Council Chambers, City Hall
401 South Alamo
Marshall, TX 75670
903-935-4421

Members
Amy Ware, District 4 - Mayor
Marvin Bonner, District 1
Leo Morris, District 2
Jennifer Truelove, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING

September 14, 2023
6:00 PM

1. **Call to Order and Roll Call**
2. **Invocation and Pledges**
3. **Citizen Comments**
   Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.
4. **Items to be Withdrawn From Consent Agenda**
5. **Consent Agenda**
   The items on the Consent Agenda require little or no deliberation by the Council. Approval of the Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations, a copy of which is filed with the minutes of the meeting. A Councilmember may remove items from the Consent Agenda by making such request prior to a motion and vote on the Consent Agenda.
   A. Consider approval of the minutes from the August 24, 2023 Regular Council meeting. (City Secretary)
   B. Consider approval of the purchase of the three (3) trucks for the various departments. (Public Works)
   C. Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Main Street)
   D. Consider approval of needed appointments to the Tax Increment Reinvestment Zone Number One Board of Directors. (Finance)
6. **Consideration of Items Withdrawn From the Consent Agenda**
7. **Public Hearing**
   A. Conduct a public hearing on the proposed budget for the 2024 fiscal year and action to adopt the budget or continue consideration of the budget to a future meeting. (Finance)
   B. Conduct a public hearing on the proposed tax rate of $0.565201 per $100 valuation in support of the 2024 Annual Budget of the City of Marshall. (Finance)

8. Ordinance

A. Consider approval of an ordinance authorizing the issuance and sale of combination tax and revenue certificates of obligation, series 2023; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject. (Finance)

9. City Manager Reports and Requests for City Council Consideration

A. Report regarding needed appointments/reappointments to the various City boards, commissions and committees. (City Secretary)

B. Consider approval of a signed letter of intent authorizing the purchase of a 2024 Frazer Ambulance and related equipment. (Fire)

C. Discussion regarding Texas House Bill 969. (Council)

D. Discussion regarding an overgrown lot on Alvin Street. (Council)

10. Executive Session

A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

11. Adjournment

Posted: September 11, 2023
5:00 PM
N. Smith

This meeting will be conducted in accordance with the Americans with Disabilities Act. Requests for sign interpretive services will be available with at least 72-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office at 903-935-4446.

TO:	City Council
DATE:	September 14, 2023
ITEM #:	5.A
SUBJECT:	Consider approval of the minutes from the August 24, 2023 Regular Council meeting. (City Secretary)

Recommendation for Action: Consider approval of the minutes from the August 24, 2023 Regular Council meeting.

Executive Summary: Minutes from the Regular meeting held on August 24, 2023.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 8-24-2023 minutes

Members
Amy Ware, District 4 - Mayor
Marvin Bonner, District 1
Leo Morris, District 2
Jennifer Truelove, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

Council Chambers, City Hall
401 South Alamo
Marshall, TX 75670
903-935-4421

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
August 24, 2023
6:00 PM

1. Call to Order and Roll Call

Mayor Amy Ware called the Regular meeting to order in the Council Chambers, City Hall at 06:00 PM.

PRESENT:

Mayor and Council Members:
Mayor Amy Ware
Councilmember Marvin Bonner
Councilmember Leo Morris
Councilmember Jennifer Truelove
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Micah Fenton

ADMINISTRATIVE STAFF PRESENT:
Terrell Smith, City Manager
Scott Rectenwald, City Attorney
Cliff Carruth, Police Chief
Dawn Jones, Finance Director
Christol Hall, HR/Civil Service Director
Anna Lane, Community Services Director
Randy Pritchard, Support Services Director
Cory Owen, Assistant Public Works Director
Nikki Smith, City Secretary/Payroll Accountant
Garnett Johnson, Community Development Director

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

A. Recognition of Volunteers and Supporters of the Marshall Pet Adoption Center. Presentation of certificates of appreciation. (Police)
Cliff Carruth, Police Chief, recognized the efforts and achievements of the volunteers and supporters of the Marshall Pet Adoption Center.

4. **Citizen Comments**

Texas Government Code, Sec. 551.007 requires that a governmental body must allow each member of the public who desires to address the body regarding an item on the agenda the opportunity to do so before or during the body's consideration of the item. The "Citizens Comments" portion of the meeting meets the requirements of this law and is the public's opportunity to speak on any item on the agenda. Those who wish to speak are requested to fill out a public comment form and will have three (3) minutes to speak unless additional time has been requested.

There were no citizen comments.

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

There were no items withdrawn from the Consent Agenda.

6. **Consent Agenda**

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

Councilmember Bonner made a motion to approve the Consent Agenda. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

A. Consider approval of the minutes from the August 10, 2023 Regular Council meeting. (City Secretary)

B. Change Order No. 1: Additional sediment removal at Raw Water Facility. (Public Works)

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

There were no items withdrawn from the Consent Agenda.

8. **Public Hearing & Ordinance**

A. **SUP-23-02** - Conduct a public hearing and make a recommendation to the City Council regarding a Special Use Permit request for apartments. Being a 1.491 acre tract of land, being all of Block 15 Original Townsite. Located at 200 South Columbus Street. Parcel # R000020756. (Community Development)

Garnett Johnson, Community Development Director, provided information regarding the applicant's request for a SUP for 200 S Columbus Street. P&Z approved.

Jeff Patton, applicant, explained the plans for the project and provided details of the development. Jeff Patton stated the property management company would be selected upon completion of the project and would be responsible for the maintenance and up-keep, background checks, annual certifications.

Mayor Ware opened the public hearing.

Vernia Calhoun, 508 University, spoke in support of a SUP for apartments located at 200 S. Columbus Street.
Jacob Fulbright, 401 Pine Wood, spoke in opposition of a SUP for apartments located at 200 S. Columbus Street.
Richele Langley, 216 Creekside Drive, spoke in opposition of a SUP for apartments located at 200 S. Columbus Street.
Mallory Bradley, 305 W. Carol Anne Blvd., spoke in opposition of a SUP for apartments located at 200 S. Columbus Street.
Reginald Parks, 400 E. Emory, spoke in opposition of a SUP for apartments located at 200 S. Columbus Street.
LaDarius Carter, 205 Lynn Oak Street, spoke in opposition of a SUP for apartments located at 200 S. Columbus Street.
Chase Palmer, 4726 Sue Belle Lake Rd., spoke in opposition of a SUP for apartments located at 200 S. Columbus Street.

Mayor Ware closed the public hearing.

Jeff Patton addressed questions and concerns.

Councilmember Abraham made a motion to deny SUP-23-02 - regarding a Special Use Permit request for apartments. It is a 1.491 acre tract of land, being all of Block 15 Original Townsite. Located at 200 South Columbus Street. Parcel # R000020756. Councilmember Fenton seconded the motion, which passed by a vote of 5:2.

Councilmember Truelove left the meeting at this point in the meeting.

9. Resolution

A. Consider approval of a resolution scheduling two public hearings on the fiscal year 2024 budget. (Finance)

Dawn Jones, Finance Director, provided summary information regarding the fiscal year 2023 update and fund balances.

Kristina Hamilton, Assistant Finance Director, provided information regarding the fiscal year 2024 draft budget and the strategy to align with the Strategic Plan.

Alex Agnor, Assistant Finance Director, provided information regarding the proposed tax rate of $0.565201 for 2023 and the calculation of the various tax rates.

Councilmember Abraham made a motion to approve a resolution scheduling two public hearings on the fiscal year 2024 budget. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

B. Consider approval of a resolution scheduling two public hearings on the proposed tax rate of $0.565201 per $100 of valuation and tax increase. (Finance)

Councilmember Abraham made a motion to approve a resolution scheduling two public hearings on the proposed tax rate of $0.565201 per $100 of valuation and

tax increase. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

Alex Agnor provided information regarding the next steps for the budget and tax rate.

10. City Manager Reports and Requests for City Council Consideration

A. Discussion and action to include authorizing the City Manager to execute a Letter of Intent with Performance Services, Inc. to provide the City with an Investment Grade Audit work in accordance with Texas Local Government Code 302 procured through TIPS contract number # 170103. (Finance)

Dawn Jones introduced Karen Ellis and Chip Woods, Performance Services, Inc.representatives, who provided information regarding an Investment Grade Audit to identify energy conservation measures that will result in lower operational costs and increased water and sewer revenues.

Councilmembers asked questions and discussed.

Councilmember Godfrey made a motion to approve authorizing the City Manager to execute a Letter of Intent with Performance Services, Inc. to provide the City with an Investment Grade Audit work in accordance with Texas Local Government Code 302 procured through TIPS contract number # 170103. Councilmember Abraham seconded the motion, which passed by a vote of 6:0.

B. Yearly Report for Marshall Pet Adoption Center. (Police)

Cliff Carruth provided the yearly report for the Marshall Pet Adoption Center highlighting accomplishments, successes, and reaching the goal of a 90% live release rate.

Councilmembers thanked the Staff and volunteers for their hard work.

C. Citizen’s Police Academy. (Police)

Cliff Carruth informed the council of the next six-week Citizen’s Police Academy to be held Tuesdays 6PM-8PM beginning September 5th. Applications are due by August 31st.

11. Adjournment

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

Approved:

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

Attest:

____
City Secretary

	TO:	City Council
	DATE:	September 14, 2023
	ITEM #:	5.B
	SUBJECT:	Consider approval of the purchase of the three (3) trucks for the various departments. (Public Works)

Recommendation for Action: Purchase of three trucks for various departments - two for Water\Sewer Utility and one for CDBG

Executive Summary: We are requesting approval for the purchase of the following trucks (Funding for the purchase of this truck was approved in the 2023 budget.):

A. Purchase of a Ford F-350 4x4 Crew Cab for the Distribution and Collection Division within Water\Sewer Utilities. We were able to obtain multiple quotes for this vehicle from several sources, including the local Buy Board vendor as well as the local Ford dealer. The current high demand for trucks makes it necessary for us to act quickly in order for Marshall Ford to hold this truck for the City of Marshall. The quotes received are listed below. We are utilizing the local discount provision in the City's Purchasing Policy.

1. Marshall Ford $68,069.50. (5% local discount = $64,666.00)
2. Chastang Ford $67,170.00

B. Purchase a F150 pick-up truck for Water Billing (Finance). This will replace an existing truck that has reached the end of its useful life and needs to be replaced. This truck will be utilized by the Meter Service Technicians who perform meter readings as well as general maintenance of water meters.

Cost of F150 is $35,828.75
Account #: 40-0425-20-46

C. Purchase of a F150 pick-up truck for Water Billing (Finance). This will replace an existing truck that is at the end of its useful life and needs to be replaced. This truck will be utilized by the inspectors within the department.

Cost of F150 is $35,828.75
Account #: 40-0425-20-46

I am requesting approval to purchase this vehicle from Marshall Ford, in the amount of $68,069.50. Thank you for your consideration.

Budget Cost: See summary below:

A. Water\Sewer Fund 40, account # 40-0440-20-43
B. Water Billing Fund, Account # 40-0425-20-46

Staff Contact: Eric Powell, Director of Public Works; Kristina Hamilton, Assistant Finance Director

Attachments: 1. Truck Quotes

Preview Order 2807 - W3H 4x4 Crew Chas Cab DRW: Order Summary Time of Preview: 08/29/2023 08:54:18 Receipt: 4/11/2023

Dealership Name: Marshall Ford **Sales Code :** F52444

Dealer Rep.	Tim Brown	**Type**	Stock	**Vehicle Line**	Superduty	**Order Code**	2807
Customer Name		**Priority Code**	20	**Model Year**	2023	**Price Level**	350

4WD

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CHAS CAB DRW/179	$54720	ENGINE BLOCK HEATER	$100
179 INCH WHEELBASE	$0	SKID PLATES	$100
OXFORD WHITE	$0	50 STATE EMISSIONS	$0
VINYL 40/20/40 SEATS	$0	SPARE TIRE AND WHEEL	$350
MEDIUM DARK SLATE	$0	JACK	$0
PREFERRED EQUIPMENT PKG.640A	$0	40 GAL AFT OF AXLE FUEL TNK	$0
.XL TRIM	$0	DUAL BATTERY	$0
.AIR CONDITIONING – CFC FREE	$0	REAR VIEW CAMERA & PREP KIT	$415
.AM/FM STEREO MP3/CLK	$0	PRIVACY GLASS	$0
6.7L POWER STROKE V8 DIESEL	$9995	XL CHROME PACKAGE	$225
10-SPEED AUTO TORQSHIFT	$0	.BACKGLASS DEFROST	$0
LT245/75R17E BSW ALL-TERRAIN	$165	.POWER SLIDING REAR WINDOW	$0
4.10 RATIO LIMITED SLIP AXLE	$395	.FOG LAMPS	$0
JOB #2 ORDER	$0	.BRIGHT GRILLE	$0
CV LOT MANAGEMENT	$0	.REMOTE START SYSTEM	$0
FRONT LICENSE PLATE BRACKET	$0	FUEL CHARGE	$0
PLATFORM RUNNING BOARDS	$445	PRICED DORA	$0
FORD PRO UPFIT INTEGR REMOVAL	$-400	DESTINATION & DELIVERY	$1995
14000# GVWR PACKAGE	$0		

67905.00
700 inspection
7.50 Tire
150 Doc fee
68,069.50

	MSRP
TOTAL BASE AND OPTIONS	$68505
DISCOUNTS	NA
TOTAL	$68505

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This is not an invoice.

2023 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 350 | Quote ID: marsh23x3h

As Configured Vehicle (cont'd)

Code	Description	MSRP
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
Buy Board	Buy Board Fee CONTRACT 601-19 *CONTRACT 601-19*	$400.00

SUBTOTAL	$65,175.00
Destination Charge	$1,995.00
TOTAL	$67,170.00

	TO:	City Council
	DATE:	September 14, 2023
	ITEM #:	5.C
	SUBJECT:	Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Main Street)

Recommendation for Action: Approve the Interlocal Agreement with Harrison County for Wonderland of Lights

Executive Summary: The Agreement is set to begin October 16, 2023 to place lights and decorations on the Harrison County Historic Courthouse. The Agreement ends on February 1, 2024.

The City will hold a $2,000,000 liability policy with Harrison County as an underrider.

Budget Cost: $0

Staff Contact: Lacy Burson, Main Street Manager

Attachments: 1. Interlocal Agreement -2023

STATE OF TEXAS §

COUNTY OF HARRISON §

INTERLOCAL AGREEMENT
CITY OF MARSHALL AND HARRISON COUNTY
2023-24 COURTHOUSE LIGHT DISPLAY

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the____day of ____________, 2023, by and between the CITY OF MARSHALL, TEXAS, a home rule municipal corporation ("City") and HARRISON COUNTY, a political subdivision of the State of Texas ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter a joint agreement for the performance of the governmental function of constructing and maintaining public works projects and public infrastructure; and

WHEREAS, state law authorizes the City to engage in activities that promote economic development through tourism and visitor attraction and the City has determined that the Wonderland of Lights annual festival is a vital part of the City's tourism program; and

WHEREAS, the City is requested to have access and use of the exterior of the Harrison County Historic Courthouse to install and attach Christmas decorations including light strands and other necessary wiring to illuminate the building; and

WHEREAS, the City and County agree that the lighted Historic County Courthouse has been the center piece of the Wonderland of Lights for over thirty years; and,

WHEREAS, the City of Marshall and the County of Harrison jointing participate in the celebration of the Christmas and New Year holidays by the decoration of the downtown areas of the City of Marshall and the Historic Harrison County Courthouse; and

WHEREAS, the Parties recognize that in order to properly decorate the Historic Harrison County Courthouse, access to that building, and the installation of lighting is necessary; and that given the delicate nature of the Courthouse, certain provisions regarding the protection and preservation of this structure are necessary; and

WHEREAS, the parties have the legal authority to perform and to provide the governmental function and service which is the subject matter of this Agreement; and

WHEREAS, the City and County Commission find that the subject of this Agreement is necessary for the benefit of the public; and

WHEREAS, the parties desire to enter a formal agreement to better outline each Parties obligations and responsibilities; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County permits and grants the City permission to enter upon the County's Property, specifically the Historic Courthouse structure and surrounding area (the "Property") to perform installation and placement of lights and other work necessary for the illumination of the Courthouse for the 2023 Wonderland of Lights, subject to the terms and conditions set forth below:

1. The term of this Right of Use shall be for a period of <u>one hundred and nine </u>(109) days beginning on October 16, 2023 and ending February 1, 2024. During the term the City shall have access to the exterior of the Courthouse for the purpose of installing, repairing, removing and otherwise maintaining the lights and electrical wiring installed by the City, on and around the Courthouse. The County agrees to provide the City with prior twenty-four (24) hour notice of any event that prohibit the City's access to the Courthouse.

2. In consideration of the County granting this Agreement, the City, to the extent allowed by Texas law, shall be solely responsible for and liable for any injury or damage to persons or property, arising out of any negligent act or willful act or misconduct of the City and/or its employees, agents, contractors, subcontractors, independent contractors, or authorized representatives. To the extent allowed by Texas law, the City agrees it shall indemnify and hold harmless the County and the County's officers, directors, members, employees, agents, and representatives against any expense, loss, cost, claim, demand, suit, judgment, suffered or incurred as the result of any breach by the City, its agents, servants, employees, contractors, or subcontractors, of any covenant or condition of this Agreement, or as a result of the City's use of the Courthouse, or the carelessness, negligence, or improper conduct of the City, its agents, servants, employees, contractors or subcontractors, which causes any loss, cost, claim, suit, judgment, or liability to be incurred by the County.

3. The City of Marshall shall provide to Harrison County evidence of liability/casualty and general loss insurance protection in a minimum sum of $2,000,000.00 (Two Million Dollars), with a rider to protect Harrison County as a named beneficiary against any and all losses which may arise from the access to, and installation upon, the Historic Harrison County Courthouse for holiday lighting, and particularly against damages incurred to the building, grounds, or persons associated with the City's activities, including roof tiles, columns, railings, eaves, dormers, cupola, statuary or other fixtures and/or attachments thereto, including decorative carvings and stained glass windows.

4. All work shall be done at the City's sole discretion, and with such care, diligence and cooperation between the City and County personnel as will avoid accident, damage, or harm to persons or property.

5. The City shall use care when installing lights, wiring, or any other materials to the Harrison County Courthouse and not use any type of screws, nails, or adhesive that will damage the Courthouse structure or cause damage to any component of the Courthouse's outer structures, walkways, or retaining walls. The City shall be responsible for any

damage caused by it to the Courthouse and for repairing such damage. Furthermore, upon the termination of this Agreement or upon completion of the City's use of the Property, the City agrees to promptly remove the lights and decorations and to repair, correct, and restore any damages, changes, and/or alterations to the Property caused by City's entry upon and/or use of the Property.

6. Only City Employees will be allowed on the building and balconies, in observance of all standard safety procedures. The City will provide a licensed electrician to oversee all wiring and lighting installation, as well as utilities.

7. Courthouse decoration does not include use of balconies. The west side of the Courthouse parking lot will remain open for County and public use without obstruction.

8. The City shall designate four additional handicapped parking spaces on the west side of the courthouse at the south handicapped entrance ramps.

9. Within 24 hours of its occurrence, the City shall notify the County of any damage to the Courthouse. The City agrees to accept full responsibility for any and all damages, including damage to the exterior of the Courthouse and any other portions of County property, as a result of the City's operations thereon. The City further agrees to promptly repair any such damage in accordance with the County's instructions**.** Any such required repairs shall be promptly paid by the City from current revenues available to the City for such purposes

10. The rights of the City hereunder are not assignable, in whole or in part, without the prior written consent of the County.

11. If any of the foregoing provisions are held for any reason to be unlawful or unenforceable, such unlawful or unenforceable part shall be severed from this Agreement and the remaining terms of the Agreement shall remain in full force and effect.

12. Notices, correspondence, and all other communications shall be addressed to City of Marshall and submitted to the following:

City of Marshall
PO Box 698
Marshall, TX 75671
Attn: Terrell Smith, City Manager
(903) 935-4421

Notices to County shall be delivered to:

` Harrison County Judge

Chad Sims
#1 Peter Whetstone Square Room 314
Marshall, Texas 75670
(903) 935-8401

13. Nothing in this agreement shall be construed to waive any immunities provided by law, either to governmental employees (official, governmental, judicial or quasi-judicial immunity), or to the governmental entities themselves (sovereign immunity).

14. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.

15. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Harrison County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Harrison County, Texas.

16. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce every provision hereof. No term of this Agreement shall be deemed waived or breached by the failure to identify and expressly enforce any right or obligation imposed by this agreement. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.

17. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered, by and between the City of Marshall and Harrison County, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF MARSHALL

____
Terrell Smith, City Manager

Date:____________________

ATTEST

____
Nikki Smith, City Secretary

HARRISON COUNTY

____
Chad Sims, County Judge

Date:_______________

____
Liz James, County Clerk

	TO:	City Council
	DATE:	September 14, 2023
	ITEM #:	5.D
	SUBJECT:	Consider approval of needed appointments to the Tax Increment Reinvestment Zone Number One Board of Directors. (Finance)

Recommendation for Action: Requesting approval of appointments to the Tax Increment Reinvestment Zone Number One Board of Directors.

Executive Summary:

Budget Cost: N/A

Staff Contact: Alex Agnor, Assistant Finance Director

Attachments: 1. TIRZ

Staff Memo

Appointments to TIRZ 1 Board of Directors (Item 5.D.)	
City Council Meeting: September 14, 2023	Staff: Alex Agnor, Assistant Finance Director

Consent Agenda Item 5.D.: Consider approval of needed appointments to the Tax Increment Reinvestment Zone Number One Board of Directors.

Recommendation: Approve appointments to TIRZ 1 Board of Directors, including a member to serve as Chair, as detailed in the table below.

Place	Board Member	Original Term End Date	New Term End Date
1	Council Member Marvin Bonner	8/1/2022	8/1/2024
2	Council Member Leo Morris	8/1/2023	8/1/2025
3	Council Member Jennifer Truelove	8/1/2022	8/1/2024
4, Chair*	Mayor Amy Ware	8/1/2023	8/1/2024
5	Council Member Reba Godfrey	8/1/2022	8/1/2024
6	Mayor Pro-Tem Amanda Abraham	8/1/2023	8/1/2025
7	Council Member Micah Fenton	8/1/2022	8/1/2024

*Chair serves one-year term.

TIRZ 1 Board of Directors

The TIRZ 1 Board of Directors (the "Board") consists of seven (7) members and shall be the members of the City Council as of the date of the adoption of the creating ordinance, as approved on May 27, 2021. At the expiration of the initial terms, the City Council may continue to appoint members of the City Council to the Board or may appoint an individual to the Board who is not a City Council Member. To be eligible for appointment to the Board, an individual must meet certain requirements pursuant to Chapter 311.

Board members serve two-years terms which shall be staggered. Each year, the City Council shall appoint a member to serve as the chairman of the Board for a one-year term. The Board may elect a vice-chairman to preside in the absence of the chairman and other officers as determined by the Board.

	TO:	City Council
	DATE:	September 14, 2023
	ITEM #:	7.A
	SUBJECT:	Conduct a public hearing on the proposed budget for the 2024 fiscal year and action to adopt the budget or continue consideration of the budget to a future meeting. (Finance)

Recommendation for Action: Discussion regarding the proposed budget for the 2024 Fiscal Year.

Executive Summary:

Budget Cost: N/A

Staff Contact: Dawn Jones, Finance Director

Attachments: None

	TO:	City Council
	DATE:	September 14, 2023
	ITEM #:	7.B
	SUBJECT:	Conduct a public hearing on the proposed tax rate of $0.565201 per $100 valuation in support of the 2024 Annual Budget of the City of Marshall. (Finance)

Recommendation for Action: Discussion regarding the proposed tax rate of $0.565201 per $100 valuation in support of the 2024 Annual Budget of the City of Marshall.

Executive Summary: A tax rate of $0.565201 per $100 valuation has been proposed by the governing body of the City of Marshall. This rate exceeds the lower of the no-new-revenue or voter-approval tax rate, and state law requires that a public hearing be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.565201 per $100
PRECEDING YEAR'S TAX RATE	$0.565201 per $100
NO-NEW-REVENUE TAX RATE	$0.509537 per $100
VOTER-APPROVAL TAX RATE	$0.604229 per $100

The no-new-revenue tax rate is the calculated rate that would raise about the same amount of property tax revenue for the City of Marshall as the prior year on properties taxed in both years.

The voter-approval tax rate is the maximum tax rate that the City of Marshall may adopt without voter approval. This rate divides property taxes into two categories – Maintenance and Operations (M&O) and Interest and Sinking (I&S, or debt rate). The voter-approval rate accounts for the M&O rate plus 3.5% adjusted for sales tax-property tax reduction, the unused increment rate, and the debt rate.

The public is urged to attend and express views on the proposed tax rate. Following the public hearing this evening, the City Council will take a record vote on the proposed tax rate.

A second public hearing and adoption of the 2023 tax rate is scheduled on Thursday, September 28, 2023.

Budget Cost: N/A

Staff Contact: Dawn Jones, Finance Director

Attachments: None

TO:	City Council
DATE:	September 14, 2023
ITEM #:	8.A
SUBJECT:	Consider approval of an ordinance authorizing the issuance and sale of combination tax and revenue certificates of obligation, series 2023; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject. (Finance)

Recommendation for Action: Requesting approval of an ordinance authorizing the issuance and sale of combination tax and revenue certificates of obligation, series 2023; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

Executive Summary:

Budget Cost:

Staff Contact: Dawn Jones, Finance Director

Attachments: 1. Ordinance - CO (ver 1)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
HARRISON COUNTY
CITY OF MARSHALL

We, the undersigned officers of the City of Marshall, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in a Regular Meeting on September 14, 2023 at City Hall and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

and all of said persons were present except ______________________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MARSHALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: ________ NOES: ________ ABSTAIN: ________

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON SEPTEMBER 14, 2023.

______________________________	______________________________
City Secretary,	Mayor
City of Marshall, Texas	City of Marshall, Texas

(CITY SEAL)

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MARSHALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Marshall, Texas, deems it advisable to issue Certificates of Obligation in the amount of $[13,675,000] for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation ("Notice"), and the Notice has been duly published in a newspaper of general circulation in said City on May 17, 2023 and May 24, 2023, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Marshall, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[13,675,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (i) convention center roofing, HVAC and renovations; (ii) fire stations and fire facility improvements and fire apparatus; (iii) police department improvements consisting of parking and expanding the Emergency Command Center & Training Room; (iv) information technology and public safety communication upgrades; (v) municipal administrative building improvements; (vi) fleet fuel facility; (vii) arena improvements consisting of drainage, parking and electrical upgrades; (viii) park and recreational facility improvements; (ix) street and road improvements including related lighting, signage and streetscape improvements; (x) drainage and detention pond improvements; (xi) water system meters and (xii) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF MARSHALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated October 10, 2023, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from October 10, 2023 (the "Delivery Date") as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank Trust Company, National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar shall promptly cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such

Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem), City Manager and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(k) With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the Issuer will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** is incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues, not to exceed $1,000 in any year, of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS; BOND COUNSEL OPINION.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section

103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent

of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Manager and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to the [-] (the "*Purchaser*") for the purchase price of $[] representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of $[] less an Purchaser's discount of $[], pursuant to the terms and provisions of a Notice of Sale, which bid form the Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of [-] or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem, City Manager and City Secretary shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of $[] and which shall be allocated as follows:

(i) the amount of $[] shall be applied to pay costs of issuance of the Certificates;

(ii) the amount of $[] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;

(iii) the amount of $[] shall be applied to pay the underwriting spread.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the

United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023 Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of $[] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in Tables 1 through 4, 6, 7 and 11 in Appendix A of the Official Statement for the Certificates. The Issuer will update and provide the information in Tables 1 through 4, 6, 7 and 11 in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2023. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12-months after the end of each fiscal year ending in or after 2023. If the annual financial audit report is not complete within 12-months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material;
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__

PRINCIPAL AMOUNT
$__________

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF MARSHALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
	October 10, 2023	September 15, ______	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Marshall, in Harrison County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the Interest Rate per annum specified above. Interest is payable on March 15 and September 15 of each year, commencing March 15, 2024, to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company, National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the

Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last calendar day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated October 10, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[13,675,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) convention center roofing, HVAC and renovations; (ii) fire stations and fire facility improvements and fire apparatus; (iii) police department improvements consisting of parking and expanding the Emergency Command Center & Training Room; (iv) information technology and public safety communication upgrades; (v) municipal administrative building improvements; (vi) fleet fuel facility; (vii) arena improvements consisting of drainage, parking and electrical upgrades; (viii) park and recreational facility improvements; (ix) street and road improvements including related lighting, signage and streetscape improvements; (x) drainage and detention pond improvements; (xi) water system meters and (xii) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

ON SEPTEMBER 15, 2032 or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on September 15 in the years [] (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each September 15 of the years and in the respective principal amounts, set forth in the following schedule:

<u>Term Certificates due September 15, 20</u>

Mandatory Redemption Date: 9/15/20	Principal Amount: $,000.00
Mandatory Redemption Date: 9/15/20	Principal Amount: $,000.00
Mandatory Redemption Date: 9/15/20	Principal Amount: $,000.00
Mandatory Redemption Date: 9/15/20	Principal Amount: $,000.00
Mandatory Redemption Date: 9/15/20*	Principal Amount: $,000.00

* Stated Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING OF NOTICE OF REDEMPTION there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _______________.

U.S. Bank Trust Company, National Association
Dallas, Texas
Paying Agent/Registrar

By: ____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

____
Please insert Social Security or Taxpayer Identification Number of Transferee

____
Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: ________

____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____________________.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. ________________

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this ____________________.

____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF MARSHALL, TEXAS, in Harrison County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above, at the respective Interest Rate per annum specified above. Interest is payable on September 15 and March 15 of each year, commencing March 15, 2024, to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's City Manager (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

    a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
    b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
    c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
    d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
    a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

   b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
   c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
   a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
   b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
   c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
   d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
   e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

<u>II. Private Business Use</u>. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
   a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
   b. has a right to use the output of the Project (e.g., water, gas, electricity); or
   c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

TO:	City Council
DATE:	September 14, 2023
ITEM #:	9.A
SUBJECT:	Report regarding needed appointments/reappointments to the various City boards, commissions and committees. (City Secretary)

Recommendation for Action: A report regarding the Volunteer Boards, Committees and Commissions that have members whose terms will be expiring on 12/31/2023. We also have several boards with vacancies that need to be filled. Some members of the boards, committees and commissions are eligible for reappointment for a new term.

Executive Summary: The following Volunteer Boards, Committees and Commissions have members whose terms will be expiring on 12/31/2023. We also have several boards with vacancies that need to be filled. Some members of the boards, committees and commissions are eligible for reappointment for a new term.

Community Development Advisory Committee
Zoning Board of Adjustment
Historic Landmark Preservation Board
Main Street Advisory Board
Visit Marshall Advisory Board
Keep Marshall Beautiful Advisory Board
Marshall Public Library Board of Trustees
Parks Advisory Board

We will begin advertising for the Board openings on September 20, 2023 with Marshall News Messenger, The City of Marshall's Television Channel, Facebook, and the City's Website. Citizens can find the application for the various boards on our City's website or they may contact Nikki Smith by email at, smith.nikki@marshalltexas.net, or by phone at 903-935-4446.

We will be accepting applications until 5:00 PM on October 27, 2023.

Please note terms are typically two or three years, service is strictly voluntary and there is no compensation.

Budget Cost: n/a

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. Openings for 2024

CITY BOARDS, COMMISSIONS, & COMMITTEES

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The Community Development Advisory Committee assists with establishing long-range goals and objectives for the Community Development Block Grant program and makes recommendations on the annual plan and budget for this annual federal grant. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this committee are Deon Behrman, Lee Ferguson, Christy Godwin, Keith Hill, Loretta Martin, and Ernest Spencer. The staff member who works with this committee is Garnett Johnson, Director of Community Development. Questions may be directed to Mrs. Johnson at 903-934-7994 or at Johnson.garnett@marshalltexas.net.

The terms of Deon Behrman, Christy Godwin, and Ernest Spencer are expiring. All are eligible for reappointment. There is also one vacancy on this board which needs to be filled.

HISTORIC LANDMARK PRESERVATION BOARD

The Historic Landmark Preservation Board is responsible for the historic landmark preservation plan and makes recommendations on establishing historic landmark preservation districts in the city limits. Members of this board must have knowledge and experience in history, art, architecture, or real estate planning and development; and have demonstrated interest, competence, or knowledge in historic preservation. The term of service on this board is two years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms that a member can serve. The current members of this board are Jay Carriker, Tony Crosby, Travis Keeney, Rita Louise, Veronique Ramirez, Mary Lynn Vassar, and Faye Whitaker. The staff member who works with this board is Lacy Burson, Main Street Manager. Questions may be directed to Mrs. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

The terms of Tony Crosby, Rita Louise, Mary Lynn Vassar, and Faye Whitaker are expiring. All are eligible for reappointment. Faye Whitaker and Veronique Ramirez wish to be removed from the board due to other commitments. There will be two openings on this board which need to be filled.

KEEP MARSHALL BEAUTIFUL BOARD

Keep Marshall Beautiful Board advises the City Council on issues related to littering and property appearance. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Lillian Banks, Deloris Butler, Cheryel Carpenter, Becky Koesel, Susan Marshall, Felicia Mathis, and Linda Scott. The staff member who works with this board is Anna Lane, Director of Community Services. Questions may be directed to Mrs. Lane at 903-935-4419 or at alane@marshalltexas.net.

The terms of Deloris Butler and Susan Marshall are expiring. Deloris Butler and Susan Marshall are not eligible for reappointment. Becky Koesel and Felicia Mathis wish to be removed from the board due to other commitments. There will be four openings on this board which need to be filled.

MAIN STREET ADVISORY BOARD

The Main Street Advisory Board assists in the economic revitalization and promotion of downtown Marshall. This is a thirteen-member board, representing public and private sector interests. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Lori Acker, Marcial Avelar, Kim Brown, Scott Carlile, Cheryel Carpenter, Lucy Goladay, Tracy Jackson, Jeanett Krohn, Brooker LaBouve, Raven Lenz, Mary O'Neal, Stephanie Phelps, and Zelina Wright. The staff member who works with this board is Lacy Burson, Main Street Manager. Questions may be directed to Mrs. Burson at 903-934-7902 or at Burson.lacy@marshalltexas.net.

The terms of Cheryel Carpenter, Lucy Goladay, Mary O'Neal, Stephanie Phelps, and Zelina Wright are expiring. Cheryel Carpenter, Mary O'Neal, Stephanie Phelps, and Zelina Wright are eligible for reappointment. Lucy Goladay is not eligible for reappointment. Other members will no longer be on the board due to various reasons. There will be two openings on this board which need to be filled.

MARSHALL DOWNTOWN DEVELOPMENT CORPORATION

The Marshall Downtown Development Corporation promotes and assists in the development, growth, and economic wellbeing of the downtown area of Marshall. The term of service on this board is three years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Glenn Bickerdike, Dr. Blair Blackburn, Jim Davis, Kat Evans, Jessica Ford, Dinaora Harris and Stacey Splawn. The staff member who works with this board is LeAnne White, Tourism & Economic Development Administrator. Questions may be directed to Ms. White at 903-935-4417 or at white.leanne@marshalltexas.net.

There are no appointments/reappointments needed for this board.

MARSHALL PUBLIC LIBRARY BOARD OF TRUSTEES

The Marshall Public Library Board of Trustees serves as the advisory board for the Marshall Public Library. Of the seven members on this board, at least five members must be full-time residents of the City of Marshall. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this board are Darlene Dotson, Jerry Hancock, Jenny Kerr, Lacee Lawson, and Vivian Lewis. The staff member who works with this board is Terri Nalls, Library Director. Questions may be directed to Ms. Nalls at 903-935-4465 or at nalls.terri@marshalltexas.net.

The terms of Jerry Hancock and Lacee Lawson are expiring. All are eligible for reappointment. There are also two vacancies on this board which need to be filled.

PARKS ADVISORY BOARD

The Parks Advisory Board serves as an advisory committee to the City Council and City staff in establishing plans or procedures concerning usage, planning, goals, and objectives of parks and recreation services. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this board are Colin Brady, Jerry Calderon, LaDarius Carter, Mike Haynes, Melisa Lewis, Gloria Moon, and James Runnels. The staff member who works with this board is Randy Pritchard, Director of Support Services. Questions may be directed to Mr. Pritchard at 903-934-7920 or at Pritchard.randy@marshalltexas.net.

The terms of Colin Brady, Jerry Calderon, Melisa Lewis, and Gloria Moon are expiring. All are eligible for reappointment.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission hears and makes recommendations on requests for zoning changes and special use permits. This commission also reviews and approves subdivision plats in the city limits and within one mile of the city limits. The term of service on this board is three years, beginning on June 1 after the appointment is made. A member can serve a maximum of two consecutive full terms. The current members of this commission are Richie Arnold, LaDarius Carter, Robert Cole, Kyle Dansby, Jacob Fulbright, Brooke LaBouve, and Kenneth Moon. The staff member who works with this commission is Garnett Johnson, Director of Community Development. Questions may be directed to Mrs. Johnson at 903-934-7994 or at Johnson.garnett@marshalltexas.net.

Appointments to the Planning and Zoning Commission are brought before the City Council in May or June. The Planning and Zoning Commission is not part of the annual year-end appointment process. The appointment procedures for the Planning and Zoning Commission are provided for by ordinance in the Zoning Ordinance. It is required by ordinance that the appointments to the Planning and Zoning Commission be made in May or June each year, and that all members must be resident citizens and qualified to be voters in the City of Marshall.

VISIT MARSHALL ADVISORY BOARD

The Visit Marshall Advisory Board is responsible for establishing operating policies for Visit Marshall and for evaluating the progress of Visit Marshall in the attainment of its goals. This board consist of seven tourism related representatives. The term of service on this board is two years, beginning on January 1 after the appointment is made. A member can serve a maximum of three consecutive full terms. The current members are Gary Arthur, George Carter, Krysta Coleman, Joseph Filippazo, Fran Hurley, Ryan Irwin, and Vivian Lewis. The staff member who works with this board is LeAnne White, Tourism & Economic Development Administrator. Questions may be directed to Ms. White at 903-935-4417 or at white.leanne@marshalltexas.net.

The terms of Gary Arthur, Krysta Coleman, Joseph Filippazo, and Vivian Lewis are expiring. Gary Arthur, Krysta Coleman, and Vivian Lewis are eligible for reappointment. Joseph Filippazo is not eligible for reappointment. There will be one opening on this board which needs to be filled.

ZONING BOARD OF ADJUSTMENT

The Zoning Board of Adjustment conducts hearings on appeals to enforcement of the city's Zoning Ordinance, decides on exceptions to the Zoning Ordinance, and grants variances to the Zoning Ordinance. The term of service on this board is three years, beginning on January 1 after the appointment is made. There is no limit to the number of consecutive terms a member can serve. The current members of this board are Clayton Allen, Elton Brock, Sam Fogle, and Bill Seibert. The staff member who works with this board is Garnett Johnson, Director of Community Development. Questions may be directed to Mrs. Johnson at 903-934-7994 or at Johnson.garnett@marshalltexas.net.

The term of Sam Fogle is expiring. Sam Fogle is eligible for reappointment. There are also three vacancies on this board which need to be filled.

	TO:	City Council
	DATE:	September 14, 2023
	ITEM #:	9.B
	SUBJECT:	Consider approval of a signed letter of intent authorizing the purchase of a 2024 Frazer Ambulance and related equipment. (Fire)

Recommendation for Action: Requesting approval to issue a letter of intent to purchase a 2024 Frazer ambulance.

Executive Summary:

Budget Cost: N/A

Staff Contact: Reggie Cooper, Fire Chief

Attachments: 1. LOI for ambulance

City of Marshall
Fire Department
P.O. Box 698
Marshall, Texas 75671
903-935-4580 / FAX 903-935-3568

REGINALD K. COOPER, EFO FIRE CHIEF

Marshall Fire Department
601 S. Grove St
Phone 903-935-4580 Fax 903-935-3568

September 8, 2023

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Re: Official Notice of Intent:

To Whom It May Concern:

This letter shall serve as Official Notice of Intent to purchase one (1) Frazer Type I 12' 4" MEPS powered module mounted on a 2024 Ford-450 Gasoline 4x4 chassis for the Marshall Fire Department, ***pending approval of the FY 2024 budget***.

The total cost of the module including chassis is $263,150.00 based on estimate Q3516-0001.

Respectfully,

Reginald K. Cooper, EFO
Fire Chief
Marshall Fire Department

City of Marshall
Fire Department
P.O. Box 698
Marshall, Texas 75671
903-935-4580 / FAX 903-935-3568

REGINALD K. COOPER, EFO FIRE CHIEF

September 14, 2023

Marshall City Manager
Marshall City Commission
City of Marshall
401 S. Alamo St.
Marshall, Texas 75670

Dear City Manager and Commissioners:

The Marshall Fire Department respectfully requests the approval of a signed letter of intent authorizing the purchase a 2024 Frazer Ambulance and related equipment. The total price of the unit will be $263,150.00. The 2024 Frazer / Ford Ambulance will be purchased through a cooperative purchasing group called the Houston-Galveston Area Council (HGAC), which the City of Marshall is a member.

We are considering any potential cost saving measures pertaining to needed and related equipment as well as installation necessities.

We are scheduled to receive our new ambulance within the last quarter of the year 2024. This letter of intent authorized by you insures our price to not suffer any additional charges and no delays in our delivery date. This is not a budgeted expense as ESD contracted funding will cover purchasing expenses. The purchase of this unit will be purchased **pending approval of the FY 2024 budget**.

Please allow me to answer any questions pertaining to our request.

Chief Cooper, EFO

Marshall Fire Department

TO:	City Council
DATE:	September 14, 2023
ITEM #:	9.C
SUBJECT:	Discussion regarding Texas House Bill 969. (Council)

Recommendation for Action: Discussion regarding Texas House Bill 969.

Executive Summary: Council members Morris and Godfrey requested this item to be placed on the agenda. House Bill 969 is an Act passed by the Texas Legislature relating to local regulations to enforce child custody orders.

Budget Cost: N/A

Staff Contact: Council members Morris and Godfrey

Attachments: None

TO:	City Council
DATE:	September 14, 2023
ITEM #:	9.D
SUBJECT:	Discussion regarding an overgrown lot on Alvin Street. (Council)

Recommendation for Action: Discussion regarding citizen request.

Executive Summary: Council members Godfrey and Morris requested this item to be placed on the agenda.

Budget Cost: N/A

Staff Contact: Council members Godfrey and Morris

Attachments: None

TO:	City Council
DATE:	September 14, 2023
ITEM #:	10.A
SUBJECT:	An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

Recommendation for Action: Engage in an Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

Executive Summary: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.072. Deliberation regarding real property: Convene in executive session to discuss matters related to the purchase, exchange, lease, sale, or value of real property.

Budget Cost: N/A

Staff Contact: Terrell Smith, City Manager

Attachments: None