



**HARRISON COUNTY JUDGE  
RICHARD ANDERSON**

TO: Members of the City Commission

FROM: Richard Anderson

DATE: September 1, 2010

RE: City/County Interlocal Agreement

I write in response to information contained in two articles and an editorial in the August 26, 27, and 29 editions of the *Marshall News Messenger* concerning the Interlocal Agreement between Harrison County and the City of Marshall.

Also provided, herewith, regarding this subject is separate correspondence from the County's Purchasing Agent, Ms. Amy Holdeman, who prepares and circulates the annual contracts and prepares requisitions for payment under the County's Interlocal Agreement with the City. Included as well is correspondence from the County Engineer, John Paul Jones, who coordinates, at the administrative level, with City representatives the City's designation of roads to be repaired. My letter will focus on the executive level of the Commissioners' Court in this matter.

First, the Commissioners' Court has not been "shut off by the county judge," as was stated in the August 27 newspaper article. The issue of the year-to-year roll-over of road work not completed in one year to the next year was before the Court in a scheduled public meeting on February 9, 2009. In this meeting, the Court, after discussion, unanimously resolved not to agree to a "roll-over" for the reasons set forth in the enclosed letter from the County Engineer. The supporting documentation for this meeting is set forth in Attachment A, which includes the agenda, the resolution, the transmittal correspondence from Ms. Holdeman sending the resolution "declining to agree to the January 28, 2009 Addendum submitted by the City which had requested the "rollover.

In sum, the City proposal to "rollover" any un-performed work was properly scheduled for consideration in open court, was discussed, and was rejected by unanimous vote by the Court. So that there could be no question of the action taken, Ms. Holdeman forwarded the resolution rejecting the requested Addendum, which contained the "rollover" provision. No member of the Court was ever "shut off" from hearing the City's request. This is neither my style nor practice, as, under the law, the Court acts as a body, not in any individual capacity.

Neither did Judge Anderson “decline to consider,” as stated in the article, a change in the Agreement regarding the “roll-over.” The issue was presented and discussed by the Court and unanimously rejected by the Court at the same meeting.

Thus, the Commissioners’ Court was not only consulted about the issue, the Commissioners’ Court has ruled unanimously on the question. The policy of the Commissioners’ Court is that any member of the Court can place an item on the agenda for a meeting and I, as County Judge, routinely honor those requests. No such requests have been made by the members of the Court to have the Court’s action in this regard reconsidered.

Second, as set forth in the County Engineer’s letter, no mention of Buck Sherrod Road has ever been submitted by the City as to its being designated for improvement. The County Engineer and those of us at the County were not aware of the desired request for Buck Sherrod as the City’s designated road until we learned about it by reading it in the newspaper this past Friday. There is an established process which has been followed, and reading about a “designation” in the newspaper simply does not follow the process.

The County Engineer’s letter explains the administrative process that has been followed in years past, as well as reasons why the County believes it unwise to agree to the 2/10ths of a mile per year (which is approximately the amount of recycling work that can be performed for \$16,800 per year) when the results of this incremental approach are very inefficient.

I, as County Judge, have aggressively budgeted for paving materials and the rental of a second recycling machine and challenged our Road & Bridge Department—a challenge that was agreed upon by all members of the Commissioners’ Court—to more than double the production of the County’s road-recycling effort from 2007 levels. We are on track to accomplish this, increasing production from some 20 miles to 40 miles per year.

These efforts have been in response to the consistent and understandable requests by the citizens of Harrison County that we continue to improve our county roads. Therefore, it is important that we keep a keen focus on taking the steps necessary to continue to strengthen our county road infrastructure. And, as you will see in the County Engineer’s letter, this is of particular importance since there was a significant reduction in the Road & Bridge budget earlier in the decade which created a need for the County to “catch up” in recent years on its road reconstruction. That’s why this aggressive road reconstruction schedule has been recommended since 2007.

Third, the County greatly values its relationship with the City. The City provides fire and police protection, road maintenance, and other valuable services for city residents, as does the County outside the city limits. The County provides the Court system, medical expenses for the indigent and legal expenses for criminals who cannot afford to pay for these services. These services are provided for all county residents—including those who live within the city. Both the City and County have been charged by the state, frequently without funding other than local property taxes, to perform certain services, and the County will continue to do its part.

Fourth, no Marshall Public Library funds are in jeopardy from the County. In 2009, when the City took 10 months to sign and return the Interlocal contract, a “catch-up” payment of \$65,000, representing 10 months at \$6,500 a month, was delivered to the City as soon as the Commissioners’ Court was scheduled to meet to approve the payment of bills, following the receipt of the signed contract. Since the Interlocal Agreement was received just yesterday, you may expect to receive a check shortly. The check would have been sent much earlier if the contract had been executed shortly after its delivery to the City in October of 2009.

On a personal note, with regard to the public library, the first County contract for contribution to the City library occurred when I prepared the County budget in the early 1980s. This established this line item for the library in the County budget, which has remained for almost 30 years—in order to promote literacy and education in our expanded community. What’s more, my wife, Christina, has served as chair of the Marshall Public Library for two years and, when she and I married, we requested that, in lieu of those who very graciously wished to give us gifts, they instead make a contribution to the Marshall Public Library. So we indeed know the value of our library, as I know the members of the Commissioners’ Court do.

Finally, I have known and worked with many of the City Commission and staff for years—from prior service as county judge, to collaborating with the City to installing playground equipment and lighting at West End Park, to collaborating with the City, Jerry and Judy Cargill and others to eliminate the blighted condition in our downtown and to renovate the old Hotel Marshall to numerous other projects in which I, and my wife, Christina, have been involved. We will continue to work with you to improve our community.

There appear to be two options. Should the City wish to designate Buck Sherrod Road, we would appreciate your following the established procedure. But we also appreciate your understanding that this work to repair a 1.3 mile road will have to be scheduled for completion within a multi-year term as the project cannot be completed for anything like the \$16,800 budgeted for equipment in a single year. If this is the City’s desire, it should be made known in writing in order that a cost estimate can be prepared, agreed to by the City, and submitted to the Court for approval.

Alternatively, should the City so elect, I will recommend to the Court, despite these difficult budgetary times, to include in my proposed budget, a cash payment to be added to the library and animal shelter fund of \$16,800 per year. Either one of these options should serve to address the concerns of the City. However, either selection will have to be submitted to the Court for its approval. Please let me know your wishes in these respects.

I do not normally provide copies of correspondence of this sort to the news media, absent a request therefore, but since the County was not contacted by the City or newspaper before the publication of these various comments, I will do so at this time so that all information in this regard is set forth.

Despite what may have been mentioned in the articles in the newspaper, the Commissioners' Court would be honored, as always, to have any member of the City Commission or City staff wishing to speak to the Commissioners' Court to do so.

I am also available by telephone, should you like to do so. Thank you again for your fine work for the City of Marshall.

Respectfully,

Richard Anderson  
Harrison County Judge

Cc: Commissioner Jeff Thompson  
Commissioner Emma Bennett  
Commissioner James Greer  
Commissioner Galen McBride  
Mr. Phil Latham  
Dr. Frank Lower  
Mr. Ron Munden