

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 28, 2023
6:00 PM

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Presentation of a proclamation recognizing the hard work and dedication in support of the Boogie Woogie Festival. (Tourism & Economic Development)
- B. Presentation of a proclamation renaming Council Chambers. (Mayor)
- C. Recognition of the Keep Marshall Beautiful September 2023 Beautification Award winners. (Community Services)

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.

5. Items to be Withdrawn From Consent Agenda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.

- A. Consider approval of the minutes from the September 14, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval for formal acceptance of the completed 2023 Street Improvement Program: Part I - Overlay, including release of final payment and retainage to the contractor. (Public Works)
- C. Consider approval awarding a contract for Water Utilities Labor and Equipment Rates. (Public Works)

- D. Consider approval of an expenditure in excess of \$50,000 for a 2023 Ford F250 Crew Cab for Support Services. (Support Services)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Public Hearing & Ordinance

- A. Consider approval of an ordinance amending Chapter 27, Section 27-15.2 No Parking. (Public Works)
- B. Conduct a public hearing and consider approval of an ordinance vacating the City-owned alley in the 1200 block of Bomar St. (Public Works)
- C. Conduct a public hearing and consider approval of an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2024 fiscal year. (Finance)
- D. Conduct a public hearing and consider approval of an ordinance affixing and levying 2023 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2024 fiscal year at a rate of \$0.565201 per \$100 of property value, *which is effectively a 11.79 percent increase in the tax rate. The tax rate of \$0.565201 will raise more taxes for maintenance and operations than last year's tax rate.* (Finance)

9. City Manager Reports and Requests for City Council Consideration

- A. Consider approval of a contract with Enterprise for fleet management services. (Support Services)
- B. Report regarding the Tourism 2023 Departmental Update. (Tourism & Economic Development)

10. Executive Session

- A. An executive session pursuant to Texas Govt. Code Section 551.071. "Consultations with Attorney" to consult with the City Attorney in an executive session to seek his or her advice on legal matters concerning pending or contemplated litigation and upon a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney)
- B. An executive session pursuant to Texas Govt. Code Section 551.071. "Consultations with Attorney" to consult with the City Attorney in an executive session to seek his or her advice on legal matters concerning pending or contemplated litigation and upon a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney)

11. Adjournment

Posted: September 25, 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 28, 2023
ITEM #: 3.A
SUBJECT: Presentation of a proclamation recognizing the hard work and dedication in support of the Boogie Woogie Festival. (Tourism & Economic Development)

Recommendation for Action: This is a proclamation and presentation to Alan Loudermilk for his work and dedication to the Boogie Woogie Festival which will be an annual event.

Executive Summary:

Budget Cost: N/A

Staff Contact: LeAnne White | Tourism & Economic Development Administrator | 903.930.9385 | white.leanne@marshalltexas.net

Attachments: None



TO: City Council
DATE: September 28, 2023
ITEM #: 3.B
SUBJECT: Presentation of a proclamation renaming Council Chambers. (Mayor)

Recommendation for Action:

Executive Summary: In honor and appreciation of Mrs. Willie Jean Birmingham's leadership, legacy, and service for over 60 years to the City of Marshall, the Council Chambers will be renamed "Jean Birmingham Council Chambers". A plaque in the foyer of City Hall shares an overview of Mrs. Birmingham's activism, work, and impact on the city and its citizens. Members of Mrs. Birmingham's family will be present at the meeting.

Budget Cost: N/A

Staff Contact:

Attachments: None



TO: City Council
DATE: September 28, 2023
ITEM #: 3.C
SUBJECT: Recognition of the Keep Marshall Beautiful
September 2023 Beautification Award winners.
(Community Services)

Recommendation for Action: Recognize recipients of the September 2023 Keep Marshall Beautiful Beautification awards.

Executive Summary: The Keep Marshall Beautiful Board has selected the following property winners for the September 2023 Beautification Award. Representatives from the Keep Marshall Beautiful Board presented both winners with a \$50 gift card to Lowe's.

Residential Winner

Jo Page
503 Creekside Drive



Represented by Amy Ware, District 4
and Amanda Abraham, District 6

Commercial Winner

VeraBank
2203 Victory Drive



Represented by Jennifer Truelove, District 3
and Micah Fenton, District 7

Budget Cost: N/A

Staff Contact: Anna Lane, Director of Community Services

Attachments: None



TO: City Council
DATE: September 28, 2023
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the
September 14, 2023 Regular Council meeting. (City
Secretary)

Recommendation for Action: Consider approval of the minutes from the September 14, 2023 Regular Council meeting.

Executive Summary: Minutes from the Regular meeting held on September 14, 2023.

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 9-14-23 minutes

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

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
September 14, 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 6:00 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	Reggie Cooper, Fire Chief
Cliff Carruth, Police Chief	Dawn Jones, Finance Director
Eric Powell, Public Works Director	Scott Rectenwald, City Attorney
Christol Hall, HR/Civil Service Director	
Randy Pritchard, Support Services Director	
Nikki Smith, City Secretary/Payroll Accountant	

2. Invocation and Pledges

Mayor Ware

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.

Dr. Clyde Jackson, 1007 Alvin Street, asked the Council to consider maintaining the overgrown lots from Alvin Street to Spring Street.

Clint Cross, 60 Buena Vista Drive, asked the Council to consider adopting an ordinance regarding Texas House Bill 969.

4. Items to be Withdrawn From Consent Agenda

Items B & D were withdrawn from the 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.

Councilmember Abraham made a motion to approve Consent Agenda. Councilmember Bonner seconded the motion, which Passed with a vote of 7:0:0.

- A. Consider approval of the minutes from the August 24, 2023 Regular Council meeting. (City Secretary)
- C. Consider approval of an Interlocal Agreement with Harrison County for the Wonderland of Lights. (Main Street)

6. Consideration of Items Withdrawn From the Consent Agenda

- B. Consider approval of the purchase of the three (3) trucks for the various departments. (Public Works)
Eric Powell, Public Works Director, provided information regarding the purchase of a small dump truck designed to better meet the needs for city streets at a cost of \$68,069.50.

Council asked questions and discussed.

Kristina Hamilton, Assistant Finance Director, provided information regarding the purchase of two trucks for the Water Billing division.

Council asked questions and discussed.

Councilmember Godfrey made a motion to approve the purchase of the three (3) trucks for the various departments. Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

- D. Consider approval of needed appointments to the Tax Increment Reinvestment Zone Number One Board of Directors. (Finance)
Alex Agnor, Assistant Finance Director, provided information regarding the needed appointments to the Tax Increment Reinvestment Zone Number One Board of Directors.

Council asked questions and discussed.

Councilmember Godfrey made a motion to approve the needed appointments to the Tax Increment Reinvestment Zone Number One Board of Directors. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

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)
Kristina Hamilton provided information regarding updates to the fiscal year 2024 draft budget.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmembers asked questions and discussed.

Councilmember Ware made a motion to continue consideration of the budget at our next Regular Council meeting. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

- 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)
Alex Agnor provided information regarding the proposed tax rate of \$0.565201 per \$100 valuation and asked council to provide a record vote regarding the proposed tax rate following the public hearing.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmember Ware made a motion to approve the proposed tax rate of \$0.565201 in support of the fiscal year 2024 annual budget. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

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)

Dawn Jones, Finance Director, introduced Michael Martin, Hilltop Securities, and Jeff Gulbas, McCall, Parkhurst & Horton, who provided information regarding 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.

Councilmember Ware made a motion to adopt the Ordinance authorizing the issuance and sale of City of Marshall Combination Tax and Revenue Certificates of Obligation, Series 2023A and approving all matters incident thereto. Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

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)
Nikki Smith, City Secretary, provided information regarding needed appointments and reappointments to the various City boards, commissions and committees. Nikki Smith stated applications will be accepted September 20, 2022 through October 27, 2023.
- B. Consider approval of a signed letter of intent authorizing the purchase of a 2024 Frazer Ambulance and related equipment. (Fire)
Reggie Cooper, Fire Chief, asked for approval of a signed letter of intent authorizing the purchase of a 2024 Frazer Ambulance and related equipment at an approximate cost of \$263,150. Reggie Cooper provided a fleet status update and stated this is to inform the company of our intention to purchase, but it is not an obligation to do so.

Councilmembers asked questions and discussed.

Councilmember Abraham made a motion to approve a signed letter of intent authorizing the purchase of a 2024 Frazer Ambulance and related equipment. Councilmember Fenton seconded the motion, which passed by a vote of 7:0.

- C. Discussion regarding Texas House Bill 969. (Council)
Councilmember Morris stated his reasons for requesting this item and asked the Council to consider placing the adoption of an ordinance supporting Texas House Bill 969.

Councilmembers asked questions and discussed.

- D. Discussion regarding an overgrown lot on Alvin Street. (Council)
Councilmember Morris stated his reasons for requesting this item and asked the Council or Staff to address this issue.

Councilmembers asked questions and discussed.

10. Executive Session

Councilmember Godfrey made a motion to convene the Executive Session. Councilmember Fenton seconded the motion, which passed by a vote of 7:0: The time was 7:34 PM.

Councilmember Abraham made a motion to adjourn the Executive Session. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0. The time was 8:21 PM.

- 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

Councilmember Abraham made a motion to for adjournment. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

APPROVED:

Mayor of the City Council
of the City of Marshall, TX

ATTEST:

City Secretary



TO: City Council
DATE: September 28, 2023
ITEM #: 6.B
SUBJECT: Consider approval for formal acceptance of the completed 2023 Street Improvement Program: Part I - Overlay, including release of final payment and retainage to the contractor. (Public Works)

Recommendation for Action: Formal acceptance of 2023 Street Improvement Program: Part I - Overlay

Executive Summary: The 2023 Street Improvement Program: Part I - Overlay is now complete and ready for formal acceptance by the City Council. All work has been reviewed and confirmed to be satisfactorily completed. I have also reviewed and verified the contractor's final payment request and request for release of retainage.

Budget Cost: Retainage Amount: \$57,939.92

Staff Contact: Eric Powell, PE Director of Public Works

Attachments:

1. 2023-PW-0012023StreetImprovementsOverlayFINALPAYMENT
2. 2023-PW-0012023StreetImprovementsOverlayFINAL



PAYMENT CERTIFICATE - FINAL

Date: For Work Completed Through 9/15/2023
Project: 2023 Street Improvement Program - Part 1: Overlay
Owner: City of Marshall
Contractor: Rayford Truck and Tractor, Inc.

PROJECT : 2023 STREET IMPROVEMENT PROGRAM - PART 1: OVERLAY

ITEM #	ITEM DESCRIPTION	Unit Measure	Original Contract Quantitv	Extra or Supplem. Quantitv	Reduction Quantitv	Quantity This Period	Quantity to Date	Unit Price	Original Unit Price Totals	Total Amt. Requested
1	FURNISH, INSTALL, MAINTAIN & REMOVE BARRICADES, SIGNS & TRAFFIC CONTROL	LS	1	0.00	0.00	0.00	0.00	\$ 10,000.00	\$ 10,000.00	\$ -
2	FURNISH AND INSTALL HMAC TYPE "D" SURFACE COURSE, INCLUDING ASPHALT PRIME	TONS	7,922	0.00	0.00	0.00	8,043.06	\$ 140.00	\$ 1,109,080.00	\$ -
3	ADJUST VALVE BOX TO OVERLAY GRADE	EA	21	0.00	0.00	0.00	0.00	\$ 300.00	\$ 6,300.00	\$ -
4	ADJUST MANHOLE TO OVERLAY GRADE	EA	37	0.00	0.00	0.00	0.00	\$ 300.00	\$ 11,100.00	\$ -
MISC	RELEASE OF RETAINAGE	LS	1	0.00	0.00	1.00	1.00	\$ 57,939.92	\$ 57,939.92	\$ 57,939.92
									Total:	\$ -

Signatures	
Recommended for Approval:	9/19/2023
PUBLIC WORKS DIRECTOR/CITY ENGINEER	

Original Contract: \$ 1,136,480.00
 Requested This Period: \$ 57,939.92
 Retainage (5%):
 Previous Payments: \$ 1,100,858.48
 Approved Payment: **\$ 57,939.92**

CITY OF MARSHALL
DEPARTMENT OF PUBLIC WORKS
2023 STREET IMPROVEMENT PROGRAM



2023 STREETS - PART 1: OVERLAY

PCI Index	ST Prefix	Street Name	ST Suffix	From	To	Length	Width (Avg.)	Area	Tonnage	Asbuilt
41		AMBASSADOR	BLVD	WARREN DR	MEMORIAL DR	1158	30	3860	444	385.05
43		BEAUREGARD	ST	END	PRICE	896	15	1,493	172	165.7
41		BELL	ST	HWY 59	WINN ST	1250	35	4861	559	503.03
43		BERT	ST	S WASHINGTON	VALLALOMA	266	24	709	82	60.29
43	E	BOWIE	ST	GRISS	WILLIAMS	1177	24	3,139	361	254.08
43		CADDO	ST	REDWOOD	SLONE	776	24	2,069	238	292
41	W	CAROLANNE	BLVD	MARY MACK	LYNOAK	420	34	1587	182	193.86
41		DALLAS	ST	SLEDGE ST	END	280	22	684	79	109.16
42		DAVID	ST	MILL	W GRAND AVE (HWY80)	840	22	2,053	236	203.31
41		DIXIE	CT	END	REBEL	225	22	550	63	107.44
41		ELYSIAN FIELDS		ARK	HWY 59	550	24	1467	169	165.62
43	W	EMORY	ST	S WASHINGTON	S GROVE ST	1242	24	3,312	381	323.9
42		FIELD	ST	SANFORD ST	HUGH ST	848	15	1,413	163	167.5
43		FIVE NOTCH	RD	AUBREY ST	CITY LIMITS	2720	22	6,649	764	789.86
43		FLEETWOOD	DR	WARREN DR	AMBASSADOR BLVD	527	22	1,288	148	171.39
43		GORDON	ST	NATHAN ST	W MERRITT ST	942	22	2,303	265	275.06
43		HIGHBRIDGE	ST	W GRAND AVE	HERBERT ST	289	22	706	81	81.92
42		HOLLAND	ST	WILSON ST	END	700	22	1,711	197	169.61
41		INDIAN SPRINGS	RD	E TRAVIS ST	VICTORY DR	1500	24	4000	460	627.79
43		LAKE	ST	IDA ST	E WRIGHT ST	382	22	934	107	180.89
43		LAKE	ST	WILLOW ST	MAIN ST	270	22	660	76	132.68
41		LANE	ST	WILLOW ST	POPLAR ST	292	22	714	82	84.18
41	N	MARION	ST	W HOUSTON ST	KATHERINE ST	700	22	1711	197	196
41	S	MARION	ST	TAFT ST	BYRAN ST	284	22	694	80	103.98
43		MATTHEWSON	DR	FM 1997	CEDAR ST	856	22	2,092	241	230.02
41		MEADOW	ST	E MEREDITH ST	HOLLIS TAYLOR ST	516	24	1376	158	169.84
43		NATHAN	ST	GORDON ST	S GROVE ST	488	22	1,193	137	173
42		OAK	ST	ESPLANADE AVE	PALESTINE ST	580	24	1,547	178	85.86
42		PINEWOOD	DR	BRIARWOOD DR	OAKWOOD DR	1306	22	3,192	367	430.8
43		RURAL	ALLEY	MADAM QUEEN ST	COLOR ALLEY	345	22	843	97	71.12
42		SLEDGE	ST	SUMMITT ST	IDA ST	865	22	2,114	243	221.17
41		SOUTHSIDE	DR	W GRAND AVE	WARD ST	1078	24	2875	331	266.99
41		SUN	PL	SUNSET LOOP	CITY LIMITS	390	22	953	110	140.56
42		WHITE	ST	MORTON ST	WRANDOTT ST	982	22	2,400	276	288.29
43		WILLOW	ST	LAKE ST	CALLOWAY ST	297	22	726	83	48.6
41		WOOD	ST	SOUTH ST	UNIVERSITY AVE	608	24	1621	186	172.51
					TOTALS	25940	785	67155	7,992	8043.06



TO: City Council
DATE: September 28, 2023
ITEM #: 6.C
SUBJECT: Consider approval awarding a contract for Water Utilities Labor and Equipment Rates. (Public Works)

Recommendation for Action: Award of contract beginning on January 1, 2024 for Labor and Equipment Rates.

Executive Summary: On August 10, 2023, the City of Marshall opened bids for the 2023 Labor and Equipment Rates. At the time of bid opening there were three (3) bids submitted with the results listed below:

- | | |
|-------------------------------|--------------|
| 1. Wicker Construction | \$20,091\day |
| 2. Duplichain Contractors LLC | \$24,700\day |
| 3. D&D Technologies | \$20,460\day |

Based on the requirements of award within the specifications package, Wicker Construction is the lowest responsible and responsive bidder with a daily rate of \$20,091. The staff is recommending that the contract for Labor and Equipment Rates be awarded to Wicker Construction. This contract will begin on January 1, 2024 and run for one calendar year. This allows the Water Utilities to embark on additional water and sewer pipe replacement\upgrade projects beginning in 2024, in addition to the ongoing improvement projects (East Ave watermain and East End Lift Station). The City has already acquired the necessary pipe supplies under a previous contract in 2022 and currently has these materials stockpiled at our local supplier in Longview. Planning efforts on the projects will begin in late 2023 with City Water and Sewer staff and crews identifying the first areas to begin construction in early 2024.

Budget Cost: \$250,000 per contract year. Funds will come from both ARPA-CFRG and operating budgets.

Staff Contact: Eric Powell, PE Director of Public Works

Attachments: 1. BidTab-2023WSU003LaborandEquipment

BID TABULATION

City Project: 2023 Labor and Equipment Bid

City Project Number: 2023-WSU-003

Bid Opening Time/Date: August 10, 2023 @ 11:00 am

Prepared By: Eric G. Powell, PE, Director/City Engineer

			Wicker Construction		Duplichain Contractors, LLC		D&D Technologies	
		COLUMN #1	COLUMN #2	COLUMN #3	COLUMN #2	COLUMN #3	COLUMN #2	COLUMN #3
ITEM NO.	DESCRIPTION	Number of Event Days	Daily Rate Per Unit	Extension	Daily Rate Per Unit	Extension	Daily Rate Per Unit	Extension
A	Single Axle Dump Trucks	10	\$ 1,007.00	\$ 10,070.00	\$ 600.00	\$ 6,000.00	\$ 400.00	\$ 4,000.00
B	Four (4) Wheel Drive Backhoe	100	\$ 992.00	\$ 99,200.00	\$ 1,000.00	\$ 100,000.00	\$ 900.00	\$ 90,000.00
C	Mini-excavator	100	\$ 1,042.00	\$ 104,200.00	\$ 1,000.00	\$ 100,000.00	\$ 550.00	\$ 55,000.00
D	Articulated Wheel Loader	20	\$ 1,092.00	\$ 21,840.00	\$ 1,500.00	\$ 30,000.00	\$ 650.00	\$ 13,000.00
E	Tandem Axle Dump Truck	140	\$ 1,157.00	\$ 161,980.00	\$ 800.00	\$ 112,000.00	\$ 550.00	\$ 77,000.00
F	Track Excavator Backhoe	50	\$ 1,177.00	\$ 58,850.00	\$ 2,000.00	\$ 100,000.00	\$ 650.00	\$ 32,500.00
G	Track Excavator Backhoe w/Compactor	10	\$ 1,277.00	\$ 12,770.00	\$ 2,200.00	\$ 22,000.00	\$ 850.00	\$ 8,500.00
H	Track Excavator Backhoe w/Hydraulic Hammer	20	\$ 2,111.00	\$ 42,220.00	\$ 2,500.00	\$ 50,000.00	\$ 950.00	\$ 19,000.00
I	Dozer (35-40 ton)	1	\$ 1,227.00	\$ 1,227.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00
J	Dozer (8-10 ton)	3	\$ 1,127.00	\$ 3,381.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
K	Grader	1	\$ 1,227.00	\$ 1,227.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
LINE	LABOR COMPONENTS	Number of Event Days	Daily Rate Per Unit	Extension	Daily Rate Per Unit	Extension	Daily Rate Per Unit	Extension
L	Single Axle Trucks	10	\$ 557.00	\$ 5,570.00	\$ 500.00	\$ 5,000.00	\$ 320.00	\$ 3,200.00
M	Single Axle Trucks	120	\$ 769.00	\$ 92,280.00	\$ 600.00	\$ 72,000.00	\$ 350.00	\$ 42,000.00
N	Rubber Tire Equipment Operator	150	\$ 592.00	\$ 88,800.00	\$ 800.00	\$ 120,000.00	\$ 320.00	\$ 48,000.00
O	Heavy Laborer	50	\$ 515.00	\$ 25,750.00	\$ 500.00	\$ 25,000.00	\$ 270.00	\$ 13,500.00
P	Common Laborer	140	\$ 571.00	\$ 79,940.00	\$ 600.00	\$ 84,000.00	\$ 350.00	\$ 49,000.00
Q	Track/Rubber Tire Equipment Operator	50	\$ 769.00	\$ 38,450.00	\$ 600.00	\$ 30,000.00	\$ 350.00	\$ 17,500.00
LINE	SPECIAL COMPONENTS	Number of Event Days	Daily Rate Per Unit	Extension	Daily Rate Per Unit	Extension	Daily Rate Per Unit	Extension
R	Mobilization/Demobilization	20	\$ 2,882.00	\$ 57,640.00	\$ 2,000.00	\$ 40,000.00	\$ 3,200.00	\$ 64,000.00
S	Total Amount Bid (Sum of Column #3, lines A thru R) for Section 1: Projects		\$ 20,091.00	\$ 905,395.00	\$ 24,700.00	\$ 906,500.00	\$ 20,460.00	\$ 549,000.00

As Read


 Eric G. Powell, PE
 Director of Public Works/City Engineer

8/10/2023

Date



TO: City Council
DATE: September 28, 2023
ITEM #: 6.D
SUBJECT: Consider approval of an expenditure in excess of \$50,000 for a 2023 Ford F250 Crew Cab for Support Services. (Support Services)

Recommendation for Action: Requesting approval of an expenditure in excess of \$50,000 for a 2023 Ford F250 Crew Cab for Support Services.

Executive Summary: This expenditure is to cover the cost of the price increase for the 2023 Ford F250 Crew Cab for Support Services.

Budget Cost: \$61,636.55

Staff Contact: Randy Pritchard, Support Services Director

Attachments: 1. price increase ford



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF MARSHALL

Prepared by: RICK BROWN

Contact: WILLIAM HUFFMAN

Phone: 409.659.1555

Email: _____

Email: RBROWN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F250

Date: November 25, 2022

A. Bid Item: W2A

A. Base Price: \$ 45,742.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2023 FORD F250 CREW CAB	\$ -	Z1	EXTERIOR - WHITE	\$ -
	164" WB / 8' BED	\$ 279.00	AS	INTERIOR - GRAY VINYL	\$ -
	6.2L V8 GAS	\$ -			
44S	6 SPEED AUTOMATIC TRANS	\$ -			
90L	POWER EQUIPMENT GROUP	\$ 1,125.00			
X3E	3.73 ELOCKING REAR	\$ 390.00			
52B	TRAILER BRAKE CONTROLLER	\$ 270.00			
	4X4 UPGRADE	\$ 2,695.00			

Total of B. Published Options: \$ 4,759.00

Published Option Discount (5%): \$ (237.95)

C. Unpublished Options [not to exceed 25%]

\$= 24.1 %

Description	Bid Price	Options	Bid Price
READIN 56" CA STANDARD SERVICE BODY	\$ 9,980.00		
W/ LED ROP LIGHTING			
1000# SERVICE BODY LADDER RACK	\$ 1,595.00		
SPRAY IN LINER	\$ 425.00		
REAR VIEW CAMERA RELOCATE	\$ 150.00		

Total of C. Unpublished Options: \$ 12,150.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: FLEET ADJUSTMENTS

\$ (1,242.00)

G. Additional Delivery Charge: 0 miles

\$ 465.50

H. Subtotal:

\$ 61,636.55

I. Quantity Ordered 1 **x H =**

\$ 61,636.55

J. Trade in: _____

\$ -

K. TIPS Administrative Fee (INCLUDED)

\$ -

L. Total Purchase Price Including TIPS Fee

\$ 61,636.55



TO: City Council
DATE: September 28, 2023
ITEM #: 8.A
SUBJECT: Consider approval of an ordinance amending Chapter 27, Section 27-15.2 No Parking. (Public Works)

Recommendation for Action: Request approval to amend Chapter 27, Section 27-15.2 No Parking in the area of Bomar St and W. Pinecrest (TX43).

Executive Summary: Multiple concerns have been brought forth by both Council members as well as the general public regarding parking issues, restricted sight distances at the intersection of Bomar and W PineCrest causing potential hazards to the traveling public. A site meeting was conducted by members of the City Public Works Department and the Marshall Police Department to determine the area that needed to be identified as 'no parking.' There was also discussion regarding additional line striping and signage to further reinforce the changes. The attached map shows where the new\restriping will occur.

Budget Cost: +\1 \$2000 for line striping and additional signage

Staff Contact: Eric Powell, PE

Attachment 1. BomarStLineStriping2023

s: 2. UPDATE Sec. _27_15.2. ___No_parking_In_designated_areas__placement_of
_signs.



ESTIMATED QUANTITIES:		
1.	4" DOUBLE YELLOW CENTERLINE	430 LF
2.	24" STOP BAR	1
3.	RIGHT TURN ARROW	1
4.	LEFT TURN ARROW	1
5.	4" WHITE LANE DIVIDER	80 LF
6.	CURB LINE	860 LF
7.	"NO PARKING" STENCILS	4 (TWO PER SIDE)

ALL LINE STRIPING TO BE THE FOLLOWING:

Type II Marking Materials. Type II markings are paint-type materials that are applied at ambient or slightly elevated temperatures. Type II marking materials shall be in conformance with Texas Department of Transportation Materials Specification DMS-8200, "Traffic Paint (Solvent Based)" and Texas Department of Transportation Materials Specification DMS-8290, "Glass Reflective Spheres for Traffic Paint".

SCALE: 1" = 30'



PROPOSED IMPROVEMENTS
BOMAR ST & W PINECREST DR
CITY OF MARSHALL, TEXAS

DATE: 09/2023

REVISIONS:

PLAN TITLE:

PROPOSED
LINE
STRIPING

SHEET NO.:

1 of 1

AN ORDINANCE OF THE CITY OF MARSHALL, TEXAS

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MARSHALL, TEXAS, AMENDING CHAPTER 27 OF THE CODE OF ORDINANCES BY AMENDING SECTION 27-15.2 – NO PARKING – IN DESIGNATED AREAS, PLACEMENT OF SIGNS

WHEREAS, The City Council has agreed that Chapter 27, Section 27-15.2 needs to be amended.

WHEREAS, he City Council has determined that regulations needed are intended to protect the public health, safety, morals and general welfare.

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

SECTION 1. That Chapter 27, Traffic Ordinance, of the Code of Ordinances is hereby amended by amending Section 27-15.2, No Parking – In Designated Areas, Placement of Signs, which shall read as follows:

Sec. 27-15.2. No parking—In designated areas; placement of signs.

- (a) It shall be unlawful for any person to park a motor vehicle or trailer of any weight or size on a roadway or shoulder within the following designated "no parking" zones:
 - (1) North four hundred (400) feet along the western-most shoulder of U.S. Highway 59, beginning with the centerline of Poplar Street.
 - (2) South four hundred (400) feet along the eastern-most shoulder of U.S. Highway 59, beginning with the centerline of Poplar Street.
 - (3) On either the west or the east side of U.S. Highway 59, South between Cox Road and Martin Lake Road.
 - (4) The inside perimeter of the old County Courthouse Square (Peter Whetstone Square). This area is bound on the south by eastbound Houston Street, on the east by northbound Bolivar Street, on the north by westbound Houston Street, and on the west by southbound Wellington Street.
 - (5) The east side of Bolivar Street from an extension of a line from the south curb line of Peter Whetstone Square to the south curb line of East Houston Street.
 - (6) The west side of Wellington Street from an extension of a line from the North curb line of Peter Whetstone Square to the north curb line of West Houston Street.
 - (7) On either the north or south side of West Grand Avenue from a point fifty (50) feet west of the driveway of 3612 West Grand Avenue (La Casa Motel) to a point fifty (50) feet east of the driveway of 3508 West Grand Avenue.
 - (8) On either the north or south side of W. Merritt Street from its intersection with S. Washington Street to its intersection with Elsie Street, except for two (2) parking spaces on the south side of W. Merritt Street beginning approximately one hundred eighty (180) feet west of its intersection with S. Washington Street (said parking spaces to be marked by painted lines and each parking space to be twenty-two (22) feet in length and eight (8) feet in width).
 - (9) On either the north or south side of Johnson Street from its intersection with East End Boulevard (US Hwy 59) to its intersection with S. Garrett Street.
 - (10) On either the west side or the east side of U.S. Highway 59 South between the 2300 Block to the 2500 Block of South Highway 59.

- (11) On either the east or west side of Evans Street from its intersection with Herndon Street to its intersection with Rainey Street.
 - (12) On either the east side or west side of Jasper Drive from its intersection with Fitzgerald to John Reagan between the hours of 7:00 a.m. and 4:00 p.m. on school days.
 - (13) On the west side of Wiley Avenue between University Avenue to Moore Street; in addition, it be unlawful for any person to operate, stop or park a vehicle in this same area so as to needlessly, unnecessarily and unwarrantedly block, obstruct or interfere with the orderly flow of traffic, vehicular and/or pedestrian. Proof that such traffic was blocked, obstructed or interfered with shall be prima facie evidence that such blocking, obstructing and interference was needless, unnecessary and unwarranted.
 - (14) Parking shall be limited to a one (1) hour time limit from 8:00 a.m. to 5:00 p.m. Monday through Friday for parking on the west side of South Wellington Street from the intersection with West Bowie Street to a point one hundred (100) feet north of West Bowie Street and on the north side of West Bowie Street from the intersection with South Wellington Street to a point sixty-five (65) feet west of South Wellington Street.
 - (15) On the north side of Moore Street from its intersection with Grove Street to its intersection with Francis Street.
 - (16) On the north side of East Merritt Street and Henley Perry Drive in their entirety.
 - (17) The east and west side of the 1500 and 1600 block of Pecan St. adjacent to MISD property. No parking on school days between the hours of 7:30 a.m. and 4:00 p.m.
 - (18) 1400 block of Five Notch Road East and West from the 1600 block of Dunbar Street South to the dead end. No Parking on school days between the hours of 7:30 AM. and 5:00 PM. This area will be enforced by citation or towing.
 - (19) 2100 block of Bomar Street from Pinecrest Drive (TX43) north to Forrest Terrace, both sides of the street. This area will be enforced by citation or towing.
- (b) Exception: The following are deemed to be exceptions to this ordinance [subsections (a)(4)—(6)] and parking in strict compliance herewith shall not be unlawful or in violation of this section:
- (1) The inset area north of the Old Courthouse is designated as a parking and waiting area for licensed taxicab only; and
 - (2) The inset area south of the Old Courthouse is designated for tour bus parking only.
- (c) The city will place, or cause to be placed, signs to specifically designate "no parking" zones.
- (Ord. No. O-84-76, §§ 1, 2, 10-11-84; Ord. No. O-85-75, §§ 1—3, 10-24-85; Ord. No. O-86-30, § 1, 7-24-86; Ord. No. O-96-24, 10-24-96; Ord. No. O-02-27, 8-22-2002; Ord. No. O-07-02, § 2, 1-25-2007; Ord. No. O-08-01, § 2, 1-24-2008; Ord. No. O-09-14, § 2, 8-17-2009; Ord. No. O-09-22, § 2, 11-10-2009; Ord. No. O-11-04, § 2, 3-10-2011; Ord. No. O-12-05, § 2, 3-22-2012; Ord. No. O-18-18, § 2, 9-27-2018; Ord. No. O-21-10, § 1, 5-27-2021; Ord. No. O-22-07, 2-24-2022)

Editor's note(s)—Sections 1, 2 of Ord. No. O-84-76, adopted Oct. 1, 1984, amended Ch. 27 of the Code by adding the provisions set out above, but did not specify the exact manner of inclusion; hence, the substantive provisions of the ordinance were codified as § 27-15.2 at the editor's discretion. Subsequently, Ord. No. O-85-75, §§ 1—3 adopted Oct. 24, 1985 and Ord. No. O-86-30, § 1, adopted July 24, 1986, not specifically amendatory of the Code, were also included in § 27-15.2.



TO: City Council
DATE: September 28, 2023
ITEM #: 8.B
SUBJECT: Conduct a public hearing and consider approval of an ordinance vacating the City-owned alley in the 1200 block of Bomar St. (Public Works)

Recommendation for Action: Requesting approval to vacate a certain portion of a 15' wide alley-way located in the 1200 block of Bomar St as depicted oon the attached survey and metes and bounds description.

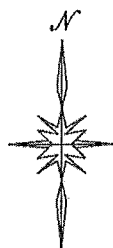
Executive Summary: Property owners located at Lot 8, Block 6 have requested through their real estate agent that the City vacate a portion of a 15'-wide alley so that they can then acquire said section and merge it with their existing lot to correct an encumbrance of an existing shed\garage. The attached survey and deed description displays the area of the alleyway and the attached overall map shows the general location.

Budget Cost: None.

Staff Contact: Eric Powell, PE

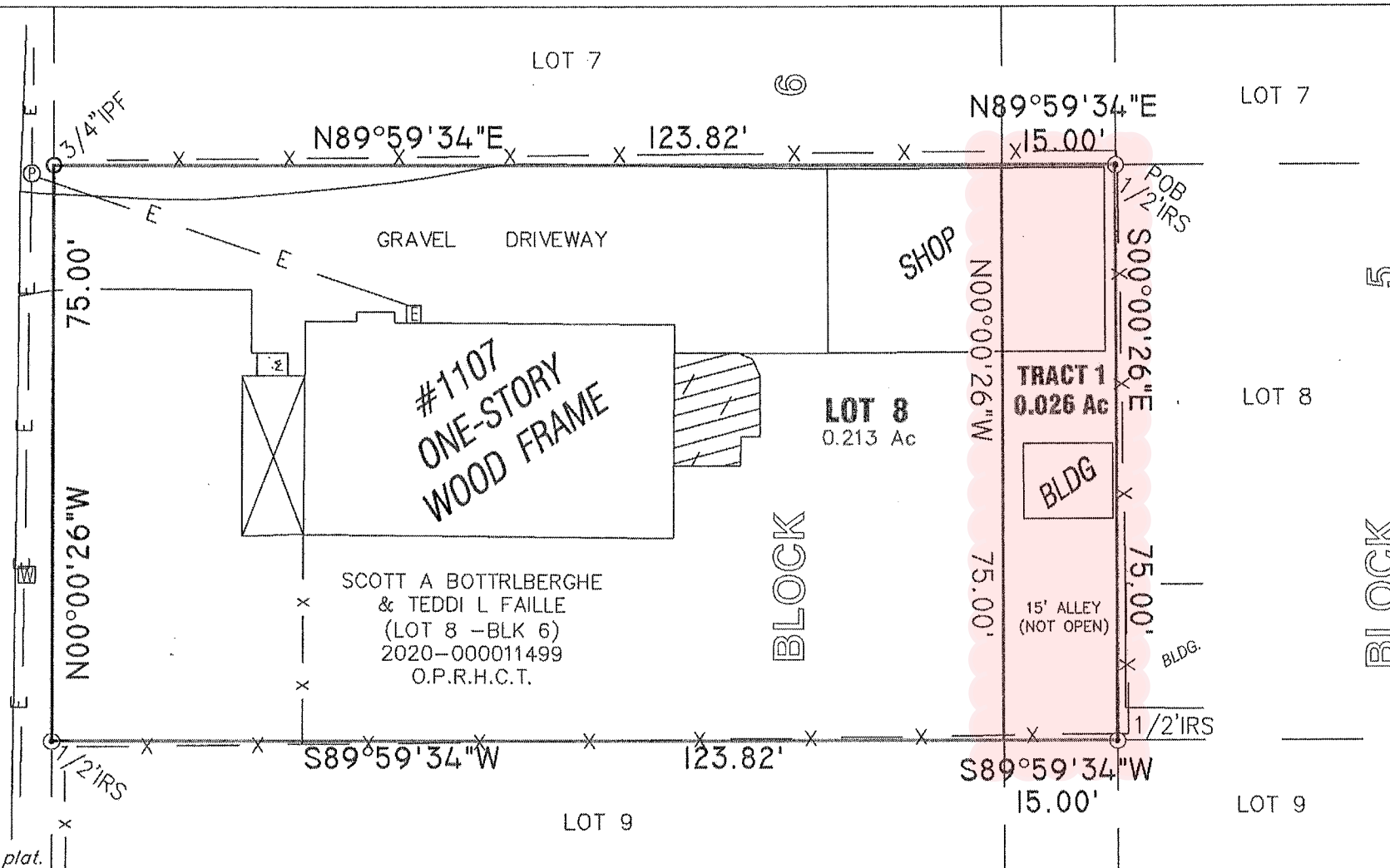
Attachments:

1. 231819 New Survey PlatEGP
2. 1204BomarStMAP



PETER WHETSTONE
A-756

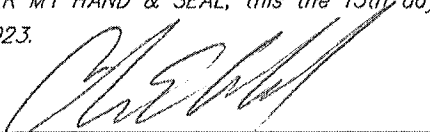
BOMAR STREET



See field notes for Tract 1 to accompany plat.

I, Chris E. Griffith, Registered Professional Land Surveyor, do hereby certify that this plat represents the results of a survey made on the ground under my supervision during the month of June, 2023. Corners are as shown on plat. There are no encroachments on said tract of land by buildings on the adjoining tracts. There are no visible highlines, pipelines, or other utility lines on said tract of land other than those serving same, and those shown on plat.

GIVEN UNDER MY HAND & SEAL, this the 15th day of June, 2023.

By: 
Chris E. Griffith
Registered Professional Land Surveyor
State of Texas No. 4846



LEGEND KEY	
	Power Pole
	Water Meter
	Electric Meter
IRS	Iron Rod Set
IPF	Iron Pipe Found

PLAT of SURVEY
SHOWING
1204 BOMAR STREET
LOT 8, BLOCK 6
and TRACT 1=0.026 ACRE
MEDILL - BOMAR HEIGHTS ADDITION
CITY OF MARSHALL
HARRISON COUNTY, TEXAS
SCALE: 1" = 20'

REFERENCE: MEDILL - BOMAR HEIGHTS ADDITION - VOLUME 61, PAGE 57 - D.R.H.CO.,TX.

GRIFFITH SURVEYING CO., LLC

501 N SPUR 63 - SUITE C3
LONGVIEW, TEXAS 75601
PH (903)295-1560 EMAIL: chris@gsco-rpls.com

SURVEY
PREPARED FOR
COLE BAILEY

FIRM No.10083600 JOB No.23-2134-1204

Griffith Surveying Co., LLC

501 N Spur 63 – SUITE C3
LONGVIEW, TX 75601
PH: 903-295-1560

June 15, 2023

FIELD NOTES FOR 0.026 ACRE OF LAND

BEING 0.026 acre of land situated in the City of Marshall, Harrison, County, Texas and being a part of that certain 15 foot wide alley located between Lot 8, Block 6 and Lot 8, Block 5 of the Medill – Bomar Heights Addition to said city as recorded in Volume 61, Page 57 of the Deed Records of said county; said 0.026 acre of land to be more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod set for the Northeast corner of this 0.026 acre tract and being the Northwest corner of the above referenced Lot 8, Block 5 and the Southwest corner of Lot 7, Block 5 and being in the East line of the above referenced alley;

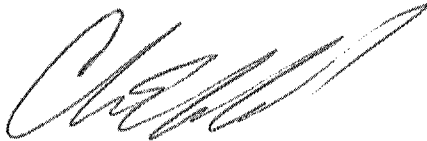
THENCE South 00°00'26" East, a distance of 75.00 feet with the West boundary line of said Lot 8, Block 5 and the East line of said alley to a ½ inch iron rod set for the Southwest corner of said Lot 8, Block 5 and the Northwest corner of Lot 9, Block 5;

THENCE South 89°59'34" West, a distance of 15.00 feet to a point for the Southeast corner of the above referenced Lot 8, Block 6 and the Northeast corner of Lot 9, Block 6 in the West line of said alley;

THENCE North 00°00'26" West, a distance of 75.00 feet with the East boundary line of said Lot 8, Block 6 and the West line of said alley to a point for the Northeast corner of said Lot 8, Block 6 and the Southeast corner of Lot 7, Block 6;

THENCE North 89°59'34" East, a distance of 15.00 feet to the place of beginning and containing 0.026 acre of land.

See plat to accompany field notes.



Chris E. Griffith
Registered Professional Land Surveyor
State of Texas No. 4846
Job No. 23-2134-1204-A
Firm No. 10083600



CITY OF MARSHALL ROW\ALLEY VACATING MAP

ROW\ALLEY NAME: 1204 Bomar St



Date: 9/19/2023





TO: City Council
DATE: September 28, 2023
ITEM #: 8.C
SUBJECT: Conduct a public hearing and consider approval of an ordinance to adopt the annual budget of the City of Marshall, Texas for the 2024 fiscal year.
(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 28, 2023
ITEM #: 8.D
SUBJECT: Conduct a public hearing and consider approval of an ordinance affixing and levying 2023 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2024 fiscal year at a rate of \$0.565201 per \$100 of property value, *which is effectively a 11.79 percent increase in the tax rate. The tax rate of \$0.565201 will raise more taxes for maintenance and operations than last year's tax rate.* (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 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	\$0.505575 per \$100
VOTER-APPROVAL TAX RATE	\$0.635301 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, the City Council will consider approval of an ordinance affixing and levying the 2023 ad valorem taxes for the use and support of the municipal government of the City of Marshall for the 2024 fiscal year at a rate of \$0.565201 per \$100 of property value, which is effectively an 11.79% increase in the tax rate. The tax rate of \$0.565201 will raise more taxes for maintenance and operations than last year's tax rate.

Budget Cost: N/A

Staff Contact: Dawn Jones, Finance Director

Attachments: None



TO: City Council
DATE: September 28, 2023
ITEM #: 9.A
SUBJECT: Consider approval of a contract with Enterprise for fleet management services. (Support Services)

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

- Attachments:**
1. Master Equity Lease Agreement - Government
 2. GP1J - City of Marshall, Texas - TEXAS GOV Addendum to Equity
MLA - FM TRUST - 06.2023

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee’s funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2023 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of June, 2023 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Marshall, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the governing body of Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the governing body of Lessee. The parties further agree that should the governing body of Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of June, 2023.

City of Marshall, Texas (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____



TO: City Council
DATE: September 28, 2023
ITEM #: 9.B
SUBJECT: Report regarding the Tourism 2023 Departmental Update. (Tourism & Economic Development)

Recommendation for Action: Update and review Tourism Department 2023

Executive Summary:

Budget Cost: N/A

Staff Contact: LeAnne White | Tourism & Economic Development Administrator | 903.930.9385 | white.leanne@marshalltexas.net

Attachments: None



TO: City Council
DATE: September 28, 2023
ITEM #: 10.A
SUBJECT: An executive session pursuant to Texas Govt. Code Section 551.071. "Consultations with Attorney" to consult with the City Attorney in an executive session to seek his or her advice on legal matters concerning pending or contemplated litigation and upon a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney)

Recommendation for Action: Convene in an executive session pursuant to Texas Govt. Code Section 551.071. "Consultations with Attorney" to consult with the City Attorney in an executive session to seek his or her advice on legal matters concerning pending or contemplated litigation and upon a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Executive Summary:

Budget Cost: N/A

Staff Contact: Scott Rectenwald, City Attorney

Attachments: None