CITY OF MARSHALL, TEXAS
REGULAR CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, AUGUST 13, 2020, 6:00 P.M.

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

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5. **CONSENT AGENDA**

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

A. Consider approval of the minutes from the July 23, 2020 Regular meeting.
Page 5

B. Street Sweeping Activity Report. (Public Works Director)
Page 9

C. Municipal Court Activity Report. (Acting Finance Director)
Page 12

D. Consider approval of a contract with the Harrison County Election Administrator for the November 3, 2020 Elections. (Acting City Secretary)
Page 18

6. **RESOLUTIONS**

A. Consideration and action on a resolution calling the remaining outstanding City of Marshall Combination Tax & Limited Surplus Revenue Certificates of Obligation, Series 2010 and City of Marshall Limited Tax Note, Series 2018 for redemption prior to maturity; and enacting other provisions relating to the subject. (City Manager)
Page 29

B. Consider approval of a Resolution setting a date and time for a public hearing on the fiscal year 2021 budget. (Acting Finance Director)
Page 39

7. **ORDINANCE**

A. Consideration and action on an ordinance authorizing the issuance and sale of City of Marshall, Texas Limited Tax Note, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said note; and enacting other provisions relating to the subject. (City Manager)
Page 42

8. **SECOND READING OF ORDINANCE**

A. Consider an ordinance amending the official zoning map regarding a rezoning a property described as 24.166 acres of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). The property is located on the west side of South Washington Avenue between Oakley Drive and Alice Hope Road, more commonly known as 3409 Washington Avenue. (Director of Community & Economic Development)
Page 68

9. **CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**
Page 85

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: Annual evaluation of Municipal Court Judge.
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11. **ADJOURNMENT**
Page 87

Posted: August 10, 2020
5:00 p.m.
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 48-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office 903-935-4446.

ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2

INVOCATION AND PLEDGES

ITEM 3

CITIZEN COMMENTS

ITEM 4

ITEMS TO BE WITHDRAWN FROM CONSENT AGENDA

ITEM 5A

CONSENT AGENDA

APPROVAL OF THE MINUTES FROM THE JULY 23, 2020 REGULAR MEETING

MINUTES OF THE REGULAR MEETING OF THE
CITY COMMISSION OF THE CITY OF MARSHALL
THURSDAY, JULY 23, 2020
12:00 PM

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

PRESENT:

MAYOR: Terri Brown, District 3

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

ADMINISTRATIVE STAFF PRESENT:
Mark Rohr, City Manager
Cliff Carruth, Police Chief
Scott Rectenwald, Acting City Attorney
Randy Pritchard, Support Services Superintendent
Wes Morrison, Community & Economic Development Director
Glenna Williams, Acting City Secretary/Finance Director
Stormy Nickerson, Management Analysis/Communications Coordinator
Nikki Smith, Deputy City Secretary/Payroll Accountant

INVOCATION & PLEDGE: Commissioner Hurta

158. **CITIZEN COMMENTS**

Billie Ruth Hankins, Linden, Longhorn Barrel Racing, asked the Commission to consider reopening the arena and stated she would participate on a committee to advise City Staff of procedures for a safe reopening.

Tim Huff, 1104 Stuart Lane, asked the Commission to consider reopening the arena.

Martha Reyenga, Benton, LA, asked the Commission to consider reopening the arena.

Mark Rohr, City Manager, stated the arena and other city venues have remained closed per the Governor's orders in response to the COVID pandemic.

Jenna Beth Blair, 493 Quail Haven Road, China Spring, TX, asked the Commission to consider reopening the arena.

Dina Reynolds, asked the Commission to consider reopening the arena.

Toni McCoy, Longview, asked the Commission to consider reopening the arena.

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

There were no items withdrawn from the Consent Agenda.

160. **CONSENT AGENDA**

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

A. Consider approval of the minutes from the July 9, 2020 Regular meeting.

B. Monthly financial report.

161. **PUBLIC HEARING AND ORDINANCE**

A. Conduct a public hearing and consider an ordinance amending the official zoning map regarding a rezoning a property described as 24.166 acres of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). The property is located on the west side of South Washington Avenue between Oakley Drive and Alice Hope Road, more commonly known as 3409 Washington Avenue.

Wes Morrison, Community & Economic Development Director, asked for the approval of an ordinance amending the official zoning map regarding a 24.166 acre tract of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). He stated the Planning and Zoning Commission approved the change by a vote of 5:0 pending two conditions: 1. Phase 1 is only allowed until a second entrance is created and 2. Staff vehicles are not allowed to park on South Washington.

Commissioners asked questions and discussed.

Mayor Brown opened the public hearing.

Guy Barr provided further details regarding this item.

Mayor Brown closed the public hearing.

Commissioner Lewis made a motion to approve an ordinance amending the official zoning map regarding a 24.166 acre tract of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). Commissioner Calhoun seconded the motion, which passed with the following vote:

Ayes: 5, Mayor Brown, Commissioners Lewis, Calhoun, Bonner and Hurta
Nays: 2, Commissioners Ware and Morris

CITY MANAGER REPORTS AND REQUESTS FOR CITY COMMISSION CONSIDERATION

162. CONSIDER APPROVAL OF THE APPOINTMENT OF AN ACTING CITY SECRETARY/FINANCE DIRECTOR.

Mark Rohr, City Manager, asked for approval to appoint Glenna Williams, Accounting/Finance Manager, to the position of Acting City Secretary/Finance Director.

Commissioner Calhoun made a motion to approve the appointment of Glenna Williams as Acting City Secretary/Finance Director. Commissioner Hurta seconded the motion, which passed with a vote of 7:0.

163. CONSIDER A MUNICIPAL ADVISORY AGREEMENT WITH HILLTOP SECURITIES.

Mark Rohr asked for approval of a standard three-year Municipal Advisory Agreement with Hilltop Securities. He stated the City of Marshall and Hilltop Securities have a relationship that dates back to 1986.

Commissioner Hurta made a motion to approve a three-year Municipal Advisory Agreement with Hilltop Securities. Commissioner Calhoun seconded the motion, which passed with a vote of 7:0.

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

There were no items withdrawn from the Consent Agenda.

165. **EXECUTIVE SESSION**

A. Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.071 – Consultation with Attorney to discuss matters related to pending or contemplated litigation.

Commissioner Lewis made a motion to convene into Executive Session. Commissioner Ware seconded the motion, which passed with a vote of 7:0. The time was 12:46 p.m.

The Commission reconvened from Executive Session. The time was 1:23 p.m.

Commissioners Lewis and Hurta left prior to adjournment.

166. **ADJOURNMENT**

Commissioner Bonner made a motion for adjournment. Commissioner Calhoun seconded the motion, which passed with a vote of 5:0.

APPROVED:

_____

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

ATTEST:

_____

Deputy City Secretary

Ordinances: O-20-20

ITEM 5B

CONSENT AGENDA

STREET SWEEPING ACTIVITY REPORT

City of MARSHALL TEXAS

TO: Members of the City Commission

FROM: Eric Powell, PE ELP
Director of Public Works/City Engineer

DATE: August 4, 2020

SUBJECT: Street Sweeping Activity Report for July 2020

The Street Sweeping Activity Report for the month of July 2020 is attached for review by the City Commission.

STREET SWEEPING ACTIVITY REPORT
JULY 2020

STREET NAME	NUMBER OF TIMES SWEPT
N. Allen Blvd.	1
S. Allen Blvd.	2
Austin St. (Downtown)	8
Bolivar St. (Downtown)	8
Buena Vista Dr.	1
Burleson St. (Downtown)	8
Carter St.	2
Carters Ferry Rd.	2
City Hall (adjacent streets)	1
Courthouse Square	8
Emory St.	2
Fisher Dr.	1
Henry St.	1
Marshall St.	1
Moore St.	1
Pemberton St.	1
Rosborough Springs Rd.	2
Rusk St. (Downtown)	8
Sanford St.	1
University Ave.	2
N. Washington Ave. (Downtown)	8
Wellington St. (Downtown)	8

TOTAL NUMBER SWEPT DURING MONTH OF JULY: 22

ITEM 5C

CONSENT AGENDA

MUNICIPAL COURT ACTIVITY REPORT

CITY OF MARSHALL

Monthly Report For Jul 2020

Cases Filed

STEP Site	Traffic	Penal	City Ordinance	Parking	Other	Total
0	226	12	4	8	9	259

Financial

State Costs	City Costs	Fines	Tech Fund	Bld Security	Total
$15,595.91	$8,880.88	$7,676.10	$3,734.90	$10,297.59	$46,185.38

Trials/Hearings

Jury	Bench	Appealed	Total
0	0	0	0

Warrants

Issued	Recalled	Served	Fees Collected	Amount Collected	Outstanding
28	35	68	$2,080.88	$13,240.60	$2,751,188

Dispositions

Paid	Time Served	Dismissed	Appealed	Total
138	42	56	0	238

Office of Court Administration – Austin, TX

- OCA monthly report data compiled from the **October 2019** report (submitted 11/19/2019) revealed the following data:

  Active cases: 1,338
  Inactive cases: 4,962

- OCA monthly report data compiled from the **November 2019** report (12/19/2019) revealed the following data:

  Active cases: 1,187
  Inactive cases: 5,147

- OCA monthly report data compiled from the **December2019** report (submitted 01/21/2020) revealed the following data:

  Active cases: 1,071
  Inactive cases: 5,193

- OCA monthly report data compiled from the **January 2020** report (submitted 02/20/2020) revealed the following data:

  Active cases: 947
  Inactive cases: 5,259

- OCA monthly report data compiled from the **February 2020** report (submitted 03/17/2020) revealed the following data:

  Active cases: 847
  Inactive cases: 5,292

- OCA monthly report data compiled from the **March 2020** report (submitted 04/21/2020) revealed the following data:

  Active cases: 812
  Inactive cases: 5,254

- OCA monthly report data compiled from the **April 2020** report (submitted 05/20/2020) revealed the following data:

  Active cases: 619
  Inactive cases: 5,291

- OCA monthly report data compiled from the **May2020** report (submitted 06/17/2020) revealed the following data:

  Active cases: 628
  Inactive cases: 5,347

- OCA monthly report data compiled from the **June 2020** report (submitted 07/15/2020) revealed the following data:

  Active cases: 740
  Inactive cases: 5,297

Community Service Applications

As of this report date (08.03.20) municipal court has 14 applications that were distributed to defendants at previous court proceedings. These were forwarded to Lt. Huffman at the Police Department for review and assignment to various entities for completion of hours.

This reflects no change in previous months' report and no community service has been performed during this period due to covid-19.

Update on Municipal Court recent plan to reduce inactive cases: **July 2020 Report**

Since the last commission report an interview board convened and an officer from the Marshall Police Department was selected to be assigned to Court Services. Officer Jose Burciaga was selected from five applicants. We look forward to working with Officer Burciaga with regards to the warrant service and community service program. (***Previously reported***)

The Amnesty program and warrant round up will be implemented upon the arrival of Officer Burciaga to the courts in addition to the court restrictions being lifted by the Texas Supreme Court and Office of Court Administration. ***(Previously reported***)

I have received a response from DPS regarding the OMNIBase program and I am working to finalize the MOU with Texas Department of Public Safety and the City of Marshall.

Updated 08.01.20: MOU has been forwarded from DPS to Judicial Staff for review of procedure regarding process of payment and documentation.

Leland J Benoit

Municipal Court Administrator

ITEM 5D

CONSENT AGENDA

CONSIDER APPROVAL OF A CONTRACT WITH HARRISON COUNTY ELECTION ADMINISTRATOR FOR THE NOVEMBER 3, 2020 ELECTIONS

Memorandum

To: Mark Rohr, City Manager

From: Glenna Williams, Acting City Secretary

Date: August 4, 2020

Subject: Contract with Harrison County Elections Administrator for the November 3, 2020 City of Marshall General Election and Special Elections

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Attached is the contract prepared by Donald Robinette, Harrison County Elections Administrator for the following November 3, 2020 City of Marshall elections:

- City Commissioners General Election for Districts 5, 6, and 7 and
- Special Election to fill a Vacancy for District 2, and
- Special Election reauthorizing the local sales and use tax for maintenance and repair of municipal streets
- Special Election for the adoption or rejection of proposed Charter propositions

I recommend approval of the contract.

Harrison County Elections Office
P.O. Box 8409
Marshall, Texas 75671
harrisoncountytexas.org/elections

Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burleson St.
Marshall – 75670

CONTRACT FOR ELECTIONS SERVICES

THE STATE OF TEXAS

COUNTY OF HARRISON

This contract, is made this 23rd day of July 2020, by and between the CITY OF MARSHALL, TEXAS, hereinafter called THE CITY, acting by and through Glenna Williams, otherwise known as the City Secretary/Finance Director for THE CITY and Donald Robinette, Elections Administrator of Harrison County, Texas, hereinafter the CONTRACTING OFFICER, pursuant to Texas Election Code Sec.31.092, for the conducting and supervision of the:

City Commissioners General Election for Districts 5, 6, and 7 and

Special Election to fill a Vacancy for District 2, and

Special Election regarding "The reauthorization of the local sales and use tax in the City of Marshall at the rate of one-eighth (1/8th) of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized." And

Special Election for the adoption or rejection of proposed Charter propositions,

To be held on Tuesday, November 3, 2020.

This contract is entered into in consideration of the mutual covenants and agreements hereinafter set out. It is agreed as follows:

I. The Contracting Officer, in connection with holding of said elections, shall assume the following responsibilities:

a. Appoint or shall be allowed to delegate the positions of Early Voting Clerk, Central Counting Station Manager, Tabulation Supervisor and Assistant Tabulation Supervisor, as provided for in Texas Election Code, Sec. 31.094 and 31.095.

b. The Harrison County Elections Office shall take responsibility for processing Early Voting Ballot By Mail requests.

c. Procure and distribute election supplies, including the preparation of election kits and the printing and distribution of ballots for both Early Voting and Election Day.

d. Procure, arrange for the programming and distribution of all election equipment.

This includes the use of HAVA mandated electronic equipment purchased from Hart InterCivic. The eScan, JBC and eSlate DAU/DRE (Disabled Access Unit/Direct-Recording Electronic) voting equipment will be used for Early Voting and Election Day OR such similar equipment should the county purchase new equipment before the November election.

e. Arrange for the publication of a Notice for the date, time and place of the Public Logic and Accuracy Test of the election equipment, and oversee said test.

f. Post notice of the date, time and place of a school of instruction for election judges and clerks, and conduct said school of instruction.

g. Arrange for the programming and testing materials to be used to test the voting equipment.

h. Arrange for the handling and distribution of election returns, preparation of the tabulation for the official canvass, and will, if needed arrange for the manual validation as required in the Texas Election Code, Se. 127.201.

i. In accordance with Sec. 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third-parties for election services and supplies. The cost of such third-party services is to be the responsibility of the CITY.

j. Arrange for the programming of the voting system based on the information provided by the CITY. This information shall include the correct spelling of all candidates' names, the office sought, order of names on the ballot and the English and Spanish translation of the office. The CITY shall pay for the cost of such programming.

k. Provide sufficient time for the CITY to review the ballot before it is finalized.

l. Arrange for the counting of votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.

m. Submit precinct by precinct reports to the Texas Secretary of State's office of all election returns for said election.

n. After completion of the unofficial tabulation of precinct results, the Harrison County elections Office shall distribute the election records to the CITY, except for those records that must be distributed to the Voter Registrar, in accordance with Sec. 66.051 of the Texas Election Code.

The Harrison County Elections Office is hereby appointed the custodian of ballots cast on the eSlate, DAU, DRE voting system consisting of the backup, and preservation of records in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Harrison County elections Office shall also maintain custody of the records pertaining to the operation of the JBC and eScan. Said records and election documents will be destroyed after the retention period (22 months from Election Day) which is mandated by Texas Election Law unless the CITY

notifies the Harrison County Elections Office in writing of their desire to collect said election records and or documents. This written notice must be received by the Harrison County Elections Office no later than 5 business days before the date to destroy said records and or documents.

o. The Contracting Office shall tabulate the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code, supervise the handling and distribution of election returns, voted ballots, etc., tabulate unofficial returns, assist in preparing the tabulation for the official canvass and certify the election results for representatives of the CITY.

II. THE CITY, in connection with holding the commissioner and special elections to be held on Tuesday, November 3, 2020 shall assume the following responsibilities and shall directly bear any attendant costs for the same:

a. Approve the appointment of the Election Day Judges and Clerks, as well as the Early Voting Ballot Board and Central County Station Judges and Clerks to be used in said elections.

b. Shall pay for any and all expenses involved with Early Voting Ballot by Mail requests for said elections.

c. The use of Harrison County elections Office Poll Pads and MIFI equipment to qualify voters by personal appearance during Early Voting and on Election Day.

d. The use of Harrison County elections Office eScan, JBC and eSlate DAU/DRE voting equipment to process and tally all voted ballots for said elections. NOTE: The Harrison County Elections Office shall manage all Early Voting election equipment, ballots and supplies at the Elections Office and for any Branch polling locations. Election Day voting equipment, ballots and supplies shall be picked up by the Election Day Judge and delivered back to the Elections Office at the close of Election Day voting.

e. Preparation of all election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office of body.

f. Posting or publications of elections notices.

g. The printing costs of any and all related materials for all ballots, Election Day and Early Voting, and all election materials for election kits involved with said elections as well as vendor programming. The vendor price list for ballots follows this schedule: 1 to 5 races costs $1500.00; 6-10 costs $2530.00; 11-20 costs $3300.00; 21-40 costs $4180 and 41 to 75 races costs $5260.

Additionally: if there is a cancellation or postponement of an election for whatever reason, there is a cancellation fee to the vender. The cancellation fee to the vender is based

on: if the ballots are at the proofing stage, then only one half the cost is billed, but if ballots are passed the proofing and audio ballots or more have been completed, then the entire cost is billed to the jurisdiction holding the election, i.e. city, school.

h. In the event of equipment failure, THE CITY will share in the expense for the necessary personnel for the purpose of hand counting all ballots cast in said election.

i. Pay an administrative fee not to exceed ten percent (10%) of the total amount of the contract to the Harrison County Elections Office; said payment to be deposited to the Election Contracts Fund of Harrison County.

j. Take all action necessary under law for calling the election, canvassing the returns and declaring the results.

k. Deliver to the Harrison County Elections Office as soon as possible, but not later than the 45th day before the election, the candidates that are to be printed on the ballot with the exact form, wording, spelling and Spanish translation that is to be used on the official ballot.

l. Provide the services necessary to translate any election documents into Spanish.

m. Pay the cost of conducting said elections within thirty (30) days from the date of billing; the cost will be determined by the actual cost schedule submitted with billing.

III. GENERAL CONDITIONS

a. A total of One Early Voting location, for the purpose of Early Voting by personal appearance on the CITY ballot initiatives, will be used for this/these elections;

Main Elections Office, 415 E Burleson, Marshall TX 75671

October 13-16 & 19-22, & 26-29 from 8:00 AM to 5:00 PM and

October 23rd and 30th from 7:00 AM to 7:00PM.

b. A total of TEN Election Day voting locations, for the purpose of Election Day voting by personal appearance on the CITY ballot initiatives, will be open on Tuesday, November 3, 2020:

Marshall Convention Center, 2501 E End BLVD, Marshall, TX, 7:00AM-7:00PM.

ETBU, Wiley, Lions Community Center, St. Marks Methodist Church, ESD 4 station 4, Airport, Arena, Library, Evangelical Presbyterian Church.

c. THE CITY agrees to save and hold harmless the Harrison County Elections Administrator and the Harrison County Elections Office from any and all claims made arising out of the failure or omission of the CITY to perform their obligations under this contract.

d. The Harrison County Elections Administrator and the Harrison County Elections Office agrees to save and hold harmless the CITY from any and all claims made arising out of the failure or omission of the Harrison County Elections Administrator or the Harrison County Elections Office to perform their obligations under this contract.

e. Should a lawsuit be filed as a result of this election, THE CITY agrees to provide (including the authority to select) and pay the legal fees and any associated costs of a defense by competent legal counsel and representation for the Harrison County Elections Administrator and Harrison County Elections Office personnel. Nothing in this agreement shall be construed as a waiver of any immunity or defense to which the CITY is entitled under statutory, constitutional or common law.

f. In the event of a recount, THE CITY agrees to pay any expenses incurred by the Harrison County Elections Office not covered by the charges assessed to that person requesting the recount. This would include, but not be limited to, the overtime of any Harrison County Elections Office personnel required to work beyond regular office hours in order to conduct said recount of this election.

g. Force Majeure Clause: Unless otherwise agreed in the contract between the parties, where a party fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party establishes that (a) it's failure to perform was caused by an impediment beyond its reasonable control and (b) that it could not reasonably have avoided or overcome the effects of the impediment.

This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the event and takes all reasonable steps to minimize damages and resume performance.

One or more of the following impediments would invoke this clause: war, armed conflicts or the serious threat thereof, hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy;

Plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;

Act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought;

Explosion, fire destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain

critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event").

IV. THE CONTRACTING OFFICE shall keep the original, signed contract onsite at the Elections Office and will file copies of this contract with the Harrison County Treasurer and the Harrison County Auditor. THE CITY shall maintain a copy of the contract as its central office.

V. DAMAGE TO HARRISON COUNTY ELECTIONS OFFICE VOTING EQUIPMENT

THE CITY recognizes and acknowledges responsibility for any actual expenses for repairs and or replacement for any damage or loss of equipment that occurs while the Harrison County Elections Office voting equipment is onsite for this/these elections and not covered under the Hart InterCivic warranty.

VI. THE CITY acknowledges that the following local political subdivisions located wholly or partly within Harrison County, will be holding an election at the same time as the CITY on the 3rd of November, 2020 unless one or more of such local political subdivisions cancels its election in accordance with Section 2.053 of the Texas Election Code: Waskom Independent School District, Karnack ISD, Hallsville ISD, City of Uncertain, City of Waskom, City of Hallsville

VII. THE CITY does hereby agree to hold a Joint Election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) listed above that is (are) also holding an election on the 3rd of November 2020 in all or part of the same territory and to execute with such other local political subdivision(s) a Joint Election Agreement.

In the event of such a Joint election, the CITY does hereby agree to share in the expenses common to all contracting parties.

It is also agreed upon that the CITY gives its consent to use the same Early Voting location and the services of the Election Clerks assigned.

It is agreed upon that the CITY gives its consent to use the same Election Day polling location and services of the Election Clerks assigned.

The CONTRACTING Officer agrees to charge only once for the use of voting equipment at a shared polling location and will divide the charges equally among the local political subdivisions using the same polling locations.

VIII. If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the CITY shall not be responsible for any expenses involved with or incurred by the other local political subdivisions involved in the Joint Election Agreement.

Should any of the other cities or schools cancel their election, The CITY acknowledges that it will be totally responsible for any and all expenses involved with the holding of the city election.

IX. THIS CONTRACT is made and performed in Harrison County Texas.

Signed and executed this 23rd day of July 2020

_____

City Manager

_____

City Secretary

Elections Administrator, Donald Robinette

Seal of the Harrison County Elections Office

Harrison County Elections Office

TO THE CITY OF MARSHALL: ESTIMATED COST OF ELECTION SERVICES CONTRACT

DESCRIPTION	SOLE	JOINT
Hart Ballot Production Services	$3300.00	$3300.00
Shipping MBB's, Ballots	200.00	100.00
Configuration/Testing	400.00	200.00
Pollbook config. Program, Test	300.00	150.00
Ballot by mail, estimated 500 @ $2.00 each	1000.00	500.00
MNM publish of Logic Accuracy Test	120.00	60.00
Election kit supplies, EV	54.00	27.00
Election kit supplies, ED	54.00	27.00
Rental poll books	300.00	150.00
Rental voting machine sets EV	400.00	200.00
Rental voting machine sets ED	400.00	200.00
MIFI connections, 10	504.00	270.00
Transportation voting equipment,10	250.00	125.00
EARLY Voting clerks: 3@108hr$9.00	1647.00	823.50
Election DAY Judge Fee,10	250.00	125.00
Election DAY judge and 3 clerks, 14 hrs each	5040.00	2520.00
8 member EVBB, CCSB, 8 hrs ea	576.00	288.00
4 member LPBB, 4 hrs each	144.00	72.00
Judge fee x 2	50.00	25.00
Overtime	300.00	150.00
Technical Support	300.00	150.00
SUBTOTAL	$ 15,400.00	$9350.00
ADMINISTRATIVE FEE 10%	1540.00	935.00
ESTIMATED TOTALS	**$16940.00**	**$10,285.00**

Harrison County Elections Office

P.O. Box 8409, Marshall, Texas 75671

To CITY OF MARSHALL—Election Contract—Scope of Work—Uniform Election

Voting Entities: City of Marshall, simultaneous election, some shared costs

Registered Voters: 13,959

Projected Voter Turnout/number of ballots: 6,000

Absentee Ballot Estimate: 500

Qualifying Voters: KnowInk apple 3 E tablets with polling application

Voting systems: Hart eScan with paper ballots; Hart JBC with eSlate DAU/DRE electronic ballots

Poll worker training: Yes in person at elections office.

Election Day: Tuesday, November 3rd 2020

Early Voting Timeframe: 10 days: October 13-16; 19 to 22 and October 26 to 29 from 8 to 5 and Fridays October 23rd and 30th from 7:00 AM to 7:00 PM.

Number of Early voting locations: One, main office

Equipment to be used: 1 eScan, 1 JBC and 2 eSlates; 3 e Poll Books with MIFI

Poll workers: 3

Number of Election DAY voting locations: TEN, Marshall Convention Center, ETBU, Wiley, Lions CC, St. Marks, ESD 4 Station 4, Airport, Arena, Library, Evangelical Presbyterian

Equipment to be used: 10 eScan, 10 JBC and 11 eSlates; 21 e poll books with MIFI

Poll workers: 40; 10 lead Judge and 30 clerks

Equipment Delivery and Pickup by Election Judge and clerks.

Payments should be made payable to “Harrison County” within 30 days of receipt of invoice.

For any questions please contact the Harrison County Election Office at 903-935-4822.

Thank You for the opportunity to administer your election!

ITEM 6A

RESOLUTION

APPROVAL OF A RESOLUTION CALLING THE OUTSTANDING COMBINATION TAX & LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010 AND LIMITED TAX NOTE, SERIES 2018 FOR REDEMPTION PRIOR TO MATURITY

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: August 4, 2020

Subject: Consideration and action on a resolution calling the remaining outstanding City of Marshall Combination Tax & Limited Surplus Revenue Certificates of Obligation, Series 2010 and City of Marshall Limited Tax Note, Series 2018 for redemption prior to maturity; and an ordinance authorizing the issuance and sale of City of Marshall, Texas Limited Tax Note, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said note; and enacting other provisions relating to the subject

---

These two agenda items accomplish many things for the City of Marshall. The resolution retires two current debt issues including the 2010 CO debt issue with a 3.6% interest rate and the 2018 tax note with a 2.92% interest rate. We receive approximately .4% to .5% interest on deposited funds. Our financial advisor says that we will save approximately $58,000 based on the difference in interest rates alone.

The ordinance involves the issuance of a tax note of $1,797,000 at approximately 1.4% to accomplish many city objectives, including some of those in the citizen-driven Mobilize Marshall Plan as we have discussed for quite some time. This will enable us to make needed building repairs as described in the attached and initiate the streetscaping in the first phase of the downtown redevelopment plan. We still have an extremely low debt level for a city of our size. We are able to do this with existing revenue and will not need to raise taxes to accomplish these objectives.

CITY OF MARSHALL
(Harrison County, Texas)

2020 Capital Financing Program

July 15, 2020

Cash Redemption of Existing Debt

Payment of 2010 Certificates of Obligation: (Were payable from I&S Tax Rate)	$ 318,043.04	*
Payment of 2018 Tax Notes: (Were payable from Water/Sewer revenues)	$ 565,413.82	*

** Assumes redemption on September 22, 2020.*

Additional Information:

Remaining Payments on 2010:	$ 338,075.00
Remaining Payments on 2018:	$ 602,814.40

Issuance of Tax Notes

Sources of Funds:	
Notes issued:	$ 1,797,000.00
Uses of Funds:	
Deposit to Project Fund:	$ 1,750,000.00
Costs of Issuance:	47,000.00
	$ 1,797,000.00

HilltopSecurities
A Hilltop Holdings Company

CITY OF MARSHALL
(Harrison County, Texas)

2020 Capital Financing Program

Debt Service Schedule - Preliminary

July 15, 2020

Fisc Year	Existing Payments				Redeemed Payments			Tax Notes Series 2020			New Combined Totals				
Ending	Total	Water/Sewer	HOT Taxes	AV Taxes	Total	Water/Sewer	AV Taxes	Principal	Interest	Total	Total	Water/Sewer	HOT Taxes	GF Subsidy	AV Taxes
12/31/2020	$ 1,748,229	$ (832,847)	$ (63,231)	$ 852,151	$ (13,837)	$ (8,191)	$ (5,647)				$ 1,734,392	$ (824,657)	$ (63,231)		$ 846,504
12/31/2021	1,580,877	(672,384)	(63,231)	845,262	(254,027)	(144,483)	(109,544)	$ 251,000	18,799	$ 269,799	1,596,648	(527,901)	(63,231)	$ (154,799)	850,718
12/31/2022	1,065,061	(149,556)	(63,231)	852,274	(260,446)	(149,556)	(110,891)	249,000	21,644	270,644	1,075,258		(63,231)	(155,644)	856,383
12/31/2023	1,071,072	(150,424)	(63,231)	857,417	(262,418)	(150,424)	(111,994)	252,000	18,158	270,158	1,078,812		(63,231)	(155,158)	860,423
12/31/2024	965,205	(150,161)	(63,231)	751,813	(150,161)	(150,161)		256,000	14,630	270,630	1,085,674		(63,231)	(155,630)	866,813
12/31/2025	811,867		(63,231)	748,636				259,000	11,046	270,046	1,081,913		(63,231)	(155,046)	863,636
12/31/2026	813,115		(63,231)	749,884				263,000	7,420	270,420	1,083,535		(63,231)	(155,420)	864,884
12/31/2027	820,872		(63,231)	757,641				267,000	3,738	270,738	1,091,610		(63,231)	(155,738)	872,641
12/31/2028	367,384		(63,231)	304,153							367,384		(63,231)		304,153
12/31/2029	367,618		(63,231)	304,387							367,618		(63,231)		304,387
12/31/2030	216,463		(63,231)	153,232							216,463		(63,231)		153,232
12/31/2031	216,954		(63,231)	153,723							216,954		(63,231)		153,723
12/31/2032	217,336		(63,231)	154,105							217,336		(63,231)		154,105
	$10,262,052	$(1,955,372)	$ (822,003)	$ 7,484,677	$ (940,889)	$ (602,814)	$ (338,075)	$ 1,797,000	$ 95,435	$ 1,892,435	$ 11,213,597	$ (1,352,557)	$ (822,003)	$ (1,087,435)	$ 7,951,602

Notes: The Notes are assumed to be dated and delivered on September 2, 2020.
The Redeemed Payments shown above are related to:
$315,000 Comb Tax and Rev Certs of Obligation, Series 2010 maturing in 2021 - 2023 and to be redeemed on September 22, 2020.
$561,000 Tax Notes, Series 2018 maturing in 2021 - 2024 and to be redeemed on September 22, 2020.
Notes are due on June 1 in each of the years shown. Interest is payable June 1 and December 1 beginning June 1, 2021.
Interest on the Notes is computed at 1.40% which is comparable to similar direct placements at this time.
The General Fund Subsidy is computed as the amount of debt service on the Notes above $110,000.

HilltopSecurities
A Hilltop Holdings Company.

DATA CENTER UPGRADE – ISSUES AND OPPORTUNITIES

The City of Marshall, Texas currently operates a data center at the Annex which is the control center for all City-wide network functions. Many of the components located within this center are multiple years old, some as many as ten years old. There have been no significant upgrades to the City's current technology footprint (increased bandwidth, increased data storage, or backup capacity to name a few) in quite some time. In addition, the City has recently required additional capabilities to support our new initiatives including teleconferencing, GIS support among others.

One particular component that is past it's "End of Life" period (occurred four (4) years ago) is the CISCO 6509 switch which supports some if not all network functionality from "Fast Ethernet Modules" to "Multi-Gigabit Services" to remote network analysis and security. The major concern with this piece of network hardware is when the next network outage occurs the IOS for the switch may not come back and will leave the City without any network capabilities.

There are many underlying issues on our current network platforms and all of them interface with the CISCO 6509 Catalyst switch. These issues can be corrected and resolved with an upgraded data center.

The services the City of Marshall IT department will be delivering to the end user will take advantage of new technology which will significantly reduce end-user frustration such as dropped connections to printers, slow or non-responsive access to the City's and other webpages as well as slow data retrieval speeds (GIS and Plan information) and will provide a more stable and robust environment in nearly every aspect of City operations. Some examples would include but not be limited to remote access to data servers, increased work productivity, video communications and online meetings among others. Also, the improved and upgraded data center and equipment will allow for increased data storage for GIS (digital mapping and asset management) related data sets, increased backup capacity and significant increase in access speeds for these large data files from remote locations.

In conclusion, the upgraded data center will improve our network infrastructure, bandwidth speed\capacity, faster and smoother data access, significant stabilization of video conferencing, more reliable web and email access, and the opportunity for expansion as technology continues to change and evolve.

Buildings\Grounds - Capital Improvement Plan **May 26, 2020**
Revised: 6/26/2020

Prepared By: R. Pritchard\E. Powell

Priority Capital Improvements - Buildings
Immediate Needs

Item No.	Description	Estimate	Contractor	Possible in house savings	Notes
1	Airport Park - Fencing	$ 18,000.00	$ 18,000.00	$ -	
2	Airport Park - Parking lots	$ 120,000.00	$ 120,000.00	$ 30,000.00	1
3	Gate Controllers MPD	$ 12,000.00	$ 12,000.00	$ -	
4	Arena - Electrical	$ 152,000.00	$ 152,000.00	$ -	2
5	Arena - Parking lot	$ 110,000.00	$ 110,000.00	$	3
6	Arena Gutters	$ 15,000.00	$ 10,000.00	$ 5,000.00	
7	City Hall - Walkway	$ 50,000.00	$ 50,000.00	$ -	
8	Convention Center - Roof	$ 250,000.00	$ 250,000.00	$ -	
9	Convention Center Ext Doors	$ 8,000.00	$ 8,000.00	$ -	
10	MFD Sta 4 -Driveway	$ 5,000.00	$ 5,000.00	$ 3,000.00	3
11	MPD leak in Lobby	$ 30,000.00	$ 30,000.00	$ 3,000.00	
12	Cost of relocating\upgrading data center	$ 160,000.00	$ 75,000.00	$ 25,000.00	4
13	A/C Replacement FD Sta 2 & 4	$ 25,000.00	$ 25,000.00	$ 2,500.00	
14	Library - Parking Lot	$ 45,000.00	$ 42,500.00	$ 2,500.00	
	TOTALS:	**$ 1,000,000.00**	**$ 907,500.00**	**$ 68,500.00**	

notes: 1) DPW can assist in base prep ahead of the paving contractor
2) Estimated by electrical engineer
3) $90k is cost of stone
4) DPW may be able to assist in interior sheetrock

Future Capital Improvements
(2022-2023 Budget Years)

Item No.	Description	Estimate
1	11 units at convention center	$ 380,000.00
2	Lions Community Center Remodel	$ 80,000.00
3	City Park - Restroom	$ 120,000.00
4	City Park - Fencing	$ 20,000.00
5	Convention Center - stage AC	$ 55,000.00
6	Drainage MFD Sta 2	$ 6,000.00
7	City Hall - Elevator Modernization	$ 70,000.00
8	(1) Siren 30 years old	$ 50,000.00
9	High Bay lights MFD Central	$ 7,500.00
	TOTALS:	**$ 788,500.00**

Future Capital Improvements
(2024 Budget Year or later)

Item No.	Description	Estimate
10	Extended Parking MPD	$ 45,000.00
11	Arena Roof Addition	$ 45,000.00
12	Areana rodeo chutes	$ 25,000.00
13	Remodel CC Auditorium	$ 500,000.00
14	Non Consensual Tow Yard	$ 35,000.00
	TOTALS:	**$ 650,000.00**

A RESOLUTION CALLING THE REMAINING OUTSTANDING CITY OF MARSHALL COMBINATION TAX & LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010 AND CITY OF MARSHALL LIMITED TAX NOTE, SERIES 2018 FOR REDEMPTION PRIOR TO MATURITY; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Marshall, Texas (the "City") has issued, and there are currently outstanding, the City of Marshall Combination Tax & Limited Surplus Revenue Certificates of Obligation, Series 2010 (the “Certificates”) and City of Marshall Limited Tax Note, Series 2018 (the “Note” and together with the Certificates, the "Outstanding Obligations"); and

WHEREAS, in the ordinances that authorized the issuance of the Outstanding Obligations (the "Prior Ordinances"), the City reserved the option to redeem the Outstanding Obligations before their scheduled maturity in whole or in part at a price equal to the principal amount of the Outstanding Obligations so called for redemption plus accrued interest to the redemption date; and

WHEREAS, the Outstanding Obligations may be redeemed prior to maturity from amounts available therefor in the interest and sinking fund of the City, which has been created for the payment of the Outstanding Obligations, and such redemption will reduce future debt payment requirements of the City; and

WHEREAS, this City Commission finds and determines that it is necessary and in the best interests of the City to redeem with funds available for such purpose the following Outstanding Obligations:

Limited Tax Note, Series 2018

Original Maturity	Principal Amount Outstanding	Principal Amount Redeemed	Principal Amount Remaining After Redemption
06/15/2021	$130,000.00	$130,000.00	$0
06/15/2022	$139,000.00	$139,000.00	$0
06/15/2023	$144,000.00	$144,000.00	$0
06/15/2024	$148,000.00	$148,000.00	$0

Combination Tax & Limited Surplus Revenue Certificates of Obligation, Series 2010

Original Maturity	Principal Amount Outstanding	Principal Amount Redeemed	Principal Amount Remaining After Redemption
06/15/2021	$100,000.00	$100,000.00	$0
06/15/2022	$105,000.00	$105,000.00	$0
06/15/2023	$110,000.00	$110,000.00	$0

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject

of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551. Now, Therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS

Section 1. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2. Redemption of Outstanding Obligations.

(a) The Outstanding Obligations are hereby called for redemption on September 22, 2020 (the "Redemption Date"), at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. Interest on the Outstanding Obligations shall cease to accrue on the Redemption Date.

Section 3. Authorization of Actions.

(a) The Paying Agent/Registrars for the Outstanding Obligations are hereby directed to provide to the holders thereof the appropriate notice of redemption as specified by the Prior Ordinances and are hereby directed to make appropriate arrangements so that the Outstanding Obligations may be redeemed on the Redemption Date. Each of the Outstanding Obligations shall be presented for redemption at the Paying Agent/Registrar therefor, and shall not bear interest after the date fixed for redemption.

(b) On or before the Redemption Date, the City shall deposit with each Paying Agent/Registrar funds in an amount sufficient to provide for the redemption of such Outstanding Obligations. Lawfully available funds of the City are hereby authorized and appropriated in the amounts necessary for such purpose.

(c) The officers and employees of the City are hereby authorized and directed to take such actions and to execute and deliver such documents, orders and receipts, including without limitation material events notices with respect to the Outstanding Obligations, as necessary or appropriate to consummate the transactions authorized by this resolution in accordance with the provisions and requirements of the Prior Ordinances.

PASSED, APPROVED AND ADOPTED ON AUGUST 13, 2020.

AYES: ____
NOES: ____
ABSTAINED: ____

_____
CHAIRWOMAN OF THE COMMISSION
OF THE CITY OF MARSHALL

ATTEST:

_____
CITY SECRETARY

{CITY SEAL}

A RESOLUTION CALLING THE REMAINING OUTSTANDING CITY OF MARSHALL COMBINATION TAX & LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010 AND CITY OF MARSHALL LIMITED TAX NOTE, SERIES 2018 FOR REDEMPTION PRIOR TO MATURITY; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Marshall, Texas (the "City") has issued, and there are currently outstanding, the City of Marshall Combination Tax & Limited Surplus Revenue Certificates of Obligation, Series 2010 (the “Certificates”) and City of Marshall Limited Tax Note, Series 2018 (the “Note” and together with the Certificates, the "Outstanding Obligations"); and

WHEREAS, in the ordinances that authorized the issuance of the Outstanding Obligations (the "Prior Ordinances"), the City reserved the option to redeem the Outstanding Obligations before their scheduled maturity in whole or in part at a price equal to the principal amount of the Outstanding Obligations so called for redemption plus accrued interest to the redemption date; and

WHEREAS, the Outstanding Obligations may be redeemed prior to maturity from amounts available therefor in the interest and sinking fund of the City, which has been created for the payment of the Outstanding Obligations, and such redemption will reduce future debt payment requirements of the City; and

WHEREAS, this City Commission finds and determines that it is necessary and in the best interests of the City to redeem with funds available for such purpose the following Outstanding Obligations:

Limited Tax Note, Series 2018

Original Maturity	Principal Amount Outstanding	Principal Amount Redeemed	Principal Amount Remaining After Redemption
06/15/2021	$130,000.00	$130,000.00	$0
06/15/2022	$139,000.00	$139,000.00	$0
06/15/2023	$144,000.00	$144,000.00	$0
06/15/2024	$148,000.00	$148,000.00	$0

Combination Tax & Limited Surplus Revenue Certificates of Obligation, Series 2010

Original Maturity	Principal Amount Outstanding	Principal Amount Redeemed	Principal Amount Remaining After Redemption
06/15/2021	$100,000.00	$100,000.00	$0
06/15/2022	$105,000.00	$105,000.00	$0
06/15/2023	$110,000.00	$110,000.00	$0

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject

of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551. Now, Therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS

Section 1. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2. Redemption of Outstanding Obligations.

(a) The Outstanding Obligations are hereby called for redemption on September 22, 2020 (the "Redemption Date"), at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. Interest on the Outstanding Obligations shall cease to accrue on the Redemption Date.

Section 3. Authorization of Actions.

(a) The Paying Agent/Registrars for the Outstanding Obligations are hereby directed to provide to the holders thereof the appropriate notice of redemption as specified by the Prior Ordinances and are hereby directed to make appropriate arrangements so that the Outstanding Obligations may be redeemed on the Redemption Date. Each of the Outstanding Obligations shall be presented for redemption at the Paying Agent/Registrar therefor, and shall not bear interest after the date fixed for redemption.

(b) On or before the Redemption Date, the City shall deposit with each Paying Agent/Registrar funds in an amount sufficient to provide for the redemption of such Outstanding Obligations. Lawfully available funds of the City are hereby authorized and appropriated in the amounts necessary for such purpose.

(c) The officers and employees of the City are hereby authorized and directed to take such actions and to execute and deliver such documents, orders and receipts, including without limitation material events notices with respect to the Outstanding Obligations, as necessary or appropriate to consummate the transactions authorized by this resolution in accordance with the provisions and requirements of the Prior Ordinances.

PASSED, APPROVED AND ADOPTED ON AUGUST 13, 2020.

AYES: ____
NOES: ____
ABSTAINED: ____

_____
CHAIRWOMAN OF THE COMMISSION
OF THE CITY OF MARSHALL

ATTEST:

_____
CITY SECRETARY

{CITY SEAL}

ITEM 6B

RESOLUTION

CONSIDER APPROVAL OF A RESOLUTION SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE FISCAL YEAR 2021 BUDGET

M E M O R A N D U M

To: Mark Rohr, City Manager

From: Glenna Williams, Acting Finance Director

Date: August 4, 2020

Subject: Resolution Calling a Public Hearing for the 2021 Budget

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Section 78 of the City Charter and Chapter 102 of the Texas Local Government Code require that the City Commission hold a public hearing on the proposed fiscal budget. The Charter also requires the Commission to fix the time and place of the public hearing at the meeting at which the budget is submitted. The purpose of the public hearing is to give all interested persons an opportunity to make requests for the budget or make comments about the proposed budget.

Following this memorandum is a Resolution, fixing the time and place for the public hearing. The public hearing will be at 6:00 p.m. August 27, 2020. This is the next regular meeting of the City Commission.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MARSHALL, TEXAS, SETTING THE DATE AND TIME TO CONDUCT A PUBLIC HEARING ON THE FISCAL 2021 CITY BUDGET

WHEREAS, Section 78 of the City Charter and Chapter 102 of the Texas Local Government Code require that the City Commission hold a Public Hearing on its proposed Fiscal Budget; and,

WHEREAS, the City Commission will hold a meeting at 6:00 p.m. on August 27, 2020; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS:

That the City Commission will meet on Thursday, August 27, 2020, in the City Commission Chambers, Marshall City Hall, 401 South Alamo, to conduct a Public Hearing at 6:00 p.m. concerning the City's 2021 Budget for the fiscal period January 1, 2021 through December 31, 2021.

PASSED, APPROVED AND ADOPTED this 13th day of August, 2020.

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

ATTEST:

_____
Nikki Smith, Deputy City Secretary

ITEM 7A

ORDINANCE

APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MARSHALL, TEXAS, LIMITED TAX NOTE, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BOND; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MARSHALL, TEXAS LIMITED TAX NOTE, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Commission (the "*City Commission*") of the City of Marshall, Texas (the "*Issuer*") hereby finds and determines that it is necessary, useful and appropriate for the Issuer's public purposes to authorize and provide for the issuance and sale of a note of the Issuer for the purposes hereinafter set forth, as authorized by Chapter 1431, Texas Government Code, as amended; and

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The note of the City of Marshall, Texas is hereby authorized to be issued and delivered in the aggregate principal amount of $[-] for the public purpose of constructing, improving, extending, expanding, upgrading the following public works: (i) streets and roads, including related utility relocation, landscaping, sidewalks and pedestrian walkway/plaza, and traffic signals and safety improvements; (ii) fencing and parking improvements at Airport Park; (iii) fencing, gating, driveway and parking, HVAC, and roofing repairs and improvements for fire stations and police stations; (iv) electrical, parking, drainage, roofing and gutter repairs and improvements at Marshall City Arena; (v) roofing and ingress/egress repairs and improvements at the Marshall Convention Center; (vi) parking repairs and improvements at the City Library; (vii) walkway improvements at City Hall; (viii) purchasing, upgrading and relocating the city’s data center and information technology system; and (x) payment of costs of issuance of the Note (the "*Project*").

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, AND MATURITY AND INTEREST RATE OF NOTE.

(a) Each note issued pursuant to this Ordinance shall be designated: "CITY OF MARSHALL, TEXAS LIMITED TAX NOTE, SERIES 2020," and there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated August 15, 2020, in the denomination and principal amount of $[-], numbered R-1, with any Note issued in replacement thereof being in the denomination and principal amount hereinafter stated and numbered consecutively from R-2 upward. Principal of said note shall mature and be payable in installments to [-], or to the registered assignee of said note (in each case, the "Registered Owner") on the dates and in the amounts set forth below.

Principal Installment Payment Date	*Principal Installment Amount*

(b) The note shall bear interest on the unpaid balance of the principal amount thereof from the date of delivery to the scheduled due date of the principal installments of the note at a rate of [-]% per annum. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

(c) The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term "Note" shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

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

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or

outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts. The Note may be transferred and registered in the name of the new Registered Owner in whole but not in part.

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

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

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying

Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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

(g) Delivery of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Note, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Chairwoman and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

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

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

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

Section 6. DEFEASANCE OF NOTE.

(a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to

principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Note, which currently includes the following: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the

same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

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

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

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

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

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

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND ENGAGEMENT OF BOND COUNSEL AND PLACEMENT AGENT.

(a) The Chairwoman of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Note issued and delivered under this Ordinance, but shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., "Bond Counsel" to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Chairwoman, and the Chairwoman is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE; INTENT TO REIMBURSE PROJECT COSTS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

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

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

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

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

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

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Note is issued,

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

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

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

(8) to refrain from using the proceeds of the Note or the proceeds of any prior bonds to pay debt services on another issue for more than ninety (90) days after the issuance of the Note in contravention of section 149(d) of the Code (relating to advance refunding);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that proceeds of the Note are used solely for "new money" projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

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

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

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

(f) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Note as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Note is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Note, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Note is issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, hereof, in order that the Note will not be considered a "private activity bond" within the meaning of section 141 of the Code.

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

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to [-] (the "*Purchaser*"), located in [-], Texas, for cash for the par value thereof, pursuant to the private placement letter dated the date of the final passage of this Ordinance which the Chairwoman is hereby authorized to execute and deliver. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Chairwoman and City Secretary, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "*Rule*"). The Issuer will however provide the owner of the Certificate, with its annual financial report within 270 days after each of the Issuer's fiscal year end beginning with the Issuer's fiscal year ending September 30, 2020, unless such information is available on the Electronic Municipal Market Access website.

Section 13. DEFAULT AND REMEDIES.

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

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

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

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

(c) Remedies Not Exclusive.

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

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

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

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

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

Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to:

(1) Make any change in the maturity of the Note;

(2) Reduce the rate of interest borne by the Note;

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

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

(5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of 6 months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after 6 months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

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

Section 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2020 Note Project Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided, and to pay the costs of issuance of the Note. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

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

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

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

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

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.

EXHIBIT A

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

(a) Form of Note.

NO. R-1

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$[-]

CITY OF MARSHALL, TEXAS
LIMITED TAX NOTE
SERIES 2020

INTEREST RATE	DELIVERY DATE
[-]%	[-], 2020

REGISTERED OWNER: [-]

PRINCIPAL AMOUNT: [-] DOLLARS

The City of Marshall, Texas (the "*Issuer*"), being a political subdivision of the State of Texas located in Harrison County, Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assign (the "*Registered Owner*"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rate per annum set forth above, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Note shall mature and be paid in Principal Installment Amounts on the Principal Installment Payment Dates set forth in the table below:

Principal Installment Payment Date	*Principal Installment Amount*

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on [-] and on each August 15 and February 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of [-] located in [-], Texas, which is the "Paying Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Note (the "*Note Ordinance*") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "*Record Date*") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

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

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

THIS NOTE is dated August 15, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[-] for the public purpose of constructing, improving, extending, expanding, upgrading the following public works: (i) streets and roads, including related utility relocation, landscaping, sidewalks and pedestrian walkway/plaza, and traffic signals and safety improvements; (ii) fencing and parking improvements at Airport Park; (iii) fencing, gating, driveway and parking, HVAC, and roofing repairs and improvements for fire stations and police stations; (iv) electrical, parking, drainage, roofing and gutter repairs and improvements at Marshall City Arena; (v) roofing and ingress/egress repairs and improvements at the Marshall Convention Center; (vi) parking repairs

and improvements at the City Library; (vii) walkway improvements at City Hall; (viii) purchasing, upgrading and relocating the city's data center and information technology system; and (x) payment of costs of issuance of the Note.

ON ANY DATE, the unpaid principal installments of this Note may be redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available and lawful source, as a whole or in part, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption, without premium.

AT LEAST THIRTY DAYS PRIOR to the date fixed for any optional redemption of the Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Note at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Note. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Note or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Note or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

UPON THE PAYMENT OR PARTIAL REDEMPTION of the outstanding principal balance of this Note, the Paying Agent/Registrar, shall note in the Payment Record appearing on this Note the amount of such payment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Note Registration Books, and the Paying Agent/Registrar shall also record in the Note Registration Books all payments of principal installments on such Note when made on their respective due dates.

THIS NOTE is issuable in the form of one fully-registered Note without coupons in the denomination of $[-].00. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Note Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of

business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

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

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Note.

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

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

(signature)	(signature)
City Secretary City of Marshall, Texas	Chairwoman of the City Commission of the City of Marshall, Texas

(SEAL)

(b) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer

(c) Form of Paying Agent/Registrar's Authentication Certificate.

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

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

Dated: _____.

[-]
[-], Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

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

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____
Please insert name and address, including zip code, of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

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

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

EXHIBIT B

PROCEDURES REGARDING COMPLIANCE WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the authorizing document (the "*Ordinance*") with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "*Closing Documents*"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Issuer's Limited Tax Note, Series 2020 (the "*Obligations*").

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer's City Manager (together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will:

a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "*Project*") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "*Issue Date*") and that (ii) the Project must proceed with due diligence;

b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;

d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and

e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

a. Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and

c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

b. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

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

1. Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;

2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;

3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

5. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

6. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;

7. Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and

8. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

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

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

CERTIFICATE FOR ORDINANCE

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

We, the undersigned Chairwoman and City Secretary of the City of Marshall, Texas (the "*City*"), hereby certify as follows:

1. The City Commission of said City convened in regular meeting on August 13, 2020, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to-wit:

Mayor / District 3 - Terri Brown
District 1 - Marvin Bonner
District 2 - Leo Morris
District 4 - Amy Ware
District 5 - Vernia Calhoun
District 6 - Larry Hurta
District 7 - Doug Lewis

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

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MARSHALL, TEXAS LIMITED TAX NOTE, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

AYES: _____ NOES: _____ ABSTENTIONS: _____

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

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

PASSED, APPROVED AND ADOPTED ON AUGUST 13, 2020.

AYES: ____
NOES: ____
ABSTAINED: ____

_____
CHAIRWOMAN OF THE COMMISSION
OF THE CITY OF MARSHALL

ATTEST:

_____
CITY SECRETARY

{SEAL}

ITEM 8A

SECOND READING OF ORDINANCE

CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP REGARDING 24.166 ACRES OF LAND, FROM A-E (AGRICULTURE AND ESTATE) TO PD (PLANNED DEVELOPMENT). THE SUBJECT PROPERTY IS MORE COMMONLY KNOWN AS 3409 WASHINGTON AVENUE.

Agenda Information Sheet

August 13, 2020

Agenda Item Z-20-06:
Consider an ordinance amending the official zoning map regarding a rezoning a property described as 24.166 acres of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). The property is located on the west side of South Washington Avenue between Oakley Drive and Alice Hope Road, more commonly known as 3409 Washington Avenue.

The Planning & Zoning Commission recommended approval with conditions by a vote of 4-0-0.
The City Commission approved the first reading with conditions by a vote of 6-1-0.

Applicant	Marshall Christian Academy 3402 South Washington Avenue Marshall, Texas 75672
Property Owner	Marshall Christian Academy 3402 South Washington Avenue Marshall, Texas 75672
Surrounding Property Notices	20 Notices Sent within 200 ft of the Site 1 Responses back
Existing Zoning	A-E (Agriculture and Estate)
Proposed Zoning	PD (Planned Development)

Background:
On May 11th the Planning & Zoning Commission conducted a public hearing for the above stated rezoning request. After the public comment portion of that meeting, the Commission voiced the following concerns with the proposed planned development district:

- Buffer yard widths
- Additional access for the site
- Avoid staking (parking of cars) along South Washington

The Planning & Zoning Commission tabled the request to allow staff time to work with the applicant to address the concerns listed above.

After the applicant met with staff, a new concept plan has been submitted and is attached for the Commission's review. Changes in the concept plan include:

- Increasing landscape buffer from 10 feet to 15 feet on all sides except that property line to the south, a 30-foot buffer is proposed along the southern property line.
- Phases have been added to the project, Phase 1 includes the multi-purpose building and parking for 110 vehicles, Phase 2 includes a classroom building and recreation areas.
- The applicant also removed the football stadium and parking on the south portion of the concept plan, the use is still listed in permitted uses within the development standards but as the site develops

and additional access points are acquired the applicant will have to come back and amend the concept plan to show how the site will be developed accessed. Any amendment to a concept plan or the planned development requires a public hearing notice just like that of any other zoning change.

Based on the changes made by the applicant, on June 8th, the Planning & Zoning Commission recommended approval of the zoning change with the following conditions:

1. Phase 1 is the only phase that may be constructed with the one access to South Washington Avenue, all future phases may not be constructed until a second access point to the site is acquired.
2. Parking or staking of vehicles along South Washington Avenue is not permitted.

In addition, if the Commission recommends approval of the zoning change, then staff would also recommend the Future Land Use designation for this area be changes from "Rural" to "Public Service". It is not required that the future land use designation be consistent with zoning however in this case the difference is so great that it would be a good practice to amend the future land use map.

Suggested Motions:

The following are motions that the Commission may make in moving this case forward to the City Commission.

1. Motion to approve case number Z-20-06 as recommended.
2. Motion to approve case number Z-20-06 with conditions.
3. Motion to deny case number Z-20-06.

Attachments:

1. Original Agenda Sheet – May 11, 2020
2. Proposed Development Standards
3. Proposed Concept Plan
4. Aerial of Site
5. Pictures of the Site
6. 200 Foot Notification Map
7. Letter of Opposition
8. Ordinance

Agenda Information Sheet

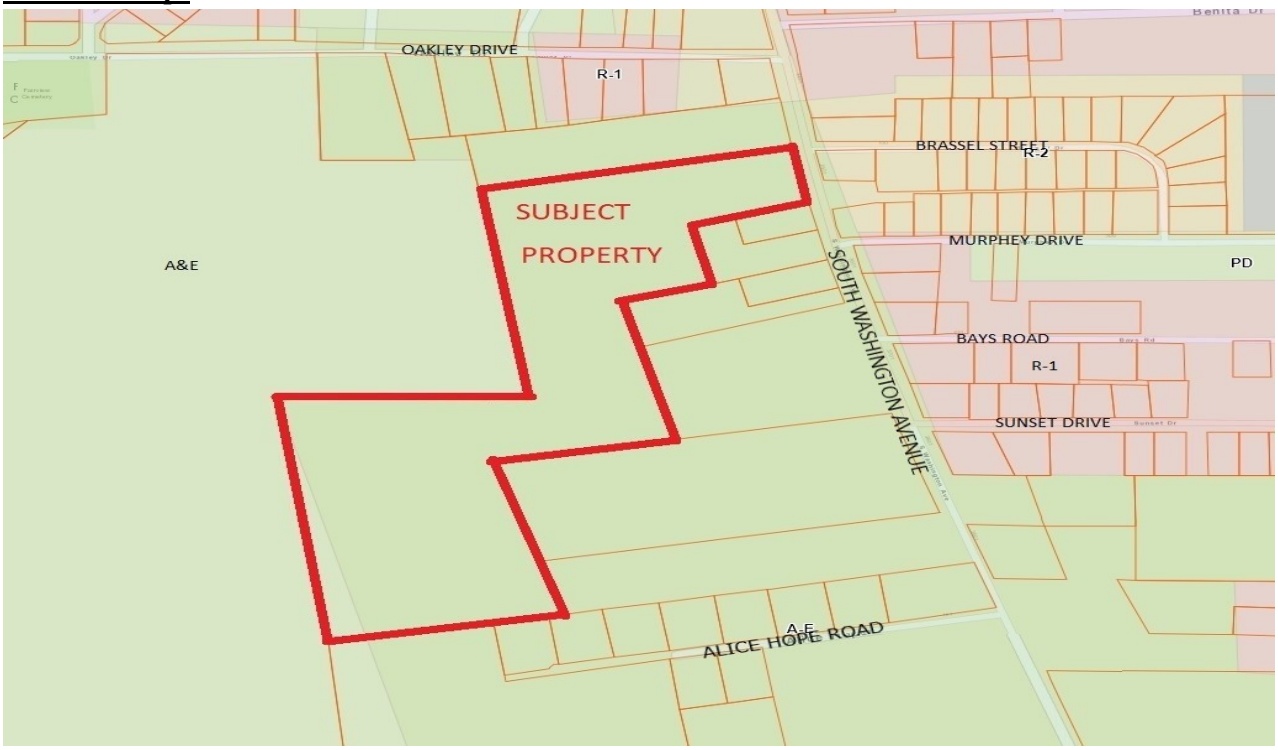
May 11, 2020

Agenda Item Z-20-06:

Conduct a public hearing and make a recommendation to the City Commission regarding a rezoning a property described as 24.166 acres of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). The property is located on the west side of South Washington Avenue between Oakley Drive and Alice Hope Road, more commonly known as 3409 Washington Avenue.

Applicant	Marshall Christian Academy 3402 South Washington Avenue Marshall, Texas 75672
Property Owner	Marshall Christian Academy 3402 South Washington Avenue Marshall, Texas 75672
Surrounding Property Notices	20 Notices Sent within 200 ft of the Site 0 Responses back
Existing Zoning	A-E (Agriculture and Estate)
Proposed Zoning	PD (Planned Development)

Location Map:



Background & Summary of Request:

The Marshall Christian Academy is requesting a zoning change to construct a new campus that will include uses such as a elementary and secondary school, church, performing arts spaces, and athletic buildings, including an athletic field and stadium. It is anticipated the site will be developed in phases.

According to the Zoning Ordinance, a Planned Development District is established to provide for a way of developing property which involves activities or a combination of activities that the zoning ordinance does not allow. For instance, the numbers of uses commonly found on a school campus are not typically allowed in one zoning district. Planned Development Districts are a "create your own" zoning district and involve two different steps that can be combined into one or divided out, based on the property owner's decision.

This particular application, the applicant is providing the development standards for the entire property.

Picture of the Site:

Existing Conditions:

The subject property is primarily vacant with some open areas on the north side and wooded on the south side. There is a storage building and an area for ball sports. The table below outlines the surrounding zoning and land uses:

	Zoning Classification	Land Use
North of the Property	A-E (Agricultural-Estate)	Single-family residences
East of the Property	R-2 (Single Family Residential)	Single-family residences
South of the Property	A-E (Agricultural-Estate)	Single-family residences
West of the Property	A-E (Agricultural-Estate)	Vacant

Water service to the site is provided by an existing 10" water line along the west side of South Washington Avenue. Sewer service is provided by an existing 6" sewer line along the east side of South Washington Avenue.

Development Review Analysis:

Below is an outline of the steps involved in creating a Planned Development District:

Step 1: Creation of Development Standards & Concept Plan– These standards is the regulations that will be applied to the subject property. They typically include items such as permitted uses, building setbacks, parking and landscaping requirements, etc. These standards are attached to the rezoning ordinance. In addition, a concept plan is provided to illustrate the planned layout of the site.

Step 2: Development Plans – A development plan is required as a part of the Planned Development process and also adopted by ordinance to ensure the approving body is properly informed on the design of the proposed development. This includes a detailed site plan and building elevations.

Below is an overview of the Development Standards submitted with this rezoning application and attached to this report.

Permitted Uses:

The uses allowed within this planned development are those customary to a school campus such as parking lots, offices, cultural facilities and recreation facilities. These uses are not typically allowed in one zoning district and the City's current zoning ordinance does not have a zoning district that would accommodate schools; therefore, the primary reason for the applicant requesting a planned development district.

Building Setback Requirements:

Setback from South Washington Avenue	30 ft
Setback from other streets	10 ft
Rear Building Setback	10 ft

Design Standards:

The current zoning regulations do not regulate building design standards. The applicant has proposed development standards that require buildings to be designed in a compatible manner that would typically be constructed for schools. In addition, building elevations have been provided and will be attached to the adopting ordinance for the zoning change, if approved. This will provide the city with the assurance as to how buildings will be designed.

Parking Requirements:

School; elementary, middle, or junior high: One (1) space for each classroom plus one (1) space for each four (4) seats in any auditorium, gymnasium, or other place of assembly.

Commercial sport arena, stadium, or gymnasium: One (1) parking space for each four (4) sets or seating spaces.

When taking in the consideration of parking requirements on street parking and shared parking between uses will be permitted.

Buffer Yard Requirements:
A minimum of a ten (10) foot landscaped buffer yard must be provided along the perimeter that abuts any residentially zoned property, within that buffer an eight (8) foot high sight baring fence must be constructed along the property line and at least four (4) ornamental shrubs per 100 linear feet must be planted in accordance with Chapter 29 of the Zoning Ordinance.

Comprehensive Plan and Future Land Use Analysis:

The 2018 Future Land Use Map identifies the property as sitting in a Rural Area and Moderate Density Residential. Rural Areas future land use designation to allow for low density residential development, while Moderate Density future land use designation to allow for the type of neighborhood development found in Marshall's established single-family neighborhoods, compactivity areas, and adjacent to mixed-use and commercial areas.

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

1. Will the proposed change be in compliance with the goals of the Comprehensive Plan? *The proposed change would not be in compliance with the Comprehensive Plan. However, the rezoning to planned development allows the growth of the school/academy and provides protection and transition to the surrounding neighborhoods.*

2. Will there be an adverse impact on surrounding property if the request is approved? In evaluating this question, consideration should be given to all permitted uses in the proposed new zoning and the impact it could have on surrounding property. *The surrounding property is primarily developed with single-family homes and agricultural uses; while the proposed uses are quite different than those in the surrounding area the applicant is proposing buffer yard as protection to the surrounding property owners.*

3. Is the property suitable for use as it is currently zoned or does the zoning need to be changed to allow the property to be put to use in a way that is in keeping with the surrounding activities. *The property is currently surrounded by single-family and agricultural uses which is consistent with the zoning and future land use map. However, for the school/academy to continue to grow in this location, the zoning change will be needed.*

4. What is the relationship of the proposed change to the health, safety and welfare of the general community? In other words, will the change make the community better or is it merely for the convenience of the owner? Will surrounding property owners suffer or lose any enjoyment in the area of their property as a result of this change? Does the proposed change seem to be a logical extension of similar types of development? *Through the development standards proposed, the applicant is attempting to protect the surrounding property owners from any possible nuisances the development could propose.*

Suggested Motions:

It should be noted that while most zoning changes cannot be approved with conditions, when reviewing planned development districts, conditions may be placed on the approval, so not only do you have the

options of the motion before, the Planning & Zoning Commission may also place conditions if concerns arise during the public hearing.

1. Motion to recommend approval of case number Z-20-06 as requested.
2. Motion to recommend approval of case number Z-20-06 with conditions.
3. Motion to recommend denial of case number Z-20-06.

Attachments:

1. Proposed Development Standards
2. Proposed Concept Plans
3. Aerial of Site
4. Pictures of the Site
5. 200 Foot Notification Map

Marshall Christian Academy
Planned Development Regulations

Purpose: In accordance with Section 20.16 of the City of Marshall Zoning Ordinance, this Planned Development is being established to allow unique development which contribute to an improved quality of life in Marshall and accommodate the growth of Marshall Christian Academy.

PD District Boundaries: These Planned Development regulations shall apply to property described as 24.166 acres of land in the A. Langford Survey A- 400.

Permitted Uses: The following uses shall be permitted within the defined Planned Development:

- Church
- Academic Classes & Offices
- Commercial Parking Lots
- Recreation facilities (Academy Managed)
- School Cafeteria

Site Development Standards:

Setback from South Washington Avenue	30 ft
Setback from other streets	10 ft
Rear Building Setback	10 ft

The above stated setbacks are for proposed buildings.

Building Design Standards:
Buildings that face South Washington Avenue shall be architecturally designed in a manner that is compatible with the overall architectural theme of the Academy.

Parking Requirements:
School; elementary, middle, or junior high: One (1) space for each classroom plus one (1) space for each four (4) seats in any auditorium, gymnasium, or other place of assembly.

School; high school, or college: One (1) space for each classroom, laboratory or instruction area plus one (1) space for each four (4) students accommodated in the institution.

Commercial sport arena, stadium, or gymnasium: One (1) parking space for each four (4) sets or seating spaces.

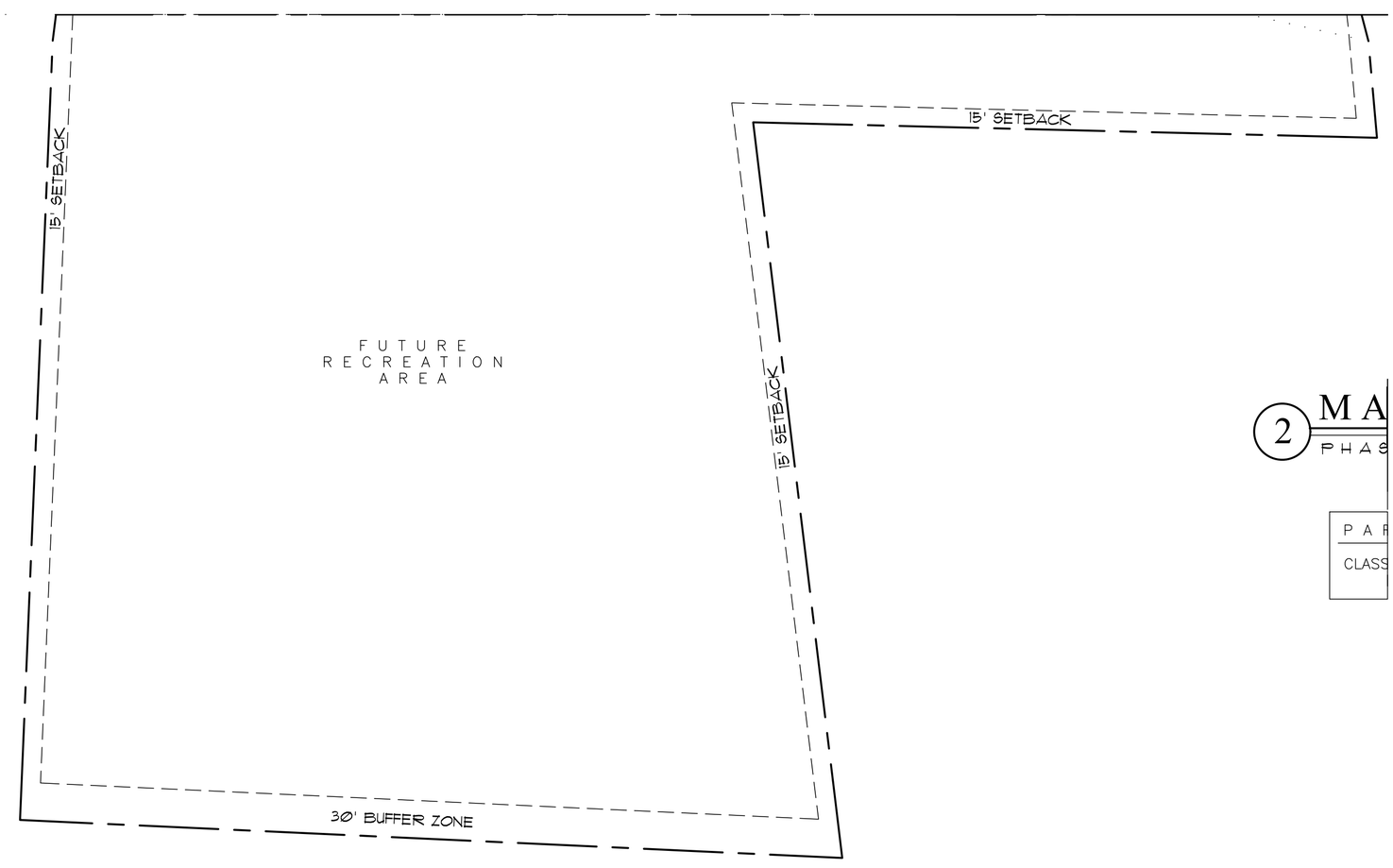
When taking in the consideration of parking requirements on street parking and shared parking between uses will be permitted.

Buffer Yard Requirements:

A minimum of a ten (10) foot landscaped buffer yard must be provided along the perimeter that abuts any residentially zoned property, within that buffer an eight (8) foot high sight baring fence must be constructed along the property line and at least four (4) ornamental shrubs per 100 linear feet must be planted in accordance with Chapter 29 of the Zoning Ordinance.

Conflict with City Ordinances:

Any provision in this document shall supersede conflicting city codes. Other regulations in the City of Marshall Code of Ordinances that are not covered in this document shall be adhered too.



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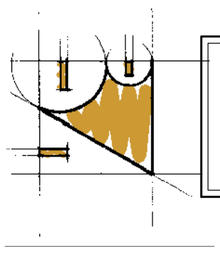
MAY 2020



BREVARD
ARCHITECTURE

804 FOX COVE STREET TYLER, TX 75703 (903) 747-0704

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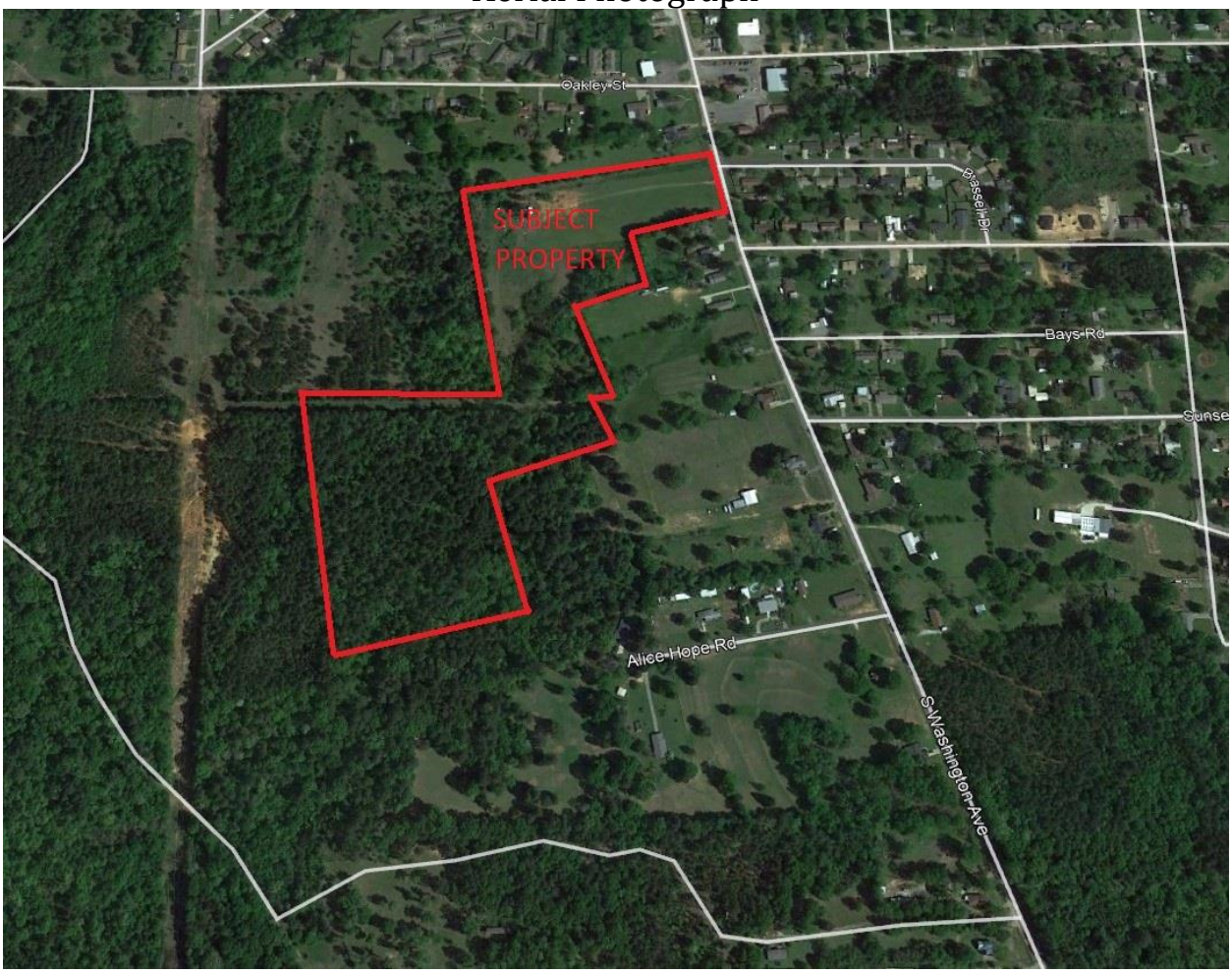
Z-20-06
Aerial Photograph



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

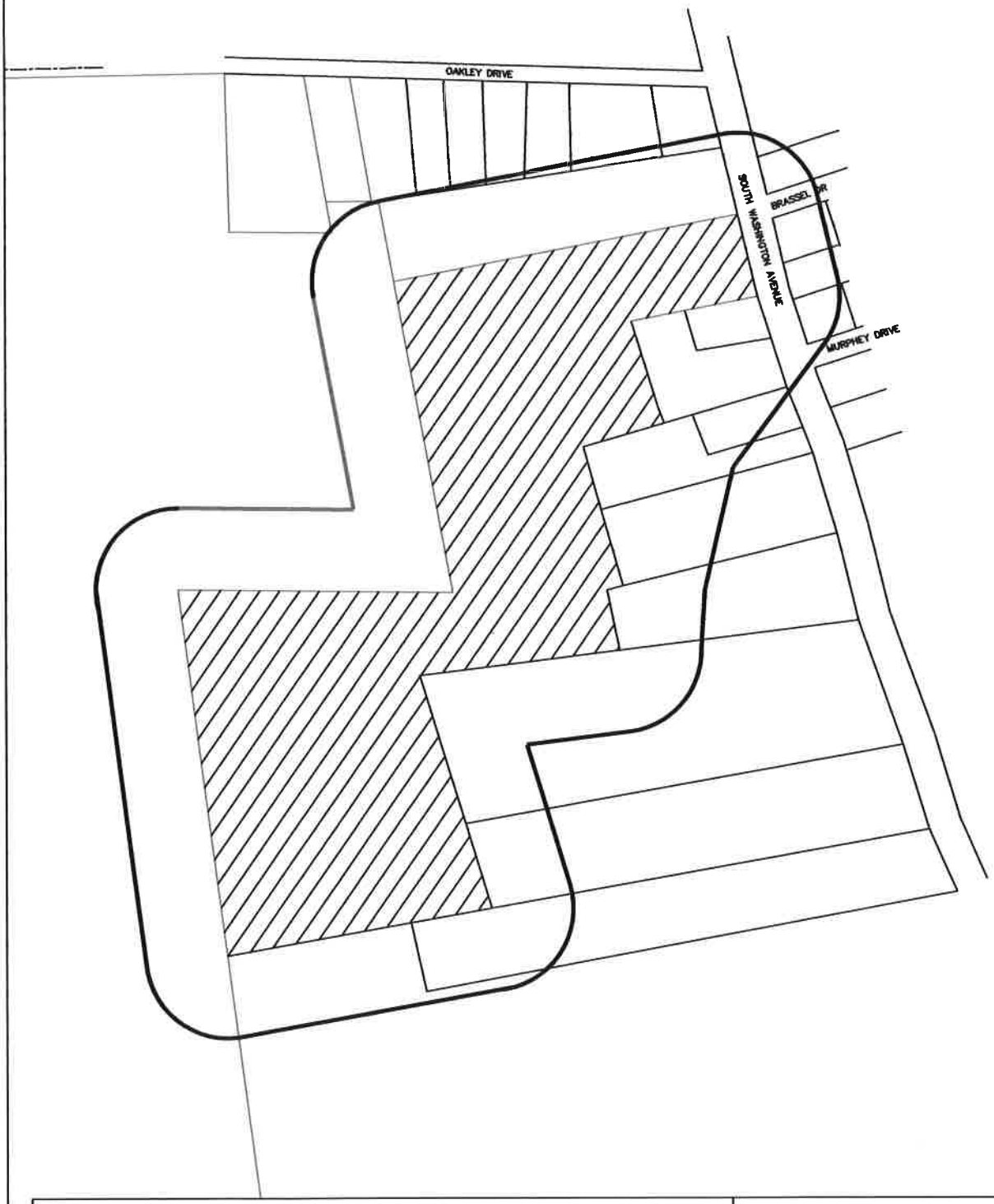
Z-20-06
Site Pictures

Subject Property

Property to east

Property to south

Property to north



Case No. Z-20-06
Scale: 1"=400'
Date: 05-11-2020

PLANNING DEPARTMENT
CITY OF MARSHALL, TEXAS

Remarks: a request to re-zone 24.166 acres of land in A. Langford Survey A-400 Survey A-400 from A&E (Agriculture and Estate) to PD(Planned Development)

N

Applicant: Marshall Christian Academy
Location: 3409 S. Washington Ave.

MARSHALL CHRISTIAN ACADEMY & SPORTS COMPLEX

- South Washington is inadequate. The street is adequate to serve current residential development, and land uses anticipated by city plans. However, two-lane Washington cannot safely or adequately handle traffic for this proposed project, which often comes all at once (school openings/closings, special events). Imagine an ambulance from the Hughes Street fire station trying to go south to a home or traffic accident during a traffic backup caused by a ballgame or other special event.
- Need bifurcated drive. If the city chooses to permit the school property, a two-part driveway access off Washington should be required. This is common practice for a project with only one access point, so that if a driveway is blocked, a second remains open, as was done at Oakwood Estates, for example. The drives should be at least 50 feet apart.
- Public safety ingress and egress is inadequate. The very deep, narrow, and circuitous route to the future recreation area should not be allowed and almost certainly fails to meet the fire code. A property of this size and intensity needs two separate points of access for public safety. A **requirement has been wisely suggested to disallow development of the rear portion until construction of a southern ingress/egress, and I completely concur**.
- Inconsistent with future land use plan. Current zoning is AE; the city's future land use plan (FLUP) calls for residential. Approving a zoning change in contradiction to the FLUP is bad precedent. Developers need to be able to look at a city's plans and trust them. They will not invest in areas that are unpredictable. Marshall needs to think bigger and longer-term—or quit planning.
- Incompatible location for this type use. This type of use generates noise, light, traffic, debris, nighttime uses, etc., that are incompatible with agricultural, estate, and residential land uses. This project should be located in an area in which it fits, and for which the city's future land use plan has made provisions.
- Inappropriate use of PD zoning. Planned Development does not fit here. If the city moves forward anyway, the commission should understand that the site plan becomes the zoning (completely unlike straight zoning); therefore, if the city moves forward with a PD, it cannot include the "future" area without further P&Z and city commission action on a site plan (with 100' setbacks).
- Stormwater issues, converting creek to a drainage channel. This is a poor location to add significant impervious surfaces, thereby polluting the existing creek with runoff from parking areas and drives.
- Zoning's purpose is to provide. At the P&Z commission meeting in which I spoke, the applicant noted they were good people who wanted to help Marshall. He added they had had an open house at which they paid for snacks. I do not doubt these are good people who want to build a quality product. But every product does not fit into every part of an orderly, well-planned community, and zoning decisions should be based on legal and planning principles, not on how nice the applicants are and how many cookies they buy. Good planning would deny this project, or approve the school portion only and with modifications.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 0-87-13 TO REZONE A 24.166 ACRES OF LAND IN THE A. LANGFORD SURVEY A- 400, FROM A-E (AGRICULTURE AND ESTATE) TO PD (PLANNED DEVELOPMENT). THE PROPERTY IS LOCATED ON THE WEST SIDE OF SOUTH WASHINGTON AVENUE BETWEEN OAKLEY DRIVE AND ALICE HOPE ROAD, MORE COMMONLY KNOWN AS 3409 WASHINGTON AVENUE IN THE CITY OF MARSHALL, TEXAS.

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

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

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

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

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

WHEREAS, pursuant to said report and after notice in the manner and for the length of time required by law, the City Commission held a public hearing in Marshall, Texas at City Hall on the 23rd day of July, 2020, at 12:00pm for the purpose of considering the requested Zoning Map change, and at which hearing all property owners, interested parties, and interested citizens had an opportunity to be heard; and

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

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

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

Section 2. Rezone a 24.166 acres of land in the A. Langford Survey A- 400, from A-E (Agriculture and Estate) to PD (Planned Development). The property is located on the west side of South Washington Avenue between Oakley Drive and Alice Hope Road, more commonly known as 3409 Washington Avenue in the City of Marshall, Texas with the following conditions:

1. Phase 1 is the only phase that may be constructed with the one access to South Washington Avenue, all future phases may not be constructed until a second access point to the site is acquired.
2. Parking or staking of vehicles along South Washington Avenue is not permitted.

Section 3. The site shall be developed in accordance with the attached site development regulations and site plan, known as Exhibit A and B of this Ordinance.

Section 4. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED on first reading the 23rd day of July, 2020.

AYES: __
NOES: __
ABSTAINED: __

PASSED on second reading the 13th day of August, 2020.

AYES: ___
NOES: ____
ABSTAINED: ____

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

ATTEST:

_____
CITY SECRETARY

ITEM 9

CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA

ITEM 10A

EXECUTIVE SESSION

ANNUAL EVALUATION OF MUNICIPAL COURT JUDGE

ITEM 11

ADJOURNMENT