



**CITY OF MARSHALL, TEXAS
REGULAR CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, MAY 28, 2020, 12:00 P.M.**

This meeting will be conducted utilizing a video and audio conferencing tool, as well as, a standard conference call. Instructions and direct links to view the meeting or speak during Citizen Comment can be found at www.marshalltexas.net.

**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.

Page 3

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 **ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA**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 May 14, 2020 Regular meeting.

Page 5

B. Monthly financial report. (Finance Director)

Page 11

C. Consider an appointment to the Planning & Zoning Commission to fill an expired term. (Director of Community & Economic Development)

Page 15

6. **PUBLIC HEARING AND ORDINANCE**

A. Conduct a public hearing and consider an amendment to the official zoning map regarding a 4-acre tract of land in the Thomas Iden Survey A-354, from C-2 (Retail Business) to PS (Public Service). The subject property is generally located on the south side of East Travis Street, more commonly known as 2502 East Travis Street. (Director of Community & Economic Development)

Page 19

7. **ORDINANCE**

A. Consider an ordinance amending Chapter 24 entitled "Signs and Billboard Regulations" specifically Section 24-9 entitled "Free Standing Signs". (Director of Community & Economic Development)

Page 28

8. **RESOLUTION**

A. Consider approval of a Resolution authorizing the City to apply for funding under the Coronavirus Emergency Supplemental Funding program through the Office of the Governor. (Police Chief)

Page 34

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

A. Consider approval of a contract for Acting City Attorney legal services. (City Manager)

Page 38

B. Consider, discuss, deliberate and act upon a proposed contract for the purchase of real property, being 2 acres in the Thomas Iden Survey, A-354, Harrison County, Texas, described as Lot 1 of the Hilltop Subdivision, City of Marshall, from the Marshall Independent School District as Seller. (Acting City Attorney)

Page 43

C. Consider approval to award a contract for street reconstruction and asphalt overlays as specified in the 2020 Street Improvement Program. (Public Works Director)

Page 57

D. Report regarding water meter pilot program. (Public Works Director)

Page 60

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

Page 62

11. **ADJOURNMENT**

Page 63

Posted: May 22, 2020
5:00 p.m.
Y. Graham

This meeting will be conducted in accordance with the Americans with Disabilities Act. 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

**APPROVAL OF THE MINUTES FROM
THE MAY 14, 2020 REGULAR MEETING**

MINUTES OF THE REGULAR MEETING OF THE
CITY COMMISSION OF THE CITY OF MARSHALL
THURSDAY, May 14, 2020
12:00 PM

Mayor Terri Brown called the Regular meeting to order in the Commission Chambers, City Hall at 12:00 p.m.

PRESENT:

MAYOR: Terri Brown, District 3

COMMISSIONERS:

Marvin Bonner, District 1
Amy Ware, District 4
Larry Hurta, District 6
Leo Morris, District 2
Vernia Calhoun, District 5
Doug Lewis, District 7

ADMINISTRATIVE STAFF PRESENT:

Mark Rohr, City Manager
Scott Rectenwald, Acting City Attorney
Randy Pritchard, Support Services Superintendent
Wes Morrison, Community & Economic Development Director
Elaine Altman, City Secretary/Finance Director
Eric Powell, Public Works Director
Stormy Nickerson, Management Analysis/Communications Coordinator
Reggie Cooper, Fire Chief
Cliff Carruth, Police Chief

INVOCATION & PLEDGE: Mayor Brown

103. **CITIZEN COMMENTS**

There were no citizen comments.

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

There were no items withdrawn from the Consent Agenda.

105. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the April 23, 2020 Regular meeting.
- B. Consider approval of investment reports for the fourth quarter of 2019 and the first quarter of 2020.
- C. Street Sweeping Activity Report.
- D. Municipal Court Activity Report.

PRESENTATIONS

106. PRESENTATION OF A PROCLAMATION DESIGNATING THE WEEK OF MAY 17 – MAY 23, 2020 AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF MARSHALL.

Eric Powell, Public Works Director, spoke regarding National Public Works Week which is designated as the week of May 17th – May 23rd, 2020. He thanked the Commission for recognizing the employees of the Public Works Department.

107. PRESENTATION OF A PROCLAMATION DESIGNATING THE WEEK OF MAY 10 – MAY 16, 2020 AS “POLICE WEEK” IN MARSHALL, TEXAS AND FURTHER DESIGNATING THAT MAY 15, 2020 BE OBSERVED AS “PEACE OFFICERS MEMORIAL DAY” IN MARSHALL, TEXAS.

Cliff Carruth, Police Chief, spoke regarding “Police Week” in Marshall, Texas. He explained the origins of this designation and stated this year it will be the week of May 10th – May 16th, 2020.

PUBLIC HEARING

108. CONDUCT A PUBLIC HEARING AND CONSIDER AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 5-YEAR CONSOLIDATED PLAN AND THE 2020 PROGRAM YEAR ANNUAL ACTION PLAN TO INCLUDE CDBG-COVID FUNDS AND PROPOSED ACTIVITIES.

Wes Morrison, Community & Economic Development Director, presented an amendment to the Community Development Block Grant 5-Year Consolidated Plan and the 2020 Program Year Annual Action Plan to include CDBG-COVID funds and proposed activities. He highlighted the various activities.

Commissioners asked questions and discussed.

Mark Rohr, City Manager, provided information regarding funding for COVID-19 expenses.

Mayor Brown opened the public hearing.

No one spoke in favor or opposition of the amendment.

Mayor Brown closed the public hearing.

Commissioner Hurta made a motion to approve an amendment to the Community Development Block Grant 5-Year Consolidated Plan and the 2020 Program Year Annual Action Plan to include CDBG-COVID funds and proposed activities. Commissioner Calhoun seconded the motion, which passed with a vote of 7:0.

SECOND READING OF ORDINANCES

109. CONSIDER APPROVAL OF AN ORDINANCE AMENDMENT TO CHAPTER 32 OF THE CITY OF MARSHALL CODE OF ORDINANCES ENTITLED “ZONING ORDINANCE” SPECIFICALLY RELATED TO SECTION 20 ENTITLED “ZONING DISTRICT PURPOSES AND PROHIBITED USES.”

Wes Morrison stated there was no new information regarding this item.

Commissioner Calhoun made a motion to approve an ordinance amendment to Chapter 32 of the City of Marshall Code of Ordinances entitled “Zoning Ordinance” specifically related to Section 20 entitled “Zoning District Purposes and Prohibited Uses.” Mayor Brown seconded the motion, which passed with a vote of 7:0.

110. CONSIDER APPROVAL OF AN ORDINANCE REGARDING A ZONING MAP AMENDMENT OF A 0.803 ACRE TRACT OF LAND BEING ALL OF LOTS 1 AND 2, AND PART OF LOT 3 BLOCK 1 MEDILL BOMAR HEIGHTS FROM R-2 (SINGLE FAMILY DETACHED) TO O (OFFICE). THE SUBJECT PROPERTY IS GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MERRITT STREET AND WEST OF SOUTH WASHINGTON AVENUE, MORE COMMONLY KNOWN AS 1103 SOUTH WASHINGTON AVENUE.

Wes Morrison stated there was no new information regarding this item.

Commissioner Lewis made a motion to approve an ordinance regarding a rezoning map amendment of a 0.803 acre tract of land, commonly known as 1103 South Washington Avenue, from R-2 (Single Family Detached) to O (Office). Commissioner Morris seconded the motion, which passed with a vote of 7:0.

111. CONSIDER APPROVAL OF AN ORDINANCE REGARDING A ZONING MAP AMENDMENT OF A 1.19 ACRE TRACT OF LAND BEING ALL OF LOTS 1, 2, 10, AND PART OF LOT 9 BLOCK 6 PARKVIEW ADDITION, AND ALL OF OUTLOT 200-A S. W. FROM R-2 (SINGLE FAMILY DETACHED) TO PS (PUBLIC SERVICE). THE SUBJECT PROPERTY IS GENERALLY LOCATED ON THE SOUTH SIDE OF MEDILL STREET, EAST SIDE OF ROSBOROUGH SPRINGS ROAD, AND ON THE NORTH SIDE OF NATHAN STREET, MORE COMMONLY KNOWN AS 709 NATHAN STREET.

Wes Morrison stated there was no new information regarding this item.

Mayor Brown made a motion to approve an ordinance regarding a zoning map amendment of a 1.19 acre tract of land, commonly known as 709 Nathan Street, from R-2 (Single Family Detached) to PS (Public Service). Commissioner Calhoun seconded the motion, which passed with a vote of 7:0.

112. CONSIDER APPROVAL OF AN ORDINANCE CONSENTING TO THE AMENDED DECLARATION OF LOCAL DISASTER PROCLAIMED FOR THE CITY OR MARSHALL BY THE MAYOR ON APRIL 13, 2020, AND ANY MATTERS INCIDENTAL OR RELATED TO SAID DECLARATION.

Mark Rohr stated approval of this declaration is now moot; however, although the ordinance is dated it still requires approval..

Commissioner Hurta made a motion to approve an Ordinance consenting to the amended declaration of local disaster proclaimed for

the City of Marshall by the Mayor on April 13, 2020. Commissioner Lewis seconded the motion, which passed with a vote of 7:0.

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

113. **PRESENTATION OF PLAN TO REDUCE INACTIVE MUNICIPAL COURT CASES AND UPDATE ON COMMUNITY SERVICE PROGRAM.**

Leland Benoit, Municipal Court Administrator, presented a plan to reduce inactive Court cases. The plan includes:

- Assigning a police officer to actively execute outstanding warrants
- Implementing an amnesty program
- Implementing a warranty round up
- Utilizing OMNIBase Services to place a hold on Texas driver's license renewals until a warrant is resolved

Leland also provided an update on the community service program. Madison Hood, Court Prosecutor, provided additional information regarding the City Prosecutor's role resolving inactive cases.

Commissioners asked questions and discussed.

Commissioner Ware left the meeting at this point in the meeting.

114. **REVIEW AND CONSIDER APPROVAL OF A SMALL BUSINESS REVOLVING LOAN PROGRAM.**

Wes Morrison explained the process for a Small Business Revolving Loan Program. He asked for approval of the loan program.

Commissioners asked questions and discussed.

Commissioner Lewis made a motion to approve the Small Business Loan Program. Mayor Brown seconded the motion, which passed with the following vote:

Ayes: 5, Mayor Brown, Commissioner Lewis, Hurta, Bonner and Morris

Abstain: 1, Commissioner Calhoun

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

There were no items withdrawn from the Consent Agenda.

116. **EXECUTIVE SESSION**

A. 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 convene into Executive Session. Commissioner Hurta seconded the motion, which passed with a vote of 6:0. The time was 1:08 p.m.

The Commission reconvened from Executive Session. The time was 1:49 p.m.

117. **ADJOURNMENT**

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

APPROVED:

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

ATTEST:

City Secretary

**Ordinances: O-20-12
O-20-13
O-20-14
O-20-15**

ITEM 5B

CONSENT AGENDA

MONTHLY FINANCIAL REPORT

MEMORANDUM

To: Mark Rohr, City Manager

From: Elaine Altman, Finance Director

Date: May 20, 2020

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

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

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

GENERAL FUND	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	4/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED (4 MONTH NORM = 33%)	REMAINING BUDGET
REVENUES:								
TAXES	737,832	4,893,257	4,740,842	12,467,306	12,467,306	4,155,769	39.2	7,574,049
LICENSES & PERMITS	5,586	44,746	58,982	178,000	178,000	59,333	25.1	133,254
INTERGOVERNMENTAL REVENUE	49,293	78,352	46,544	161,235	161,235	53,745	48.6	82,883
FEES	387,295	1,657,075	1,445,425	5,200,894	5,200,894	1,733,631	31.9	3,543,819
FINES & FORFEITURES	3,624	105,193	251,512	484,332	484,332	161,444	21.7	379,139
MISCELLANEOUS REVENUE	499,658	963,324	1,267,608	2,573,331	2,573,331	857,777	37.4	1,610,007
TOTAL GENERAL FUND REVENUE	1,683,289	7,741,947	7,810,913	21,065,098	21,065,098	7,021,699	36.8	13,323,151
EXPENSES:								
GENERAL GOVERNMENT	37,182	166,087	135,267	555,300	555,300	185,100	29.9	389,213
FINANCE	37,039	147,117	177,302	522,314	522,314	174,105	28.2	375,197
POLICE	334,936	1,384,024	1,987,860	5,153,135	5,153,135	1,717,712	26.9	3,769,111
FIRE	321,357	1,451,172	1,381,007	4,144,820	4,144,820	1,381,607	35.0	2,693,648
PUBLIC SERVICES	306,958	1,261,979	1,542,514	5,034,940	4,768,142	1,589,381	26.5	3,506,163
PLANNING	53,273	188,648	111,980	598,469	598,469	199,490	31.5	409,821
SUPPORT SERVICES	87,760	289,120	473,929	887,855	905,449	301,816	31.9	616,329
TOURISM & PROMOTIONS	87,499	367,734	127,188	1,206,297	1,206,297	402,099	30.5	838,563
PARKS & RECREATION	37,003	126,323	218,686	439,866	530,892	176,964	23.8	404,569
NON DEPARTMENTAL	206,473	734,613	690,420	2,226,990	2,045,370	681,790	35.9	1,310,757
APPRAISAL DISTRICT	0	46,654	46,744	97,910	97,910	32,637	47.7	51,256
INTERFUND TRANSFERS	0	0	0	537,000	537,000	179,000	0.0	537,000
CAPITAL OUTLAY	0	0	50,706	0	0	0	0.0	0.00
TOTAL GENERAL FUND EXPENSES	1,509,481	6,163,470	6,943,602	21,404,896	21,065,098	7,021,699	29.3	14,901,628
TOTAL GENERAL FUND	173,808	1,578,477	867,311	(339,798)	0	0		

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

	CURRENT MONTH	CURRENT YTD	PRIOR YTD	REVISED ADOPTED BUDGET	ADOPTED BUDGET	4/12 OF ADOPTED BUDGET	PERCENT OF ADOPTED	REMAINING BUDGET
WATER & SEWER ENTERPRISE FUND								
REVENUES:								
PERMITS & FEES	\$1,131	\$3,083	\$3,873	\$11,400	\$11,400	\$3,800	27.0	\$8,318
WATER & SEWER CHARGES	\$688,695	\$2,970,713	\$3,122,328	\$10,301,854	\$10,301,854	\$3,433,951	28.8	\$7,331,141
MISCELLANEOUS REVENUES	(\$2,383)	\$8,490	\$30,959	\$72,000	\$72,000	\$24,000	11.8	\$63,510
TOTAL W&S REVENUE	687,443	2,982,285	3,157,160	10,385,254	10,385,254	3,461,751	28.7	7,402,969
EXPENSES:								
ADMINISTRATION	27,882.58	112,054.02	75,827.20	371,424.00	398,310.00	132,770.00	28.1	286,255.98
WATER PRODUCTION	78,358.39	400,068.21	531,001.14	1,729,835.00	1,735,906.00	578,635.33	23.0	1,335,837.79
DISTRIBUTION/COLLECTION	108,530.04	460,297.02	387,641.88	2,485,866.00	2,483,027.00	827,675.67	18.5	2,022,729.98
WASTEWATER TREATMENT	151,960.92	414,594.02	473,130.14	1,711,986.00	1,718,056.00	572,685.33	24.1	1,303,461.98
WATER BILLING	35,659.14	145,900.83	145,288.04	512,884.00	512,884.00	170,961.33	28.4	366,983.17
ENGINEERING	2,703.30	11,095.14	19,053.79	31,576.00	31,576.00	10,525.33	35.1	20,480.86
NON DEPARTMENTAL	78,838.76	437,620.91	392,443.55	1,029,769.00	990,267.00	330,089.00	44.2	552,646.09
INTERFUND TRANSFERS	396,250.00	792,500.00	576,930.50	2,515,228.00	2,515,228.00	838,409.33	31.5	1,722,728.00
TOTAL W&S EXPENSES	880,183	2,774,130	2,601,316	10,388,568	10,385,254	3,461,751	26.7	7,611,124
TOTAL WATER & SEWER FUND	(192,740)	208,155	555,844	(3,314)	0	0		

ITEM 5C

CONSENT AGENDA

**CONSIDER AN APPOINTMENT TO THE
PLANNING & ZONING COMMISSION TO
FILL AN EXPIRED TERM**



Agenda Information Sheet

May 28, 2020

Agenda Item

Consider an appointment to the Planning & Zoning Commission to fill an expired term. (Director of Community & Economic Development)

Background & Summary of Request:

There are three members of the Planning & Zoning Commission whose term expires on May 31st, they are Ronnie Oney, Charlie Oliver, and Ed Hoffman.

Staff has advertised the vacancies and reached out to members of the community and we currently have only one person who has stated she is interested. Attached is the Board Member Information sheet for Ms. Gayle Keys.

Staff recommends appointment Ms. Keys.

City of Marshall
Application for Appointment to City Boards and Committees

Name of Board or Committee to which you are applying: Planning and Zoning Committee

Name: Keys Gayle
(Title) (Last) (First) (Middle)

Permanent Residence Address: 503 South Carter Street. Marshall, TX. 75670
(Street) (City) (State) (Zip Code)

Preferred Mailing Address: Same As Above
(If different from above) (Street) (City) (State)
(Zip Code)

Preferred Phone and Fax: 973 392-9243
(Phone) (Fax)

Email Address: gayle_ford@yahoo.com

Occupation: Retired Federal Auditor

Employer: _____ Title: _____

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

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

Length of residence: 7 yrs _____ In which Districts do you reside? II

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

Yes No

If Yes, please explain: _____

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

Yes No

If Yes, please explain: _____

Continued on Page 2

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

Name: Gayle Keys

BACKGROUND

Education: Masters in Business and Accounting

Professional: _____

Volunteer Experience/Community Service: Member of New Town Home Association

Areas of interest: Community Development through the theatre and the arts. _____

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

Organization: N/A

Title: _____ Dates: _____

Organization: _____

Title: _____ Dates: _____

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

Signature

Date

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

ITEM 6A

PUBLIC HEARING AND ORDINANCE

**PUBLIC HEARING AND CONSIDER AN
AMENDMENT TO THE OFFICIAL
ZONING MAP REGARDING A 4-ACRE
TRACT OF LAND IN THE THOMAS IDEN
SURVEY A-354, FROM C-2 (RETAIL
BUSINESS) TO PS (PUBLIC SERVICE).
THE SUBJECT PROPERTY MORE
COMMONLY KNOWN AS 2502 EAST
TRAVIS STREET**



Agenda Information Sheet

May 28, 2020

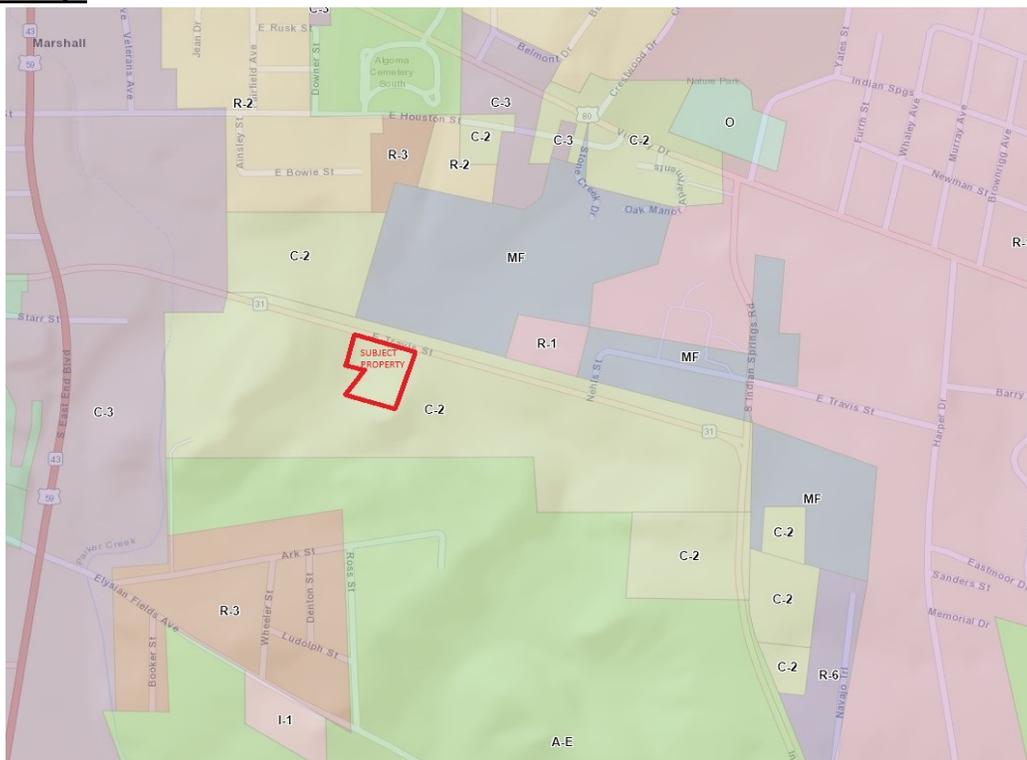
Agenda Item Z-20-04:

Conduct a public hearing and consider an amendment to the official zoning map regarding a 4-acre tract of land in the Thomas Iden Survey A-354, from C-2 (Retail Business) to PS (Public Service). The subject property is generally located on the south side of East Travis Street, more commonly known as 2502 East Travis Street.

The Planning & Zoning Commission recommended approval by a vote of 5-0-0.

Applicant:	City of Marshall 401 South Alamo Blvd. Marshall Texas 75670
Property Owner	Marshall Independent School District 1305 E. Pinecrest Drive, Marshall Texas 75670
Surrounding Property Notices	6 Notices Sent within 200 ft. of the Site 0 Responses back

Location Map:



Background & Summary of Request:

The City is requesting the zoning be changed to the property commonly known as 2502 East Travis Street from C-2 to PS (Public Service) for the future site of the animal shelter. An animal shelter is not permitted within the C-2 zoning district.

Picture of the Site:



Existing Conditions:

The property is currently vacant and zoned C-2 (Retail Business).

The table below outlines the surrounding zoning and land uses:

	Zoning Classification	Land Use
North of the Property	R-1 (Single-family Residential) and MF (Multi –Family)	Vacant
East of the Property	C-2 (Retail Business)	Marshall Jr. High school
South of the Property	A&E Agriculture and Estate	Vacant
West of the Property	C-2 Retail Business	Vacant, County Jail, Industrial Use

Water service is provided to the site by an existing 24” water main along the south side of East Travis St. and an 8” sewer main along the south side of East Travis. Sewer will require a lift station to pump into sewer system.

Zoning Classification Analysis:

The applicant is requesting a zoning change to Public Service Zoning District. The Zoning Ordinance defines the Public Services (PS) Zoning District is intended to provide area for buildings and facilities that are owned and operated by Federal, State, local governments, public utilities, special districts, or nonprofit organizations which are used to provide governmental or public services. The Public Services District provides for school sites, public parks, municipal services, and similar types of uses owned and managed by a local government, non-profits or special district.

Comprehensive Plan and Future Land Use Map Analysis:

The Future Land Use identifies this property as Public Services. The Comprehensive Plan outlines the various types of Public Service areas within the city. The Plan states the importance of creating Public Service areas and uses.

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

1. Will the proposed change be in compliance with the goals of the Comprehensive Plan?
The request of Public Service zoning district does comply with the Future Land Use Map designating the area for Public Service uses.

2. Will there be an adverse impact on surrounding property if the request is approved? In evaluating this question, consideration should be given to all permitted uses in the proposed new zoning and the impact it could have on surrounding property.
The surrounding property is sparsely developed with public service uses such as schools and jail; the proposed change would not have a negative impact on surrounding properties.

3. Is the property suitable for use as it is currently zoned or does the zoning need to be changed to allow the property to be put to use in a way that is in keeping with the surrounding activities.
Given the nature of the existing surrounding uses, the property would likely not develop as a retail use under the existing zoning. The request is compatible with the surrounding uses and Future Land Use Map.

4. What is the relationship of the proposed change to the health, safety and welfare of the general community? In other words, will the change make the community better or is it merely for the convenience of the owner? Will surrounding property owners suffer or lose any enjoyment in the area of their property as a result of this change? Does the proposed change seem to be a logical extension of similar types of development?
Based on existing conditions the proposed change is not to have an immediate negative effect on the community. The proposed zoning change falls in line with the Future Land Use map and comprehensive plan.

Suggested Motions:

1. Motion to approve case number Z-20-04 as requested.
2. Motion to deny case number Z-20-04.

Attachments:

1. Aerial of Site
2. Pictures of the Site
3. 200 Foot Notification Map
4. Ordinance

Z-20-04 Aerial Photograph



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

Z-20-04
Site Pictures



Property to the south



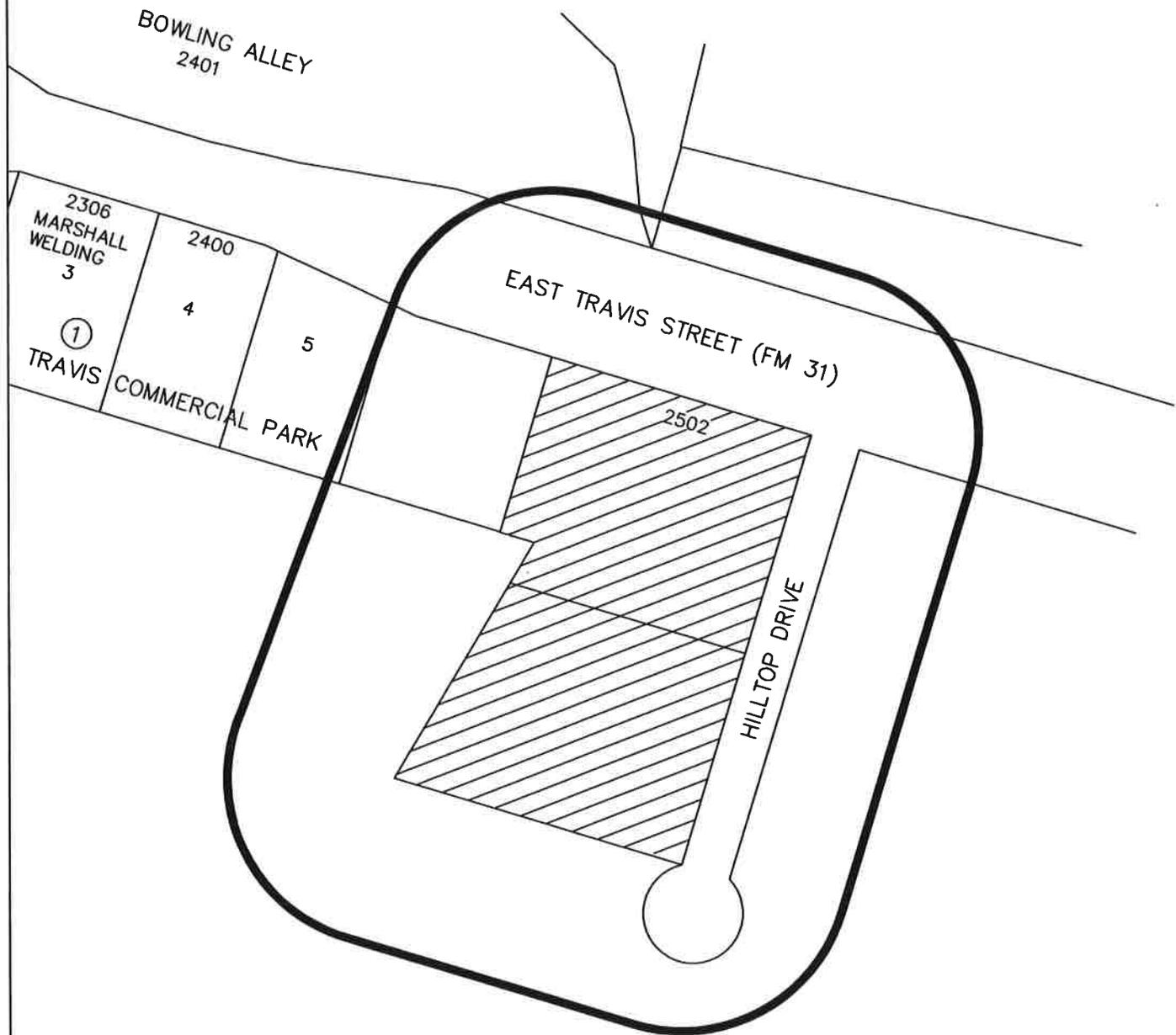
Property to the east Junior High School



Property to west Harrison County Jail Annex



Property to north



Case No. Z-20-04
 Scale: 1"=200'
 Date: 05-11-2020

PLANNING DEPARTMENT
 CITY OF MARSHALL, TEXAS

Remarks: A request to rezone
 4.994 acres of land in the Thomas Iden
 Survey A-354 from C-2(Retail Business)
 to PS(Public Service)



Location: 2502 East Travis Street
 Applicant: City Of Marshall, Texas

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 0-87-13 TO REZONE A 4 ACRE TRACT OF LAND IN THE THOMAS IDEN SURVEY A-354, FROM C-2 (RETAIL BUSINESS) TO PS (PUBLIC SERVICE). THE SUBJECT PROPERTY IS GENERALLY LOCATED ON THE SOUTH SIDE OF EAST TRAVIS STREET, MORE COMMONLY KNOWN AS 2502 EAST TRAVIS STREET IN THE CITY OF MARSHALL, TEXAS.

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

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

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

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

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

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Commission held a public hearing in Marshall, Texas at City Hall on the 28th day of May, 2020, at 6:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

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

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

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

Section 2. Rezone a 4-acre tract of land in the Thomas Iden Survey A-354, from C-2 (Retail Business) to PS (Public Service). The subject property is generally located on the south side of East Travis Street, more commonly known as 2502 East Travis Street in the City of Marshall, Texas.

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

PASSED on first reading the 28th day of May, 2020.

AYES: __

NOES: __

ABSTAINED: __

PASSED on second reading the 11th day of June, 2020.

AYES: ____

NOES: ____

ABSTAINED: ____

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

ATTEST:

CITY SECRETARY

ITEM 7A

ORDINANCE

**CONSIDER AN ORDINANCE AMENDING
CHAPTER 24 ENTITLED “SIGNS AND
BILLBOARD REGULATIONS”
SPECIFICALLY SECTION 24-9 ENTITLED
“FREE STANDING SIGNS”**



Agenda Information Sheet

May 28, 2020

Agenda Item

Consider an ordinance amending Chapter 24 entitled “Signs and Billboard Regulations” specifically Section 24-9 entitled “Free Standing Signs”.

Background & Summary of Request:

The amendment is for free standing pole signs specifically located within 3,000 feet of Interstate Highway 20 right-of-way. The amendment would exempt these signs from any height or area requirements.

The current sign ordinance restricts sign heights to 40 feet and area to 250 square feet.

The proposed amendment is in response to a potential developer looking at property along IH-20 and desiring a taller/larger sign to advertise the business. Staff surveyed other cities between Dallas and Marshall along IH-20 and found the proposed language to be common.

Attached is a redlined version of the proposed change identifying the old language and proposed new language.

Ordinance _____

AN ORDINANCE amending CHAPTER 24 entitled “Signs and Billboard Regulations” SECTION 24-9 ENTITLED “Free Standing Signs” OF THE CITY OF MARSHALL, TEXAS CODE OF ORDINANCES; 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 deems it necessary and proper and in the best interests of the citizens of the City to repeal and replace Chapter 24 of the Marshall Code of Ordinances entitled “Signs and Billboards”; and

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. Amend Chapter 24 Section 24-9 of the Code of Ordinances with the following language:

“Sec. 24-9. - Free standing signs.

(a) Pole signs.

(1) Pole signs are only allowed in non-residential zoning districts and may only advertise businesses, goods, and services onsite.

(2) Only businesses located on HWY 59, HWY 80, HWY 43, Loop 390, and I-20 are allowed to have pole signs.

(3) Each free standing building shall be allowed one (1) pole sign. Any multiple-tenant building, strip shopping center, mall, or shopping center shall be required to utilize a Multiple-Tenant sign.

(4) Any projecting or overhanging portion of a pole sign must be a minimum of five (5) feet above any walkway and sixteen (16) feet above driveways and traffic areas.

(5) A pole single-tenant sign shall not exceed one hundred fifty (150) square feet in area per sign face and thirty (30) feet in height.

(6) Pole signs located within one thousand (3,000) feet of Interstate 20 right-of-way shall be exempt from any height or area requirement set forth in this section.

(7) Free standing multiple-tenant pole signs shall not exceed three hundred (300) square feet in area per sign face and thirty (30) feet in height.”

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

Sec. 24-9. - Free standing signs.

(a) Pole signs.

(1) Pole signs are only allowed in non-residential zoning districts and may only advertise businesses, goods, and services onsite.

(2) Only businesses located on HWY 59, HWY 80, HWY 43, Loop 390, and I-20 are allowed to have pole signs.

(3) Each free standing building shall be allowed one (1) pole sign. Any multiple-tenant building, strip shopping center, mall, or shopping center shall be required to utilize a Multiple-Tenant sign.

(4) Any projecting or overhanging portion of a pole sign must be a minimum of five (5) feet above any walkway and sixteen (16) feet above driveways and traffic areas.

(5) A pole single-tenant sign shall not exceed one hundred fifty (150) square feet in area per sign face and thirty (30) feet in height.

(6) ~~Single tenant pole Pole~~ signs located within one thousand (3,000) feet of Interstate 20 right-of-way shall ~~not exceed two hundred fifty (250) square feet in area per sign face and forty (40) feet in height be exempt from any height or area requirement set forth in this section.~~

(7) Free standing multiple-tenant pole signs shall not exceed three hundred (300) square feet in area per sign face and thirty (30) feet in height.

~~(8) Free standing multiple tenant pole signs located within one thousand (1,000) feet of Interstate 20 right of way shall not exceed five hundred (500) square feet and forty feet in height.~~

ITEM 8A

RESOLUTION

**APPROVAL OF A RESOLUTION
AUTHORIZING THE CITY TO APPLY
FOR FUNDING UNDER THE
CORONAVIRUS EMERGENCY
SUPPLEMENTAL FUNDING PROGRAM
THROUGH THE OFFICE OF THE
GOVERNOR**



CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET

MEETING DATE: 05/28/2020

PROJECT: Consider and act a resolution authorizing the City to apply for funding under the Coronavirus Emergency Supplemental Funding program through the Office of the Governor.

DESCRIPTION: The City intends to apply for \$10,00 to cover anticipated future overtime expenses and \$51,608 for the purchase and installation of equipment for response to the COVID-19 emergency.

The program would consist of three phases:

1. Application
2. Purchase and installation of equipment
3. Utilization of overtime funds provided by the Office of the Governor

The program will begin once funding has been approved by the Office of the Governor.

COST:

Funding will be provided by the Office of the Governor under the grant program.

RECOMMENDED

ACTION:

Approve the attached resolution approving application for the Coronavirus Emergency Funding Program grant.

CITY CONTACT: Cliff Carruth (Chief of Police)

ATTACHMENTS:

cc: File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT FOR THE 2020 GRANT YEAR.

WHEREAS, the City of Marshall intends to apply for the Coronavirus Emergency Supplemental Funding grant; and

WHEREAS, the City of Marshall intends to use the grant for future anticipated overtime expenses and for the purchase and installation of equipment in compliance with the terms and conditions of the grant; and

WHEREAS, overtime funded and the equipment purchased with the grant fund will assist the City of Marshall in response to the COVID-19 emergency; and

WHEREAS, City Commission designates Mark Rohr (City Manager) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of Marshall; and

WHEREAS, City Commission agrees that in the event of loss or misuse of the Office of the Governor funds, City of Marshall assures that the funds will be returned to the Office of the Governor in full;

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

1.

The Commission of the City of Marshall hereby authorizes the submission of a grant application for the Coronavirus Emergency Supplemental Funding grant for the 2020 grant year.

2.

The Commission of the City of Marshall confirms that City intends to use the grant for future anticipated overtime expenses and for the purchase of equipment in compliance with the terms and conditions of the grant to assist the City in responding to the COVID-19 emergency.

3.

The findings set forth in the preamble to this resolution are hereby in all things approved.

4.

The meeting at which this resolution was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

5.

All other prior resolutions or portions of resolutions of the City of Marshall in conflict with the terms and provisions of this resolution are hereby repealed to the extent of such conflict only.

6.

This resolution shall be effective on and after its passage.

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

Terri Brown , Chairman

ATTEST:

Elaine Altman, City Secretary

ITEM 9A

**CONSIDER APPROVAL OF A CONTRACT
FOR ACTING CITY ATTORNEY LEGAL
SERVICES**

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: May 18, 2020

Subject: Consider Contract for an Acting City Attorney Legal Services

This item has been placed on the agenda for the Commission's consideration for approval of a contract for Acting City Attorney legal services.

The contract for the Acting City Attorney's legal services is provided for your review.

ATTORNEY EMPLOYMENT CONTRACT

The City of Marshall, Texas, referred to as the “Client,” and Scott E. Rectenwald, 110 W. Fannin Street, Marshall, Texas 75670 referred to as the “Attorney,” agree as follows:

1. Purpose of Representation

The Client retains and employs the Attorney to act as the City Attorney (as defined in the Charter for the City of Marshall, Texas), to represent the Client as to all legal matters pertaining to the Client, as directed by the City Commission or the City Manager for the City of Marshall.

2. Consideration

Beginning June 1, 2020, and continuing thereafter until this agreement is terminated by either party, Client will pay to Attorney a retainer of Four Thousand Dollars (\$4000.00) per month on the first of each month, in exchange for up to twenty-five hours of attorney time. The retainer of Four Thousand Dollars (\$4000.00) will be considered “earned upon receipt” by Attorney, and will be paid by client whether or not a full twenty-five hours of attorney time is used or expended in Client’s behalf during the calendar month. Attorney will account for and bill attorney time in one-tenth hour increments, and provide client a statement of time expended at the end of each calendar month. For any attorney time exceeding twenty-five hours in a calendar month, Attorney will bill to Client attorney time at an hourly rate of \$150 per hour, which shall be paid by Client in addition to the Four Thousand Dollar (\$4,000.00) retainer. As part of this agreement, Client will provide Attorney access to the LEXIS/NEXIS database under Client’s existing account, and pay expenses of continuing legal education relating to municipal government which Attorney, in his discretion, determines may be advisable or helpful to him in the performance of his duties under this agreement. Attorney agrees to obtain Client approval for any costs of continuing education which exceed Seven Hundred Fifty and No/100 Dollars (\$750.00) prior to incurring such cost.

3. Expenses

Client will bear all expenses relating to Attorney’s representation of Client, including, but not limited to, court costs, expert witness fees, service of process, mileage, postage, deposition costs, filing fees, photocopying expenses, messenger services, facsimile charges, long distance telephone charges, mediation fees, and any other out-of-pocket expenses paid or incurred by Attorney. Attorney may from time to time, advance costs or expenses on behalf of Client, and will bill Client for any expenses advanced. Attorney agrees to obtain Client approval for any costs or expenses which exceed Seven Hundred Fifty and No/100 Dollars (\$750.00) prior to incurring such cost or expense.

4. Association of Additional Counsel

Attorney and Client acknowledge that some legal matters which pertain to Client may require specialized knowledge or expertise. Attorney and Client agree that where Attorney, in his discretion, determines that the association of additional counsel is in the Client's best interests, Attorney will advise Client. Client may then hire additional counsel directly at its expense, or, with Client's consent and approval, Attorney may hire such counsel at Client's expense.

5. Termination of Agreement

Either party to this agreement may terminate this agreement upon thirty (30) days written notice to the other party. Client agrees that the Attorney may withdraw from the representation of the Client in any court proceeding upon the occurrence of a notice of termination by either party, or upon Client's default on any obligation required of Client under this agreement.

6. Texas Law to Apply

This agreement will be construed in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Harrison County, Texas.

7. Parties Bound

This agreement is binding on and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

8. Legal Construction

In case any one or more of the provisions contained in this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability will not affect any other provision, and this agreement will be construed as if such invalid, illegal, or unenforceable provision did not exist.

9. Prior Agreements Superseded

This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

10. Notice to Client

The State Bar of Texas requires that we provide the following information pursuant to section 81.079 of the Texas Government Code:

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a

lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, call toll-free 1-800-932-1900.

11. No Representation or Warranty Regarding Outcome of Case or Claim

Client understands that the Attorney has made no representations concerning the successful outcome of any contested claim or negotiation or the favorable outcome of any legal matter pertaining to Client.

IN WITNESS WHEREOF, the City of Marshall and the Scott Rectenwald have executed this Agreement effective as of the ____ day of _____, 2020.

CLIENT:

City of Marshall, Texas

Chairman

ATTEST:

City Secretary

ATTORNEY:

Scott E. Rectenwald, Attorney at Law

ITEM 9B

**CONSIDER, DISCUSS, DELIBERATE AND
ACT UPON A PROPOSED CONTRACT
FOR THE PURCHASE OF REAL
PROPERTY, BEING 2 ACRES IN THE
THOMAS IDEN SURVEY, A-354,
HARRISON COUNTY, TEXAS,
DESCRIBED AS LOT 1 OF THE HILLTOP
SUBDIVISION, CITY OF MARSHALL,
FROM THE MARSHALL INDEPENDENT
SCHOOL DISTRICT AS SELLER**

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: May 21, 2020

Subject: Consider, discuss, deliberate and act upon a proposed contract for the purchase of real property, being 2 acres in the Thomas Iden Survey, A-354, Harrison County, Texas, described as Lot 1 of the Hilltop Subdivision, City of Marshall, from the Marshall Independent School District as Seller

This item has been placed on the agenda for the Commission to consider entering into a Contract of Sale with the Marshall Independent School District for property located at 2502 E. Travis Street, Marshall, TX. This property is to be designated as the location for the new Animal Adoption Center.

The agreed purchase price for the property is in kind consideration of an approximate value of \$55,000.00. As in-kind consideration for the purchase of the property, the City agrees to construct and maintain, at its expense, a road, in the location and as depicted in the plat attached as Exhibit "A," of the specifications described in Exhibit "B," and further, upon closing agrees to dedicate the property described in Exhibit "C" for use as a public road, upon the terms and conditions described in the dedication instrument attached as Exhibit "C." The City agrees to complete the road construction called for herein on or before September 1, 2020.

MISD also agrees to provide the City with a right of first refusal on the two-acre tract to the south of the subject property.

THE STATE OF TEXAS
 COUNTY OF HARRISON

§
 §
 §

CONTRACT OF SALE

This Contract of Sale is made and entered into by and between the Marshall Independent School District, whose address is 1305 E Pinecrest Dr., Marshall, TX 75670, hereinafter referred to as "Seller," and City of Marshall, whose address is 401 South Alamo Blvd., Marshall, Texas 75670, hereinafter referred to as "Buyer," upon the following terms, conditions and agreements:

1. SALE OF PROPERTY. Subject to the other terms and conditions hereof, Seller agrees to sell and convey to Buyer and Buyer agrees to pay for, buy and receive from Seller the surface estate only of the property, located in Harrison County, Texas, being described as follows:
 - 1.1 Real Property. All that property described on the attached Exhibit "A," which Exhibit is incorporated herein by this reference for all purposes, which is sometimes herein referred to as "the Property."

2. PURCHASE PRICE AND CONSIDERATION. The agreed purchase price for the Property is in kind consideration of an approximate value of Fifty-Five Thousand and No/100 Dollars (\$55,000.00), payable as follows:
 - 2.1 Earnest Money. Earnest money in the amount of \$500.00 will be deposited with Scott Rectenwald, 110 W. Fannin, Marshall, Texas 75670 contemporaneously with execution of this Contract by Buyer. The earnest money herein will be refunded to Buyer upon completion of the in-kind consideration called for in paragraph 2.3 below.
 - 2.2 Cash at Closing. No cash will be required at closing.
 - 2.3 In-Kind Consideration. As in-kind consideration for the purchase of the property, Buyer agrees to construct and maintain, at its expense, a road, in the location and as depicted in the plat attached hereto as Exhibit "A," of the specifications described in Exhibit "B," and further, upon closing agrees to dedicate the property described in Exhibit "C" for use as a public road, upon the terms and conditions described in the dedication instrument attached as Exhibit "C." Buyer agrees to complete the road construction called for herein on or before

September 1, 2020.

- 2.4 Additional Consideration. At closing, the Seller agrees to provide Buyer with a right of first refusal on the two acre tract to the south of the subject Property, being described as Lot 2 of the Hilltop Subdivision, and further described in the attached Exhibit "A," in a form recordable in the Official Public Records of Harrison County, Texas.
3. TITLE INSURANCE. No title insurance is required in connection with this contract
4. SURVEYS. Buyer has obtained a survey of the Property, at Buyer's expense, and no additional survey is required in connection with this contract.
5. CLOSING. This sale shall be subject to closing in Marshall, Texas on or before June 15, 2020. Conveyance of the surface of the Property shall be by Special Warranty Deed which will be in form acceptable to Seller, conveying good and marketable title subject to all easements, restrictions, reservations and public ordinances and regulations affecting the Property, and containing those certain provisions set forth in the attached Exhibit "D." Releases for any liens, encumbrances or other impediments to title not specifically assumed, or taken subject to, by Buyer, shall be provided to either clear any title objections, or as a closing item, for debts to be paid at closing. The parties agree to cooperate in the preparation of closing instruments, and to do all things necessary to complete all other conveyancing documents for closing.
6. ADJUSTMENTS AND PRORATIONS. All special assessments, if any, for the calendar years preceding the year of closing will be paid by the Buyer. Seller is exempt from the payment of ad valorem taxes. All real and personal property ad valorem taxes and special assessments, if any, for the calendar year of closing will be paid by Buyer.
7. CASUALTY LOSS OR CONDEMNATION. Any loss, damage, condemnation or taking by right of eminent domain, or destruction of any of the property covered by this Contract prior to closing shall be the loss of Seller. Any material alterations or changes in the real property prior to closing, of whatever type or nature, shall give buyer the right to terminate this Contract in its entirety, in which case this Contract shall be null and void and of no further force or effect. Upon delivery of the deed at closing, beneficial ownership and the risk of loss of the property will pass from Seller to Buyer.
8. POSSESSION. Buyer will obtain possession of the property upon closing;

provided, however, that Buyer shall have, immediately upon the execution of this contract, a temporary access and work easement across the Property, as well as that property described in a deed from Shaun Kelehan to Marshall Independent School District, and recorded under instrument no. 2015-00007409 Official Public Records of Harrison County, Texas, so as to begin construction of the roadway, which is the consideration for the conveyance of the Property by Seller to Buyer.

9. DISCLAIMER AND WARRANTIES. Buyer acknowledges and declares that it has personally inspected the Property and is buying the same based upon his own examination and judgment and is not relying on any representation or warranty made to Buyer by Seller as to the Property's location, square footage, value and/or type or condition of construction. In this regard, SELLER MAKES NO IMPLIED OR EXPRESSED WARRANTY OF HABITABILITY OR OF ANY KIND WHATSOEVER IN CONNECTION WITH THE SUBJECT PROPERTY.

10. DEFAULT REMEDIES. In the event that either party fails to perform such party's respective obligations hereunder, except as excused by the other's default, the party claiming default will make written demand for performance. If the Seller fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer will have the option to waive such default and demand specific performance or terminate this agreement and, on such termination, the earnest money deposit will be returned to Buyer. If the Buyer fails to comply with such written demand within ten (10) days after receipt thereof, the Seller will have the option to waive such default and demand specific performance or to terminate this agreement, and on such termination, the Seller will be paid the earnest money deposit as liquidated damages and not as penalty. On such return or payment of the earnest money deposit, the parties will be discharged from any further obligations and liabilities hereunder.

11. MISCELLANEOUS. It is further agreed as follows:

11.1 Time. Time is of the essence of this Contract.

11.2 Notice. All notices required hereunder will be in writing and served by certified mail, return receipt requested, postage prepaid, at the address as shown above, until notification of a change of such address.

11.3 Abstract Examination. **BUYER IS HEREBY ADVISED BY THIS**

WRITING THAT BUYER SHOULD HAVE THE ABSTRACT COVERING THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT EXAMINED BY AN ATTORNEY OF BUYER'S OWN SELECTION OR THAT BUYER SHOULD BE FURNISHED WITH OR SHOULD OBTAIN A POLICY OF TITLE INSURANCE THEREON.

11.4 Costs. Seller shall bear all costs in preparing or filing all title curative matters, if any, as well as the cost and preparation of Seller's Deed to Buyer, and any other cost normally paid by Seller in the locale of closing. Buyer shall bear all costs of title examination, and any other costs normally paid by Buyer in the locale of closing. Buyer shall pay the fees required to have the deed recorded in the Harrison County Deed Records.

11.5 Brokerage. It is understood that the Seller and the Buyer have dealt directly as principals. The Buyer agrees to hold Seller harmless from claims from brokerage commissions asserted by any party as a result of any dealings claimed to give rise to such brokerage commissions.

11.6 Entire Agreement. This Contract, together with the contract for sale of business of even date herewith, constitutes the entire agreement between the Buyer and the Seller, and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. This agreement cannot be amended except in writing executed by the Buyer and the Seller.

11.7 Binding Effect. The provisions of this Contract shall inure to the benefit of and be binding upon the parties, their respective heirs, legal representatives, successors and assigns.

11.8 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of Texas and venue for any action in any way arising out of this Contract shall be in a Court of proper jurisdiction in Harrison County, Texas.

11.9 Mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or mediator. The parties to the mediation shall bear the costs of said mediation equally. This paragraph does not preclude either party from seeking equitable

relief from a court of competent jurisdiction.

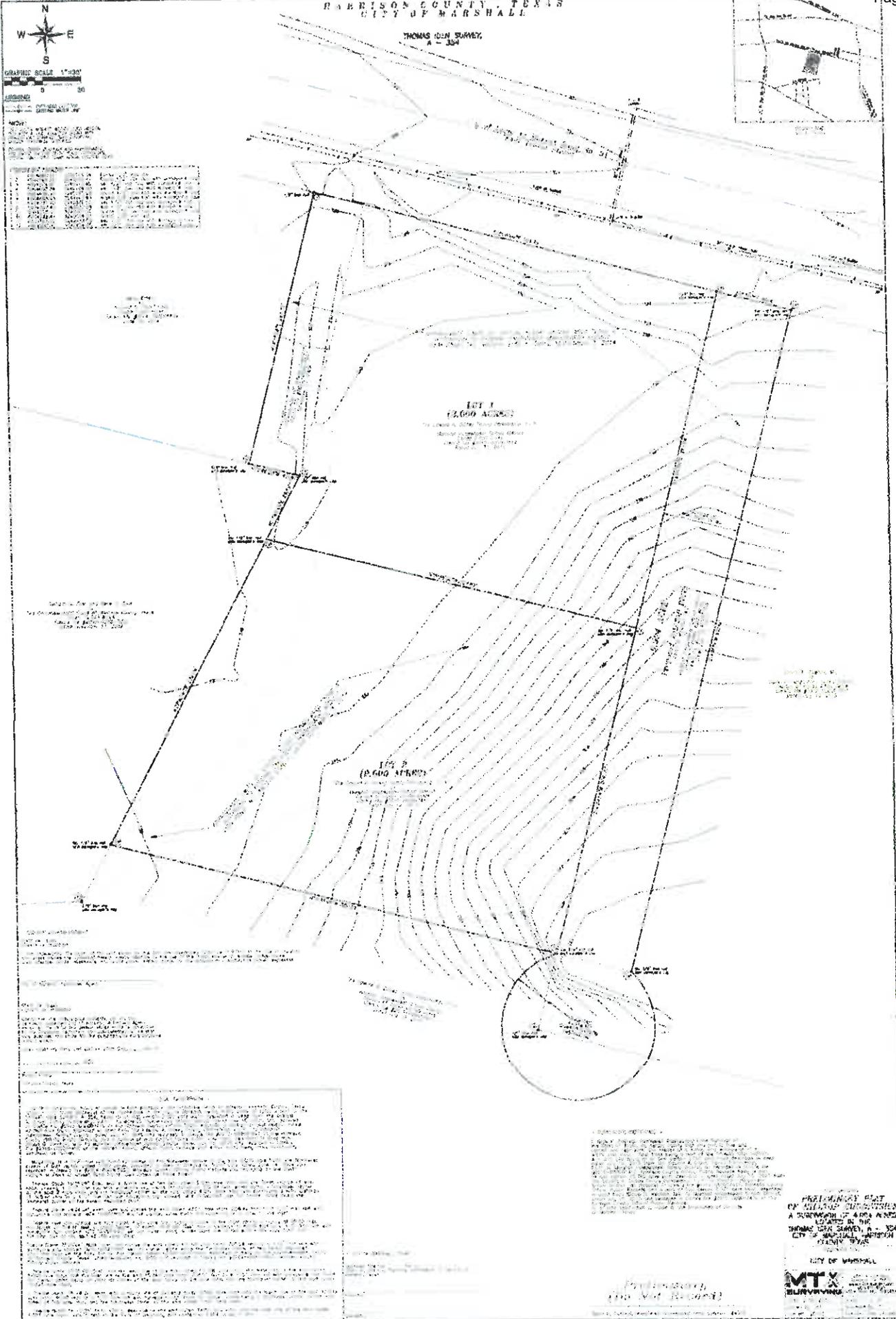
EXECUTED IN MULTIPLE ORIGINAL COPIES this 13th day of May, 2020.

Marshall Independent School District

By: BB-
"Seller"

City of Marshall

By: _____
"Buyer"



“EXHIBIT B – ROAD SPECIFICATIONS”

The construction of the proposed road located on the plat known as “Lot 1” will be constructed in accordance with the following TxDOT specifications:

Item 216	Proof Rolling
Item 247	Flexible Base
Item 275	Cement Treatment (Road-Mixed)
Item 360	Concrete Pavement (All concrete street pavement shall have tined finish; all other concrete pavement shall have broom finish.)
Item 420	Concrete Structures
Item 421	Hydraulic Cement Concrete
Item 427	Surface Finishes for Concrete
Item 432	Riprap
Item 438	Cleaning and Sealing Joints
Item 440	Reinforcement for Concrete
Item 464	Reinforced Concrete Pipe
Item 465	Junction Boxes, Manholes and Inlets
Item 466	Headwalls and Wingwalls
Item 467	Safety End Treatment
Item 529	Concrete Curb, Gutter, and Combined Curb and Gutter
Item 666	Retroreflectorized Pavement Markings

The proposed road will be built to City standards with a ROW width of 60' and a cartway width of 28'. The road will have sufficient drainage structures to control the 100-year design storms in accordance with City standards.

All materials will meet ASHTO and TxDOT requirements.

and use of Marshall Junior High School.

(c) Upon acceptance of said dedication by the City, all maintenance and upkeep associated with the "Proposed Hilltop Drive" shall be conducted by the City.

Areas for Use of Owners or Purchasers of Subdivision Lots

2. Those portions labeled on the plat as Lots 1 and 2 are not dedicated to public use but are reserved in the possession of Owner and are intended for the exclusive use of purchasers or owners of subdivision lots.

Rights Reserved in Owner

3. Owner intends, by this subdivision plat and certificate, to dedicate only easements for the public uses described in Part 1. All interests not inconsistent with the public use indicated for each dedicated area are reserved in the Owner.

Obligations of Owner

4. Owner shall not be bound by this plat and certificate to construct, install, or maintain any improvement anywhere on the parcel, whether on land dedicated to public use or land set aside for the use of owners or purchasers of subdivision lots or in any other area. Owner makes no representation, promise, or guarantee that such construction, installation, or maintenance may or will be done by the Owner or by others. Owner makes no representation, promise, or guarantee that areas indicated as intended for the use of owners and purchasers of subdivision lots will be conveyed to those owners or purchasers or to any other person or persons.

Executed this 18th day of May, 2020.

Marshall Independent School District

By: 
Brad Burris, President
Marshall ISD Board of Trustees

Attest:



THE STATE OF TEXAS §

COUNTY OF HARRISON §

The instrument was acknowledged before me on the 18th day of May, 2020 by Brad Burris, as the President of the Board of Trustees of the Marshall Independent School District.



Jessica L. Scott
NOTARY PUBLIC, State of Texas

My Commission Expires: 8/5/2023

Jessica L. Scott

Typed or Printed Name of Notary

EXHIBIT "D"

The following provisions will be inserted in the Special Warranty Deed to be executed by Grantors (Sellers) to Grantee (Buyer):

- A) This conveyance is made and accepted subject to all restrictive covenants, easements and reservations of record in the Office of the County Clerk of Harrison County, Texas, applicable to and/or affecting the property conveyed hereby.
- B) Grantors herein except and reserve from this conveyance all oil, gas and other minerals situated in, on and under the tract of land conveyed hereby. Grantors herein waive the right of ingress and egress to and from the surface of the property relating to the mineral estate owned by Grantors. Nothing herein, however, restricts or prohibits the pooling or unitization of any portion of the mineral estate owned by Grantors or the exploration or production of the oil, gas and other minerals retained by Grantor by means of wells that are drilled on land other than the property, including horizontal drilling and other sub-surface operations, provided that said operations do not interfere with Grantee's use of the surface.
- C) **THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED WITHOUT ANY REPRESENTATION, ASSURANCE OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE ABOVE PROPERTY AND THE IMPROVEMENTS SITUATED THEREON, OR AS TO THE FITNESS, MERCHANTABILITY OR SUITABILITY OF SAID PROPERTY OR IMPROVEMENTS, OR AS TO THE EXISTENCE, NON-EXISTENCE OR EXTENT OR NATURE OF DEFECTS OF ANY KIND, EITHER APPARENT OR LATENT.**

IN CONSIDERATION OF THE GRANTOR CONVEYING SAID PROPERTY AND IMPROVEMENTS FOR THE CONSIDERATION HEREINABOVE RECITED, THE GRANTEE ACCEPTS SAID PROPERTY, IN ITS PRESENT CONDITION, "AS IS," WITHOUT ANY WARRANTY OR GUARANTEE AS TO THE CONDITION, FITNESS, MERCHANTABILITY, SUITABILITY OR FREEDOM FROM DEFECTS.

SARRISON COUNTY, TEXAS
CITY OF MARSHALL

THOMAS TRACT SURVEY
A - 104

North arrow pointing up.

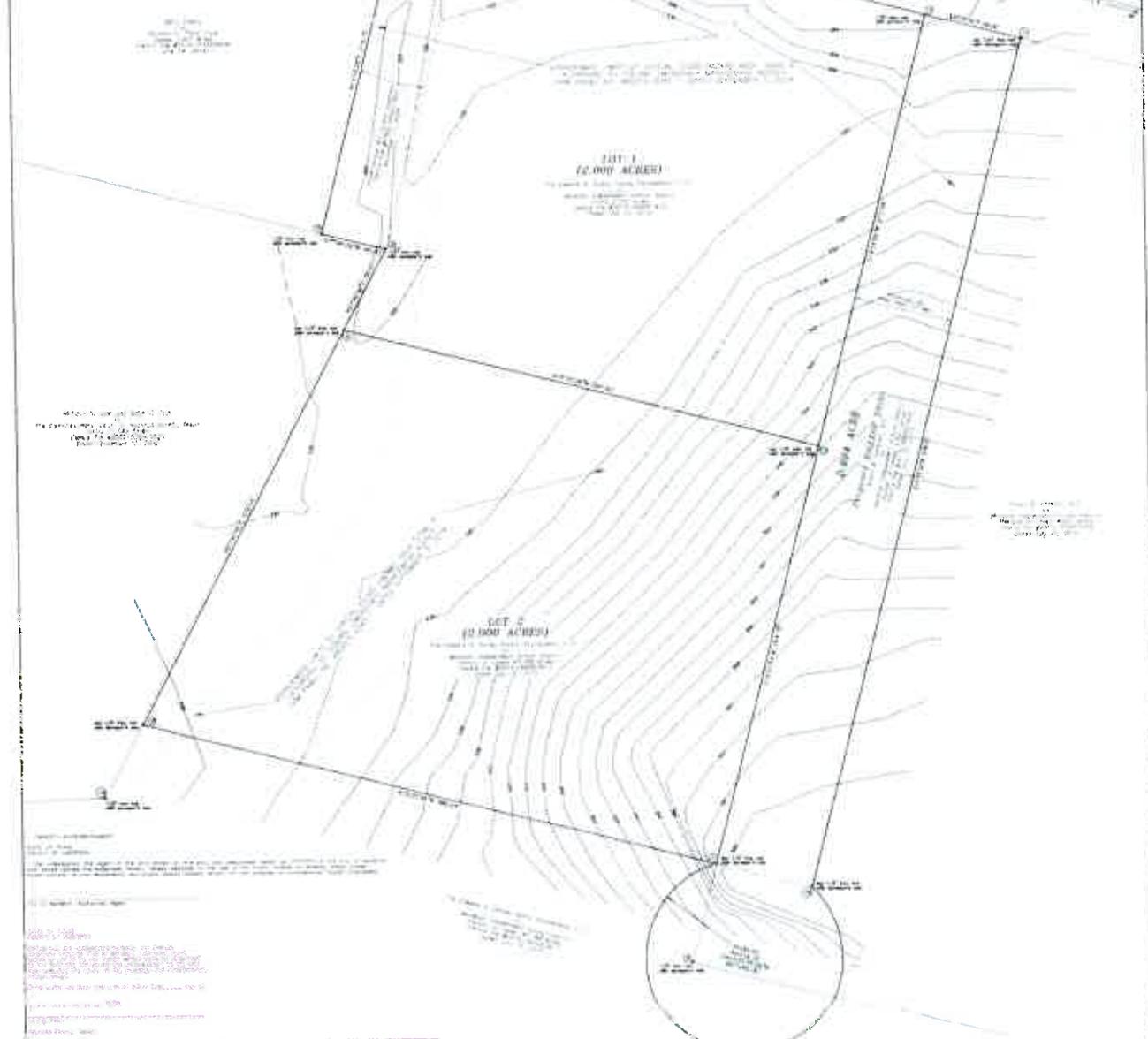
Scale bar: 0 to 100 feet.

Legend:

- Section Lines
- Section Corners
- Section Boundaries
- Section Numbers
- Section Area
- Section Perimeter
- Section Length
- Section Width
- Section Diagonal
- Section Area (Acres)
- Section Perimeter (Feet)
- Section Length (Feet)
- Section Width (Feet)
- Section Diagonal (Feet)
- Section Area (Acres)
- Section Perimeter (Feet)
- Section Length (Feet)
- Section Width (Feet)
- Section Diagonal (Feet)



Section	Area (Acres)	Perimeter (Feet)	Length (Feet)	Width (Feet)	Diagonal (Feet)
1	160.00	2400.00	1200.00	1200.00	1697.06
2	160.00	2400.00	1200.00	1200.00	1697.06
3	160.00	2400.00	1200.00	1200.00	1697.06
4	160.00	2400.00	1200.00	1200.00	1697.06
5	160.00	2400.00	1200.00	1200.00	1697.06
6	160.00	2400.00	1200.00	1200.00	1697.06
7	160.00	2400.00	1200.00	1200.00	1697.06
8	160.00	2400.00	1200.00	1200.00	1697.06
9	160.00	2400.00	1200.00	1200.00	1697.06
10	160.00	2400.00	1200.00	1200.00	1697.06
11	160.00	2400.00	1200.00	1200.00	1697.06
12	160.00	2400.00	1200.00	1200.00	1697.06
13	160.00	2400.00	1200.00	1200.00	1697.06
14	160.00	2400.00	1200.00	1200.00	1697.06
15	160.00	2400.00	1200.00	1200.00	1697.06
16	160.00	2400.00	1200.00	1200.00	1697.06
17	160.00	2400.00	1200.00	1200.00	1697.06
18	160.00	2400.00	1200.00	1200.00	1697.06
19	160.00	2400.00	1200.00	1200.00	1697.06
20	160.00	2400.00	1200.00	1200.00	1697.06
21	160.00	2400.00	1200.00	1200.00	1697.06
22	160.00	2400.00	1200.00	1200.00	1697.06
23	160.00	2400.00	1200.00	1200.00	1697.06
24	160.00	2400.00	1200.00	1200.00	1697.06



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SECTION 24
2,000 ACRES

PRELIMINARY PLAT
OF SARRISON COUNTY, TEXAS
A SURVEY OF 4,000 ACRES
LOCATED IN THE
THOMAS TRACT SURVEY A - 104
CITY OF MARSHALL, SARRISON
COUNTY, TEXAS

CITY OF MARSHALL

MTX
SURVEYING

1000 N. FIFTH STREET, MARSHALL, TEXAS 75501
PHONE: 940-936-1111
FAX: 940-936-1112
WWW.MTXSURVEYING.COM

Preliminary
(Do Not Record)

Map is Filed, Registered & Indexed in Public Records of SARRISON COUNTY, TEXAS

ITEM 9C

APPROVAL TO AWARD A CONTRACT FOR STREET RECONSTRUCTION AND ASPHALT OVERLAYS AS SPECIFIED IN THE 2020 STREET IMPROVEMENT PROGRAM



TO: Members of the City Commission

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

DATE: May 21, 2020

SUBJECT: 2020 Street Improvement Program – Bid Summary and Award Recommendation

On Tuesday, May 5, 2020, the City took bids for the “2020 Street Improvement Program”. There were three (3) bids submitted, opened publicly, and read aloud. The following is the list of bidders:

- 1) Rayford Truck & Tractor
- 2) Lone Star Equipment
- 3) R&G Construction

A summary of bids is attached for your review. Unfortunately, R&G Construction’s bid was incomplete, as he did not properly complete the proposal form. The City Attorney reviewed the other two bid submittals and deemed them both to be complete.

Based on the prices bid, and the continuing concerns surrounding COVID-19 and impacts to revenue, I make the following recommendation of award:

- Award the base bid portion, which is the 2” overlay, for the total amount of \$966,570 to Rayford’s Truck & Tractor

Based on information provided from the Finance Department, I am recommending the expenditures be charged to the following accounts:

- General Fund (01-0408-05-02): \$483,285
- Street Improvements – Sales Tax Fund (80-0408-00-00) \$483,285

Alternates ‘A’ and ‘B’ can be put out for bid later in 2020 (August/September) once we have a better understanding of what the impact of COVID-19 has had on revenue sources. This timeline would still allow the work to be completed before the end of 2020.

BID TABULATION

City Project: 2020 Street Improvement Program
 City Project Number: 2020-PW-001
 Bid Opening Time/Date: May 5, 2020 @ 2:00pm
 Prepared By: Eric G. Powell PE, Director City Engineer

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineers Estimate		R & G Construction		Rayford's Truck & Tractor		Lone Star Equipment Co.		
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	FURNISH, INSTALL, MAINTAIN & REMOVE BARRICADES, SIGNS & TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	Improper Bid			\$ 45,000.00		\$ 85,000.00	
2	FURNISH AND INSTALL HMAC TYPE "D" SURFACE COURSE, INCLUDING ASPHALT PRIME	8,117	TONS	\$ 105.00	\$ 852,285.00				\$ 110.00	\$ 892,870.00	\$ 109.00	\$ 884,753.00
5	ADJUST VALVE BOX TO OVERLAY GRADE	24	EA	\$ 200.00	\$ 4,800.00				\$ 300.00	\$ 7,200.00	\$ 500.00	\$ 12,000.00
6	ADJUST MANHOLE TO OVERLAY GRADE	43	EA	\$ 300.00	\$ 12,900.00				\$ 500.00	\$ 21,500.00	\$ 300.00	\$ 12,900.00
TOTAL					\$ 874,985.00		\$ -		\$ 966,570.00		\$ 994,653.00	

ALTERNATE "A"

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A1	PULVERIZE, CEMENT STABILIZE, RESHAPE AND RECOMPACT BASE	15,407	SY	\$ 8.00	\$ 123,256.00	Improper Bid		\$ 7.00	\$ 107,849.00	\$ 7.00	\$ 107,849.00
A2	FURNISH AND INSTALL HMAC TYPE "D" SURFACE COURSE, INCLUDING ASPHALT PRIME	3,977	TONS	\$ 105.00	\$ 417,585.00			\$ 108.00	\$ 429,516.00	\$ 110.00	\$ 437,470.00
A3	MILLING OF PAVEMENT TO A DEPTH OF 2"	21,876	SY	\$ 5.00	\$ 109,380.00			\$ 2.00	\$ 43,752.00	\$ 4.89	\$ 106,972.64
TOTAL - Alternate "A"					\$ 650,221.00		\$ -		\$ 581,117.00		\$ 652,292.64

ALTERNATE "B"

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
B1	REFLECTIVE PAVEMENT MARKING TYPE II: 4" YELLOW, DOUBLE LINE, (100mil)	2,400	LF	\$ 1.00	\$ 2,400.00	Improper Bid		\$ 1.60	\$ 3,840.00	\$ 0.80	\$ 1,920.00
B2	REFLECTIVE PAVEMENT MARKING TYPE II: 4" WHITE, SINGLE LINE, (100mil)	100	LF	\$ 1.00	\$ 100.00			\$ 2.60	\$ 260.00	\$ 1.05	\$ 105.00
B3	24" STOP BARS AND PREP, TYPE II	54	LF	\$ 5.00	\$ 270.00			\$ 28.00	\$ 1,512.00	\$ 5.55	\$ 299.70
B4	CROSSWALKS, TYPE II	2	EA	\$ 170.00	\$ 340.00			\$ 150.00	\$ 300.00	\$ 262.50	\$ 525.00
B5	LEFT TURN ARROWS, TYPE II	1	EA	\$ 150.00	\$ 150.00			\$ 250.00	\$ 250.00	\$ 106.00	\$ 106.00
B6	RIGHT TURN ARROWS, TYPE II	1	EA	\$ 150.00	\$ 150.00			\$ 250.00	\$ 250.00	\$ 215.00	\$ 215.00
TOTAL - Alternate "B"					\$ 3,410.00		\$ -		\$ 6,412.00		\$ 3,170.70

Certified 'As-read' results:



May 12, 2020

ITEM 9D

REPORT REGARDING WATER METER PILOT PROGRAM



TO: Members of the City Commission

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

DATE: May 21, 2020

SUBJECT: Review of initial Kamstrup water meter pilot program

As you will recall, Chris Miles, Assistant Director of Public Works, presented a pilot project to the City Commission back in June of 2019 for the installation of 100 Kamstrup ultrasonic water meters. The focus of the pilot project was that the Kamstrup meters would prove to be more accurate than the meters that were replaced. The cost of the pilot project was \$15,000 for the 100 meters. The meters were installed and in service by the end of August of 2019.

Flow data was analyzed at the 3-month and 6-month intervals to evaluate the accuracy and whether the Kamstrup meters were meeting or exceeding expectations. The results are listed below:

- **3-Month Period**
Sept/Oct/Nov of 2018 versus Sept/Oct/Nov of 2019 showed an increase of 578,000 gallons measured.
- **6-Month Period**
September through February of 2018/2019 versus September through February of 2019/2020 showed an increase of 672,000 gallons measured.

Note: Both interval periods (2018/2019 and 2019/2020) had similar weather patterns with no significant dry or wet periods.

Based on the flow data provided for both interval periods, it is clear the Kamstrup meters are more accurate than the meters that were replaced, which resulted in a revenue increase of \$3,200 for the entire pilot project period. This increased revenue will result in a return on investment (ROI) and payback period on the initial 100 meters of 3 to 4 years.

ITEM 10

ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 11

ADJOURNMENT