

**Council Chambers, City Hall**  
401 South Alamo  
Marshall, TX 75670  
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

**PLEASE SILENCE ALL DEVICES**  
**REGULAR CITY COUNCIL MEETING**  
**August 10, 2023**  
**6:00 PM**

**1. Call to Order and Roll Call**

**2. Invocation and Pledges**

**3. Presentations & Proclamations**

- A. Recognition of the Keep Marshall Beautiful July and August 2023 Beautification Award winners. (Community Services)

**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 Items to be Withdrawn From Consent Agenda**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 July 13, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of the purchase of a John Deere cab utility tractor with attachments for the Wastewater Treatment Plant. (Public Works)
- C. Consider approval of a purchase order in excess of \$50,000 for a bypass pump rental from Red River Pump Specialists. (Public Works)
- D. Consider approval to enter into a professional services agreement with Hayes Engineering - T&P Stormwater Project. (Public Works)
- E. Consider approval of a resolution to accept a grant from the National Fitness Council for Fitness Court in City Park. (Support Services)

- F. Consider approval of a resolution authorizing an annexation, service, and development agreement between the City of Marshall, Texas and the Marshall Economic Development Corporation. (Marshall EDC)

**7. Consideration of Items Withdrawn From the Consent Agenda**

**8. Public Hearing**

- A. Conduct a public hearing and consider approval of a petition to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit: All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision. (Marshall EDC)
- B. Conduct a public hearing and consider approval of a petition to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit: Tract 1: all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, Tract 2: a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, Tract 3: 27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, being further described as Tax Account No. ROOOOI 1757, Tract 4: any and all portions of the Marshall Industrial Park Unit I and Unit 2 owned by the Marshall Economic Development Corporation. (Marshall EDC)

**9. 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, 2024. (Public Works)
- B. Consider approval of an ordinance annexing the hereinafter described territory to the City of Marshall, Harrison County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City; and adopting a service plan or agreement.
- C. Consider approval of an ordinance annexing the hereinafter described territory to the City of Marshall, Harrison County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City; and adopting a service plan or agreement.

**10. City Manager Reports and Requests for City Council Consideration**

- A. Discussion regarding fiscal year 2024 budget. (Finance)

**11. Adjournment**

Posted: N. Smith  
August 7, 2023  
5:00 PM

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: August 10, 2023  
ITEM #: 3.A  
SUBJECT: Recognition of the Keep Marshall Beautiful July and August  
: 2023 Beautification Award winners. (Community Services)

**Recommendation for Action:** Recognize recipients of the July and August 2023 Keep Marshall Beautiful Beautification Awards.

**Executive Summary:** The Keep Marshall Beautiful Board has selected the following property winners for the July and August 2023 Beautification Awards. Representatives from the Keep Marshall Beautiful board presented both winners with a \$50 gift card to Lowe's.

### **JULY 2023 BEAUTIFICATION AWARD WINNERS**

**Residential:** Carin (New Town Neighborhood)

Represented by Leo Morris (District 2) and Amanda Abraham (District 6)

**Commercial:** Willow Salon + Color Bar (1407 Houston St.)

Represented by Jennifer Truelove (District 3) and Amanda Abraham (District 6)

### **AUGUST 2023 BEAUTIFICATION AWARD WINNERS**

**Residential:** LaSonia Smith (1000 Summit St.)

Represented by Marvin Bonner (District 1) and Micah Fenton (District 7)

**Commercial:** Pietro's Pizza (101 W. Austin St.)

Represented by Leo Morris (District 2) and Amanda Abraham (District 6)

The community may submit nominations for Keep Marshall Beautiful residential and commercial awards by completing an online form on the city's website or by using this link:  
<https://tinyurl.com/kmbaward>

**Budget Cost:** N/A

**Staff Contact:** Anna Lane, Director of Community Services

**Attachments:** None



TO: City Council  
DATE: August 10, 2023  
ITEM #: 6.A  
SUBJECT: Consider approval of the minutes from the July 13, 2023  
Regular Council meeting. (City Secretary)

**Recommendation for Action:** Consider approval of the minutes from the July 13, 2023 Regular Council meeting.

**Executive Summary:** Minutes from the Regular meeting held on July 13, 2023.

**Budget Cost:** N/A

**Staff Contact:** Nikki Smith, City Secretary

**Attachments:** 1. 7-13-23 minutes

**Council Chambers, City Hall**  
401 South Alamo  
Marshall, TX 75670  
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

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**July 13, 2023**  
**6:00 PM**

**1. Call to Order and Roll Call**

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 06:05 PM.

**PRESENT:**

**Mayor and Council Members:**

Mayor Amy Ware  
Councilmember Marvin Bonner  
Councilmember Leo Morris  
Councilmember Reba Godfrey  
Councilmember Amanda Abraham  
Councilmember Micah Fenton

**ABSENT:** Councilmember Jennifer Truelove (Motion to Excuse: Bonner Seconded: Godfrey Vote: 6:0)

**ADMINISTRATIVE STAFF PRESENT:**

|                                                 |                                 |
|-------------------------------------------------|---------------------------------|
| Terrell Smith, City Manager                     | Reggie Cooper, Fire Chief       |
| Cliff Carruth, Police Chief                     | Dawn Jones, Finance Director    |
| Eric Powell, Public Works Director              | Scott Rectenwald, City Attorney |
| Anna Lane, Community Services Director          |                                 |
| Randy Pritchard, Support Services Director      |                                 |
| Nikki Smith, City Secretary/Payroll Accountant  |                                 |
| Garnett Johnson, Community Development Director |                                 |

**2. Invocation and Pledges**

Mayor Ware

**3. 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.

**4. Items to be Withdrawn From Consent Agenda**

There were no items withdrawn from the 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.

**Councilmember Fenton made a motion to approve the Consent Agenda.**

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

- A. Consider approval of the minutes from the June 26, 2023 Special-Called Council meeting.

**6. Consideration of Items Withdrawn From the Consent Agenda**

There were no items withdrawn from the Consent Agenda.

**7. Ordinance**

- A. Consider an ordinance authorizing the issuance and sale of Combination Tax and Surplus Revenue Certificates Of Obligation, Taxable Series 2023 for funding a flood management project.

Dawn Jones, Finance Director, introduced John Martin, Hilltop Securities, who provided information regarding an ordinance authorizing the issuance and sale of City of Marshall, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023 for funding a flood management project; awarding sale of said certificates of obligation; and enacting other provisions relating thereto. John Martin stated the total amount issued would be \$2,050,000 with an interest rate of zero percent.

**Councilmember Godfrey made a motion to approve an ordinance authorizing the issuance and sale of Combination Tax and Surplus Revenue Certificates Of Obligation, Taxable Series 2023 for funding a flood management project.**

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

**8. Resolution**

**Items 8A & 8B were taken out of order.**

- A. Consider and act on a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

Eric Powell, Public Works Director, provided information regarding the Capital Improvement Program projects, including improvements to the parks and arena, streetscaping, drainage, etc.

Cliff Carruth, Police Chief, and Reggie Cooper, Fire Chief, provided information regarding the need for an updated radio system.

Cliff Carruth provided information regarding infrastructure improvements needed at the Police Department.

Randy Pritchard, Support Services, provided information regarding needed improvements and upgrades to Airport Park, City Park, and playground equipment within the various City parks. Randy Pritchard also explained the infrastructure improvements needed at the City Arena.

Dawn Jones provided information regarding the need for an updated water metering system.

Terrell Smith, City Manager, and Dawn Jones provided information regarding various scenarios for borrowing different amounts and the effect on the tax rate.

Terrell Smith asked for approval of a resolution directing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation for the maximum amount of \$20,000,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with the planning, acquisition, design, and construction of (i) convention center roofing, HVAC and renovations; (ii) fire stations and fire facility improvements and fire apparatus; (iii) police department improvements consisting of parking and expanding the Emergency Command Center & Training Room; (iv) information technology and public safety communication upgrades; (v) municipal administrative building improvements; (vi) fleet fuel facility; (vii) arena improvements consisting of drainage, parking and electrical upgrades; (viii) park and recreational facility improvements; (ix) street and road improvements including related lighting, signage and streetscape improvements; (x) drainage and detention pond improvements; (xi) water system meters and (xii) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects.

Terrell Smith stated approval of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation for the maximum amount of \$20,000,000 would allow the Council to consider all options presented. Terrell Smith stated his recommendation would be to issue the Certificates of Obligation for \$13,200,000 for the projects provided in Scenario A with no impact on the tax rate.

Councilmembers asked questions and discussed.

**Councilmember Fenton made a motion to approve a resolution directing publication of notice of intention to issue Combination Tax and Revenue Certificates of Obligation. Councilmember Bonner seconded the motion, which passed by a vote of 6:0.**

- B. Consider a resolution approving the execution and delivery of a grant agreement for flood infrastructure improvements; and resolving other matters relating to the subject. John Martin asked for approval of a resolution regarding the execution and delivery of a Grant Agreement for flood infrastructure improvements, and resolving matters relating to the subject. The City of Marshall, Texas has received approval from the Texas Water Development Board (TWDB) for financial assistance from TWDB to the City in the amount of \$3,155,650, consisting of the City's Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023, in the amount of \$2,050,000, and Grant in the

amount of \$1,105,650. John Martin reminded the Council that the grant amount does not have to be paid back.

**Councilmember Godfrey made a motion to approve a resolution regarding the execution and delivery of a Grant Agreement for flood infrastructure improvements, and resolving other matters relating to the subject.**

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

**9. City Manager Reports and Requests for City Council Consideration**

- A. Consider approval of a contract with Motorola for a digital radio system. Randy Pritchard, Support Services Director, asked for approval of a contract with Motorola for a digital radio system at a cost of \$6,095,117. This system will resolve the issues of inconsistent coverage and interoperability capabilities City Staff has experienced with the older system and includes new radios and dispatch consoles.

Councilmembers asked questions and discussed.

**Councilmember Godfrey made a motion to approve a contract with Motorola for a digital radio system. Councilmember Morris seconded the motion, which passed by a vote of 6:0.**

**10. Adjournment**

**Councilmember Godfrey made a motion for adjournment. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.**

APPROVED:

---

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

ATTEST:

---

City Secretary



TO: City Council  
DATE: August 10, 2023  
ITEM #: 6.B  
SUBJECT: Consider approval of the purchase of a John Deere cab utility tractor with attachments for the Wastewater Treatment Plant. (Public Works)

**Recommendation for Action:** Tractor purchase for Wastewater Treatment Plant

**Executive Summary:** I am requesting approval for the purchase of a new John Deere 5075E cab utility tractor for the Wastewater Treatment Plant. The tractor will be purchased from local vendor, United Ag & Turf, using Sourcewell as our co-op of choice. This tractor will be used to clean and repair the drying beds; brush hogging at the plant; loading/unloading pumps, motors, and other equipment; loading/unloading the service platform into and out of the Clarifiers for removal of vegetation; and any other job tasks, as needed.

Equipment summary and cost are as follows:

|                                       |                    |
|---------------------------------------|--------------------|
| John Deere 5075E Cab Utility Tractor: | \$ 49,803.46       |
| John Deere 520M Loader:               | \$ 5,787.40        |
| John Deere RC6M Lift Type             |                    |
| Rotary Cutter 540 RPM PTO:            | \$ 3,638.88        |
| Fontier AP12G Fixed Pallet Fork:      | <u>\$ 1,627.70</u> |
| <b>TOTAL COST:</b>                    | <b>\$60,857.44</b> |

This item was approved in the 2023 budget for the amount of \$67,000 (total funded for equipment and machinery was \$144,000). Thank you for your consideration of this request.

**Budget Cost:** \$60,857.44

**Staff Contact:** Eric Powell, Director of Public Works

**Attachments:** 1. John Deere Tractor Cost Quote

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
903-938-8891  
MarshallJD@unitedagt.com

**Quote Summary****Prepared For:**

CITY OF MARSHALL PUBLIC WORKS  
605 E END BLVD S  
MARSHALL, TX 75670  
Business: 903-935-4485  
jamescwillis52@gmail.com

**Delivering Dealer:**

**United Ag & Turf**  
Garrett Hestand  
6005 East End Blvd South  
Marshall, TX 75672  
Phone: 903-938-8891  
garretthestand@unitedagt.com

SOURCEWELL MEMBER # 140096  
MAKE PAYMENTS TO UNITED AG & TURF

**Quote ID:** 29223168  
**Created On:** 13 July 2023  
**Last Modified On:** 13 July 2023  
**Expiration Date:** 31 July 2023

**Equipment Summary**

**Selling Price Qty Extended**

JOHN DEERE 5075E Cab Utility  
Tractor

\$ 49,803.46 X 1 = \$ 49,803.46

**Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23)  
**Price Effective Date:** July 12, 2023

JOHN DEERE 520M Loader

\$ 5,787.40 X 1 = \$ 5,787.40

**Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23)  
**Price Effective Date:** July 12, 2023

JOHN DEERE RC6M LIFT TYPE  
ROTARY CUTTER 540 RPM PTO

\$ 3,638.88 X 1 = \$ 3,638.88

**Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23)  
**Price Effective Date:** July 12, 2023

Frontier AP12G - Fixed Pallet Fork  
(Loaders with Global Carrier)

\$ 1,627.70 X 1 = \$ 1,627.70

**Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23)  
**Price Effective Date:** July 12, 2023

**Equipment Total**

**\$ 60,857.44**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 60,857.44

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential



**JOHN DEERE**

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
US

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
903-938-8891  
MarshallJD@unitedagt.com

---

|                    |                     |
|--------------------|---------------------|
| Trade In           |                     |
| SubTotal           | <b>\$ 60,857.44</b> |
| Est. Service       | \$ 0.00             |
| Agreement Tax      |                     |
| Total              | \$ 60,857.44        |
| Down Payment       | (0.00)              |
| Rental Applied     | (0.00)              |
| <b>Balance Due</b> | <b>\$ 60,857.44</b> |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



JOHN DEERE

# Selling Equipment

Quote Id: 29223168

Customer Name: CITY OF MARSHALL PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
903-938-8891  
MarshallJD@unitedagt.com

## JOHN DEERE 5075E Cab Utility Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag 110719-JDC (PG BA CG 23)

Selling Price \*

Price Effective Date: July 12, 2023

\$ 49,803.46

\* Price per item - includes Fees and Non-contract items

| Code                               | Description                                          | Qty | List Price          | Discount% | Discount Amount    | Contract Price      | Extended Contract Price |
|------------------------------------|------------------------------------------------------|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 08C1LV                             | 5075E Cab Utility Tractor                            | 1   | \$ 43,675.00        | 14.00     | \$ 6,114.50        | \$ 37,560.50        | \$ 37,560.50            |
| <b>Standard Options - Per Unit</b> |                                                      |     |                     |           |                    |                     |                         |
| 183A                               | JDLink™ Capable                                      | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 0202                               | United States                                        | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 0409                               | English Operator's Manual                            | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 0500                               | Less Package                                         | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 1381                               | PowrReverser™ 12F/12R Transmission with 540/540E PTO | 1   | \$ 3,288.00         | 14.00     | \$ 460.32          | \$ 2,827.68         | \$ 2,827.68             |
| 1725                               | Loader Prep Package                                  | 1   | \$ 1,732.00         | 14.00     | \$ 242.48          | \$ 1,489.52         | \$ 1,489.52             |
| 2050                               | Standard Cab                                         | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 3310                               | Single Mechanical Stackable Rear SCV                 | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 3420                               | Dual Mid Valves with Mechanical Joystick Control     | 1   | \$ 1,427.00         | 14.00     | \$ 199.78          | \$ 1,227.22         | \$ 1,227.22             |
| 5185                               | 16.9-28 In. 6PR R1 Bias                              | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 6040                               | Mechanical Front Wheel Drive (MFWD)                  | 1   | \$ 6,502.00         | 14.00     | \$ 910.28          | \$ 5,591.72         | \$ 5,591.72             |
| 6111                               | 11.2-24 10PR R1 Bias                                 | 1   | \$ 1,287.00         | 14.00     | \$ 180.18          | \$ 1,106.82         | \$ 1,106.82             |
| <b>Standard Options Total</b>      |                                                      |     | <b>\$ 14,236.00</b> |           | <b>\$ 1,993.04</b> | <b>\$ 12,242.96</b> | <b>\$ 12,242.96</b>     |
| <b>Value Added Services Total</b>  |                                                      |     | <b>\$ 0.00</b>      |           |                    | <b>\$ 0.00</b>      | <b>\$ 0.00</b>          |
| <b>Total Selling Price</b>         |                                                      |     | <b>\$ 57,911.00</b> |           | <b>\$ 8,107.54</b> | <b>\$ 49,803.46</b> | <b>\$ 49,803.46</b>     |

## JOHN DEERE 520M Loader



**JOHN DEERE**

# Selling Equipment

Quote Id: 29223168

Customer Name: CITY OF MARSHALL PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
903-938-8891  
MarshallJD@unitedagt.com

## Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: Sourcewell Ag 110719-JDC (PG BA CG 23)

\$ 5,787.40

Price Effective Date: July 12, 2023

\* Price per item - includes Fees and Non-contract items

| Code                        | Description                                                                      | Qty | List Price   | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|-----------------------------|----------------------------------------------------------------------------------|-----|--------------|-----------|-----------------|----------------|-------------------------|
| 14B0P                       | 520M Loader                                                                      | 1   | \$ 9,593.00  | 24.00     | \$ 2,302.32     | \$ 7,290.68    | \$ 7,290.68             |
| Standard Options - Per Unit |                                                                                  |     |              |           |                 |                |                         |
| 0202                        | United States                                                                    | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 0409                        | English                                                                          | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 0500                        | Less package                                                                     | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 1995                        | Less mounting frame                                                              | 1   | \$ -1,541.00 | 24.00     | \$ -369.84      | \$ -1,171.16   | \$ -1,171.16            |
| 2510                        | 520M Standard Farm Loader, Non-Self-Leveling (NSL) - Two-function                | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 4547                        | Two-function hoses and parts with Quick Coupler Connection (individual couplers) | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 5995                        | Less hood guard                                                                  | 1   | \$ -437.00   | 24.00     | \$ -104.88      | \$ -332.12     | \$ -332.12              |
| 6995                        | Less ballast box                                                                 | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 7610                        | Global carrier                                                                   | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| 8210                        | 1850-mm (73-in.) global materials bucket                                         | 1   | \$ 0.00      | 24.00     | \$ 0.00         | \$ 0.00        | \$ 0.00                 |
| Standard Options Total      |                                                                                  |     | \$ -1,978.00 |           | \$ -474.72      | \$ -1,503.28   | \$ -1,503.28            |
| Total Selling Price         |                                                                                  |     | \$ 7,615.00  |           | \$ 1,827.60     | \$ 5,787.40    | \$ 5,787.40             |

## JOHN DEERE RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO

### Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: Sourcewell Ag 110719-JDC (PG BA CG 23)

\$ 3,638.88

Price Effective Date: July 12, 2023

\* Price per item - includes Fees and Non-contract items



JOHN DEERE

# Selling Equipment

Quote Id: 29223168

Customer Name: CITY OF MARSHALL PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
6005 East End Blvd South  
Marshall, TX 75672  
903-938-8891  
MarshallJD@unitedagt.com

| Code                               | Description                              | Qty | List Price         | Discount% | Discount Amount    | Contract Price     | Extended Contract Price |
|------------------------------------|------------------------------------------|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| 22K4P                              | RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO | 1   | \$ 4,788.00        | 24.00     | \$ 1,149.12        | \$ 3,638.88        | \$ 3,638.88             |
| <b>Standard Options - Per Unit</b> |                                          |     |                    |           |                    |                    |                         |
| 0202                               | United States                            | 1   | \$ 0.00            | 24.00     | \$ 0.00            | \$ 0.00            | \$ 0.00                 |
| <b>Standard Options Total</b>      |                                          |     | <b>\$ 0.00</b>     |           | <b>\$ 0.00</b>     | <b>\$ 0.00</b>     | <b>\$ 0.00</b>          |
| <b>Total Selling Price</b>         |                                          |     | <b>\$ 4,788.00</b> |           | <b>\$ 1,149.12</b> | <b>\$ 3,638.88</b> | <b>\$ 3,638.88</b>      |

## Frontier AP12G - Fixed Pallet Fork (Loaders with Global Carrier)

**Equipment Notes:**

**Hours:**

**Stock Number:**

**Selling Price \***

**Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23)

**\$ 1,627.70**

**Price Effective Date:** July 12, 2023

\* Price per item - includes Fees and Non-contract items

| Code                               | Description                                             | Qty | List Price         | Discount% | Discount Amount  | Contract Price     | Extended Contract Price |
|------------------------------------|---------------------------------------------------------|-----|--------------------|-----------|------------------|--------------------|-------------------------|
| 21B1XF                             | AP12G - Fixed Pallet Fork (Loaders with Global Carrier) | 1   | \$ 1,905.00        | 18.00     | \$ 342.90        | \$ 1,562.10        | \$ 1,562.10             |
| <b>Standard Options - Per Unit</b> |                                                         |     |                    |           |                  |                    |                         |
| 0202                               | United States                                           | 1   | \$ 0.00            | 18.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 0409                               | English                                                 | 1   | \$ 0.00            | 18.00     | \$ 0.00          | \$ 0.00            | \$ 0.00                 |
| 1010                               | 48 in. Pallet Tine                                      | 1   | \$ 80.00           | 18.00     | \$ 14.40         | \$ 65.60           | \$ 65.60                |
| <b>Standard Options Total</b>      |                                                         |     | <b>\$ 80.00</b>    |           | <b>\$ 14.40</b>  | <b>\$ 65.60</b>    | <b>\$ 65.60</b>         |
| <b>Total Selling Price</b>         |                                                         |     | <b>\$ 1,985.00</b> |           | <b>\$ 357.30</b> | <b>\$ 1,627.70</b> | <b>\$ 1,627.70</b>      |



TO: City Council  
DATE: August 10, 2023  
ITEM #: 6.C

SUBJECT: Consider approval of a purchase order in excess of \$50,000 for a bypass pump rental from Red River Pump Specialists.  
(Public Works)

**Recommendation for Action:** Requesting approval of a purchase order in excess of \$50,000 for a bypass pump rental from Red River Pump Specialists to be placed at the Wastewater Treatment Plant.

**Executive Summary:** The City is in need of a rental bypass pump for the overflow chamber at the Wastewater Treatment Plant as the current rail and pump system within the overflow chamber are being redesigned and rebuilt. The bypass pump handles all the additional flow the plant receives during periods of heavy rain and pumps the flow into the existing overflow basin.

**Budget Cost:** \$75,000

**Staff Contact:** Cory Owen, Assistant Director - Treatment Services

**Attachments:** 1. WWTP Pump Rental Invoice

# RED RIVER PUMP SPECIALISTS

1555 Wells Island Rd.  
Shreveport, LA 71107  
Tel: (318) 459-1131  
Fax: (318) 459-1132

## Rental Rebill Invoice

Page: 1

Invoice Number: 0869099  
Invoice Date: 6/29/2023  
Contract: 0014514

RECEIVED  
JUL 10 2023  
CITY OF MARSHALL  
PUBLIC WORKS DEPT.

### Billing Cycle

6/14/2023 7/11/2023

Bill To: 0000056  
City of Marshall  
P.O. Box 698  
Marshall, TX 75671

Ship To Address:  
CITY OF MARSHALL  
Marshall WWTP  
Marshall, TX 75671

Customer PO:

Ship Via:

Confirm To:

Matt Rynnel 903.930.8509

Terms:

Net 30

| Item Number | Description                 | On Rent | Unit Price | Extension |
|-------------|-----------------------------|---------|------------|-----------|
| CD300M      | Cornell 12 NNT Pump         | 1       |            | 5,400.00  |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
|             | Serial Number: R1210        |         |            |           |
| 10STR       | 12" QD Strainer             | 1       |            | 0.00      |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| 1210QDP     | 12" X 10' Godwin QD Pipe    | 21      |            | 3,780.00  |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| 12FLANGE    | 12" QD FM x 12" Vic fitting | 2       |            | 216.00    |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| 12BEND      | 12" Bend 90 QD              | 3       |            | 297.00    |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| 1250DH      | 12" x 50' Vic Discharge     | 5       |            | 2,250.00  |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| MISC        | 12" Vic Clamps NC           | 6       |            | 0.00      |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| 1210SH      | 12" X 10' QD Suction Hose   | 6       |            | 2,430.00  |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |
| ACGODWIN12V | Prime Guard Float Controls  | 1       |            | 225.00    |
| Billed from | 6/14/2023 7/11/2023         |         |            |           |

RECEIVING SLIP - DATE

P.O. #

DEPT.

Pw/WWTP

VENDOR #

75364

ACCT. #

70-0478-20-41 CFRG

REC'D BY

APP'D BY

EXP 7-11-23  
(DEPT. SUPERVISOR)

WWTP Emergency  
Bar Screen pump rental

All balances past due may be subject to a 1.5% late fee.

Net Order: 14,598.00  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
Order Total: 14,598.00



TO: City Council  
DATE: August 10, 2023  
ITEM #: 6.D  
SUBJECT: Consider approval to enter into a professional services agreement with Hayes Engineering - T&P Stormwater Project. (Public Works)

**Recommendation for Action:** Request approval to enter into a professional services agreement with Hayes Engineering - T&P Stormwater Project

**Executive Summary:** This agreement is for the design phase of the T&P Stormwater project that is being funded through TWDB. This work will complete the overall design of the project including environmental review, permit preparation, mitigation plans and final construction documents. The initial concept design was completed in 2020 and submitted to the TWDB for approval under the Flood Improvement Funds program and was awarded funding in 2022. Some of the remaining items are completion of stormwater basin design including the dam and spillway, developing a complete environmental review of the area and submittal to the Army Corps of Engineers for review and permit approval, development of any mitigation areas based on Corps review and then final completion of all construction documents and bidding. All related expenses for this work order are funded through the TWDB FIF program.

**Budget Cost:** \$409,500

**Staff Contact:** Eric Powell

**Attachments:**

1. 20230810 AGREEMENT ENG
2. 20230810 WORK ORDER

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made, entered into and executed this the 10th **day of August, 2023**, by and between the **City of Marshall, Texas**, hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and **Hayes Engineering, Inc.**, hereinafter called the "Engineer", acting herein, by and through one of its officers, who is duly authorized by the Engineer, for engineering services for **City of Marshall – Parker Creek Detention Pond**. Such improvements are hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### SECTION I - EMPLOYMENT OF ENGINEER

In the event of the employment by Owner of the Engineer and the Engineer's agreement to perform services in connection with any of the construction work and related improvements anticipated herein, the Owner agrees to pay to the Engineer compensation as hereinafter provided. The parties acknowledge that Owner is under no obligation to Engineer to offer such employment but is free to employ any other engineer for the performance of the anticipated project work irrespective of whether this contract has been terminated in accordance with Section XI. The Engineer will be compensated for any and all preliminary work performed to develop the project in accordance with the schedule of fees or hourly rates contained in the appropriate work order in accordance with Section II.

### SECTION II - WORK ORDERS

The total of all work to be performed under this Agreement shall be divided by the Owner and shall be authorized by the Owner in writing to the Engineer in the form of Work Orders. Such Work Orders shall be serially numbered and dated, shall set forth in reasonable detail the scope and limitation of the engineering services desired by the Owner thereunder, and shall show the fee basis, approximate total amount of engineering fee, and approximate date of completion of the services authorized. Where applicable, Work Orders shall show the estimated cost of the construction work for which engineering services are being authorized.

The Engineer shall acknowledge receipt and acceptance of each Work Order in writing or reject same, stating the reason therefore. No commitment shall have been made by the Owner, and the Engineer is under no obligation to commence the work, until such a Work Order had been made by the Owner and accepted by the Engineer, both in writing.

### SECTION III - CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the following professional services necessary for the development of the Project.

#### A. Preliminary Phase:

1. Attend preliminary conferences with the Owner regarding the Project;
2. Prepare a preliminary engineering study, and report if applicable, on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations.

3. Furnish the Owner three (3) hard copies and one (1) digital copy of the preliminary report, if applicable.

B. Design Phase:

1. Establish the scope of any soil and foundation investigations or any special surveys and tests which may be required for design, and arrange for such work to be performed;
2. Furnish to the Owner, where applicable, the engineering data necessary for applications for routine permits required by local, State, and Federal authorities (as distinguished from detailed applications and supporting documents for government grants, planning advances, or permits);
3. Prepare detailed contract drawings and specifications for construction authorized by the Owner;
4. Prepare detailed cost estimates and bidders' proposal forms for authorized construction;
5. Furnish the Owner one (1) digital copy and three (3) sets of hard copies of plans, specifications, notice to bidders, and bidders' proposals.

#### SECTION IV - PERIOD OF SERVICE

The services called for in Section III-A (Preliminary Phase) of this Agreement shall be completed and the report, if applicable, submitted within the earliest reasonable period following the receipt by the Engineer of notice to proceed.

After receipt from the Owner of acceptance of the Preliminary Phase services, indicating any specific modification or changes in scope desired by the Owner, and upon authorization from the Owner, the Engineer will proceed with the performance of the services called for in Section III-B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for all authorized design on the Project.

This Agreement shall remain in force for a period which may reasonably be required for design of the Project, including extra work and any required extensions thereto.

The final acceptance by the Texas Water Development Board of the design of the Project shall serve as evidence of completion, on the part of the Engineer, of all design services of the Project.

#### SECTION V - COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and to be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer for use in designing and constructing the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

#### SECTION VI - BASIS OF COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive, the fees hereinafter set forth in the attached Work Order MA-22-02 for the Preliminary, Design, and Construction Phases of the work.

Payment for direct non-labor and subcontract expenses shall be reimbursed at invoice cost plus a ten percent (10%) service charge.

A. Additional Services and Charges:

Additional services to be performed by the Engineer, if authorized by the Owner, which are not included in the above described Preliminary and Design Phases, and their basis of charges are described as follows:

1. Additional Services

- a. Field surveys for preliminary and design, and other field investigations;
- b. Field layouts, and services of resident Project Representative during construction;
- c. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner;
- d. Making necessary land surveys, establishing boundaries, monuments, and preparing deed, right-of-way, and easement descriptions;
- e. Preparation of applications and supporting documents for Federal aid programs and State assistance and permits;
- f. Preparation of any required environmental impact assessments or statements.

2. Basis of Charges

An agreed lump sum, with reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a ten percent (10%) service charge;

B. Interest on Delayed Payments:

Any payments, not in dispute, not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of five percent (5%) per annum, beginning thirty (30) days from the date of the statement.

C. Services Not Included:

The Engineer's services will not include the sampling and testing of materials, such as soils, concrete, reinforcing steel, etc., as this is a service rendered by commercial testing laboratories; however, the Engineer will recommend the type and number of such tests to the Owner and recommend testing agencies to perform this function. The Engineer will assist in planning and inspection soil borings, foundation investigations, and samples and tests as may be required, in arranging for such services to be performed on behalf of the Owner, and in interpreting the results.

## SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement:

- A. The employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, gender identity, or national origin. The Employer will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual identity, gender identity, or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Employer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- B. The employee will, in all solicitations or advertisements for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identity, gender identity, or national origin.

## SECTION VIII - REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, etc., the Engineer shall be compensated for such extra services and expense, which services and expense are not to be considered as covered by the services and charges described in Sections III and IV above. Compensation for such extra services shall be as per the agreed "Schedule of Fees" plus reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a ten percent (10%) service charge.

## SECTION IX - OWNERSHIP OF DOCUMENTS

All documents, estimates, specifications, field notes, and data are the property of the Owner. Engineer may retain copies thereof for his use. Engineer may retain original drawings upon providing Owner with reproducible copies that shall become the property of Owner who may use them for any purpose Owner may choose. The Engineer is held harmless for any reproduction or use of the plans for other than their intended purpose.

## SECTION X - LIMITATION OF LIABILITY

The Owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and Subcontractors on the project, due to the Design Professional's professional negligent acts, errors or omissions such that the total aggregate liability of Hayes Engineering, Inc. to all those named shall not exceed \$250,000 or the amount of the Design Professional's fee, whichever is greater.

## SECTION XI - OWNERS RIGHT TO AUDIT

For all Work Orders issued to the Engineer, subsequent to this Agreement, which amount to \$2,500.00 or more, for work to be performed on Projects in which funds are acquired by the Owner from a State agency for Project construction, the Engineer hereby authorizes and agrees that the Owner, the State grantor agency, the Comptroller of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

## SECTION XII - TERMINATION

The Owner may terminate this Agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services performed under

agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed fee for which the reasonable value (quantum) of the services actually performed under this Agreement bear to the reasonable value of the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

THE OWNER AND THE ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the above named Engineer and has been executed on behalf of the Owner in two (2) counterparts each of equal force, on the day and year first above written.

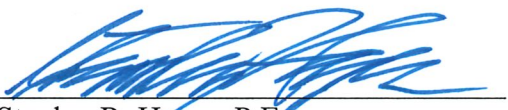
OWNER:

ENGINEER:

CITY OF MARSHALL, TEXAS

HAYES ENGINEERING, INC.

By: \_\_\_\_\_  
Terrell Smith  
City Manager

By:  \_\_\_\_\_  
Stanley R. Hayes, P.E.  
Principal

ATTEST:

ATTEST:

\_\_\_\_\_

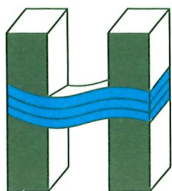
 \_\_\_\_\_  
Austin Lightle, P.E., Corporate Secretary

Address for giving notices:

Address for giving notices:

P.O. Box 698  
Marshall, TX 75671

2126 Alpine Road  
Longview, TX 75601



# 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

## WORK ORDER FOR PROFESSIONAL SERVICES

### W.O. NO. MA-22-02

This will constitute authorization by the **City of Marshall, Texas** (Owner) for **Hayes Engineering, Inc.** (Engineer) to proceed with engineering services for the following described "Project":

#### **Parker Creek Detention Pond**

The Project consists of constructing approximately 1,000 LF of earthen embankment detention pond levee, primary outlet structure, concrete primary spillway and related work.

We understand the scope of engineering services for the Project as follows:

#### REPORT PHASE:

- 1) Attend kick-off meeting with all team members to review all applicable documents and meet with Public Works Department staff to establish all existing relative information and prepare application.
- 2) Prepare Engineering Feasibility Report and concept level sketches that meet the EFR requirements of the TWDB Flood Infrastructure Fund
- 3) Coordinate the preparation of an Environmental Information Document that meets the EID requirements of the TWDB Flood Infrastructure Fund to document the initial project environmental review to include a description of the proposed improvements, potential impacts, preliminary estimates of probable mitigation costs and recommendations.
- 4) Review Engineering Report with Public Works and TWDB staff.

Sub Total                      \$    30,000

#### PRELIMINARY DESIGN ENGINEERING PHASE:

- 5) Prepare preliminary plans in sufficient detail to convey scope and features of the proposed improvements for dam, primary spillway, and emergency spillway. Review with staff.
- 6) Prepare preliminary engineering designs for utility relocations in sufficient detail to convey the proposed alignments, sections, and details of the proposed improvements. Review with staff.
- 7) Submit relative preliminary documents to utility companies for review and comments.

Sub Total                      \$    60,000

#### FINAL DESIGN ENGINEERING PHASE:

- 8) Prepare finalized detailed construction drawings and specifications for dam, primary spillway, and emergency spillway for the proposed improvements. Provide construction specifications. Submit to staff for final review and approval.
- 9) Prepare finalized detailed construction drawings and specifications for utility relocations. Submit to staff for final review and approval.
- 10) Prepare final estimate of probable construction cost and develop bid quantities.
- 11) Submit finalized documents to regulatory agencies as required. Agencies may include TWDB, FEMA, and TCEQ.

Sub Total                      \$    66,000

#### BIDDING PHASE:

- 12) Prepare formal bid documents. Advertise project and conduct Pre-Bid Conference. Coordinate with contractors during bid phase. Issue addendums and clarifications as necessary. Receive bids for construction contract, tabulate and make recommendations on bids received. Prepare formal contract documents between City and successful bidder.

Sub Total                      \$     3,000

#### CONSTRUCTION PHASE:

- 13) Conduct Pre-Construction Conference. Review contractor submittals.
- 14) Perform site visits once per week and prepare written summary weekly detailing progress of construction.
- 15) Review and process monthly contractor pay requests. Process change orders, if required.
- 16) Perform punch list and final inspection for project acceptance.
- 17) Provide "As-Built" plans to City.

Sub Total                      \$    15,000

#### OPERATIONAL PHASE:

- 18) Provide services for the eleventh month warranty inspection.

Sub Total                      \$     1,000

OTHER SERVICES:

|                      |                                                                                                                                                                                                                                                                      |                          |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 19)                  | Resident Project Representative Services<br>(Budget Item: 26 weeks x 20 hrs/wk x \$60/hr)                                                                                                                                                                            | \$ 31,000                |
| 20)                  | Update existing FEMA models and prepare FEMA CLOMR for construction and submit LOMR after completion to update floodplain mapping as a result of the project.                                                                                                        | \$ 75,000                |
| 21)                  | Prepare and submit water rights permits/agreements for converting water impounded for recreational use.                                                                                                                                                              | \$ 25,000                |
| 22)                  | Subcontract with a surveying firm to provide design field surveys and for horizontal and vertical control for construction.                                                                                                                                          | \$ 13,500                |
| 23)                  | Subcontract with a geotechnical engineering firm to perform a soils investigation and make recommendations for the project design.                                                                                                                                   | \$ 15,000                |
| 24)                  | Subcontract with a geotechnical engineering firm to perform materials testing services during construction.                                                                                                                                                          | \$ 30,000                |
| 25)                  | Subcontract with an environmental firm to evaluate waters of the US wetland determinations/delineations, threatened/endangered species surveys, archeological analysis and make recommendations regarding USACE permitting required for the project and prepare EID. | <u>\$ 45,000</u>         |
| Sub Total            |                                                                                                                                                                                                                                                                      | \$ 234,500               |
| <b>TOTAL PROJECT</b> |                                                                                                                                                                                                                                                                      | <b><u>\$ 409,500</u></b> |

Items 1 thru 4, 22 and 25 will be completed within approximately one hundred eighty (180) days at an estimated cost of \$30,000 for engineering, \$45,000 for environmental services and \$13,500 for surveying services.

Items 5 thru 11, and 23 will be completed within an additional one hundred eighty (180) days at an estimated cost of \$126,000 for engineering and \$15,000 for geotechnical services.

Item 12 will be completed within an additional sixty (60) days at an estimated cost of \$3,000.

Items 20 and 21 will be completed simultaneously with the design phase at a cost of \$100,000 for engineering services and will require an additional 180 days for review and approval from regulatory agencies.

Items 13 thru 17, 19 and 24 will coincide with the construction contract, which is estimated to be one hundred eighty (180) calendar days. The estimated cost associated with the construction phase would be \$15,000 for engineering services, \$31,000 for project representative services, and \$30,000 for materials testing services.

Item 18 will coincide with the one (1) year warranty period of the completed construction contract at an estimated cost of \$1,000 for engineering services.

For performing the services described, the Engineer is to be paid \$30,000 for the report phase, \$129,000 for the preliminary and final design and bid phase, \$16,000 for the construction and operational phase, and \$234,500 for other services for a total maximum not to exceed the amount of \$409,500.

APPROVED:  
CITY OF MARSHALL, TEXAS

BY: \_\_\_\_\_  
Terrell Smith, City Manager

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED:  
HAYES ENGINEERING, INC.

BY: \_\_\_\_\_  
Stanley R. Hayes, P. E., Principal

ATTEST: \_\_\_\_\_  
Austin Lightle, P.E., Corporate Secretary

DATE: 7/26/2023

## ATTACHMENT 10

### PROJECT SCHEDULE

#### CITY OF MARSHALL, TEXAS PARKER CREEK DETENTION POND

| <u>TASK</u>                         | <u>SEQUENTIAL DURATION</u> |
|-------------------------------------|----------------------------|
| Environmental Planning Document     | September 30, 2023         |
| Environmental Finding by TWDB       | December 31, 2023          |
| Engineering Planning Documents      | September 30, 2023         |
| TWDB Approval of Planning Documents | December 31, 2023          |
| Completion of Design                | June 30, 2024              |
| Construction Start                  | June 1, 2025               |
| Construction Complete               | December 31, 2025          |



TO: City Council  
DATE: August 10, 2023  
ITEM #: 6.E

SUBJECT: Consider approval of a resolution to accept a grant from the National Fitness Council for Fitness Court in City Park.  
(Support Services)

**Recommendation for Action:** Staff recommends acceptance of \$40,000 grant from BCBS for the National Fitness Campaign Project - Fitness Court at City Park.

**Executive Summary:** On May 11, the City Council approved the application for a grant through BCBS of Texas for \$50,000 towards the National Fitness Campaign Project.

**Budget Cost:** up to \$185,000 - The exact cost has not been determined. Other funding sources for donations are being explored

**Staff Contact:** Randy Pritchard, Support Services Director

**Attachments:**

1. NFC RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT
2. Marshall TX - 2023 Notice of Award Grant Program Requirements (3)

## **RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2023 NATIONAL FITNESS CAMPAIGN**

At a meeting of City of Marshall, City Council held on July 27, 2023 wherein the following action was taken:

WHEREAS, the CITY OF MARSHALL has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2023 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, the City of Marshall will accept a \$40,000 National Grant from the NFC Grant Committee and Statewide Partners, and provide a local match of the remaining amount to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the City of Marshall will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

WHEREAS, the City of Marshall will commit to construction and launch of the outdoor Fitness Court® by the end of the 2023 calendar year, and;

WHEREAS, the City of Marshall believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2023 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

### **NOW THEREFORE:**

BE IT RESOLVED, that the City of Marshall, City Council will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.



## Congratulations!

**Marshall, TX has been selected as a 2023 Blue Cross Blue Shield Texas Campaign Grant Recipient!**

Dear Randy and Terrell,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Marshall, TX has been selected as a grant eligible partner in the 2023 Blue Cross Blue Shield Texas Campaign! This notification letter confirms eligibility for one (1) 2023 NFC Grant of \$40,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$40,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Jack Linehan – as your dedicated partner and champion in support of this partnership. Over the coming months, Jack will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 Blue Cross Blue Shield Texas Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 Blue Cross Blue Shield Texas Campaign, and we look forward to making world-class fitness free in Marshall!

Best in Fitness,

Mitch Menaged, Founder



## Marshall, TX - National Fitness Campaign

### 2023 Funding Cycle Grant Program Requirements (G.P.R.)

#### MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
  - **Requirement A:** Countersigned Grant Program Requirements Document
  - **Deadline:** 6/30/2023
  - **Requirement B:** Resolution of Adoption or Letter of Support
  - **Deadline:** 7/14/2023
- \*Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)\*
- \*Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** 10/6/2023

#### MILESTONE 3: SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** 10/7/2023 to 10/14/2023

---

#### MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (cure time of 28 days before Fitness Court® installation)
- **Deadline:** November 2023 - pending weather

#### MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)
- **Requirement:** Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** April 2024 - pending weather

#### MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** April 2024 - pending weather

---

Trent Matthias, Director  
National Fitness Campaign

---

Terrell Smith, City Manager  
Marshall, TX

*It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.*



TO: City Council  
DATE: August 10, 2023  
ITEM #: 6.F  
SUBJECT: Consider approval of a resolution authorizing an annexation, service, and development agreement between the City of Marshall, Texas and the Marshall Economic Development Corporation. (Marshall EDC)

**Recommendation for Action:** Requesting approval of service agreement.

**Executive Summary:** City Staff and Marshall EDC have been working together on an annexation, service, and development agreement for the annexation of various properties.

**Budget Cost:** N/A

**Staff Contact:** Rush Harris, Executive Director, Marshall EDC

**Attachments:** 1. CITY OF MARSHALL.Service Agreement for MEDCO Annexation

**ANNEXATION, SERVICE, AND DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF MARSHALL, TEXAS, AND THE MARSHALL ECONOMIC  
DEVELOPMENT CORPORATION**

STATE OF TEXAS

COUNTY OF HARRISON

This Annexation, Service, and Development Agreement (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Marshall, Texas (the “City”), and The Marshall Economic Development Corporation, a Texas economic development corporation (the “Landowner,” and together with the City, the “Parties”).

**RECITALS**

WHEREAS, the City Council of Marshall, Texas (the “City Council”) will receive a petition from the Landowner for annexation of land in the Gateway Park Subdivision, City of Marshall, Harrison County, Texas described in Exhibit A (herein referred to as “Tract 1”) , and lots in the Industrial Park described in the attached exhibit B (herein referred to as Tract 2)

WHEREAS, in exchange for the annexation of Tracts 1 and 2, the City agrees to provide Municipal Services to Tracts 1 and 2; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions under which the Landowner will annex Tracts 1 and 2 to the City and the City will provide Municipal Services.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and the Landowner contract and agree as follows:

**ARTICLE I**  
**ANNEXATION**

**Section 1.01. Petitions for Annexation and Other Required Documents :**

The Landowner has or shall execute and submit to the City Council a petition for annexation (the “Annexation Petition”) in accordance with Section 2.03 of the Code of Ordinances for the City of Marshall, in form satisfactory to the City. Thereafter, the Landowner shall provide the City with such supporting documentation as the City may require as necessary to complete the annexation.

In the event the Landowner fails to execute the Annexation Petition within one (1) month of the effective date of this Agreement or fails to provide other required documents within 30 days after receipt of a written request therefor, or if the annexation of Tracts 1 and 2 into the City fails to occur for any reason, then this Agreement shall terminate.

Section 1.02. Costs of Annexation.:

The City must pay all costs for the annexation of Tracts 1 and 2.

Section 1.03. Effect of Annexation on Tracts 1 and 2:

The Parties understand and agree that the following matters will affect Tracts 1 and 2 after they are annexed to the City:

- A. Tracts 1 and 2 will be subject to customary taxes levied by the City including the payment of sales tax for commercial operations on Tracts 1 and 2;
- B. the City will provide services to Tracts 1 and 2 in accordance with Article II.

**ARTICLE II**  
**SERVICE**

Section 2.01. Service.

Upon, the effective date of the annexation ordinance, the City will provide all routine, customary city services (“Municipal Services”) to Tracts 1 and 2, including but not limited to the following services:

- A. Fire. Fire response will be provided by the City at the same level as is provided throughout the City;
- B. Police. The City will extend regular and routine patrols to Tracts 1 and 2;
- C. Animal Control. The City will provide animal control services at the same level as is provided throughout the City.
- D. Solid Waste Services. The City will provide solid waste collection (trash) services in accordance with existing City ordinances and policies.
- E. Water Services. The City will provide water service sufficient for the commercial use of Tract 1.
- F. Sanitary Sewer Service. Landowner will, at their expense, have the opportunity to connect to the City’s sanitary sewer service as needed.
- G. Code Compliance. The City will provide education, enforcements, and abatements relating to code violations within the property in accordance with applicable ordinance, laws, rules, and regulations.

**ARTICLE III**  
**MISCELLANEOUS**

Section 3.01. Authority:

The City and Landowner represent and warrant to the other that (i) each Party has the right and authority to enter into, and perform its obligations under this Agreement and (ii) all necessary government or corporate action has been taken as necessary to authorize this Agreement.

Section 3.02. Severability:

The provisions of this Agreement are severable, and if any provision or part of this

Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 3.03. Modification:

This Agreement shall be subject to change or modification only with the mutual written consent of the Landowner and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

The City of Marshall, Texas

By:

Name:

Title:

The Marshall Economic Development Corporation

By: Name:

Title:

**Exhibit A**

All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision, and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B.

## **Exhibit B**

All those lots, tracts or parcels of land described as follows:

### Tract 1:

all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain tract designated as "Tract No. 2" in deed from the Marshall Industrial Foundation, Inc. to the Marshall Economic Development Corporation, dated December 30, 1992, and recorded in Volume 1322, Page 858 of the Harrison County Deed Records, said "Tract No. 2" is more particularly described as "First Tract" a called 399.812 ac tract, and the "Second Tract" a 44.817 ac tract, in deed from the Reinhold F. Dudeck Trust to the Marshall Industrial Foundation, Inc., and recorded in Volume 826, Page 394 of said Deed Records, said portion to be included in the City limits estimated at 122 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

### Tract 2:

a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain 11.61 acres in deed from the Willie E. Williams also known as Willie E. Williams, Sr. to the Marshall Economic Development Corporation, dated June 14, 2013, and recorded in Document No. 2013-00007185 of the Harrison County Deed Records, said portion to be included in the City limits estimated at 2.5 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

### Tract 3:

27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, Harrison County Texas as described in that certain Sheriff's Deed from Brandon J. Fletcher to Citron Texas Holdings LLC, dated June 1, 2021, and recorded in Document 2021-000007361 of the Harrison County Deed Records, said tract being further described as Tax Account No. R000011757.

### Tract 4:

any and all portions of the Marshall Industrial Park Unit 1 and Unit 2 owned by the Marshall Economic Development Corporation as of the effective date of this instrument, the intent being to annex all Marshall Economic Development Corporation property in or contiguous to the Marshall Industrial Park Units 1 and 2, into the City Limits of Marshall, Texas.



TO: City Council  
DATE: August 10, 2023  
ITEM #: 8.A

SUBJECT: Conduct a public hearing and consider approval of a petition to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit: All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision. (Marshall EDC)

**Recommendation for Action:** Consider approval of a petition to institute annexation proceedings.

**Executive Summary:** A petition for annexation has been received. The property owner is requesting consideration of approval of annexation.

**Budget Cost:** N/A

**Staff Contact:** Rush Harris, Marshall EDC

**Attachments:** 1. notice of hearing for annexation Gateway

## **NOTICE OF PUBLIC HEARING**

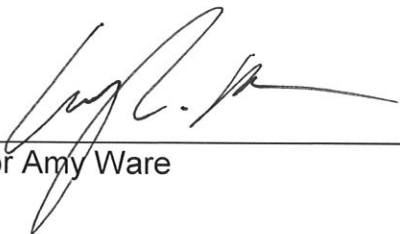
NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Marshall, Texas proposes act on a landowners' petition to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B.

A public hearing will be held by and before the City Council of the City of Marshall, Texas on the 10th day of August, 2023 at 6 pm o'clock in the City Council Chamber of the City Hall of the City of Marshall, Texas, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

By order of the City Council of the City of Marshall, Texas this the 26th day of July, 2023.

  
\_\_\_\_\_  
Mayor Amy Ware

ATTEST:

  
\_\_\_\_\_  
City Secretary Nikki Smith

TO: City Council  
DATE: August 10, 2023  
ITEM #: 8.B  
SUBJECT : Conduct a public hearing and consider approval of a petition to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit: Tract 1: all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, Tract 2: a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, Tract 3: 27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, being further described as Tax Account No. R000001 1757, Tract 4: any and all portions of the Marshall Industrial Park Unit I and Unit 2 owned by the Marshall Economic Development Corporation. (Marshall EDC)



**Recommendation for Action:** Consider approval of a petition to institute annexation proceedings.

**Executive Summary:** A petition for annexation has been received. The property owner is requesting consideration of approval of annexation.

**Budget Cost:** N/A

**Staff Contact:** Rush Harris, Marshall EDC

**Attachments:** 1. notice of hearing for annexation Industrial Park

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Marshall, Texas proposes act on a landowners' petition to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

Tract 1: all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain tract designated as "Tract No. 2" in deed from the Marshall Industrial Foundation, Inc. to the Marshall Economic Development Corporation, dated December 30, 1992, and recorded in Volume 1322, Page 858 of the Harrison County Deed Records, said "Tract No. 2" is more particularly described as "First Tract" a called 399.812 ac tract, and the "Second Tract" a 44.817 ac tract, in deed from the Reinhold F. Dudeck Trust to the Marshall Industrial Foundation, Inc., and recorded in Volume 826, Page 394 of said Deed Records, said portion to be included in the City limits estimated at 122 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

Tract 2: a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain 11.61 acres in deed from the Willie E. Williams also known as Willie E. Williams, Sr. to the Marshall Economic Development Corporation, dated June 14, 2013, and recorded in Document No. 2013-00007185 of the Harrison County Deed Records, said portion to be included in the City limits estimated at 2.5 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

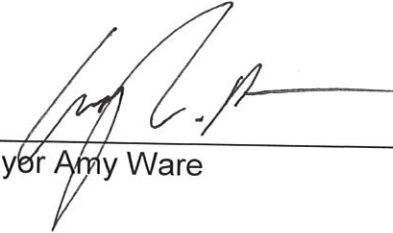
Tract 3: 27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, Harrison County Texas as described in that certain Sheriffs Deed from Brandon J. Fletcher to Citron Texas Holdings LLC, dated June 1, 2021, and recorded in Document 2021-000007361 of the Harrison County Deed Records, said tract being further described as Tax Account No. R00001 1757.

Tract 4: any and all portions of the Marshall Industrial Park Unit I and Unit 2 owned by the Marshall Economic Development Corporation as of the effective date of this instrument, the intent being to annex all Marshall Economic Development Corporation property in or contiguous to the Marshall Industrial Park Units I and 2, into the City Limits of Marshall, Texas.

A public hearing will be held by and before the City Council of the City of Marshall, Texas on the 10th day of August, 2023 at 6 pm o'clock in the City Council Chamber of the City Hall of the City of Marshall, Texas, for all persons interested in the above

proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

By order of the City Council of the City of Marshall, Texas this the 26<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Mayor Amy Ware

ATTEST:



\_\_\_\_\_  
City Secretary Nikki Smith



TO: City Council  
DATE: August 10, 2023  
ITEM #: 9.A  
SUBJECT: 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, 2024. (Public Works)

**Recommendation for Action:** Approval of Ordinance

**Executive Summary:** In a letter dated May 24, 2023, Republic Services notified the City of Marshall of a pending rate increase of 3%, to begin on January 1, 2024. 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 3% rate of increase will apply to all residential and commercial waste services.

**Budget Cost:**

**Staff Contact:** Eric Powell, Director of Public Works

**Attachments:** 1. 2024 Solid Waste Rate Ordinance & Information



May 24, 2023

City of Marshall  
PO Box 698  
Marshall, Texas 75671

Dear: Eric Powell

In accordance with provisions in our contract for Solid Waste Collection & Disposal with the City of Marshall notice is required in June with respect to 14.00 of the executed contract agreement the rate adjustment for January 2024 will be 3%. That is based on the March Consumer Price Index All Urban Consumers Dallas Ft. Worth which is 5.6%.

**14.00 RATE ADJUSTMENTS**

**Annual CPI**

Any other provision of this Contract notwithstanding, beginning on January 1st, 2019 and continuing on January 1st 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 plus or minus (+ or -), according to the change in the United States Department of Labor's published Consumer Price Index – All Urban Consumers (Dallas – Fort Worth, TX). Such adjustment shall not exceed 3%, plus or minus (+ or -), 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 1<sup>st</sup> preceding the effective date of the increase.

This annual adjustment is necessary to maintain the quality and assurance in service the citizens of Marshall expect and to keep pace with maintenance, fuel, insurance and labor expenses to provide the best possible solid waste collection.

The effective date of the 3% adjustment will be effective January 1, 2024. A copy of the U.S. Bureau of Labor Statistics March CPI publication is attached for your review. Feel free to contact me with any questions. Republic Services appreciates the City of Marshall's partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gene Keenon", is written over the word "Sincerely,".

Gene Keenon  
Manager Government Affairs  
903-986-0463



# U.S. Bureau of Labor Statistics

## Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth-Arlington, and Houston-The Woodlands-Sugar Land, March 2023  
(1982-84=100 unless otherwise noted)

| Item and group                                                 | U.S. City Average |                |         |         | Dallas-Fort Worth-Arlington |                |         |         | Houston-The Woodlands-Sugar Land |                |         |         |
|----------------------------------------------------------------|-------------------|----------------|---------|---------|-----------------------------|----------------|---------|---------|----------------------------------|----------------|---------|---------|
|                                                                | Index             | Percent change |         |         | Index                       | Percent change |         |         | Index                            | Percent change |         |         |
|                                                                | Mar. 2023         | 12-month       | 1-month | 2-month | Mar. 2023                   | 12-month       | 1-month | 2-month | Mar. 2023                        | 12-month       | 1-month | 2-month |
| All items                                                      | 301.836           | 5.0            | 0.3     | 0.9     | 284.862                     | 5.8            |         | 1.3     |                                  |                |         |         |
| Food and beverages                                             | 318.338           | 8.3            | 0.1     | 0.5     | 321.076                     | 8.5            |         | 1.1     |                                  |                |         |         |
| Food                                                           | 320.863           | 8.5            | 0.1     | 0.5     | 316.311                     | 8.7            |         | 1.2     |                                  |                |         |         |
| Food at home                                                   | 301.918           | 8.4            | -0.2    | 0.2     | 266.405                     | 6.3            | 0.1     | 0.6     | 284.918                          | 11.2           | 1.0     | 0.3     |
| Cereals and bakery products                                    | 353.866           | 13.6           | 0.9     | 1.3     | 307.824                     | 7.4            |         | 1.2     |                                  |                |         |         |
| Meats, poultry, fish, and eggs                                 | 318.306           | 4.3            | -1.1    | -1.4    | 309.885                     | 1.2            |         | -0.9    |                                  |                |         |         |
| Dairy and related products                                     | 271.384           | 10.7           | -0.3    | -0.2    | 232.197                     | 8.3            |         | 1.0     |                                  |                |         |         |
| Fruits and vegetables                                          | 345.814           | 2.5            | -1.5    | -1.5    | 228.866                     | 1.7            |         | -1.2    |                                  |                |         |         |
| Nonalcoholic beverages and beverage materials <sup>(1)</sup>   | 216.329           | 11.3           | 0.2     | 1.4     | 229.977                     | 10.2           |         | 0.5     |                                  |                |         |         |
| Other food at home                                             | 268.567           | 11.1           | 0.7     | 1.4     | 265.605                     | 11.6           |         | 2.9     |                                  |                |         |         |
| Food away from home                                            | 349.944           | 8.8            | 0.6     | 1.2     | 391.693                     | 11.8           |         | 1.8     |                                  |                |         |         |
| Alcoholic beverages                                            | 282.588           | 4.5            | 0.1     | 0.1     | 378.090                     | 4.7            |         | 1.0     |                                  |                |         |         |
| Housing                                                        | 316.514           | 7.8            | 0.3     | 0.9     | 285.355                     | 9.0            |         | 0.2     |                                  |                |         |         |
| Shelter                                                        | 374.971           | 8.2            | 0.7     | 1.5     | 321.058                     | 10.6           | 0.5     | 1.5     | 310.465                          | 8.9            | 0.2     | 0.6     |
| Rent of primary residence                                      | 392.910           | 8.8            | 0.5     | 1.2     | 345.818                     | 11.1           | 0.8     | 1.2     | 307.055                          | 8.6            | -0.2    | -0.1    |
| Owners' equivalent rent of residences <sup>(2)</sup>           | 383.502           | 8.0            | 0.4     | 1.1     | 342.466                     | 10.2           | 0.6     | 1.2     | 290.644                          | 9.6            | 0.1     | 0.5     |
| Owners' equivalent rent of primary residence <sup>(2)</sup>    | 383.578           | 8.1            | 0.4     | 1.1     | 342.466                     | 10.2           | 0.6     | 1.2     | 290.644                          | 9.6            | 0.1     | 0.5     |
| Fuels and utilities                                            | 304.032           | 7.3            | -1.9    | -3.7    | 297.072                     | 0.0            |         | -8.2    |                                  |                |         |         |
| Household energy                                               | 256.705           | 7.8            | -2.5    | -5.0    | 269.686                     | -2.1           | -9.0    | -11.0   | 150.753                          | -14.7          | -9.1    | -14.2   |
| Energy Services                                                | 259.647           | 9.2            | -2.5    | -4.8    | 265.693                     | -1.9           | -9.1    | -11.2   | 147.350                          | -14.8          | -9.3    | -14.4   |
| Electricity                                                    | 265.033           | 10.2           | -0.7    | -0.6    | 250.200                     | -1.1           | -10.0   | -10.0   | 139.467                          | -17.8          | -11.1   | -11.1   |
| Utility (piped) gas service                                    | 238.182           | 5.5            | -8.0    | -16.5   | 275.807                     | -5.6           | -4.3    | -16.5   | 170.429                          | -0.9           | -1.0    | -25.6   |
| Household furnishings & operations                             | 149.230           | 5.6            | 0.3     | 1.3     | 141.941                     | 6.2            |         | -0.5    |                                  |                |         |         |
| Apparel                                                        | 133.112           | 3.3            | 0.8     | 4.1     | 121.040                     | 2.6            |         | 5.0     |                                  |                |         |         |
| Transportation                                                 | 261.969           | -1.0           | 0.9     | 1.6     | 259.996                     | -0.4           |         | 4.2     |                                  |                |         |         |
| Private transportation                                         | 260.495           | -1.6           | 0.8     | 1.4     | 264.787                     | -1.8           |         | 3.8     |                                  |                |         |         |
| New and used motor vehicles <sup>(3)</sup>                     | 126.280           | -0.1           | 0.9     | 0.7     | 132.491                     | -0.9           |         | 0.5     |                                  |                |         |         |
| New vehicles <sup>(1)</sup>                                    | 178.342           | 6.1            | 0.3     | 0.6     | 226.762                     | 5.0            |         | 0.4     |                                  |                |         |         |
| Used cars and trucks <sup>(1)</sup>                            | 184.997           | -11.2          | 1.0     | -0.5    | 437.584                     | -10.1          |         | 0.1     |                                  |                |         |         |
| Motor fuel                                                     | 304.575           | -17.3          | 0.8     | 2.4     | 291.014                     | -19.1          | 3.1     | 4.0     | 267.237                          | -21.6          | 0.7     | 2.3     |
| Gasoline (all types)                                           | 302.673           | -17.4          | 1.0     | 2.7     | 288.652                     | -19.2          | 3.4     | 4.4     | 266.842                          | -21.7          | 0.9     | 2.9     |
| Motor vehicle insurance <sup>(1)</sup>                         | 677.445           | 15.0           | 1.3     | 2.9     |                             |                |         |         |                                  |                |         |         |
| Medical care                                                   | 547.805           | 1.5            | -0.3    | -0.7    | 506.248                     | 2.6            |         | -0.6    |                                  |                |         |         |
| Recreation <sup>(3)</sup>                                      | 135.693           | 4.8            | 0.1     | 1.2     | 131.164                     | 5.7            |         | 3.0     |                                  |                |         |         |
| Education and communication <sup>(3)</sup>                     | 145.481           | 1.4            | 0.1     | 0.1     | 133.803                     | -0.5           |         | 2.0     |                                  |                |         |         |
| Tuition, other school fees, and childcare <sup>(1)</sup>       | 828.853           | 3.7            | 0.3     | 0.3     | 1331.641                    | 2.7            |         | 0.0     |                                  |                |         |         |
| Other goods and services                                       | 528.811           | 6.1            | 0.5     | 1.4     | 502.043                     | 5.4            |         | 1.4     |                                  |                |         |         |
| <b>SPECIAL INDEXES (CPI-U)</b>                                 |                   |                |         |         |                             |                |         |         |                                  |                |         |         |
| Energy                                                         | 279.084           | -6.4           | -0.9    | -1.5    | 280.356                     | -11.8          | -3.4    | -4.2    | 201.718                          | -18.8          | -3.8    | -5.5    |
| All items less shelter                                         | 276.610           | 3.4            | 0.2     | 0.6     | 268.430                     | 3.0            |         | 1.2     |                                  |                |         |         |
| All items less food and energy                                 | 305.476           | 5.6            | 0.5     | 1.2     | 286.615                     | 7.4            |         | 1.9     |                                  |                |         |         |
| All items (1967 = 100)                                         | 904.167           |                |         |         | 893.596                     |                |         |         |                                  |                |         |         |
| <b>CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)</b> |                   |                |         |         |                             |                |         |         |                                  |                |         |         |
| All items                                                      | 296.021           | 4.5            | 0.3     | 0.8     | 294.017                     | 5.6            |         | 1.3     |                                  |                |         |         |
| All items (1967 = 100)                                         | 881.755           |                |         |         | 906.650                     |                |         |         |                                  |                |         |         |

(1) Dallas indexes on a February 1978=100 base. Houston indexes on an April 1978=100 base.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

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

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 3%; 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, 2024.**

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 Council 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 2023 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 COUNCIL 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, 2024)

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

### Carts:

#### **A. Automated Solid Waste & Recycling Collection - Residential**

96 gallon rolling cart — City Resident \$ 16.29/Monthly Per Unit  
 Once per week Residential Collection  
 Once per week Brush/Bulky Collection  
 Extra Carts — Limit of 4 per \$ 3.09 /Extra Monthly Fee Ea..  
 Residential Unit Weekly Bulk/Brush  
 Limited to 3 Cu. Yds.

### **\*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 \$26.19/Monthly Per Unit  
 B. Two Carts \$34.06/Monthly Per Unit  
 C. Cart Service Downtown - Four (4) times \$37.45/Monthly Per Unit  
 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)

## **III.FRONT LOAD CONTAINERS RATE SCHEDULE**

| Size/<br>Freq. | 1X\WK    | 2X\WK    | 3X\WK    | 4X\WK    | 5X\WK    | 6X\WK    | Extra pickup |
|----------------|----------|----------|----------|----------|----------|----------|--------------|
| 2 yd           | \$71.09  | \$123.70 | \$195.83 | \$249.58 | \$294.92 | \$346.87 | \$32.57      |
| 3 yd           | \$102.11 | \$177.48 | \$253.03 | \$338.26 | \$414.51 | \$476.08 | \$45.61      |
| 4 yd           | \$131.40 | \$228.45 | \$323.78 | \$431.35 | \$525.91 | \$612.74 | \$58.65      |
| 6 yd           | \$182.17 | \$314.42 | \$443.32 | \$575.44 | \$721.45 | \$820.46 | \$71.68      |
| 8 yd           | \$225.28 | \$381.71 | \$469.89 | \$693.96 | \$859.54 | \$927.54 | \$84.71      |

Monthly - 4yd Compactor 1X\Week = \$ 458.02

Monthly - 6yd Compactor 2X\Week = \$ 681.54; 4X\Week \$ 1088.28; 6X\Week =  
 \$1,910.55

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

Delivery Fee: \$100.00

| SIZE            | RENTAL/MONTH | PER HAUL |
|-----------------|--------------|----------|
| 20 YD OPEN TOP  | \$130.30     | \$629.52 |
| 30 YD OPEN TOP  | \$130.30     | \$690.81 |
| 40 YD OPEN TOP  | \$130.30     | \$771.67 |
| 42 YD COMPACTOR | Negotiable   | \$945.53 |

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 Council 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, 2024 and after its passage and publication as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

AYES:

NOES:

ABSTAINED:

\_\_\_\_\_  
MAYOR  
OF THE CITY OF MARSHALL, TEXAS

ATTEST:

\_\_\_\_\_  
City Secretary



TO: City Council  
DATE: August 10, 2023  
ITEM #: 9.B

SUBJECT : Consider approval of an ordinance annexing the hereinafter described territory to the City of Marshall, Harrison County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City; and adopting a service plan or agreement.

**Recommendation for Action:** Consider approval of an ordinance annexing: All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision.

**Executive Summary:** An ordinance annexing: All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision is attached for Council consideration.

**Budget Cost:** N/A

**Staff Contact:** Scott Rectenwald, City Attorney

**Attachments:** 1. Ordinance Annexing Lot 3 Gateway Park Subdivision

## **ORDINANCE ANNEXING TERRITORY**

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF MARSHALL, HARRISON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

WHEREAS, §2.03 of the Charter of the City of Marshall, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the (Texas Local Government Code and/or Charter) of the City of Marshall, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

All that certain lot, tract or parcel of land being the residue of Lot 3 of the Gateway Park Subdivision, and being described by metes and bounds in that Plat recorded in the Plat Records of Harrison County, Texas in Cabinet B, Page 129-B, less and except Lots 1, 2, and 3A as further described in that Plat recorded in the Harrison County Plat Records in Cabinet B, Page 170-B.

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

1. That the heretofore described property is hereby annexed to the City of Marshall, Harrison County, Texas, and that the boundary limits of the City of Marshall be and the same are hereby extended to include the above described territory within the city limits of the City of Marshall, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Marshall and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan or agreement for the area is hereby adopted and attached as exhibit A.

The City Secretary is hereby directed to file with the County Clerk of Harrison, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the 10<sup>th</sup> day of August, 2023.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



TO: City Council  
DATE: August 10, 2023  
ITEM #: 9.C

**SUBJECT** Consider approval of an ordinance annexing the hereinafter described territory to the City of Marshall, Harrison County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said city limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City; and adopting a service plan or agreement.

**Recommendation for Action:** Consider approval of an ordinance annexing: Tract 1: all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, Tract 2: a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, Tract 3: 27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, being further described as Tax Account No. ROOOOI 1757, Tract 4: any and all portions of the Marshall Industrial Park Unit I and Unit 2 owned by the Marshall Economic Development Corporation.

**Executive Summary:** An ordinance annexing: Tract 1: all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, Tract 2: a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, Tract 3: 27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, being further described as Tax Account No. ROOOOI 1757, Tract 4: any and all portions of the Marshall Industrial Park Unit I and Unit 2 owned by the Marshall Economic Development Corporation.

**Budget Cost:** N/A

**Staff Contact:** Scott Rectenwald, City Attorney

**Attachments:** 1. Ordinance Annexing Marshall Industrial Park Units 1 & 2

## **ORDINANCE ANNEXING TERRITORY**

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF MARSHALL, HARRISON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

WHEREAS, §2.03 of the Charter of the City of Marshall, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the (Texas Local Government Code and/or Charter) of the City of Marshall, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

All those lots, tracts or parcels of land described as follows:

### **Tract 1:**

all or portions of each tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property IDs R000051930, R000051930, R000051929, and R009920668, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain tract designated as "Tract No. 2" in deed from the Marshall Industrial Foundation, Inc. to the Marshall Economic Development Corporation, dated December 30, 1992, and recorded in Volume 1322, Page 858 of the Harrison County Deed Records, said "Tract No. 2" is more particularly described as "First Tract" a called 399.812 ac tract, and the "Second Tract" a 44.817 ac tract, in deed from the Reinhold F. Dudeck Trust to the Marshall Industrial Foundation, Inc., and recorded in Volume 826, Page 394 of said Deed Records, said portion to be included in the City limits estimated at 122 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

### **Tract 2:**

a portion of a tract identified by the Harrison Central Appraisal District of Harrison County, TX as Property ID R000050234, a part of the SAMUEL MURPHY SURVEY A-15, and being part of that certain 11.61 acres in deed from the Willie E. Williams also known as Willie E. Williams, Sr. to the Marshall Economic Development Corporation, dated June 14, 2013, and recorded in Document No. 2013-00007185 of the Harrison County Deed Records, said portion to be included in the City limits estimated at 2.5 acres to be more specifically described in a Subdivision Replat of the Marshall Industrial Park Unit 2 upon annexation.

Tract 3:

27 acres, more or less, out of the SAMUEL MURPHY SURVEY, A-15, Harrison County Texas as described in that certain Sheriff's Deed from Brandon J. Fletcher to Citron Texas Holdings LLC, dated June 1, 2021, and recorded in Document 2021-000007361 of the Harrison County Deed Records, said tract being further described as Tax Account No. R000011757.

Tract 4:

any and all portions of the Marshall Industrial Park Unit 1 and Unit 2 owned by the Marshall Economic Development Corporation as of the effective date of this instrument, the intent being to annex all Marshall Economic Development Corporation property in or contiguous to the Marshall Industrial Park Units 1 and 2, into the City Limits of Marshall, Texas.

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

1. That the heretofore described property is hereby annexed to the City of Marshall, Harrison County, Texas, and that the boundary limits of the City of Marshall be and the same are hereby extended to include the above described territory within the city limits of the City of Marshall, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Marshall and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan or agreement for the area is hereby adopted and attached as exhibit A.

The City Secretary is hereby directed to file with the County Clerk of Harrison, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the 10th day of August, 2023.

APPROVED:

---

Mayor

ATTEST:

---

City Secretary



TO: City Council  
DATE: August 10, 2023  
ITEM #: 10.A

SUBJECT: Discussion regarding fiscal year 2024 budget. (Finance)

**Recommendation for Action:** Engage in discussion regarding the fiscal year 2024 budget.

**Executive Summary:**

**Budget Cost:** N/A

**Staff Contact:** Dawn Jones, Finance Director

**Attachments:** None