

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



Members
Amy Ware, District 4 - Mayor
Risa Jordan-Anderson, District 1
Leo Morris, District 2
Dathaniel Campbell, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

**PLEASE SILENCE ALL DEVICES
REGULAR CITY COUNCIL MEETING**

**February 12, 2026
6:00 PM**

1. Call to Order and Roll Call

2. Invocation and Pledges

3. Presentations & Proclamations

- A. Presentation of the Employee of the Month - January. (Employee Engagement Committee)

4. Citizen Comments

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

5. Items to be Withdrawn From Consent Agenda

6. Consent Agenda

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

- A. Consider approval of the minutes from the December 11, 2025, Special-Called City Council Meeting. (City Secretary)
- B. Consider approval of a Joint Election Agreement with the Marshall Independent School District for the May 2, 2026 General Election. (City Secretary)
- C. Consider approval of an updated Water Supply Contract between the City of Marshall and Prysmian Group for the continued sale and delivery of treated water to Prysmian Group's cable manufacturing facility located in Scottsville, Texas. (Public Works)
- D. Consider approval of an updated contract between the City of Marshall and the City of Scottsville for sanitary sewer service. (Public Works)

7. Consideration of Items Withdrawn From the Consent Agenda

8. Ordinance

- A. Consider approval of an ordinance ordering a Special Election for Charter Amendments. (Charter Review Committee)

9. Resolution

- A. Consider approval of a resolution ordering a General Election for City Councilmember Districts 5, 6, and 7. (City Secretary)

10. Action Items for City Council Consideration

- A. Discussion and Approval of the Proposed Marshall Library Service Policy for Patrons which includes Internet Use, Cell Phone Use and Behavior.

11. Discussion and Reports for City Council Consideration and Direction

- A. Discussion regarding Charter Review Committee findings.
- B. Report to Council on Winter Storm Event Jan 2026
- C. Presentation by Retail Strategies of the Marshall, Texas Trade Area Retail Analysis. (Marshall EDC)

12. Adjournment

Posted: February 6, 2026
5:10 PM
N. Smith

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



TO: City Council
DATE: February 12, 2026
ITEM #: 3.A
SUBJECT: Presentation of the Employee of the Month -
January. (Employee Engagement Committee)

Recommendation for Action:

Executive Summary:

Focus Area(s):

Budget Cost:

Staff Contact:

Attachments: None



TO: City Council
DATE: February 12, 2026
ITEM #: 6.A
SUBJECT: Consider approval of the minutes from the December 11, 2025, Special-Called City Council Meeting. (City Secretary)

Recommendation for Action: Motion to approve the minutes from the December 11, 2025, Special-Called City Council Meeting.

Executive Summary: Minutes from the December 11, 2025, Special-Called City Council Meeting.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. 12.11.25 Special-Called Meeting Minutes

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



Members
Amy Ware, District 4 - Mayor
Risa Jordan-Anderson, District 1
Leo Morris, District 2
Dathaniel Campbell, District 3
Reba Godfrey, District 5
Amanda Abraham, District 6
Micah Fenton, District 7

**MINUTES
PLEASE SILENCE ALL DEVICES
SPECIAL-CALLED CITY COUNCIL MEETING
December 11, 2025
4:15 PM**

1. Call to Order and Roll Call

Mayor Amy Ware called the Special-Called meeting to order in the Council Chambers, City Hall at 4:21 PM.

PRESENT:

Mayor and Council Members:

Mayor Amy Ware
Councilmember Leo Morris
Councilmember Reba Godfrey
Councilmember Amanda Abraham
Councilmember Micah Fenton
Councilmember Dathaniel Campbell
Councilmember Risa Jordan-Anderson

ADMINISTRATIVE STAFF PRESENT:

| | |
|---|-----------------------------|
| Melissa Vossmer, City Manager | Cliff Carruth, Police Chief |
| Scott Rectenwald, City Attorney | Nikki Smith, City Secretary |
| Christol Hall, HR/Civil Service Director | David Rainwater, Fire Chief |
| John Wheeler, IT Technician | |
| Doug Box, Interim Public Works Director | |
| Randy Pritchard, Support Services Director | |
| Cheryl Carpenter, Community Engagement | |
| Reggie Cooper, Planning & Development Director | |
| Alex Agnor, Asst. City Manager/Econ. Dev. & Strat. Init. Director | |
| Tom Forrest, Interim Planning and Development Services Director | |

2. Invocation and Pledges

Mayor Ware

3. Presentations & Proclamations

A. Presentation of the Employee of the Month - December. (Employee Engagement Committee)

Lacy Burson, Employee Engagement Committee, presented the Employee of the Month for December 2025, Vera Zuniga, Human Resources. The sponsor of the month is Steve and Penny Carlile. Vera Zuniga thanked everyone for the votes, stating it was an honor to receive the award and thanked Christsol Hall.

- B. Proclamation declaring January 4, 2026, as “Trinity Episcopal Church Day” in Marshall, Texas. (Mayor Ware)
Mayor Ware read the proclamation and presented it to members of the Trinity Episcopal Church, who thanked the Council for the proclamation and invited the public to attend the event on January 4th at 10:30 AM at the Trinity Episcopal Church.

Mayor Ware stated item 9A would be taken out of order and would be presented following the Citizen Comments.

5. Citizen Comments

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

There were no citizen comments.

- A. Consider the approval of the FY 2025 and FY 2026 Hotel Occupancy Tax (HOT) Fund Grant Application recommendations from the Visit Marshall Board. (Tourism & Main Street)

Lacy Burson, Main Street Manager, presented the FY25 HOT fund grant recommendations based on the Texas Two-Step Method and review by the Visit Marshall Board. The Texas Two-Step Method was explained as Step 1 — eligibility, which is determined by falling under one of seven guidelines; Step 2 — tourism impact evaluation. Lacy Burson provided the 2025 applicant information including amounts requested, event information and recommendations.

Councilmember Jordan-Anderson asked if an additional \$2,000 could be granted to Marshall Regional Arts Council.

Councilmember Abraham stated if additional money is granted to Marshall Regional Arts Council, then money would have to be taken from one of the other recipients and asked if the Arts Council provided information. Lacy Burson stated they provided an estimated number for Heads in Beds but did not provide any additional details or past surveys.

Mayor Ware asked about the \$3,000 amount that was noted. Lacy Burson stated the budgeted amount was \$64,000, which includes the \$3,000 noted being granted to Marshall Regional Arts Council.

Councilmember Abraham asked about an increase for Piney Park as a lot of information was provided and for Josey's Ranch as it brings in a lot of people.

Councilmember Campbell asked about Marshall Youth Softball Association (MYSA)

and Marshall Youth Baseball Association (MYBA) and if a second application for 2026 could be received. Lacy Burson said they can go back out to receive applications.

Melissa Vossmer, City Manager, stated the city can choose to not award any grants at the moment and go back out for 2025, or award the 2025 grants and go back out for another round for 2026 grant applications.

Councilmember Abraham stated the 2025 applications are outstanding, and we need to move on these applications now.

Mayor Ware stated that if we go with the council's direction, we have to read the amounts into the record.

Councilmember Jordan-Anderson asked if \$3,000 was being included for the Marshall Regional Arts Council. It was stated \$3,000 would be the amount for the Arts Council to stay within the allocated amount.

Mayor Ware made a motion to approve the allocations for FY 2025 Hotel Occupancy Tax (HOT) Fund Grants as follows:

\$23,000 Josey Ranch
\$3,000 Marshall Regional Arts Council
\$5,000 Gobble Up the Cash Barrel Race
\$15,000 Piney Park
\$3,000 Marshall Symphony Society
\$5,500 East Texas Performing Arts
\$5,000 Boogie Woogie Corporation
\$1,500 Marshall Lions Club
\$3,000 Marshall Mercantile
Which would be a grand total for 2025 allocations of \$64,000.

Councilmember Abraham seconded the motion.

Councilmember Jordan-Anderson asked for clarification of the amount for Marshall Regional Arts Council. Lacy Burson stated there is \$2,000 available within the budget to process a line item transfer.

Mayor Ware stated the motion on the floor is for \$3,000 to Marshall Regional Arts Council and if the amount was to increase, the motion would have to be voted down and a second motion could then be made.

The motion on the floor passed with the following vote:

Ayes: 6, Mayor Ware, Councilmembers Abraham, Morris, Campbell, Godfrey and Fenton

Noes: 0

Abstain: 1, Councilmember Jordan-Anderson

Alex Agnor, Assistant City Manager, stated that if all funding is not used, it can be reviewed to see where else it can be allocated. The application for 2026 can be received by contacting Lacy Burson or by visiting the website.

4. Time Sensitive Council Updates

- A. Update from Stan Hayes, P.E., regarding the cave in on U.S. Highway 80. Stan Hayes discussed the Highway 80 drainage repair, described the drainage system in the location of the cave in, provided a proposed site plan diagram, and photos of the failure. Stan Hayes stated the north side is in good shape. Bonding and insurance information, as well as a quote, has been requested from WMS R&B LLC.

Concilmember Morris asked if the cavities were at the collapse or further down, which was stated they are further down.

Councilmember Jordan-Anderson asked about the picture under Hwy 80. It was explained that this picture is near the center of the street and the edge of the street. Councilmember Jordan-Anderson asked how much of the cavity is under Hwy 80, which was said to be about 1/3 of it.

Councilmember Abraham asked about concrete pipes under Hwy 80. It was stated there are three (3) pipes under the highway with a brick structure under the center lanes.

Mayor Ware provided historical information on Grand Street stating that when it became a highway it was updated.

Councilmember Jordan-Anderson stated that Hwy 80 is a state highway. Therefore, per the maintenance agreement, the state is responsible for structures under it.

Stan Hayes stated TxDOT is positive they will help with the repairs.

Concilmember Abraham stated that TxDOT has agreed to share in the responsibility of things under their ROW but the utility outside of their ROWs is our responsibility. There is a need to get the project moving forward and figure out who pays later.

Concilmember Campbell contacted many engineers, Jay Dean's Office, and TxDOT. Councilmember Campbell stated we had a torrential amount of rain that contributed to the collapse, but the infrastructure has held for many years. What was done years ago held for a long time, and now it is time to fix the issue. Councilmember Campbell thanked TxDOT and State Representatives for being willing to help.

6. Items to be Withdrawn From Consent Agenda

Items D & I were withdrawn from the Consent Agenda.

7. Consent Agenda

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

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

- A. Consider approval of the minutes from the October 9, 2025, Special-Called City Council Work Session. (City Secretary)
- B. Consider approval of the minutes from the October 9, 2025, Regular City Council Meeting. (City Secretary)
- C. Consider approval of the minutes from the October 17, 2025, Special-Called City Council Meeting. (City Secretary)
- E. Consider approval of appointments and reappointments to the various City boards, commissions, and committees. (City Secretary)
- F. Consider approval for Emergency Repairs to the Public Works Department's Flail Mower (\$53,061.00). (Public Works)
- G. Consider Approval of 2026 Professional Engineering Services Agreement with Hayes Engineering, Inc. to be Engineer of Record for the City of Marshall. (Public Works)
- H. Consider approval of the appointment of Doug Lewis to the Board of Directors of the Marshall Economic Development Corporation (MED). (Marshall EDC)

8. Consideration of Items Withdrawn From the Consent Agenda

- D. Consider approval of the 2026 City Council meeting schedule. (City Secretary)
Mayor Ware stated the Spring Break meeting is usually moved. Discussion was held to keep the March 26th meeting and remove the March 12th meeting.

Melissa Vossmer stated the February 27th meeting had been added for the work session with Ron Cox.

Mayor Ware made a motion to approve the 2026 City Council meeting schedule as written in the packet with the exception of removing the regular scheduled meeting for Thursday, March 12, 2026, meeting. Councilmember Abraham seconded the motion, which passed by a vote of 7:0.

- I. Consider to retroactively approve an emergency contract with WMS R&B, LLC for the repairs needed to address the cave in on U.S. Highway 80 in the amount not to exceed \$338,663.00. (Public Works)
Councilmember Jordan-Anderson commented that, with the information that the state will help, the total won't be \$338,663.00. It was explained the contract will still be for this amount as TxDOT will reimburse the City. Councilmember Jordan-Anderson asked if we could reword the approval.

Councilmember Abraham suggested the wording to state that we are approving an emergency contract for the repairs that are needed with an amount not to exceed, with the understanding that a portion of the repairs will be reimbursed by TxDOT.

Councilmember Abraham made a motion to retroactively approve an emergency contract with WMS R&B, LLC for the repairs needed to address the cave-in on U.S. Highway 80 in the amount not to exceed \$338,663.00, with the condition that we understand that a portion of that will be reimbursed to the city by TxDOT for the area underneath their right-of-way. Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

Melissa Vossmer thanked the council for reaching out to the state representatives.

Councilmember Campbell thanked the citizens for their understanding and patience.

Melissa Vossmer asked Stan Hayes to provide the timeline of the project.

Stan Hayes stated things would move pretty quickly, that there is demo to do in order to clear up the area and see what we are dealing with, removal of the bad stuff, which will be done in approximately 1–3 weeks, if we can get asphalt.

Mayor Ware asked what the temperature needed to lay asphalt, which is 50 and rising. Stan Hayes stated the company won't open if the temperature is not right.

Councilmember Abraham asked if we would have the road structurally sound while waiting on asphalt, to which Stan Hayes stated it would be structurally sound.

9. Action Items for City Council Consideration

- B. Consider approval of a Procurement Policy applicable to all Procurements made with Federal Funds. (Finance)

Melissa Vossmer stated there currently is no policy for utilizing federal funds. This item puts a policy in place for federal requirements.

Councilmember Abraham was not present during the vote.

Councilmember Morris made a motion to approve a Procurement Policy applicable to all Procurements made with Federal Funds. Mayor Ware seconded the motion, which passed by the following vote:

Ayes: 5, Mayor Ware, Councilmembers Morris, Campbell, Godfrey and Fenton

Noes: 0

Abstain: 1, Councilmember Jordan-Anderson

- C. Consider approval of the Hayes Engineering Inc. Work Order for Professional Services for the FY26 Street Improvements Program (\$118,500). (Public Works)

Doug Box, Interim Public Works Director, stated this program is for a Professional Services Work Order for Hayes Engineering Inc. for the FY26 Street Improvements Program at a cost of \$118,500. Doug Box provided information on the phases of the FY26 Street Improvements Program, and will include three storm sewer inlets and storm piping for three outlets along Fisher Drive, and addressing drainage issues at roadway sags.

Councilmember Jordan-Anderson asked Doug Box to repeat Fisher Drive information. Doug Box stated work will address the issues of the roadway sagging, and three outfalls. Councilmember Jordan-Anderson stated this was part of the 2025 Street Improvement Program and asked why it is now part of the 2026 Street Improvement Program.

Melissa Vossmer stated the design work is not complete for the Fisher Drive issue, but funds from 2025 will be used, and we are in the position now to begin to address the issues.

Councilmember Godfrey made a motion to approve the Hayes Engineering Inc. Work Order for Professional Services for the FY26 Street Improvements Program (\$118,500). Councilmember Jordan-Anderson seconded the motion, which passed by a vote of 7:0.

- D. Discussion and approval of the 2025 Joint Funding Agreement with the Marshall Firefighters' Relief & Retirement Fund (Pension), which increases the City's contributions beginning FY26 by 2% each year, through FY28, growing to a normal, annual contribution base rate of 27.8%; and, upon reaching the annual fixed rate of 27.8%, approve the development of an Actuarially Determined Contribution (ADC) Agreement for consideration by the City which will, on an annual basis, utilize the updated Fund Actuarial analysis to determine that fiscal years rate of contribution by the City, not to exceed 34.8%.

Brad Henrich, Actuary with Foster & Foster, provided an overview of the funding method of the pension and the options for resolution, which are to have an increase in contributions, reduction of benefits, or a combination of the two. A tentative agreement was reached, and the members have already approved it. The item is now being presented to council for approval.

The agreement is for the City to increase their contribution rate by 2% each year for the next three years, to get to 27.8% and the members will lower their benefits by 2%.

Brad Henrich stated the funding flaw was addressed. There is now a mechanism in place that self-corrects and reflects on the results and adjusts, so the plan will not get out of balance again. Members have agreed to share in the cost of the pension. The city negotiated the ultimate cap at 34.8% and this aligns with the interests of the board, members and the city.

Mayor Ware stated an informal agreement was reached and agreed to by the members with a 43:2 vote of the firefighters. The Firefighters Pension Review Board approved and put out an RFP for investment firms.

Councilmember Abraham asked what the current rate was, which was said to be 21.8%. Councilmember Abraham asked if we are sure the city can make the increases.

Melissa Vossmer stated that the 2% per year is a smoothing of what is needed and being over three years feels manageable. Melissa Vossmer stated this addresses the issue of an unfunded liability for the audit and this is more comfortable given the activity and approval of the board.

Councilmember Campbell asked if contributions are based on performance and not based on a flat fee. Mayor Ware stated the contracts are in the process of being signed.

Tanner Lane, Firefighter, stated the investment consultant gave a preliminary contract with a fixed fee schedule, but the whole fund's performance is considered.

Councilmember Campbell stated the fees charged by the firm should be performance-driven for management of assets and investments.

Councilmember Abraham stated the company needed to be incentivized to do better.

Tanner Lane stated board education and oversight is important and work is being done to establish a board policy for RFPs for investment. Mayor Ware agreed more review, oversight and education is needed.

Councilmember Morris asked if quarterly reports for the pension board are given to the firefighters, which it was stated that most of them are aware at a 1,000-foot view, but they need to and will do a better job of relaying the reports to the members. Councilmember Morris stated the firefighters need to know what is going on with their money and what is going on with their pension system.

Mayor Ware made a motion to approve the 2025 Joint Funding Agreement with the Marshall Firefighters' Relief & Retirement Fund (Pension), which increases the City's contributions beginning FY26 by 2% each year, through FY28, growing to a normal, annual contribution base rate of 27.8%; and, upon reaching the annual fixed rate of 27.8%, approve the Actuarially Determined Contribution (ADC) Agreement which will, on an annual basis, utilize the updated Fund Actuarial analysis to determine that fiscal years rate of contribution by the City, not to exceed 34.8%. Councilmember Godfrey seconded the motion, which passed by a vote of 7:0.

10. Adjournment

Councilmember Godfrey made a motion to adjourn. Councilmember Campbell seconded the motion, which passed by a vote of 7:0.

APPROVED:

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

ATTEST:

City Secretary



TO: City Council
DATE: February 12, 2026
ITEM #: 6.B
SUBJECT: Consider approval of a Joint Election Agreement with the Marshall Independent School District for the May 2, 2026 General Election. (City Secretary)

Recommendation for Action: Requesting approval of a Joint Election Agreement with MISD for the May 2, 2026 election.

Executive Summary: Attached is the Joint Election Agreement with Marshall Independent School District for the May 2, 2026 General Election. The purpose of this agreement is to allow Marshall ISD an opportunity to comply with Section 11.0581 of the Texas Education Code requiring all school board trustee elections to be held as a joint election with either the governing body of a municipality located in the school district or the governing body of the political subdivision for state and county officers in which that district resides. The joint election is also provided for in Chapter 271 of the Texas Election Code.

Focus Area(s): Improving Customer Service, Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments: 1. JOINT ELECTION AGREEMENT w City - May 2026

**JOINT ELECTION AGREEMENT BETWEEN
MARSHALL INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF MARSHALL**

This joint election agreement (“Agreement”) is entered into by and between Marshall Independent School District (“MISD”) and the City of Marshall, Texas (“City”) (collectively the “Entities”) by and through their duly appointed and qualified representatives pursuant to Texas Election Code §271.002(a) for the joint election to be held on **May 2, 2026**, as follows:

WHEREAS, MISD and the City plan to hold elections on the same day - May 2, 2026 - on which MISD plans to hold a Board of Trustees election for **the District 1, District 4 and District 5 Positions**, and the City plans to hold an election for various City official positions;

WHEREAS, Texas Education Code §11.0581 requires MISD to hold a joint election and the Entities desire a joint election in order to provide a convenient, simple, and cost-effective election for the voters of MISD and the City; and

WHEREAS, MISD and the City will or have each respectively enter(ed) into a Contract for Elections Services with the Elections Administrator of Harrison County for the conducting and supervision of the May 2, 2026 elections, including early voting (“Contracts for Elections Services”);

NOW, THEREFORE, it is agreed that a joint election will be held by MISD and the City under the terms stated herein.

1. The Entities will share at least one common election-day polling place on May 2, 2026, in accordance with the Contracts for Election Services;
2. The Entities’ respective authority and responsibilities related to the election are specified in the respective Contracts for Election Services; and
3. The governing bodies of the Entities hereby authorize their respective superintendent (or designee) and city manager (or designee) to vary the terms of this Agreement to the extent necessary to conform to applicable law and for the proper conduct of the joint election without further action by the Entities’ governing bodies. Any such amendment to this Agreement shall be of no effect unless in writing and signed by the superintendent and city manager, or their designees.

AGREED:
MARSHALL INDEPENDENT SCHOOL DISTRICT

AGREED:
CITY OF MARSHALL, TEXAS

By: _____
Board President Date signed

By: _____
City Manager Date signed



TO: City Council
DATE: February 12, 2026
ITEM #: 6.C
SUBJECT: Consider approval of an updated Water Supply Contract between the City of Marshall and Prysmian Group for the continued sale and delivery of treated water to Prysmian Group's cable manufacturing facility located in Scottsville, Texas. (Public Works)

Recommendation for Action: Motion to approve a Water Supply Contract between the City of Marshall and Prysmian Group.

Executive Summary:

This item is for consideration and approval of a Water Supply Contract between the City of Marshall and Prysmian Group for the continued sale and delivery of treated water to Prysmian Group's cable manufacturing facility located in Scottsville, Texas. The City has continuously provided water service to this facility through an existing connection since 1968.

Under this agreement, the City will continue to supply treated water through the existing 6-inch connection at a maximum diversion rate of 1,000 gallons per minute at 50 PSI, not to exceed 50,000 gallons per day and 1.5 million gallons per month, unless temporary increases are approved in writing by the City. Prysmian Group will continue to be billed at the City's adopted commercial water rate for customers inside the city limits and will reimburse the City for any direct costs attributable to providing this service, including metering, regulatory, or capital-related expenses.

The contract has an initial term of five (5) years, with the option for two (2) additional five-year renewals upon mutual written agreement. The agreement outlines responsibilities related to metering, billing, water quality, conservation compliance, backflow prevention, indemnification, and termination for nonpayment, and confirms that water service is solely for Prysmian Group's manufacturing operations.

Approval of this agreement formalizes long-standing service, ensures compliance with state law and regulatory requirements, and protects the City's water system while continuing to support a major industrial customer in the region.

Focus Area(s): This item aligns with the following council adopted focus area(s):

Budget Cost:

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments: 1. Water Supply Contract - Prysmian Group

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRISON

WATER SUPPLY CONTRACT - PRYSMIAN GROUP

This Water Supply Contract (hereinafter called Agreement) is made and entered into this _____ day of _____, 2026, by and between the City of Marshall, Texas (hereinafter called City), a municipal corporation, and Prysmian Group, a commercial business corporation duly authorized to do business in the State of Texas (hereinafter called Prysmian Group) individually, a "Party" and collectively, "Parties" acting through its duly authorized representative:

WITNESSETH:

WHEREAS, City owns and operates a water supply and water distribution with sufficient supplies of water capable of serving the needs of Prysmian Group's cable manufacturing facility located in Scottsville, Texas, up to the maximum quantity and diversion rate specified in this Agreement; and,

WHEREAS, the City of Marshall has previously provided a reliable water supply for Prysmian Group through an existing connection since 1968 and Prysmian Group desires to continue purchasing water through the existing connection to serve their manufacturing needs, and

WHEREAS, the City is authorized by Chapter 552 of the Texas Local Government Code to sell treated water to customers outside the corporate city limits; and

WHEREAS, the City of Scottsville, Texas holds the water and wastewater Certified Certificate of Need (CCN) to serve the Prysmian Group location, but cannot adequately serve the Prysmian Group manufacturing facility water and wastewater needs and has agreed to consent to the City of Marshall providing water and wastewater services to Prysmian Group; and

WHEREAS, the Parties concur that the terms, conditions, and considerations stated herein are fair, just and reasonable and will mutually benefit the Parties and serve a good business interest; and,

WHEREAS, City has agreed to sell Prysmian Group water for the use of its current and future manufacturing operations through the existing connection on a daily basis; and

WHEREAS, the Parties fully understand and agree that this Water Supply Contract is only intended to serve Prysmian Group manufacturing facility and operations in Scottsville, Texas and shall not be used to supply other outside sources without prior written consent of the City, and for the considerations and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises, covenants and considerations set forth herein, the Parties hereto agree as follows:

ARTICLE I
SALE TO PRYSMIAN GROUP

City agrees to sell to Prysmian Group and Prysmian Group agrees to purchase from the City at the Point of Delivery specified in Article IV hereof, treated water in the quantities and subject to the terms and conditions as set forth in this Agreement.

ARTICLE II
DEFINITIONS

- a. "Agreement" means this Agreement and any amendments thereto.
- b. "Effective Date" means the _____ of _____, 2026.
- c. "Maximum Daily Rate of Flow" means the highest daily rate of flow of water delivered to Prysmian Group Water Supply by City on any day.
- d. "Maximum Diversion Rate" means the rate at which the City is obligated to deliver Water at the Point of Delivery, For this Agreement, the Maximum Diversion Rate shall be 1000 gallons per minute at 50 PSI, and not to exceed 50,000 gallons per day, unless prior written approval on a temporary basis is granted by the City. (For purposes of this definition, "temporary" is defined as not exceeding a period of 90 consecutive calendar days.)
- e. "Maximum Monthly Quantity" means the maximum quantity of water which City is obligated to deliver to Prysmian Group under the terms of this Agreement during any calendar month. Under this Agreement, the Maximum Monthly Quantity is 1.5 million gallons per month, unless prior written approval on a temporary basis is granted by the City. (For purposes of this definition, "temporary" defined as not exceeding a period of 90 consecutive calendar days.)

- f. "Monthly Direct Costs" means a monthly charge to recover costs which are solely attributable to provision of service to Prysmian Group, which shall be limited to: meter calibration or repair, additional capital expenditures for facilities chargeable to Prysmian Group which are not recovered by lump sum payment, and other appropriate direct charges related to state or federal regulatory changes.
- g. "Point of Delivery" means the existing 6" connection between the City system and Prysmian Group's system just south of Prysmian Group's facility on Highway 80 in Scottsville, Texas.
- h. "TCEQ" means the Texas Commission on Environmental Quality or any successor state agency.
- i. "Total Maximum Diversion Rate" means the maximum rate at which City is Obligated to deliver water to Prysmian Group under the terms of this Agreement, expressed in gallons per minute, at all Points of Delivery combined. The Points of Delivery and the maximum diversion rate for each Point of Delivery are identified in Article IV.
- j. "Water" means treated water, at the Point of Delivery, meeting the standards of treatment established by the Texas Department of Health, the TCEQ, or any successor or other state agency of appropriate jurisdiction, and meeting the requirements of the Federal Safe Drinking Water Act, Title 42 U.S.C.A. '300F.
- k. "Water Year" means the City's Fiscal Year (January 1 of any year through December 31 of the following year).

ARTICLE III
PAYMENT

Prysmian Group shall be responsible to render payment for that amount of water that it takes at the Point of Delivery. The cost of water supplied to Prysmian Group shall be based upon the water rate schedule of the City of Marshall in effect for commercial customers inside the city limits of Marshall as such schedule adopted

and may hereafter be amended by the City Council (other than NORIT Americas, Inc.). Payment for water to be supplied under this Agreement shall also be subject to all other conditions, restrictions and limitations imposed upon other businesses purchasing water from the City, as such terms and conditions may be changed from time to time by the City Commission in the form of the City's tariff for similar services. In addition, Pysmian Group shall reimburse the City for any Monthly Direct Costs incurred by the City.

ARTICLE IV
MAXIMUM MONTHLY QUANTITY AND MAXIMUM DIVERSION RATES

The City agrees to supply water to Pysmian Group at a rate of 1,000 gallons per minute at 50 PSI and in the quantities required by Pysmian Group, up to the Maximum Diversion Rate and the Maximum Monthly Quantity. If Pysmian Group, from time to time, requests additional quantities of water or rate of delivery in excess of the Maximum Monthly Quantity or Maximum Diversion Rate, then the City will use its best efforts to furnish such additional water subject to the terms hereof or to deliver Water at the requested rate of delivery. The City shall not be obligated to provide any additional facilities to so deliver water to Pysmian Group in excess of its maximum obligations provided herein. The price for such additional water shall be the price set forth in Article III hereof.

ARTICLE V
TITLE TO AND RESPONSIBILITY FOR WATER

- a. Title to, possession and control of water shall remain in City to the Point of Delivery, upon which title to, possession and control shall pass to Pysmian Group.

- b. City shall be in exclusive control and possession of the water deliverable hereunder until the same shall have been delivered to Prysmian Group at the Point of Delivery, at which point Prysmian Group shall be in exclusive control and possession thereof and solely responsible for any damage or injury caused thereby.

- c. City shall retain title to the water main and appurtenances, shall maintain and operate the same, and may enlarge or improve such water main and appurtenances and repair and replace with such enlargements and improvements without further consent or approval of Prysmian Group, but no part of the cost thereof shall be charged to Prysmian Group. City may serve additional customers as it desires from such water main and appurtenances, but City shall not serve other customers or obligate itself to serve any other customers from such water main in any manner which impair City's ability to furnish to Prysmian Group treated water in the Maximum Monthly Quantities and Maximum Diversion Rates identified in Article IV.

ARTICLE VI
METERING FACILITIES

- a. City shall furnish and install the metering equipment and all related telemetry and controls that the City determines to be appropriate for the measurements and controls necessary under this Agreement. The City shall operate, maintain, repair, and calibrate all metering equipment, including telemetry, installed by City at the Point of Delivery. All costs of such operation, maintenance, repair, and calibration of metering equipment shall be billed to Prysmian Group as Direct Costs, as provided for herein.

- b. The properly authorized officers, agents and representatives of the City shall at all times have free access to the metering equipment for the purpose of shutting off water for the failure to pay the water rates; for the purpose

of reading the registration of said meters; to examine, shut off and test the same to ascertain whether or not they are in good condition and repair; and to make such repairs upon the same as may be necessary or requested in writing by City.

- c. City shall, at reasonable times, provide Prysmian Group with access to all metering equipment, including any associated telemetry signals, used in making any measurements under this Agreement. City may test the metering equipment on its own initiative, and shall test such metering equipment for accuracy upon request by Prysmian Group, which request shall not be made more frequently than once in any twelve-month period for each meter. In the event the percentage of accuracy of such metering equipment is found as the result of any testing, whether requested by Prysmian Group or performed by City on its own initiative, to be within the tolerance of two percent (2%), such meter shall be deemed to have correctly measured the quantity of water taken hereunder. If, however, upon any test of the percentage of the accuracy tolerance, such tolerance is found to be in excess of two percent (2%), then such meter shall be adjusted at once to register correctly and accurately, and the amount paid by Prysmian Group to City for the period from the last test on that meter until the current test (but for no more than three months) shall be adjusted by debit or credit in accordance with the percentage of inaccuracy found by such test.
- d. In the event such metering equipment is out of service or out of repair and the amount of water taken cannot be ascertained or computed by the reading thereof, the amount of water taken during this period shall be estimated and agreed upon by Prysmian Group and City, unless the Parties otherwise agree, based upon the amount of water pumped in the corresponding period of the previous year (including any unaccounted for loss of water), as shown in existing records.

ARTICLE VII
INITIAL DELIVERY

Commencement of the delivery of water by City to Prysmian Group to the Point of Delivery and pursuant to the terms and conditions of this Agreement shall be immediately upon the Effective Date of this Agreement, unless otherwise agreed to in writing by the Parties hereto.

ARTICLE VIII
BILLING AND PAYMENT

- a. For purpose of billing, City shall read the metering equipment provided for herein on or about the same day of each month (or more frequently if necessary as determined by City) and shall report the total quantity of water taken (or rate of take thereof) for each meter during the preceeding month to Prysmian Group on or before the 7th day after reading the meter each calendar month.
- b. City shall render to Prysmian Group, on or before the 7th day after reading the meter each month, at the address designated herein, (or as otherwise designated by Prysmian Group) a statement with the following information:
1. The date and reading of each meter at the beginning and at the end of the period for which the statement is rendered; the quantity of water diverted at each meter;
 2. The total amount due for the water consumed;
 3. The total amount due on or before the due date of the bill;
 4. The amount of the charge or credit, if any, applicable to past undercharge or overcharge as determined by the true-up process.

c. Such statement shall be due and payable at City's offices in City Hall (or at such other place designated by City) on or before the thirtieth (30th) day after the receipt of such statement.

ARTICLE IX
CANCELLATION FOR NONPAYMENT

In the event that Pysmian Group, without good cause, fails to make any payment within thirty (30) days of the due date prescribed in this Agreement the City may elect to cancel this Agreement by providing written notice of such nonpayment and cancellation to Pysmian Group no less than thirty (30) days before the date for cancellation specified in such notice. Upon receipt of such notice, Pysmian Group shall have an opportunity to cure its nonpayment on or before the date for cancellation specified in the notice. Notwithstanding the forgoing, the City reserves the right to pursue any remedies available to it under the law in the event of nonpayment by Pysmian Group.

ARTICLE X
REPORT MAJOR WATER LEAKS AT FACILITY

Pysmian Group agrees to immediately notify the City of any known or suspected major water leaks in their facility in Scottsville, Texas so the City can make plans to accommodate the needs of other customers in its water distribution system. For purpose of this section, a "major" leak means any leak that Pysmian Group believes could interrupt service within the City's water distribution system.

ARTICLE XI
INDEMNITY BY PRYSMIAN GROUP

- a. Pysmian Group agrees that the use of the treated water provided for in this Agreement shall be at the sole risk of Pysmian Group and Pysmian Group agrees to indemnify and hold City harmless from any and all claims for damages to property arising out of or in any way connected with the use of said water by Pysmian Group or any other person.
- b. Pysmian Group agrees to indemnify and hold City harmless from any and all claims for damages, loss of life, injury or illness to any person or persons or for damages to property arising out of Pysmian Group's gross negligence or willful misconduct in the use of General Cable's water distribution system.
- c. To the extent permitted by law, City shall not be responsible in damages for any failure to supply water or for any interruption of the supply, except to the extent caused by the gross negligence or willful misconduct of the City.

ARTICLE XII
RESALE OF WATER

- a. Pysmian Group shall not permit the use of any water provided pursuant to this Agreement for any use other than commercial and industrial purposes. Pysmian Group is not authorized to resell any water provided pursuant to this Agreement without prior written consent of the City.

ARTICLE XIII
PRYSMIAN GROUP'S OBLIGATIONS

- a. Pysmian Group shall comply with any and all sanitary regulations, both present and future, of the Texas Department of Health, the TCEQ, or any other State agency of appropriate jurisdiction.

- b. Prysman Group shall comply with the provisions of any applicable water conservation plan and drought contingency plan formally adopted by the City Council of Marshall by Ordinance for implementation within the City's corporate boundaries for City's customers or any water conservation plan or drought contingency plan adopted by an administrative agency of the State of Texas applicable to Prysman Group or Prysman Group's service area, including implementation of any necessary rationing plan or program which the City adopts for implementation within the City's corporate boundaries. In lieu of adopting the exact same rationing plan or program as the City, Prysman Group may implement an alternative rationing plan provided said rationing plan will conserve the same or a greater amount of water as under the plan implemented by City.
- c. Prysman Group shall maintain an air gap separation or an approved backflow assembly device at the Point of Delivery (service connection). The backflow preventer must be certified for operation upon installation and annually tested by a certified backflow assembly tester. Prysman Group shall provide testing results to the City for review and audit within five days of the date of receiving the report.
- d. Prysman Group shall notify City as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quality of the water received hereunder.

ARTICLE XIV
SUSPENSION OF DELIVERY

City shall have the right to make inspections and require tests of the quality of the water supply within Prysman Group's distribution system. In the event City shall determine that water from Prysman Group's system is flowing back into City's pipes or other delivery facilities or that the condition of Prysman Group's system or other facilities creates a hazard to the health, safety or welfare of the water consumers of City, City shall have the immediate right to suspend delivery of

water as provided herein and to disconnect any connections with Pysmian Group's system until City is satisfied that such conditions have been corrected.

ARTICLE XV
WATER QUALITY

City makes no warranty, express or implied, as to the suitability or quality of the water to be provided under this Agreement. City agrees that the quality of the water delivered by it to Pysmian Group will meet or exceed the standards established by the regulations of the Texas Department of Health, the TCEQ, and the provisions of the Safe Drinking Water Act, Title 42 U.S.C.A., Section 300F, as administered by the United States Environmental Protection Agency. City shall take such steps as shall be required to bring all water delivered to Pysmian Group under the terms of this Agreement into compliance with such regulations and laws.

City recognizes that Pysmian Group may use treated water delivered hereunder for purposes other than human consumption and that the operation of Pysmian Group's facility may be affected by organic and inorganic changes in the quality of the water even though such changes do not make the water unpotable. City agrees to cooperate with Pysmian Group to determine organic and inorganic changes in the quality of water delivered hereunder, and City further agrees to notify Pysmian Group of any organic and inorganic changes in quality, but City shall not be liable for any failure to so notify Pysmian Group.

ARTICLE XVI
PRIORITY

In the event City finds the necessity to reduce water supply to its own users, the same pro rata reduction may be effected to Pysmian Group. The City

agrees to give Prysmian Group verbal notice of such reduction and the terms of such reduction as soon as practical, , but no later than eight (8) hours after such reduction, followed by written notice within five (5) working days.

ARTICLE XVII
FORCE MAJEURE

In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, other than the obligation to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that upon such Party's giving notice in full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, so far as they are affected by such cause, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all responsible dispatch. Force Majeure, as used herein, shall mean interferences not reasonably within the control of the Party claiming force majeure, arising out of acts of God, governmental action, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, and restraints of government and people, civil disturbances, explosions, major breakage or accidents to machinery, conduits and/or pipelines, partial or entire failure of the supply of water, extreme and unforeseeable delays in transportation and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the part claiming suspension.

ARTICLE XVIII
TERM

- a. This Agreement shall be a binding obligation on the Parties hereto from and after the execution hereof and shall extend for an initial term of five (5) years from the Effective Date hereof.
- b. This Agreement may be extended for two (2) additional five (5) year terms upon mutual written agreement by the City and Prysman Group no later than the fourth (4th) and ninth (9th) anniversary of the Effective Date of this Agreement.

ARTICLE XIX
ASSIGNMENT

This Agreement shall be in binding upon and inure to the benefit of the respective Parties hereto and their legal successors but the same shall not be otherwise assignable in whole or in part by either Party without first obtaining the written consent of the other.

ARTICLE XX
GOVERNING LAW AND VENUE

This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction. Venue for any actions arising under this Agreement in state courts shall lie exclusively in the courts of Harrison County, Texas. Venue for any actions arising under this Agreement in federal courts shall lie exclusively in the Eastern District of Texas, Marshall Division.

ARTICLE XXI
NOTICES

Unless otherwise provided in this Agreement, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail postage paid and registered or certified and addressed to the Party to be notified with return receipt requested, or by hand delivering the same to the Party as identified in this Article. Any such notice deposited in the mail in the manner hereinabove described shall be deemed to be delivered, unless otherwise stated in this Agreement, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.

Notice to City:
City Manager
City of Marshall
401 S. Alamo Blvd.
Marshall, TX 75670

With a Copy
City Attorney

Notice to Prysmian Group:
Prysmian Group
P.O. Box 430
9975 US Highway 80 East
Scottsville, TX 75688
Attn: Fred Carr

With a copy to:
Prysmian North America HQ
4 Tesseneer Drive
Highland Heights, KY 41076
Attn: Corporate Counsel

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other Party.

ARTICLE XXII
MISCELLANEOUS

- a. All headings of the Articles and particular sections of this Agreement have been inserted for the convenience of reference only and are not to be considered as part of this Agreement and in no way shall they affect the interpretation of any provision of this Agreement.
- b. A waiver by either Party of any default by the other hereunder shall not be deemed a waiver by such Party of default of the other which may thereafter occur.
- c. In case any one or more of the Articles, sections, provisions, clauses or words of this unconstitutionally shall not affect any other Articles, sections, provisions, clauses or words of this Agreement and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, section, provision, clause or word had not been included herein.
- d. City may, at its sole discretion, alter or modify the beginning and ending dates of its Fiscal Year which applies for purposes of this Agreement. City shall provide Prysmian Group written notice of any change in City's Fiscal Year.
- e. This Agreement contains all of the agreements between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals on this _____ day of _____, 2026.

CITY OF MARSHALL
401 South Alamo
Marshall, Texas 75670

Melissa Vossmer
City Manager

ATTEST:

Nikki Smith
City Secretary

APPROVED AS TO FORM:

Scott Rectenwald
City Attorney

Prymian Group
PO Box 430
US Highway 80
Scottsville, Texas 75688-0430

By: _____
Fred Carr

Title: Plant Director



TO: City Council
DATE: February 12, 2026
ITEM #: 6.D
SUBJECT: Consider approval of an updated contract between the City of Marshall and the City of Scottsville for sanitary sewer service. (Public Works)

Recommendation for Action: Motion to approve an updated contract between the City of Marshall and the City of Scottsville for sanitary sewer service.

Executive Summary:

This item considers approval of a contract between the City of Marshall and the City of Scottsville for the provision of sanitary sewer service. The agreement allows Scottsville to remain connected to an existing City of Marshall sanitary sewer main to serve the Sugar Creek Estates subdivision located on Highway 80.

Under the contract, Scottsville is responsible for all costs associated with the installation, operation, maintenance, and repair of its service lines, lift stations, and metering equipment. Scottsville will also maintain and annually calibrate the flow meter at its expense and provide calibration results to the Marshall Water Utilities Director.

Scottsville will be billed monthly at the same sewer rates charged to customers within the City of Marshall, as established by ordinance, based on metered effluent flows. Rates will adjust proportionally with any future sewer rate increases approved by the City. Marshall retains the right to discontinue service for nonpayment exceeding 30 days or if service interferes with Marshall's ability to serve its residents.

The agreement places no maintenance or operational responsibility on the City of Marshall for Scottsville's facilities and includes indemnification provisions protecting the City. The contract has an initial term of three years, with up to five optional renewal terms of equal duration, and may be terminated for breach or with 120 days' notice if service to Marshall residents is adversely affected.

Focus Area(s): This item aligns with the following council adopted focus area(s):

Budget Cost:

Staff Contact: Douglas Box, Interim Director of Public Works

Attachments: 1. Scottsville Marshall Sewer Contract (2026)

Contract Between Prysmian Group and the City of Marshall

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRISON

CONTRACT AND AGREEMENT FOR SANITARY SEWER SERVICE
BETWEEN CITY OF SCOTTSVILLE AND CITY OF MARSHALL

This agreement is made and executed as of this _____ day of _____, 2026, by the City of Marshall, Texas, a municipal corporation, hereinafter referred to as Marshall, and the City of Scottsville, Texas, a municipal corporation, hereinafter referred to as Scottsville. It is agreed by Marshall and Scottsville as follows:

1.

Marshall covenants and agrees to permit Scottsville to tap and connect onto the main sanitary sewer line owned and operated by the City of Marshall running from the Marshall Industrial Park in a southwesterly direction toward the sanitary sewer treatment plant of the City of Marshall, Texas.

2.

Scottsville, at its own expense, agrees and covenants to take all actions necessary for the proper installation and maintenance of the service line or lines from its intersection and junction with the City of Marshall's Sanitary main line to their source. Scottsville further agrees to maintain, at its cost and expense, the metering device located at or near the junction of the lift station with the service line that connects with the City of Marshall's main sewer line. The meter will be calibrated at Scottsville's own expense on an annual basis and the Marshall Water Utilities Director shall be notified of the results of this test.

3.

Scottsville agrees to pay Marshall on a monthly basis, on the tenth day of each month, the metered rate as fixed by ordinance and charged consumers within the City of Marshall as fixed by Section 31-3 of the municipal code of Marshall. The monthly charge shall be determined by the metered rate per thousand gallons of effluent flowing into the Marshall main sewer line for the preceding month.

Provided that the rate set herein to be charged by Marshall to Scottsville shall be amended at the option of Marshall at the same rate and proportion as sewer rates are increased for citizens of the City of Marshall. Should Scottsville fail to make payments as called for herein and continue in default for a period of more than 30 days, Marshall may at its option, terminate and discontinue accepting effluent into its main sewer line from the service line operated by Scottsville. A method acceptable to Marshall to cut off such effluent flow between the lift station on the service line with the main sanitary sewer line

shall be installed and maintained at no expense to Marshall. All effluents received from the Scottsville service line must comply with all restrictions and limitations placed on all permits held by Marshall for the operation of its sanitary sewer system and shall consist solely of normal household effluent.

4.

It is understood and agreed by and between the parties hereto that Marshall assumes no responsibility for the maintenance, installation, upkeep, or any other liabilities, directly, or indirectly associated with the service line owned and operated by Scottsville. Any and all pump stations or other necessary facilities shall be installed and maintained at the expense of Scottsville and Scottsville shall be responsible for any and all overflows or other problems resulting therefrom. It is understood and agreed by the parties hereto that the sanitary sewer system operated by Marshall is for the benefit of its citizens first and in the event the operation of this contract interferes with the providing of such service to the citizens of the City of Marshall, in any manner, Marshall may terminate this contract without liability to Scottsville any other party upon Marshall giving 120 days prior notice to Scottsville of its election to terminate this agreement in accordance with the notice provisions herein.

5.

It is understood and agreed that the service line referred to herein is owned, operated, and maintained by Scottsville and shall be for the limited purpose of serving only that subdivision known as Sugar Creek Estates located on Highway 80, and no other sewer service shall be attached or connected hereto without the prior written consent of the City Manager of the City of Marshall, Texas.

6.

Scottsville agrees to hold harmless and indemnify Marshall for any and all damages, actions, or causes of actions of every kind and character arising out of or resulting from the actions or inactions of Scottsville in connection with this contract or in connection with the construction, operation or maintenance of the sanitary sewer facilities owned, or operated by Scottsville as described herein.

7.

This contract shall be, for a term of three years from the date of execution hereof unless terminated earlier by the parties hereto under the provisions herein; provided, however, that this contract may be renewed, for succeeding option terms of equal duration

upon the termination of the primary term hereof (for a maximum of five such terms) provided for herein. Unless Scottsville notifies the City of Marshall on or before 180 days prior to the expiration of the initial term or any extended term, of its election to not exercise any option provided herein, Scottsville shall be deemed to have elected to exercise said option. The City of Scottsville shall give notice to Marshall at least 180 days prior to the expiration of the final extended term of this contract.

8.

This contract may be terminated immediately upon the breach of any of the terms or conditions of this contract by either party.

9.

Any notice required or permitted to be delivered hereunder shall be deemed sufficiently given and delivered when actually received by Marshall or Scottsville, as the case may be, or whether actually received or not, when deposited in the United States Mail, postage prepaid, for delivery by Registered or Certified Mail, Return Receipt Requested, addressed to City of Marshall or Scottsville, as the case may be, at the address shown beneath the signature of such party hereon.

10.

This agreement shall be binding upon and inure to the benefit of the parties hereto in their respective successors and assigns where permitted by this agreement.

11.

This agreement shall be construed under and in accordance with the laws of the State of Texas and, all obligations of the parties, created hereunder are performable in Harrison County, Texas.

12.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other, provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Signed and executed this _____ day of _____, 2026.

CITY OF MARSHALL, TEXAS

CITY OF SCOTTSVILLE, TEXAS

BY: _____
Melissa Vossmer
City Manager
P.O. Box 698
Marshall, TX 75671

BY: _____

ATTEST:

ATTEST:

City Secretary

Title:



TO: City Council
DATE: February 12, 2026
ITEM #: 8.A
SUBJECT: Consider approval of an ordinance ordering a Special Election for Charter Amendments. (Charter Review Committee)

Recommendation for Action: Consider approval of an ordinance ordering a Special Election for Charter Amendments

Executive Summary: Attached is an ordinance ordering a Special Election for Charter Amendments to be held on May 2, 2026. An executed copy of the ordinance will serve as proper notice of the election as required by the Election Code.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Charter Review Committee

Attachments: 1. 20260203 Marshall ORD Special Election Charter Amendments.DRAFT FOR CITY REVIEW

FORDINANCE NO. O-26-_____

AN ORDINANCE OF THE CITY OF MARSHALL, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF MARSHALL TO BE HELD ON SATURDAY, MAY 2, 2026; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF MARSHALL; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, PUBLICATION, SEVERABILITY, REPEALER, PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marshall, Harrison County, Texas (the “City”), is a duly constituted home-rule municipality operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, the City Council appointed a Charter Commission to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to be approved by the voters at a Special Election called for such purpose on Saturday, May 2, 2026; and

WHEREAS, the Charter Commission completed its review and provided a report of recommendations to the City Council for appropriate amendments to the City Charter; and

WHEREAS, after due consideration, the City Council desires to conduct a Special Election on proposed amendments to the Charter on the Uniform Election Date of Saturday, May 2, 2026; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Marshall held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. FINDINGS OF FACT. All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2. CALL FOR SPECIAL ELECTION. The City Council hereby calls a Special Election for proposed amendments to the City Charter on the Uniform Election Date of Saturday, May 2, 2026, in accordance with and pursuant to the provisions and requirements of the laws of the State of Texas.

SECTION 3. PROPOSITIONS. The ballot propositions for the proposed amendments to the Home Rule Charter are as follows:

PROPOSITION A

Shall Section 3.07(b)(4) of the Marshall City Charter be amended to delete the word “regular” from the provision so that a Council member may be removed for failure to attend three (3) consecutive City Council meetings including special called meetings?

PROPOSITION B

Shall Section 3.09 be amended to provide that at the first regular meeting of the Council following the City’s general election, the Council shall elect one of its members to serve a two-year term as Mayor and elect one of its members to serve a two-year term as Mayor Pro Tem of the City instead of one-year terms for each position?

PROPOSITION C

Shall Section 4.05 be amended to eliminate the provision giving Council the ability to abolish or combine departments, including the ability to assign or transfer duties, and clarify that except for any City Council-appointed positions the Administrative Organization shall be under the control of the City Manager?

SECTION 4. ELECTION DAY

Election Officers. The City Council hereby appoints the Harrison County Elections Administrator and the Marshall City Secretary as the Election Day Officers for the City of Marshall.

Election Date. This Special Election shall be held jointly, with participating Harrison County political entities/subdivisions, on Saturday, May 2, 2026.

Precincts and Polling Places. The City hereby accepts the election precincts and polling places designated by the Harrison County Elections Administrator and approved by the Harrison County Commissioners Court for such election. The designated polling places for said Election Day shall be open from 7:00 a.m. until 7:00 p.m. Said locations are listed in **Exhibit “A”** of this Ordinance.

Election Judges. The Harrison County Elections Administrator will conduct said election for the City pursuant to the terms of an approved Election Services Contract.

The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Harrison County Elections Administrator and approved by the Harrison County Commissioners Court.

The Harrison County Elections Administrator is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

SECTION 5. EARLY VOTING

Early Voting Clerk. The City Council hereby appoints the Harrison County Elections Administrator as the Early Voting Clerk for the City of Marshall. The Harrison County Elections Administrator shall appoint the presiding judge(s) for each of said Early Voting and Temporary polling places and is hereby further authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being **April 20, 2026 through April 28, 2026**, the dates and times designated for early voting by personal appearance shall be designated by the Harrison County Elections Administrator. Said locations, dates, and times for early voting are listed in **Exhibit “A”** of this Ordinance.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places designated by the Harrison County Elections Administrator and approved by the Harrison County Commissioners Court. Said locations for early voting are listed in **Exhibit “A”** of this Ordinance.

After the Harrison County Elections Administrator finalizes contracts with all of the potential political entities/subdivisions wanting to participate in the Saturday, May 2, 2026, election a Notice of Election will be posted in English and Spanish by the City Secretary.

Listing the approved early voting locations, dates, and times on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than the twenty-first (21st) day before the date of the election and shall remain posted through Election Day.

Applications for Ballots by Mail: Applications for ballots by mail must be received, in the office of the Harrison County Elections Administrator, not later than 5:00 p.m. on **Tuesday, April 28, 2026**. The Early Voting Clerk’s mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Early Voting Clerk
Harrison County Elections Office
P. O. Box 8409
Marshall, Texas 75671-8409

SECTION 6. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Harrison County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

SECTION 7. CUSTODIAN OF ELECTION RECORDS

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Harrison County Elections Administrator shall be appointed as custodian of voted ballots, and the City Secretary of the City of Marshall will serve as the custodian of all other election records.

SECTION 8. VOTERS

Only resident, qualified voters of the City shall be eligible to vote in the election.

SECTION 9. NOTICE

That notice of the election on the proposed Charter amendments shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and before the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date, and the place of posting.

SECTION 10. VOTING DEVICES

Pursuant to the Election Code and the applicable Election Services Contract, the Harrison County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. Said election equipment has been certified by the Texas Secretary of State.

The Harrison County Elections Administrator will utilize a central counting station, as provided by Texas Election Code § 127.000 *et seq.*, as amended, on Election Day.

SECTION 11. CONDUCT ACCORDING TO STATUTES

In all substantive respects, the elections shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Marshall’s Home Rule Charter.

SECTION 12. ELECTION RESULTS

The Harrison County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on **Saturday, May 2, 2026**. The official canvass, tabulation and declaration of the results of the elections shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

SECTION 13. MANNER OF VOTING. Each Charter amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote “FOR” or “AGAINST” any amendment or amendments without voting “FOR” or “AGAINST” all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Marshall, Texas.

SECTION 14. PUBLICATION. The City Secretary shall publish this Ordinance on the City’s website, shall publish the adoption of this Ordinance by the City Council in the approved City Council minutes, and in accordance with any state laws.

SECTION 15. SEVERABILITY. The provisions of this Ordinance are severable, and if any sentence, section, or other parts of this Ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 16. REPEALER. All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 17. PROPER NOTICE AND MEETING. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 18. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage.

[Signatures Follow on Next Page]

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF MARSHALL, TEXAS, on the 12th day of February, 2026, on a vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF MARSHALL, TEXAS

Amy Ware, Mayor

ATTEST

Nikki Smith, City Secretary

Proposed To Be Amended

EXHIBIT “A”

EARLY VOTING LOCATIONS

FOR

MARSHALL SPECIAL ELECTION ON CHARTER AMENDMENTS

MAIN EARLY VOTING POLLING PLACE

[List Locations]

| <i>Day</i> | <i>Date</i> | <i>Hours of Operation</i> |
|-------------------|--------------------|----------------------------------|
| Monday | April 20, 2026 | 8:00 a.m. until 5:00 p.m. |
| Tuesday | April 21, 2026 | 8:00 a.m. until 5:00 p.m. |
| Wednesday | April 22, 2026 | 8:00 a.m. until 5:00 p.m. |
| Thursday | April 23, 2026 | 8:00 a.m. until 5:00 p.m. |
| Friday | April 24, 2026 | 8:00 a.m. until 5:00 p.m. |
| Monday | April 27, 2026 | 8:00 a.m. until 5:00 p.m. |
| Tuesday | April 28, 2026 | 8:00 a.m. until 5:00 p.m. |

ELECTION DAY VOTING LOCATIONS

**SATURDAY, MAY 2, 2026
7:00 A.M. TO 7:00 P.M.**

FOR

MARSHALL SPECIAL ELECTION ON CHARTER AMENDMENTS

[List Locations]



TO: City Council
DATE: February 12, 2026
ITEM #: 9.A
SUBJECT: Consider approval of a resolution ordering a General Election for City Councilmember Districts 5, 6, and 7. (City Secretary)

Recommendation for Action: Requesting approval of a resolution ordering a General Election for Districts 5, 6, and 7 for May 2, 2026.

Executive Summary: Attached is a resolution ordering a General Election for City Councilmember Districts 5, 6, and 7 to be held on May 2, 2026. An executed copy of the resolution will serve as proper notice of the election as required by the Election Code.

Focus Area(s): Improving Communication

Budget Cost: N/A

Staff Contact: Nikki Smith, City Secretary

Attachments:

1. R-26-XX Resolution Ordering Election 2026 English
2. R-26-XX Resolution Ordering Election 2026 Spanish

RESOLUTION
ORDER AND NOTICE OF CITY ELECTION

STATE OF TEXAS
COUNTY OF HARRISON
CITY OF MARSHALL

To the Resident Qualified Voters of the City of Marshall, Texas:

Take notice that an election will be held on the 2nd day of May, 2026, in the City of Marshall, Harrison County, Texas, at the place and in the manner set forth in the election resolution adopted by the City Council on the 12th day of February, which is as follows:

Resolution calling an election to elect City Council members from districts five, six, and seven.

WHEREAS, the election of the city officers is to be held on the first Saturday in May, now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALL:

1

That an election be held in said City of Marshall, Texas, on the 2nd day of May, 2026, at which election candidates for the offices of Councilmember District 5; Councilmember District 6; and Councilmember District 7 shall be submitted to the resident qualified voters of said City for their action thereon,

2

That the deadline for candidates to file an application for place on the election ballot is February 13, 2026,

3

That said election shall be held within the City of Marshall at Marshall Convention Center, 2501 E. End Blvd. South,

4

That the manner of holding said election shall be governed as near as may be possible to the General Election Laws of the State of Texas and none but resident qualified voters of said City shall be allowed to vote at said election,

5

That the ballots of said election shall conform to the requirements of the Election Code of the State of Texas, and

That the Harrison County Election Administrator is named the Early Voting Clerk and will conduct and supervise the election according to the agreement between the City of Marshall and said administrator. The Harrison County Election Administrator shall be appointed to or allowed to delegate the positions of Central Counting Station Manager, Tabulation Supervisor, and Assistant Tabulation Supervisor as provided for in the Texas Election Code, Chapter 31.094 and 31.095. The election services include conducting and supervising the City Election on May 2, 2026 and the early voting. Early voting shall be conducted at the office of the Harrison County Elections Administrator, 415 E. Burleson St. beginning April 20, 2026 through April 24, 2026 from 8:00 a.m. until 5:00 p.m., and April 27, 2026 and April 28, 2026 from 7:00 a.m. to 7:00 p.m. The final day for early voting shall be April 28, 2026. Early voting and voting on May 2, 2026 shall be by paper ballot and through a DAU (Disabled Access Unit). The last day to receive an application by mail for a ballot to be voted by mail is April 20, 2026. Applications for early voting ballots by mail shall be mailed to Harrison County Election Administrator, P.O. Box 8409, Marshall, Texas 75671.

A copy of this Resolution signed by the Mayor of the City Council and attested by the City Secretary shall serve as proper notice of said election. The City Secretary is authorized and directed to post a properly executed copy of said Notice of Election at City Hall and at the place where the election is to be held not less than 20 days prior to the date fixed for holding said election. The Secretary shall also cause said Notice of Election to be published once in a newspaper of general circulation published within the said City, the date of publication to be not more than 30 days nor less than 10 days prior to the date set for said election.

PASSED, APPROVED, AND ADOPTED this 12th day of February 2026.

AYES:

NOES:

ABSTAINED:

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

ATTEST:

CITY SECRETARY

RESOLUCION
AVISO Y ORDEN DE ELECCION DE LA CIUDAD

**ESTADO DE TEXAS
CONDADO DE HARRISON
CIUDAD DE MARSHALL**

A los votantes registrados de la Ciudad de Marshall, Texas:

Tome en cuenta que la elección se llevara acabo en el día 2 de mayo, 2026, en la Ciudad de Marshall, Condado Harrison, Texas, en el lugar que se expuso en la resolución de la elección por el consejo de la ciudad el día 12 de febrero, que es lo siguiente:

Llamada de resolución para elegir a miembros de la Consejo de la ciudad de los distritos cinco, seis, y siete.

MIENTRAS QUE, la elección de los oficiales de la ciudad es de ser aguantada el primero sábado de mayo, ahora, por lo tanto,

QUE SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE MARSHALL:

1

Que la elección se llevara acabo por la Ciudad de Marshall, Texas, en el día 2 de mayo, 2026, por cual la elección de candidatos para las oficinas de Consejo Distrito 5; Consejo Distrito 6; y Consejo Distrito 7; deben ser sometidos a los residentes calificados a votar de dicha ciudad y también,

2

Que la fecha límite para que los candidatos sometan su aplicación del lugar de su elección es febrero 13, 2026,

3

Que dicha elección se llevara acabo en la Ciudad de Marshall en Marshall Convention Center, 2501 E. End Blvd. South,

4

Y la manera donde de llevara acabo la elección debe ser gobernada lo mas cerca posible de la Elección General de Leyes del Estado de Texas y solamente residentes calificados de dicha ciudad se les debe dejar votar en la elección.

5

Que las votaciones de la elección mencionada deben estar de acuerdo a los requerimientos del Código del es Estado de Texas, y

Que el Administrador de la Elección del Condado de Harrison sea nombrado Encargado de la votación temprana y llevara acabo y supervisara la elección de acuerdo al acuerdo entre la Ciudad de Marshall y dicho administrador. El Administrador de Elecciones del Condado de Harrison será designado o autorizado a delegar los cargos de Gerente de la estación central de conteo, Supervisor de Tabulación, y Asistente de Supervisor de Tabulación de lo dispuesto en el Código Electoral de Texas, Capítulo 31,094 y 31,095. El servicio de elección incluirá conducir y supervisor la Elección de la Ciudad en mayo 2, 2026 y la votación temprana. La votación temprana se llevara acabo en la oficina del Administrador de Elecciones del condado de Harrison, 415 E. Burleson St. empezando abril 20, 2026 hasta abril 24, 2026 de 8:00am a 5:00pm, y abril 27, 2026 y abril 28, 2026 de 7:00am a 7:00pm. El día ultimo para votar será abril 28, 2026. La votación y votación temprana mayo 2, 2026 deben de ser por boleta de papel y por DAU (Acceso de Unidad Deshabilitada). El último día para recibir una solicitud por correo de una boleta que será votado es el 20 de abril del 2026. Deben ser enviadas a Administrador de Elecciones del Condado de Harrison, P.O Box 8409, Marshall, Texas 75671.

Una copia de esta Resolución firmó el Alcalde de la Consejo de la Ciudad y atestiguó por el Secretario de la Ciudad servirá como nota apropiada de dicha elección. El Secretario de la Ciudad es autorizado y es dirigido a anunciar una copia apropiadamente ejecutada de dicha Nota de Elección en el ayuntamiento y en el lugar donde la elección se llevara acabo que no sea menos de 20 días antes de la fecha fija para dicha elección. El Secretario también se encargara de publicarla al periódico para circulación general dentro de la ciudad, el día de la publicaron no debe de ser mas de 30 días o menos de 10 días de las fechas dichas para la elección.

PASADO, APROBADO, Y ADOPTADO este 12 de febrero 2026.

SIS: _

No: _

ABSTENIDO: _

EL ALCALDE DE EL CONSEJO
de la CIUDAD DE MARSHALL, TEXAS

ATESTIGUA:

SECRETARIO DE LA CIUDAD



TO: City Council
DATE: February 12, 2026
ITEM #: 10.A
SUBJECT: Discussion and Approval of the Proposed Marshall Library Service Policy for Patrons which includes Internet Use, Cell Phone Use and Behavior.

Recommendation for Action: Approve Library Policies for Patron Internet Use, Patron Cell Phone Use and Patron Behavior while Visiting the Marshall Public Library.

Executive Summary: The Marshall Library currently has a Collection Development Policy and a Circulation Policy. There is a need for a Service Policy to show clear guidelines for the Library Code of Conduct, Phone Use, Supervision of Children and Computer Use.

Library staff conducted research on current City Ordinances as well as looked at multiple service policies from other libraries. While the majority of our patrons make appropriate use of library facilities and services without issue, there is a need to have clear guidelines to fall back on when interacting with patrons.

The proposed Behavior Policy addresses general behavior while using the services and the facility and includes a Code of Conduct list as well as statements on Lost & Found and Animals in the Library. The behavior policy also outlines consequences for not following these guidelines.

In today's world, cell phone use has become a constant. In order to respect all patrons using the library, we have developed guidelines for respectful and appropriate use of cell phones while in the library. These include keeping phones on silent while in the library, keeping necessary calls quiet and brief, and using headphones when patrons are using a cell phone as a listening device. Library staff reserves the right to require patrons to move cell phone conversations outside the library when calls are disruptive.

The safety and positive impact library visits can have on children is of the utmost concern. The supervision of children (under the age of 12) falls solely to a parent/guardian. Library staff do not take the place of a parent, act as a caregiver or babysitter, nor assume responsibility for children. Clear guidelines for unattended children will help us ensure library visits are positive and children are safe.

Our Public Access computers are heavily used, with an average of over 1,000 sessions per month. Clear and concise guidelines for the use of these computers are warranted. The Computer Use Policy will include procedural guidelines, a code of conduct as well as information for patrons concerning wireless internet use.

The Library Board considered these policies at their 2-4-26 meeting, and they were approved. This is now coming forward for City Council review and approval. If approved, library staff will begin the process of creating signage and training patrons in the new policies.

Focus Area(s): This item aligns with the following council adopted focus area(s): Improving Infrastructure, Improving Customer Service and Improving Communication.

Budget Cost: No Applicable.

Staff Contact: Terri Nall, Library Director and Melissa Byrne Vossmer, City Manager

Attachments: 1. Proposed Library 2026 Service Policy - Draft

MARSHALL PUBLIC LIBRARY

SERVICE POLICY

Approved by the Board of Trustees
February 4, 2026

City Council

DRAFT

SERVICE POLICY
TABLE OF CONTENTS

| | |
|------------------------------|---|
| INTRODUCTION..... | 2 |
| LIBRARY CODE OF CONDUCT..... | 3 |
| SUPERVISION OF CHILDREN..... | 4 |
| PHONE USE..... | 5 |
| COMPUTER/INTERNET USE..... | 6 |

SERVICE POLICY
MARSHALL PUBLIC LIBRARY

The Marshall Public Library is a department of the City of Marshall. The library serves all residents of the City of Marshall and, through interlocal agreement, other citizens of Harrison County. Service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical conditions; age; or sexual orientation.

The use of the library may be denied for due cause. Such causes may be failure to return library materials or to pay fines, destruction of library property, disturbance of other library patrons, any other illegal, disruptive, or objectionable conduct on library property, or violation of other adopted library policies.

BEHAVIOR POLICY

Marshall Public Library, under the direction of the Library Director, determines the rules and regulations for public behavior in the facility. These rules are necessary to protect the rights of individuals to use and enjoy library property, materials and services as they were intended: to conduct library business without interference; to preserve library materials and facilities from harm; and to ensure the rights and safety of library users, staff, and volunteers. Adults and children are expected to behave appropriately and not engage in inappropriate behavior in the library.

In situations where library staff feels that the well-being, health, safety or security of library users, staff, or volunteers is threatened, or that an illegal act has been committed, library staff may take any and all appropriate actions including, but not limited to, asking library users to leave the premises and/or calling law enforcement.

MPL staff may temporarily or permanently ban any individual who repeatedly displays inappropriate behavior, threatens themselves or others, disrupts the ability of others to use library facilities or resources, engages in illegal activity, violates City ordinances or seriously violates behavior guidelines.

LIBRARY CODE OF CONDUCT

1. All library guests must act in a manner that does not interfere with the rights of others in their use and enjoyment of library services, or the library staff's ability to provide service.
2. Children under the age of 12 must have responsible adult supervision at all times. An adult is an individual of 18 years of age or older. (See Supervision of Children)
3. Using library facility for reasons other than its intended purpose is prohibited. Prohibited behaviors include loitering, bathing (except hand washing), shampooing, shaving, personal grooming, and washing clothes or utensils. Gold Room has a separate set of procedures.
4. Any use of cellphone or other communication device should be respectful of other library guests so as to limit the volume and duration of use. (See Cell Phone Policy)
5. Consumption of alcohol, illegal drugs, smoking of any kind and use of tobacco products, including electronic vaping, are prohibited.
6. Treat library materials, equipment and facilities appropriately as defined by normal usage.
7. Do not block any library entrance, exit, aisle or path. Leave furniture where it is placed. Keep feet off of furniture. Do not climb on furniture or displays.
8. Any food or drink should be carefully consumed as to be mindful of litter and potential damage to library property. Drinks should have a cover. No food or drink is allowed in computer areas.

LOST & FOUND

Remember to be alert to your surroundings and mindful of personal items. The library is not responsible for your possessions. Items left at the library are kept in Lost & Found for 30 days and then discarded.

ANIMALS IN THE LIBRARY

No animals are allowed on library premises or at a library event except those that qualify as a service animal pursuant to applicable state and federal laws. Special permission may be granted for animals that are part of a library sponsored program.

SUPERVISION OF CHILDREN

Marshall Public Library encourages visits by children and it is our hope to make these important visits both memorable and enjoyable for children. Library staff is not responsible for the care of unsupervised children in the library. Library staff do not take the place of the parent, act as caregiver or baby-sitter, nor assumes responsibility for children.

All children under the age of 12 must be accompanied by a parent or designated responsible adult while in the library. Children 12 and over may use the library unsupervised as long as they follow behavior guidelines.

UNATTENDED CHILDREN

1. Marshall Public Library assumes no responsibility for children left unattended on library premises.
2. To promote the safety of children, the library expects parents, or a responsible caregiver, to stay with children in their care in the library.
3. Sudden emergencies may occur in the library and in such cases the library assumes no responsibility for an unattended child. Parents, guardians, or caregivers should be sure their children know what to do and where to go when the library closes.
4. When a child is determined to be unattended and a parent or guardian is not available, cannot be located or contacted, the library will place the child in the care of the Marshall Police Department.

PHONE USE

Marshall Public Library maintains an environment conducive to reading, studying, research, and quiet collaboration. All library users are expected to respect those who desire or need a quiet environment. Patrons will follow these cell phone policies:

- Phones will be put on vibrate or silent when in the library.
- Patrons will refrain from making or taking calls during library programs.
- All calls made or taken in the library will be quiet and brief.
- Library staff will require patrons engaged in disruptive or extended phone conversations to move outside the library.
- Patrons must use headphones when using a cell phone as a listening device.

Failure to follow and abide by this policy may result in disciplinary actions by Library Staff as stated in the Library Rules of Conduct Policy.

There is a courtesy public phone in the library business center.

- Dial 9 to get an outside line.
- No incoming calls allowed.
- Outgoing calls will be quiet and brief.
- Patrons who are loud or use objectionable language will be asked to terminate their call.

COMPUTER USE POLICY

By logging onto a public access computer, patrons agree to the following:

- Patrons are required to have a valid Marshall Public Library card to use a public computer or show a valid photo ID in order to receive a guest pass.
- Session length is 1 hour. If there is no waiting list, patrons may request additional time be added to their session in one-hour increments.
- Children under 18 must have parent/guardian permission in order to access internet. This permission is recorded on their library account. For those using a guest pass, the parent/guardian must be with them to grant permission.
- Children under 12 must have a parent/guardian with them to use a public access computer. There are computers in the Children's room that have games/educational software available.
- Lost work – Our public access computers will not save your work once your session is logged out. Patrons must save their work on their own thumb drive or cloud-based storage. MPL is not responsible for lost work.
- Printing is available for black/white and color (see staff for pricing) Printing on 2 sides of one paper counts as 2 prints.

COMPUTER USE CODE OF CONDUCT

- No food/drinks allowed in computer area.
- Patrons may not disrupt or disturb other computer users (see cell phone policy).
- Headphones must be used for audio programming.

WIRELESS INTERNET USE POLICY

MPL provides free wireless internet access. The library does not provide technical support for wireless users or their devices.

A wireless network is not secure. Information is not encrypted. Wireless users are responsible for providing security for their own equipment and electronic communications.

The library is not responsible for user-supplied equipment or internet content that users access or create using personal equipment.

By using the wireless network, you are agreeing to comply with the library's policies concerning use of the internet.



TO: City Council
DATE: February 12, 2026
ITEM #: 11.A
SUBJECT: Discussion regarding Charter Review Committee findings.

Recommendation for Action: Engage in discussion regarding Charter Review Committee findings.

Executive Summary: The Charter Review Committee has met several times and identified possible amendments to propose to voters in the City of Marshall, Texas.

Focus Area(s): This item aligns with the following council's adopted focus area(s): Improving Communication, Investing in our Workforce, Improving Customer Service.

Budget Cost: N/A

Staff Contact: Charter Review Committee members

Attachments: 1. Marshall Charter Review Committee Final Report 2.3.2026

Marshall Charter Review Commission

Final Report

Proposed Charter Amendments

Charter Provisions:

Section 3.07 Vacancies, Forfeiture of Office and Filling of Vacancies

- (b) **Forfeiture.** A Council member shall forfeit that office if the Council member:
- (4) fails to attend three (3) consecutive ~~regular~~ Council meetings without being excused by the Council.

Suggested Action:

This item may be proposed as a Charter Amendment. By deleting the word “regular” in the above Charter provision, the change has the effect of including both regular and special called Council meetings as part of the count for absences as it relates to attending meetings and forfeiting the office. Below is draft proposition language to include in the order for an election for this Charter Amendment:

Proposition A

Shall Section 3.07 (b) (4) be amended to delete the word “regular” from the provision so that a Council member may be removed for failure to attend three (3) consecutive Council meetings, including special called Council meetings?

Section 3.09 Mayor and Mayor Pro Tem

- (a) **Mayor.** At the first regular meeting of the Council following the City’s general election, the Council shall elect one of its members to serve a ~~one~~ two-year term as Mayor of the City. The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed on the Mayor by this Charter and all ordinances and resolutions passed in pursuance thereof. The Mayor shall vote as any other member of the Council and shall have no veto power. The Mayor shall be recognized as the chief executive officer and as the head of the City by all courts for the purpose of serving civil process, by the Governor for the purpose of enforcing military law, and for all ceremonial purposes.

- (b) Mayor Pro Tem. At the first meeting of the Council following the City’s general election, the Council shall elect one of its members to serve a ~~two~~one-year term as Mayor Pro Tem of the City. In the absence or disability of the Mayor to perform the duties of that office, the Mayor Pro Tem shall perform all such duties.

Suggested Action:

This item may be proposed as a Charter Amendment by amending the election of the Mayor and Mayor Pro Tem for a term of two years at the first regular meeting of the Council following the City’s general election. Below is draft proposition language to include in the order for an election for this Charter Amendment:

Proposition B

Shall Section 3.09 be amended to provide that at the first regular meeting of the Council following the City’s general election, the Council shall elect one of its members to serve a two-year term as Mayor and elect one of its members to serve a two-year term as Mayor Pro Tem of the City instead of one-year terms for each position?

Section 4.05 Administrative Organization

There shall be such administrative departments, offices, or other administrative units of government as established by ordinance, all of which shall be under the control and direction of the City Manager except for any ~~administrative units under the control of the City Attorney or City Secretary~~ City Council appointed positions. ~~To the extent consistent with this Charter, the Council may abolish or combine one or more of these departments and may assign or transfer duties of any departments of the City from one department to another by ordinance.~~

Suggested action:

The Charter Commission has voted to remove the last sentence of this provision to potentially eliminate any conflict between the City Manager’s duties regarding the Administrative Organization and Council powers. Also, using the terminology “City Council appointed positions” simply states those positions which are not under the direction and control of the City Manager such as the City Secretary and City Attorney. Below is draft proposition language to include in the order for an election for this Charter Amendment:

Proposition C

Shall Section 4.05 be amended to eliminate the provision giving Council the ability to abolish or combine departments, including the ability to assign or transfer duties, and clarify that except for any City Council-appointed positions the Administrative Organization shall be under the control of the City Manager?

**Clerical Charter Amendments That May be Made by Ordinance under
Marshall City Charter Section 12.09 “Clerical Charter Amendments by Council”**

The following Charter provisions may be amended as a clerical amendment, noting that each amendment has no substantive change on the provision itself and is clearly made for the purpose of clarifying or correcting a typographical error:

Section 3.06 Prohibitions

Directing or Supervising ~~Dealing with~~ City Staff. Except for the purpose of inquiries and ~~for~~ investigations under Section 3.12 of this Charter, neither the Council nor its individual members shall deal with City administrative officers and employees who are subject to the direction and supervision of the City Manager, ~~solely through the City Manager and~~ Neither the Council nor its individual members shall give orders to any such administrative officer or employee either publicly or privately.

Suggested action:

By using the word “Directing,” “Supervising,” and “individual” in the above Charter the provision, the Commission intends on clarifying the prohibited acts and to whom it applies.

Section 6.11 Independent Audit

At the close of each fiscal year and at such times as it may otherwise be deemed necessary, the Council shall have an independent audit to be made of all accounts of the City by a certified public accounting firm. The certified public accounting firm shall have no personal interest, directly or indirectly, in the financial affairs of the City. Upon completion of the audit, the audit shall be filed and published as required by law ~~That fact shall be published forthwith in the official newspaper of the City~~, and copies shall be placed on file for public inspection in the office of the City Secretary. A different certified public accounting firm will be selected at least once every five (5) year.

Suggested Action:

This item simplifies the requirement to publish by making it align with state law requirements.

State law does not require publishing in the official newspaper. See Texas Local Government Code Section 103.003. Filing; Public Record

- (a) The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the municipal secretary or clerk within 180 days after the last day of the municipality's fiscal year.
- (b) The financial statement is a public record.

Section 10.02 Power of Referendum (reworded)

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption of any ordinance which is subject to referendum, a petition, signed by registered voters of the City equal in number to at least twenty-five (25) percent of the number of registered voters who resided in the City at the time of the last regular City election, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

Suggested action:

This item was reformatted to match font and style size for this provision.

Section 11.07 Penalties and Remedies Concerning Public Utilities

It shall be unlawful to attempt to construct, or construct, advertise for current service, or operate any public utility franchise including, without limitation, any public service for water, wastewater, natural gas, electricity, telecommunications, cable television or similar utility service, or any rail, bus, taxi, ambulance or other transportation service, or any solid waste or recycling service to the public within the City except under franchise, except that the Council may by ordinance use a non-exclusive licensing or non-exclusive permit scheme for transportation services instead of franchises.

Suggested Action:

Charter Amendment Not Required. This item adds “or: to the provision for grammatical clarity.

Section 3.11 City Attorney

The City Attorney acting as Parliamentarian for any publicly held City Council meeting.

Suggested action:

This item is not recommended to be accomplished by a Charter Amendment. This proposed Charter Amendment can be accomplished by a regular City Ordinance or amendment to the to the Council Rules of Procedure. We recommend creating an ordinance amending the Council Rules of Procedure and adding the duty for the City Attorney to act as the Parliamentarian. This is easier to change should Council need to make adjustments.

Future Charter Amendments

Below are Charter Amendments that may be accomplished in a future review of the Charter:

Section 6.01 Fiscal Year.

Consider Charter Amendment at the next Charter Review to change Fiscal Year from January 1 to October.

Section 3.04 Term and Term Limits

(b) Transition.

Consider Charter Amendment at the next Charter Review because transition to four-year terms will be complete in 2027.



TO: City Council
DATE: February 12, 2026
ITEM #: 11.B
SUBJECT: Report to Council on Winter Storm Event Jan 2026

Recommendation for Action: This item is presented for informational purposes only. No Council action is required at this time. Staff will continue to provide updates on water system recovery efforts and is available to answer any questions Council may have regarding the winter storm response operations.

Executive Summary:

PURPOSE

This executive summary provides City Council with an informational overview of the City's response to the January 2026 winter storm event.

BACKGROUND

In January 2026, Marshall and Harrison County experienced a significant winter weather event with sustained subfreezing temperatures that resulted in widespread impacts to city infrastructure, particularly the municipal water distribution system.

PRE-STORM PLANNING & COORDINATION

Upon receipt of forecast information from the National Weather Service, the Division of Emergency Management coordinated with city departments, Marshall ISD, and Harrison County to ensure unified response preparation. Public safety messaging was disseminated through multiple channels, including use of the IPAWS warning system recently obtained by the Marshall Division of Emergency Management.

OPERATIONAL RESPONSE

During the storm, the Public Works, Police and Fire Departments maintained operational readiness and responded to weather-related incidents including emergency medical services, motor vehicle accidents, and infrastructure emergencies. Continuous coordination was maintained with regional partners to monitor evolving conditions and facilitate interdepartmental information sharing.

INFRASTRUCTURE IMPACTS

The most significant impact from the winter storm was extensive freeze-thaw damage to the municipal water distribution system. Multiple water main breaks and service line failures occurred as temperatures moderated, creating system pressure challenges and requiring repair operations. Our ability to rapidly mitigate these issues was the direct result of the technology investment made by council. Public Works crews continue systematic repairs to damaged infrastructure.

FUTURE PREPAREDNESS

To: Melissa Vossmer, City Manager
Date: 2/2/2026
From: David Rainwater, Fire Chief
RE: Informational Report – January 2026 Winter Storm Response

PURPOSE

This executive summary provides City Council with an informational overview of the City's response to the January 2026 winter storm event.

BACKGROUND

In January 2026, Marshall and Harrison County experienced a significant winter weather event with sustained subfreezing temperatures that resulted in widespread impacts to city infrastructure, particularly the municipal water distribution system.

PRE-STORM PLANNING & COORDINATION

Upon receipt of forecast information from the National Weather Service, the Division of Emergency Management coordinated with city departments, Marshall ISD, and Harrison County to ensure unified response preparation. Public safety messaging was disseminated through multiple channels, including use of the IPAWS warning system recently obtained by the Marshall Division of Emergency Management.

OPERATIONAL RESPONSE

During the storm, the Public Works, Police and Fire Departments maintained operational readiness and responded to weather-related incidents including emergency medical services, motor vehicle accidents, and infrastructure emergencies. Continuous coordination was maintained with regional partners to monitor evolving conditions and facilitate interdepartmental information sharing.

INFRASTRUCTURE IMPACTS

The most significant impact from the winter storm was extensive freeze-thaw damage to the municipal water distribution system. Multiple water main breaks and service line failures occurred as temperatures moderated, creating system pressure challenges and requiring repair operations. Our ability to rapidly mitigate these issues was the direct result of the technology investment made by council. Public Works crews continue systematic repairs to damaged infrastructure.

FUTURE PREPAREDNESS

The winter storm response provided valuable insights for enhancing future emergency preparedness. The Division of Emergency Management is currently conducting a comprehensive after-action review with all involved departments, and the findings will be shared with Council upon completion.

CONCLUSION

The January 2026 winter storm response demonstrated effective emergency management planning and interdepartmental coordination. While the water distribution system sustained significant damage, the city's response has been comprehensive. The deployment of smart meter technology represents an important step forward in system resilience. Additional details regarding response operations and recovery efforts will be provided during the council meeting presentation.

STAFF RECOMMENDATION

This item is presented for informational purposes only. No Council action is required at this time. Staff will continue to provide updates on water system recovery efforts and is available to answer any questions Council may have regarding the winter storm response operations.



TO: City Council
DATE: February 12, 2026
ITEM #: 11.C
SUBJECT: Presentation by Retail Strategies of the Marshall, Texas Trade Area Retail Analysis. (Marshall EDC)

Recommendation for Action:

Executive Summary:

Focus Area(s): This item aligns with the following council adopted focus area(s):

Budget Cost:

Staff Contact:

Attachments: None