

Council Chambers, City Hall
401 South Alamo
Marshall, TX 75671
903-935-4421



Members
Amy Ware, District 4 - Mayor
Marvin Bonner, District 1
Leo Morris, District 2
Jennifer Truelove, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

SPECIAL-CALLED CITY COUNCIL MEETING

March 23, 2023

4:00 PM

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Presentation of a proclamation declaring the month of April 2023 as "Sexual Assault Awareness Month" in the city of Marshall.

4. Citizen Comments

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

5. Items to be Withdrawn From Consent Agenda

6. 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 March 9, 2023 regular meeting.
- B. Consider approval of a resolution suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Beaumont/East Texas Division, in its application filed on or about March 2, 2023, pursuant to section 104.301 of the Gas Utility Regulatory Act.
- C. Consider approval of participation in a Texas Opioid Settlement.
- D. Consider approval of a resolution to update the authorized City of Marshall Representatives at TEXPOOL.
- E. Consider approval of the appointment of Linda Scott to the Keep Marshall Beautiful board.

- 7. Consideration of Items Withdrawn From the Consent Agenda**
- 8. City Manager Reports and Requests for City Council Consideration**
 - A. Consider approval to award a contract for the East Avenue Water Main Improvement Project.
 - B. Consider approval of an agreement with U.S. Underwater Services for removal of sediment and silt at the intake chambers of the Raw Water Pump Station
- 9. Executive Session**
 - A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property:
Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.
- 10. Action Item Following Executive Session**
 - A. Consider action as a result of the executive session discussion regarding real property.
- 11. Adjournment**

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.



TO: City Council
DATE: March 23, 2023
ITEM #: 3.A
SUBJECT: Presentation of a proclamation declaring the month of April 2023 as "Sexual Assault Awareness Month" in the city of Marshall.

Recommendation for Action: Read and present the proclamation.

Executive Summary: The Women's Center of East Texas requested a proclamation declaring April 2023 as Sexual Assault Awareness Month. This proclamation recognizes the important work of educating the public on sexual assault and emphasizes the City of Marshall's commitment to ending this crime.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. Sexual Assault Awareness Month - 2023

PROCLAMATION



Sexual Assault Awareness Month

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men have been sexually assaulted at some point in their lives; and

WHEREAS, we must work together to educate our community about sexual assault prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, with leadership and dedication, we can be successful in preventing sexual assault in East Texas by increasing education, awareness, and community involvement; and

WHEREAS, Marshall, Texas strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual assault. It's time for all of us to take appropriate action and support one another to create a safer environment for all.

NOW, THEREFORE, Marshall, Texas joins advocates and communities across the nation in playing an active role to end sexual assault. Along with the United States Government and State of Texas, I do hereby proclaim the month of April as Sexual Assault Awareness Month in Marshall, Texas.

Presented this 23rd day of March 2023.

Amy Ware, Mayor
Marshall City Council





TO: City Council
DATE: March 23, 2023
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the March 9, 2023 regular meeting.

Recommendation for Action: Requesting approval of minutes.

Executive Summary: Minutes from the March 9, 2023 regular City Council meeting.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 3.9.23 minutes

Council Chambers, City Hall
401 South Alamo
Marshall, TX 75670
903-935-4421



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

MINUTES
REGULAR CITY COUNCIL MEETING
March 9, 2023
6:00 PM

1. Call to Order and Roll Call

Mayor Pro-Tem Amanda Abraham called the regular meeting to order in the Council Chambers, City Hall at 06:00 PM.

PRESENT:	
	Mayor and Council Members:
	Councilmember Marvin Bonner Councilmember Leo Morris Councilmember Jennifer Truelove Councilmember Amanda Abraham Councilmember Reba Godfrey Councilmember Micah Fenton
ABSENT:	Mayor Ware Motion to Excuse: Councilmember Godfrey Second: Councilmember Bonner Vote: 6:0
ADMINISTRATIVE STAFF PRESENT:	
	Terrell Smith, City Manager Cliff Carruth, Police Chief Dawn Jones, Finance Director Eric Powell, Public Works Director Christol Hall, HR/Civil Service Director Scott Rectenwald, Acting City Attorney Anna Lane, Community Services Director Randy Pritchard, Support Services Director Nikki Smith, City Secretary/Payroll Accountant

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Presentation of a proclamation declaring the month of March as "Developmental Disabilities Awareness Month".

Mayor Pro-Tem Abraham read a proclamation declaring the month of March as "Developmental Disabilities Awareness Month" from the Governor's Office.

Randi Leffall, Chairman of the Board of Trustees for Community Healthcore, expressed appreciation of the proclamation and explained Community Healthcore's involvement in the community.

4. Citizen Comments

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

There were no citizen comments.

5. Items to be Withdrawn From Consent Agenda

There were no items withdrawn from the Consent Agenda.

6. 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.

Councilmember Truelove made a motion to approve the consent agenda.

Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

- A. Consider approval of the minutes from the February 23, 2023 regular meeting.
- B. Consider approval of a resolution updating bank signatory on tender for payment.
- C. Consider approval of the appointment of Frances Hurley to the Visit Marshall Advisory Board of Directors

7. Consideration of Item Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

8. City Manager Reports and Requests for City Council Consideration

- A. Consider approval for formal acceptance of the completed 2022 Street Improvement Program, including release of retainage to the contractor.
Eric Powell, Public Works Director, asked for approval of formal acceptance of the completed 2022 Street Improvement Program, including release of retainage to the contractor in the amount of \$74,743.40.

Councilmembers asked questions and discussed.

Councilmember Truelove made a motion to approve the formal acceptance of the completed 2022 Street Improvement Program, including release of retainage to the contractor. Councilmember Abraham seconded the motion, which passed by a vote of 5:1.

- B. Consider approval for the lease of a Mini-Excavator for the Municipal Drainage Utility Division of the Public Works Department.
Eric Powell asked for approval of a three-year lease proposal for a mini-excavator for the Municipal Drainage Utility Division of the Public Works Department at a cost of \$39,375. Eric Powell stated this unit will replace the existing mini-excavator, which will be used as a trade in against the total cost of the lease. The first year payment is approximately \$3,745 and the second and third year payments are approximately \$13,245.

Councilmember Godfrey made a motion to approve the lease of a Mini-Excavator for the Municipal Drainage Utility Division of the Public Works Department. Councilmember Bonner seconded the motion, which passed by a vote of 6:0.

- C. Consider approval for the lease of three (3) Mini-Excavators for the Distribution and Collection Division of the Public Works Department.
Eric Powell asked for approval of a three-year lease proposal for three (3) mini-excavators for the Distribution and Collection Division of the Public Works Department at a cost of \$124,815. Eric Powell stated the units will replace the existing mini-excavators, which will be used as trade in against the total cost of the lease. The first year of the lease payment is zero due to the value of the trade, the second and third year payments are approximately \$41,395.

Councilmember Godfrey made a motion to approve the lease of three (3) Mini-Excavators for the Distribution and Collection Division of the Public Works Department. Councilmember Bonner seconded the motion, which passed by a vote of 6:0.

- D. Review of Wonderland of Lights 2022
Lacy Burson, Main Street Manager, provided a review of the 2022 Wonderland of Lights attendance, volunteer program, expenditures, revenue/sponsorships, activities and request/ideas for upcoming years.

Councilmembers asked questions and discussed.

9. Executive Session

Councilmember Bonner made a motion to convene the Executive Session. Councilmember Truelove seconded the motion, which passed by a vote of 6:0. The time was 6:40 PM.

Councilmember Truelove made a motion to reconvene from the Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0. The time was 7:00 PM.

- A. An executive session pursuant to Texas Govt. Code Section 551.071. "Consultations with Attorney" to consult with the City Attorney in an executive session to seek his or her advice on legal matters concerning pending or contemplated litigation and upon a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter."

10. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.



TO: City Council
DATE: March 23, 2023
ITEM #: 6.B
SUBJECT: Consider approval of a resolution suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Beaumont/East Texas Division, in its application filed on or about March 2, 2023, pursuant to section 104.301 of the Gas Utility Regulatory Act.

Recommendation for Action: Approval of resolution

Executive Summary: Discuss and consider approval of a resolution suspending the effective date proposed by CenterPoint Energy Resources Corp., Beaumont/East Texas Division ("CenterPoint") for forty-five (45) days in its application filed on or about March 2, 2023 pursuant to section 104.301 of the Gas Utility Regulatory Act. This will allow the Herrera Law Firm time to evaluate the rate increase.

Budget Cost: N/A

Staff Contact: Scott Rectenwald, City Attorney

Attachments:

1. CenterPoint-GRIP-2023-B-E.Tx Division-2-Suspension Resolution-Agenda Info Sheet-030323
2. CenterPoint-GRIP-2023-B-E.Tx Division-3-Suspension Resolution-030323

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – BEAUMONT/EAST TEXAS DIVISION (CENTERPOINT) TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES" (ACM)

ALLIANCE OF CENTERPOINT MUNICIPALITIES (“ACM”)

The City is a member of the Alliance of CenterPoint Municipalities (ACM). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Beaumont/East Texas Division (CenterPoint or Company) and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

“GRIP” RATE APPLICATIONS

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute (the “Gas Reliability Infrastructure Program”).

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover a return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT’S “GRIP” APPLICATION

On or about March 2, 2023, CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). CenterPoint’s application when approved by the Railroad Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2098-I-GRIP 2023; R-2098-U-GRIP 2023 Residential	\$21.95 per customer per month	\$2.92 per customer per month	\$24.87 per customer per month	\$2.92 per customer per month
GSS-2098-I-GRIP 2023; GSS-2098-U-GRIP 2023 General Service Small	\$43.03 per customer per month	\$4.78 per customer per month	\$47.81 per customer per month	\$4.78 per customer per month
GSLV-629-I-GRIP 2023; GSLV-629-U-GRIP 2023 General Service Large Volume	\$164.73 per customer per month	\$24.12 per customer per month	\$188.85 per customer per month	\$24.12 per customer per month

CenterPoint refers to its application as its “2023” interim adjustment. The increase in rates CenterPoint presents in its application is based on capital expenditures it made from January 1, 2022 through December 31, 2022.

REVIEW AND ACTION RECOMMENDED

Although the City’s ability to review and effectuate a change in CenterPoint’s requested increase is limited, the City should exercise due diligence with regard to rate increases by monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend CenterPoint’s proposed effective date of May 1, 2023, for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint’s rate application are correctly done, and whether CenterPoint’s application otherwise conforms to the requirements of the GRIP statute.

Therefore, ACM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint’s proposed effective date for 45 days. Assuming a proposed effective date of May 1, 2023, CenterPoint’s proposed effective date is suspended until June 15, 2023.

The City must take action to suspend by no later than May 1, 2023.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – BEAUMONT/EAST TEXAS DIVISION (CENTERPOINT), TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY’S PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES;" REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 2, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Beaumont/East Texas Division (CenterPoint or Company) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP’), resulting in a requested increase in the monthly customer charges as shown in the table below:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2098-I-GRIP 2023; R-2098-U-GRIP 2023 Residential	\$21.95 per customer per month	\$2.92 per customer per month	\$24.87 per customer per month	\$2.92 per customer per month
GSS-2098-I-GRIP 2023; GSS-2098-U-GRIP 2023 General Service Small	\$43.03 per customer per month	\$4.78 per customer per month	\$47.81 per customer per month	\$4.78 per customer per month
GSLV-629-I-GRIP 2023; GSLV-629-U-GRIP 2023 General Service Large Volume	\$164.73 per customer per month	\$24.12 per customer per month	\$188.85 per customer per month	\$24.12 per customer per month

and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done, and whether CenterPoint's application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

WHEREAS: the effective date proposed by CenterPoint is May 1, 2023, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 15, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS THAT:

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether CenterPoint's application otherwise conforms to the requirements of the GRIP statute.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities (ACM).

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. CenterPoint is ordered to reimburse the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2023.

MAYOR

ATTEST:

CITY SECRETARY



TO: City Council
DATE: March 23, 2023
ITEM #: 6.C
SUBJECT: Consider approval of participation in a Texas Opioid Settlement.

Recommendation for Action: Approval of participation in settlement.

Executive Summary: Discuss and consider approval of participation in a Texas Opioid Settlement. Estimates of what the City of Marshall would receive in the direct payment from the settlements are:

Allergan	\$14,547.47
CVS	\$32,697.31
Walgreens	\$36,586.64
Walmart	\$18,291.11

Budget Cost: N/A

Staff Contact: Scott Rectenwald, City Attorney

Attachments:

1. Opioid Settlement Information Sheet
2. Settlement_Participation_Form_Allergan
3. Settlement_Participation_Form_CVS
4. Settlement_Participation_Form_Walgreens
5. Settlement_Participation_Form_Walmart



TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENTS WITH ALLERGAN, CVS,
WALMART, AND WALGREENS.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS APRIL 18, 2023.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a **NEW** opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, and Teva settlements.

To participate in the Allergan, CVS, Walgreens, and Walmart settlements, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this email because Texas settled with Allergan, CVS, Walgreens, and Walmart, and your subdivision may participate in these Settlements. This email is being sent directly to subdivisions who are not litigating against Allergan, CVS, Walgreens, and/or Walmart. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Distributor, Janssen/J&J, Endo, and/or Teva settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. These are settlements with Allergan, CVS, Walgreens, and Walmart.** If you have already signed on to the Allergan, CVS, Walgreens, and Walmart Settlements, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the **Subdivision Participation Form** for each settlement to opioids@oag.texas.gov. Please also be sure to include in the Form

the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

The proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

WHY YOU SHOULD PARTICIPATE

Texas, other states, and cities and counties around the country have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021 and the Teva and Endo settlements from 2022;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your

citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **April 18, 2023**, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to opioids@oag.texas.gov.

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, and/or Teva settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) and opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. My subdivision already signed up for opioid settlements. Is that good enough for these new settlements?

No, you will need to submit separate **Subdivision Participation Forms** for Allergan, CVS, Walgreens, and Walmart; opting into the other settlements does not sign you up for this one.

2. Does my subdivision need to pass a resolution to sign up for this settlement?

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. When will my subdivision receive funds from this settlement and/or the other settlements?

Funds for the Distributors, J&J/Janssen, Endo, and Teva settlements have been paid to the Texas Comptroller of Public Accounts, the Texas Opioid Council, and the Texas Treasury Safekeeping Trust Company. Please contact O AFC.Public@c pa.texas.gov for more details.

4. How much will my subdivision receive from the Allergan, CVS, Walgreens, and Walmart Settlements?

If you have questions about your subdivision's individual allocation amount, please contact Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) or opioids@oag.texas.gov.

5. What are all the different Texas opioid settlements?

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	Company	Amount
February 2021	McKinsey	\$38.4 million
July 2021	Distributors (AmerisourceBergen, Cardinal Health, and McKesson)	\$1.271 billion
July 2021	Janssen	\$296 million
December 2021	Endo	\$63 million
February 2021	Teva	\$150 million plus \$75 million in product
June 2021	Mallinckrodt	\$74 million
December 2022	Allergan	\$135 million
December 2022	Walmart	\$170 million
December 2022	CVS	\$304 million
December 2022	Walgreens	\$340 million
Total	12 companies	\$2.919 billion

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





TO: City Council
DATE: March 23, 2023
ITEM #: 6.D
SUBJECT: Consider approval of a resolution to update the authorized City of Marshall Representatives at TEXPOOL.

Recommendation for Action: Requesting approval of resolution.

Executive Summary: This resolution is necessary to add Alex Agnor as an authorized representative at TEXPOOL.

Budget Cost: N/A

Staff Contact: Dawn Jones, Finance Director

Attachments: 1. R-23-XX Amending Texpool Representatives



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

City of Marshall

Participant Name*

77705

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
 - That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
 - That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;
- List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Dawn Jones

Name

Director of Finance

Title

9039354519

Phone

9039354442

Fax

jones.dawn@marshalltexas.net

Email

Signature

2. Kristina Hamilton

Name

Assistant Director of Finance

Title

9039354447

Phone

9039354442

Fax

hamilton.kristina@marshalltexas.net

Email

Signature

3. Alex Agnor

Name

Assistant Director of Finance & Grants

Title

9039354526

Phone

9039354442

Fax

agnor.alex@marshalltexas.net

Email

Signature

1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Kristina Hamilton
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20 .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Marshall
Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dtsystems.com

Fax: 866-839-3291

TEX-REP

2 OF 2



TO: City Council
DATE: March 23, 2023
ITEM #: 6.E
SUBJECT: Consider approval of the appointment of Linda Scott to the Keep Marshall Beautiful board.

Recommendation for Action: Approval of the appointment of Linda Scott to the Keep Marshall Beautiful board.

Executive Summary: Ms. Scott, a retired school counselor, is a member of the New Town Neighborhood Association and Marshall Alumnae Chapter of Delta Sigma Theta Sorority. She volunteered at the 2022 Fall Sweep and enjoyed meeting people she didn't know and working to make her city and neighborhood the best it can be. She is interested in volunteering with the Keep Marshall Beautiful board because she feels it will be rewarding work.

Budget Cost: None

Staff Contact: Anna Lane, Director of Community Services

Attachments: 1. L. Scott Application for Keep Marshall Beautiful

City of Marshall
Application for Appointment to City Boards and Committees

Name of Board or Committee to which you are applying: Keep Marshall Beautiful

Note: A person may serve on only two (2) City boards or committees at one time.

Name: Mrs. Scott Linda Hurd
(Title) (Last) (First) (Middle)

Permanent Residence Address: _____
(Street) (City) (State) (Zip Code)

Preferred Mailing Address: _____
(If different from above) (Street) (City) (State) (Zip Code)

Preferred Phone and Fax: _____
(Phone) (Fax)

Email Address: _____

Occupation: Retired

Employer: Jefferson ISD Title: Counselor

Are you a registered voter in the City of Marshall? ☒ Yes ☐ No

Are you a resident of the City of Marshall? ☒ Yes ☐ No

Length of residence: life In which District do you reside? 3

Do you, your spouse or your employer have any financial interest, direct or indirect in any contract with the City of Marshall?

☐ Yes ☒ No

If Yes, please explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

☐ Yes ☒ No

If Yes, please explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board or Committee to which you are seeking appointment?

☐ Yes ☒ No

If Yes, please explain: _____

Convictions: Have you ever been convicted of violating any federal, state or municipal law, regulation or ordinance? ☐ Yes ☒ No

If so, give details. Do not include traffic violations. _____

Continued on Page 2

City of Marshall Application for Appointment to City Boards and Committees (Page 2)

Name: Linda Hurd Scott

BACKGROUND

Education: Wiley College - Prairie View University - Texas A&M University

Professional: MEd

Volunteer Experience/Community Service: East Texas Open Door Board - New Town Neighborhood Assoc.

Areas of interest: Delta Sigma Theta Sorority, Inc.

Helping Others
Learning New Things - Being Involved

Please specify membership on any other governmental Board or Committee.

List all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities of which you are currently a member and/or officer and/or employed by, and give the title and dates of any position that you have held in such organization.

Organization: _____

Title: _____ Dates: _____

Organization: _____

Title: _____ Dates: _____

Reasons for Seeking Appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a résumé or additional information.

I have read and understand the instructions and appointment process. The foregoing and any attached statements are true, accurate and complete; and I agree that any misrepresentation or omission of facts may result in my disqualification for appointment.

Linda Hurd Scott
Signature

3-13-2013
Date

FILE COMPLETED FORM WITH CITY SECRETARY'S OFFICE BY DEADLINE FOR PROCESSING

Marshall City Secretary
ATTN: Nikki Smith
401 S. Alamo
Marshall, Texas 75670

(Original copy will be on file in the City Secretary's Office for 12 months.)

Note: Information provided on this form is public and subject to the Texas Public Information Act (Government Code Chapter 552)

Keep Marshall Beautiful Application
Linda Hurd Scott
Addendum

I am a Marshall resident. I recently retired as Counselor at Jefferson ISD. I had worked in Jefferson since 1984. Prior to working in Jefferson I was employed by Wiley College from 1977-1984.

I have one son that graduated from Marshall High and Stephen F. Austin University. He is currently working in the Dallas area.

I am a widow and an empty nester. I am a member of the New Town Neighborhood Association and Marshall Alumnae Chapter of Delta Sigma Theta Sorority. I am also a member of Macedonia Baptist Church where I serve as an Usher and Financial Secretary.

I am interested in becoming a volunteer to work in my City/Neighborhood in any area that I feel will be beneficial to the committee and rewarding to me. I participated in the last city wide clean-up project that was sponsored by the Keep Marshall Beautiful Committee. I met people that I did not know, however they were very friendly and welcoming (enjoyable with music, food and raffles).

I am interested in this committee because I want to feel proud of my neighborhood and city. One way to make this happen is to do my part by getting involved.

Linda Hurd Scott
3-13-2023



TO: City Council
DATE: March 23, 2023
ITEM #: 8.A
SUBJECT: Consider approval to award a contract for the East Avenue Water Main Improvement Project.

Recommendation for Action: Award contract for East Avenue Water Main Improvement Project

Executive Summary: On Tuesday, March 7, 2023, the City of Marshall received bids for the East Avenue Water Main Improvement Project. There were 5 (five) bids submitted, opened publicly, and read aloud. The following is the list of bidders:

D&D Pipeline, Longview, Texas	\$553,508.00
Wicker Construction, Shreveport, Louisiana	\$627,303.00
McKinney & Moore of Texas, LP, Jacksonville, Texas	\$638,460.46
Duplichain Contractors, Alto, Texas	\$641,775.00
SGL Utility Contractors, Gilmer, Texas	\$691,190.68

A summary of the bid submittals is attached for your review.

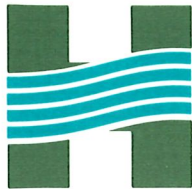
Based on the prices that were bid, I recommend that we award the contract to D&D Pipeline of Longview, Texas, in the amount of \$553,508.00. Funding for this project will come from the Covid Fiscal Relief Grant - American Recovery Funds.

Budget Cost: \$553,508.00

Staff Contact: Eric Powell, Director of Public Works

Attachments:

1. 20230308 Bid Recommendation East Avenue WM Imp_
2. 20230308 Bid Tabulation Marshall East Avenue WM Imp_



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 www.hayesengineering.net

2126 ALPINE RD. LONGVIEW, TX 75601-3401

V 903.758.2010 F 903.758.2099

March 7, 2023

Terrell Smith, City Manager
City of Marshall
P.O. Box 698
Marshall, TX 75671

RE: East Avenue Water Main Improvements
 Coronavirus Local Fiscal Recovery Fund Project

Dear Mr. Smith:

Please find enclosed one copy of the bid tabulation for the above referenced project. I recommend award to the low bidder, D & D Pipeline Consultants, LLC, for their base bid plus additive alternate in the amount of \$553,508.00.

If you have any questions or comments, please advise.

Sincerely,
HAYES ENGINEERING, INC.



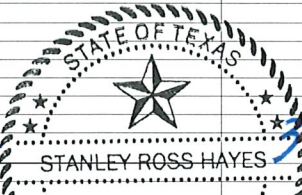
Stanley R. Hayes, P.E.
Principal

Enclosure

SRH/pdc

Eric Powell, P.E., City Engineer/Public Works Director
Chris Miles, Assistant Public Works Director

CITY OF MARSHALL, TX
EAST AVENUE WATER MAIN IMPROVEMENTS
Coronavirus Local Fiscal Recovery Fund Project
Tuesday, March 7, 2023 at 2:00 p.m.
BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	D & D Pipeline Consultants, LLC Longview, TX		Wicker Construction, Inc. Shreveport, LA		Duplichain Contractors Alto, TX		SGL Utility Contractors Gilmer, TX		McKinney & Moore of Texas, LP Jacksonville, TX	
General Items													
1	1	LS	Mobilization, Bonds & Insurance	\$19,000.00	\$ 19,000.00	\$20,000.00	\$ 20,000.00	\$21,000.00	\$ 21,000.00	\$20,220.00	\$ 20,220.00	\$25,951.94	\$ 25,951.94
2	1	LS	Traffic Control & Barricades	\$12,000.00	\$ 12,000.00	\$500.00	\$ 500.00	\$10,000.00	\$ 10,000.00	\$2,500.00	\$ 2,500.00	\$12,402.60	\$ 12,402.60
3	1	LS	SWPP & Erosion Control per City & TCEQ requirements	\$2,000.00	\$ 2,000.00	\$500.00	\$ 500.00	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$12,186.60	\$ 12,186.60
4	1	LS	Trench Safety	\$2,000.00	\$ 2,000.00	\$500.00	\$ 500.00	\$1,000.00	\$ 1,000.00	\$750.00	\$ 750.00	\$1.00	\$ 1.00
5	333	SY	Top Soil and Hydromulch	\$5.50	\$ 1,831.50	\$1.00	\$ 333.00	\$10.00	\$ 3,330.00	\$10.51	\$ 3,499.83	\$14.57	\$ 4,851.81
6	250	SY	Top Soil and SOD	\$12.00	\$ 3,000.00	\$3.00	\$ 750.00	\$20.00	\$ 5,000.00	\$18.00	\$ 4,500.00	\$31.70	\$ 7,925.00
Water Facilities													
1	1,435	LF	Furnish & install 10" water main	\$63.50	\$ 91,122.50	\$143.00	\$ 205,205.00	\$85.00	\$ 121,975.00	\$107.13	\$ 153,731.55	\$96.92	\$ 139,080.20
2	20	LF	Furnish & install 8" water main	\$50.00	\$ 1,000.00	\$140.00	\$ 2,800.00	\$85.00	\$ 1,700.00	\$95.17	\$ 1,903.40	\$105.69	\$ 2,113.80
3	60	LF	Furnish & install 6" water main	\$45.00	\$ 2,700.00	\$138.00	\$ 8,280.00	\$85.00	\$ 5,100.00	\$34.82	\$ 2,089.20	\$68.47	\$ 4,108.20
4	24	LF	Furnish & install 2" water main	\$40.00	\$ 960.00	\$136.00	\$ 3,264.00	\$85.00	\$ 2,040.00	\$33.06	\$ 793.44	\$137.46	\$ 3,299.04
5	2	EA	Furnish & install 2" gate valve w/adjustable valve box	\$1,500.00	\$ 3,000.00	\$965.00	\$ 1,930.00	\$1,600.00	\$ 3,200.00	\$1,135.49	\$ 2,270.98	\$2,356.82	\$ 4,713.64
6	1	EA	Tie-into existing 10" water main w/fittings & valve w/adj. valve box	\$6,000.00	\$ 6,000.00	\$7,500.00	\$ 7,500.00	\$8,000.00	\$ 8,000.00	\$9,176.90	\$ 9,176.90	\$6,855.95	\$ 6,855.95
7	1	EA	Tie-into existing 10" water main w/10" tapping sleeve & valve w/adj. valve box	\$7,500.00	\$ 7,500.00	\$7,700.00	\$ 7,700.00	\$9,500.00	\$ 9,500.00	\$7,168.89	\$ 7,168.89	\$6,013.84	\$ 6,013.84
8	2	EA	Tie-into existing 8" water main w/8" tapping sleeve & valve w/adj. valve box	\$6,700.00	\$ 13,400.00	\$4,700.00	\$ 9,400.00	\$7,000.00	\$ 14,000.00	\$5,333.77	\$ 10,667.54	\$3,537.57	\$ 7,075.14
9	1	EA	Tie-into existing 6" water main w/6" tapping sleeve & valve w/adj. valve box	\$5,800.00	\$ 5,800.00	\$3,900.00	\$ 3,900.00	\$6,000.00	\$ 6,000.00	\$4,418.47	\$ 4,418.47	\$3,645.36	\$ 3,645.36
10	2	EA	Tie-into existing 2" water main w/fittings	\$2,900.00	\$ 5,800.00	\$700.00	\$ 1,400.00	\$3,000.00	\$ 6,000.00	\$973.46	\$ 1,946.92	\$896.74	\$ 1,793.48
11	3	EA	Furnish and install fire hydrant assembly	\$7,800.00	\$ 23,400.00	\$5,700.00	\$ 17,100.00	\$9,000.00	\$ 27,000.00	\$7,791.39	\$ 23,374.17	\$7,490.29	\$ 22,470.87
12	3	EA	Remove and salvage existing fire hydrant assembly	\$1,500.00	\$ 4,500.00	\$1,500.00	\$ 4,500.00	\$1,000.00	\$ 3,000.00	\$1,500.00	\$ 4,500.00	\$538.55	\$ 1,615.65
13	7	EA	Reconnect short side water service & reconnect	\$1,200.00	\$ 8,400.00	\$600.00	\$ 4,200.00	\$1,500.00	\$ 10,500.00	\$1,500.71	\$ 10,504.97	\$2,244.51	\$ 15,711.57
14	8	EA	Reconnect long side water service & reconnect	\$1,900.00	\$ 15,200.00	\$900.00	\$ 7,200.00	\$2,000.00	\$ 16,000.00	\$2,586.35	\$ 20,690.80	\$3,653.27	\$ 29,226.16
15	11	EA	Plug & abandon existing 10" water main	\$2,000.00	\$ 22,000.00	\$650.00	\$ 7,150.00	\$2,500.00	\$ 27,500.00	\$1,763.29	\$ 19,396.19	\$1,445.02	\$ 15,895.22
16	1.3	TON	Furnish and install Fittings	\$4,000.00	\$ 5,200.00	\$500.00	\$ 650.00	\$12,000.00	\$ 15,600.00	\$15,780.62	\$ 20,514.81	\$8,894.38	\$ 11,562.69
17	860	SY	Open Cut and Repair Concrete Pavement	\$100.00	\$ 86,000.00	\$110.00	\$ 94,600.00	\$130.00	\$ 111,800.00	\$132.62	\$ 114,053.20	\$119.09	\$ 102,417.40
18	10	LF	Open Cut and Repair Concrete Curb and Gutter	\$100.00	\$ 1,000.00	\$75.00	\$ 750.00	\$200.00	\$ 2,000.00	\$383.90	\$ 3,839.00	\$151.03	\$ 1,510.30
19	103	SY	Open Cut and Repair Asphalt Pavement In TxDOT ROW	\$450.00	\$ 46,350.00	\$150.00	\$ 15,450.00	\$130.00	\$ 13,390.00	\$116.23	\$ 11,971.69	\$118.15	\$ 12,169.80
20	1	LS	Hydrostatic testing & sterilization	\$6,000.00	\$ 6,000.00	\$500.00	\$ 500.00	\$6,000.00	\$ 6,000.00	\$5,000.00	\$ 5,000.00	\$8,640.00	\$ 8,640.00
TOTAL AMOUNT BASE BID				\$ 395,164.00		\$ 426,062.00		\$ 452,135.00		\$ 461,981.95		\$ 463,235.42	
ADDITIVE ALTERNATE #1: WATER FACILITIES													
1	826	LF	Furnish & install 10" water main	\$64.00	\$ 52,864.00	\$151.00	\$ 124,726.00	\$85.00	\$ 70,210.00	\$88.77	\$ 73,324.02	\$60.05	\$ 49,601.30
2	20	LF	Furnish & install 6" water main	\$50.00	\$ 1,000.00	\$147.00	\$ 2,940.00	\$85.00	\$ 1,700.00	\$91.07	\$ 1,821.40	\$176.18	\$ 3,523.60
3	30	LF	Bore 10" water main under drives	\$175.00	\$ 5,250.00	\$204.00	\$ 6,120.00	\$100.00	\$ 3,000.00	\$96.12	\$ 2,883.60	\$166.53	\$ 4,995.90
4	5	LF	Bore 10" water main under sidewalk	\$175.00	\$ 875.00	\$204.00	\$ 1,020.00	\$100.00	\$ 500.00	\$350.00	\$ 1,750.00	\$425.04	\$ 2,125.20
5	1	EA	Tie-into existing 10" water main w/fittings & valve w/adj. valve box	\$6,000.00	\$ 6,000.00	\$7,500.00	\$ 7,500.00	\$8,000.00	\$ 8,000.00	\$9,155.43	\$ 9,155.43	\$6,855.95	\$ 6,855.95
6	3	EA	Tie-into existing 6" water main w/6" tapping sleeve & valve w/adj. valve box	\$5,600.00	\$ 16,800.00	\$3,900.00	\$ 11,700.00	\$6,000.00	\$ 18,000.00	\$2,918.47	\$ 8,755.41	\$3,309.78	\$ 9,929.34
7	2	EA	Furnish and install fire hydrant assembly	\$8,750.00	\$ 17,500.00	\$5,700.00	\$ 11,400.00	\$9,000.00	\$ 18,000.00	\$7,737.83	\$ 15,475.66	\$6,713.99	\$ 13,427.98
8	2	EA	Remove and salvage existing fire hydrant assembly	\$1,500.00	\$ 3,000.00	\$1,500.00	\$ 3,000.00	\$1,000.00	\$ 2,000.00	\$1,500.00	\$ 3,000.00	\$807.83	\$ 1,615.66
9	2	EA	Reconnect short side water service & reconnect	\$1,200.00	\$ 2,400.00	\$600.00	\$ 1,200.00	\$1,500.00	\$ 3,000.00	\$1,862.05	\$ 3,724.10	\$2,014.18	\$ 4,028.36
10	5	EA	Reconnect long side water service & reconnect	\$1,900.00	\$ 9,500.00	\$900.00	\$ 4,500.00	\$2,000.00	\$ 10,000.00	\$2,591.43	\$ 12,957.15	\$3,009.69	\$ 15,048.45
11	5	EA	Plug & abandon existing 10" water main	\$2,000.00	\$ 10,000.00	\$650.00	\$ 3,250.00	\$2,500.00	\$ 12,500.00	\$1,763.29	\$ 8,816.45	\$1,885.65	\$ 9,428.25
12	1.3	TON	Furnish and install Fittings	\$4,000.00	\$ 5,200.00	\$500.00	\$ 650.00	\$12,000.00	\$ 15,600.00	\$15,780.62	\$ 20,514.81	\$9,431.83	\$ 12,261.38
13	105	SY	Open Cut and Repair Asphalt Pavement	\$100.00	\$ 10,500.00	\$85.00	\$ 8,925.00	\$80.00	\$ 8,400.00	\$114.02	\$ 11,972.10	\$170.06	\$ 17,856.30
14	10	LF	Open Cut and Repair Concrete Curb and Gutter	\$100.00	\$ 1,000.00	\$75.00	\$ 750.00	\$200.00	\$ 2,000.00	\$383.90	\$ 3,839.00	\$231.77	\$ 2,317.70
15	71	SY	Open Cut and Repair Concrete Pavement	\$105.00	\$ 7,455.00	\$110.00	\$ 7,810.00	\$130.00	\$ 9,230.00	\$319.40	\$ 22,677.40	\$123.09	\$ 8,739.39
16	70	LF	Open Cut and Repair 12" Laydown Curb	\$100.00	\$ 7,000.00	\$75.00	\$ 5,250.00	\$50.00	\$ 3,500.00	\$193.46	\$ 13,542.20	\$69.00	\$ 4,830.00
17	1	LS	Hydrostatic testing & sterilization	\$2,000.00	\$ 2,000.00	\$500.00	\$ 500.00	\$4,000.00	\$ 4,000.00	\$5,000.00	\$ 5,000.00	\$8,640.00	\$ 8,640.00
TOTAL AMOUNT BASE BID + ADDITIVE ALTERNATE				\$ 553,508.00		\$ 627,303.00		\$ 641,775.00		\$ 691,190.68		\$ 638,460.46	
												error found	
HAYES ENGINEERING, INC. TEXAS REGISTERED ENGINEERING FIRM F-1465													
 7-23													
STANLEY R. HAYES, P.E. PRINCIPAL													



TO: City Council
DATE: March 23, 2023
ITEM #: 8.B
SUBJECT: Consider approval of an agreement with U.S. Underwater Services for removal of sediment and silt at the intake chambers of the Raw Water Pump Station

Recommendation for Action: Approval for removal of sediment and silt at intake chambers of the Raw Water Pump Station

Executive Summary:

I am requesting the above to be considered at the March 23, 2023 Council Meeting for due to the fact that the cost proposal to perform the work plus contingency is \$80,760.

History of the facility at Big Cypress Bayou:

The current raw water intake station which is located on the Big Cypress Bayou off of Pump Station Road in Uncertain, TX was constructed in 2000 to replace the existing intake facility that was about 50 years old. As part of the construction, a single intake chamber was built which is how the raw water from Big Cypress enters into the facility prior to it being fed to the water plant on East End Boulevard. Since the time it was placed in service until now, no effort has been made to inspect or remove any buildup of sediment and silt that has made its way into the intake chamber. As a result of this, a significant amount of sediment and silt, approximately 4 to 5 feet based on a dive inspection conducted in 2020, has been building up and is adversely affecting the raw water pumps. During that initial inspection the diving company attempted to begin the process of removing the sediment and silt through a vacuum process, but encountered significant freshwater snail and clam shells that were impacting the rubber bladders of their vacuum pumps. Also, it was determined that the sediment layer was substantially harder than originally thought almost to the consistency of concrete. The project was put on hold while an alternative solution was researched and developed.

While at the annual Texas Public Works conference in June of 2022, I came across Will Trejo from U.S. Underwater Services and discussed this project with him at length. After sending him the facility plans he was able to prepare a quote for the work in the amount of \$67,300. Unfortunately, due to other higher priority projects within the water production division, we were not able to bring this request to the City Council in 2022.

I am now requesting approval to accept the proposal from U.S. Underwater Services for the removal of all sediment and silt from the intake chamber at the raw water facility for the amount of \$80,760 which includes a 20% contingency for any changes to the original scope or added days depending on what is actually found in the chambers. The City of Marshall will construct the holding lagoon for the wet materials using City crews.

Once this work is completed, we will develop an annual inspection of the intake chamber and determine a cleanout program based on how much sediment and silt returns on an annual basis but at a minimum of every four (4) years.

Budget Cost: \$80,760.00

Staff Contact: Eric Powell, Director of Public Works

Attachments: 1. Quote - Sediment Cleaning



CONSOR Engineers, LLC
dba U.S. Underwater
123 Sentry Drive, Mansfield, TX 76063
P: 800 860 2178 | F: 817 447 0021

Service Quote

Account Name	City of Marshall	Date	3/13/2023
Contact Name	Eric Powell	Prepared By	Will Trejo
Email	powell.eric@marshalltexas.net	Email	will.trejo@usunderwaterservices.com
Quote Number	00010639	Quote Name	Intake Cleaning- 2023
		Expiration Date	4/30/2023

Product	Line Item Description	Sales Price	Quantity	UOM	Total Price
Daily Labor Rate	(1) 5'x30' Section- Up to 10 hours	\$4,650.00	3.00	day	\$13,950.00
Dive Gear	(1) 5'x30' Section- Shallow air package, hydraulic package, jack hammer, trash pumps, tripod, 185 air compressor	\$1,800.00	3.00	day	\$5,400.00
Daily Labor Rate	(2) 15'x30' Section- Up to 10 hours	\$4,650.00	5.00	day	\$23,250.00
Dive Gear	(2) 15'x30' Section- Shallow air package, hydraulic package, jack hammer, trash pumps, tripod, 185 air compressor	\$1,800.00	5.00	day	\$9,000.00
Daily Labor Rate	2'x5' Section- Up to 10 hours	\$4,650.00	2.00	day	\$9,300.00
Dive Gear	2'x5' Section- Shallow air package, hydraulic package, jack hammer, trash pumps, tripod, 185 air compressor	\$1,800.00	2.00	day	\$3,600.00
Hourly Overtime Rate	Will bill \$500/hour if onsite over 10 hours	\$500.00	1.00	hour	\$0.00
Mobilization/Demobilization		\$1,400.00	2.00	trip	\$2,800.00

Estimated Total Project Cost

Total Price \$67,300.00

Total Price is based off our best, good faith evaluation of the effort required to complete the scope of work given the information available at the time of the quote. We reserve the right to adjust prices due to changes in the work scope, errors or omission of information.

Description T&M pricing for divers to clean Big Cypress Bayou pump station; discharge into lagoon by building. Project duration will depend on sediment depth/mineral buildup. USU will bill for actual # of days onsite.

Standard Terms & Conditions

CLARIFICATIONS

CONTRACTOR proposal is contingent upon availability of personnel and equipment. CONTRACTOR proposal is based upon successful negotiation of a mobilization schedule defining the window for mobilization.

This quote reflects our best estimate for the number of days onsite. COMPANY will be billed for each day on site, a minimum of 10 hours per day.

Additional materials (other than permanent installation materials) provided at COMPANY request for work beyond the scope of CONTRACTOR proposal will be charged at cost plus 20%.

Third party equipment and services, other than services listed herein, will be quoted on a "per request" basis.

All work will be conducted in accordance with AWWA Standards, OSHA, USACE, and Association of Diving Contractor's current guidelines and regulations.

CONTRACTOR superintendent will consult with the client representative on the final decision regarding safe working conditions. COMPANY will be asked to inspect and accept all work at the time of demobilization. Failure to inspect CONTRACTORS work shall imply acceptance of all work. If any inspection requires the work to be dismantled and no defects are found, the COMPANY shall bear the actual expense of dismantling, repairing, and replacing the dismantled portion of the work. If a defect is discovered, the CONTRACTOR shall bear the expense of dismantling, repairing, and replacing the work and restoring it to its proper condition.

CONTRACTOR warrants its own workmanship only and will not be held liable for materials, equipment or services provided by third parties. All such third parties will be subject to prior approval by the COMPANY.

CONTRACTOR quoted rates for personnel and equipment will be effective from the date of arrival onsite through the date of demobilization. Equipment rates are based on a 24-hour day. Any part of a calendar day will be billed as a full day. CONTRACTOR proposal excludes the responsibility for excessive water turbidity, which causes undesirable video capabilities. CONTRACTOR requires a minimum of 24" X 24" hatch to enter confined spaces.

CONTRACTOR proposal is not inclusive of down time due to weather.

Payment terms are Net 30; credit card payment is accepted with an additional 4% processing fee.

Sediment that is being discharged into a storm drain or waterway will be de-chlorinated prior to disposal.

Unless otherwise specified, pricing does not include site specific training. If a pre-project orientation/training is required to access the site, COMPANY must notify CONTRACTOR prior to quote acceptance. Additional charges may apply for site specific orientation/training.

OVERTIME POLICY. The daily time tickets signed by the COMPANY Representative in the field will serve as the primary instrument for payroll calculation and billing information.

Overtime is charged for onsite work over 10 hours per day. Personnel time starts when crew reports to the client's designated work site. All work and mobilization conducted on nationally recognized holidays will be billed at 2x on labor only.

EPOXY CLAUSE. Epoxy repair requires water temperature to be above 40 degrees F. Aquatopoxy is a two-part epoxy which requires a minimum of [2] gallons per facility. Syntho-steel is a solid stick that requires a minimum of [1] stick per facility. Even though these are extremely durable products, this type of repair is considered temporary. There are no warranties or guarantees offered on epoxy repair work.

PRESSURE WASH CLAUSE. CONTRACTOR will not be responsible for overspray due to exterior pressure washing. This includes dirt or debris that may encounter nearby buildings, homes, vehicles, or other assets. It is the responsibility of the COMPANY to coordinate the scheduling of pressure wash work with those that may be affected around the worksite. Unless otherwise noted, COMPANY will be responsible for providing gasket material to re-seal manways.

STANDARD OF CARE. USU will perform its Services using the care and skill ordinarily exercised by professionals performing similar services under similar conditions in the same or similar locality as Project.

INSURANCE. USU shall procure and maintain insurance as follows: Worker's compensation and employer's liability as required by applicable law; comprehensive general liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); professional liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); and automobile liability (\$1,000,000 - combined single limit).

LIMITATION OF CONSEQUENTIAL DAMAGES & LIABILITY. USU shall not be liable to Client for, and Client waives entitlement to and recovery of, consequential damages against USU however caused. USU's total liability to Client for any and all liability arising out of related to this Agreement and/or the services performed by USU, whether in contract, tort, indemnity, or any other cause of action or theory of liability, shall not exceed the available proceeds of USU's insurance. The foregoing limitations shall survive expiration and/or termination of the Agreement.

I CERTIFY THAT I HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS OF THIS SERVICE QUOTE

Quote Acceptance Information

Signature _____

Title _____

Printed Name _____

Date _____

Purchase Order # _____ Please provide copy of purchase order, if applicable.



TO: City Council
DATE: March 23, 2023
ITEM #: 9.A
SUBJECT: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

Recommendation for Action: Convene in an executive session

Executive Summary: Discussion regarding matters related to the purchase, exchange, lease, sale or value of real property.

Budget Cost: N/A

Staff Contact: Terrell Smith, City Manager

Attachments: None