



**CITY OF MARSHALL, TEXAS
REGULAR CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, FEBRUARY 13, 2020, 6:00 P.M.**

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

1. **CALL TO ORDER AND ROLL CALL**
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 **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**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 January 23, 2020 Regular meeting and January 30, 2020 Special-Called meeting.

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- B. Approval of a contract for auction services for the Marshall Police Department. (Police Chief)

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

Page 27

- D. Municipal Court Activity Report (Finance Director)

Page 31

6. **ORDINANCE**

- A. Consider approval of an Ordinance amending Chapter 27 of the City of Marshall Code of Ordinances entitled “Traffic”, specifically repealing Section 27-15.3 entitled “Same – Heavy vehicle parking” and replace with a new section 27-15.3 entitled “Commercial Vehicle Parking”.

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7. **SECOND READING OF ORDINANCE**

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

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- B. Consider approval of an Ordinance of the City of Marshall, Texas, ordering a special election May 2, 2020, to consider sixteen (16) proposed amendments to the Charter of the City of Marshall. (City Manager)

Page 51

8. **RESOLUTION**

- A. Cast ballots and consider approval of a Resolution for temporary appointment to fill the Commissioner, District 2 vacancy. (City Manager)

Page 61

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

A. Consider approval of agreements for ballfield usage and concession services at Airport Park. (City Manager)

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B. Update regarding Municipal Court operations. (Municipal Court Administrator and City Prosecutor)

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C. Consider approval of the purchase of ten (10) new vehicles for the Marshall Police Department. (Police Chief)

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

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11. **ADJOURNMENT**

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Posted: February 10, 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 JANUARY 23,
2020 REGULAR MEETING AND
JANUARY 30, 2020 SPECIAL-CALLED
MEETING**

MINUTES OF THE REGULAR MEETING OF THE
CITY COMMISSION OF THE CITY OF MARSHALL
THURSDAY, JANUARY 23, 2020
6:00 PM

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

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:

Marvin Bonner, District 1
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
Randy Pritchard, Support Services Superintendant
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

INVOCATION & PLEDGE: Commissioner Bonner & Jazmin Ennis, 10th grade student at Marshall High School

16. **CITIZEN COMMENTS**

George Carter, 1570 Kings Road, spoke regarding positive additions to downtown.

Rex Brown, Jr., 4404 S. Washington, stated his concerns regarding traffic flow under the proposed Downtown Redevelopment Plan.

Bill Elliott, 304 Fairview, spoke in opposition of the Downtown Redevelopment Plan. His concerns are parking around the courthouses and traffic flow. He also asked for consideration of promoting the south side of Marshall.

Jerry Graves, 1101 E. Bowie, stated he was thankful for the addition of the Lady Bird Park. He expressed concern for the exclusion of the arts and the location of the splash pad.

Fred Badalamente, 6800 Hwy 80 East #611, spoke in against the stop signs on E. Houston and stated his concerns regarding the traffic changes on Bolivar. He also expressed concern regarding funds spent on the Perkins Building demolition and suggested purchasing and imploding the Capital One building and using the space for parking.

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

There were no items withdrawn from the Consent Agenda.

18. **CONSENT AGENDA**

Commissioner Hurta 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 January 9, 2020 Regular meeting.
- B. Consider approval of a Temporary Construction Easement between the City of Marshall and Union Pacific Railroad Company.

19. **PUBLIC HEARING**

- A. Conduct a Public Hearing and respond as necessary regarding the Downtown Redevelopment Plan.

Mark Rohr, City Manager, stated the initial presentation was preliminary. Additional research and refinements are anticipated.

Mayor Brown opened the public hearing.

No one came forward.

Mayor Brown closed the public hearing.

ORDINANCE

20. **CONSIDER APPROVAL OF AN ORDINANCE CALLING FOR A SPECIAL ELECTION FOR THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF MARSHALL AT THE RATE OF ONE-EIGHTH (1/8TH) OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.**

Elaine Altman, City Secretary, asked for approval of an Ordinance calling for a special election for the reauthorization of the local sales and use tax in the City of Marshall at the rate of one-eighth (1/8th) of one percent to continue providing revenue for maintenance and repair of municipal streets. She stated that the tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized. The election will be held on May 2nd in conjunction with the General Election.

Commissioners asked questions and discussed.

Commissioner Calhoun made a motion to approve the Ordinance calling for a special election for the reauthorization of the local sales and use tax in the City of Marshall at the rate of one-eighth (1/8th) of one percent to continue providing revenue for maintenance and repair of municipal streets. Commissioner Hurta seconded the motion, which passed with a 6:0 vote.

SECOND READING OF ORDINANCES

21. CONSIDER APPROVAL OF 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.

There were no changes to this ordinance.

Commissioner Lewis made a motion to approve a Special Use Permit to allow a day care at 307-B Pope Street. Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

22. CONSIDER APPROVAL OF 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.

There were no changes to this ordinance.

Commissioner Ware made a motion to approve 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), commonly known as 2009 East Houston Street. Commissioner Lewis seconded the motion, which passed with a vote of 6:0.

23. CONSIDER APPROVAL OF 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".

There were no changes to this ordinance.

Mayor Brown made a motion to approve 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". Commissioner Calhoun seconded the motion, which passed with a vote of 6:0.

RESOLUTIONS

24. CONSIDER APPROVAL OF A RESOLUTION ORDERING A GENERAL ELECTION FOR CITY COMMISSIONER DISTRICTS 5, 6 AND 7.

Elaine Altman asked for approval of a resolution ordering a General Election for City Commissioner Districts 5, 6 and 7. She stated this resolution is required by the Texas Election Code and serves as notice for the election to be held on May 2, 2020.

Commissioner Lewis made a motion to approve a resolution ordering a General Election for City Commissioner Districts 5, 6 and 7. Commissioner Ware seconded the motion, which passed with a vote of 6:0.

25. CONSIDER APPROVAL OF A RESOLUTION CALLING FOR A JOINT ELECTION AGREEMENT WITH THE MARSHALL INDEPENDENT SCHOOL DISTRICT FOR THE MAY 2, 2020 GENERAL ELECTION.

Elaine Altman asked for approval of a resolution calling for a Joint Election Agreement with the Marshall Independent School District for the May 2, 2020 General Election. She stated this resolution is presented at the request of MISD and allows the school district to hold a joint election with the City.

Mayor Brown made a motion to approve a resolution calling for a Joint Election Agreement with the Marshall Independent School District for the May 2, 2020 General Election. Commissioner Lewis seconded the motion, which passed with a vote of 6:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

26. CONSIDER APPROVAL OF THE ALLOCATION OF 2020 HOTEL/MOTEL OCCUPANCY TAX FUNDS.

Mallori James, Tourism & Cultural Arts Director, asked for approval of the allocation of 2020 Hotel/Motel Occupancy Tax funds. She stated the Visit Marshall Advisory Board approved the breakdown of funds.

Commissioners asked questions and discussed.

Commissioner Calhoun made a motion to approve the allocation of 2020 Hotel/Motel Occupancy Tax funds. Commissioner Ware seconded the motion, which passed with a vote of 6:0.

27. DISCUSSION OF AND CONSIDERATION OF THE 2020 CITY COMMISSION MEETING SCHEDULE.

Mark Rohr presented the 2020 City Commission meeting schedule. He highlighted the major changes; the April 9th meeting will begin at 6:30 instead of 6:00 and the first meeting of March will be on the 19th instead of the 12th due to Spring Break.

28. DISCUSSION REGARDING 2019 WONDERLAND OF LIGHTS.

Commissioners engaged in a discussion with Staff regarding 2019 Wonderland of Lights.

A report for costs and hours will be provided at the second meeting in February. An estimate of the number of visitors to the City will also be provided.

29. CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

There were no items withdrawn from the Consent Agenda.

30. EXECUTIVE SESSION

A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.071 Settlement Offer: Consider, discuss, and deliberate bond settlement for painting contract for Memorial City Hall.

- B. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Consider, discuss, and deliberate the appointment, employment, duties, and succession plan for the office of the City Attorney.

Commissioner Calhoun made a motion to enter into Executive Session. Commissioner Lewis seconded the motion, which passed with a vote of 6:0. The time was 6:53 p.m.

The Commissioner reconvened from Executive Session. The time was 9:03 p.m.

31. **ACTION ITEMS FOLLOWING EXECUTIVE SESSION, IF NECESSARY**

- A. Consider authorizing the City Attorney to act on behalf of the City of Marshall related to matters regarding a bond settlement as discussed in Executive Session.

There was no action following Executive Session.

32. **ADJOURNMENT**

The meeting was adjourned.

APPROVED:

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

ATTEST:

City Secretary

- Ordinances: O-20-01**
- O-20-02**
- O-20-03**
- O-20-04**
- Resolutions: R-20-02**
- R-20-03**

MINUTES OF THE SPECIAL-CALLED MEETING OF THE
CITY COMMISSION OF THE CITY OF MARSHALL
THURSDAY, JANUARY 30, 2020
6:00 PM

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
Vernia Calhoun, District 5

Amy Ware, District 4

ABSENT: Larry Hurta, District 6

Doug Lewis, District 7

ADMINISTRATIVE STAFF PRESENT:

Mark Rohr, City Manager
Scott Rectenwald, Acting City Attorney
Randy Pritchard, Support Services Superintendant
Elaine Altman, City Secretary/Finance Director
Stormy Nickerson, Management Analysis/Communications Coordinator

33. **CONDUCT INTERVIEWS FOR A TEMPORARY APPOINTMENT TO FILL THE COMMISSIONER, DISTRICT 2 VACANCY (FIVE INTERVIEWS IN 20 MINUTE INTERVALS)**

Commissioners interviewed applicants to fill the Commissioner, District 2 vacancy until the May 2, 2020 election. Applicants interviewed were Deborah Flarity, Leo Morris, Jeffrey Henderson, Chris Frazier, Jr. and Kenneth Crawford.

Mark Rohr, City Manager explained the appointment process going forward. He stated there will be an agenda item to finalize the temporary appointment at the February 13, 2020 commission meeting.

34. **ADJOURNMENT**

Commissioner Bonner made a motion for adjournment. Commissioner Calhoun seconded the motion, which passed with a vote of 4:0.

APPROVED:

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

ATTEST:

City Secretary

ITEM 5B

CONSENT AGENDA

APPROVAL OF A CONTRACT FOR AUCTION SERVICES FOR THE MARSHALL POLICE DEPARTMENT



CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET

MEETING DATE: 02/13/2020

PROJECT: PropertyRoom.com Agreement

DESCRIPTION: The Police Department is requesting to enter into an agreement with PropertyRoom.com in order to dispose of property and evidence through on-line auction services.

COST: No Cost to City

RECOMMENDED

ACTION:

Approve agreement between PropertyRoom.com and the City of Marshall.

CITY CONTACT: Cliff Carruth – Chief of Police

cc: File

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and _____ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
 - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
 - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
4. **Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
 - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
 - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
 - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
 - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

Asset Disposition Services Agreement

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name:	Account #:
Street Address:	Cooperative Purchasing Agreement? Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: _____
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone:	Fax:
Primary Contact: Name _____ Work _____ Mobile _____ Email _____	Secondary Contact: Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
 - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
 - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
 - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
 - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
 - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
 - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
 - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.

- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
- (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

PROPERTYROOM.COM NEW ACCOUNT SET-UP



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

- 1. *Check payable to* information and the address where checks are to be mailed.

- 2. Main pick-up location for assets. (If more than one location, please specify)

- 3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.



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How You'll Benefit

- ✓ Eliminate clutter
- ✓ Reduce storage & handling costs
- ✓ Safely & securely liquidate assets
- ✓ Increase proceeds
- ✓ Employ chain of custody practices



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Property & Evidence

We'll handle everything from asset pick-up & evaluation to auctioning to post auction accountability.

- ✓ Scheduled pick-ups
- ✓ Imaging, cleaning, sorting, and assessing the condition of assets
- ✓ Consistent marketing support to increase visibility and end value
- ✓ Payment processing and ship auction assets to winning bidders
- ✓ Additional Added Service: Return of lost or stolen assets when citizens prove any asset on our site is rightfully theirs



Firearms (Seized, Unclaimed, or Service Firearms)

Earn more from bidders nationwide than by selling/trading at your local dealer or local auctions.

- ✓ Federal Firearms License (FFL)
- ✓ Partnered with leading online firearms auction site, FFL to FFL
- ✓ Secure, fast, & easy process
- ✓ Monetize your firearms anonymously
- ✓ Earn with proceeds or Dollar-for-Dollar Credit for LE Gear
- ✓ Transparent and fully auditable (Chain of Custody Intact) Compliant with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53)



Vehicles & Equipment

Choose from our haul-away options, or sell vehicles and equipment in-place.

- ✓ Auction your assets from coast to coast, and worldwide
- ✓ Processing citizen returns upon proof of clearance from your agency
- ✓ Consistent marketing support to increase visibility and end value
- ✓ Haul Away your headaches or sell in-place - from your lot to our Online Auction
- ✓ Streamline your auctions with **MobiCat®**, our mobile application that integrates with our online auction platform

19+



years in business

3,500+



clients nationwide

780,000+



auctions annually

1.7+ million



bidders registered

3.4+ million



bids annually





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How You'll Benefit:

- ✓ Federal Firearms Licensee (FFL)
- ✓ Partnered with leading online firearms auction site, eGunner.com, FFL to FFL
- ✓ Safe, Secure, fast & easy process
- ✓ Anonymously monetize your firearms
- ✓ Earn with Proceeds or Dollar-for-Dollar Credit for LE Gear
- ✓ Transparent and fully auditable (Chain of Custody Intact)
- ✓ Compliant with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53)

We'll Send Back Proceeds

*...via wire transfer depending on your
jurisdiction's rules and regulations*

or

Dollar-For-Dollar Credit

...for anything on BudsGunShop.com



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What We Do For You:

- ✓ List your assets and apply our auction expertise to optimize proceeds
- ✓ Conduct online auctions that reach our 1.7+ million registered bidders
- ✓ Handle customer support, collect payment from the winning bidder, and coordinate asset pick-up
- ✓ Remit the proceeds to your preferred location based on your jurisdiction's rules & regulations
- ✓ Provide a detailed audit trail to track your assets 24 / 7
- ✓ Full transparency of current and historic records from manifest to purchase

All you do is provide us with up to 30 images and a description of your assets

19+



years in business

3,500+



clients nationwide

780,000+



auctions annually

1.7+ million



bidders registered

3.4+ million



bids annually



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for property & evidence disposition solutions



Revenue Share

model with no upfront costs



\$170+ Million

in proceeds back to our clients and communities



What We Do for You:

- ✓ Tow assets from your storage location
- ✓ Conduct a live or live-online auction that reaches a local, national, and international audience of bidders
- ✓ Handle customer support and payment collection from the winning bidder
- ✓ Remit the proceeds to your preferred location based on your jurisdiction's rules & regulations
- ✓ Provide a detailed audit trail to track your assets 24 / 7
- ✓ Public inspections held off your premises – *reducing liability and risk of lawsuits*
- ✓ Facilitate title and registration transfer and pick-up of asset
- ✓ Full transparency of current and historic records from manifest to purchase

Benefits With PropertyRoom.com's and IAA's Expertise



- Reduced time spent on processing assets with streamlined process
- Dedicated customer support, marketing, merchandising, & technology teams for your asset needs
- 175+ branch locations across the United States
- Reach Buyers in 110+ countries
- Live & live-online bidding available



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ITEM 5C

CONSENT AGENDA

STREET SWEEPING ACTIVITY REPORT



TO: Mark Rohr, City Manager

FROM: Eric Powell, PE 
Director of Public Works

DATE: February 3, 2020

SUBJECT: Street Sweeping Activity Report for January 2020

The Street Sweeping Activity Report for the month of January 2020 is attached for review by the City Commission.

STREET SWEEPING ACTIVITY REPORT JANUARY 2020

STREET NAME	NUMBER OF TIMES SWEPT
Alamo Blvd.	1
Albemarle Rd.	1
Ann Dr.	1
Arlington Rd.	1
Austin St. (Downtown)	7
Bell St.	1
Bergstrom Place	1
Bolivar St. (Downtown)	7
Buena Vista Dr.	1
Burleson St. (Downtown St.)	7
W. Carolanne St.	1
Carter St.	2
Carters Ferry Rd.	1
Cherrywood Circle	1
College St.	1
Courthouse Square (Houston St.)	7
Elmwood St.	1
Fisher Dr.	1
S. Garrett St.	1
Guimon Rd.	1
Henry St.	1
Hillcrest Terrace	1
Hughes St.	1
Jefferson Ave.	1
Laurel Lane	1
Lynoak St.	1
Madewood Rd.	1
Palm Plaza	1
Pemberton St.	1
Pinecove St.	1
Poplar St.	2
Rosborough Springs Rd.	1
Rusk St. (Downtown)	7
W. Rusk St.	1
Shadywood Dr.	1

University Ave.	1
Van Zandt Ave.	1
Waubun St.	1
N. Washington Ave. (Downtown)	7
Waverly St.	1
Wellington St. (Downtown)	7

ITEM 5D

CONSENT AGENDA

MUNICIPAL COURT ACTIVITY REPORT

MEMORANDUM

To: Mark Rohr, City Manager

From: Elaine Altman, Finance Director

Date: February 6, 2020

Subject: January 2020 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 January. The report also includes OCA (Office of Court Administration – Austin, TX) monthly data compiled indicating total active and inactive cases.

Cases Filed

STEP Site	Traffic	Penal	City Ordinance	Parking	Other	Total
0	248	15	8	0	4	275

Financial

State Costs	City Costs	Fines	Tech Fund	Bld Security	Total
\$9,940.71	\$9,718.07	\$5,755.89	\$450.00	\$9,121.81	\$34,986.48

Trials/Hearings

Jury	Bench	Appealed	Total
0	44	0	44

Warrants

Issued	Recalled	Served	Fees Collected	Amount Collected	Outstanding
150	31	73	\$1,800.68	\$19,324.20	\$2,742,489

Dispositions

Paid	Time Served	Dismissed	Appealed	Total
119	39	144	0	309

Office of Court Administration – Austin, TX

- OCA monthly report data compiled from the December 2019 report (submitted 01/21/2020) revealed the following data:

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

Municipal Court Dates and Settings since October 2019

OCTOBER 30, 2019 – Pre-Trial Hearings, 21 cases.

NOVEMBER 13, 2019 – Bench Trials, 8 cases.

NOVEMBER 20, 2019 – Adult Plea Docket, 48 cases.

NOVEMBER 20, 2019 – Juvenile Plea Docket, 4 cases.

NOVEMBER 20, 2019 - Defensive Driving Show Cause hearings, 4 cases.

DECEMBER 04, 2019 – Bench Trials, 11 cases.

DECEMBER 18, 2019 – Jury Trials, 5 cases.

JANUARY 08, 2020 – Show Cause Hearings, 2 cases.

JANUARY 08, 2020 – Adult Plea Docket, 54 cases.

JANUARY 08, 2020 – Pre-Trial Hearings, 12 cases.

JANUARY 15, 2020 – Bench Trials, 8 cases.

FEBRUARY 12, 2020 – City Code Docket, 11 cases.

FEBRUARY 12, 2020 – Juvenile Plea Docket, 12 cases.

FEBRUARY 26, 2020 – Adult Plea Docket, 58 cases.

ITEM 6A

ORDINANCE

APPROVAL OF AN ORDINANCE AMENDING CHAPTER 27 OF THE CITY OF MARSHALL CODE OF ORDINANCES ENTITLED “TRAFFIC”, SPECIFICALLY REPEALING SECTION 27-15.3 ENTITLED “SAME – HEAVY VEHICLE PARKING” AND REPLACE WITH A NEW SECTION 27-15.3 ENTITLED “COMMERCIAL VEHICLE PARKING”.



Agenda Information Sheet

February 13, 2020

Agenda Item

Consider approval of an ordinance amending Chapter 27 of the City of Marshall Code of Ordinances entitled "Traffic", specifically repealing Section 27-15.3 entitled "Same – Heavy vehicle parking" and replace with a new section 27-15.3 entitled "Commercial Vehicle Parking".

(Director of Community & Economic Development)

Background & Summary of Request:

The goal of the attached ordinance amendment is to prohibit commercial vehicle parking in non-permitted areas. There is an increase in commercial vehicles being parked for long periods of time in various parking lots and in residential districts. The parking of these vehicles cause numerous problems for the property owners and the city.

The proposed ordinance defines a commercial vehicle as a truck-tractor, semi-trailer, bus, truck or trailer that has a carrying capacity of 10 tons and has a length of 35 feet or more. Based on research, the average 18-wheeler has a carrying capacity of 40 tons and average length of 70 feet; a passenger bus has the carrying capacity of 10 tons and average length of 35 feet.

The proposed ordinance prohibits commercial vehicles from parking on public streets, alleys, or right-of-ways and does provide for a few exceptions such as the loading and unloading of material or passengers. In addition, the ordinance prohibits commercial vehicles from parking in residential areas unless allowed by zoning and other commercial areas unless allowed by zoning.

The proposed ordinance does outline a process for which a hotel/motel may want to request a permit to allow commercial vehicle parking, if the ordinance is passed and an application made, the City Commission would have approval or denial authority over such request.

Ordinance _____

AN ORDINANCE REPEALING IN ITS ENTIRETY CHAPTER 27 SECTION 15-3 OF THE CITY OF MARSHALL, TEXAS CODE OF ORDINANCES ENTITLED “SAME – HEAVY VEHICLE PARKING” AND REPLACING WITH A NEW SECTION CHAPTER 27 SECTION 15-3 ENTITLED “COMMERCIAL VEHICLE PARKING”; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ORDINANCE.

WHEREAS, the City Commission of Marshall has determined that its citizens and visitors shall have a safe and clean physical environment; and

WHEREAS, the City Commission of Marshall has also determined that commercial vehicle parking shall be regulated by location; and

WHEREAS, the City Commission of Marshall wishes to repeal Chapter 27 of the Code of Ordinances entitled “Traffic” specifically Section 15-3 entitled “Same – Heavy Vehicle Parking” and replace with Chapter 27 entitled “Traffic” specifically Section 15-3 entitled “Commercial Vehicle Parking”.

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

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

Section 2. Repeal Chapter 27 Section 15-3 of the Code of Ordinances:

~~“Sec. 27-15.3. – Same – Heavy vehicle parking.~~

~~(a) Definitions. For the purposes of this section, the following words and terms shall have the meanings respectively ascribed to them:~~

~~(1) Heavy vehicle is defined as any motor vehicle, truck, truck tractor, trailer or semi-trailer having a gross weight of ten thousand (10,000) pounds or more.~~

~~(2) Parking is defined as the leaving of any vehicle unattended.~~

~~(3) Rights of way are defined as that portion of a street between the curbline and the adjacent property line.~~

~~(b) Parking prohibited on public property; exceptions.~~

~~(1) It shall be unlawful for any person, firm or corporation to park a heavy vehicle upon any public property, including but limited to public streets, alleys, rights of way, sidewalks or other~~

~~public property, except in designated parking spaces on such public streets or rights of way, excluding the following cases:~~

~~a. Postal vehicles or delivery vehicles that are in the actual process of being loaded or unloaded.~~

~~b. Vehicles of an electric utility, gas utility, telephone company, cable company, the City of Marshall, or their agent or contractor actually engaged in the repair, maintenance and/or installation of utilities serving the city.~~

~~c. The parking of heavy vehicles within residential districts shall be limited to the use of such vehicles, trailers or equipment in the performance of a service to the subject property for the period of time necessary to complete such service or construction and shall be limited to temporarily leaving the vehicle; in the event the same becomes disabled in the performance of service, to adjacent property in such a manner and to such an extent that it is impossible to move such vehicle or equipment until proper repair and/or towing assistance can be obtained by the owner or operator of such vehicle or equipment.~~

~~(2) The chief of police or his designee is hereby authorized to grant an exception or exceptions to the no parking regulations upon the showing that special conditions and/or circumstances exists which justify an exemption.~~

~~(e) Violations, penalties:~~

~~(1) A person, firm, or corporation violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in a sum as follows:~~

~~a. First violation—Not less than twenty five dollars (\$25.00).~~

~~b. Second violation—Not less than fifty dollars (\$50.00).~~

~~c. Additional violations—Not less than fifty dollars (\$50.00), but not to exceed two hundred dollars (\$200.00) for each additional violation.~~

~~(2) For the purposes of this section, each day that a violation continues shall constitute a separate offense.”~~

Section 3. Replace Chapter 27 Section 15-3 with the following:

“Sec. 27.15.3 Commercial Vehicle Parking

a) Definitions. For the purpose of this section, the following terms shall carry the meanings as set out below:

Commercial Vehicle shall mean truck-tractor, road tractor, semi-trailer, bus, truck or trailer or any other commercial vehicle with a rated carrying capacity of ten (10) tons or more and the length of 35 feet or more according to the manufactures classification.

Integral part of a lawfully zoned business shall mean the operation and use of a commercial vehicle to deliver merchandise, or transport tools, equipment or supplies necessary to the operation of the lawfully zoned business and other uses of a commercial vehicle without which the operation of said business would be substantially hindered. Remote and incidental uses of a commercial vehicle in connection with a business, such as advertising, name exposure and promotion, except where such is specifically permitted by the zoning ordinance, shall not be deemed use as an integral part of such business.

Standard truck parking area shall mean a designated parking area at a motel or hotel within the city that meets the criteria for parking lot design for truck parking established by the city as follows:

- (1) Minimum six-inch lime stabilized subgrade with six-inch reinforced concrete pavement;*
- (2) Minimum approach width of forty (40) feet for two-way driveway and twenty-five (25) feet for one-way entrance or exit with minimum thirty-foot curb return radii on driveway approaches; and*
- (3) Minimum twenty-five-foot turning radii.*

b) *Parking of commercial vehicles prohibited – Public streets, alleys, etc.* *It shall be unlawful for any owner or person in control of a commercial vehicle, as defined herein, to leave, park or stand, or permit the leaving, parking or standing of such vehicle upon any public street, alley, parkway, boulevard or other property owned or controlled by any unit of government, except that this section shall not apply to:*

- (1) Commercial vehicles while being used for street construction, maintenance or repair;*
- (2) Commercial vehicles being utilized by a company engaged in extending public service utilities;*
- (3) Passenger buses taking on or discharging passengers at an approved bus stop;*
- (4) A commercial vehicle parked in a loading zone for the purpose of loading or unloading freight or merchandise to a lawfully zoned business;*
- (5) A commercial vehicle parked for the purpose of expeditiously delivering or picking up merchandise to or from a specific designated location or loading or unloading personal property to or from a specific designated location; and*
- (6) A commercial vehicle experiencing a mechanical defect making it unsafe or impossible to proceed, for such period of time as emergency repairs are made or, if repairs cannot be made in a timely manner, until a tow truck arrives.*

c) *Parking of commercial vehicles prohibited – residential areas.* *It shall be unlawful for any owner or person in control of a commercial vehicle, to leave, park, or stand, or permit the leaving, parking, or standing of such vehicle within any area of the City zoned residential according to the Marshall Zoning Ordinance, except that this section shall not apply to a commercial vehicle parked for the purpose of expeditiously delivering or picking up merchandise to or from a specific designated location or loading or unloading personal property to or from a specific designated location while in the normal course of business for which the commercial vehicle operates.*

d) *Parking of commercial vehicles – within certain zoning districts.* *It shall be unlawful for any owner or person in control of property described herein to leave, park, or stand a commercial vehicle, or permit the leaving, parking, or standing of a commercial vehicle*

upon property within an area zoned nonresidential according to the Marshall Zoning Ordinance, except where one or more of the following conditions exist:

- (1) The commercial vehicle is parking upon an approved parking surface within an area zoned industrial according to the Marshall Zoning Ordinance.*
- (2) The commercial vehicle is parked or standing for the purpose of expeditiously loading and unloading passengers, freight, or merchandise.*
- (3) The commercial vehicle is parked at a lawfully zoned business establishment, wherein such commercial vehicle is utilized as an integral part of such lawfully zoned business with an approved certificate of occupancy.*
- (4) The commercial vehicle is a passenger bus parked on a parking lot in an area designated by the owner of the parking lot for the parking of buses, and with the consent of the owner during such period as the bus passengers are attending an event at a facility zoned for such activities, or are customers at a retail center or in the case of a hotel or motel, during such periods of time that the bus passengers are customers of the hotel or motel.*
- (5) The commercial vehicle parked is parked in a designed area at an exhibit hall, convention center, entertainment, or similar facility when the commercial vehicle is involved in the delivery and removal of equipment, products, merchandise, livestock or other items to and from the facility.*
- (6) The commercial vehicle is truck or trailer being driven by an individual who has rented the vehicle from a commercial business for the purpose of transporting personal property from one location to another, and parked for less than 24 hours at a motel or hotel while the driver is a customer of the hotel or motel.*
- (7) The Commercial vehicle is parked in a truck parking area at a motel or hotel within the City, which has been specifically approved for truck parking by the City Commission in accordance with the procedures and standards set out below:*
 - a. Application: An application containing the following information shall be submitted: (a) specific identification of the property for which the request is made; (b) a detailed site plan of the property showing dimensions and indicating the area(s) for which truck parking is being requested; (c) the maximum number of trucks the proposed area will accommodate; (d) description and identification of the location of proposed screening and buffering; and (e) other information relevant to the request.*
 - b. Notification and hearing: Prior to making a determination concerning the application, the City Commission will hold a public hearing to receive input from the applicant, adjoining property owners and other interested persons. Owners of property abutting the property described in the application, including those properties separated by a street or alley, shall be provided written notifications at least ten (10) days prior to the consideration of the application. Adjoining owners*

shall be informed of the applicant's request for a truck parking area and be given the opportunity to respond in writing and/or in person at the public hearing.

- c. Application review for new hotel or motel: A determination of approval or denial by the City Commission shall be based upon an evaluation of the purpose and justification for a truck parking area as stated in the application; the location of the property and proposed parking area in relationship to existing, proposed, and potential uses in the area; the ability to reasonably accommodate truck parking and maneuvering on the site; and other factors affecting onsite circulation and off-site impact. The decision of the City Commission shall be final. City Commission approval of a truck parking area at a new hotel or motel will include specific number of trucks that may be parked in the approved area and require the construction of a standard truck parking area.*
- d. Application review criteria for an existing hotel or motel: In addition to the criteria set forth for the determination of approval or denial for a new hotel or motel, an existing motel or hotel must demonstrate that their existing parking lot can support and accommodate the use and maneuvering of trucks, that truck traffic will not greatly impact the area, and that requirements concerning the number of spaces required for passenger vehicles will continue to be met. The decision of the City Commission shall be final. City Commission approval of a truck parking area at an existing hotel or motel will include the number of trucks that may be parked in the approved area. The provisions of this section shall not affect truck parking previously approved before the passage of this ordinance.*

- e) **Parking of commercial vehicles – not to affect truck route regulations.** Notwithstanding the provisions of this division, it shall be unlawful for the operator of any tractor-trailer combination commercial vehicle commonly known as an “eighteen wheeler” to operate such vehicle in violation of any provision of the City Code relating to truck routes.”*

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 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 repeal of any ordinance or portion of any 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 of 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 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.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

AYES: _____

NOES: _____

ABSTAINED: _____

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____,
2020.

AYES: _____

NOES: _____

ABSTAINED: _____

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

ATTEST:

Elaine Altman, City Secretary

ITEM 7A

SECOND READING OF ORDINANCE

**APPROVAL OF AN ORDINANCE
CALLING FOR A SPECIAL ELECTION
FOR THE REAUTHORIZATION OF THE
LOCAL SALES AND USE TAX AT THE
RATE OF ONE-EIGHTH (1/8TH) OF ONE
PERCENT**

MEMORANDUM

To: Mark Rohr, City Manager
From: Elaine Altman, City Secretary
Subject: Ordinance – Order and Notice of City Special Election
Date: January 17, 2020

Attached is an Ordinance ordering a Special Election to be held in the City of Marshall, Texas to submit to the qualified voters of the City a proposition on the question of the reauthorization of the local sales and use tax in the City of Marshall at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets; making provisions for the conduct of the election and providing for other matters related thereto.

I recommend approval of the Ordinance.

O-20-__
ORDINANCE

ORDER AND NOTICE OF CITY SPECIAL ELECTION TO BE HELD IN THE CITY OF MARSHALL, TEXAS TO SUBMIT TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION ON THE QUESTION OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF MARSHALL AT THE RATE OF ONE-EIGHTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, in 2012, pursuant to Chapter 327 of the Texas Tax Code, the voters of the City of Marshall approved a local sales tax rate of one-eighth of one-percent for street maintenance and repair; and

WHEREAS, Section 327.007 of the Texas Tax Code requires that such tax be reauthorized by the voters every four (4) years; and,

WHEREAS, the City Commission deems it in the best interest of the City to call a special election for the voters to consider a proposition relating to the reauthorization of one-eighth of one percent to continue providing revenue for maintenance and repair of the municipal streets; and,

WHEREAS, the special election is to be submitted to the qualified voters of the City at a special election to be held in the City in conjunction with the City's other elections on Saturday, May 2, 2020 and the City will establish the voting procedures and places by Ordinance as is required by the Texas Election Code; and,

WHEREAS, in accordance with the requirements of the Texas Tax Code, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two (2) percent; and

WHEREAS, the City Commission finds that the special election proposition shall be to reauthorize a one-eighth of one percent sales and use tax for street maintenance for the four year period beginning on January 1, 2021;

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

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

Section 2. A special election is hereby ordered and scheduled to be held concurrent with the general City election on May 2nd, 2020, to determine whether the ballot proposition appearing in Section 3 hereof shall be approved by a majority of the votes cast in such election in which all qualified electors residing in the City shall participate. The referendum election shall be held and conducted in the manner prescribed by state law for all elections. The places for voting in such referendum election shall be such locations as shall otherwise be established for the general election to elect City Commissioners on May 2nd, 2020. All duly qualified electors of the City of Marshall shall be entitled to participate in said election.

Section 3. There shall be submitted at said special election a proposition to reauthorize the use of one-eighth (1/8) of one percent of the sales and use tax for the maintenance and repair of municipal streets.

Section 4. The proposed proposition shall be submitted to the qualified voters at the regular election on May 2nd, 2020 on the ballot and in the form of the following proposition.

Proposition No. 2: The reauthorization of the local sales and use tax in the City of Marshall at the rate of one-eighth (1/8th) of one (1) percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

_____ **YES — For the proposition.**
_____ **NO — Against the proposition.**

Section 5. That said election shall be held within the City of Marshall at Marshall Convention Center, 2501 E. End Blvd. South.

Section 6. That said election shall be held in accordance with the Constitution and laws of the State of Texas and all duly qualified resident voters of the City of Marshall, Texas shall be qualified to vote.

Section 7. The Harrison County Election Administrator will conduct and supervise the election according to the agreement between the City of Marshall and the said administrator. All voting on this Special Election shall be conducted in the same manner and times as the City’s general election.

Section 8. A copy of this Ordinance signed by the Chairman of the City Commission and attested by the City Secretary shall serve as proper notice of said election. The City Secretary is authorized and directed to post a properly executed copy of said Notice of Election at City Hall and at the place where the election is to be held not less than 20 days prior to the date fixed for holding said election.

Section 9. That this ordinance shall be effective from and after its date of passage.

PASSED, AND APPROVED this _____ day of January 2020.

AYES: _____

NOES: _____

ABSTAINED: _____

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

AYES: _____

NOES: _____

ABSTAINED: _____

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

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

Scott Rectenwald, Acting City Attorney

O-20-___
ORDENANZA

ORDEN Y AVISO DE LA ELECCIÓN ESPECIAL DE LA CIUDAD QUE SE CELEBRARÁ EN LA CIUDAD DE MARSHALL, TEXAS PARA PRESENTAR LOS VOTANTES CALIFICADOS UNA PROPUESTA SOBRE LA CUESTIÓN DE LA REAUTORIZACIÓN DE LAS VENTAS LOCALES Y USO DE IMPUESTOS EN LA CIUDAD DE MARSHALL EN LA TASA DE UN OCTAVO DE UNO POR CIENTO A CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y REPARACIÓN DE CALLES MUNICIPALES; HACER PROVISIONES PARA LA REALIZACIÓN DE LAS ELECCIONES Y PARA OTROS ASUNTOS RELACIONADOS CON LA MISMA.

Considerando, en 2012, con arreglo al capítulo 327 del código fiscal de Texas, los votantes de la ciudad de Marshall aprobaron una tasa de impuesto de ventas local de un octavo de uno por ciento de calle mantenimiento y reparación; y

Considerando, la sección 327.007 del código fiscal de Texas requiere tal impuesto sea reautorizada por los votantes cada cuatro (4) años; y,

Considerando, que la Comisión considera que en el mejor interés de la ciudad para llamar a una elección especial para los votantes a considerar una propuesta relativa a la reautorización de un octavo de uno por ciento para continuar proporcionando ingresos para el mantenimiento y reparación de las calles municipales; y,

Considerando, la elección especial que se presentará a los votantes calificados de la ciudad en una elección especial a realizarse en la ciudad junto con la ciudad otras elecciones el sábado, 2 de mayo, 2020 y de la ciudad establecerá los procedimientos de votación y por ordenanza como exige el código electoral de Texas; y,

Considerando, en acuerdo con los requerimientos del Código de Impuestos de Texas, la tasa combinada de todas las ventas locales e impuestos de uso impuestas por la Ciudad y otras subdivisiones políticas que tienen territorio en la ciudad no excederá de dos (2) por ciento; y

La comisión de la Ciudad determina que el prospecto de elección especial será volver a aprobar un impuesto de ventas y uso de un octavo por ciento para el mantenimiento de calles durante el período de cuatro años que comienza el 1 de enero de 2021;

AHORA POR LO TANTO, SEA ORDENADO POR LA COMISIÓN DE LA CIUDAD DE MARSHALL, MARSHALL, TEXAS:

Sección 1. Que los hallazgos establecidos en el preámbulo de esta ordenanza quedan aprobados en este documento.

Sección 2. Se ordena y se programa una elección especial de manera concurrente con la elección general de la Ciudad el 2 de Mayo de 2020, para determinar si la propuesta de boleta que figura en la Sección 3 del presente será aprobada por la mayoría del voto emitido en dicha elección en el cual participarán todos los electores calificados que residen en la Ciudad. La elección del referéndum se llevará a cabo y se realizará de la manera prescrita por la ley estatal para todas las elecciones. Los lugares para votar en dicha elección de referéndum serán los lugares que de otra manera se establecerán para la elección general para elegir Comisionados de la Ciudad el 2 de Mayo de 2020. Todos los electores debidamente calificados de la Ciudad de Marshall tendrán derecho a participar en dicha elección.

Sección 3. Se presentará en dicha elección especial una propuesta para volver a autorizar el uso de un octavo (1/8) del uno por ciento del impuesto sobre ventas y uso para el mantenimiento y reparación de calles municipales.

Sección 4. La propuesta se presentará a los votantes calificados en las elecciones regulares del 2 de mayo de 2020 en la boleta y en la forma de la siguiente propuesta.

Propuesta N° 2: La reautorización del impuesto local sobre ventas y uso en la Ciudad de Marshall a una tasa de un octavo (1/8) del uno (1) por ciento para continuar proporcionando ingresos para el mantenimiento y reparación de calles municipales. El impuesto vence el cuarto aniversario de la fecha de esta elección, a menos que se vuelva a autorizar la imposición del impuesto.

- SI – A favor de la proposición.**
- NO – Contra la proposición.**

Sección 5. Dicha elección se realizará dentro de la ciudad de Marshall, en la Marshall Convention Center, 2501 E. End Blvd. South.

Sección 6. Que dicha que elecciones se celebrarán conforme a la Constitución y las leyes del estado de Texas y todos los electores residentes debidamente calificados de la ciudad de Marshall, Texas estarán calificados para votar.

Sección 7. El Administrador de Elecciones del Condado de Harrison llevará a cabo y supervisar las elecciones según el acuerdo entre la ciudad de Marshall y el dicho administrador. Todos a votar en esta elección especial se realizarán en la misma forma y épocas como elecciones de generales de la ciudad.

Sección 8. Una copia de esta ordenanza sugerida por el Presidente de la Comisión de la Ciudad y certificada por el Secretario de la Ciudad servirá como aviso apropiado de dicha elección. El Secretario de la Ciudad está autorizado y dirigido a publicar una copia debidamente ejecutada de dicho Aviso de Elección en el Ayuntamiento y en el lugar donde la elección se llevará a cabo no menos de 20 días antes de la fecha fijada para celebrar dicha elección.

Sección 9. Esta ordenanza será efectiva a partir y después de la fecha de su pasaje.

PASADO Y APROBADO este día ___ de enero de 2020.

- A favor: _____
- En contra: _____
- Abstenerse: _____

PASADO, APROBADO, Y ADOPTADO el día ___ de febrero de 2020.

- A favor: _____
- En contra: _____
- Abstenerse: _____

ALCALDESA DE LA COMISIÓN DE LA CIUDAD
DE LA CIUDAD DE MARSHALL, TEXAS

ATESTIGUAR:

SECRETARIO DE LA CIUDAD

APROBADO EN CUANTO A FORMA:

Scott Rectenwald, abogado interino de la ciudad

ITEM 7B

SECOND READING OF ORDINANCE

**APPROVAL OF AN ORDINANCE OF THE
CITY OF MARSHALL, TEXAS,
ORDERING A SPECIAL ELECTION MAY
2, 2020, TO CONSIDER SIXTEEN (16)
PROPOSED AMENDMENTS TO THE
CHARTER OF THE CITY OF MARSHALL**

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: February 7, 2020

Subject: Consider Approval of an Ordinance of the City of Marshall, Texas, Ordering a Special Election May 2, 2020, to Consider Sixteen (16) Proposed Amendments to the Charter of the City of Marshall

Attached is an Ordinance ordering a Special Election to be held in the City of Marshall, Texas to consider sixteen (16) proposed amendments to the Charter of the City of Marshall. This is the second reading of the ordinance.

I recommend approval of the Ordinance.

**CITY OF MARSHALL, TEXAS
ORDINANCE NO.**

ORDER AND NOTICE OF CITY SPECIAL ELECTION TO BE HELD IN THE CITY OF MARSHALL, TEXAS ON MAY 2, 2020 TO CONSIDER SIXTEEN (16) PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MARSHALL PROVIDING FOR THE CITY'S FORM OF GOVERNMENT; BOUNDARIES POWERS; CITY COUNCIL; CITY OFFICERS, TERMS AND TERM LIMITS, VACANCIES AND FORFEITURES OF OFFICE; FINANCIAL PROCEDURES; BUDGETING; ISSUANCE OF DEBT; TAXATION; ELECTIONS OF CITY COUNCIL; INITIATIVE; REFERENDUM AND RECALL FRANCHISES AND REGULATION OF PUBLIC UTILITIES; FINANCIAL INTERESTS FOR CITY COUNCIL AND OFFICERS; CLAIMS AGAINST THE CITY; LIENS, ASSIGNMENTS; GARNISHMENT AND SECURITY BONDS; ALL OF THE ABOVE AS ALLOWED BY THE STATE LAW OF TEXAS; REPEALING OBSOLETE PROVISIONS AND ADDING A NEW PROVISION TO ALLOW RENUMBERING AND REARRANGING THE CHARTER AS LONG AS NO SUBSTANTIVE CHANGE IS MADE; CORRECTING TYPOGRAPHICAL ERRORS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Marshall wishes to order a special election for the purpose of submitting to the voters sixteen (16) amendments to the City Charter of the City of Marshall; and

WHEREAS, the City Commission of the City of Marshall deems it to be in the best interest of the City to proceed with the ordering of a special election for the purpose of submitting to the voters sixteen (16) amendments to the City Charter of the City of Marshall to be held in conjunction with the City's other elections on May 2, 2020 and the City will establish the voting procedures and places by Ordinance as is required by the Texas Election Code ; and

WHEREAS, the City Commission finds that the special election for the purpose of submitting to the voters sixteen (16) amendments to the City Charter of the City of Marshall is to be held more than seventy-eight (78) days from the date of adoption of this ordinance ordering the special election.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Commission.

Section 2. A special election for the purpose of submitting to the voters sixteen (16) proposed amendments to the Charter of the City of Marshall is hereby ordered and scheduled to be held concurrent with the general City election on May 2nd, 2020, to determine whether the ballot propositions appearing in Section 3, hereof, shall be approved by a majority of the votes cast in

such election in which all qualified voters residing in the City shall participate. The special election shall be held and conducted in the manner prescribed by state law for all elections. The places for voting in such special election shall be such locations as shall otherwise be established for the general election to elect City Commissioners on May 2nd, 2020. All duly qualified electors of the City of Marshall shall be entitled to participate in said election.

Section 3. There shall be submitted at the special election for the purpose of submitting to the voters sixteen (16) proposed amendments to the Charter of the City of Marshall for the voters of the City to vote FOR or AGAINST the following amendments to the City Charter of the City of Marshall, Texas:

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

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

____FOR

____AGAINST

PROPOSITION B Powers of the City as allowed by state law

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

____FOR

____AGAINST

PROPOSITION C City Council and Officers: City Secretary, City Attorneys, Prosecutor and outside Counsel, City Manager and Municipal Judges

Shall ARTICLE III, CITY COMMISSION AND OFFICERS Sec. 23 through Sec. 30 of the City Charter and Article V Chairman Sec. 109 through Sec.114 be amended as ARTICLE III CITY COUNCIL AND OFFICERS, to provide for a Mayor, Mayor Pro Tem and City Council, and City appointed officers, to provide for the general powers and duties of the City Council; to provide for the number, selection, and boundaries of City Council districts and to allow for redistricting; to provide for qualifications and that the City Council is the judge of a Council member's qualifications; to prohibit dual office holding and interference with staff; to provide for no compensation but to allow reimbursement for necessary expenses of office; to provide for meetings, rules of procedure and Council investigations and to amend Article VII, City Secretary and Article VIII City Attorney of the City Charter to provide by new Secs. 3.10 and 3.11 for the Council to appoint the City Secretary and City Attorney, Prosecutor and other assistant City Attorneys, outside Counsel or volunteer attorney to assist the City Attorney and for the Council

to proscribe the duties of the City Secretary and City Attorney, to amend ARTICLE VI, City Manager, by Article IV, Administrative Organization to provide for the City Manager, the City Manager’s appointment, qualifications, compensation, removal or suspension, an acting City Manager, City Manager powers and duties and additional administrative organization as provided for by the City Council; and to amend ARTICLE X, CORPORATION, Sec. 160 through 174 of the City Charter and replace with a new ARTICLE V MUNICIPAL COURT to provide for the Municipal Court of the City of Marshall, the jurisdiction of the municipal court; provide for the appointment of the Chief Municipal Judge and other municipal judges by the City Council; municipal judge qualifications, compensation and powers and to provide for the Clerk and Deputy Clerk of the Municipal Court appointed by the City Manager and their powers?

____FOR

____AGAINST

PROPOSITION D Ordinances require one (1) reading and procedures for adoption of Ordinances and Emergency Ordinances

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

____FOR

____AGAINST

PROPOSITION E Financial Procedures for Budgeting, Budget procedures; Audits, Purchasing and Investment Procedures as allowed by state law

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

____FOR

____AGAINST

PROPOSITION F Taxation and Tax Liens and Liability

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

____FOR

____AGAINST

PROPOSITION G Elections conducted as allowed by state law

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

____FOR

____AGAINST

PROPOSITION H Initiative and Referendum

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

____FOR

____AGAINST

PROPOSITION I Vacancies, Forfeitures of Office and Filing of Vacancies

Shall Sec. 32, Sec. 33, Sec. 35 providing for Resignation and election and Sec. 71, Vacancy, and Sec. 72 Resignation of the City Charter be amended by adding Sec. 3.06 to provide for vacancies, and forfeitures of office and filing of vacancies in the office of a Council member by either appointment or calling an election to fill the vacancy and provided that if four-year terms are adopted the appointment may only be made within the first year of office as allowed by the Texas Constitution?

____FOR

____AGAINST

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

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

____FOR

____AGAINST

PROPOSITION K General Provisions for Financial Interest, Oath of Office, Prohibited

Activities, Claims against the City, Liens, Assignments, Garnishment and Security Bonds and Transitional Provisions for vested rights and effect on existing laws

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

____FOR

____AGAINST

PROPOSITION L Council allowed to Renumber and Rearrange Charter by Ordinance as long as no substantive change made.

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

____FOR

____AGAINST

PROPOSITION M Repeal obsolete provisions, provisions preempted by state and federal law and provisions within the general power of the city as allowed by state law.

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

____FOR

____AGAINST

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

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

____FOR

____AGAINST

PROPOSITION O Terms and Term Limits

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

Section 3.04 Terms and Term Limits

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

PROPOSITION P Bonds, Warrants and Other Evidence of Indebtedness as allowed by state law

Shall Sec. 82 through Sec. 88 of the City Charter be amended as ARTICLE VII BONDS, WARRANTS AND OTHER EVIDENCE OF INDEBTEDNESS be amended and replaced with new ARTICLE VII BONDS, WARRANTS AND OTHER EVIDENCE OF INDEBTEDNESS for the City Council the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidence of indebtedness be consistent with state law and allow for the

right of the people to petition the City to call an election on the proposed debt as allowed by state law and amended to read as follows?

_____FOR

_____AGAINST

Section 4. Notice of the election shall be given and the election shall be held in compliance with the provisions of the Texas Election Code in all respects. The ballots for the election shall comply with the Texas Election Code. and in addition, notice of the special election shall be published as required by Texas Local Government Code Section 9.04 and shall be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the election.

Section 5. That said election shall be held within the City of Marshall at Marshall Convention Center, 2501 E. End Blvd. South.

Section 6. The Harrison County Election Administrator will conduct and supervise the election according to the agreement between the City of Marshall and the said administrator. All voting on this special election shall be conducted in the same manner and times as the City's general election.

Section 7. A copy of this Ordinance signed by the Chairman of the City Commission and attested by the City Secretary shall serve as proper notice of said election. The City Secretary is authorized and directed to post a properly executed copy of said Notice of Election at City Hall and at the place where the election is to be held not less than 20 days prior to the date fixed for holding said election.

Section 8. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

Section 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 11. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 12. This Ordinance shall be in force and effect from and after the date of its adoption and passage, and it is so ordained.

PASSED, AND APPROVED this ____ day of February 2020.

AYES: _____ NOES: _____ ABSTAINED: _____

PASSED, APPROVED, AND ADOPTED this ____ day of February 2020.

AYES: _____ NOES: _____ ABSTAINED: _____

CITY OF MARSHALL, TEXAS

Chairman, Marshall City Commission

ATTEST:

Elaine Altman, City Secretary

ITEM 8A

RESOLUTION

**CAST BALLOTS AND CONSIDER
APPROVAL OF A RESOLUTION FOR
TEMPORARY APPOINTMENT TO FILL
THE COMMISSIONER, DISTRICT 2
VACANCY**

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: February 5, 2020

Subject: Cast ballots and consider approval of a Resolution for temporary appointment to fill the Commissioner, District 2 vacancy

At a Special-Called City Commission meeting on Thursday, January 30, 2020, the Commission interviewed five (5) District 2 residents interested in filling the temporary District 2 vacancy. Subsequent to the interviews, we discovered one of the five candidates was not eligible.

This item gives the Commission the opportunity to select one candidate, if they so choose, and consider a Resolution for a temporary appointment of selected candidate to fill the Commissioner, District 2 vacancy.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARSHALL, TEXAS FOR THE TEMPORARY APPOINTMENT TO FILL THE COMMISSIONER, DISTRICT 2 VACANCY

WHEREAS, a vacancy occurred in District 2 due to a resignation on November 29, 2019; and

WHEREAS, the City Commission expressed a desire to temporarily fill the Commissioner, District 2 vacancy; and

WHEREAS, the City advertised for interested residents to submit applications for the Commissioner, District 2 temporary position; and

WHEREAS, the City received five (5) candidate applications for the vacancy; and

WHEREAS, the City Commission interviewed five applicants at a Special-Called City Commission meeting on January 28, 2020, and subsequently discovered one of the five (5) candidates was not eligible.

WHEREAS, by a vote of the majority of the Commissioners on February 13, 2020, _____ was determined to be the candidate to be appointed to the vacancy.

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

Section 1. That the City Commission hereby appoints _____ to temporarily fill the Commissioner, District 2 vacancy.

Section 2. That the appointment is temporary and only valid until the election of the Commissioner, District 2 at the May 2, 2020 general election.

Section 3. That this Resolution shall be effective on and after its passage.

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

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

ATTEST:

Elaine Altman, City Secretary

ITEM 9A

APPROVAL OF AGREEMENTS FOR BALLFIELD USAGE AND CONCESSION SERVICES AT AIRPORT PARK

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: February 7, 2020

Subject: Consider approval of agreements for ballfield usage and concession services at Airport Park

This item has been placed on the agenda to consider approval of agreements for ballfield use and concession services at Airport Park.

Staff has met with Marshall Youth Baseball Association (MYBA) and Marshall Youth Softball Association (MYSA) and negotiated agreements that are acceptable to all organizations. We have provided a copy of the agreements for your review.

Marshall Youth Baseball Association and Marshall Youth Softball Association have approved the agreements and it is our recommendation that the Commission approve the agreements for ballfield usage and concession services at Airport Park.

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, 2023.

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 Airport Park facilities with the appropriate agency and they are subject to availability.
- 5) Will provide **MPAR** with a copy of background checks as required by **MYBA** to Marshall Police Department for coaches, league officials and head officials (umpires); Proper adult supervision will be maintained at all times.
- 6) **MYBA** must guarantee that any time fields are closed by **MPAR** that no approved 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** via email, 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 oversight 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, per team participating in league play, the sum of \$60.00 for year one, \$75.00 for year two, and \$90.00 for year three, to be paid **by end of the regularly scheduled play season**. City agrees that any additional revenues generated from this agreement will be reinvested back into this facility.
- 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. This contract recognizes the portable equipment and inventory are the property of the **MYBA**.
- 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 directly attributable to use by the **MYBA**. The City agrees to install security lighting in the general areas.
- 19) The city reserves the right to schedule special events as needed, but in coordination with **MYBA** schedule when possible.
- 20) All citizens of Marshall will have a fair and pro-rata ability to schedule field usage for league play. No one group shall have any exclusive rights to scheduling of any City of Marshall facility, fields or property except for the approved league schedule.
- 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 and available to MYBA through their normal accounting practices. 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 ninety (90) 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
 - \$ 50,000 – Fire Legal Liability
 - \$ 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 \$50.00 per field per event used for each tournament to be assessed and collected from the participant. In addition, 10% of profit from each tournament shall be paid to the City of Marshall.
2. MYBA must designate Tournament Director when tournament is scheduled. This person will be the liaison between the City and MYBA for the event.
3. The City of Marshall designee will determine if tournament can be played. **The MPAR designee's ruling will be final.**
4. All trash must be picked up and trashcans emptied.

Date: _____

ATTEST:

THE CITY OF MARSHALL, TEXAS

Elaine Altman City Secretary

Mark Rohr, City Manager

ATTEST:

Marshall Youth Baseball Association

Elaine Altman
Secretary

Keith D. Boyd
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 net 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

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**As assigned to League President by Support Services Director
After consideration of all field request**

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- 5) The City reserves the right to schedule special events, tournaments, clinics, etc. as needed but in coordination with **MYSA's** schedule when possible.

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- 3) To obtain the **MPAR's** approval of all schedule changes. **(No MPAR approval means there are no games.)**
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- 7) To notify **MPAR** via email, 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 **MYSA'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 **MYSA** decision. **MYSA** agrees to abide by and enforce any **MPAR** or City of Marshall decision. **MYSA** 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) **MYSA** 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 **MYSA** 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.
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- 11) To provide adequate oversight 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.
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- 14) **MYSA** 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 **MYSA** officer, agent, or participant, **MYSA** 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 **MYSA** 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. This contract recognizes the portable equipment and inventory are the property of the **MYSA**.
- 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) **MYSA** shall insure that all lights are turned off and all fields remain empty at the conclusion of those fields' games each day, and **MYSA** agrees to pay the sum of \$25 per hour per field for any violation of this clause directly attributable to use by the **MYSA**. The City agrees to install security lighting in the general areas.
- 19) The city reserves the right to schedule special events as needed, but in coordination with **MYSA** schedule when possible.
- 20) All citizens of Marshall will have a fair and pro-rata ability to schedule field usage for league play. No one group shall have any exclusive rights to scheduling of any City of Marshall facility, fields or property except for the approved league schedule.
- 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 **MYSA** to schedule and approve use of cages.
- 23) **Annual Financial Reports.** **MYSA** 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, **MYSA** agrees to provide all tax returns and other financial documents as requested by the City's Finance Department staff and available to **MYSA** through their normal accounting practices. 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 **MYSA** 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, **MYSA** shall provide the above information for the years 2017, 2018, and 2019 within ninety (90) days of the execution of this agreement, as in compliance with the previous agreement executed between the City and **MYSA**.
- 24) **MYSA** must provide the City with a current copy of their articles of incorporation or bylaws.
- 25) **MYSA** must also provide a list of the organization's board of directors addresses and telephone numbers.
- 26) **MYSA** 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
 - \$ 50,000 – Fire Legal Liability
 - \$ 5,000 – Premises Medical Payments
- MYSA** 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. MYSA and its participants (collectively referred to as MYSA 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 MYSA 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 MYSA arising out of the incident to MYSA's use of the facilities covered by this Agreement. If the MYSA 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 MYSA.
- 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 MYSA 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 MYSA for any damages caused thereby and the MYSA 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 MYSA

1. **Tournaments:** MYSA will cause a user fee of \$50.00 per field per event used for each tournament to be assessed and collected from the participant. In addition, 10% of profit from each tournament shall be paid to the City of Marshall.
2. MYSA must designate Tournament Director when tournament is scheduled. This person will be the liaison between the City and MYSA for the event.
3. The City of Marshall designee will determine if tournament can be played. **The MPAR designee's ruling will be final.**
4. All trash must be picked up and trashcans emptied.

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 net 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: Kelda D. Boy
President or Representative

ITEM 9B

UPDATE REGARDING MUNICIPAL COURT OPERATIONS

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: February 7, 2020

Subject: Update regarding Municipal Court operations

The Municipal Court Administrator and City Prosecutor will be at the meeting on Thursday to provide an update regarding Municipal Court operations

ITEM 9C

APPROVAL OF THE PURCHASE OF TEN (10) NEW VEHICLES FOR THE MARSHALL POLICE DEPARTMENT



CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET

MEETING DATE:

PROJECT: Police Cars

DESCRIPTION: As part of the 2020 budget \$90,000 was approved under line item 01-0425-03-03 for new cars. MPD requests to use this funding as down payment on 10 new cars for the Police Department. The remaining amount (\$421,932.50) will require financing. The financing will be brought before the commission by the at a later date, after delivery date of the vehicles has been determined. The vehicles will be purchased under state bid pricing from Silsbee Ford.

COST: \$511,932.50

RECOMMENDED

ACTION: Approve ordering of 10 new vehicles for use by the Police Department.

CITY CONTACT: Chief Carruth

cc: File

2020 MPD Vehicles

8 – 2020 Ford Interceptor SUV	\$54,310/ ea	\$434,408.00
1 – 2019 Ford Interceptor Sedan (Marshal)		\$43,026.50
1 - 2020 Ford Interceptor SUV (CID)		\$34,498.00
Vehicle Total		\$511,932.50
Down payment		-\$90,000.00
Total Financed		\$421,932.50
5% interest (estimate)		\$443,029.13
Payment per year 5 yrs		\$88,605.83

*prices include equipment

ITEM 10

ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 11

ADJOURNMENT