020

Mayor Terri Brown, City of Marshall
Mark Rohr, City Manager, City of Marshall
R. Michael Hallum, Chairman, Housing Authority of the City of Marshall

SUBJECT: HUD Notice PIH 2016-10, Rev-1, Public Housing Operating Subsidy Eligibility Calculations for Calendar Year 2016 – Section 6. Other Operating Subsidy Calculation Information, Paragraph D. Payment in Lieu of Taxes (PILOT)

Dear Mayor Brown, Mr. Rohr, and Mr. Hallum:

I have recently received a "draft" of the proposed audit for the Housing Authority of the City of Marshall, Program Year 2019. In that audit, it makes note of a liability payment of $28,934.00 to "Other Government." This liability is in reference to HUD's implementation of a Payment in Lieu of Taxes (PILOT) regulation published in 2016.

Under the United States Housing Act of 1937 and the State of Texas Local Government Code, Title 12, Subtitle C., Chapter 392. Housing Authorities Established by Municipalities and Counties, the Housing Authority of the City of Marshall was founded April 14, 1939. Within those documents, the Housing Authority along with the City and County were authorized to receive federal funds for the purpose of providing safe and sanitary housing for low-income individuals and families. Under the State Code, the Housing Authority is a part of local government, being the City of Marshall. It seems to have been assumed that some sort of local cooperative agreement was made, should have been made, or chose not to make such agreement.

I have researched the original founding documents and could find no record that would support such an agreement. That document would have had to include a statement to reimburse the City for any costs incurred by the City in the operations of the Public Housing facilities by the Housing Authority.

The Department of Housing and Urban Development implemented a new formula to determine an Operation Fund Account for each housing authority on June 9, 2016 to establish a funding amount for each housing authority with an amount set aside to supposedly be used to reimburse a city or county for certain operating expenses on behalf of the Housing Authority. That formula was based on 2014 and 2015 normal operating expenses and intended for payment in lieu of taxes, cost of audit, asset repositioning fee, and project expense level per month. It is applied through an automated Excel calculation tool and became effective with the project year-end date December 31, 2016. If the regulation had been made known to Marshall, there was a short period wherein the set-aside fund could have been corrected. Unfortunately, the regulation was either overlooked or misunderstood by the Housing Authority's administration at that time.

Apparently, that change in the regulatory procedure and subsequent allocations of the Operating Fund budgets were not recognized by either the former Executive Director, nor accountant or auditor. Those funds were apparently used within normal monthly expenses without consideration of reimbursement to the City or, in this case, returned to HUD as an unapplied allocation.

The change that could have been made would have resulted in a Zero dollar amount to be reimbursed to the City because there was (1) no cooperative agreement known to exist between the Housing Authority and the City, and (2) there was no billing or other statement that would have been made and thereby informing the Housing Authority of such a bill due. Also, since there was no specific budget allocation that the Housing Authority had made to set aside such funds, there was no move to hold the PILOT allocation in reserve had it been known and thus alleviate the potential liability. This issue was not brought to the attention of the Board of Commissioners until receipt of the draft audit for program year 2019 ten days ago.

The recourse for this oversight is twofold: first, to get an acknowledgment from the City that no cooperative agreement for expenses exist or that the City has not incurred any expenses on behalf of the housing authority resulting in zero reimbursement; and second, to submit an appeal to HUD to amend the formula for Operating Fund expenses to delete the PILOT expenses for the Housing Authority.

It should be noted here that there are exceptions to the HUD regulation for PILOT. The HUD regulation states "24 CFR 990.190(c) provides that "each PHA will receive an amount for PILOT in accordance with section 6(d) of the 1937 Act, *based on its cooperation agreement* or its latest actual PILOT payment." Section 6(d) of the 1937 Act specifies that PILOT shall be equal to "10 per centum of the sum of the shelter rents charged in such project, *or such lesser amount* as is (i) prescribed by State law, or (ii) is agreed to by the local governing body in its agreement for local cooperation with the public housing agency required under section 5(e)(2) of this Act, or (iii) *is due to failure of a local public body or bodies other than the public housing agency to perform any obligation under such agreement." .... "If one of the lesser amounts identified in (i), (ii), or (iii) above apply, the PHA must overwrite the pre-populated amount with the lesser amount."*

The State Code supports the position of eliminating the PILOT expense as set aside through its Section 392.004. OPERATION NOT FOR PROFIT. "It is the policy of the state that a housing authority manage and operate its housing projects in an efficient manner to enable it to set rentals at the lowest possible rates consistent with providing decent, safe, and sanitary housing and that *a housing authority may not construct or operate a project for profit or as a source of revenue to a municipality or county....."* And in Section 392.005. TAX EXEMPTION (a) the property of an authority is public property used for essential public and governmental purposes. The authority and the authority's property are exempt from all taxes and special assessments of a municipality, a county, another political subdivision, or the state. (b) If a municipality, county, or political subdivision furnishes improvements, services, or facilities for a housing project, an authority may, in lieu of paying taxes or special assessments, *agree to reimburse in payments to the municipality, county, or political subdivision an amount not greater than the estimated cost to the municipality, county, or political subdivision for the improvements, services, or facilities."*

There being no known agreement nor any specific services provided by the City for which there is a reimbursement due, the status of the Housing Authority as a Not For Profit entity and exempt from property taxes, the Payment in Lieu of Taxes (PILOT) should be zero dollars and should be (1) removed from previous liabilities and (2) requested of HUD to remove PILOT or adjust PILOT to zero dollars from the Public Housing Operating Fund Expenses Allocations.

If this action is not taken, the audit would have no other choice than to include this as unpaid expense leaving HUD to decide on future action towards collection of this debt or to forgive the debt. At this time, the Public Housing account balance is not in a good final position to enable it to repay this amount.

If the HUD repositioning of public housing is accomplished, making it a Section 8 Housing Choice Voucher program, the PILOT fund and the Public Housing contracts will be eliminated and future payments to the Housing Authority would be made under the Section 8 Program. We are hoping to have a final decision on that program change by the end of this year or early in 2021.

The Housing Authority of the City of Marshall is requesting the City of Marshall to waive the Payment in Lieu of Taxes obligation for the program years 2017, 2018, 2019, and 2020. Your cooperation in this matter will be greatly appreciated.

Sincerely,

Tom McClurg Jr.

Tom McClurg, Interim Executive Director
Housing Authority of the City of Marshall

Approved:

R. Michael Hallum

R. Michael Hallum, Board Chairman
Housing Authority of the City of Marshall

ITEM 8E

STATUS UPDATE ON MUNICIPAL COURT OPERATIONS

MEMORANDUM

To: Mark Rohr, City Manager

From: Glenna Williams, Acting Finance Director

Date: December 2, 2020

Subject: Status update on Municipal Court operations

The Court Administrator and Municipal Judge will provide an update on Municipal Court operations.

ITEM 8F

CONSIDER APPROVAL OF THE INTERLOCAL AGREEMENT WITH THE EAST TEXAS COUNCIL OF GOVERNMENTS FOR TRANSPORTATION SERVICES (GOBUS)

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: December 2, 2020

Subject: Consider Approval of an Interlocal Agreement for Transportation Services (Go Bus) with the East Texas Council of Governments

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A copy of the proposed agreement with the East Texas Council of Governments is attached. The initial term of this agreement shall begin January 1, 2021 and end December 31, 2024. This agreement shall be automatically renewed on a year-to-year basis for up to a total of five (5) years, unless terminated by either party as otherwise specified in the contract. This negotiated contract is for $35,000 and to provide bus services to the residents of Marshall. Reporting requirements have also been included in this negotiated contract.

It is recommended by the staff that the City Manager and/or Acting City Attorney be authorized to execute the Interlocal Agreement with ETCOG.

STATE OF TEXAS §
§
§
§
COUNTY OF HARRISON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MARSHALL AND EAST TEXAS COUNCIL OF GOVERNMENTS FOR PUBLIC TRANSPORTATION SERVICES

RECITALS:

WHEREAS, the City of Marshall has been the beneficiary of a demand-response transit system operated by the East Texas Council of Governments; and

WHEREAS, the East Texas Council of Governments has conducted a study of operating a flex-route transit system in Marshall that would operate on regular routes and vary from those routes when needed to pick up and drop off passengers with mobility needs and has found that such a system is needed in Marshall and will be practical to operate; and

WHEREAS, authorizing the administration of public transportation programs on behalf of the City of Marshall by the East Texas Council of Governments would increase the efficiency and effectiveness of such public transportation programs in the City of Marshall, avoid needless repetition and duplication of costs on behalf of both the City of Marshall and ETCOG, and preserve the quality of public transportation programs within the City of Marshall at a lower cost; and,

WHEREAS, the City of Marshall is a home-rule city and political subdivision member of ETCOG pursuant to Chapter 791 of the Texas Government Code, entitled "Interlocal Cooperation Contract;" and,

WHEREAS, the East Texas Council of Governments is a governmental entity and body politic created pursuant to the provisions of Chapter 391 of the Local Government Code and as such constitutes a corporate and political entity organized under state law and a political subdivision pursuant to the definition set out in Chapter 791 of the Texas Government Code, entitled "Interlocal Cooperation Contract"; and, WHEREAS, the City of Marshall and ETCOG are therefore authorized pursuant to Chapter 791 of the Texas Government Code to enter into an interlocal contract, the purpose of which is to increase the efficiency and effectiveness of both local governmental entities in accordance with the terms and provisions of Chapter 791 of the Texas Government Code and the Constitution and general laws of the State of Texas and the charter and ordinances of the City of Marshall; and

WHEREAS, Section 791.011 of the Texas Government Code specifically authorizes said interlocal contract between ETCOG and the City of Marshall, more specifically authorizing an interlocal contract for the purpose of providing a governmental function or service that each party to the contract is authorized to perform individually; and,

WHEREAS, the City Commission of the City of Marshall and the governing body of ETCOG desire to enter into an interlocal contract to authorize ETCOG to administer public transportation services and public transportation grant programs within the City of Marshall;

NOW, THEREFORE, The City of Marshall, Texas, hereinafter referred to as "City," and East Texas Council of Governments, hereinafter referred to as "ETCOG," in consideration of the mutual benefits to be derived by each, do hereby stipulate and agree each with the other as follows:

I. DELEGATION AND ACCEPTANCE OF PROGRAM RESPONSIBILITY

City hereby delegates to ETCOG and ETCOG hereby accepts and shall assume responsibility for the administration of the City of Marshall Public Transportation Program (the "Program") as the same is described herein. As part of the assumption of responsibility for said Program, ETCOG covenants and agrees that it shall itself or through contract with a transportation provider operate transportation services under said Program.

II. ETCOG REPRESENTATIONS

1. ETCOG represents that is has the statutory authority to operate the Program as described herein.
2. ETCOG represents that it has the authority to enter into agreement and has authorized same in accordance with applicable state law.
3. ETCOG represents that it has by subcontract, direct operation, or otherwise, the personnel, processes, procedures, and all other infrastructure currently in place necessary to operate the Program in full conformance with all applicable laws, regulations, guidelines, orders and other directives.

III. CITY REPRESENTATIONS

1. City represents it has the statutory authority to operate the Program and is authorized to delegate the aforesaid Program to ETCOG in conformance with the terms and provisions of this agreement.
2. City represents it has the authority to enter into this agreement and has authorized the same in accordance with state law, its City Charter, and all applicable City ordinances.

IV. ETCOG RESPONSIBILITIES

1. ETCOG does hereby assume and shall act as a grantee under the TxDOT and all other similar funding source programs as available.
2. ETCOG's administrative staff shall be responsible for administering the program. ETCOG shall prepare and submit all related federal and state grant applications, billing statements and required reports, maintain all required records, perform client intake, and perform any and all other responsibilities as required under said Program. By approving this agreement, ETCOG does hereby assume sole responsibility for the administration of the aforesaid Program, and does covenant and agree that it shall operate said Program in full conformance with all federal, state, and local laws, regulations, rules, and other directives applicable to said Program. ETCOG assumes all responsibility for satisfying all requirements imposed by any applicable agency with appropriate jurisdiction over any and all portions of said Program, and the City shall have no responsibility for said Program. ETCOG shall be solely responsible for certifying and assuring that the Program complies with any and all requirements related to, but not limited to, Equal Employment Opportunity, nondiscrimination, procurement, non_conflict of interest and other Program requirements as shall be imposed by appropriate federal or state agencies.
3. ETCOG's primary contact person shall be the Director or Transportation or the Director of Transportation's designee who shall be responsible to and shall be authorized to speak on behalf of ETCOG and participate in any and all discussions, meetings, or be otherwise responsible for responding to the City in matters related to the Program.
4. ETCOG may contract with one or more qualified transportation providers for operation of transportation services under the Program through a procedure consistent with federal and state regulations for contracting under the Program statutes and regulations.
5. Any ETCOG contractor shall, at a minimum, operate the buses purchased for the Program with federal, state, and local funds. Additional vehicles operated by a contractor may be utilized for

provision of service under this Program provided that such service does not violate the terms of this or other grant or funding programs.

6. ETCOG shall be responsible for determining vehicle replacement needs and for applying for and securing such vehicles under available funding programs.

7. ETCOG shall assume sole responsibility for the minibuses, including the obligation to assure that a contractor maintains sufficient general liability insurance to cover any and all claims which may arise as a consequence of the operation of said vehicles.

8. If a contractor is used, ETCOG shall provide fiscal and programmatic monitoring of the contractor to assure compliance with state, federal, and local regulations, policies, and procedures, and to ensure satisfactory system performance.

9. ETCOG shall provide written quarterly system performance reports to the City indicating, at a minimum, the number of riders on each route and shall provide an annual and semi- annual presentation and report to the Marshall City Commission including system ridership performance, financial operating summary, projected rider fees, and system plans for the next year. The City of Marshall may require any other additional information reasonably necessary for the City to be adequately advised as to the level of performance by ETCOG under this agreement.

V. SERVICE REQUIREMENTS

Public transportation service provided by ETCOG under this agreement shall meet the following minimum standards:

1. Hours of operation shall be Monday through Friday 6:30 a.m. to Noon and 1:00 p.m. to 5:30 p.m.
2. Service shall be available to all persons.
3. Fares shall be as agreed upon by the City and ETCOG.
4. ETCOG shall make every effort to investigate and rectify legitimate complaints made by customers of the Program and shall provide the City, on request, with a copy of the results of the investigation.

VI. CITY RESPONSIBILITIES

The City's primary contact person shall be the City Manager or City Manager's designee and shall be authorized to speak on behalf of the City and participate in any and all discussions, meetings, or be otherwise responsible for responding to ETCOG in matters related to the Program.

VII. FUNDING

1. Both parties to this contract covenant and agree and recognize that Funds for said Program are to be derived principally with funding from TxDOT state and federal funding programs, with varying degrees of matching funds as required and approved by the City. Both parties likewise covenant and agree and recognize that funding levels and match requirements of TxDOT state and federal funding programs vary considerably from year to year. Because grant funds are anticipated to be available in ETCOG's fiscal year 2020-2021 to cover primary fund requirements, the City has budgeted $__________________ in local funding as its match for the Program during the 2021 fiscal year. ETCOG shall inform the City by October 31 of each subsequent year in this agreement after the 2020-2021 funding program whether sufficient funds from state and federal sources are anticipated to be available to cover Program expenses for the following year. If adequate information regarding funding is unavailable at or by October 31, ETCOG shall inform the City to that effect, and shall provide such information as soon as it becomes available. Should a local match be subsequently required, the City reserves the right to provide the local match through its operating budget or other local funds, to decrease service levels, or, following thirty (30) days notice to ETCOG as provided elsewhere herein, to discontinue the Program and terminate this agreement. The parties covenant and agree that the funding for this Program is to be provided as specified herein, primarily from TxDOT state and federal funding programs and that any and all other funds to be provided under this agreement by either party shall be derived exclusively from available current revenues of the respective parties expending such funds. The parties agree that ETCOG shall have no obligation to provide any funds under this agreement
2. Should any changes in service delivery, funding, projected costs, or otherwise as reflected in comparison to the then outstanding budget or other projection of cost, be proposed or anticipated by ETCOG, ETCOG shall inform the City of same and the required changes shall be implemented by ETCOG, after prior approval by the City Commission of the City of Marshall.

VIII. RESPONSIBILITY FOR PROGRAM OPERATIONS

By accepting this agreement, to the extent allowed by law, ETCOG does hereby assume full and complete responsibility for the operation of the Program as described herein. Because the actual transportation services may be provided by a contractor, the parties agree that the contractor shall maintain full and complete liability insurance and ETCOG shall provide proof of insurance to the City upon request. In addition, ETCOG's contract with any subcontractor shall include full and complete indemnification of ETCOG and City.

IX. TERMINATION

This contract may be terminated by either party by providing (30) days written notice to the other party of intent to terminate. If the effective date of said termination is any date after the thirty (30) days required herein, the notice of termination shall specify the effective date of termination.

X. NOTICE

Any notice, request, or other communication under this agreement shall be given in writing and shall be sent by Certified Mail, Return Receipt Requested, by overnight delivery service with proof of delivery, or by personal service thereof, and shall be deemed to have been given by one party to the other party upon the date of receipt of said communication, as indicated by the return receipt in case of certified mail, or as indicated by a signed and dated receipt, if forwarded by an overnight delivery service or by personal delivery.

XI. MAINTENANCE OF RECORDS

ETCOG shall be required to maintain all records and documents in its possession relating to or used in the performance of the Program in complete form and in conformity with all applicable federal and state rules and regulations with regards to the sufficiency and completeness of such records, and shall make such records available to the City or any authorized representative of any state or federal agency with appropriate jurisdiction over the Program, upon reasonable demand for access to said records.

XII. APPLICABLE LAW

The validity, interpretation, and performance of this agreement shall be governed by the laws of the State of Texas, subject to any and all applicable federal laws.

XIII. VENUE

Venue for all actions arising under this agreement shall lie exclusively in the courts of Harrison County, Texas, for actions arising under state law, and in the Eastern District of Texas, Marshall Division, for all cases arising under federal law.

XIV. FORCE MAJEURE

If, by reason of force majeure, any party hereto shall be rendered unable, wholly or partially, to carry out any obligation it may have under this agreement, then if such party shall give notice as soon as practicable and full details thereafter in writing of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations of the party giving such notice, as far as the same is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts and other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, natural disaster, civil disturbances, or inability on the party hereto to carry out its obligations in this agreement on account of any other cause or causes not reasonably within the control of such party.

XV. ASSIGNMENT

This contract shall not be assigned by either party without the prior written consent of the other party.

XVI. AMENDMENT

This contract may be amended only by the prior mutual consent of both parties, and any such amendment must be in writing and approved by the governing bodies of both parties to be effective.

XVII. SUPERSEDES ALL PRIOR AGREEMENTS

This agreement constitutes the sole agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements of the parties, if any, both oral or in writing, with respect to the subject matter hereof.

XVIII. SEVERABILITY

The terms and provisions of this agreement are severable, and if any portion of said agreement violates any federal or state statute, regulation, or rule, or is held by a court of competent jurisdiction or other agency with appropriate jurisdiction as unlawful, void or unconstitutional, the remainder of this agreement not affected by said determination shall continue in full force and effect until terminated by either party.

XIX. CONTRACT TERM

The initial term of this agreement shall begin on January 1, 2021 and continue through December 31, 2021. This agreement shall be automatically renewed on a year-to-year basis for up to a total of five (5) years, unless terminated by either party as otherwise specified herein.

XX. PERFORMANCE CONTINGENT ON RECEIPT OF ADEQUATE FUNDING

The parties agree that the obligations of both parties to this contract are contingent upon receipt of adequate funding from the state and federal governments.

XXI. PRIORITY

Notwithstanding any other provision of this agreement, in the event of a conflict between any provision of this agreement and any applicable federal statute, federal regulation, federal rule, federal administrative ruling, such statute, regulation, rule or ruling shall take precedence over this agreement.

EXECUTED IN MULTIPLE ORIGINAL COPIES this _____ day of _______________, 2020.

City of Marshall

By:______________________________
Mark Rohr, City Manager

Attest:

____
City Secretary

Approved as to Form:

____
Scott Rectenwald, City Attorney

East Texas Council of Governments

By:______________________________

Executive Director

ITEM 8G

CONSIDER APPROVAL OF A CONTRACT EXTENSION WITH CHEMPRO SERVICES, INC. FOR 2021 VEGETATION MANAGEMENT SERVICES

City of
MARSHALL
TEXAS

TO: Members of the City Council

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

DATE: December 1, 2020 EAP

SUBJECT: Extension of contract with ChemPro Services, Inc. for 2021 vegetation management services

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In April 2019, the City Commission approved a contract with ChemPro Services, Inc. for vegetation management services to control growth of weeds and brush in drainage channels, street right-of-ways, ditches, cemeteries, water and wastewater treatment facilities, and water and sewer main line right-of-ways.

The original contract expired on December 31, 2019; however, provisions were included to allow the City to extend the contract for up to two (2) additional years (in one year increments), provided that the vendor again agreed to the terms as outlined in the original contract. The City is currently in the first contract extension with ChemPro Services, which will expire on December 31, 2020. ChemPro Services has indicated that they wish to enter into a second and final one-year extension (January 2021 – December 31, 2021), at the same price structure as approved in the original contract.

I hereby recommend approval for this contract extension with ChemPro Services, for the provision of vegetation management services.

CITY OF MARSHALL, TEXAS
PUBLIC WORKS
P.O. Box 698
Marshall, Texas 75671
903-935-4487

Contractual Agreement
Bid Number PW-2019-1 VEGETATION MANAGEMENT
Extension #2 (Final)

This contract/agreement is entered into by and between the City of Marshall, Texas and ChemPro Services, Inc.

I. Contracting Parties:

Receiving Party: City of Marshall, Texas

Performing Party: ChemPro Services, Inc.

II. Statement of Services to be performed:

Furnish all herbicides, personnel, qualified supervision and insurance to provide herbicide application for vegetation management services to various locations within and near the City of Marshall, Texas within the time period designated and for the price(s) stated by the bidder in their bid proposal for bid number PW-2019-1; signed and dated on 4-29-19.

III. Contract Amount: $24,750.00

IV. Payment for Goods or Services:

The Receiving Party shall pay the Performing Party for goods or services within thirty (30) days from receipt of properly submitted itemized bill(s) signed by authorized City employees.

V. Term of Contract:

Period of Contract (Extension #2 & Final): This contract is to begin on 1-31-2021 and end on 12-31-2021.

VI. Patent and Royalty Disclaimer:

The bidder, without exception, shall indemnify and save harmless the City of Marshall and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patent or unpatented invention, process or article manufactured or used in the performance of the contract including its use by the City of Marshall. If the bidder uses any design, device or materials covered by patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from use of such design, device in any way involved in the work.

RECEIVING PARTY

Receiving Party certifies that it has authority to contract for the above services.

City of Marshall, Texas
P.O. Box 698
Marshall, Texas 75671

Name of Receiving Party

______________________________ **Authorized Signature**

Eric Powell, PE
Director of Public Works/City Engineer

__________________________________ **Date**

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party.

ChemPro Services, Inc.
3311 Gulf Breeze Pkwy #350
Gulf Breeze, Florida 32563

Name of Performing Party

______________________________ **Authorized Signature**

______________________________ **Date**

Laurie Thompson

From:	Jamie Rauch <jrauch@chemproservices.com>
Sent:	Tuesday, October 20, 2020 11:34 AM
To:	Laurie Thompson
Cc:	Eric Powell; Max Morgan
Subject:	RE: City of Marshall Vegetation Management Contract

Yes, we would love to continue this work and we will keep this price as is, therefore there will not be a price increase for 2021. Thank you and let me know if there is anything needed from me, as I am happy to assist!

Jamie A. Rauch
Sales and Service
ChemPro Services, Inc.
(251) 245-8051

From: Laurie Thompson [mailto:Thompson.Laurie@marshalltexas.net]
Sent: Tuesday, October 20, 2020 11:13 AM
To: Jamie Rauch <jrauch@chemproservices.com>
Cc: Eric Powell <Powell.Eric@marshalltexas.net>
Subject: City of Marshall Vegetation Management Contract

Good morning, Jamie!

I wanted to touch base with you to see if ChemPro is interested in entering into a second and final extension of the vegetation management contract with the City of Marshall for 2021. If so, do you anticipate any price increase for 2021?

Thank you,
Laurie Thompson

Laurie Thompson
Administrative Assistant - Public Works Department
City of Marshall, Texas
903-935-4516
thompson.laurie@marshalltexas.net

ITEM 8H

CONSIDER APPROVAL OF FINANCING FOR A NEW BACKHOE FOR THE PUBLIC WORKS DEPARTMENT

City of
MARSHALL
TEXAS

TO: Members of the City Council

FROM: Eric Powell, PE
Director of Public Works/City Engineer
Glenna Williams, Acting Finance Director

DATE: December 1, 2020

SUBJECT: Approval of financing for a new backhoe for the Public Works Department

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I am requesting approval for the financing of a new backhoe, utilizing a lease/purchase option as provided by Associated Supply Company, Inc. (ASCO). The City has purchased/leased backhoes and equipment from ASCO in the past, and we currently have a leased backhoe in the Streets Division. The lease option allows the City to take delivery of a brand new backhoe and keep for three years, then return for a new unit and lease. This approach will allow Public Works to always have new and well-functioning equipment in its fleet. The lease terms/amounts are summarized below:

- Original purchase price is $113,670.00
- 3-year lease term w/annual payments of $24,350.00
- Residual on unit after 3 years is $49,580.51 *

Note: City has a $15,000 credit from a previous trade-in that would apply to the first lease payment.

*City could elect to purchase

This request has been approved by both the City Manager and Acting Finance Director. Thank you for your consideration.

ITEM 8I

REPORT REGARDING A CHECK RECEIVED FROM AEP/SWEPCO, IN THE AMOUNT OF $13,350.00, FOR THE CITY'S PARTICIPATION IN THE 2020 AEP/SWEPCO LOAD MANAGEMENT PROGRAM

City of
MARSHALL
TEXAS

TO: Members of the City Council

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

DATE: December 1, 2020

SUBJECT: Report regarding a check received from AEP/SWEPCO, in the amount of $13,350.00, for the City's participation in the AEP/SWEPCO 2020 Load Management Program

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For a number of years, the City of Marshall has participated in the AEP/SWEPCO Load Management program by scheduling some of our raw water pumping from the Big Cypress Raw Water Pump Station into "off-peak" electric demand periods. The program has been beneficial to AEP/SWEPCO because it helps to reduce the high peak demand load on their electrical grid. The program has also been beneficial to the City of Marshall, as we are compensated for managing our electrical use periods to assist in reducing the demands on their electrical power grid. This year's check to the City of Marshall is in the amount of $13,350.00.

ITEM 9

CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 10

ADJOURNMENT