

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
January 11, 2024
6:00 PM

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

A. Presentation of the 2023 Employee of the Year.

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 Items to be Withdrawn From Consent Agenda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 December 14, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of the Firefighters Retirement Contributions. (Finance)
- C. Consider approval of an amendment to the Personnel Policy. (Human Resources)
- D. Consider approval of a new jail contract with Harrison County. (Police)
- E. Consider approval of an ordinance of the City of Marshall, Texas amending Section 2A-4 of the Code of Ordinances relating to the sale of alcoholic beverages during Christmas and Easter by adopting the hours and days of sale permitted under Texas Alcoholic Beverage Code Chapter 105; providing repealing and severability clauses, and an effective date. (City Attorney)

- F. Consider approval of an ordinance of the City of Marshall repealing provisions of the Code of Ordinances relating to offenses and establishing a curfew for minor children. (City Attorney)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Resolution

- A. Consider approval of a resolution executing a promissory note (the “Note”), payable to First Security Finance, Inc. (“Lender”) to enable the City (1) to finance water meters and related equipment, and (2) to pay costs of issuing the Note, all to be located within the boundaries of the City, in the maximum principal amount of \$14,127,800.34 and as security for the payment of the principal of and interest thereon, the City has agreed to pledge its ad valorem taxes.

9. City Manager Reports and Requests for City Council Consideration

- A. Presentation of the City of Marshall audit report for the 2022 fiscal year. (Finance)
- B. Collaborative discussion with The Uptown Agency on comprehensive branding strategies for the City of Marshall. (Economic Development & Strategic Initiatives)
- C. Consider award of contract - Perkins Plaza Grid Wall. (Public Works)
- D. Consider approval of an expenditure in excess of \$50,000 for network servers and related equipment. (Support Services)

10. Executive Session

- A. An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074 Personnel Matters: Review of Municipal Court Judge candidate(s).

11. Adjournment

Posted: January 8, 2024
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: January 11, 2024
ITEM #: 3.A
SUBJECT: Presentation of the 2023 Employee of the Year.

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: January 11, 2024
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the
December 14, 2023 Regular Council meeting. (City
Secretary)

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

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

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 12-14-23 minutes

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



Members
Amy Ware, District 4 - Mayor
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Micah Fenton, District 7

MINUTES
PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING
December 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 06:00 PM.

PRESENT:

Mayor and Council Members:

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

ABSENT: Councilmember Amanda Abraham

ADMINISTRATIVE STAFF PRESENT:

Terrell Smith, City Manager	Reggie Cooper, Fire Chief
Cliff Carruth, Police Chief	Dawn Jones, Finance Director
John Wheeler, IT Technician	Scott Rectenwald, City Attorney
Anna Lane, Community Services Director	
Chris Miles, Public Works Assistant Director	
Nikki Smith, City Secretary/Payroll Accountant	
Alex Agnor, Economic Development & Strategic Initiatives Director	

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.

Brynlee Ballesteros, Advocate of The Martin House Children's Advocacy Center, provided a brief presentation on the activities of The Martin House and explained how funds will be used if awarded to The Martin House Children's Advocacy Center.

4. Items to be Withdrawn From Consent Agenda

There were no items 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 Bonner made a motion to approve the Consent Agenda.

Councilmember Fenton seconded the motion, which passed by a vote of 5:0.

- A. Consider approval of the minutes from the November 9, 2023 Regular Council meeting. (City Secretary)
- B. Consider approval of the 2024 City Council meeting schedule. (City Secretary)
- C. Consider approval of Interlocal Agreements with Harrison County for Public Library Services, Ambulance/Rescue Services and Animal Shelter Services. (Finance)
- D. Consider approval of a resolution regarding contributions of Child Safety Fees to The Martin House Children's Advocacy Center. (Finance)
- E. Consider approval of awarding a contract for Water\Sewer Pipe Supplies. (Public Works)
- F. Consider approval of awarding a contract for Influent Basin Overflow Pump. (Public Works)
- G. Consider approval of awarding a contract for Water\Sewer Fittings, Parts, and Supplies. (Public Works)
- H. Consider approval of an ordinance amending the 2023 Annual Budget. (Finance)

6. Consideration of Items Withdrawn From the Consent Agenda

There were no items withdrawn from the Consent Agenda.

7. Public Hearing & Ordinance

- A. Conduct a public hearing and consider approval of an ordinance vacating a portion of a City ROW known as Rutherford St. (Public Works)

Scott Rectenwald, City Attorney, provided information regarding the process of vacating the unimproved City ROW known as Rutherford Street. The property owner at 906 Atkins made a formal request for the City to consider vacating this section. Scott Rectenwald asked for approval of an ordinance vacating the City ROW known as Rutherford Street.

Councilmember Truelove arrived at this point in the meeting.

Mayor Ware opened the public hearing.

No one came forward to speak.

Mayor Ware closed the public hearing.

Councilmember Bonner made a motion to approve an ordinance vacating a portion of a City ROW known as Rutherford St. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

8. Resolution

- A. Consider approval of a Resolution to cast votes for the Harrison Central Appraisal District Board of Directors. (City Manager)
Terrell Smith, City Manager, stated the City of Marshall has 274 votes for election of directors to the Appraisal District board which may be cast for any of the nominees. The resolution must be submitted to the chief appraiser of the Harrison Central Appraisal District before December 15, 2023.

Councilmember Bonner made a motion to cast 274 votes for Councilmember Leo Morris for the Harrison Central Appraisal District board. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

9. City Manager Reports and Requests for City Council Consideration

- A. Delinquent Property Tax and Fines & Fees Collections Report. (Finance)
Dawn Jones, Finance Director, introduced Elizabeth Vaughn and John Morris, MVBA, who provided information regarding the cases resolved and fines collected for cases held in Municipal Court. Elizabeth Vaughn presented the annual report regarding delinquent property tax and fines & fees collections.
- B. Consider approval of awarding a contract for 300\400 Block of N Washington Streetscape Project. (Public Works)
Chris Miles, Public Works Assistant Director, asked for approval to award a contract for the 300/400 block of N. Washington Streetscape Project to Casey Slone Construction at a cost of \$890,000. If approved, the work will begin in early January 2024 and be completed in approximately 120 days.

Councilmembers asked questions and discussed.

Councilmember Truelove made a motion to approve awarding a contract for

300\400 Block of N Washington Streetscape Project to Casey Slone Construction at a cost of \$890,000. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

- C. Consider approval of an expenditure in excess of \$50,000 for the installation of a National Fitness Court at City Park. (Support Services)

Terrell Smith provided information regarding the location and installation of a National Fitness Court. Terrell Smith asked for approval of an expenditure, not to exceed \$130,000, for the installation of a National Fitness Court at City Park. If approved, the project will begin in February 2024.

Councilmembers asked questions and discussed.

Councilmember Godfrey made a motion to approve an expenditure in excess of \$50,000 for the installation of a National Fitness Court in City Park. Councilmember Truelove seconded the motion, which passed by a vote of 6:0.

- D. Consider approval of a contract with the hospital for property next to city park. (Support Services)

Terrell Smith asked for approval of a lease agreement with the Harrison County Hospital Association for property next to City Park to allow the City to place the National Fitness Court.

Councilmembers asked questions and discussed.

Councilmember Morris made a motion to approve a lease agreement with the hospital for property next to City Park. Councilmember Fenton seconded the motion, which passed by a vote of 6:0.

- E. Approve financing contract for the Water Meter replacement project with Performance Services Inc. (Finance)

Dawn Jones introduced Chip Woods and Karen Ellis, Performance Services Inc., who presented information regarding the Water Meter Replacement Project and the ability to choose to incorporate repairs to the Convention Center. Chip Woods and Karen Ellis stated the cost for the Water Meter Replacement Project would be approximately \$9.958 million with a 6.5-year return on investment and the cost for the Convention Center repairs would be approximately \$2.86 million with a 20-year return on investment.

Terrell Smith stated both projects were on the original CIP plan for future years but can be addressed now. If approved, the project will begin in January and be completed in October 2024.

Councilmembers asked questions and discussed.

Dawn Jones asked for approval of the contract with Performance Services Inc. for the Water Meter Replacement Project and repairs to the Convention Center.

Councilmember Truelove made a motion to approve a contract which includes the upgrading of the meters to the City's water system, as well as, the improvements at the Marshall Convention Center, including the foundation, roof

and HVAC. Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.

- F. Approve Installation Contract with Performance Services Inc. for water meter replacement project. (Finance)
Dawn Jones asked for approval of the installation contract with Performance Services Inc. for the Water Meter Replacement Project.

**Councilmember Truelove made a motion to approve an installation contract with Performance Services Inc. for the Water Meter Replacement Project.
Councilmember Godfrey seconded the motion, which passed by a vote of 6:0.**

10. Adjournment

Councilmember Godfrey made a motion for adjournment. Councilmember Fenton 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: January 11, 2024
ITEM #: 6.B
SUBJECT: Consider approval of the Firefighters Retirement Contributions. (Finance)

Recommendation for Action:

Executive Summary: On September 27, 2018, Council approved City contributions to be made, to the Firefighters Relief and Retirement Fund, at the end of the year for unfilled vacancies that exist throughout the year. The calculation of the vacant position contribution was not specified.

I suggest that we clarify the calculation in order to provide the Fund with a budget amount they can expect each year. This information is essential to the Fund for completing reporting, expected amortization period, actuarial services, etc. The City will use this information to effectively budget the contribution.

The recommendation is that during budget preparation, the City will budget filled positions at their current rate, including certification pay, and vacant positions at entry level pay. The City's retirement contribution will be budgeted at 21.8% of budgeted base pay including certification pay. If, at year, the amount the City contributed during the year falls short of the budgeted amount, the City will contribute the difference.

Budget Cost:

Staff Contact: Dawn Jones, Finance Director

Attachments: None



TO: City Council
DATE: January 11, 2024
ITEM #: 6.C
SUBJECT: Consider approval of an amendment to the Personnel Policy. (Human Resources)

Recommendation for Action:

Executive Summary:

3. Time Worked

~~Approved paid absences, including but not limited to sick leave, vacation leave, holiday bank leave, FMLA, military leave, jury and witness duty, funeral/bereavement leave, and voting time off are not counted as time worked for the purposes of computing overtime. Sick leave, bereavement leave, workers' compensation leave, military leave, administrative leave or any type of unexcused absence does not count toward the allowable number of hours worked in a work period. Vacation, holiday, jury duty, and compensatory time will be used to count toward hours worked in a pay period.~~

Budget Cost:

Staff Contact: Christol Hall

Attachments: None



TO: City Council
DATE: January 11, 2024
ITEM #: 6.D
SUBJECT: Consider approval of a new jail contract with Harrison County. (Police)

Recommendation for Action: Approve the contract which has already been approved the Harrison County Commission.

Executive Summary: The Harrison County Commission increased the jail contract by \$12 per day per inmate. This pricing price updated from the 09/15/2015 contract

Budget Cost: We anticipate that the 2024 budget will cover the increase in cost. We will monitor the budget throughout the year.

Staff Contact: Chief Cliff Carruth

Attachments: 1. Jail Marshall Police Department Interlocal Cooperation Agreement
04.04.23.1

JAIL CONTRACT
BETWEEN
CITY OF MARSHALL AND HARRISON COUNTY

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRISON

WHEREAS, Chapter 791, Texas Government Code, (the "Act"), encourages and authorizes governmental entities such as municipalities and counties to cooperate in projects of joint and mutual interest and benefit to the parties, especially to avoid duplication of services; and,

WHEREAS, the City of Marshall, Texas, hereinafter called "the City", and Harrison County, hereinafter called "the County", desire to enter into a contract pursuant to the Act for the parties to participate in a consolidated jail facility owned and operated by the County in exchange for consideration paid by the City; and,

WHEREAS, the City, by virtue of this Agreement will close and convert its existing detention facility for other uses, thereby becoming totally dependent upon the County for jail services; and,

WHEREAS, the County is prepared to provide adequate jail space sufficient to accommodate the City's needs during the period of this contract; and,

NOW, THEREFORE,

FOR AND IN CONSIDERATION of the premises, the City of Marshall, Texas, a Texas home rule city, hereinafter called "the CITY"; the County of Harrison, Texas, a political subdivision of the State of Texas, hereinafter called "the COUNTY"; and the Sheriff of Harrison County, Texas, hereinafter called "the SHERIFF", make and enter into this contract of this the _____ day of _____, 2023.

WITNESSETH:

The COUNTY and SHERIFF agree with the CITY that henceforth the SHERIFF will house, support, maintain, and confine in the Harrison County Jail, any person arrested or taken into custody by a city police officer charged by complaint before competent authority with an offense under the jurisdiction of the City of Marshall Municipal Court, and any person arrested or taken into custody by a city police officer (the term "city police officer" to include the duly appointed City Marshal of the City) and committed to said JAIL by a municipal court

judge, all said persons being hereinafter called CITY PRISONERS; and such persons shall remain as CITY PRISONERS and the responsibility of the CITY until such time as appropriate charges are filed with the appropriate officials (which charges are to be filed forthwith and immediately), or until such time as the said CITY PRISONERS are released as hereinafter provided in Paragraph II of this CONTRACT.

II.

- A. It is mutually agreed between the parties hereto that upon presentation by a city police officer of the CITY PRISONER and one of the following to with: (1) a signed complaint sworn to before competent authority, (2) a commitment or warrant signed by a municipal court judge, or (3) other legal authority, the SHERIFF wil book the CITY PRISONER and his or her property. The term CITY PRISONER shall only include individuals arrested and booked into the County Jail on “fine only” offenses as defined by state law or by City Ordinance.**
- B. The City shall be responsible for accepting bonds and payment of fines on prisoners arising out of Municipal Court warrants or prisoners brought to the jail by the City’s police officers on charges no greater than Class C misdemeanors or City Code violations. The City shall further be responsible for implementing a receipt/release system to enable release of City Inmates from the County jail after payment of such fines or bonds. The County shall assist the City in implementing such a receipt/release system.**
- C. The SHERIFF further agree that he will not release from custody, CITY PRISONER who has been placed in the Harrison County Jail until his or her discharge is lawfully ordered, or bail is posted, or until said CITY PRISONER is released to the CITY or other responsible officials or parties.**
- D. The Sheriff and the City’s Chief of Police shall promulgate any further rules of protocol necessary for the interaction of the two agencies under this contract.**

III.

- A. The City’s police officers shall submit proper charging documentation upon presenting an arrested person for incarceration in the County’s Jail. The City shall assume responsibility for actual arraignment of CITY PRISONERS brought to the jail on “Fine Only” offenses which are filed in the City Municipal Court; provided, however, the County shall assist such arraignment by presenting such prisoners for arraignment at the County’s facility.**

- B. The CITY will be responsible for processing all CITY PRISONERS through its identification procedure, at the time of booking said prisoners into the Harrison County Jail, but the SHERIFF may, at his option, fingerprint and photograph all CITY PRISONERS booked into the Harrison County Jail.**
- C. The County shall provide a facility suitable for arraignments by a Municipal Judge of prisoners charged with "Fine Only" offenses which are filed in the City Municipal Court. The City shall be permitted to store a reasonable supply of the City forms at such facility as required to process the City prisoners.**

IV.

- A. The CITY agrees to furnish and reimburse the COUNTY for costs of all CITY PRISONERS whether they become injured or sick before or after being booked in the Harrison County Jail. As to CITY PRISONERS that are actually lodged in the Harrison County Jail, the SHERIFF agrees that he will summon necessary medical help and transport said prisoners to a hospital when necessary, without undue delay. The SHERIFF'S officer in charge of the shift of the said JAIL will determine, upon presentation of any CITY PRISONER, whether or not at that time the said prisoner shall be transported by the CITY to a hospital.**

When it becomes necessary for a City Prisoner, as defined herein, to be hospitalized, the County shall contact the City through its designated representative, as soon as possible, to inform the City of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

The County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

- B. The City agrees that if a CITY PRISONER willfully, intentionally or knowingly damages or destroys any part of the said JAIL, or contents thereof, the CITY will reimburse the COUNTY for the amount of any such losses sustained by the COUNTY.**
- C. The CITY agrees to furnish its own peace officer to escort CITY PRISONERS to and from court and its own guards for sick CITY PRISONERS in a hospital.**

V.

- A. The term if this CONTRACT is for a period of (1) year from date of its execution.**
- B. This CONTRACT shall be automatically renewable for additional twelve month terms, each beginning one day after termination of the previous term, unless either party provide a minimum of twelve months advance written notice of intention not to renew the agreement.**

- C. This CONTRACT may be terminated upon twelve months written notice by either party delivered to the officer specified herein by the other party to receive notices. This CONTRACT will likewise terminate upon the happening of an event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of CITY PRISONERS.

VI.

- A. The City agrees to pay the COUNTY, the sum of Eighty Dollars (\$80.00) for the first day, and Fifty-Two Dollars (\$52.00) for each day after the first day, for each CITY PRISONER booked into the Harrison County Jail. This "first day" Eighty Dollar (\$80.00) fee breakdown is as follows; Fifty Two (\$52.00) for the housing of CITY PRISONERS and a Twenty Eight Dollar (\$28.00) administrative fee, for booking, processing, photographing, fingerprinting. The charge to the City for each prisoner day is hereinafter referred to as the "Fee". A day shall be any part of a calendar day, beginning at 12:00 o'clock A.M. and ending at 11:59:59 o'clock P.M. However, nothing in this sentence shall be construed to waive the Fee for a prisoner who is incarcerated and released within the same initial 24 hour period. (For example, a City Prisoner who is booked into the County Jail at 8:00 p.m. and then is released at 9:00 a.m. the following morning would result in a \$132.00 fee charged to the City.)
- B. The County shall submit an itemized invoice for the services provided each month to the City, within the first 10 days of the month immediately following the month services were provided. Invoices will be submitted to the officer of the City designated to receive the same on behalf of the City. The City shall make payment to the County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Harrison County, Texas and shall be remitted to:

Harrison County Auditor
200 West Houston, Room 326
Marshall, Texas 75670

VII.

The CITY agrees, to the extent allowed by law, to save, hold harmless and indemnify the COUNTY and the SHERIFF (and his successors in office) from any claims for damages for which the COUNTY or the SHERIFF may be held liable to or for a CITY PRISONER because of acts or omissions of any CITY employee. The COUNTY agrees to save, hold harmless and indemnify the CITY from any claims for damages for which the CITY may be held liable to or for any CITY PRISONER because of the acts or omissions of any COUNTY employee while said prisoner is in the HARRISON COUNTY JAIL.

VIII.

It is mutually agreed between the parties hereto that in the event of an emergency situation or condition at the Harrison County Jail, which precludes the booking or keeping of additional prisoners in the said JAIL the SHERIFF may decline to book or keep a CITY PRISONER in the Harrison County Jail.

IX.

This CONTRACT for governmental functions and services which are of mutual concern to the parties hereto is made and entered into pursuant to and as authorized under the provisions of Chapter 791 the Texas Government Code and as otherwise authorized by Law.

Notwithstanding any other provision hereof either party hereto may terminate this contract at any time without cause or reason whatsoever, by giving the other party at least thirty (30) days written notice of the intentions to terminate this agreement mailed to the other party's last known address. Any such termination shall not give rise to any claim for damages of any kind by the other party; which damages, if any, are waived and relinquished.

EXECUTED, in triplicate originals, on this the _____ day of _____, 2023.

HARRISON COUNTY, TEXAS

CITY OF MARSHALL, TEXAS

By: _____
County Judge

By: _____
City Manager (As Authorized)

Date Signed: ____/____/____

Date Signed: ____/____/____

Harrison County Sheriff

Chief of Police

Date Approved: ____/____/____

Date Approved: ____/____/____

ATTEST:

ATTEST:

Harrison County Clerk

City of Marshall, City Secretary



TO: City Council
DATE: January 11, 2024
ITEM #: 6.E
SUBJECT: Consider approval of an ordinance of the City of Marshall, Texas amending Section 2A-4 of the Code of Ordinances relating to the sale of alcoholic beverages during Christmas and Easter by adopting the hours and days of sale permitted under Texas Alcoholic Beverage Code Chapter 105; providing repealing and severability clauses, and an effective date. (City Attorney)

Recommendation for Action: Requesting approval of the ordinance.

Executive Summary: This ordinance amends our alcohol sales ordinance to adopt state laws regarding the days and hours of sale which are permitted.

Budget Cost: N/A

Staff Contact: Scott Rectenwald, City Attorney

Attachments: 1. Alcohol Sales Ordinance

AN ORDINANCE OF THE CITY OF MARSHALL, TEXAS AMENDING SECTION 2A-4 OF OF THE CODE OF ORDINANCES RELATING TO THE SALE OF ALCOHOLIC BEVERAGES DURING CHRISTMAS AND EASTER BY ADOPTING THE HOURS AND DAYS OF SALE PERMITTED UNDER TEXAS ALCOHOLIC BEVERAGE CODE CHAPTER 105; PROVIDING REPEALING AND SEVERABILITY CLAUSES, AND AN EFFECTIVE DATE

WHEREAS, on June 10, 1965, the City Commission for the City of Marshall adopted Section 2A-4 of the Code of Ordinances for the City of Marshall, which prohibits the sale of alcoholic beverages in the City on Christmas and Easter;

AND WHEREAS the Texas Legislature subsequently adopted Chapter 105 of the Texas Alcoholic Beverage Code, which preempts Section 2A-4 of the Code of Ordinances for the City of Marshall to the extent of any conflict;

AND WHEREAS the Council finds that 2A-4 is in actual conflict with the requirements of Chapter 105 of the Texas Alcoholic Beverages Code;

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

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

Section 2. That Chapter 2A, “Alcoholic Beverage”, of the Code of Ordinances of the City of Marshall, Texas, is hereby amended to delete the current section 2A-4 in its entirety, and replace it with the following language:

“2A-4. Hours of Sale and Consumption. The City Council hereby adopts the provisions of Chapter 105 of Texas Alcoholic Beverage Code, and any amendments thereto adopted by the Texas Legislature, as to the permitted hours and days of sale and consumption of alcoholic beverages.”

Section 3. That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

Section 4. That all other prior ordinances or portions of ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. That if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance is hereafter determined to be invalid or in violation of the laws of the State of Texas or the Constitution of the United States by of court of appropriate jurisdiction, such finding of invalidity shall affect the continued enforcement only of the provision or provisions so determined to be invalid, it being the intent of the City Council of the City of Marshall that all other terms and provisions of this ordinance not affected shall remain in full force and effect.

Section 6. That this ordinance shall be effective from and after its passage as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

AYES: _____

NOES: _____

ABSTAINED: _____

MAYOR OF THE CITY COUNCIL OF
THE CITY OF MARSHALL, TEXAS

ATTEST:

Nikki Smith, City Secretary

APPROVED AS TO FORM:

Scott Rectenwald, City Attorney



TO: City Council
DATE: January 11, 2024
ITEM #: 6.F
SUBJECT: Consider approval of an ordinance of the City of Marshall repealing provisions of the Code of Ordinances relating to offenses and establishing a curfew for minor children. (City Attorney)

Recommendation for Action: Requesting approval of the ordinance.

Executive Summary: This ordinance repeals our curfew ordinance since it has been pre-empted by state law.

Budget Cost: N/A

Staff Contact: Scott Rectenwald, City Attorney

Attachments: 1. Repeal of Curfew Ordinance

AN ORDINANCE OF THE CITY OF MARSHALL REPEALING PROVISIONS OF THE CODE OF ORDINANCES RELATING TO OFFENSES AND ESTABLISHING A CURFEW FOR MINOR CHILDREN

WHEREAS, in 2018 the City Council of Marshall adopted section 21-34 within Chapter 21 of the Code of Ordinances entitled “Offenses,” establishing a curfew for minors;

AND WHEREAS the Texas Legislature subsequently adopted House Bill 1819, which forbids Texas cities and counties from enforcing a curfew “to regulate the movements or actions of persons younger than 18 years of age;”

AND WHEREAS the Texas Legislature made House Bill 1819 effective as of September 1, 2023;

AND WHEREAS the Council finds that 21-34 is in conflict with the requirements of House Bill 1819;

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

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

Section 2. That Chapter 21, “Offenses”, of the Code of Ordinances of the City of Marshall, Texas, is hereby amended to delete section 21-34 in its entirety.

Section 3. That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

Section 4. That all other prior ordinances or portions of ordinances or portions of ordinances of the City of Marshall in conflict with the terms and provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. That the repeal of any ordinance or portion of any ordinance by this ordinance shall not affect the validity of any pending enforcement action or fines outstanding and due and payable on or before the effective date of this ordinance.

Section 6. That this ordinance shall be effective from and after its passage as required by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

AYES: _____

NOES: _____

ABSTAINED: _____

MAYOR OF THE CITY COUNCIL OF
THE CITY OF MARSHALL, TEXAS

ATTEST:

Nikki Smith, City Secretary

APPROVED AS TO FORM:

Scott Rectenwald, City Attorney

THE STATE OF TEXAS §
COUNTY OF HARRISON §
CITY OF MARSHALL §

1. The City Council of the City convened in a regular meeting on January 11, 2024, at the designated meeting place (the “Meeting”), and the roll was called of the duly constituted officers and members of said City Council, to wit:

OFFICE

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS
REGARDING A LOAN**

Page 24 of 51

officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor and the City Secretary of the City have duly signed the Resolution and hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED this January 11, 2024.

Mayor

City Secretary

SIGNATURE PAGE FOR CERTIFICATE FOR RESOLUTION

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS
REGARDING A LOAN**

WHEREAS, the City of Marshall, Texas (“City”) proposes to execute a promissory note (the “Note”), payable to First Security Finance, Inc. (“Lender”) to enable the City (1) to finance water meters and related equipment, and (2) to pay costs of issuing the Note, all to be located within the boundaries of the City, in the maximum principal amount of \$14,127,800.34 and as security for the payment of the principal of and interest thereon, the City has agreed to pledge its ad valorem taxes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, TEXAS AS FOLLOWS:

Section 1. The City Council agrees that it is appropriate for the officers of the City to execute the Note for the purposes described above, in the maximum principal amount of \$14,127,800.34 and at the maximum interest rate of 4.799% and, in order to secure the principal of and interest on the Note, to pledge its ad valorem taxes. During the term of the Note, the City covenants that prior to adopting a budget for any ensuing fiscal year the City shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay all amounts payable under the Note for such ensuing fiscal year and that the final budget for each fiscal year shall set aside and appropriate out of revenues generated from the City’s tax revenues and other revenues and funds lawfully available therefor an amount sufficient to pay all amounts payable under the Note. The City shall levy and agrees to assess and collect, a continuing direct annual limited tax on all taxable property within the boundaries of the City, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the City for the payment of all amounts payable under the Note, full allowance being made for delinquencies and costs of collection.

Section 2. Any one or more of the Authorized Officers of the City listed in Section 3 below is hereby authorized to execute, acknowledge, and deliver in the name and on behalf of the City to the Lender the Note, including all attachments and exhibits thereto; and the Note shall be in substantially the form presented at this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge, and deliver in the name and on behalf of the City any other agreement, instrument, certificate, representation, and document, and to take any other action as may be advisable, convenient, or necessary to enter into the Note, and the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 3. For the purpose of this resolution, any one of the Mayor or Mayor Pro Tem are “Authorized Officers” duly authorized to enter into the transaction and execute documents contemplated by this resolution in the name and on behalf of the City.

Section 4. This Resolution shall take effect immediately.



TO: City Council
DATE: January 11, 2024
ITEM #: 9.A
SUBJECT: Presentation of the City of Marshall audit report for the 2022 fiscal year. (Finance)

Recommendation for Action:

Executive Summary:

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: January 11, 2024
ITEM #: 9.B
SUBJECT: Collaborative discussion with The Uptown Agency on comprehensive branding strategies for the City of Marshall. (Economic Development & Strategic Initiatives)

Recommendation for Action:

Executive Summary: We will be joined by the Uptown Agency from Dallas, specialists in holistic branding solutions, to lead a dynamic session on the transformative power of branding for Marshall. This collaborative effort aims to craft a unique narrative for our city, reflecting our community's spirit and aspirations.

We'll embark on a creative journey to better understand our community, develop a distinctive logo and brand identity, a compelling tagline, and a messaging structure and brand architecture that encapsulates Marshall's vision and ethos. We will discuss how together we can integrate a broad spectrum of branding services, ensuring the seamless incorporation of these elements into the daily life of Marshall. This endeavor will not only enhance the city's image but also empower our staff and citizens, turning them into passionate ambassadors of our vibrant community.

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: January 11, 2024
ITEM #: 9.C
SUBJECT: Consider award of contract - Perkins Plaza Grid Wall. (Public Works)

Recommendation for Action: Recommending the acceptance of C.E. Marler's bid for the supply and installation of the structural steel grid wall located at the Perkins Plaza on N. Washington Ave.

Executive Summary: On December 13, 2023 the City took bids and opened them publicly for the Structural Steel Grid Wall project located at the old Perkins Building area downtown. Two bids were submitted by two local contractors and their responses are listed below:

C.E. Marler, Kilgore, TX	\$65,770
Casey Slone Construction, Marshall, TX	\$74,000

A review of the bid documents by KSA Engineers as well as the City Attorney was completed and C.E. Marler is the lowest responsible and responsive bidder. It is the staff's recommendation to award a contract for the supply and installation of the structural steel grid wall at the old Perkins Building to C.E. Marler for the amount of \$65,770.

Budget Cost: \$65,770

Staff Contact: Eric Powell, PE Director of Public Works

Attachments: 1. BidTabulationKSA100319

BID TABULATION

City Project: *Existing Wall at Perkins Park*
 City Project Number: *KSA-100319*
 Bid Opening Time\Date: *December 13, 2023 @ 2:00pm*
 Prepared By: *Eric G. Powell, PE, Director\City Engineer*

				Case Slone Construction Marshall, TX	C.E. Marler Kilgore, TX
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>Base Bid</u>	<u>Base Bid</u>
1	Total Lump Sum Base Bid	Ea	1	\$ 74,000.00	\$ 65,770.00

As Read



12/13/2023

Eric G. Powell, PE

Date

Director of Public Works and Utilities\City Engineer



TO: City Council
DATE: January 11, 2024
ITEM #: 9.D
SUBJECT: Consider approval of an expenditure in excess of \$50,000 for network servers and related equipment. (Support Services)

Recommendation for Action: Staff Recommendation of approval for expenditure for network equipment and related items.

Executive Summary: The City of Marshall has just recently upgraded its mail server and this is the continuation of the scheduled replacement of network equipment. We will be replacing two domain controller servers, one authentication server, one certificate server and one file server. Each of these servers are past their equipment replacement date and on an older version of the operating system.

Budget Cost: \$74,343.13

Staff Contact: Randy Pritchard, Support Services Director

Attachments: 1. Server Upgrade cost binder

Server Upgrade Cost

DC 1 Server	Lenovo	\$ 10,013.00
Microsoft Server OS	CDW	\$ 861.83
DC 2 Server	Lenovo	\$ 10,013.00
Microsoft Server OS	CDW	\$ 861.83
Auth 1 Server	Lenovo	\$ 10,013.00
Microsoft Server OS	CDW	\$ 861.83
Cert 1 Server	Lenovo	\$ 10,013.00
Microsoft Server OS	CDW	\$ 861.83
F/sServer	Lenovo	\$ 17,583.00
Microsoft Server OS	CDW	\$ 861.83
Microsoft Server OS	CDW	\$ 861.83
Microsoft Migration Services	Microsoft	\$ 5,997.00
Engineering Services	Emirical Networks	\$ 2,000.00
	sub total	\$ 70,802.98
	5% contingency	\$ 3,540.15
	total	\$ 74,343.13



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Review and Complete Purchase

JIMMIE RAMBO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFTC413	2/8/2023	MS QUOTE	6617160	\$26,930.21

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GOV MS MPSA WIN SVR STD CORE 16 SL Mfg. Part#: AAA-90059-CCF UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	10	4982316	\$861.83	\$8,618.30
GOV MS MPSA SQL SERVER STD SVR SL Mfg. Part#: AAA-03701-CCF UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	3977518	\$708.61	\$708.61
GOV MS MPSA SQL SERVER USER CAL Mfg. Part#: AAA-03340-CCE UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	10	3977527	\$165.66	\$1,656.60
GOV MS MPSA EXCH SRV STD SRV SL Mfg. Part#: AAA-03736-CCF Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5368782	\$529.55	\$529.55
Microsoft Office Professional Plus - license - 1 device Mfg. Part#: AAA-03509-CCF UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	35	3883331	\$440.49	\$15,417.15
SUBTOTAL				\$26,930.21

SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$26,930.21

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF MARSHALL PURCHASING DEPT PO BOX 698 MARSHALL, TX 75671-0698 Phone: (903) 935-4421 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF MARSHALL PURCHASING DEPT 401 S ALAMO BLVD MARSHALL, TX 75670-4269 Phone: (555) 555-5555 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Rachel Petersen | (866) 246-8134 | rachel.petersen@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$26,930.21	\$728.46/Month	\$26,930.21	\$839.41/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Customer Name: CITY OF MARSHALL
Customer Number: 1214412223



Bid Request No. BRDNS005147073 V1
Created On: 29-Nov-2023
Last Updated: 29-Nov-2023
Master Contract No. MC98261286

Sales Representative: Matthew Talbot
Phone Number: +1 (919) 8742948
Email: mtalbot@lenovo.com
Contract: 5323951006
Shipping Condition: GL Standard

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email to place your order.

PRODUCT AND SERVICE DETAILS

Part Number	Description	Qty	Unit Price	End Date	Total
7Z73VPH000	ThinkSystem SR650 V2-3yr Warranty	4	6,700.00	31-Jan-2024	26,800.00
5374CM1	Configuration Instruction	4	0.00	31-Jan-2024	0.00
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	4	0.00	31-Jan-2024	0.00
5AS7A83094	Hardware Installation (Business Hours) for SR650	4	320.00	31-Jan-2024	1,280.00
5PS7A67997	Premier Essential - 5Yr 24x7 4Hr Resp + YDYD SR650 V2	4	3,514.00	31-Jan-2024	14,056.00
5MS7B07547	CO2 Offset 30 Metric Tonnes	4	229.00	31-Jan-2024	916.00
				Grand Total	USD 43,052.00



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

CONFIGURATION DETAILS

Components	Description	Qty
7Z73VPH000	ThinkSystem SR650 V2-3yr Warranty	4
BN AQ	Enable selection of latest options and features where available. Previous versions are disabled. To be able to select the previous versions, select None.	1
BH8H	ThinkSystem 2U 2.5" Chassis with 8, 16 or 24 Bays	1
BFYE	Operating mode selection for: "Efficiency - Favoring Performance Mode"	1
BB2Z	Intel Xeon Silver 4314 16C 135W 2.4GHz Processor	2
B965	ThinkSystem 32GB TruDDR4 3200 MHz (2Rx8 1.2V) RDIMM	4
5978	Select Storage devices - configured RAID	1
BM35	ThinkSystem RAID 940-16i 4GB Flash PCIe Gen4 12Gb Adapter	1
B9XD	Controller 1 HW RAID Array 1 RAID 1	1
BA7Q	ThinkSystem 2.5" S4620 480GB Mixed Use SATA 6Gb HS SSD	2
B8LU	ThinkSystem 2U 8x2.5" SAS/SATA Backplane	1
BPPY	ThinkSystem Intel X710-T4L 10GBase-T 4-Port OCP Ethernet Adapter	1
B8LL	ThinkSystem 2U PCIe Gen3 x16/x8/x8 Riser 1 or 2	1
B8LJ	ThinkSystem 2U PCIe Gen4 x16/x8/x8 Riser 1 or 2	1
BHTU	ThinkSystem V2 750W(230V/115V) Platinum Hot-Swap Power Supply v2	2
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	2

Components	Description	Qty
AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	1
BH8F	ThinkSystem 2U V3 Standard Fan Module	6
B8LA	ThinkSystem Toolless Slide Rail Kit v2	1
BMJ7	ThinkSystem 2U EIA Latch Standard (Left) v2	1
B0MK	Enable TPM 2.0	1
B7XZ	Disable IPMI-over-LAN	1
B97L	ThinkSystem SR650 V2 MB	1
BHSS	MI for PXE with RJ45 Network port	1
B0ML	Feature Enable TPM on MB	1
BHS7	UEFI Operating Modes Support	1
2302	RAID Configuration	1
B8K0	ThinkSystem 2U MS 24x2.5" SATA/SAS HDD Type Label1	1
B97C	ThinkSystem SR650 V2 Agency Label	1
B97B	XCC Label	1
AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	1
B8JV	ThinkSystem 750W Pt Power Rating Label WW	1
B97A	ThinkSystem SR650 V2 Service Label for LI	1
AWF9	ThinkSystem Response time Service Label LI	1
B97E	ThinkSystem SR650 V2 Model Number Label	1
BMPF	ThinkSystem V3 2U Power Cable from MB to Front 2.5" BP v2	1
BETS	ThinkSystem V3 2U SFF C0 (RAID) to Front 8x2.5" BP1	1
BA29	ThinkSystem 1U SuperCap Cable from Riser3 to SFF RAID	1
BE0E	N+N Redundancy With Over-Subscription	1
AVEN	ThinkSystem 1x1 2.5" HDD Filler	6
AVEQ	ThinkSystem 8x1 2.5" HDD Filler	2
BXGY	Right EIA with FIO assembly	1
B955	ThinkSystem 4R ICX CPU HS Clip	2
BHT2	2U 165W Heatsink	2
B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	1
AVWK	ThinkSystem EIA Plate with Lenovo Logo	1
B986	ThinkSystem HV 2U WW General PKG BOM	1
BHJN	2U MB PSU Airduct	1
AUNP	ThinkSystem RAID 930/940 SuperCap	1
BC4X	MS 2FH Riser Filler	1
BHWJ	ThinkSystem 2U MS 3FH Riser1 Cage v2	1
BHWL	ThinkSystem 2U MS 3FH Riser2 new Cage	1
BMJ8	ThinkSystem 2U EIA Latch with FIO (right) v2	1
BA12	Controller 1 HW RAID Array 1 HDDs	2
BK14	Low voltage (100V+)	1
B8KY	Thinksystem WW Lenovo LPK	1
BBAM	G3 x16/x8/x8 PCIe Riser B8LL for Riser 1 Placement	1
BBAR	G4 x16/x8/x8 PCIe Riser B8LJ for Riser 2 Placement	1
A2HP	Configuration ID 01	1
5374CM1	Configuration Instruction	4
BM31	ThinkSystem RAID 940-16i 4GB Flash PCIe Gen4 12Gb Adapter Placement	1
A2JX	Controller 01	1
A2HP	Configuration ID 01	1
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	4

Components	Description	Qty
1341	Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S	1
3444	Registration only	1

TERMS AND CONDITIONS

Prices quoted are valid through 31-Jan-2024 but are subject to change due to events outside Lenovo's reasonable control which may necessitate a price increase. Pricing does not include taxes, fees, or other charges which may be imposed on the items purchased.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf>

Thank you for choosing Lenovo!

Customer Name: CITY OF MARSHALL
Customer Number: 1214412223



Bid Request No. BRDNS005147079 V1
Created On: 29-Nov-2023
Last Updated: 29-Nov-2023
Master Contract No. MC98261286

Sales Representative: Matthew Talbot
Phone Number: +1 (919) 8742948
Email: mtalbot@lenovo.com
Contract: 5323951033
Shipping Condition: GL Standard

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email to place your order.

PRODUCT AND SERVICE DETAILS

Part Number	Description	Qty	Unit Price	End Date	Total
7Z74S5U400	ThinkSystem ST650 V2 3yr Warranty	1	13,494.00	31-Jan-2024	13,494.00
5374CM1	Configuration Instruction	1	0.00	31-Jan-2024	0.00
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	1	0.00	31-Jan-2024	0.00
5PS7A73140	Premier Essential - 5Yr 24x7 4Hr Resp + YDYD ST650 V2	1	2,469.00	31-Jan-2024	2,469.00
7XB7A00046	ThinkSystem 3.5" 10TB 7.2K SAS 12Gb Hot Swap 512e HDD	4	405.00	31-Jan-2024	1,620.00
				Grand Total	USD 17,583.00



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

CONFIGURATION DETAILS

Components	Description	Qty
7Z74S5U400	ThinkSystem ST650 V2 3yr Warranty	1
BNAQ	Enable selection of latest options and features where available. Previous versions are disabled. To be able to select the previous versions, select None.	1
BA63	ThinkSystem ST650 V2 16x3.5" Chassis	1
BFYE	Operating mode selection for: "Efficiency - Favoring Performance Mode"	1
BB2Z	Intel Xeon Silver 4314 16C 135W 2.4GHz Processor	2
9017	Enable Memory Mirroring	1
B966	ThinkSystem 64GB TruDDR4 3200 MHz (2Rx4 1.2V) RDIMM	16
5978	Select Storage devices - configured RAID	1
BM35	ThinkSystem RAID 940-16i 4GB Flash PCIe Gen4 12Gb Adapter	1
B9XD	Controller 1 HW RAID Array 1 RAID 1	1
BA4Y	ThinkSystem 3.5" S4620 1.92TB Mixed Use SATA 6Gb HS SSD	2
B9XJ	Controller 1 HW RAID Array 2 RAID 1	1
AUUG	ThinkSystem 3.5" 10TB 7.2K SAS 12Gb Hot Swap 512e HDD	8
B9XQ	Controller 1 HW RAID Array 3 RAID 5	1
BA5Q	ThinkSystem ST650 V2/V3 3.5" SAS/SATA 4-Bay Backplane	3
BA5X	ThinkSystem ST650 V2 4x3.5" HDD Cage	1
BMXB	ThinkSystem Intel X710-T4L 10GBase-T 4-Port PCIe Ethernet Adapter	1

Components	Description	Qty
BHTU	ThinkSystem V2 750W(230V/115V) Platinum Hot-Swap Power Supply v2	2
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	2
BA5T	ThinkSystem ST650 V2 Performance Fan Kit	4
AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	1
BA5M	Thinksystem ST650 V2 Planar	1
B0MK	Enable TPM 2.0	1
B7XZ	Disable IPMI-over-LAN	1
BH57	UEFI Operating Modes Support	1
2302	RAID Configuration	1
B0ML	Feature Enable TPM on MB	1
BA12	Controller 1 HW RAID Array 1 HDDs	2
BA13	Controller 1 HW RAID Array 2 HDDs	2
BA14	Controller 1 HW RAID Array 3 HDDs	6
BK14	Low voltage (100V+)	1
BA66	ThinkSystem ST650 V2 PDB to MB Power Cable, 175mm	1
BA6D	ThinkSystem ST650 V2 PDB to MB Signal Cable, 200mm	1
AUTA	XCC Network Access Label	1
BA73	Thinksystem ST650 V2PDB	1
B8KY	Thinksystem WW Lenovo LPK	1
BA6R	ThinkSystem ST650 V2 Slimx8toBPSlimex4x2,590mm	1
BA6S	ThinkSystem ST650 V2 Slimx8toBPSlimex4x2,840mm	1
BA6W	ThinkSystem ST650 V2 PDB to 3.5" BP Power, 455mm	1
BA6X	ThinkSystem ST650 V2 PDB to 3.5" BP Power, 355mm	2
BE0E	N+N Redundancy With Over-Subscription	1
BJLM	RTX4000- Group 0	1
BK0F	T4 Upg_S8- Group 4	1
BA74	ThinkSystem ST650 V2 4x1x3.5 SS HDD Filler	1
AVJ3	ThinkSystem 1x1 3.5" HDD Filler	2
BBE9	SAS/SATA Label	2
BA4Z	ThinkSystem ST650 V2 CPU Heatsink	2
B955	ThinkSystem 4R ICX CPU HS Clip	2
BA52	ThinkSystem ST650 V2 Service Label LI	1
BHH0	ThinkSystem ST650 V2 Package for Standard Tower Mode	1
AWF9	ThinkSystem Response time Service Label LI	1
BA54	ThinkSystem ST650 V2 Model Label	1
BA57	ThinkSystem ST650 V2 Power Rating Label - 750W Platinum -AC	1
BBEB	GA, w/ CCC, w/BIS (750W, 1100W)	1
AUNP	ThinkSystem RAID 930/940 SuperCap	1
AUVF	ThinkSystem SR850/SR860/SR675 V3 RAID Card Supercap Cable	1
ASFE	Notice for Advanced Format 512e Hard Disk Drives	1
B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	1
A2HP	Configuration ID 01	1
5374CM1	Configuration Instruction	1
BM31	ThinkSystem RAID 940-16i 4GB Flash PCIe Gen4 12Gb Adapter Placement	1
A2JX	Controller 01	1
A2HP	Configuration ID 01	1
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	1
1341	Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S	1

Components	Description	Qty
3444	Registration only	1

TERMS AND CONDITIONS

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Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf>

Thank you for choosing Lenovo!

Create a new support request

The information you provide helps us quickly route and resolve your request. [Learn More](#)

Step 1: Product and Support Type

Select the product family (Required)

What product or service do you need help with? (Required)

Select the product version (Required)

Which category best describes the issue? (Required)

Which problem best describes the issue? (Required)

Types of Support (Required)

- ☒ Professional Support 5-pack (24x7 support)
Start Date (9/30/23), End Date (9/29/24), 1 incidents remaining

[Unavailable support plans](#) ✓

What is the severity of your issue? (Required)

For Phone Support

If you need to call in for support, please find the best phone number here:

[Click here for more details](#) 

Talk to an expert in the

Microsoft Support Community

Join the 300M customers who get help from the Community each year and get answers to your technical support issues.

[Ask your question](#)

Emerging and Known issues

1. Authentication failures on the server or client for services

After installing [May 10, 2022 - KB5013944](#) update on your domain controllers, you might see machine certificate authentication failures on the server or client for services such as Network Policy Server (NPS),

[View more](#) ✓

When would you like to receive support? (Required)

☒ 24/7 support

Where are you located? This helps us route your issue. (Required)

United States

▼

What time zone are you in? (Required)

(UTC-06:00) Central Standard Time

▼

Preferred contact method ⓘ (Required)

Phone

▼

Do you need to purchase or add more support plans? ▼

Step 2: Issue Description

How would you summarize the issue? (Required)

Summarize the issue

Use the template below to provide more details about the issue. (Required)

Please describe the issue in 2-3 sentences. Include what you're trying to accomplish when the issue occurs.

When did it begin and how often does it occur?

What errors do you see?

What's the environment and are there recent changes?

What have you tried to troubleshoot this?

Step 3: Contact Details and Sharing

Create a new support request

The information you provide helps us quickly route and resolve your request. [Learn More](#)

Step 1: Product and Support Type

Select the product family (Required)

What product or service do you need help with? (Required)

Select the product version (Required)

Which category best describes the issue? (Required)

Which problem best describes the issue? (Required)

Types of Support (Required)

- ☒ Professional Support 5-pack (24x7 support)
Start Date (9/30/23), End Date (9/29/24), 1 incidents remaining

[Unavailable support plans](#) ✓

What is the severity of your issue? (Required)

For Phone Support

If you need to call in for support, please find the best phone number here:

[Click here for more details](#) 

The listed resources in this article can help  you troubleshooting Active Directory Migration Tool (ADMT).

Talk to an expert in the

Microsoft Support Community

Join the 300M customers who get help from the Community each year and get answers to your technical support issues.

[Ask your question](#)

Emerging and Known issues

1. Support policy for Active Directory Migration Tool

See the following articles to understand the level of support for

[View more](#) ✓

When would you like to receive support? (Required)

☒ 24/7 support

Where are you located? This helps us route your issue. (Required)

United States

▼

What time zone are you in? (Required)

(UTC-06:00) Central Standard Time

▼

Preferred contact method ⓘ (Required)

Phone

▼

Do you need to purchase or add more support plans? ▼

Step 2: Issue Description

How would you summarize the issue? (Required)

Summarize the issue

Use the template below to provide more details about the issue. (Required)

Please describe the issue in 2-3 sentences. Include what you're trying to accomplish when the issue occurs.

When did it begin and how often does it occur?

What errors do you see?

What's the environment and are there recent changes?

What have you tried to troubleshoot this?

Step 3: Contact Details and Sharing

Create a new support request

The information you provide helps us quickly route and resolve your request. [Learn More](#)

Step 1: Product and Support Type

Select the product family (Required)

What product or service do you need help with? (Required)

Select the product version (Required)

Which category best describes the issue? (Required)

Which problem best describes the issue? (Required)

Our Virtual Agent has been specifically designed to assist with this issue ×
40% of our customers, who use the Virtual Agent, are able to solve the problem without further assistance



Try the Virtual Agent ×

Types of Support (Required)

For Phone Support

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[Click here for more details](#) ↗

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[Ask your question](#)

Emerging and Known issues

Windows release health The Windows release health page is designed to inform you about known issues so you can troubleshoot known issues your users may be experiencing in your organization.

- Check sections of [Windows release health page](#) on docs.microsoft.com for each impacted OS version.

[View more](#) ✓

☐ **Professional Support 5-pack (24x7 support)**
Start Date (9/30/23), End Date (9/29/24), 1 incidents remaining

[Unavailable support plans](#) ✓

Where are you located? This helps us route your issue. (Required)

United States ✓

What time zone are you in? (Required)

(UTC-06:00) Central Standard Time ✓

[Do you need to purchase or add more support plans?](#) ✓

Step 2: Issue Description

How would you summarize the issue? (Required)

Summarize the issue

Use the template below to provide more details about the issue. (Required)

Please describe the issue in 2-3 sentences. Include what you're trying to accomplish when the issue occurs.

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What errors do you see?

What's the environment and are there recent changes?

What have you tried to troubleshoot this?

Step 3: Contact Details and Sharing



TO: City Council
DATE: January 11, 2024
ITEM #: 10.A
SUBJECT: An Executive Session pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code under Section 551.074
Personnel Matters: Review of Municipal Court Judge candidate(s).

Recommendation for Action: Convene in Executive Session to conduct interviews for Municipal Court Judge.

Executive Summary: Interviews for Municipal Court Judge will be held.

Budget Cost: N/A

Staff Contact: Terrell Smith, City Manager

Attachments: None