



**CITY OF MARSHALL, TEXAS  
REGULAR CITY COMMISSION MEETING  
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO  
THURSDAY, JANUARY 9, 2020, 6:00 P.M.**

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

**[www.marshalltexas.net](http://www.marshalltexas.net)**

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

2. **INVOCATION AND PLEDGES**  
**Page 2**

3. **CITIZEN COMMENTS**

House Bill 2840 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on an agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak will have three minutes to do so unless additional time has been requested.

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 **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**  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

5. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the December 12, 2019 Regular meeting and the December 16, 2019 Special-Called meeting.

**Page 5**

- B. Consider approval of a Resolution adopting the City of Marshall Investment Policy. (Finance Director)

**Page 13**

- C. Consider approval of an Interlocal Agreement with Harrison County for Animal Adoption Center Services. (City Manager)

**Page 28**

- D. Consider approval of amendment #2 to the Municipal Maintenance Agreement with the Texas Department of Transportation for mowing services. (Public Works Director)

**Page 33**

- E. Monthly financial report. (Finance Director)

**Page 39**

- F. Street Sweeping Activity Report. (Public Works Director)

**Page 43**

- G. Municipal Court Activity Report (Finance Director)

**Page 47**

- H. Consider approval of an appointment to the Charter Review Committee. (City Manager)

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6. **PRESENTATION**

- A. Presentation regarding the 2020 Census. (Evie Henson, U. S. Census Bureau)

**Page 52**

7. **PUBLIC HEARINGS AND ORDINANCES**

- A. Conduct a public hearing and consider an Ordinance approving a Special Use Permit to allow a day care at 307-B Pope Street, generally located north of Pope Street, approximately 85 feet west of Block Street intersection. (Director of Community & Economic Development)

**Page 54**

- B. Conduct a public hearing and consider an Ordinance amending the official zoning map for a 0.693 acre tract of land from C-2 (Retail Business) to C-3 (General Business), the subject property is located on the north side of East Houston Street, east of Veterans Avenue and at the end of Jean Drive, more commonly known as 2009 East Houston Street. (Director of Community & Economic Development)

**Page 63**

- C. Conduct a public hearing and consider an Ordinance amending Chapter 32 of the Code of Ordinances entitled “Zoning” specifically related to Section 19 entitled “Definitions” and Section 21 entitled “Permitted Uses”. (Director of Community & Economic Development)

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

- A. Consider approval of a reappointment to the Marshall Economic Development Corporation Board of Directors. (MEDCO)

**Page 76**

- B. Presentation regarding the Neighborhood Improvement Plan. (Director of Community & Economic Development)

**Page 78**

- C. Discussion of and consideration of agreements for ballfield use and concession services at Airport Park. (City Manager)

**Page 81**

- D. Discussion of and consideration of a temporary appointment to fill the Commissioner, District 2 vacancy. (Commissioner Calhoun)

**Page 103**

- E. Report regarding 2019 Wonderland of Lights. (Commissioner Hurta)

**Page 105**

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

**Page 107**

10. **EXECUTIVE SESSION**

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

**Page 108**

11. **ADJOURNMENT**  
**Page 109**

Posted: January 6, 2020  
5:00 p.m.  
Y. Graham

This meeting will be conducted in accordance with the Americans with Disabilities Act. The facility is wheelchair accessible and disabled parking is available. Requests for sign interpretive services will be available with at least 48-hour notice prior to the meeting. To make arrangements for these services, please call Elaine Altman at 903-935-4519.

# **ITEM 1**

## **CALL TO ORDER AND ROLL CALL**

## **ITEM 2**

# **INVOCATION AND PLEDGES**

## **ITEM 3**

### **CITIZEN COMMENTS**

## **ITEM 4**

# **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**

## **ITEM 5A**

### **CONSENT AGENDA**

**CONSIDER APPROVAL OF THE  
MINUTES FROM THE DECEMBER 12,  
2019 REGULAR MEETING AND THE  
DECEMBER 16, 2019 SPECIAL-CALLED  
MEETING**

MINUTES OF THE REGULAR MEETING OF THE  
CITY COMMISSION OF THE CITY OF MARSHALL  
THURSDAY, DECEMBER 12, 2019  
6:00 PM

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

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:

Marvin Bonner, District 1  
Vernia Calhoun, District 5  
Doug Lewis, District 7

Amy Ware, District 4  
Larry Hurta, District 6

ADMINISTRATIVE STAFF PRESENT:

Mark Rohr, City Manager  
Scott Rectenwald, Acting City Attorney  
Jack Redmon, Support Services Director  
Randy Pritchard, Support Services Superintendent  
Wes Morrison, Community & Economic Development Director  
Elaine Altman, City Secretary/Finance Director  
Eric Powell, Public Works Director  
Mallori James, Tourism & Cultural Arts Director  
Stormy Nickerson, Management Analysis/Communications Coordinator

Reggie Cooper, Fire Chief  
Cliff Carruth, Police Chief

INVOCATION & PLEDGE: Commissioner Calhoun and Orlando Morton, 7<sup>th</sup> grade student at Marshall Junior High School and Jagger Abernathy, 5<sup>th</sup> grade student at David Crockett Elementary School

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

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

322. **RECONVENE THE CITY COMMISSION MEETING**

**The Regular City Commission Meeting reconvened. The time was 7:02 p.m.**

323. **CITIZEN COMMENTS**

Narcy Crosby, 211 N. Bolivar, thanked Gail Beil for her contributions to the city and spoke regarding the Perkins Building and hopes the City will partner with the Texas Historical Commission for downtown redevelopment.

Kenneth Moon, 706 S. Carter, spoke in opposition of the Special Election to Fill a Vacancy, being held on May 2, 2020. He expressed a desire to have this election conducted sooner.

Leo Morris, 505 S. Carter, spoke in opposition of the Special Election to Fill a Vacancy, being held on May 2, 2020.

Reggie Cooper, Fire Chief, 601 S. Grove, invited Commissioners and meeting attendees to the dedication of the bell memorial Thursday, December 19, 2019 at 11 a.m.

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

Item G was withdrawn from the Consent Agenda.

325. **CONSENT AGENDA**

**Commissioner Lewis made a motion to approve the Consent Agenda. Commissioner Ware seconded the motion, which passed with a vote of 6:0.**

- A. Consider approval of the minutes from the November 21, 2019 Special-Called meeting and December 5, 2019 Special-Called meeting.
- B. Report regarding the status of the Memorial City Hall renovation project.
- C. Consider approval of the annual Interlocal Agreement with the Marshall-Harrison County Health District.
- D. Consider approval of appointments and reappointments to various City boards, commissions, and committees.
- E. Consider approval of a Resolution authorizing the City to enter into an Interlocal agreement with Region 2 Education Service Center for cooperative purchasing services through the Goodbuy Purchasing Program.
- F. Street Sweeping Activity Report.

326. **PRESENTATION**

- A. Check presentation from AEP/SWEPCO, in the amount of \$13,900, for recognition of the City's participation in the 2019 Load Management Program.

Nancy Pasel, Water Treatment Superintendent, introduced Michael Nix of AEP/SWEPCO, who presented the City with a check in the amount of \$13,900. The check was in recognition of our participation in the 2019 SWEPCO Load Management Program at the City Water Intake Plant on Big Cypress Bayou.

**ORDINANCES**

327. **CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE 2019 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR PROJECTS APPROVED BY THE CITY COMMISSION.**

Elaine Altman, Finance Director, asked for approval of an Ordinance amending the 2019 Annual Budget to appropriate funds for projects approved by the City Commission.

**Commissioner Calhoun made a motion to approve an Ordinance amending the 2019 Annual Budget to appropriate funds for projects approved by the City Commission. Mayor Brown seconded the motion, which passed with a vote of 6:0.**

328. CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE 2019 ANNUAL BUDGET TO PROVIDE FOR YEAR-END ADJUSTMENTS IN SELECTED DEPARTMENTS.

Elaine Altman asked for approval of an Ordinance amending the 2019 Annual Budget to provide for year-end adjustments in selected departments.

Commissioners asked questions regarding this item.

**Commissioner Lewis made a motion to approve an Ordinance amending the 2019 Annual Budget to provide for year-end adjustments in selected departments. Commissioner Ware seconded the motion, which passed with a vote of 6:0.**

### **SECOND READING OF ORDINANCE**

329. 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, 2020.

Eric Powell, Public Works Director, stated there were no changes to this ordinance.

**Commissioner Lewis made a motion to approve the Ordinance amending Chapter 14, Garbage, Trash, and Weeds of the Code of Ordinances, revising the schedule of refuse rates by 2.7%, providing for monthly charges, and establishing an effective date of January 1, 2020. Commissioner Hurta seconded the motion, which passed with a vote of 6:0.**

### **RESOLUTIONS**

330. CONSIDER APPROVAL OF A RESOLUTION ORDERING A SPECIAL ELECTION FOR CITY COMMISSIONER DISTRICT 2.

Elaine Altman asked for approval of a resolution ordering a Special Election for City Commissioner District 2 to be held on May 2, 2020.

Scott Rectenwald, Acting City Attorney, stated the Commission has the opportunity to appoint someone to fill the vacant position until the election is held, but is not obligated to do so.

Commissioners asked questions and discussed. Commissioner Calhoun asked for an agenda item to appoint someone to the vacant District 2 position prior to the May 2<sup>nd</sup> election.

**Commissioner Hurta made a motion to approve a resolution ordering a Special Election for City Commissioner District 2. Commissioner Ware seconded the motion, which passed with a vote of 6:0.**

331. CONSIDER APPROVAL OF A RESOLUTION TO SUSPEND CENTERPOINT ENERGY'S PROPOSED EFFECTIVE DATE FOR ITS PROPOSED INCREASE IN RATES IN THE BEAUMONT/EAST TEXAS DIVISION.

Eric Powell asked for approval of a resolution to suspend CenterPoint Energy's proposed effective date for its proposed increase in rates in the Beaumont/East Texas Division.

**Commissioner Lewis made a motion to approve a resolution to suspend CenterPoint Energy's proposed effective date for its proposed increase in rates in the Beaumont/East Texas Division. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.**

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

332. PRESENTATION OF THE CITY OF MARSHALL AUDIT REPORT FOR THE 2018 FISCAL YEAR.

Mike Hallum, CPA with Knuckols, Duvall, Hallum, & Co., presented the audit report for the 2018 fiscal year and highlighted significant information.

333. CONSIDER APPROVAL OF A CONTRACT WITH CASEY SLONE CONSTRUCTION COMPANY FOR THE PERKINS BUILDING PROJECT.

Wes Morrison, Community & Economic Development Director, asked for approval of a contract with Casey Slone Construction Company for the Perkins Building project. He stated the bid was for \$269,200, to include demolition, disposal, slab reconstruction and asbestos removal. A Community Development Block Grant will provide funding of \$222,315 and additional funding will come from the City's General Fund Reserves. If approved, work will begin in January and is not expected to take longer than 60 days.

**Commissioner Lewis made a motion to approve a contract with Casey Slone Construction Company for the Perkins Building project. Commissioner Bonner seconded the motion, which passed with a vote of 6:0.**

334. CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

G. Municipal Court Activity Report.

Leland Benoit, Municipal Court Administrator, provided information regarding this item.

Commissioners asked questions and discussed.

**Commissioner Lewis made a motion to approve Item G of the Consent Agenda. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.**

335. ADJOURNMENT

**Commissioner Bonner made a motion for adjournment. Commissioner Lewis seconded the motion, which passed with a vote of 6:0.**

**APPROVED:**

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

**ATTEST:**

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**City Secretary**

**Ordinances: O-19-22**

**O-19-23**

**O-19-24**

**Resolutions: R-19-28**

**R-19-29**

**R-19-30**

MINUTES OF THE SPECIAL-CALLED MEETING OF THE  
CITY COMMISSION OF THE CITY OF MARSHALL  
MONDAY, DECEMBER 16, 2019  
6:00 PM

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

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:

Marvin Bonner, District 1  
Larry Hurta, District 6

Amy Ware, District 4  
Doug Lewis, District 7

ABSENT: Vernia Calhoun, District 5

ADMINISTRATIVE STAFF PRESENT:

Mark Rohr, City Manager  
Wes Morrison, Community & Economic Development Director  
Elaine Altman, City Secretary/Finance Director  
Eric Powell, Public Works Director

Cliff Carruth, Police Chief

INVOCATION & PLEDGE:

**SECOND READING OF ORDINANCES**

336. CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE 2019 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR PROJECTS APPROVED BY THE CITY COMMISSION.

Elaine Altman, City Secretary/Finance Director, stated there were no changes to this ordinance.

**Commissioner Hurta made a motion to approve an Ordinance amending the 2019 Annual Budget to appropriate funds for projects approved by the City Commission. Commissioner Bonner seconded the motion, which passed with a vote of 5:0.**

337. CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE 2019 ANNUAL BUDGET TO PROVIDE FOR YEAR-END ADJUSTMENTS IN SELECTED DEPARTMENTS.

Elaine Altman stated there were no changes to this ordinance.

**Commissioner Lewis made a motion to approve an Ordinance amending the 2019 Annual Budget to provide for year-end adjustments in selected departments. Mayor Brown seconded the motion, which passed with a vote of 5:0.**

**RESOLUTION**

338. CONSIDER APPROVAL OF A RESOLUTION CLOSING, VACATING, AND ABANDONING VARIOUS UNIMPROVED RIGHT-OF-WAYS WITHIN THE INCORPORATED CITY OF MARSHALL CITY LIMITS.

Eric Powell, Public Works Director, asked for approval of a resolution closing, vacating, and abandoning the unimproved right-of-ways located adjacent to Woodworth Street; the intersection of Woodworth Street and Graber Street; and a portion of Hynson Springs Road. He stated Union

Pacific Railroad is participating in a railroad track improvement program and will pay \$5,000 per right-of-way, which totals \$15,000 for the City.

Mark Rohr, City Manager, stated this the first time implementing the City’s new policy to receive revenue from abandoning right-of-ways, which is reflective of the new approach to City finances.

**Commissioner Hurta made a motion to approve a resolution closing, vacating, and abandoning various unimproved right-of-ways within the incorporated City of Marshall city limits. Commissioner Ware seconded the motion, which passed with a vote of 5:0.**

339. **ADJOURNMENT**

**Commissioner Ware made a motion for adjournment. Commissioner Hurta seconded the motion, which passed with a vote of 5:0.**

**APPROVED:**

\_\_\_\_\_  
**Mayor of the City Commission  
of the City of Marshall, Texas**

**ATTEST:**

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

**Ordinances: O-19-23  
                  O-19-24  
Resolution: R-19-31**

**ITEM 5B**

**CONSENT AGENDA**

**CONSIDER APPROVAL OF A  
RESOLUTION ADOPTING THE CITY OF  
MARSHALL INVESTMENT POLICY**

## MEMORANDUM

To: Mark Rohr, City Manager

From: Elaine Altman, Finance Director

Date: January 2, 2020

Subject: Investment Policy

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The attached Resolution calls for the adoption of the City of Marshall Investment Policy. The Public Funds Investment Act requires that the governing body of an investing entity review its investment policy and investment strategies not less than annually. In accordance with this Act, I am submitting for review the City's Investment Policy.

The City's Investment Policy was last reviewed and approved on January 9, 2019.

**2020 INVESTMENT POLICY**  
**CITY OF MARSHALL, TEXAS**

INVESTMENT POLICY  
CITY OF MARSHALL, TEXAS

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**INVESTMENT POLICY  
CITY OF MARSHALL, TEXAS**

**I. POLICY STATEMENT**

It is the policy of the City of Marshall, Texas ("City") that the administration of its funds and the investment of those funds shall be handled at its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to all applicable state and City statutes governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act. The earnings from investments will be used in a manner that best serves the public trust and interests of the City.

**II. SCOPE**

This investment policy applies to all the financial assets and funds held by the City unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any depository bank. The City commingles its funds into five (5) categories of investments for investment purposes for efficiency and maximum investment opportunity (pooled fund groups).

Operating Funds (General Fund/Water & Sewer Enterprise Fund):

General Fund  
Water & Sewer Enterprise Fund

Special Revenue Funds:

OPEB Funding Fund  
Hotel/Motel Occupancy Tax Fund  
Law Enforcement Fund  
Litter Control Fund  
DARE Fund  
Downtown Projects Fund  
Municipal Court Technology and Efficiency Fund  
Community Development Fund  
Art Center Projects Fund  
Police Special Projects Fund  
Disaster Relief Fund  
Main Street Fund  
Park Trails Fund  
Community Assistance Grant Fund  
Firing Range Fund  
Special Projects Fund  
EMS – ESD Fund  
Street Maintenance Fund  
Municipal Drainage Utility Fund

Debt Service/Bond Reserve Funds:

Water & Sewer Revenue Bond Interest & Sinking Fund  
General Obligation Debt Service Fund  
2001 Combination Tax and Revenue Debt Service Fund (Convention Center)

2010 Combination Tax and Limited Surplus Revenue Certificates of Obligation Debt  
 Service Fund (Energy Efficiency)  
 2016 General Obligation Refunding, Series 2016 (Police/Fire/Parks)  
 2017 Certificates of Obligation, Series 2017  
 2018 General Obligation Refunding, W&S  
 2019 General Obligation Refunding, MCH

Capital Improvement/Bond Funds:

Memorial City Hall Restoration Project Fund  
 Equipment Replacement Fund – General Fund  
 Equipment Replacement Fund – Water and Sewer Enterprise Fund  
 Capital Improvement Fund – General Fund

Trust Funds:

Police Local Relief Fund  
 Firemen’s Emergency Relief Fund  
 Library Funds  
 Meter Trustee Fund

Note: These categorizations (pooled fund groups) are for investing and investment reporting purposes only and do not correspond to fund classifications per the annual financial statement, which are as follows:

Governmental Funds  
 Proprietary Funds  
 Fiduciary Funds

Any new funds created by the City, unless specifically exempted by the City Commission and this policy will be added to the above list in the appropriate category of funds (pooled fund group).

This policy also applies to Marshall Economic Development Corporation and Marshall Downtown Development Corporation.

### **III. OBJECTIVES**

It is the policy of the City that all funds shall be managed and invested with three primary objectives, listed in order of their priority: safety and liquidity; diversification; and yield. These objectives encompass:

Safety of Principal and Maintenance of Adequate Liquidity

Safety of principal is the foremost objective of the City in any investment transaction. Investments of the City shall be undertaken in a manner that seeks to insure the return of its principal.

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes, as well as insuring adequate liquidity necessary to pay obligations as they become due. Cash flow will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

Diversification

It will be the policy of the City to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments.

#### Yield

The City's investment portfolio shall be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow of the portfolio.

#### **IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY**

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, ("Act").

#### **V. DELEGATION OF INVESTMENT AUTHORITY**

The Finance Director, acting upon authority of a resolution of the City Commission is designated as the Investment Officer of the City and is responsible for investment management decisions and activities under the direction of the City Manager. The City Commission and the City Manager are responsible for considering the quality and capability of staff, investment advisors and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program which are consistent with this investment policy. Procedures should include references to: competitive bidding on purchases and sales of investments, safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. The Investment Officer shall designate the Senior Accountant as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available. The designated Senior Accountant may not engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approval by the City Manager.

The Investment Officer and the designated Senior Accountant shall attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties and thereafter, a training session not less than once every two years and receive 10 hours of training. Such training from an independent source shall be approved or endorsed by either the Government Finance Officers Association of Texas, The Government Treasurer's Organization of Texas, The Texas Municipal League, or The University of North Texas Center for Public Management.

#### **VI. PRUDENCE**

The standard of prudence to be used in the investment function shall be the "prudent investor" rule and shall be applied in the context of managing the overall portfolio. This rule states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Investor Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

## **VII. INTERNAL CONTROLS**

The Investment Officer shall establish a system of internal controls which will be reviewed annually with the independent auditor of the City. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City.

## **VIII. AUTHORIZED INVESTMENTS**

Acceptable investments under this policy shall be limited to the instruments listed below. The investments are to be chosen in a manner which promotes diversity of market sector and maturity. The choice of high-grade government investments and high-grade money market instruments is designed to assure the marketability of those investments should liquidity needs arise. The maximum allowable stated maturity of any individual investment owned by the City is three (3) years.

### (A) U.S. Government and State of Texas Investments:

- (1) obligations of the United States or its agencies and instrumentalities, not to exceed three years to stated maturity;
- (2) direct obligations of this state or its agencies and instrumentalities, not to exceed one year to stated maturity, except for City of Marshall, Texas obligations which may have any stated maturity.

### (B) Certificates of deposit, not to exceed one year to stated maturity, if issued by a state or national bank domiciled in this state and is:

- (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
- (2) secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b) of the Public Funds Investment Act or;
- (3) secured in any other manner and amount provided by law for deposits of the City.

### (C) A fully collateralized repurchase agreement, as defined in the Act, if it:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1) of the Public Funds Investment Act; and
- (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
- (4) is placed through a government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(D) No-load money market mutual funds if the mutual fund:

- (1) is registered with and regulated by the Securities and Exchange Commission;
- (2) has a dollar-weighted average stated maturity of 90 days or less;
- (3) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) invests exclusively in authorized investments permitted by the Act.

(E) Public funds investment pools as defined in the Public Funds Investment Act Section 2256.016-2256.019. An investment pool must invest the funds it receives from the City in authorized investments permitted by the Public Funds Investment Act. Further, as required by the Act, a public funds investment pool must continuously be rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(F) If additional types of securities are approved for investment of public funds by state statutes, they will not be eligible for investment by the City until this policy has been amended and the amended version approved by the City Commission.

(G) **Prohibited:** The Investment Officer has no authority to use any of the following investment instruments.

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
- (5) Bankers Acceptances
- (6) Commercial Paper
- (7) Mutual Funds

## **IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The Investment Officer shall invest City funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- (1) Depository Bank;
- (2) Other state or national banks domiciled in Texas that are insured by FDIC. (approved on an individual basis by the City Commission and a contract executed requiring adequate security for the investment/deposit)
- (3) Public funds investment pools.
- (4) Government securities brokers and dealers. (approved on an individual basis by the City Commission)

#### Qualifications for Approval of Broker/Dealers

In accordance with the Act, a written copy of this investment policy shall be presented to any person seeking to sell to the City an authorized investment. A qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has: (Exhibit A)

- (1) received and thoroughly reviewed the investment policy of the City; and
- (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

The Investment Officer may not buy any securities from a person who has not delivered to the City an instrument in substantially the form provided above according to the Act.

## **X. DIVERSIFICATION**

As stated above, it is the policy of the City to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

Maximum

<u>Investment Types</u>	<u>Portfolio Concentration</u>
(1) Obligations of the United States or its agencies and instrumentalities	100%
(2) Direct obligations of this state or its agencies and instrumentalities	50%
(3) Fully insured or collateralized certificates of deposit	100%
(4) Fully collateralized repurchase agreements	100%
(5) Money Market Funds	50%
(6) Public funds investment pools	100%

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow requirements will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment Officer may not invest more than 25% of the portfolio for a period greater than one (1) year. The

Investment Officer may not invest any portion of the portfolio for a period greater than three (3) years. (Except for City of Marshall, Texas obligations; see VIII (A) (2))

## **XI. SAFEKEEPING AND COLLATERALIZATION**

The laws of the State and prudent treasury management require that all purchased securities be held in safekeeping by either the City, a third party financial institution, in an insured account with a designated broker/dealer, or the City's designated depository. All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City.

All securities pledged to the City for certificates of deposit or demand deposits shall be held by an independent third party bank domiciled in Texas. The safekeeping bank may be within the same holding company as the bank from which the securities are pledged.

### Collateralization

Collateralization shall be required on two types of investments:

- (a) certificates of deposits over the FDIC insurance coverage of \$250,000 and
- (b) repurchase agreements.

Collateralization shall be of the type described in VIII (B) (1)-(3).

## **XII. PERFORMANCE EVALUATION AND REPORTING**

The Investment Officer shall submit quarterly to the City Manager and to the City Commission reports containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program. At a minimum, this report shall:

- (1) Describe, in detail, the investment position of the City on the date of the report
- (2) Be signed by the Investment Officer
- (3) Contain a summary statement of each category of investments (pooled fund group) that states the:
  - (a) Beginning market value for the period;
  - (b) Additions and changes to the market value for the period; and
  - (c) Ending market value for the period
- (4) State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and category of investment (pooled fund group)
- (5) State the maturity date of each separately invested asset that has a maturity date
- (6) State the category of investments (pooled fund group) for which each individual investment was acquired
- (7) State the compliance of the investment portfolio of the City as it relates to:
  - (a) The investment strategy expressed in the City's Investment Policy; and
  - (b) Relevant provisions of the Act
- (8) Overall current yield of the portfolio by asset type and in total
- (9) Rate of return over current reporting period and year to date in total, by pooled fund group, and by asset type

**XIII. DEPOSITORIES**

The City will designate one banking institution through a competitive process as its central banking services provider every two years. This institution will be used for normal banking services including disbursements, deposits, lockbox, controlled disbursement and safekeeping of securities. Other banking institutions from which the City may purchase certificates of deposit may also be designated after they provide their latest audited financial statements to the City.

**XIV. INVESTMENT POLICY ADOPTION BY CITY COMMISSION**

The City's investment policy shall be reviewed, on an annual basis, by the City Commission and the City Manager. The City's investment policy shall be adopted annually by resolution of the City Commission.

**XV. AMENDMENT**

In the event State law changes and the City cannot invest in the investments described in this policy, this policy shall automatically be conformed to existing law. Any other changes or modifications to this policy must be approved by the City Commission.

**AMENDED AND ADOPTED ON THIS THE 9<sup>th</sup> DAY OF JANUARY, 2020.**

\_\_\_\_\_  
Chairman of the City Commission  
Marshall, Texas

Attest:

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

**APPENDIX A**

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the City of Marshall, Texas (the Investor) and \_\_\_\_\_ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Investor on such terms as are defined in the Texas Public Funds Investment Act, chapter 2256, Texas Government Code,
2. The Qualified Representative of the Business Organization has received and reviewed the Investor’s Investment Policy furnished by the Investor, and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor’s Investment Policy. However, authorization dependent upon an analysis of the makeup of the Investor’s entire portfolio or which requires and interpretation of subjective investment standards by the Investor is not required by the Business Organization.

Qualified Representative of the Business Organization

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B

### INVESTMENT STRATEGIES BY POOLED FUND GROUP

All pooled fund groups will have the three primary objectives described in Section III of this policy; safety and liquidity; diversification; and yield.

#### **Operating Funds (General Fund/Water & Sewer Enterprise Fund)**

Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Consequently, these funds will be invested in short-to-medium term securities which will complement each utilizing a staggered maturity basis.

#### **Special Revenue Funds**

Special Revenue Funds, as with Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Consequently, these funds also will be invested in short-to-medium term securities which will complement each utilizing a staggered maturity basis. However, in certain cases, longer term securities which result in a better yield may be utilized when matched to specific requirements. These portfolios should include approximately 5-10% in highly liquid securities to allow for flexibility and unanticipated outlays.

#### **Debt Service/Bond Reserve Funds**

Debt Service/Bond Reserve Funds have as their primary objective to assure investment liquidity adequate to cover debt service obligations on the required payment dates. Securities purchased shall not have a stated final maturity date which exceeds the next debt service payment date.

#### **Capital Improvement/Bond Funds**

Capital Improvement and Bond Funds shall have as their primary objective to assure funds are available at the time project outlays are required to be made. The Investment Officer will confer with the Water Utilities/Public Works Director and obtain anticipated cash flow requirements for each ongoing project and determine the appropriate term of securities to be purchased for each individual fund. These securities may be short-to-medium or longer term securities, depending upon current market yields. The stated final maturity date of securities held in a particular fund may not exceed the estimated project completion date. These portfolios should include approximately 5-10% in highly liquid securities to allow for flexibility and unanticipated outlays.

#### **Trust Funds**

Trust Funds, as with Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Consequently, these funds also will be invested in short-to-medium term securities which will complement each utilizing a staggered maturity basis. However, in certain cases, longer term securities which result in a better yield may be utilized when matched to specific requirements. These portfolios should include approximately 5-10% in highly liquid securities to allow for flexibility and unanticipated outlays.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION ADOPTING THE CITY OF MARSHALL, TEXAS INVESTMENT POLICY**

**WHEREAS**, the Public Funds Investment Act, as amended, requires the City to adopt an investment policy by rule, order, ordinance or resolution; and

**WHEREAS**, the Public Funds Investment Act, as amended, requires the Finance Director and all investment officers of the City to attend investment training; and

**WHEREAS**, the City Commission of the City of Marshall, Texas approves of the investment training courses sponsored by the Texas Municipal League, the Government Finance Officers Association of Texas, the Government Treasurer’s Organization of Texas, and the University of North Texas Center for Public Management; and

**WHEREAS**, the Finance Director and the Senior Accountant are required to attend an investment training course sponsored by one or more of the aforementioned organizations; and

**WHEREAS**, the City Commission authorizes the investment officer of the City of Marshall, Texas to acquire investments from the City’s depository bank; other state or national banks domiciled in Texas that are insured by FDIC (approved on an individual basis by the City Commission); public funds investment pools; and the following brokers and dealers: (1) Chase Investment Services Corp and (2) Edward D. Jones and

**WHEREAS**, the attached investment policy and incorporated revisions comply with the Public Funds Investment Act, as amended, and authorize the investment of City funds in safe and prudent investments.

**WHEREAS**, the City’s investment policy requires that the policy be reviewed and adopted annually. Now, therefore,

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

The City of Marshall, Texas has complied with the requirements of the Public Funds Investment Act, and the Investment Policy, attached hereto is hereby adopted as the investment policy of the City of Marshall, Texas effective January 9, 2020.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of January 2020.

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

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

## **ITEM 5C**

### **CONSENT AGENDA**

#### **APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRISON COUNTY FOR ANIMAL ADOPTION CENTER SERVICES**

## MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: January 3, 2020

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

---

The annual Interlocal Agreement with Harrison County for Adoption Center Services is attached. This agreement covers the time period of October 1, 2019 to September 30, 2020. The terms of the agreement remain the same as last year.

The City has been working with the County to determine the best interests of the Adoption Center, however, the County will not be able to commit additional funding for this interlocal agreement until October 2020.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND HARRISON COUNTY, TEXAS FOR ANIMAL ADOPTION CENTER SERVICES FOR HARRISON COUNTY FOR 2019 - 2020**

**STATE OF TEXAS**

**COUNTY OF HARRISON**

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

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

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

**WHEREAS**, the County has a need for certain Adoption Center Services and is not equipped to render such services and the County has historically relied on the City to provide such adoption center services; and

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

**WHEREAS**, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide Adoption Center and Impoundment Services to the citizens of the County and the City;

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

1. City of Marshall, through the Marshall Police Department, Animal Control Division, agrees to furnish adoption center services to the citizens of Harrison County, Texas, for a period of one (1) year, beginning October 1, 2019 and ending September 30, 2020, in accordance with the terms, provisions and conditions as set forth below.

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

3. In consideration of the adoption center services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$39,100.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$3,258.33. These funds paid by the County must be used by the City of Marshall to operate and maintain the Marshall Adoption Center and the services provided at that facility.

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

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

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

7. This agreement shall be for a period of one (1) year, beginning October 1, 2019 and ending September 30, 2020.

8. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1<sup>st</sup> day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same

shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF MARSHALL

BY: \_\_\_\_\_  
Elaine Altman, City Secretary

BY: \_\_\_\_\_  
Mark Rohr, City Manager

ATTEST:

HARRISON COUNTY

BY: \_\_\_\_\_  
Liz James, County Clerk

BY: \_\_\_\_\_  
Chad Sims, County Judge

**ITEM 5D**

**CONSENT AGENDA**

**APPROVAL OF AMENDMENT #2 TO THE  
MUNICIPAL MAINTENANCE  
AGREEMENT WITH THE TEXAS  
DEPARTMENT OF TRANSPORTATION  
FOR MOWING SERVICES**



**TO:** Members of the City Commission

**FROM:** Eric Powell, PE   
Director of Public Works

**DATE:** January 3, 2020

**SUBJECT:** Consider approval of amendment #2 to the Municipal Maintenance Agreement with the Texas Department of Transportation for the maintenance, control, supervision, and regulation of certain state highways and/or portions of state highways in the City of Marshall

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At the October 24, 2019 meeting, the City Commission approved an update to the original existing Municipal Maintenance Agreement between the City of Marshall and the local Texas Department of Transportation. The approved update established a monetary reimbursement from TxDOT, in the amount of \$3,069.00 annually, for a period of five (5) years, to the City of Marshall for supplemental mowing and litter control for the right-of-way of Highway 59, from Interstate 20 to Loop 390.

This second amendment is a revision to the update approved by the Commission in October, whereby TxDOT has further agreed to reimburse the City of Marshall an additional \$6,120.00 per year for the maintenance of the Interstate 20/Highway 59 interchange. This would increase the total reimbursement from TxDOT to the City of Marshall to \$9,189.00.

As a reminder, our basic responsibilities outlined within the agreement are the maintenance of existing lighting on Highway 59, from Interstate 20 northward to Highway 43 North; enforcement of signage, such as speed limit and no parking; enforcement of weight, length, height, width, and weight; preventing encroachments within the right-of-way; street signage; mowing and litter pick-up; street sweeping; and snow and ice control.

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT #2 TO MUNICIPAL MAINTENANCE AGREEMENT**

**WHEREAS**, on the 14th day of July 2016, the Texas Department of Transportation, the "State", and the City of Marshall, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

**WHEREAS**, the State, under the aforementioned Agreement, provides mowing maintenance of approximately 42 acres on US 59 and 35 acres on IH 20 within the city; and

**WHEREAS**, the State, conducts this mowing maintenance through its mowing contractors; and

**WHEREAS**, the City, desires to perform additional mowing maintenance on the aforementioned state routes; and

**WHEREAS**, the City and the State agree to amend the existing Municipal Maintenance Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

**States Responsibilities (Non-Controlled Access)**

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available. Reimburse the City for mowing US 59 from 0.01 miles north of Loop 390 to the south city limits of Marshall and IH 20 at the interchange with US 59. Reimbursement shall be limited to (3) mowing cycles per year; (2) full width cycles and (1) median only cycle (refer to Table 1). The rate of reimbursement shall be based on the 2019 mowing costs for Harrison County (Tract 6). The average cost for each cycle was \$33.00 per acre for mowing. Reimbursement may be further limited if the State adopts a statewide policy reducing the number of mowing cycles to less than (3) per year.

If there is a State policy change to further reduce the State's mowing cycles, the State shall notify the City, in writing, within (60) days of this

change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

Reimbursement will not be made if the roadway is under construction or if it is taken off the state system.

#### **City Responsibilities (Non-Controlled Access)**

7. Perform mowing and litter pickup. Mow for the entire right-of-way width as described in Table 1 for a minimum period of (5) years.
10. Submit invoices for mowing cycles at intervals as established above.

Reimbursement will not be made if the roadway is under construction or if it is taken off the state system.

The City agrees that mowing, if performed by employees of the City; the City shall show proof of self-insurance. If mowing is performed by a contractor(s) selected by the City through its selection process, the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The City will also require any contractor(s) to agree to indemnify and save harmless the State from all claims and liability due to the contractor's materials or activities of itself, its agent or employees under agreement with the City that are caused or may result from error, omission or negligent act. Prior to any mowing by the City's employees, such evidence of self-insurance or certificate of insurance shall be provided to the State.

#### **TERMINATION**

This amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without notice after (5) years, and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any service under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

In all other respects, the Agreement shall remain in force and effect without change.

**IN TESTIMONY WHEREOF**, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

**THE CITY OF MARSHALL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

**APPROVED:**

By:

\_\_\_\_\_  
Michael C. Anderson, P.E.  
Atlanta District Engineer  
Texas Department of Transportation

Date:

\_\_\_\_\_

TABLE 1

HIGHWAY	LIMITS	CYCLE	ACREAGE
US59	FROM 0.01 MILES NORTH OF LOOP 390 TO SOUTH CITY LIMITS OF MARSHALL	1	42
IH 20	AT US 59 INTERCHANGE	1	35
US59	FROM 0.01 MILES NORTH OF LOOP 390 TO SOUTH CITY LIMITS OF MARSHALL (MEDIAN ONLY)	2	9
IH 20	AT US 59 INTERCHANGE (MEDIAN ONLY)	2	3
US59	FROM 0.01 MILES NORTH OF LOOP 390 TO SOUTH CITY LIMITS OF MARSHALL	3	42
IH 20	AT US 59 INTERCHANGE	3	35
<b>TOTAL ACREAGE / YEAR</b>			<b>166</b>

## **ITEM 5E**

### **CONSENT AGENDA**

### **MONTHLY FINANCIAL REPORT**

## MEMORANDUM

To: Mark Rohr, City Manager

From: Elaine Altman, Finance Director

Date: January 2, 2020

Subject: November Revenue and Expense Report Summaries – General Fund and Water and Sewer Enterprise Fund

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Attached is the Revenue and Expense Report Summaries for November. This report provides current month, year to date, and budgeted amounts for major revenue categories and expenditures by department. The report also provides a percent of current budget. On average, a department will expend approximately 8.33% of its budget on a monthly basis and this can be used as a benchmark when reviewing this report.

**CITY OF MARSHALL**  
**REV/EXP/BUD - SHORT REPORT - NEW**  
**PERIOD ENDING: NOVEMBER 2019**

GENERAL FUND	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	11/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED	REMAINING BUDGET
<b>REVENUES:</b>								
TAXES	1,585,048	11,004,462	10,481,229	12,218,368	12,218,368	11,200,171	90.07	1,213,906
LICENSES & PERMITS	15,567	175,698	145,526	195,000	195,000	178,750	90.10	19,302
INTERGOVERNMENTAL REVENUE		112,187	124,968	146,235	146,235	134,049	76.72	34,048
FEES	397,994	4,428,453	3,993,981	5,457,022	5,457,022	5,002,270	81.15	1,028,569
FINES & FORFEITURES	19,975	544,371	891,451	625,000	625,000	572,917	87.10	80,629
MISCELLANEOUS REVENUE	21,558	2,000,098	1,644,552	2,554,219	1,941,922	1,780,095	103.00	-58,176
<b>TOTAL GENERAL FUND REVENUE</b>	<b>2,040,142</b>	<b>18,265,269</b>	<b>17,281,707</b>	<b>21,195,844</b>	<b>20,583,547</b>	<b>18,868,251</b>	<b>88.74</b>	<b>2,318,278</b>
<b>EXPENSES:</b>								
GENERAL GOVERNMENT	52,091	425,730	380,027	508,624	508,624	466,239	83.70	82,894
FINANCE	59,734	489,033	519,107	569,889	569,889	522,398	85.81	80,856
POLICE	615,562	5,171,894	4,355,246	5,587,740	4,975,443	4,560,823	103.95	-196,451
FIRE	504,670	3,902,512	3,853,023	4,227,616	4,085,109	3,744,683	95.53	182,597
PUBLIC SERVICES	314,293	4,150,017	2,906,490	4,885,847	4,834,215	4,431,364	85.85	684,198
PLANNING	82,217	438,455	443,795	463,878	454,378	416,513	96.50	15,923
SUPPORT SERVICES	139,027	1,420,688	1,418,857	1,632,977	1,633,477	1,497,354	86.97	212,789
TOURISM & PROMOTIONS	51,954	383,081	522,329	451,195	455,445	417,491	84.11	72,364
PARKS & RECREATION	72,094	681,137	776,989	717,565	743,970	681,973	91.55	62,833
NON DEPARTMENTAL	170,981	1,873,249	1,764,008	2,029,041	2,019,510	1,851,218	92.76	146,261
APPRAISAL DISTRICT	0	93,487	97,910	93,487	93,487	85,696	100.00	0
INTERFUND TRANSFERS	0	0	0	312,473	0	0	0.00	0
CAPITAL OUTLAY	58,715	114,473	110,231	210,000	210,000	192,500	54.51	95,527
<b>TOTAL GENERAL FUND EXPENSES</b>	<b>2,121,337</b>	<b>19,143,756</b>	<b>17,148,012</b>	<b>21,690,332</b>	<b>20,583,547</b>	<b>18,868,251</b>	<b>93.01</b>	<b>1,439,792</b>
<b>TOTAL GENERAL FUND</b>	<b>(81,195)</b>	<b>(878,486)</b>	<b>133,694</b>	<b>(494,488)</b>	<b>0</b>	<b>0</b>		

**CITY OF MARSHALL**  
**REV/EXP/BUD - SHORT REPORT - NEW**  
**PERIOD ENDING: NOVEMBER 2019**

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	11/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED	REMAINING BUDGET
<b>WATER &amp; SEWER ENTERPRISE FUND</b>								
<b>REVENUES:</b>								
PERMITS & FEES	1,046	10,079	13,031	15,200	15,200	13,933	66.31	5,122
WATER & SEWER CHARGES	681,811	8,936,890	9,243,467	10,447,560	10,447,560	9,576,930	85.54	1,510,670
MISCELLANEOUS REVENUES	3,941	61,097	65,071	63,000	63,000	57,750	96.98	1,903
<b>TOTAL W&amp;S REVENUE</b>	<b>686,799</b>	<b>9,008,065</b>	<b>9,321,569</b>	<b>10,525,760</b>	<b>10,525,760</b>	<b>9,648,613</b>	<b>85.58</b>	<b>1,517,695</b>
<b>EXPENSES:</b>								
ADMINISTRATION	45,955	287,613	315,528	387,060	387,060	354,805	74.31	99,448
WATER PRODUCTION	113,438	1,314,862	1,249,101	1,390,823	1,280,162	1,173,482	102.71	-34,700
DISTRIBUTION/COLLECTION	210,117	1,316,145	1,653,856	2,114,839	2,114,839	1,938,602	62.23	798,694
WASTEWATER TREATMENT	109,685	1,301,461	1,413,996	1,411,849	1,324,407	1,214,040	98.27	22,946
WATER BILLING	55,748	438,444	472,673	522,959	522,959	479,379	83.84	84,515
ENGINEERING	7,850	56,330	57,202	61,503	61,503	56,378	91.59	5,173
NON DEPARTMENTAL	74,884	913,080	863,331	991,122	936,501	858,459	97.50	23,421
INTERFUND TRANSFERS	0	3,872,573	3,796,319	3,900,829	3,898,329	3,573,468	99.34	25,756
<b>TOTAL W&amp;S EXPENSES</b>	<b>617,677</b>	<b>9,500,508</b>	<b>9,822,006</b>	<b>10,780,984</b>	<b>10,525,760</b>	<b>9,648,613</b>	<b>90.26</b>	<b>1,025,252</b>
<b>TOTAL WATER &amp; SEWER FUND</b>	<b>69,121</b>	<b>(492,443)</b>	<b>(500,437)</b>	<b>(255,224)</b>	<b>0</b>	<b>0</b>		

## **ITEM 5F**

### **CONSENT AGENDA**

#### **STREET SWEEPING ACTIVITY REPORT**



**TO:** Members of the City Commission

**FROM:** Eric Powell, PE   
Director of Public Works

**DATE:** January 2, 2020

**SUBJECT:** Street Sweeping Activity Report for December 2019

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The Street Sweeping Activity Report for the month of December 2019 is attached for review by the City Commission.

## STREET SWEEPING ACTIVITY REPORT DECEMBER 2019

STREET NAME	NUMBER OF TIMES SWEPT
Alamo Blvd.	1
S. Allen Blvd.	1
N. Allen Blvd.	1
Ambassador Blvd.	1
Austin St. (Downtown)	6
E. Austin St.	1
Bolivar St. (Downtown)	6
S. Bolivar	1
Bridle Path	1
Buena Vista Dr.	1
E. Burleson St.	1
Burleson St.	6
S. Carter St.	2
Carters Ferry Rd.	1
Courthouse Square (Downtown)	6
Crockett St.	1
Enfield St.	1
E. Fannin	1
Fitzgerald St.	1
Halbert St.	1
Henley Perry Dr.	1
Hollis Taylor St.	1
E. Houston St.	2
Hulane St.	1
Idylwild Terrace	2
Jasper Dr.	1
John Reagan St.	2
Johnson St.	1
Lafayette St.	1
Marshall St.	1
Memorial Dr.	1
Merritt St.	1
Mobile St.	1
Pecan St.	1
Pine Burr Terrace	1

STREET NAME	NUMBER OF TIMES SWEPT
Redwood Trail	1
Rosborough Springs Rd.	1
Rusk St. (Downtown)	6
Sallie Sue Dr.	1
Sanford St.	2
Shirley St.	1
Slone Dr.	1
E. Travis St.	2
University Ave.	1
Warren Dr.	1
N. Washington Ave. (Downtown)	4
Washington Place East	1
Washington Place North	1
Washington Place South	1
Wellington St. (Downtown)	6
Wildwood Terrace	1
Wiley Ave.	1
Wingwood Terrace	1

## **ITEM 5G**

### **CONSENT AGENDA**

### **MUNICIPAL COURT ACTIVITY REPORT**

## MEMORANDUM

To: Mark Rohr, City Manager

From: Elaine Altman, Finance Director

Date: January 2, 2020

Subject: December 2019 Municipal Court Activity Report

---

The attached report identifies the type and number of cases filed, financial information, number of trials/hearings, warrants and dispositions for the month of December. The report also includes OCA (Office of Court Administration – Austin, TX) monthly data compiled indicating total active and inactive cases.

Leland Benoit, Court Administrator, is currently working with the Prosecutor and OCA to compile the case load information requested by Commissioner Calhoun.

**Cases Filed**

STEP Site	Traffic	Penal	City Ordinance	Parking	Other	Total
0	227	18	14	6	4	269

**Financial**

State Costs	City Costs	Fines	Tech Fund	Bld Security	Total
\$19,143.91	\$9,057.01	\$9,859.13	\$1,452.00	\$15,187.63	\$54,699.68

**Trials/Hearings**

Jury	Bench	Appealed	Total
0	15	0	15

**Warrants**

Issued	Recalled	Served	Fees Collected	Amount Collected	Outstanding
98	21	39	\$1,598.05	\$9,051.20	\$2,719,332

**Dispositions**

Paid	Time Served	Dismissed	Appealed	Total
199	23	112	0	341

Office of Court Administration – Austin, TX

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

Active cases: 1187

Inactive cases: 5147

## **ITEM 5H**

### **CONSENT AGENDA**

#### **APPROVAL OF AN APPOINTMENT TO THE CHARTER REVIEW COMMITTEE**

## MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: January 2, 2020

Subject: Consider Approval of an Appointment to the Charter Review Committee

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This item has been placed on the agenda to fill a vacancy on the Charter Review Committee.

At the November 21, 2019 Regular Commission meeting, Commissioners made appointments to the Charter Review Committee. Since that time, committee member Garrett Boersma has resigned from the committee making it necessary for Commissioner Hurta to make a new committee appointment.

Commissioner Hurta appoints Ed Smith to fill the vacancy on the committee.

## **ITEM 6A**

### **PRESENTATION**

### **PRESENTATION REGARDING THE 2020 CENSUS**

## MEMORANDUM

To: Members of the City Commission  
From: Mark Rohr, City Manager  
Date: January 3, 2020  
Subject: Presentation regarding the 2020 Census

---

Evie Henson, 2020 Decennial Census Partnership Specialist, will be at the meeting on Thursday to provide a presentation regarding the 2020 Census.

## **ITEM 7A**

### **PUBLIC HEARING & ORDINANCE**

**PUBLIC HEARING AND CONSIDER AN  
ORDINANCE APPROVING A SPECIAL  
USE PERMIT TO ALLOW A DAY CARE  
AT 307-B POPE STREET, GENERALLY  
LOCATED NORTH OF POPE STREET,  
APPROXIMATELY 85 FEET WEST OF  
BLOCK STREET INTERSECTION**



## Agenda Information Sheet

January 9, 2020

### Agenda Item

**SUP-19-02** - Conduct a public hearing and consider an ordinance adopting a Special Use Permit to allow for a daycare at 307-B Pope Street. Generally located north of Pope Street and approximately 85 feet west of Block Street.

Applicant:	Anita Taylor 406 Jasper Drive Marshall Texas, 75670
Property Owner	Larry Hooper 1207 South Washington, Marshall, Texas 75672
Surrounding Property Notices	7 Notices Sent within 200 ft. of the Site 0 Responses back
Existing Zoning	I-1 (Light Industry)

### Background & Summary of Request:

The Zoning Ordinance requires that daycares in an I-1(light industry) obtain a Special Use Permit. Special Use Permits are required in certain instances when a proposed use may be found acceptable on a particular tract if designed in a manner that protects the existing neighborhood or surrounding properties. For this reason, the Zoning Ordinance requires a site plan be submitted as a part of a special use permit application to ensure the use is developed in a manner to ensure the proposed use will not negatively affect nearby existing uses. In this particular case, the property is already developed and no exterior changes to the site are being proposed by the applicant. Below is a development review analysis of the site:

The subject property is approximately 0.269 acres in size and developed with a 2496 square foot building.

The table below outlines the surrounding zoning and land uses:

	<b>Zoning Classification</b>	<b>Land Use</b>
North of the Property	I-1(Light Industry)	Industry
East of the Property	I-1 (Light Industry)	Commercial Use
South of the Property	C-2 (Retail Business)	City Park
West of the Property	I-1 (Light Industry)	Commercial Use

**Access/Parking:** There is off-street parking provided at the rear of the building. Parking requirements are 1 space per 6 children. The applicant is permitted currently for up to 42 children, which equates to 7 parking spaces. Applicant will meet the parking requirements.

**Water & Sewer:** The site is serviced by an 8 inch water line and a 4 inch sewer along Pope Street.

**Suggested Motions:**

1. Motion to approve case number SUP-19-02 as requested.
2. Motion to approve case number SUP-19-02 with conditions.
3. Motion to deny case number SUP-19-02.

**Attachments:**

1. Aerial of Site
2. Pictures of the Site and Surrounding Area
3. Property Owner Notification Map
4. Site Plan
5. Ordinance

SUP-19-02  
ARIEL WITH CURRENT  
ZONING



C-2

SOUTH GROVE STREET

BLOCK STREET

Block St

I-1

SUBJECT PROPERTY

I-1

I-1

POPE STREET

Pope St

C-2

S Grove St



SUP19-02  
Site Pictures



Subject Property



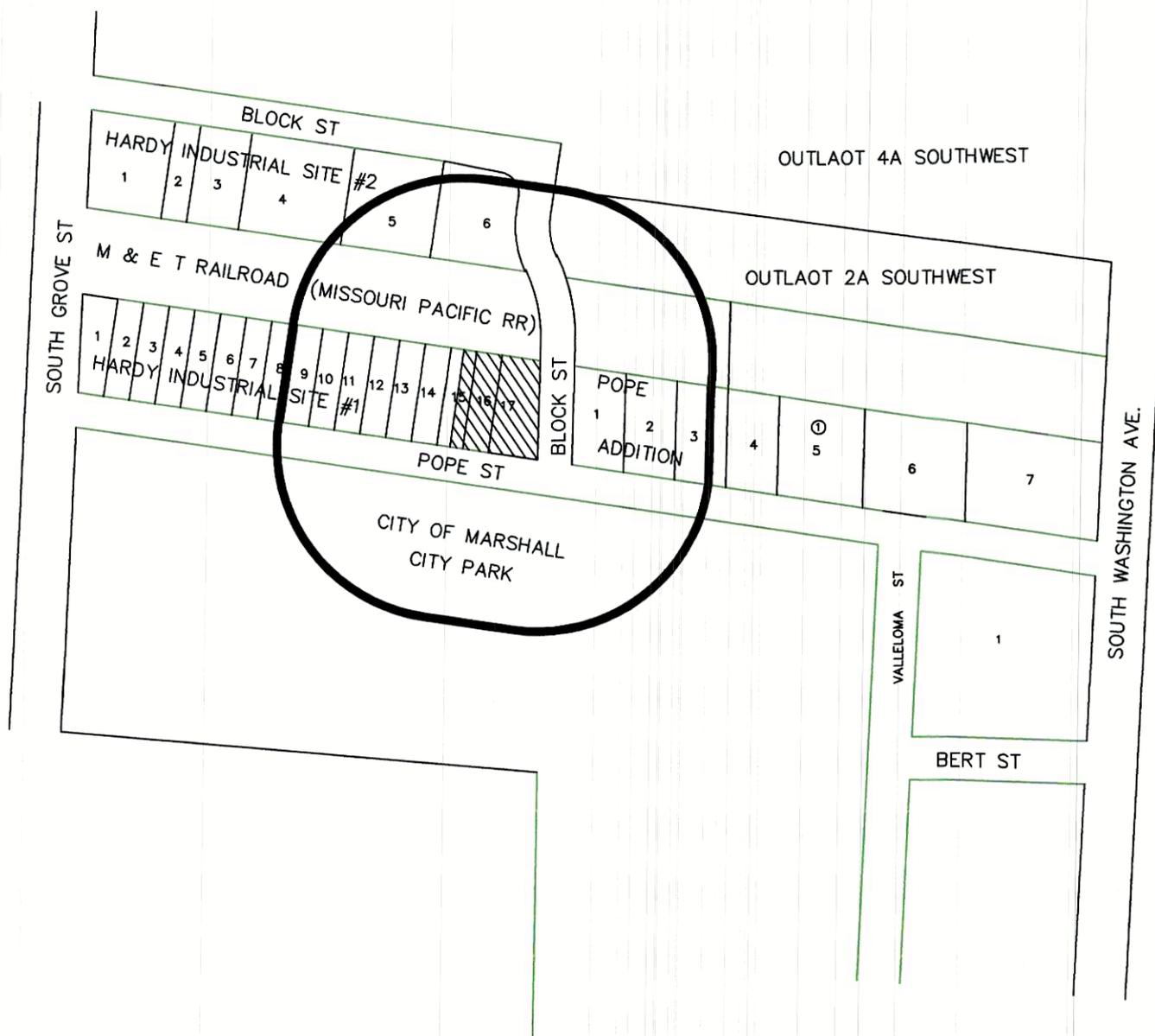
Commercial to the east of Subject property



Commercial to the west of subject property.



City Park to the south of subject property.



**Case No.** SUP-19-02

**Scale:** 1"=200'

**Date:** 11-12-19

**PLANNING DEPARTMENT  
CITY OF MARSHALL, TEXAS**

**Remarks:** a request for  
 a Special Use Permit  
 for a Daycare  
 on a 0.269 acre tract.  
 Being lots 16,17 and east  
 half of 15 Hardy Industrial  
 Addition #1

Location: 307-B Pope St.  
 Applicant: Anita Taylor



Layers

Page 60

Labels

Contours

US Parcels

PARC13

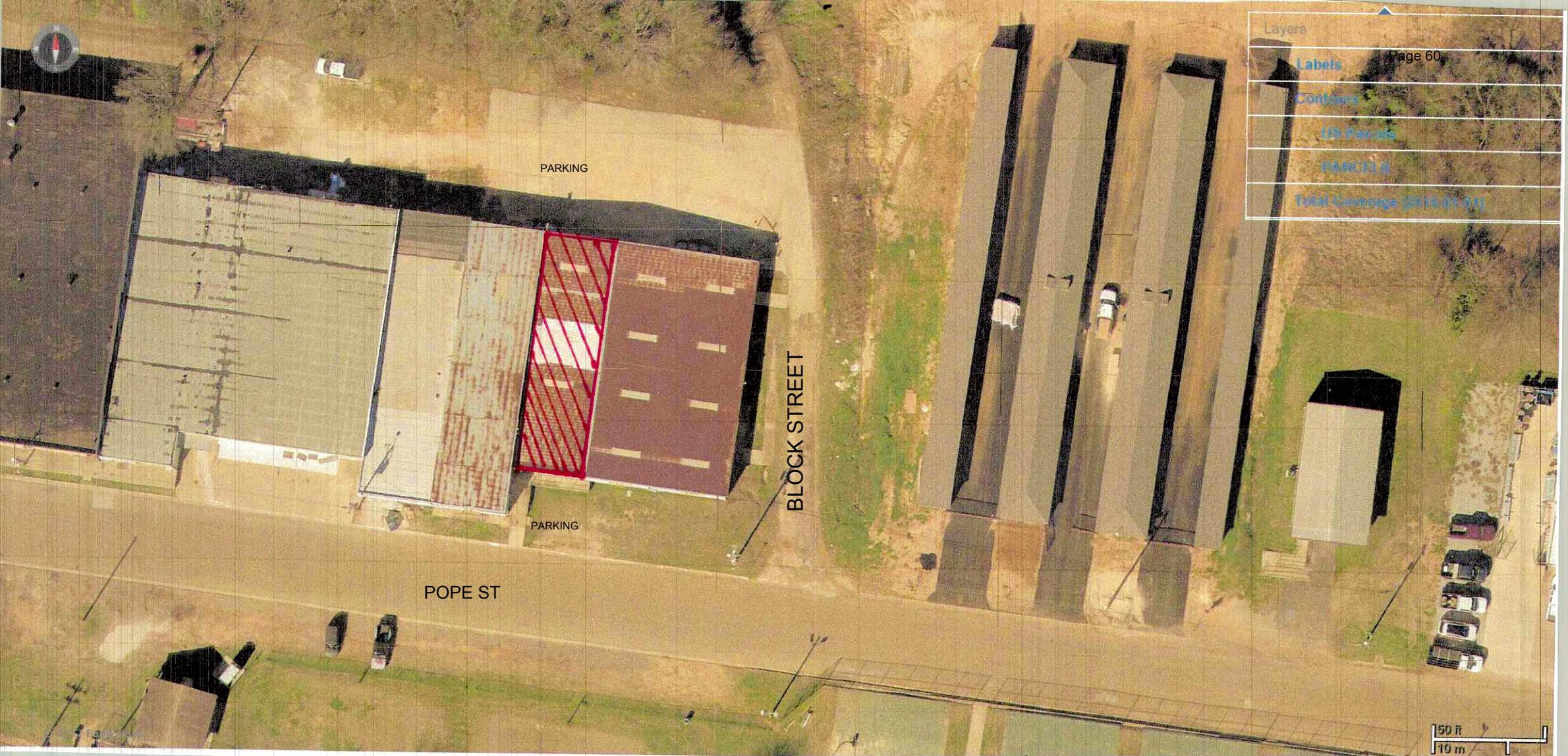
Total Coverage (2016-01-01)

PARKING

PARKING

BLOCK STREET

POPE ST



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE FOR A SPECIAL USE PERMIT FOR A DAY CARE USE ON PROPERTY LEGALLY DESCRIBED AS BEING 0.269 ACRES OF LAND, BEING LOT 16-17 E/2 15 BLOCK 1 OF THE HARDY INDUSTRIAL SUBDIVISION, GENERALLY LOCATED NORTH OF POPE STREET AND APPROXIMATELY 85 FEET WEST OF BLOCK STREET, COMMONLY KNOWN AS 307-B POPE STREET, WITHIN THE BOUNDARIES OF THE CITY OF MARSHALL, TEXAS.

WHEREAS, the City of Marshall enacted zoning on December 13, 1951 and amended said ordinance on July 7, 1963 and on March 26, 1987 repealed and replaced all ordinance with Ordinance No. 0-87-13 amending the Code of Ordinances of the City of Marshall to add Chapter 32 regarding Zoning; and

WHEREAS, a Zoning District Map was adopted as a part of Ordinance No. 0-87-13; and

WHEREAS, Chapter 32, Section 22 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request special use permits; and

WHEREAS, the Planning & Zoning Commission, after due and proper notice in the manner and for the length of time required by law, held a public hearing for the purpose of considering proposed special use permit; and

WHEREAS, after the close of said public hearing and pursuant thereto, the Planning & Zoning Commission filed a written report with the City Commission, recommending approval of the requested special use permit; and

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Commission held a public hearing in Marshall, Texas at City Hall on the 9<sup>th</sup> day of January, 2020, at 6:00pm for the purpose of considering the requested special use permit, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

WHEREAS, the City Commission, after considering the proposed request and after hearing all parties and citizens desiring to be heard, deems that the following request are necessary and for the best interest of the general welfare of the citizens of the City of Marshall, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS THAT:

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. A special use permit is hereby granted for a day care use on property legally described as being 0.269 acres of land, being Lot 16-17 and the E/2 15 Block 1 of the Hardy Industrial Subdivision, generally located north of Pope Street and approximately 85 feet west of Block Street, commonly known as 307-B Pope Street.

Section 3. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED on first reading the 9<sup>th</sup> day of January, 2020.

AYES: \_\_  
NOES: \_\_  
ABSTAINED: \_\_

PASSED on second reading the 23<sup>rd</sup> day of January, 2020.

AYES: \_\_\_\_  
NOES: \_\_\_\_  
ABSTAINED: \_\_\_\_

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MAYOR OF THE CITY COMMISSION  
OF THE CITY OF MARSHALL, TEXAS

ATTEST:

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CITY SECRETARY

## **ITEM 7B**

### **PUBLIC HEARING & ORDINANCE**

**PUBLIC HEARING AND CONSIDER AN  
ORDINANCE AMENDING THE OFFICIAL  
ZONING MAP FOR A 0.693 ACRE TRACT  
OF LAND FROM C-2 (RETAIL BUSINESS)  
TO C-3 (GENERAL BUSINESS), THE  
SUBJECT PROPERTY MORE  
COMMONLY KNOWN AS 2009 EAST  
HOUSTON STREET**



# Agenda Information Sheet

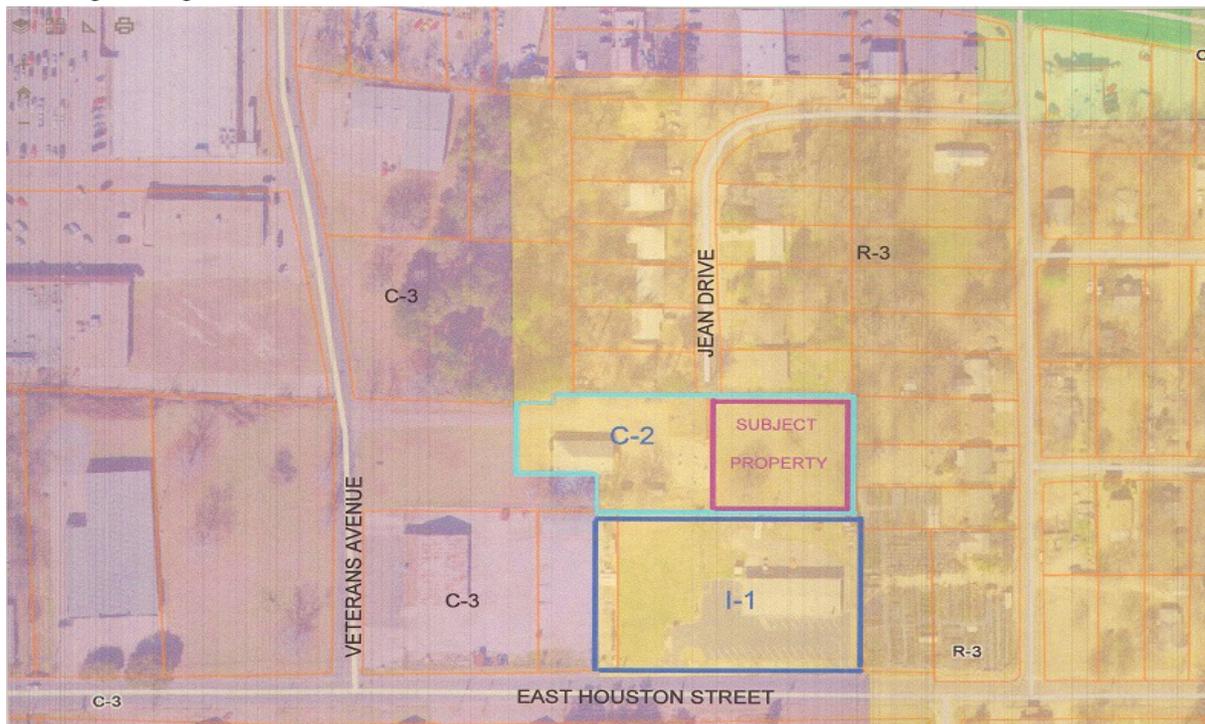
## January 9, 2020

### Agenda Item

**Z-19-07** - Conduct a public hearing and consider an ordinance amending the official zoning map a for a 0.693 acre tract of land from C-2 (Retail Business) to C-3 (General Business). The subject property is generally located on the north side of East Houston Street, east of Veterans Avenue and at the end of Jean Drive, more commonly known as 2009 East Houston Street.

Applicant:	Matthew Kuhn 3623 South Garrett St. Marshall Texas, 75670
Property Owner	Matthew Kuhn 3623 South Garrett St. Marshall Texas, 75670
Surrounding Property Notices	16 Notices Sent within 200 ft. of the Site 0 Responses back
Existing Zoning	C-2(Retail Business)
Proposed Zoning	C-3 (General Business)

### Existing Zoning



**Background & Summary of Request:**

The subject property is currently vacant. The applicant would like to have rezoned to utilize the property for storage of equipment for his existing HVAC business, which adjoins to the south. In 1999 the property and surrounding to the west and south was rezoned to C-2(Retail Business). In 2001 the southerly portion was rezoned to I-1(Light Industry).



The table below outlines the surrounding zoning and land uses:

	<b>Zoning Classification</b>	<b>Land Use</b>
North of the Property	R-3(Single Family Detached)	Residential
East of the Property	R-3(Single Family Detached)	Residential
South of the Property	I-1 (Light Industry)	Commercial Use
West of the Property	C-2 (Retail Business)	Commercial Use

**Water & Sewer:**

The site is serviced by a 6” water line, and a 6” sewer along East Houston Street.

**Comprehensive Plan and Future Land Use Map Analysis:**

The subject property is designated as “Commercial/Office/Service” on the Future Land Use Map. Chapter 3, of the Comprehensive Plan states that the amount of retail/commercial development should be balanced appropriately with existing and proposed residential land use. Retail/Commercial development should be compatibly designed with adjacent neighborhoods, or in the case of new development, the character of this area should be maintained by ensuring that new development is sensitive to the surrounding built and natural context in scale and form as described above.

**Zoning Classification Analysis:**

The current zoning designation on the subject property is C-2 (Retail Business) which is established to provide a variety of site choices for retail development or other development requiring a higher density of commercial establishments. The requested zoning designation of C-3 (General Business) is established to provide for appropriate locations for development of more intense and higher density business districts that are considered non-offensive.

The following questions should be answered when determining if a zoning change is appropriate:

1. Will the proposed change be in compliance with the goals of the Comprehensive Plan?

*The request is in compliance with the Future Land Use Plan; see the Comprehensive Plan/Future Land Use Map Analysis section above.*

2. Will there be an adverse impact on surrounding property if the request is approved?

(In evaluating this question, consideration should be given to all permitted uses in the proposed new zoning and the impact it could have on surrounding property.) *There are no known negative impacts on the surrounding properties it is not believed that formally changing the zoning designation will result in a negative impact.*

3. Is the property suitable for use as it is currently zoned or does the zoning need to be changed to allow the property to be put to use in a way that is in keeping with the surrounding activities.

*The current layout of the property and surrounding property would not be ideal for a typical retail development, therefore the C-2 district may not be the most appropriate for the tract of land in question. Given the existing conditions of the property and surrounding land uses, the C-3 zoning designation may be more appropriate.*

4. What is the relationship of the proposed change to the health, safety and welfare of the general community? In other words, will the change make the community better or is it merely for the convenience of the owner? *Rezoning to C-3 should not have any negative impact on the surrounding properties.*

**Suggested Motions:**

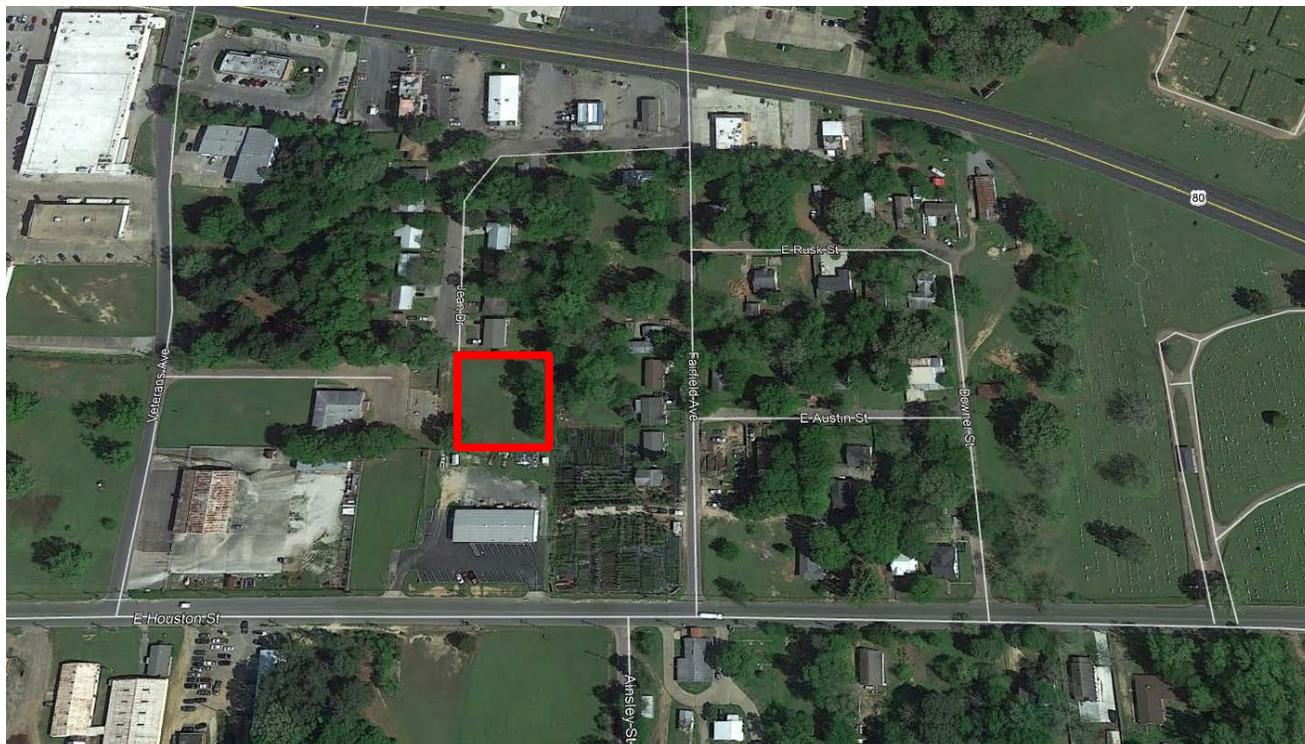
1. Motion to approve of case number Z-19-07 as requested.
2. Motion to deny case number Z-19-07 as requested.

**Attachments:**

1. Aerial of Site
2. Pictures of the Site and Surrounding Area
3. Property Owner Notification Map
4. Ordinance

Aerial Photograph

Z-19-07



Please note, areas depicted on the above map just for representation purposes only and do not identify the exact boundaries of the property in question.

Z-19-07  
Site Pictures



Subject Property(from Jean Drive)



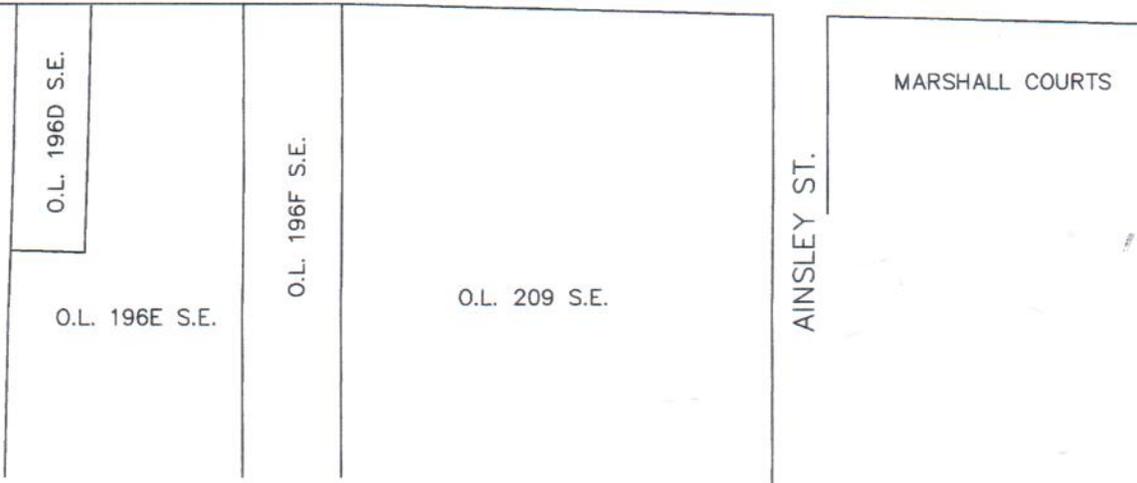
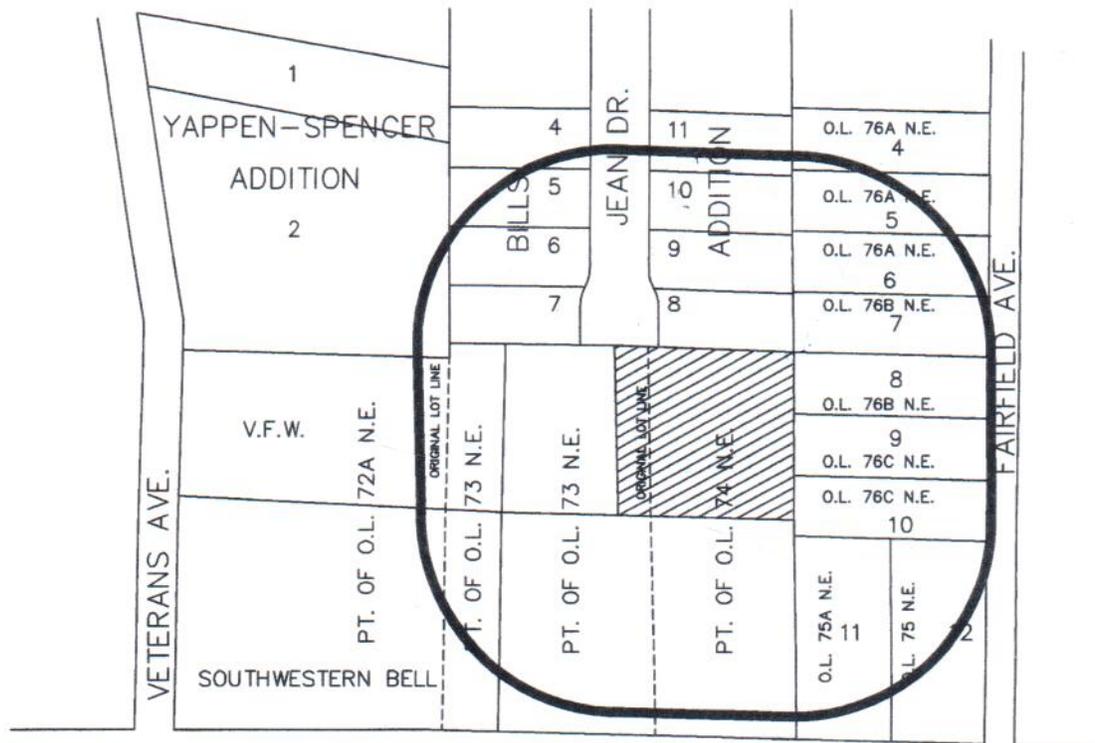
Residential to the east of Subject property



Commercial to the south of subject property.



Commercial to the west of subject property.



SEE ALSO Z-99-11,Z-01-09

Case No. Z-19-07  
 Scale: 1"=200'  
 Date: 12-09-19

PLANNING DEPARTMENT  
 CITY OF MARSHALL, TEXAS

Remarks:



A request to rezone 0.693 acres in part of Outlots 73 N.E. and 74 N.E. from C-2 Retail Business District to C-3 (General Business)

Applicant: Matthew Kuhn  
 Location: 2000 block of East Houston

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 0-87-13 TO REZONE a 0.693 ACRE tract of land FROM C-2 (Retail Business) TO C-3 (General Business). THE SUBJECT PROPERTY IS LOCATED ON THE north side of East Houston Street, east of Veterans Avenue and at the end of Jean Drive, more commonly known as 2009 East Houston Street IN THE CITY OF MARSHALL, TEXAS.

WHEREAS, the City of Marshall enacted zoning on December 13, 1951 and amended said ordinance on July 7, 1963 and on March 26, 1987 repealed and replaced all ordinance with Ordinance No. 0-87-13 amending the Code of Ordinances of the City of Marshall to add Chapter 32 regarding Zoning; and

WHEREAS, a Zoning District Map was adopted as a part of Ordinance No. 0-87-13; and

WHEREAS, Chapter 32, Section 14 of the Code of Ordinances established a procedure for a property owner, his agent, or the City to request zoning district map amendments; and

WHEREAS, the Planning & Zoning Commission, after due and proper notice in the manner and for the length of time required by law, held a public hearing for the purpose of considering proposed changes to the Zoning District Map; and

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

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Commission held a public hearing in Marshall, Texas at City Hall on the 9<sup>th</sup> day of January, 2020, at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

WHEREAS, the City Commission, after considering the proposed changes and after hearing all parties and citizens desiring to be heard, deems that the following changes are necessary and for the best interest of the general welfare of the citizens of the City of Marshall, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS THAT:

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. Rezone a 0.693 acre tract of land from C-2 (Retail Business) to C-3 (General Business). The subject property is generally located on the north side of East Houston Street, east of Veterans Avenue and at the end of Jean Drive, more commonly known as 2009 East Houston Street in the City of Marshall, Texas.

Section 3. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED on first reading the 9<sup>th</sup> day of January, 2020.

AYES: \_\_

NOES: \_\_

ABSTAINED: \_\_

PASSED on second reading the 23<sup>rd</sup> day of January, 2020.

AYES: \_\_

NOES: \_\_\_\_

ABSTAINED: \_\_\_\_

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MAYOR OF THE CITY COMMISSION  
OF THE CITY OF MARSHALL, TEXAS

ATTEST:

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CITY SECRETARY

## **ITEM 7C**

### **PUBLIC HEARING & ORDINANCE**

**PUBLIC HEARING AND CONSIDER AN  
ORDINANCE AMENDING CHAPTER 32  
OF THE CODE OF ORDINANCES  
ENTITLED “ZONING” SPECIFICALLY  
RELATED TO SECTION 19 ENTITLED  
“DEFINITIONS” AND SECTION 21  
ENTITLED “PERMITTED USES”**



## **Agenda Information Sheet**

**January 9, 2020**

### **Agenda Item**

Conduct a public hearing and consider a zoning ordinance text amendment specifically related to Section 19 entitled “Definitions” and Section 21 entitled “Permitted Uses”.

### **Background & Summary**

Over the past year staff has been working with property owners to bring businesses in compliance with the Certificate of Occupancy requirements of the Zoning Ordinance. During that process we have found several light fabrication businesses that have been operating in the General Business (C-3) zoning designation. Section 21 of the Zoning Ordinance establishes the Permitted Uses Chart which does not allow light fabrication/manufacturing to be permitted within the C-3 zoning district. In addition, Section 19 of the Zoning Ordinance that establishes use definitions for the zoning ordinance does not include a definition of a Light Fabrication/Manufacturing use.

Staff is proposing the following definition be added to Section 19 of the Zoning Ordinance and that Section 21 of the Zoning Ordinance be amended to allow the use of Light Fabrication/Manufacturing by right.

Light Fabrication/Manufacturing - Manufacturing of finished products or parts, predominantly from previously prepared materials, including fabrication, assembly, and packaging of such products, and incidental storage, sales and distribution of such products, all located within the building but excluding basic industrial processing; outdoor storage is not permitted.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 32 SECTION 19 OF THE CITY OF MARSHALL, TEXAS CODE OF ORDINANCES ENTITLED “DEFINITIONS” AND SECTION 21 ENTITLED “PERMITTED USES” 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.**

**WHEREAS**, the proposed amend to the Zoning Ordinance is now before the City Commission after being acted upon by the Planning & Zoning Commission as required by state law and city ordinance and after legal notices, requirements, conditions, and prerequisites have been complied with; and

**WHEREAS**, the City Commission of the City of Marshall, Texas (the “City”) deems it necessary and proper and in the best interests of the citizens of the City to amend Chapter 32 Section 19 of the Marshall Code of Ordinances entitled “Definitions” and Section 21 entitled “Permitted Uses”;

**WHEREAS**, the City Commission finds that there is now public necessity for the adoption of this amendment to the Zoning Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF MARSHALL:**

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

**Section 2.** That Chapter 32 Section 19, in the City of Marshall’s Code of Ordinances a new use shall be defined as follows:

***“Definitions***

*Light Fabrication/Manufacturing - Manufacturing of finished products or parts, predominantly from previously prepared materials, including fabrication, assembly, and packaging of such products, and incidental storage, sales and distribution of such products, all located within the building but excluding basic industrial processing; outdoor storage is not permitted.”*

**Section 3.** That Chapter 32 Section 19, in the City of Marshall’s Code of Ordinances be amended to permit the use of Light Fabrication/Manufacturing as defined above shall by right in the C-3 (General Business) zoning designation.

**Section 4.** 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 5.** 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 6.** That the amendment 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 7.** 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 or provisions so determined to be invalid, it being the intent of the City Commission of the City of Marshall that all other terms and provisions of this ordinance not affected thereby shall remain in full force and effect.

**Section 8.** That this ordinance shall be effective from and after its passage and publication as required by law.

**Section 9.** The provisions of this ordinance shall be included and incorporated in the City of Marshall Code of Ordinances as an addition and/or amendment thereto.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Elaine Altman, City Secretary

## **ITEM 8A**

# **APPROVAL OF A REAPPOINTMENT TO THE MARSHALL ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS**

## MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: January 3, 2020

Subject: Consider Approval of a Reappointment to the Marshall Economic Development Corporation Board of Directors

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This item has been placed on the agenda at the request of the Marshall Economic Development Corporation to request approval of the reappointment of Jeremy Spears to the MEDCO Board of Directors.

## **ITEM 8B**

# **PRESENTATION REGARDING THE NEIGHBORHOOD IMPROVEMENT PLAN**



## Agenda Information Sheet

### January 9, 2020

#### Agenda Item

Receive a report and presentation on the Neighborhood Improvement Plan (Director of Community & Economic Development)

#### Background & Summary of Request:

In response to the Mobilize Marshall Plan adopted in June of 2019, the city began putting together a formal plan to address neighborhood revitalization throughout the city. The basis for the plan that has been put together by staff is to empower residents within their own neighborhood to organize, determine what improvements they would like to see and work with city staff to determine a timeframe and performance measures for achieving those improvements. As with most improvements, cost can be a factor so it cannot be assumed that the city's limited budget can shoulder all improvement cost so goals will have to be realistic in their scope and timeframe. The proposed plan expands on existing initiatives, creates new programs with a focus on improving neighborhoods while organizing all neighborhood services within one plan easy for the public to research. Below is an outline of those services with a brief explanation of each, the plan itself goes into more detail on each subject:

Long Range Planning/Zoning – Planning activities that help shape existing and new neighborhoods.

Code Enforcement – Improving an existing program that continues to focus on typical violations such as high weeds, junk vehicles, unsightly yards and substandard structures but also grows into property maintenance issues that help prevent properties from becoming too neglected which reduces property values in the neighborhood.

Neighborhood Empowerment Zones – Encourages investment in specific areas of the city through incentives.

Neighborhood Engagement Initiative – Provides an opportunity for residents to become involved in the improvements within their neighborhood.

The Marshall Connection – A program designed to match local volunteers with homeowners who need assistance with property repairs.

Housing & Lot Improvement Program – Divided into three areas of focus but all with the goal of getting vacant or substandard properties back into the hands of property owners who take pride in their property and a program which requires regular inspections of rental properties throughout the city.

Infrastructure – Identifies key infrastructure components to a neighborhood that the city will assist in various ways to improve or provide. It's important to note that this element is more of a long range planning tool and based on available resources the City will assist as the budget allows.

In addition to the items listed above the city's Police Department is also beginning a focus on community policing to establish partnerships with the neighborhoods to develop positive outcomes to problems within an area and increase trust in police.

A full copy of the plan will be presented to the Commission at the meeting.

## **ITEM 8C**

# **DISCUSSION OF AND CONSIDERATION OF AGREEMENTS FOR BALLFIELD USE AND CONCESSION SERVICES AT AIRPORT PARK**

## MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: January 3, 2020

Subject: Discussion of and Consideration of Agreements for Ballfield Use and Concession Services at Airport Park

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This item has been placed on the agenda for discussion and consideration of agreements for ballfield use and concession services at Airport Park. A review of contracts and revenue for Airport Park reflect that the City has neglected to fully utilize the full financial potential of this park. This examination was prompted by numerous citizen complaints.

The last contract for use of the baseball fields was approved by the City Commission April 12, 2012. On April 14, 2016, a contract was presented to the Commission but the Commission requested that the contract be revised to better define the intent and purpose of the contract. Since that date, no other contract for ballfield use has been presented to the Commission nor executed. Although there has not been an agreement in place in the last seven years, financial records do reflect minimal revenue from ballfield usage. We are providing revenue for the last three years for field usage.

<u>Revenue – Ballfield Use</u>
2017 - \$ 560.00
2018 - \$2,020.00
2019 - \$1,380.00

The last agreement on record for concession services at Airport Park was executed in 1999 between the City of Marshall and Marshall Youth Sport Board. Financial records for the last three years reflect no revenue generated from concession services at the park.

We are providing draft agreements for both ballfield usage and concession services for your review. At this time, we have only suggested two fee changes from past years.

1. Ballfield Use Agreement – increase user fees paid to the City, on a per sport, and per season basis from \$60 to \$90 per team participating in league play.
2. Concession Agreement – change rental fees from \$500 to 10% of gross revenue for specified period. This is the same rate we are charging at Memorial City Hall.

## Usage Agreement For Airport Park Facilities

This document shall constitute a working agreement between the City of Marshall Parks and Recreation Department (MPAR) and Marshall Youth Baseball Association (MYBA). All rights and responsibilities of each group shall be spelled out in this document and shall carry a term of one year; beginning on April 1, 2020 and ending December 31, 2020.

Areas and times of use per this agreement  
**As assigned to League President by Support Services Director**  
**After consideration of all field request**

### Marshall Parks Department Responsibility

The Marshall Parks Department agrees:

- 1) To prepare all fields and clean restrooms on a daily basis (once daily only) on approved scheduled playing dates (Monday through Friday). All City Holidays will be excluded. No practices or practice game dates will qualify and preparation, cleaning, and maintenance will **not** be performed. All fields will be mowed at least once per week (weather permitting). **All other dates, all other duties** will be the responsibility of the league. This includes all Saturdays, Sundays, and holidays.
- 2) To keep in good repair all fields, buildings and other associated facilities that are owned by the City of Marshall.
- 3) To pay all utility bills for the playing facility.
- 4) To close all fields as deemed necessary for the safety of participants and/or for the preservation of the fields. **MPAR** will announce any field closing by 3 p.m. on regular scheduled games. If not postponed by 3 p.m. the officials working the games will be responsible to cancel or not to cancel. **MPAR** does have the right to overrule a continuance of play for any weather related safety problem, at any time.
- 5) The City reserves the right to schedule special events, tournaments, clinics, etc. as needed but in coordination with **MYBA's** schedule when possible.

### **MYBA's Responsibility**

Marshall Youth Baseball Association (“**MYBA**” or “**the League**” herein) agrees to:

- 1) Inform **MPAR** of all meetings at least 72 hours in advance, and allow designated City employee to meet with all coaches before any practice or game activity begins.
- 2) Have all schedules approved by the **MPAR** in advance of their issuance to the public.
- 3) To obtain the **MPAR's** approval of all schedule changes. (**No MPAR approval means there are no games.**)
- 4) League officers must schedule any potential meeting to be held in city facilities with the appropriate agency and they are subject to availability.
- 5) Will provide **MPAR** with a complete list of all coaches, league officials and head officials (umpires); their home address and phone numbers (work and home). This must be provided before a schedule will be considered. Proper adult supervision will be maintained at all times.
- 6) **MYBA** must guarantee that any time fields are closed by **MPAR** that no league activity shall take place until **MPAR** reopens facilities. **MYBA** personnel, including any coaches or officials who violate this rule will forfeit all rights to practice at any city facility for one year.
- 7) To notify **MPAR** in writing, within 24 hours of becoming aware of such, of any field or related facility problems that affect the safety of any facility or participant of your program.
- 8) To handle all operational and disciplinary problems within **MYBA's** program in regards to players, coaches and/or officials. Because of the potential for liability problems, **MPAR** and the City of Marshall reserve the right to review any **MYBA** decision. **MYBA** agrees to abide by and enforce any **MPAR** or City of Marshall decision. **MYBA** agrees to require all participants and attendees observe all City ordinances and applicable laws, and shall take all steps necessary to ensure participant compliance.
- 9) **MYBA** shall not be allowed to remove or ban anyone from a city public park. Participants may be removed from the immediate game area only, unless the infraction involves profanity, threat of physical violence, or the use of alcohol and **MYBA** agrees, in that event, to immediately alert the Marshall Police Department to remove the offender as its officers deem appropriate. Alcohol is not permitted on premises.
- 10) To contact any emergency personnel as needed, and in that connection, to provide its members or participants reliable ground or mobile phone service sufficient to summon emergency personnel in the event of need.

- 11) To provide adequate security for the entire complex during games or practices.
- 12) The use of any City facility for any league activity is restricted to only the areas contracted for herein and/or authorized by issuance of a permit by the **MPAR**. Any violation of this will result in removal by the Marshall Police Department and/or Parks Department employees. No practices will be allowed on any game ready field.
- 13) **MYBA** will pay a user fees to the City of Marshall, on a per sport, and per season basis. The League will pay the City the sum of \$90.00 per team participating in league play, to be paid **by end of the regularly scheduled play season**.
- 14) **MYBA** and its participants will be allowed to use the field preparation equipment but shall be liable for replacement and damage to these items. Arrangements for usage of equipment must be made in advance and agreed to by City of Marshall.
- 15) It will be the responsibility of the League to unlock and relock all facilities, turn lights and other power on and off, and appropriately close all facilities at conclusion of play. In the event of a violation of this clause by any **MYBA** officer, agent, or participant, **MYBA** agrees to pay all expenses incurred by the City of Marshall within fifteen days of receiving an invoice from the City of Marshall for such expenses incurred.
- 16) To provide a list of all members of **MYBA** that have keys to any City facilities to the **MPAR** office. All keys will be collected and held in the **MPAR** office at the conclusion of each season and will be returned at the beginning of the next season.
- 17) Any improvements, regardless of the funding source, on City property must be approved in writing, in advance by **MPAR** office and all improvements become the property of the City of Marshall.
- 18) **MYBA** shall insure that all lights are turned off and all fields remain empty at the conclusion of those fields' games each day, and **MYBA** agrees to pay the sum of \$25 per hour per field for any violation of this clause.
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- 20) All citizens of Marshall will have a fair and pro-rata ability to schedule field usage for league play and batting cages. No one group shall have any exclusive rights to scheduling of any City of Marshall facility, fields or property.
- 21) **Restroom and Concession Stand Cleanliness**. It is the sole responsibility of the using organization to keep all restrooms and concessions in full compliance with City of Marshall standards at all times during your usage.

22) **Batting Cages.** It is the sole responsibility and right of **MYBA** to schedule and approve use of cages.

23) **Annual Financial Reports.** **MYBA** shall provide an annual financial report or third party audit to the City detailing the organization's revenues, expenses and disbursements for that year. In addition, **MYBA** agrees to provide all tax returns and other financial documents as requested by the City's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by **MYBA** to provide annual financial reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement. In addition, **MYBA** shall provide the above information for the years 2017, 2018, and 2019 within sixty (60) days of the execution of this agreement, as in compliance with the previous agreement executed between the City and **MYBA**.

24) **MYBA** must provide the City with a current copy of their articles of incorporation or bylaws.

25) **MYBA** must also provide a list of the organization's board of directors addresses and telephone numbers.

26) **MYBA** must obtain Comprehensive General Liability Insurance naming the City of Marshall as an additional insured not less than the following limits:

- \$2,000,000 – General Aggregate
- \$1,000,000 – Products/completed Operations Aggregate
- \$ 500,000 – Personal and Advertising Injury Limit
- \$ 500,000 – Each Occurrence Limit
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- \$ 5,000 – Premises Medical Payments

**MYBA** agrees that with respect to the required insurance, the City will:

- Have a Waiver of Subrogation issued favoring the City on the General Liability
- Be provided with thirty-(30) days advance written notice of cancellation or material change
- Be provided with Certificates of Insurance evidencing the above insurance requirement, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies

## 26) MISCELLANEOUS

- A. Indemnification. **MYBA** and its participants (collectively referred to as **MYBA** for the purposes of this indemnity paragraph) agrees to defend, indemnify and hold harmless the City, its officers, agents, and employees ("City") from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by **MYBA** or any of its agents, servants, employees, contractors., patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and **MYBA** arising out of the incident to **MYBA's** use of the facilities covered by this Agreement. If the **MYBA** assumes the defense of any indemnified claim, the City of Marshall shall have the right to employ separate counsel at its own expense and to participate in the defense thereof. In the event of Lessee's failure to provide a defense, City of Marshall shall be entitled to assume the defense of such indemnified claim with counsel of its own choice, at the expense of and for the account of **MYBA**.
- B. Force Majeure. If Facilities or any portion thereof are destroyed or damaged by fire or other calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by **MYBA** will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to **MYBA** for any damages caused thereby and the **MYBA** hereby waives any claim against the City for damages by reason of such termination.
- C. Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Court of Harrison County, Texas
- D. Termination. This agreement may be terminated by either party by providing the other Party with thirty-(30) day's prior written notice termination.
- E. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand- delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.
- F. Severability. In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.
- G. Assignment. This Agreement may not be assigned by using organization without the Express written consent of the City.

**Tournament Rules for MYBA**

1. **Tournaments:** MYBA will cause a user fee of \$100.00 per field used for each tournament to be assessed and collected from each participant. In addition, 10% of profit or \$500.00, whichever is greater, of the profit from each tournament shall be paid to the City of Marshall.
2. MYBA will pay in advance, a damage deposit of \$500 to the City of Marshall when tournament is scheduled. These deposits will be nonrefundable except in the case of weather. All fees and deposits must be paid when tournaments are scheduled.
3. MYBA must designate Tournament Director when tournament is scheduled. This person will be the liaison between the City and MYBA for the event.
4. The City of Marshall designee will determine if tournament can be played. **The MPAR designee’s ruling will be final.**
5. **All trash must be picked up** and trashcans emptied before trash deposit will be refunded.

**Date:** \_\_\_\_\_

ATTEST:

THE CITY OF MARSHALL, TEXAS

\_\_\_\_\_  
Elaine Altman City Secretary

\_\_\_\_\_  
Mark Rohr, City Manager

ATTEST:

Marshall Youth Baseball Association

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**AGREEMENT**

**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF HARRISON**

That the City of Marshall, Texas, a municipal corporation, acting by and through Mark Rohr, City Manager, of the City of Marshall, hereunto duly authorized, and hereinafter called Lessor, and the Marshall Youth Baseball Association (MYBA), acting through their duly representative, hereinafter called Lessee, have this day entered into the following contract and agreement:

**WITNESSETH**

The Lessor, in consideration of the covenants and conditions hereinafter mentioned, and the rentals hereinafter reserved to be paid, does by these presents lease, let and demise, unto the Lessee for the period commencing April 1, 2020 and terminating December 31, 2020 the following described property, to-wit:

The enclosed sales area of the concession stands located at the City of Marshall athletic complex on Airport Road, the exact location and extent of such property to be determined by designated officials of Lessors.

**I.**

Said premises are hereby leased to the Lessee for the sole purpose of the preparation and sale of food and drinks. Lessee is not authorized to sell liquor or beer of any kind or character.

## II.

Notwithstanding the above provisions, Lessor further agrees to lease, let and demise unto Lessee the above-described premises, for the use above said at such dates between April 1, 2020 and terminating December 31, 2020 for use during regular league district and state baseball tournaments. Lessor herein expressly retains the right to lease the above- described premises to any qualified organization for special functions at any time, including the time of this lease, at which Lessee herein elects not to operate as set forth above. For the purpose of this section, “special function” shall mean all activities not directly related to the youth athletic programs for the City of Marshall, or related tournaments. Lessee agrees to notify Lessor of its intention to operate upon such occasions not less than twenty (20) days prior to each such events.

## III.

For and in consideration of the use of the described premises, the Lessee hereby agrees to pay the Lessor at the office of the City Secretary in Marshall, Texas, rental as follows:

10% of gross revenue from April 1, 2020 through December 31, 2020.

In addition, Lessee agrees to pay Lessor a fee of \$50.00 if Lessee fails to adequately clean the leased premises when vacating the same. Sufficiency of cleanup will be determined in the sole discretion of Lessor herein.

## IV.

Lessee agrees to comply with all provisions of Chapter 13 of the Code of Ordinances of the City of Marshall, including but not limited to the obtaining of a Food Establishment Permit, as well as all other Local, State, and Federal laws.

## V.

Lessee agrees that at all times during the term of this lease, it will carry sufficient liability insurance covering all the operations on the leased premises in minimum amount of \$500,000.00 for bodily injury and \$100,000.00 for property damage with an insurance company or companies acceptable to Lessor and further agrees to provide Lessor with a copy of such insurance policy.

## VI.

Lessee agrees to defend, indemnify and hold Lessor harmless from any and all claims, demands, losses, causes of action, damage, lawsuits, judgements, including attorneys' fees and costs, arising out of or relating to the subject matter of this contract. If the Lessee assumes the defense of any Third Party Claim, the Lessor shall have the right to employ separate counsel at its own expense and to participate in the defense thereof. In the event of Lessee's failure to provide a defense, Lessor shall be entitled to assume the defense of such Third Party Claim with counsel of its own choice, at the expense of and for the account of the Lessee.

## VII.

Lessee agrees that at the end of each day of use, during any periods of occupancy, that Lessee shall be responsible for securing the concession stand, locking the same and extinguishing all lights in the park complex and locking the park entrance gate.

## VIII.

Should Lessee fail to perform any of the provisions of this contract, then it shall be lawful for the Lessor to declare this lease canceled and terminated immediately, to take possession of the premises and to remove all persons therefrom without prejudice to any other legal or equitable remedies to which Lessor may be entitled.

## IX.

Lessee shall not assign this lease in whole or part or sub-lease the premises or any part thereof, or allow the same to be occupied in whole or in part by any other person without the consent of the Lessor having first been obtained in writing.

X.

This agreement shall be renewable annually under the terms and conditions contained herein, subject, however, to changes in the compensation paid herefor, but may be terminated by either party by giving of thirty (30) days written notification.

WITNESS THE EXECUTION HEREOF in duplicate originals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARSHALL, TEXAS

BY: \_\_\_\_\_  
Mark Rohr, City Manager  
LESSOR

ATTEST:

\_\_\_\_\_  
Elaine Altman  
City Secretary

MARSHALL YOUTH BASEBALL ASSOCIATION

BY: \_\_\_\_\_  
President or Representative

## Usage Agreement For Airport Park Facilities

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**Date:** \_\_\_\_\_

ATTEST:

THE CITY OF MARSHALL, TEXAS

\_\_\_\_\_  
Elaine Altman City Secretary

\_\_\_\_\_  
Mark Rohr, City Manager

ATTEST:

Marshall Youth Softball Association

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**AGREEMENT**

**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF HARRISON**

That the City of Marshall, Texas, a municipal corporation, acting by and through Mark Rohr, City Manager, of the City of Marshall, hereunto duly authorized, and hereinafter called Lessor, and the Marshall Youth Softball Association (MYSA), acting through their duly representative, hereinafter called Lessee, have this day entered into the following contract and agreement:

**WITNESSETH**

The Lessor, in consideration of the covenants and conditions hereinafter mentioned, and the rentals hereinafter reserved to be paid, does by these presents lease, let and demise, unto the Lessee for the period commencing April 1, 2020 and terminating December 31, 2020 the following described property, to-wit:

The enclosed sales area of the concession stands located at the City of Marshall athletic complex on Airport Road, the exact location and extent of such property to be determined by designated officials of Lessors.

**I.**

Said premises are hereby leased to the Lessee for the sole purpose of the preparation and sale of food and drinks. Lessee is not authorized to sell liquor or beer of any kind or character.

## II.

Notwithstanding the above provisions, Lessor further agrees to lease, let and demise unto Lessee the above-described premises, for the use above said at such dates between April 1, 2020 and terminating December 31, 2020 for use during regular league district and state softball tournaments. Lessor herein expressly retains the right to lease the above- described premises to any qualified organization for special functions at any time, including the time of this lease, at which Lessee herein elects not to operate as set forth above. For the purpose of this section, “special function” shall mean all activities not directly related to the youth athletic programs for the City of Marshall, or related tournaments. Lessee agrees to notify Lessor of its intention to operate upon such occasions not less than twenty (20) days prior to each such events.

## III.

For and in consideration of the use of the described premises, the Lessee hereby agrees to pay the Lessor at the office of the City Secretary in Marshall, Texas, rental as follows:

10% of gross revenue from April 1, 2020 through December 31, 2020.

In addition, Lessee agrees to pay Lessor a fee of \$50.00 if Lessee fails to adequately clean the leased premises when vacating the same. Sufficiency of cleanup will be determined in the sole discretion of Lessor herein.

## IV.

Lessee agrees to comply with all provisions of Chapter 13 of the Code of Ordinances of the City of Marshall, including but not limited to the obtaining of a Food Establishment Permit, as well as all other Local, State, and Federal laws.

## V.

Lessee agrees that at all times during the term of this lease, it will carry sufficient liability insurance covering all the operations on the leased premises in minimum amount of \$500,000.00 for bodily injury and \$100,000.00 for property damage with an insurance company or companies acceptable to Lessor and further agrees to provide Lessor with a copy of such insurance policy.

## VI.

Lessee agrees to defend, indemnify and hold Lessor harmless from any and all claims, demands, losses, causes of action, damage, lawsuits, judgements, including attorneys' fees and costs, arising out of or relating to the subject matter of this contract. If the Lessee assumes the defense of any Third Party Claim, the Lessor shall have the right to employ separate counsel at its own expense and to participate in the defense thereof. In the event of Lessee's failure to provide a defense, Lessor shall be entitled to assume the defense of such Third Party Claim with counsel of its own choice, at the expense of and for the account of the Lessee.

## VII.

Lessee agrees that at the end of each day of use, during any periods of occupancy, that Lessee shall be responsible for securing the concession stand, locking the same and extinguishing all lights in the park complex and locking the park entrance gate.

## VIII.

Should Lessee fail to perform any of the provisions of this contract, then it shall be lawful for the Lessor to declare this lease canceled and terminated immediately, to take possession of the premises and to remove all persons therefrom without prejudice to any other legal or equitable remedies to which Lessor may be entitled.

## IX.

Lessee shall not assign this lease in whole or part or sub-lease the premises or any part thereof, or allow the same to be occupied in whole or in part by any other person without the consent of the Lessor having first been obtained in writing.

X.

This agreement shall be renewable annually under the terms and conditions contained herein, subject, however, to changes in the compensation paid herefor, but may be terminated by either party by giving of thirty (30) days written notification.

WITNESS THE EXECUTION HEREOF in duplicate originals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARSHALL, TEXAS

BY: \_\_\_\_\_  
Mark Rohr, City Manager  
LESSOR

ATTEST:

\_\_\_\_\_  
Elaine Altman  
City Secretary

MARSHALL YOUTH SOFTBALL ASSOCIATION

BY: \_\_\_\_\_  
President or Representative

## **ITEM 8D**

# **DISCUSSION OF AND CONSIDERATION OF A TEMPORARY APPOINTMENT TO FILL THE COMMISSIONER, DISTRICT 2 VACANCY**

## MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: January 3, 2020

Subject: Discussion of and Consideration of a Temporary Appointment to fill the Commissioner, District 2 Vacancy

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This item has been placed on the agenda at the request of Commissioner Calhoun for discussion and consideration of a temporary appointment to fill the Commissioner, District 2 vacancy.

## **ITEM 8E**

# **REPORT REGARDING 2019 WONDERLAND OF LIGHTS**

## MEMORANDUM

To: Members of the City Commission  
From: Mark Rohr, City Manager  
Date: January 3, 2020  
Subject: Report regarding 2019 Wonderland of Lights

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This item has been placed on the agenda at the request of Commissioner Hurta.

## **ITEM 9**

# **ITEMS WITHDRAWN FROM THE CONSENT AGENDA**

## **ITEM 10A**

### **EXECUTIVE SESSION**

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

## **ITEM 11**

# **ADJOURNMENT**