

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

Bert Lyle, Position 1 At-Large
Karen Denman, Position 2 At-Large
Vicki McKenzie, Position 3 At-Large
Pat Graham, Position 4 At-Large



Jon Strong, Mayor Pro Tem
Ward 4
Tore Fossum, Ward 1
Casey Cox, Ward 2
Anissa Antwine, Ward 3

HUNTSVILLE CITY COUNCIL AGENDA

TUESDAY, JULY 21, 2026

REGULAR SESSION 6:00 P.M. - Council Chambers Room #150

City of Huntsville City Hall, 1212 Avenue M, Huntsville, TX 77340

Persons with disabilities who plan to attend this meeting and may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5413) two working days prior to the meeting for appropriate arrangements.

Citizen Comments: State law provides that members of the public may speak before the City Council on an item of business. The speaking time is generally limited to three minutes per person, but may be reduced depending on the number of speakers. If you wish to speak, please complete a public comment card found at the entrance of the meeting room. City Council members are not obligated to respond to comments.

MAIN SESSION (6:00 p.m.)

CALL TO ORDER I would like to welcome everyone to this duly called meeting of the Huntsville City Council, being held on the 21st day of July at 1212 Avenue M, Huntsville, Texas. I attest that this meeting room is open and accessible to members of the public.

INVOCATION AND PLEDGES - *U.S. Flag and Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

PRESENTATIONS

- a.** Eastham - Thomason Park Disc Golf Course Recognition
Russell Humphrey, Mayor

PUBLIC HEARING

- a.** Public Hearing on a Proposed Application to the Texas Parks and Wildlife Department Non-Urban Indoor Recreation Grant Program for the Dr. Martin Luther King Jr. Community Center Expansion – Phase II Project.
Christina Bodin-Turner, Grants Manager
- b.** Public Hearing on a Proposed Application to the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant Program for the Emancipation Park Outdoor Recreation Improvements Project.
Christina Bodin-Turner, Grants Manager

1. CONSENT AGENDA

The presiding officer will call for public comments before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a. Consider approving the Minutes from the June 30, 2026, Special City Council Workshop Meeting.
Kristy Doll, City Secretary
- b. Consider approving the Minutes from the July 7, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary
- c. Consider adoption of Ordinance 2026-19, to amend the budget for FY 25-26 and/or CIP Project Budgets.
Lance Hall, Finance Director
- d. Consider authorizing the City Manager to approve an annual supply agreement with Badger Meter for water meters, software, and associated supply items.
Kim Kembro, Public Works Director
- e. Consider the approval of the Quarterly Investment Reports for the Second Quarter ending June 30, 2026.
Lance Hall, Finance Director
- f. Consider the acceptance of the Monthly Financial Report for the month of June 2026.
Lance Hall, Finance Director
- g. Consider authorizing the City Manager to enter into a Professional Services Agreement with Strand Associates, Inc. for FY 25-26 CIP Project # 26-10-01 Water Line Replacement and Project # 26-10-07 Elkins Lake Lift Station #2 with 1,500 linear feet of Force Main Replacement.
Kathlie Jeng-Bulloch, City Engineer
- h. Consider Resolution No. 2026-26 authorizing the submission of an application to the Apache Corporation Tree Grant Program requesting native trees for enhancements to Emancipation Park and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded.
Christina Bodin-Turner, Grants Manager
- i. Consider Resolution No. 2026-29 adopting the City of Huntsville Code of Conduct as required by the U.S. Department of Housing and Urban Development (HUD) for federal financial assistance.
Christina Bodin-Turner, Grants Manager
- j. Consider authorizing the City Manager to enter into Professional Services Agreements with 5engineering for FY 25-26 CIP Project # 26-10-04 University Ave. Water Line Replacement and Project # 26-10-09 Elkins Lake Lift Station #3 Upgrade and Replacement.
Kathlie Jeng-Bulloch, City Engineer
- k. Consider authorizing the City Manager to enter into Professional Services Agreement with Enprotec Hibbs & Todd (eHT) for FY 25-26 CIP Project # 26-10-05 Ave. Q Water Line Replacement and Project # 26-10-10 Ross Street Sewer Line crossing Town Creek.
Kathlie Jeng-Bulloch, City Engineer

2. STATUTORY AGENDA

- a. Consider Resolution No. 2026-30 adopting the 2026 City of Huntsville Strategic Plan prepared by Raftelis.
Scott Swigert, City Manager
- b. FIRST READING - Consider authorizing the City Manager to approve an annual blanket purchase order for assorted road and drainage materials from G&S Asphalt dba American Materials, Vulcan Materials, and MDHC.
Kim Kembro, Public Works Director
- c. Consider Resolution No. 2026-27 authorizing submission of an application to the Texas Parks and Wildlife Department's Non-Urban Indoor Recreation Grant Program in an amount not to exceed \$1,500,000 for the MLK Jr. Community Center Expansion (Phase II) at Emancipation Park.

Christina Bodin-Turner, Grants Manager

- d. Consider Resolution No. 2026-28 authorizing submission of an application to the Texas Parks and Wildlife Department's Non-Urban Outdoor Recreation Grant Program in an amount not to exceed \$750,000 for the Emancipation Park Outdoor Recreation Improvements project to enclose the existing basketball pavilion.

Christina Bodin-Turner, Grants Manager

- e. Consider and take action on Resolution No. 2026-25 authorizing submission of an application to the U.S. Department of Justice FY 2026 COPS Hiring Program.

Christina Bodin-Turner, Grants Manager

- f. Consider the Second Amendment to the Development Agreement with Forestar (USA) Real Estate Group, Inc., for the development of an approximately 226.5-acre development for a single-family master planned community in the Extra-Territorial Jurisdiction (ETJ).

Layne Yeager, Development Services Director

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary Kristy Doll.

Kristy Doll, City Secretary

7. RECONVENE

Take action on item discussed in executive session, if needed.

ADJOURNMENT

*If during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 – consultation with counsel on legal matters; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; Sec. 551.089 - deliberation regarding security devices or security audits; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Kristy Doll, City Secretary, do hereby certify that the above notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.HuntsvilleTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: July 15, 2026

TIME OF POSTING: 3:45 p.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: a.

Agenda Item: Eastham - Thomason Park Disc Golf Course Recognition

Initiating Department/Presenter: Parks and Leisure

Presenter:

Russell Humphrey, Mayor

Recommended Motion: None.

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: None.

Previous Council Action: None.

Financial Implications: None.

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:

1. ET Park Disc Golf Recognition 7.21.26

The City of Huntsville is proud to recognize three outstanding community members whose dedication and volunteer service helped make the Eastham–Thomason Disc Golf Course expansion a reality.

We would like to recognize **Brad Beaty, Brady Fuller, and Casey Jackson** of the Prison City Chain Gang Disc Golf Club for their vision, leadership, and countless hours of volunteer work on this project. Throughout the renovation, they generously dedicated evenings, weekends, and their own personal equipment to assist the City of Huntsville Parks and Leisure Department in expanding and improving the course for the benefit of our entire community.

Their passion for the sport of disc golf, commitment to enhancing our parks, and willingness to give back have created a recreational asset that will be enjoyed by residents and visitors for years to come.

On behalf of myself, Mayor Russell Humphrey, City Council, and the citizens of Huntsville, we extend our sincere appreciation for your partnership, volunteerism, and unwavering commitment to making our community a better place.

Please join us in recognizing **Brad Beaty, Brady Fuller, and Casey Jackson** for their outstanding service and contributions to the City of Huntsville.



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: a.

Agenda Item: Public Hearing on a Proposed Application to the Texas Parks and Wildlife Department Non-Urban Indoor Recreation Grant Program for the Dr. Martin Luther King Jr. Community Center Expansion – Phase II Project.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: N/A

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: Staff is preparing an application to the Texas Parks and Wildlife Department (TPWD) Non-Urban Indoor Recreation Grant Program for the Dr. Martin Luther King Jr. Community Center Expansion – Phase II project at Emancipation Park. The proposed project includes construction of an indoor recreation facility addition to expand recreational programming, community gathering space, and public services.

The TPWD Local Park Grant Program requires applicants to conduct a public hearing to provide citizens an opportunity to review and comment on the proposed project prior to application submission. Comments received during the public hearing will be considered as part of the application process.

Previous Council Action: None

Financial Implications: There is no financial impact associated with conducting the required public hearing.

Approvals:

Lance Hall

Brian Beasley

Scott Swigert

Sharon Schultz

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: b.

Agenda Item: Public Hearing on a Proposed Application to the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant Program for the Emancipation Park Outdoor Recreation Improvements Project.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: N/A

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: Staff is preparing an application to the Texas Parks and Wildlife Department (TPWD) Non-Urban Outdoor Recreation Grant Program for the Emancipation Park Outdoor Recreation Improvements project. The proposed project includes enclosing the existing basketball pavilion with permanent walls and roll-up doors to create a more functional, year-round outdoor recreation facility while maintaining its outdoor classification.

The TPWD Local Park Grant Program requires applicants to conduct a public hearing to provide citizens an opportunity to review and comment on the proposed project prior to application submission. Comments received during the public hearing will be considered as part of the application process.

Previous Council Action: None

Financial Implications: There is no financial impact associated with conducting the required public hearing.

Approvals:

Lance Hall

Brian Beasley

Scott Swigert

Sharon Schultz

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the June 30, 2026, Special City Council Workshop Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the June 30, 2026, Special City Council Workshop Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:

1. June 30, 2026 Special City Council Workshop Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL WORKSHOP - STRATEGIC PLANNING MEETING HELD ON THE 30TH DAY OF JUNE 2026 AT 4:00 P.M AT THE CITY OF HUNTSVILLE SERVICE CENTER COMPLEX, LOCATED AT 448 HIGHWAY 75, IN THE CITY OF HUNTSVILLE, WALKER COUNTY, TEXAS.

The City Council met in a Workshop Special Session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem Strong, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember At-Large Position 3 McKenzie, Councilmember At-Large Position 4 Graham

COUNCILMEMBERS ABSENT: Councilmember Ward 3 Antwine

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Robby Chapman, City Attorney

OFFICERS ABSENT:

WORKSHOP (8:00 a.m.) City of Huntsville Staff and City Council Workshop Session

Mayor Humphrey called the Workshop to order at 4:00 p.m.

DISCUSSION

- a. **City of Huntsville Staff and members of the City Council will attend and participate in a Strategic Planning Session for the City's Vision, Mission, Value Statement, and goals and objectives for 2026. There will be no formal action taken by the City Council.**

Discussion may include, but will not be limited to the following:

The City's draft 2026 Strategic Plan, Vision, Mission, Value Statement, and Strategic Priorities, possible new or revised strategic priorities, current and future goals.

VISION

The City of Huntsville is a community that is beautiful, historic, culturally diverse, affordable, safe, and well-planned, with great opportunity.

MISSION

In order to maintain and enhance the quality of life and the achievement of our vision, the City of Huntsville provides, facilitates and regulates services, facilities and infrastructure for citizens, customers, visitors, businesses and state agencies, in a friendly, efficient, fair, honest and competent manner with quality and forethought.

VALUES

Service: Commit to helping others and provide the highest quality of life for our community

Trust: Be transparent, honest, and truthful in all our interactions, building confidence in what we deliver.

Accountability: Take ownership in what we do.

Respect: Value everyone and ensure that we demonstrate it in all our actions

Strategic Priorities:

Strategic Priority #1, Public Safety

Strategic Priority #2, Economic Vitality

Strategic Priority #3, Quality of Life
Strategic Priority #4, Sustainable Infrastructure
Strategic Priority #5, Community Engagement and Partnerships

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 5:56 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.b.

Agenda Item: Consider approving the Minutes from the July 7, 2026, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the July 7, 2026, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 07-07-2026

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 7TH DAY OF JULY 2026 AT 6:00 P.M. AT THE CITY OF HUNTSVILLE SERVICE CENTER COMPLEX, LOCATED AT 448 HIGHWAY 75, IN THE CITY OF HUNTSVILLE, WALKER COUNTY, TEXAS.

The City Council met in a Regular Session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem Strong, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember At-Large Position 3 McKenzie, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Robby Chapman, City Attorney

OFFICERS ABSENT:

MAIN SESSION CALL TO ORDER

Mayor Humphrey called the meeting to order at 6:00 p.m.

INVOCATION AND PLEDGES - *U.S. Flag and Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

Councilmember Bert Lyle gave the invocation, and Mayor Humphrey led the pledges.

PROCLAMATIONS

- a. **Proclamation No. 2026-18 Parks and Recreation Month**
Russell Humphrey, Mayor

PRESENTATION

- a. **Preliminary Budget Presentation - Where We Stand with the FY 2027 Budget.**
Lance Hall, Finance Director

1. CONSENT AGENDA

The presiding officer will call for public comments before action is taken on these items. (*Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.*)

- a. **Consider approving the Minutes from June 16, 2026, Regular City Council Meeting.**
Kristy Doll, City Secretary
- b. **Consider the acceptance of the Monthly Financial Report for the month of May 2026.**
Lance Hall, Finance Director
- c. **Consider approving the Huntsville Housing Authority Five-Year Action Plan.**
Dewana Harding
- d. **Consider Resolution No. 2026-23 authorizing the submission of an application to the Texas Historical Commission's Texas Preservation Trust Fund Grant Program in an amount not to exceed \$65,000 for the Wynne Home Porch Preservation Planning Project and designating the City Manager to**

accept the grant, if awarded.

Christina Bodin-Turner, Grants Manager

- e. Consider Resolution No. 2026-24 authorizing submission of an application to the U.S. Department of Housing and Urban Development's Automated Permitting Systems Demonstration Program in an amount not to exceed \$1,500,000 and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded.**

Christina Bodin-Turner, Grants Manager

- f. Consider authorizing the City Manager to approve a change order to O&J Coatings, Inc. for additional work performed on the Two Million Gallon Elevated Storage Tank Project at the Palm Street Water Plant.**

Kim Kembro, Public Works Director

Consent Agenda Items 1.c. and 1.e. were moved from the Consent Agenda to the Statutory Agenda for consideration.

Councilmember Jon Strong made a motion to approve Consent Agenda Items a., b., d., and f. The motion was seconded by Councilmember Anissa Antwine. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

2. STATUTORY AGENDA

- 1.c.Consider approving the Huntsville Housing Authority Five-Year Action Plan.**

Dewana Harding

Councilmember Vicki McKenzie made a motion to approve the Huntsville Housing Authority Five-Year Action Plan. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- 1.e.Consider Resolution No. 2026-24 authorizing submission of an application to the U.S. Department of Housing and Urban Development's Automated Permitting Systems Demonstration Program in an amount not to exceed \$1,500,000 and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded.**

Christina Bodin-Turner, Grants Manager

Councilmember Bert Lyle made a motion to approve Resolution No. 2026-24 authorizing submission of a grant application to the U.S. Department of Housing and Urban Development's Automated Permitting Systems Demonstration Program in an amount not to exceed \$1,500,000 and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- a. Consider adoption of Ordinance 2026-18, to amend the budget for FY 25-26 and/or CIP Project Budgets.**

Lance Hall, Finance Director

Councilmember Jon Strong made a motion to adopt Ordinance 2026-18 to amend the budget for FY 25-26 and/or CIP Project Budgets. The motion was seconded by Councilmember Pat Graham. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum,

Casey Cox; No: None

- b. First Reading - Consider authorizing the City Manager to enter into a contract with McKinney & Moore of Texas, LLC to rehabilitate the Chlorine Building at the AJ Brown Wastewater Treatment Facility (WWTF).**

Kim Kembro, Public Works Director

Councilmember Bert Lyle made a motion to waive the two-reading requirement and authorize the City Manager to enter into a contract with McKinney & Moore of Texas, LLC to rehabilitate the Chlorine Building at the AJ Brown Wastewater Treatment Facility (WWTF) in the amount of \$806,672.21. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consider the appointments to the City of Huntsville Boards and Commissions.**

Russell Humphrey, Mayor

Councilmember Casey Cox made a motion for the Mayor to nominate Board and Commission member appointments as presented. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Councilmembers announced Items of Community Interest.

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 for consultation with attorney to receive legal advice regarding SOAH Docket No. 473-26-11795/Public Utility Commission Docket No. 58983.**

Robby Chapman, City Attorney

- b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 for consultation with attorney to receive legal advice regarding the new City Hall.**

Robby Chapman, City Attorney

City Council convened in Executive Session at 6:49 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 7:17 p.m.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:18 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.c.

Agenda Item: Consider adoption of Ordinance 2026-19, to amend the budget for FY 25-26 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2026-19 to amend the budget for FY 25-26 and/or CIP Project Budgets.

Strategic Initiative: Strategic Priority #2, Economic Development - Create an economic climate for the City of Huntsville that drives development of diverse industries and sectors, providing sustainable economic growth and improved living standards.

Discussion: A detailed explanation of the Budget Amendment is provided in the Exhibit attached to the Ordinance. The Budget Amendment was discussed with the Finance Committee at their meeting on July 7th.

Previous Council Action: No previous Council action for these budget amendment

Financial Implications: See the attached Ordinance 2026-19 and related Budget Amendment.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. ORDINANCE #2026-19 Library TX Book Festival
2. Exhibit A BA for Library Texas Book Festival

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2025-2026 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2025-22 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2025-2026 Annual Budget and CIP Budgets were adopted by Ordinance 2025-22 on September 16, 2025;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the annual budget for fiscal year 2025 – 2026 and the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The annual budget for fiscal year 2025 – 2026 is hereby amended to include the expenditures and revenues in Exhibit “A” and the Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit “A” attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the fiscal year 2025 – 2026 and Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 21st day of July 2026.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney

Fiscal Year 2026-27 Budget Amendments

July 21, 2026

A.

Increase: Library Grant Revenue	\$ 2,500
Increase: Library Purchases Special Monies	\$ 2,500

This amendment is for the Texas Book Festival 2026 Library Grant awarded to the Huntsville Public Library. The City has received an award for \$2,500 to purchase e-books and e-audiobooks for the library's digital collection. This budget adjustment

Explanation: records the grant revenue This amendment is for the Texas Book Festival 2026 Library Grant awarded to the Huntsville Public Library. The City has been awarded \$2,500 to purchase e-books and e-audiobooks for the library's digital collection. Grant funds are anticipated to be received by July 10, 2026.



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.d.

Agenda Item: Consider authorizing the City Manager to approve an annual supply agreement with Badger Meter for water meters, software, and associated supply items.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to authorize the City Manager to approve an annual supply agreement with Badger Meter for water meters, software, and associated supply items in an amount not to exceed \$300,000.00 annually.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion:

It is necessary for the City to purchase water meters and related supply items as needed to measure water usage for residential, commercial and industrial utility customers for the purposes of accurate billing and tracking for water consumption, and to minimize water loss throughout the City. A reliable supplier of water meters, software and related supplies is imperative to maintain the ongoing meter replacement program, as well as daily operations, throughout the fiscal year.

To address the requirements cited above, the City has utilized Badger Meters exclusively for over 30 years due to Badger's quality, accuracy, durability, pricing and customer service. The American Water Works Association (AWWA) recommends replacement of water meters approximately every ten (10) years, while the City's experience has been that Badger Meters consistently exceed this replacement threshold. Currently, the City has approximately 13,014 meters in service.

The City has historically purchased from Badger under a sole source exemption from competitive bidding, with periodic outreach to the open market via competitive bidding – the latest competitive solicitation was issued in 2017 and resulted in five (5) responses; one from Badger, and the remaining responses from bidders offering other meter manufacturers, including Neptune, Sensus, ABB and Zenner Meters. Due to the significant financial expenditure required to change meter manufacturers and to retrofit the City's existing meter infrastructure to be readable by another manufacturer's software, among other equipment purchases that would have been necessary, City Public Works management recommended an award to Badger Meter. City Council unanimously approved an award to Badger Meter in its meeting of June 20, 2017

The agreement related to the above-referenced award has expired, and staff is recommending a new award to Badger Meter under the sole-source competitive bidding exemption afforded by Texas Local

Government Code, Chapter 252.022, (7)(A) for items available from only one source because of patents, copyrights, secret processes or natural monopolies. Please note the associated information substantiating the sole source nature of this procurement, including a Sole Source Affidavit and Sole Source Letter as provided by Badger Meter.

Public Works management staff recommends approval of a supply agreement, renewal, with Badger Meter for meters and related items and supplies at firm pricing through July 7, 2027, as reflected in the attached price quotation dated July 8, 2026, from Badger Meter. Badger Meter has affirmed that beyond the stated July 7, 2027, expiration, any request for price increase would be only in the amount of, and substantiated with written verification of, a commensurate increase in the pertinent Producer Price Index (PPI) over the subject supply agreement period.

Previous Council Action: City Council previously approved a similar supply agreement in July 2025.

Financial Implications: Item is budgeted in the following accounts: 220-362-54050 \$100,000.00, 220-361-53060 \$20,000.00, 220-362-52150 \$45,000.00 and 220-2202 \$60,000.00

Approvals:

Kim Kembro
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Badger Sole Source Letter
2. Proposal_3788186_07-07-2027



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

June 30, 2026

Mr. Paul Widner
City of Huntsville
448 Highway 75
Huntsville, TX 77320

RE: Sole Source Letter

Dear Mr. Widner:

This letter will confirm that Badger Meter is the sole source provider of E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints for the City of Huntsville.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A blue ink signature of Matthew B. Gieseke, written in a cursive style.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

Page 1 of 1

E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00422108
CITY OF HUNTSVILLE
1212 AVENUE M
HUNTSVILLE
Texas , 773404608

Revised Date:
Pricing Effective Dates: 07-08-2026 - 07-07-2027

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005744 SABRINA ALAQUINEZ	Proposal_3788186_07-10-2025	PREPAY/NO CHARGE For SHIPMENTS > \$35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 101-4106 Cat String: DS-BAB-PB1P-XXD3-Y2-M1CA-2B1X1-8BE-NN-XX-TF-XX-B0A Description: Disc, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 6 PACK,	1	161.12	161.12
2	BMI Part No.: 101-2113 Cat String: DS-KCC-PB2P-XXD3-Y2-M1CA-2B1X1-8BE-NN-XX-TF-XX-B0A Description: Disc, 70 1"(10-3/4), Brz Btm 430SS-all, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 4 PACK,	1	328.60	328.60
3	BMI Part No.: 101-5347 Cat String: DS-NDB-PFAS-XXD3-Y2-M1CA-2B1X1-8CE-NN-XX-TF-XX-B0A Description: Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 1 PACK,	1	548.02	548.02
4	BMI Part No.: 101-5382 Cat String: DS-REB-PFAS-XXD3-Y2-M1CA-2B1X1-8CE-NN-XX-TF-XX-B0A Description: Disc, M170 2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 1 PACK,	1	711.95	711.95
5	BMI Part No.: 117-1488 Cat String: EB-EED-PXXX-E5-CA-19BE-E2Y2-XXTH-XX-B0A Description: E-Series B-Alloy, 2" EL(17), TP, Enc, 4CXN2 ORION, 9D-0.1 Gal, BADGER STD (TS-809/811), SN Yr 9D & PBB, TT-10 FT, BMI STD,	1	993.22	993.22
6		1	2,442.24	2,442.24

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
7	BMI Part No.: 116-2708 Cat String: EB-EFC-PXXP-E5-BI-19BE-E3Y2-AGTF-AA-B0A Description: E-Series B-Alloy, EFC - 3" ROUND (3 X 12) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-462/767), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,480.40	2,480.40
8	BMI Part No.: 116-2971 Cat String: EB-EFD-PXXP-E5-BI-19BE-E3Y2-AGTF-AA-B0A Description: E-Series B-Alloy, EFD - 3" ROUND (3 X 17) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-462/767), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,946.80	2,946.80
9	BMI Part No.: 116-2972 Cat String: EB-EGC-PXXP-E5-BI-19BE-E4Y2-AGTF-AA-B0A Description: E-Series B-Alloy, EGC - 4" ROUND (4 X 14) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-464/768), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,984.96	2,984.96
10	BMI Part No.: 116-2973 Cat String: EB-EGD-PXXP-E5-BI-19BE-E4Y2-AGTF-AA-B0A Description: E-Series B-Alloy, EGD - 4" ROUND (4 X 20) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-464/768), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	4,390.52	4,390.52
11	BMI Part No.: 116-2974 Cat String: EB-EHB-PXXP-E5-BI-19CE-E6Y2-AGTF-AA-B0A Description: E-Series B-Alloy, 6" ROUND (6x18) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-562/773), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	4,625.84	4,625.84
12	BMI Part No.: 116-2559 Cat String: EB-EHD-PXXP-E5-BI-19CE-E6Y2-AGTF-AA-B0A Description: E-Series B-Alloy, 6" ROUND (6x24) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-562/773), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	5,363.60	5,363.60
	BMI Part No.: 116-2960 Cat String: EB-EJB-FXXP-E5-BI-19CE-E8Y2-AGTF-AA-B0A Description:			

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
13	E-Series B-Alloy, EJB - 8" ROUND (8x20) W/ TEST PLUG Fire Service, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-563), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A) BMI Part No.: 116-2518 Cat String: R4-BA1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	226.84	226.84
14	BMI Part No.: 100-6798 Cat String: R4-BA1-M1DA-2B1-8BE-NX-AF-TF-AA-B0A Description: REG 4, M25, HR-E, ORION ME, PL Lid/Shrd-GRY, Trx Scrw, 8D-0.1 Gal, SN YR 9D in, Pipe Instl Kit, TT-5 FT, Grnd/Ocean-Pause, BMI STD,	1	210.94	210.94
15	BMI Part No.: 116-2418 Cat String: E4-4E-BI-AG-TAAA-B0A Description: E4 - Endpoint Only, For Encoder, ORION CELLULAR, Pit/Remote Thru Lid Kit, TWIST TIGHT - 8 IN (EP), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	146.28	146.28
16	BMI Part No.: 100-2105 Cat String: E4-4E-DA-AF-TAAA-B0A Description: EP Only, For Enc, ORION ME, Pipe Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD,	1	131.44	131.44
17	BMI Part No.: 116-2636 Cat String: R4-RD1-M1BI-2B1-8CE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: Model 170- 2" , HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	125	224.89	28,111.25
18	BMI Part No.: 116-2979 Cat String: R4-KC1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: KC1 - MODEL 70 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	125	224.89	28,111.25
19	BMI Part No.: 116-2632 Cat String: R4-DB1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description:	110	224.89	24,737.90

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
20	R4 - REGISTRATION FOR: DB1 - MODEL 35 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A) BMI Part No.: 115-9566 Cat String: EB-EAF-PXTX-E5-CA-19AE-K7Y2-XXTH-XX-B0A Description: E-Series B-Alloy, 5/8"(1/2x7-1/2)-F, Thk Wshr, Enc, 4CXN2 ORION, 9D-0.01 Gal, TS-799 SN Yr 9D & PBB, TT-10 FT, BMI STD,	1	178.15	178.15
21	BMI Part No.: 109-2372 Cat String: EB-ECA-PXTX-E5-CA-19AE-K3Y2-XXTH-XX-B0A Description: E-Series B-Alloy, 1"(10-3/4), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.01 Gal, TS-766, SN Yr 9D & PBB, TT-10 FT, BMI STD,	1	231.00	231.00
22	BMI Part No.: 100-3346 Cat String: EU-EDA-PXXX-E5-CA-19BE-A5Y2-XXTF-XX-B0A Description: E-Series SS, 1-1/2" EL(13), Enc, 4CXN2 ORION, 9D-0.1 Gal, BADGER STD (TS-423), SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	551.95	551.95

Subtotal - USD	110,614.27
Total Price - USD	110,614.27

Notes and Assumptions

The customer has the option to renew the quote on July 7, 2027, with pricing adjusted based on the Consumer Price Index (CPI) for the following year.

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

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CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.e.

Agenda Item: Consider the approval of the Quarterly Investment Reports for the Second Quarter ending June 30, 2026.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to approve the Quarterly Investment report for the Second Quarter ending June 30, 2026.

Strategic Initiative:

Discussion: Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

Previous Council Action:

Financial Implications: NA

Approvals:

Lance Hall
Brian Beasley
Sharon Schultz
Kristy Doll

Associated Information:

1. Quarterly Investment report 063026



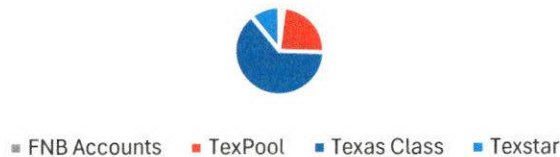
City of Huntsville Texas
QUARTERLY INVESTMENT REPORT
April 1 , 2026-June 30, 2026

COMPLIANCE | This report was prepared by the City of Huntsville in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the City's investment officers and includes the disclosures required in the PFIA.

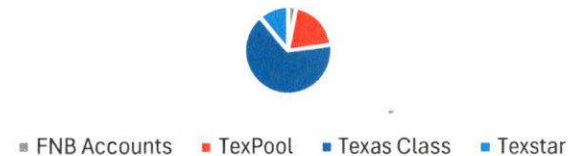
The investment portfolio complies with the PFIA and the City of Huntsville approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Asset Class	Market Value 03/31/26	% of Portfilio 03/31/2026	Average Monthly Yield	Book Value 06/30/2026	Market Value 06/30/26	% of Portfilio 06/30/26
FNB Accounts	\$ 2,856,231.84	2.01%	3.52%	\$ 4,237,039.51	\$ 4,237,039.51	3.07%
TexPool	\$ 33,438,528.45	23.55%	3.69%	\$ 27,136,449.23	\$ 27,136,449.23	19.66%
Texas Class	\$ 90,276,260.77	63.58%	3.81%	\$ 91,127,063.20	\$ 91,127,063.20	66.01%
Texstar	\$ 15,414,013.74	10.86%	3.68%	\$ 15,553,498.44	\$ 15,553,498.44	11.27%
Total	\$ 141,985,034.80	100.00%	3.67%	\$ 138,054,050.38	\$ 138,054,050.38	100.00%
Quarterly Interest Income	\$ 1,327,276.65					
Year-to-date Interest Income	\$ 2,608,965.43					

Asset Holding as of 03/31/2026



Asset Holdings as of 06/30/2026



Lance Hall Finance Director

DATE

Scott Swigert, City Manager

DATE



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.f.

Agenda Item: Consider the acceptance of the Monthly Financial Report for the month of June 2026.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to accept the June 2026 Monthly Financial Report.

Strategic Initiative:

Discussion: Financial Report for 2025-2026 YTD as of June 2026.

Previous Council Action:

Financial Implications: No Financial Implications

Approvals:

Lance Hall

Brian Beasley

Scott Swigert

Sharon Schultz

Kristy Doll

Associated Information:

1. Month End Finance Report ending June 2026

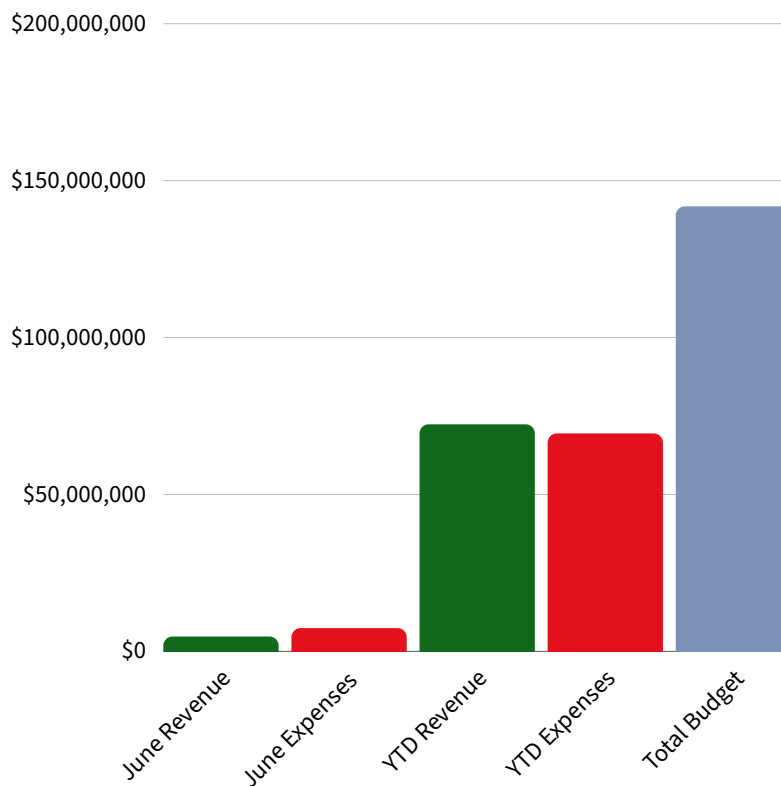
CITY OF HUNTSVILLE, TX

MONTHLY FINANCIAL REPORT



For the Period Ending June 30, 2026
Budget 75% Complete

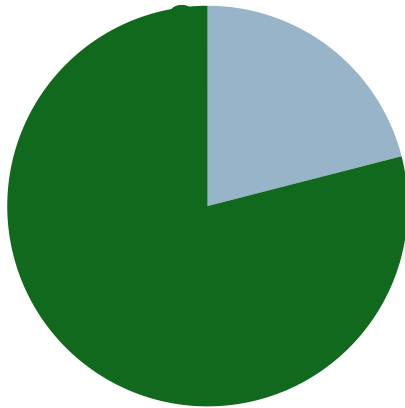
This report has been meticulously prepared by the Finance Department of the City of Huntsville. The Monthly Financial Report aims to furnish both internal and external stakeholders with timely, accurate, and pertinent insights into the City's financial standing.



GENERAL FUND

REVENUE-

\$30,048,970.07

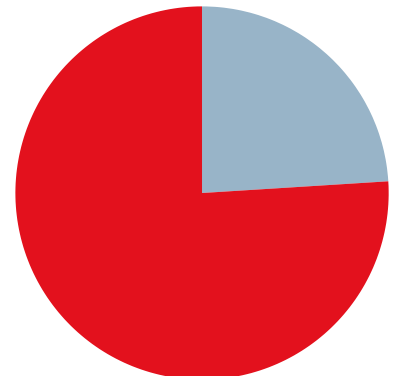


79% of Budget

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of	2024-2025 Final YTD
411 - Property Taxes Totals	\$9,300,000.00	\$87,050.71	\$8,549,348.65	92%	\$8,149,552.82
412 - Sales Tax Totals	\$13,500,000.00	\$1,106,874.17	\$10,274,923.90	76%	\$13,260,640.07
413 - Franchise-Utilities/Comm Totals	\$2,140,000.00	\$0.00	\$908,370.71	42%	\$1,865,108.94
415 - Other Taxes Totals	\$155,000.00	\$14,648.56	\$125,261.62	81%	\$147,719.68
416 - Permit/Development Fees Totals	\$38,000.00	\$3,608.20	\$33,688.20	89%	\$40,460.00
417 - Permits and Licenses Totals	\$946,500.00	\$148,534.53	\$928,704.59	98%	\$1,391,349.80
418 - Municipal Court Fines Totals	\$992,650.00	\$90,384.84	\$1,041,895.36	105%	\$1,145,125.69
419 - Fees/Charges/Sales Totals	\$462,700.00	\$50,599.16	\$427,212.12	94%	\$481,669.90
422 - Inter Governmental Totals	\$246,487.00	\$20,541.00	\$184,869.00	75%	\$267,028.00
424 - Intra Governmental Totals	\$6,824,291.00	\$0.00	\$5,118,218.25	75%	\$7,119,497.00
426 - Interest Earnings Totals	\$700,000.00	\$37,755.61	\$374,812.99	54%	\$645,256.95
428 - Reimbursements Totals	\$70,000.00	\$0.00	\$137,719.37	133%	\$113,960.19
429 - Contributions Totals	\$0.00	\$67.20	(\$3,922.72)	***	\$2,247.46
432 - Other Totals	\$55,000.00	\$1,115.61	\$38,293.03	70%	\$92,940.71
434 - Charges to Other Funds Totals	\$2,488,091.00	\$0.00	\$1,866,068.25	75%	\$1,897,707.00
435 - Transfers from Other Funds Totals	\$58,009.00	\$0.00	\$43,506.75	75%	\$53,576.00
Totals	\$37,966,728.00	\$1,561,179.59	\$30,048,970.07	79%	\$36,673,840.21

EXPENDITURES-

\$31,374,765.74

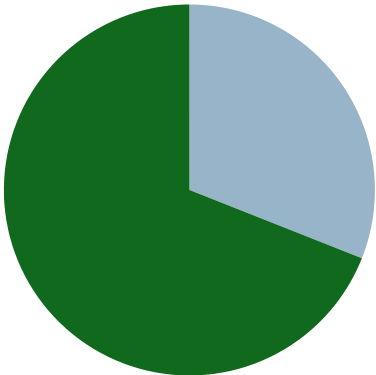


76% of Budget

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$23,966,238.00	\$1,739,618.44	\$16,853,642.75	70%	\$20,982,992.40
51a - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$42,353.00	\$0.00	\$0.00	***	\$0.00
52 - Supplies Totals	\$1,339,626.00	\$122,347.52	\$736,439.42	60%	\$1,132,697.41
53 - Maintenance Structures/Improvements Totals	\$2,796,060.00	\$1,675,803.93	\$3,033,686.84	96%	\$2,276,062.96
54 - Maintenance of Equipment Totals	\$461,626.00	(\$127,497.52)	\$150,442.21	28%	\$261,355.59
55 - Services and Utilities Totals	\$6,142,980.00	\$474,125.64	\$4,682,171.15	79%	\$5,672,821.06
56 - Insurance/Sundry/Elections Totals	\$979,600.00	\$5,919.34	\$733,771.87	75%	\$968,974.39
57 - Programs/Projects Totals	\$121,100.00	\$30,386.00	\$63,719.22	53%	\$84,029.81
69 - Capital Equipment Totals	\$170,759.00	\$68,081.50	\$148,546.78	100%	\$100,303.46
90 - Transfer to ISF (New Purchases) Totals	\$245,026.00	\$0.00	\$1,240,735.50	95%	\$104,013.00
91 - Transfers Totals	\$500,000.00	\$0.00	\$500,000.00	100%	\$265,000.00
94 - Transfer to ISF (Replacement) Totals	\$1,008,991.00	\$0.00	\$756,743.25	75%	\$678,087.00
95 - Transfers to Operating Funds Totals	\$166,489.00	\$0.00	\$2,474,866.75	98%	\$174,365.00
99 - Reserves Totals	\$25,880.00	\$0.00	\$0.00	0%	\$0.00
Totals	\$37,966,728.00	\$3,988,784.85	\$31,374,765.74	76%	\$32,700,702.08

DEBT SERVICE FUND

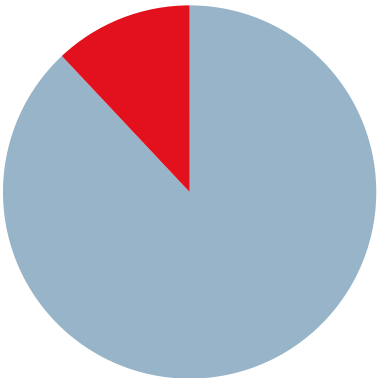
REVENUE- \$1,658,513.51



69% of Budget

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025- 2026	2024-2025 Final YTD
411 - Property Taxes Totals	\$1,798,468.00	\$13,596.52	\$1,201,873.25	67%	\$2,034,710.73
426 - Interest Earnings Totals	\$10,000.00	\$1,491.94	\$13,868.01	139%	\$23,751.85
435 - Transfers from Other Funds Totals	\$590,363.00	\$0.00	\$442,772.25	75%	\$590,363.00
Totals	\$2,398,831.00	\$15,088.46	\$1,658,513.51	69%	\$2,648,825.58

EXPENDITURES- \$285,756.25



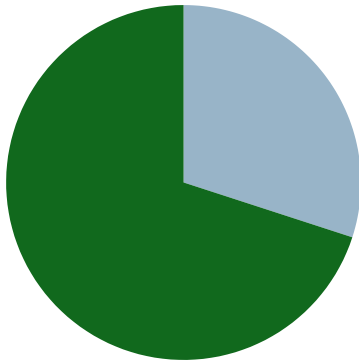
12% of Budget

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025- 2026	2024-2025 Final YTD
81 - GO/Revenue Bond Debt Totals	\$2,363,832.00	\$0.00	\$285,756.25	12%	\$2,662,552.51
Totals	\$2,363,832.00	\$0.00	\$285,756.25	12%	\$2,662,552.51

UTILITY FUND

REVENUE-

\$31,816,004.30



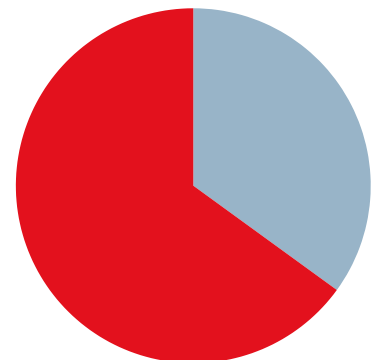
70% of Budget

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
401 - Water Sales Totals	\$29,626,637.00	\$1,741,121.43	\$20,000,645.41	68%	\$26,895,508.52
402 - Waste Water Service Totals	\$14,844,075.00	\$718,930.80	\$9,940,183.95	67%	\$13,336,713.06
403 - Water/Wastewater Taps Totals	\$280,000.00	\$18,750.00	\$172,448.81	62%	\$219,339.67
408 - Late Payment Penalties Totals	\$175,000.00	\$12,609.01	\$115,022.72	66%	\$180,957.33
417 - Permits and Licenses Totals	\$0.00	\$0.00	\$200.00	+++	\$300.00
419 - Fees/Charges/Sales Totals	\$352,000.00	\$28,051.19	\$279,104.91	79%	\$441,473.63
426 - Interest Earnings Totals	\$310,750.00	\$9,969.94	\$103,553.87	33%	\$203,161.03
428 - Reimbursements Totals	\$10,000.00	\$2,477.79	\$60,054.79	601%	\$10,144.02
429 - Contributions Totals	\$0.00	\$0.00	\$0.00	+++	\$734,800.00
432 - Other Totals	\$50,000.00	\$1,148.35	\$1,089,775.84	2180%	\$488,334.82
434 - Charges to Other Funds Totals	\$73,352.00	\$0.00	\$55,014.00	75%	\$63,222.00
Totals	\$45,721,814.00	\$2,533,058.51	\$31,816,004.30	70%	\$42,573,954.08

EXPENDITURES-

\$29,272,372.13

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$4,508,071.00	\$341,078.83	\$3,363,086.05	74%	\$3,740,679.09
51a - Salary/Other Pay/Benefits-Adj'd	\$7,996.00	\$0.00	\$0.00	+++	\$0.00
52 - Supplies Totals	\$1,004,418.00	\$49,463.01	\$612,844.91	61%	\$1,009,587.94
53 - Maintenance Structures/Improvements	\$1,683,700.00	\$86,806.14	\$1,213,301.13	76%	\$1,469,342.40
54 - Maintenance of Equipment Totals	\$356,021.00	\$19,366.02	\$263,511.64	76%	\$336,721.66
55 - Services and Utilities Totals	\$4,835,910.00	\$687,054.75	\$2,769,042.10	59%	\$2,271,484.53
56 - Insurance/Sundry/Elections	\$344,950.00	\$0.00	\$328,712.50	95%	\$282,503.00
68 - Improvements Totals	\$0.00	\$0.00	\$0.00	+++	\$734,800.00
69 - Capital Equipment Totals	\$0.00	\$0.00	\$0.00	+++	\$234.60
79 - TRA Water Plant Totals	\$9,531,605.00	\$1,380,980.63	\$7,119,215.64	75%	\$8,338,261.81
80 - Utility Fund Debt Payments Totals	\$7,342,869.00	\$135,396.00	\$3,409,430.91	46%	\$2,599,363.50
88 - Depreciation Totals	\$0.00	\$0.00	\$0.00	+++	\$5,095,150.45
90 - Transfer to ISF (New Purchases) Totals	\$585,000.00	\$0.00	\$438,750.00	75%	\$91,944.00
91 - Transfers Totals	\$6,252,446.00	\$0.00	\$3,413,417.00	54%	\$40,605,327.90
93 - Charges Other Funds Totals	\$7,868,565.00	\$0.00	\$5,901,423.75	75%	\$7,637,875.00
94 - Transfer to ISF (Replacement) Totals	\$586,182.00	\$0.00	\$439,636.50	75%	\$768,653.00
99 - Reserves Totals	\$100,000.00	\$0.00	\$0.00	0%	\$0.00
	\$45,007,733.00	\$2,700,145.38	\$29,272,372.13	65%	\$74,981,928.88

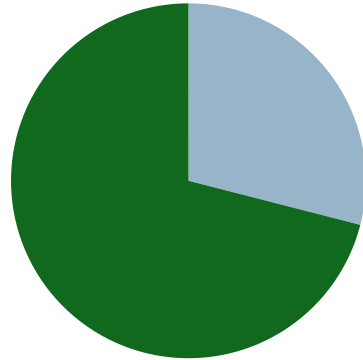


65% of Budget

SOLID WASTE FUND

REVENUE- \$6,126,635.01

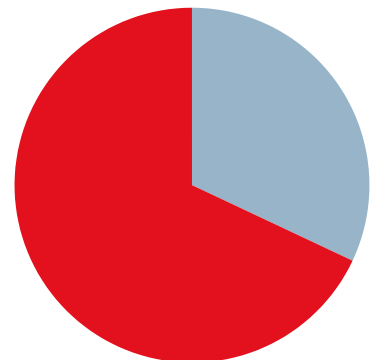
	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
406 - Collection Charges Totals	\$6,798,000.00	\$206,647.15	\$4,340,649.54	64%	\$6,072,839.96
407 - Solid Waste Disposal Totals	\$1,584,890.00	\$174,242.32	\$1,556,787.28	98%	\$1,833,671.54
408 - Late Payment Penalties Totals	\$65,000.00	\$5,464.00	\$42,156.84	65%	\$72,511.18
419 - Fees/Charges/Sales Totals	\$9,200.00	\$1,435.81	\$11,574.38	126%	\$12,990.93
426 - Interest Earnings Totals	\$185,000.00	\$15,212.24	\$146,543.73	79%	\$223,320.46
428 - Reimbursements Totals	\$0.00	\$0.00	\$0.00	+++	\$14,136.09
432 - Other Totals	\$40,000.00	\$9,773.17	\$28,923.24	72%	\$32,636.07
Totals	\$8,682,090.00	\$412,774.69	\$6,126,635.01	71%	\$8,262,106.23



71% of Budget

EXPENDITURES- \$5,826,971.73

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Bene fits Totals	\$1,536,112.00	\$112,899.64	\$1,132,189.08	74%	\$1,326,340.57
51a - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$3,536.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$378,031.00	\$42,967.74	\$303,377.90	80%	\$327,723.41
53 - Maintenance Structures/Improvements Totals	\$15,000.00	\$477.60	\$10,716.91	71%	\$11,011.21
54 - Maintenance of Equipment Totals	\$387,776.00	\$6,798.59	\$220,936.98	56%	\$305,091.41
55 - Services and Utilities Totals	\$3,321,514.00	\$378,657.47	\$2,048,272.76	62%	\$2,919,442.04
56 - Insurance/Sundry/Elec tions Totals	\$221,550.00	\$0.00	\$196,662.50	89%	\$175,813.00
57 - Programs/Projects Totals	\$500.00	\$0.00	\$0.00	0%	\$331.26
68 - Improvements Totals	\$1,500.00	\$0.00	\$906.35	60%	\$1,337.11
82 - Other Debt Totals	\$207,800.00	\$0.00	\$0.00	0%	\$57,826.00
88 - Depreciation Totals	\$0.00	\$0.00	\$0.00	+++	\$22,704.34
90 - Transfer to ISF (New Purchases) Totals	\$230,000.00	\$0.00	\$172,500.00	75%	\$765,776.00
91 - Transfers Totals	\$15,110.00	\$0.00	\$11,332.50	75%	(\$271,668.00)
93 - Charges Other Funds Totals	\$1,448,090.00	\$0.00	\$1,086,067.50	75%	\$1,359,423.00
94 - Transfer to ISF (Replacement) Totals	\$858,679.00	\$0.00	\$644,009.25	75%	\$1,010,183.00
Totals	\$8,625,198.00	\$541,801.04	\$5,826,971.73	68%	\$8,011,334.35

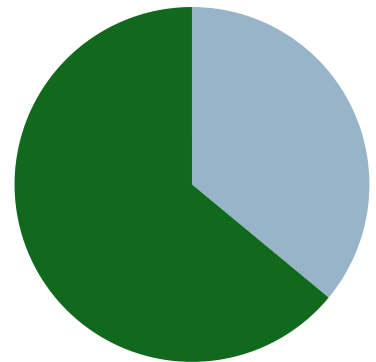


68% of Budget

STORMWATER FUND

REVENUE- \$970,065.76

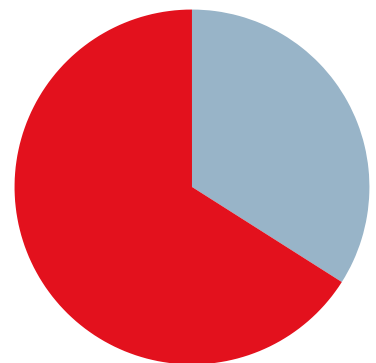
	2025-2026 Adopted	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the	2024-2025 Final YTD
408 - Late Payment Penalties Totals	\$500.00	\$1,043.53	\$8,278.19	1656%	\$4,272.23
426 - Interest Earnings Totals	\$5,000.00	\$0.00	\$0.00	0%	\$0.00
409 - Stormwater Drainage Fees Totals	\$1,500,000.00	\$48,158.61	\$961,787.57	64%	\$1,227,665.17
Totals	\$1,505,500.00	\$49,202.14	\$970,065.76	64%	\$1,231,937.40



64% of Budget

EXPENDITURES- \$898,456.95

	2025-2026 Adopted	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the	2024-2025 Final YTD
51 - Salary/Other Pay/Benefit	\$251,384.00	\$14,498.79	\$156,446.14	62%	\$123,522.20
51b - Salary/Other Pay/Benefits-Adj 4	\$500.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$7,895.00	\$351.45	\$5,230.67	66%	\$4,382.05
53 - Maintenance Structures/Improvement	\$115,000.00	\$554.55	\$12,293.57	88%	\$99,944.68
54 - Maintenance of Equipment Totals	\$6,000.00	(\$124.22)	\$4,513.22	75%	\$1,033.15
55 - Services and Utilities Totals	\$2,610.00	\$0.00	\$868.00	33%	\$500.00
81 - GO/Revenue Bond Debt Totals	\$950,490.00	\$0.00	\$590,389.60	62%	\$94,436.00
88 - Depreciation Totals	\$0.00	\$0.00	\$0.00	+++	\$262,853.79
90 - Transfer to ISF (New Purchases) Totals	\$171,283.00	\$0.00	\$128,462.25	75%	\$0.00
91 - Transfers Totals	\$0.00	\$0.00	\$0.00	+++	\$15,014,446.40
95 - Transfers to Operating Funds Totals	\$338.00	\$0.00	\$253.50	75%	\$0.00
Totals	\$1,505,500.00	\$15,280.57	\$898,456.95	66%	\$15,601,118.27

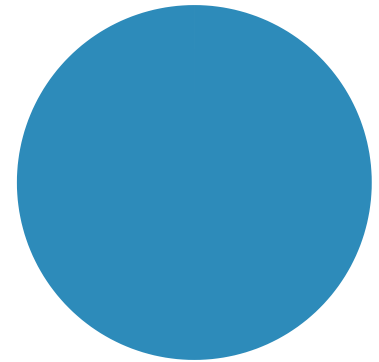


66% of Budget

AIRPORT FUND

REVENUE- \$235,537.55

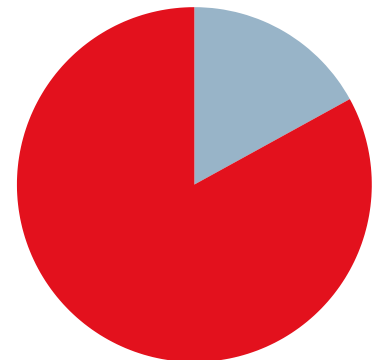
	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
419 - Fees/Charges/Sales Totals	\$57,917.00	\$0.00	\$19,959.33	34%	\$34,346.76
426 - Interest Earnings Totals	\$500.00	\$47.58	\$440.22	88%	\$658.13
428 - Reimbursements Totals	\$90,000.00	\$0.00	\$0.00	0%	\$58,944.81
429 - Contributions Totals	\$0.00	\$0.00	\$215,138.00	+++	\$21,514.00
432 - Other Totals	\$0.00	\$0.00	\$0.00	+++	\$820.00
Totals	\$148,417.00	\$47.58	\$235,537.55	159%	\$116,283.70



159% of Budget

EXPENDITURES- \$311,726.91

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
52 - Supplies Totals	\$1,700.00	\$0.00	\$213.00	13%	\$362.34
53 - Maintenance Structures/Improvements Totals	\$123,000.00	\$23,800.00	\$69,479.32	65%	\$31,458.38
55 - Services and Utilities Totals	\$29,484.00	\$2,914.00	\$5,382.59	18%	\$9,253.69
91 - Transfers Totals	\$0.00	\$0.00	\$236,652.00	100%	\$0.00
Totals	\$154,184.00	\$26,714.00	\$311,726.91	83%	\$41,074.41

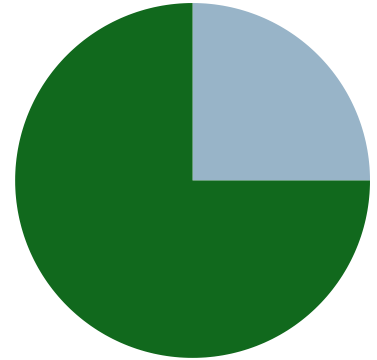


83% of Budget

SCHOOL RESOURCE OFFICER SRF

REVENUE- \$657,889.65

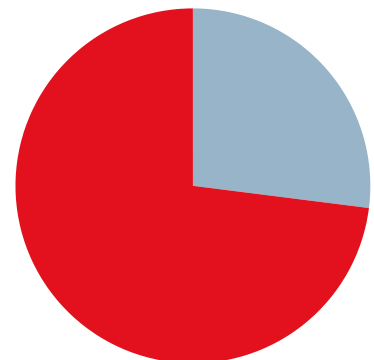
	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
422 - Inter Governmental Totals	\$655,955.00	\$54,662.92	\$491,966.28	75%	\$598,876.04
426 - Interest Earnings Totals	\$10,000.00	\$842.70	\$7,812.15	78%	\$11,693.12
430 - Other Totals	\$44,326.00	\$3,693.83	\$33,244.47	75%	\$44,325.96
432 - Other Totals	\$0.00	\$0.00	\$0.00	+++	\$2,973.00
433 - Transfers from Other Funds Totals	\$166,489.00	\$0.00	\$124,866.75	75%	\$174,365.00
Totals	\$876,770.00	\$59,199.45	\$657,889.65	75%	\$832,233.12



75% of Budget

EXPENDITURES- \$635,255.21

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$773,641.00	\$57,481.61	\$589,576.74	76%	\$746,076.03
51a - Salary/Other Pay/Benefits-Adj 4 Step/COA/Other PR Benefit	\$1,713.00	\$0.00	\$0.00	+++	\$0.00
52 - Supplies Totals	\$30,450.00	\$1,276.80	\$8,243.38	27%	\$24,008.57
54 - Maintenance of Equipment Totals	\$11,200.00	\$172.31	\$2,780.81	25%	\$5,550.15
55 - Services and Utilities Totals	\$15,440.00	\$74.40	\$1,409.78	42%	\$9,218.54
94 - Transfer to ISF (Replacement) Totals	\$44,326.00	\$0.00	\$33,244.50	75%	\$44,326.00
Totals	\$876,770.00	\$59,005.12	\$635,255.21	73%	\$829,179.29

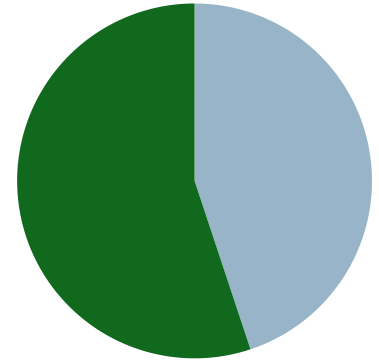


73% of Budget

ARTS & VISITOR CENTER SRF

REVENUE- \$ 120,583.64

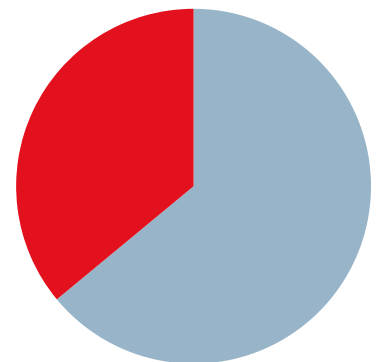
	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of	2024-2025 Final YTD
414 - Hotel/Motel Tax Totals	\$210,000.00	\$21,727.84	\$113,934.44	54%	\$138,209.69
419 - Fees/Charges/Sales Totals	\$7,000.00	\$489.74	(\$4,983.73)	-71%	(\$6,808.64)
426 - Interest Earnings Totals	\$3,200.00	\$382.74	\$3,551.28	111%	\$5,320.26
428 - Reimbursements Totals	\$1,500.00	\$0.00	\$0.00	0%	\$0.00
429 - Contributions Totals	\$1,640.00	\$0.00	\$8,081.65	493%	\$11,206.01
432 - Other Totals	\$0.00	\$0.00	\$0.00	+++	\$500.00
Totals	\$223,340.00	\$22,600.32	\$120,583.64	54%	\$148,427.32



54% of Budget

EXPENDITURES-\$111,176.25

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$112,296.00	\$1,309.31	\$52,720.59	47%	\$104,064.06
51a - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$4,500.00	\$22.99	\$135.91	3%	\$4,757.04
53 - Maintenance Structures/Improvements Totals	\$25,000.00	\$1,929.00	\$5,761.69	19%	\$11,931.00
54 - Maintenance of Equipment Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
55 - Services and Utilities Totals	\$54,373.00	\$1,389.33	\$16,777.61	24%	\$23,850.00
56 - Insurance/Sundry/Elections Totals	\$14,450.00	\$0.00	\$11,708.99	81%	\$13,346.04
57 - Programs/Projects Totals	\$18,000.00	\$0.00	\$4,142.75	23%	\$14,931.80
78 - Miscellaneous Projects Totals	\$20,000.00	\$0.00	\$19,928.71	37%	\$23,024.79
Totals	\$249,619.00	\$4,650.63	\$111,176.25	36%	\$195,904.73

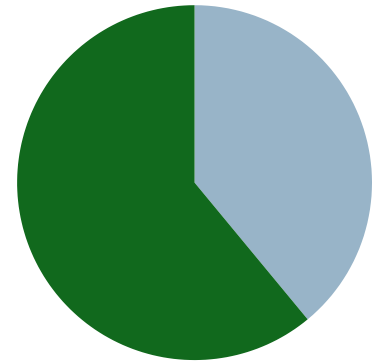


36% of Budget

HOTEL MOTEL

REVENUE- \$711,827.02

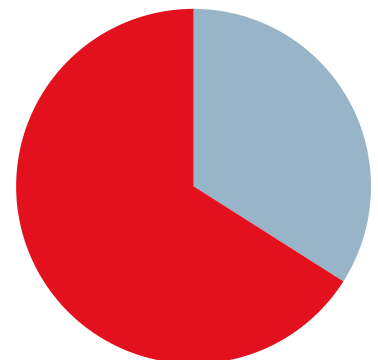
	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the	2024-2025 Final YTD
414 - Hotel/Motel Tax Totals	\$1,000,000.00	\$71,925.23	\$610,450.15	61%	\$829,255.05
419 - Fees/Charges/Sales Totals	\$100,000.00	\$9,778.36	\$66,027.73	66%	\$98,492.54
426 - Interest Earnings Totals	\$60,000.00	\$3,487.76	\$33,210.59	55%	\$49,943.47
429 - Contributions Totals	\$500.00	\$0.00	\$280.65	56%	\$782.33
432 - Other Totals	\$0.00	\$0.00	\$1,857.90	***	\$6.05
Totals	\$1,160,500.00	\$85,191.35	\$711,827.02	61%	\$978,479.44



61% of Budget

EXPENDITURES- \$732,000.61

	2025-2026 Adopted Budget	2025-2026 June Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits	\$408,896.00	\$32,388.99	\$305,288.51	75%	\$375,827.75
51b - Salary/Other Pay/Benefits: Add'l	\$500.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$91,900.00	\$7,492.97	\$46,121.82	50%	\$88,321.10
53 - Maintenance Structures/Improvement	\$30,000.00	\$2,546.56	\$5,716.11	19%	\$9,616.95
54 - Maintenance of Equipment Totals	\$500.00	\$364.94	\$445.67	89%	\$212.85
55 - Services and Utilities Totals	\$187,290.00	\$19,690.21	\$160,528.25	69%	\$215,522.29
56 - Insurance/Sundry/Electric	\$232,950.00	\$22,844.35	\$137,798.50	64%	\$163,905.08
69 - Capital Equipment Totals	\$25,000.00	\$0.00	\$9,349.50	27%	\$9,349.50
93 - Charges Other Funds Totals	\$69,079.00	\$0.00	\$51,809.25	75%	\$83,128.00
94 - Transfer to ISF (Replacement) Totals	\$19,755.00	\$0.00	\$14,816.25	75%	\$17,943.00
99 - Transfers to Operating Funds Totals	\$169.00	\$0.00	\$126.75	75%	\$0.00
Totals	\$1,066,039.00	\$85,328.02	\$732,000.61	66%	\$963,826.52

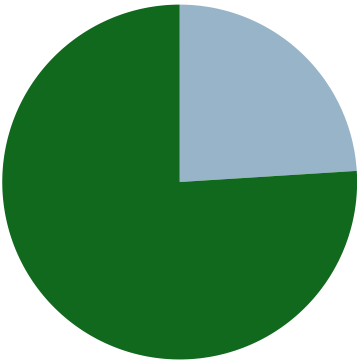


66% of Budget

SALES TAX COLLECTIONS

REVENUE- \$10,269,895.96

City of Huntsville Sales Tax Collections					
2025-2026	Budgeted	Actual Collections	2024-2025	Actual Collections	Difference over last year
Oct-25	\$ 1,078,017.20	\$ 962,281.79	Oct-25	\$ 1,014,698.61	\$ (52,416.82)
Nov-25	\$ 1,355,098.31	\$ 1,357,411.43	Nov-25	\$ 1,305,151.06	\$ 52,260.37
Dec-25	\$ 1,027,643.30	\$ 1,064,582.42	Dec-25	\$ 1,043,111.93	\$ 21,470.49
Jan-26	\$ 1,027,963.80	\$ 1,043,775.04	Jan-26	\$ 992,005.85	\$ 51,769.19
Feb-26	\$ 1,430,380.03	\$ 1,418,674.95	Feb-26	\$ 1,488,434.98	\$ (69,760.03)
Mar-26	\$ 1,024,012.83	\$ 1,044,187.37	Mar-26	\$ 1,009,965.56	\$ 34,221.81
Apr-26	\$ 962,391.27	\$ 938,495.14	Apr-26	\$ 901,870.55	\$ 36,624.59
May-26	\$ 1,322,757.50	\$ 1,333,613.65	May-26	\$ 1,301,151.80	\$ 32,461.85
Jun-26	\$ 1,050,456.26	\$ 1,106,874.17	Jun-26	\$ 1,044,795.95	\$ 62,078.22
Jul-26	\$ 985,742.41		Jul-26	\$ 975,076.70	
Aug-26	\$ 1,209,620.56		Aug-26	\$ 1,158,614.13	
Sep-26	\$ 1,025,916.53		Sep-26	\$ 1,003,626.99	
Totals	\$13,500,000.00	\$10,269,895.96		\$13,238,504.11	\$ 168,709.67



76% of Budget



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.g.

Agenda Item: Consider authorizing the City Manager to enter into a Professional Services Agreement with Strand Associates, Inc. for FY 25-26 CIP Project # 26-10-01 Water Line Replacement and Project # 26-10-07 Elkins Lake Lift Station #2 with 1,500 linear feet of Force Main Replacement.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Strand Associates, Inc. for Professional Services for the FY25-26 CIP Project # 26-10-01 and Project # 27-10-07 in the amount of \$210,000.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient water, wastewater, drainage and transportation services.

Discussion:

A Request for Qualification (RFQ No 25-23) process was conducted for the Robinson Creek Wastewater Treatment Plant (WWTP), Lift Stations, and Miscellaneous Utility lines for different project areas. Twenty-three (23) applications from Engineering Firms were received. The Evaluation Committee consisted of five (5) staff members (plus three attending staff) from two (2) departments. As a result of this process, the top seventeen (17) Engineering Firms were invited to present their proposals to the committee members for the WWTP, Lift Station, and Miscellaneous Utility Line projects.

Strand Associates is one of the firms invited to present their proposal to the Committee Members of Part I (Applications) and Part II (Presentations) Evaluations.

This agenda item includes (1) upsizing the existing 6" and 8" water line to 12" water line along Camellia with all fittings, valves, hydrants and service connections; and (2) rehabilitation of the existing Elkins Lake No. 2 Lift Station, and with 1,500 linear feet of Force Main replacement.

The proposed 12" water line along Camellia from West Green Briar to 1849 Camellia is to replace the existing undersized 6" and 8" water line. This proposed water line will increase the service capacity to the area.

The condition assessment of the Elkins Lake No. 2 Lift Station is at a poor rating, and this lift station is in the high-risk category, which means the majority of components of this lift station, such as pumps, valves, piping, electrical controls, and emergency generator, are recommended for rehabilitation or replacement

After negotiations of the Scope of Services and Fee Proposals, the total fee proposed by Strand Associates, Inc. is \$210,000.00.

This agenda item is a combination of (1) Elkins Lake Lift Station and 1,500' Force Main replacement (\$180,000) - Basic Design, Prebid Phase Services, TCEQ Submittal for review and approval, and Construction Phase Services; and (2) Camellia 12" water line (\$30,000) - Basic Design, Prebid Phase Services, and Construction Phase Services.

Previous Council Action:

The City Council approved FY 2025-2026 CIP budget for Project #26-10-01 in the amount of \$70,000.

The City Council approved FY 2025-2026 CIP budget for Project #26-10-07 in the amount of \$600,000 (including part of construction budget).

Financial Implications: Item is budgeted: FY 25-26 CIP in the amount of \$670,000.00.

Approvals:

Kathlie Jeng-Bulloch
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. 4516.012.CombinedLS&Water.Prpsl.(Final-070226)
2. EKL LS #2 map
3. Camellia 12 water map
4. Engineer Agreement



June 11, 2026

Dr. Kathlie S. Jeng-Bullock, P.E.
City of Huntsville
448 State Highway 75
Huntsville, TX 77320

Re: Engineering Services
Elkins Lake No. 2 Lift Station Improvements and Camellia Drive Waterline Replacement

Dear Kathlie,

This Proposal presents Strand Associates, Inc.®'s (ENGINEER) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to City of Huntsville, Texas (OWNER) for the Elkins Lake No. 2 Lift Station Improvements project and Camellia Drive Waterline Replacement project at the Elkins Lake Subdivision.

Scope of Services

The Scope of Services will generally consist of two projects bid and constructed under a single contract.

The first project includes lift station rehabilitation for the existing 0.65 million gallons per day lift station including new pumps, valves, piping, hatch covers, electrical controls, emergency generator, and fencing. It also includes the replacement of approximately 1,500 linear feet of sanitary sewer force main, beginning at the existing lift station and traveling south to Manhole 115.

The second project will generally consist of replacement of approximately 1,750 linear feet of existing six-inch and eight-inch waterline with new 12-inch water line including all fittings, valves, hydrants service connections, and other appurtenances.

Proposed services for both projects can be described as follows.

Design Services

1. Attend a kickoff meeting, a 50 percent design review meeting, and a 90 percent design review meeting with OWNER.
2. Perform topographic survey of the existing Elkins Lake No. 2 Lift Station site (approximately one-half acre), up to 1,500 linear feet of existing force main, and up to 1,750 linear feet of existing water line. Correspond with utility marking company to locate buried utilities prior to topographic survey.
3. Prepare 50 percent and 90 percent design drawings for lift station, force main and water improvements on 11-inch by 17-inch sheets and portable document format files for design review meetings. Drawings are anticipated to include the following:

TBPE No. F-8405
TBPLS No. 10030000

WJH\mids\R\BRE\Documents\Agreements\H\Huntsville, City of (TX)\CombinedLiftStationForcemain&Water.2026\Agr\4516.012.CombinedLS&Water.Prpsl.docx

Dr. Kathlie S. Jeng-Bulloch, P.E.
City of Huntsville, Texas
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June 11, 2026

- a. Title sheet.
 - b. Index of sheets, vicinity map, and general notes.
 - c. Site plan.
 - d. Lift station details.
 - e. Force main plan and profile sheets.
 - f. Water main plan and profile sheets.
 - g. Construction details.
 - h. Electrical site plan.
 - i. Electrical details and one-line diagram.
4. Communicate with utility owners regarding design and potential utility conflicts. Utilities shall review and resolve all conflicts with the proposed design. Utility conflict resolution that causes design changes shall be considered additional services.
 5. Prepare 50 percent and 90 percent design opinions of probable construction cost (OPCC) for the proposed improvements.
 6. Prepare Bidding Documents using OWNER-provided contract documents and specifications for a single construction contract. OWNER's contract documents shall require the contractor to name ENGINEER as additional insured on its General Liability and Automobile Liability insurance and indemnify ENGINEER in the same manner as OWNER.
 7. Submit drawings and technical specifications to the Texas Commission on Environmental Quality for review and approval.

Bidding-Related Services

1. Distribute one set of Bidding Documents electronically through CivCast, available at www.civcastusa.com. Submit Advertisement for Bid to OWNER to advertise. OWNER shall pay for advertisement.
2. Attend a single prebid meeting to discuss the projects and answer questions from potential bidders.
3. Prepare addenda and answer questions during bidding as needed.
4. Attend one bid opening for the Construction Contract, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
5. Attend one OWNER council meeting for the award of the Construction Contract.
6. Prepare five sets of Contract Documents for signature.

Construction-Related Services

1. Provide construction contract administration services including attendance at the preconstruction conference, review of up to two iterations of contractor's shop drawing submittals, review of up to 14 contractor's periodic payment requests, attend periodic construction progress meetings and site visits (anticipated monthly for up to 12 months), change order processing, and participation in project closeout. Services are based on a 365-day construction schedule. ENGINEER's review

Dr. Kathlie S. Jeng-Bulloch, P.E.
 City of Huntsville, Texas
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of payment requests from contractor will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement. In furnishing periodic site visits, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

2. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Agreement.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
5. Flood Studies: Any services involved in performing flood and floodway studies.
6. Geotechnical Engineering: Geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to OWNER for securing land rights necessary for the project.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

Dr. Kathlie S. Jeng-Bulloch, P.E.
City of Huntsville, Texas
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9. Review of Product Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products is not included.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
12. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Proposal. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.
13. A hazardous materials assessment is not anticipated.
14. Permits other than these listed in this Agreement are not anticipated to be acquired by ENGINEER.
15. Easements or right-of-way acquisition will be performed by OWNER when necessary.
16. Structural engineering design for a new wet well is not included. It is anticipated that the existing wet well can be reused for this project.
17. Supervisory control and data acquisition (SCADA) design and integration is not anticipated. OWNER will contract with their own SCADA integrator for designed and installation outside of this project.

Compensation

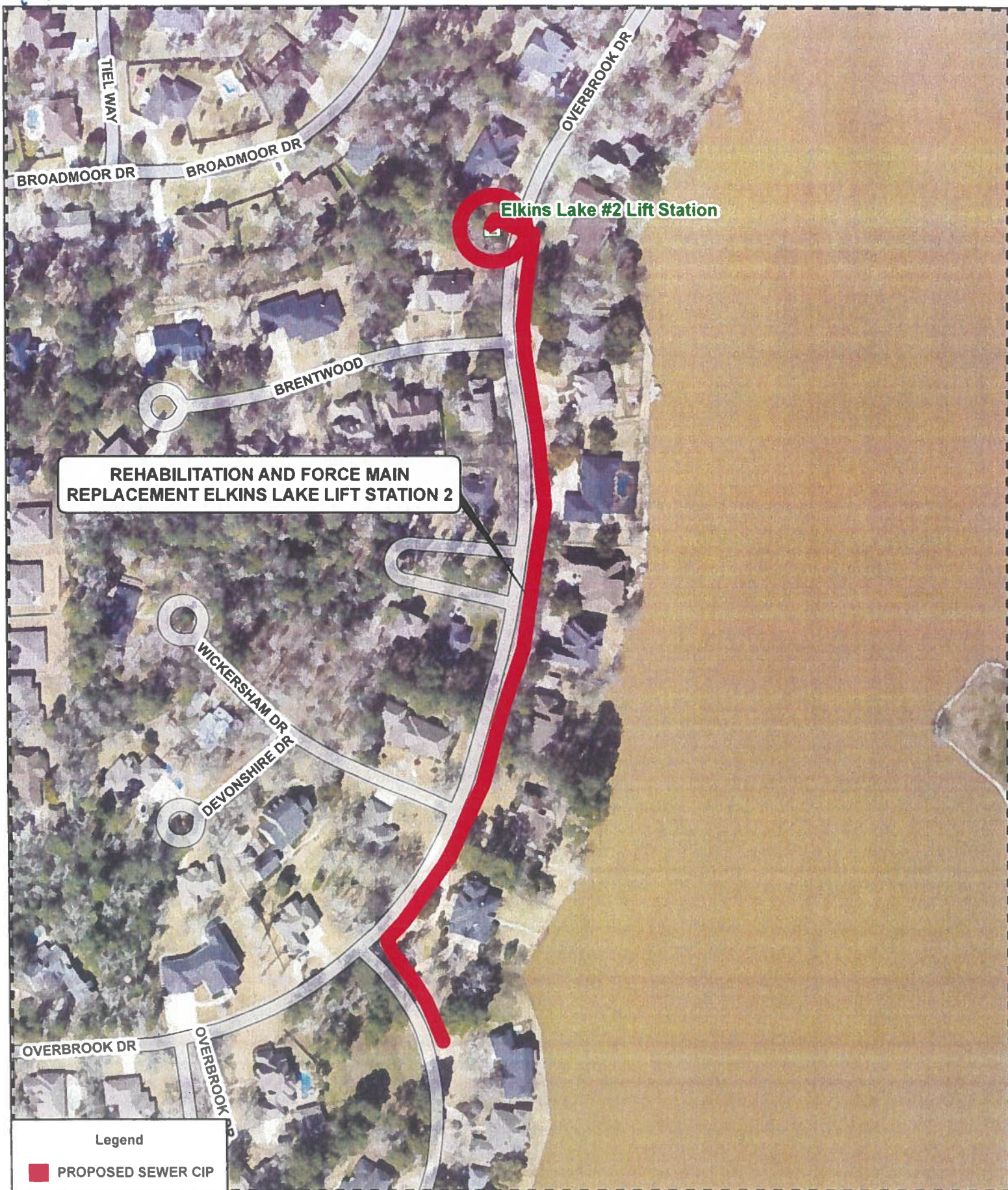
OWNER shall compensate ENGINEER for all Services a lump sum of \$210,000. This total fee is comprised of \$30,000 for the Camellia Drive Water Line Replacement portion of the project and \$180,000 for the Elkins Lake No. 2 Lift Station Improvements portion of the project.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 979-836-7937 extension 6240.

Sincerely,

STRAND ASSOCIATES, INC.®


William J. Huebner, P.E.



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:2,200

On 8.5 x 11 inch Print



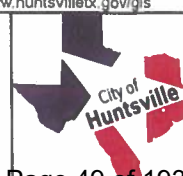
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On Any Print Size

CREATED DATE: 5/28/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

**REHABILITATION AND FORCE MAIN
REPLACEMENT ELKINS LAKE LIFT STATION 2**





**WATERLINE UPSIZE TO 12IN
CAMELLIA DR. (FROM WEST GREEN BRIAR TO 1894
CAMELLIA) APPROX. 1,900 LF**

Legend



PROPOSED WATERLINE CIP

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:5,000

On 8.5 x 11 inch Print



0 210 420 840 Feet

On Any Print Size

CREATED DATE: 7/8/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
**WATERLINE UPSIZE TO 12IN CAMELLIA DR.
(FROM WEST GREEN BRIAR TO 1894
CAMELLIA) APPROX. 1,900 LF**



AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

This Agreement, dated _____, 2026 ("Effective Date") is made and entered into by and between the City of Huntsville, a Texas home-rule municipal corporation ("City") and Strand Associates, Inc. ("Engineer"), whereas the City intends to construct Elkins Lake Lift Station #2 (EL 2) Rehabilitation and Force Main Replacement - COH Project #26-10-07 and Camelia Drive Waterline Replacement – COH Project #26-10-01 ("Project"). City and Engineer, in consideration of the mutual covenants set forth herein, agree as follows:

SECTION 1- SCOPE OF SERVICES

The Engineer agrees to provide the City with the professional engineering services more particularly described in Exhibit 1. The City and Engineer acknowledge and anticipate that the timing and development of any services may depend on the availability of funding and the needs of the City; therefore, the Engineer shall not proceed with any phase of engineering services without specific written authorization by the City.

SECTION 2- LIABILITY, INSURANCE AND INDEMNIFICATION

2.1 Insurance Requirement. Engineer agrees to have and maintain the policies set forth in the insurance requirements herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Agreement. Prior to commencement of services Engineer shall secure and maintain such insurance as stated below from companies licensed or approved to do business in Texas:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$2,000,000.

City will be named as an additional insured to all required coverage except for Worker's Compensation and Professional Liability and will provide certificate of such insurance to the City. The Engineer shall furnish proof of Professional Liability Coverage for the Engineer for this Project in the amount of Two Million Dollars to the City before commencement of Services. Engineer agrees to maintain all indicated types of insurance during the duration of the Project.

2.2 As an experienced and qualified professional, the Engineer warrants that Engineer will perform all services under this Agreement, including providing information, design preparation of drawing, designation or selection of materials and equipment and selection and supervision of personnel, (1) with the professional skill and care ordinarily provided by competent Engineer practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

2.3 In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Agreement. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Agreement. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

2.4 The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, and licensees, as well as their personal property, while in the vicinity of locations where services are performed. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

2.5 **Responsibility for damage claims (indemnification):** Engineer shall indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent act, intentional tort, intellectual property infringement or failure to

pay a subcontractor or supplier, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree arising therefrom, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for the extent of the damage caused by Engineer's negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier. Engineer shall reimburse City for its reasonable attorney's fees to the extent of the Engineer's liability for any such claim.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, the Engineer shall provide additional services that are not already a part of Exhibit 1 and these will be paid by the City a fee negotiated between the City and the Engineer. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized must be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City.

3.3 Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, City's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineer's control.

3.4 Providing renderings or models for the City's use.

3.5 Preparing documents for alternate bids requested by City for services which are not executed or documents for out of sequence services.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the City.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by City if the resulting change in compensation for services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the Engineer other than visits to the Project site or to regulatory agency offices having jurisdiction over the Project.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the Project.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

3.15 Preparing to serve or serving as a consultant or witness for City in any litigation, public hearing or other legal or administrative proceeding involving the Project.

3.16 Additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for in this Agreement.

3.17 If requested by the City or recommended by the Engineer and agreed to in writing by the City, a Resident Project Representative and assistants will be furnished and will act as directed by the Engineer in order to provide more extensive representation at the Project site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the Engineer responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable services shall include the following items when authorized in writing by the City: transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE CITY'S RESPONSIBILITIES

4.1 Access to the Services: The City shall provide reasonable access to and make provisions for the Engineer to enter upon property as required for the Engineer to perform such services as surveys and observations in the development of the Project.

4.2 Consideration of the Engineer's Services: The City, or an agent appointed by City, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the services of the Engineer.

4.3 Legal Requirements: The City shall serve all required notices, receive and act upon all protests and fulfill requirements necessary in the development of the Project.

4.4 Proposals: The City shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.5 Protection of Markers: The City shall protect to the best of its ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the City as extra services of the Engineer.

4.6 Standards: The City shall furnish the Engineer with a copy of any design and construction standards it shall require the Engineer to follow in the preparation of Contract Documents for the Project.

4.7 City's Representative: The City shall designate in writing, by appendix to this Agreement, a single person to act as the City's Representative with respect to the services to be performed under this Agreement. The person designated as City's Representative shall have complete authority to transmit instructions, receive information, interpret and define City's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The City may also appoint, and will notify the Engineer of such appointment, a 3rd party to act as the City's agent for consideration of the Engineer's services set forth in paragraph 4.3 above.

SECTION 5 - THE CITY'S PAYMENTS TO THE ENGINEER

5.1 The City shall pay the Engineer as set forth in Exhibit 1. The total cost of all professional services and expenses provided under this Agreement may not exceed \$210,000.00.

5.2 The City will make prompt monthly payments in response to the Engineer's detailed statements for all categories of completed services rendered under this Agreement, or as provided in an agreed upon schedule which shall be attached to this Agreement. The City shall not be required to make more than one payment a month.

5.3 Additional Services of the Engineer. The Engineer shall be reimbursed according to a written agreed schedule of charges for the additional services outlined under Section 3. Payments to the Engineer for additional services in Section 3 will be made monthly by the City, upon presentation of monthly detailed statements by the Engineer.

SECTION 6 – TIME OF PERFORMANCE AND TERMINATION

6.1 All professional services provided under this Agreement must be completed by December 31, 2027, as set forth in Exhibit 1. Any extension of time for completion must be approved by the City Engineer and agreed by both parties in writing.

6.2 Time is important for this Agreement. The Engineer shall be prepared to provide the professional services to complete the services by the date indicated in Section 6.1. Engineer shall be provided reasonable time to employ engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.3 Termination. The City or Engineer may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice. Upon receipt of the notice, the Engineer shall discuss with the City what will be accomplished within the thirty (30) calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be paid for services satisfactorily performed before the termination date.

6.4 No term or provision of this Agreement shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of this Agreement by the Engineer. The City may withhold payments to the Engineer, upon notification to Engineer, for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

SECTION 7 – PROVISIONS REQUIRED BY STATUTE

7.1 Disclosure of Interested Parties. Engineer must submit a disclosure of interested parties to City, as applicable under Section 2252.908 of the Texas Government Code, for any contract that requires approval by the City Council. The disclosure must be submitted at the time the Contractor submits the signed contract to the City and on a form prescribed by the Texas Ethics Commission.

7.2 Foreign Terrorists. Engineer verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

7.3 Boycott Israel. Engineer verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this Agreement, boycott Israel.

7.4 Boycott Firearms. Engineer verifies, as applicable under Section 2274.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this Agreement, discriminate against a firearm entity or firearm trade association.

7.5 Critical Infrastructure. Engineer verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, Russia; (2) headquartered in any of those countries, as prohibited by Section 2275.0102 of the Texas Government Code.

SECTION 8 - MISCELLENEOUS

8.1 No Waiver. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.2 Ownership of Documents. Any writings, documents, or information in whatsoever form or character produced by Engineer pursuant to the provisions of this Agreement are the exclusive property of City; and no such writing, document or information shall be the subject to any copyright or proprietary claim by Engineer. The City's re-use of any work products prepared by Engineer for purposes other than intended by this Agreement or the Engineer shall be at the City's sole risk.

8.3. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Engineer respectively and its partners, successors, assigns and legal representatives. Neither the City nor the Engineer shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

8.4 Severability. Provisions of this Agreement are severable and if any provision or part of this Agreement or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the Agreement and the application of such provisions or part of this Agreement to other persons or circumstances shall not be affected thereby.

8.5. Jurisdiction and Venue. The laws of the State of Texas shall govern this Agreement. Venue of any matter arising under this Agreement will be in the court of competent jurisdiction in Walker County, Texas.

8.6 Written Notice. Notices shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

CITY Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvlletx.gov	ENGINEER William Huebner Project Manager Strand Associates, Inc. 1906 Niebuhr Street Brenham, TX 77833-5037 william.huebner@strand.com
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8.7 Staffing. Engineer acknowledges that continuity of staffing is important to the City for the duration of the Project. Accordingly, Engineer agrees to assign the following key staff to the Project. No substitution will be made to the assigned key staff without the written consent of the City, provided the identified staff members remain employed by the Engineer:

PROJECT ROLE: William Huebner, P.E., Project Manager

8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

8.9. The signer of this Agreement for the Engineer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the Engineer and to bind the Engineer to all of the terms, conditions, provisions and obligations herein contained.

8.10. If Engineer is a corporation, partnership, or a limited liability company, Engineer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

8.11 In the event of any conflict or ambiguity between this Agreement and any exhibits or attachments to this Agreement, the terms and conditions of this Agreement shall prevail.

8.12 The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Huntsville, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the services and providing the services required by this Agreement.

8.13 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement.

Executed to be effective as of the above stated Effective Date.

CITY:

ENGINEER: Strand Associates, Inc.

APPROVED:

Scott E. Swigert
City Manager


Joseph M. Bunker
Corporate Secretary 7/9/26

ATTEST:

Kristy Doll - City Secretary

APPROVED AS TO FORM:

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.h.

Agenda Item: Consider Resolution No. 2026-26 authorizing the submission of an application to the Apache Corporation Tree Grant Program requesting native trees for enhancements to Emancipation Park and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: I move to approve Resolution No. 2026-26 authorizing the submission of an application to the Apache Corporation Tree Grant Program requesting native trees for enhancements to Emancipation Park and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded.

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: The Apache Corporation Tree Grant Program provides an opportunity for the City to receive fifty (50) five-gallon native trees for planting at Emancipation Park. If awarded, the trees would support ongoing beautification efforts, expand the park's tree canopy, and enhance the park for residents and visitors. While the trees and delivery are provided at no cost, the City anticipates contributing approximately \$5,000 toward project implementation through a combination of staff labor, equipment, planting materials, tree supports, watering, and ongoing maintenance.

If awarded, tree delivery is anticipated in the fall of 2026, with planting expected during the 2026-2027 planting season, in accordance with the grant program requirements. Approval of this item authorizes the City Manager to act as the City's Authorized Representative for purposes of submitting the application and, if awarded, accepting the grant and executing any related project documents.

Previous Council Action: None

Financial Implications: The City's estimated project cost is approximately \$5,000 for labor, equipment, materials, and ongoing maintenance; no local cash match is required.

Approvals:

Lance Hall

Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY26 Resolution 2026-26

RESOLUTION NO. 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE APACHE CORPORATION TREE GRANT PROGRAM FOR NATIVE TREE PLANTINGS AT EMANCIPATION PARK; DESIGNATING THE CITY MANAGER AS THE CITY'S AUTHORIZED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS the City of Huntsville is committed to enhancing parks and public green spaces to improve the quality of life for residents and visitors; and
- WHEREAS the Apache Corporation Tree Grant Program provides native trees to eligible nonprofit organizations and government agencies to support community beautification, environmental stewardship, and urban tree canopy enhancement; and
- WHEREAS the City of Huntsville recognizes the environmental, recreational, and aesthetic benefits of expanding the urban tree canopy through the planting of native tree species; and
- WHEREAS the Parks & Leisure Department has identified Emancipation Park as an appropriate location for native tree plantings that will enhance the park's appearance, expand the tree canopy, provide additional shade, and improve the natural environment; and
- WHEREAS the City Council finds that participation in the Apache Corporation Tree Grant Program is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUNTSVILLE, TEXAS, THAT:

- SECTION 1: An application is hereby authorized to be submitted on behalf of the City of Huntsville to the Apache Corporation Tree Grant Program requesting native trees for planting at Emancipation Park.
- SECTION 2: If awarded, the City of Huntsville agrees to plant, establish, and maintain the trees in accordance with the requirements of the Apache Corporation Tree Grant Program.
- SECTION 3: The City Council designates the City Manager as the City's Authorized Representative to act in all matters related to this application and the City's participation in the Apache Corporation Tree Grant Program, including acceptance of the grant and execution of any related documents, if awarded.
- SECTION 4: This Resolution shall become effective immediately upon its passage and approval.

PASSED, APPROVED AND ADOPTED on this 21st day of July, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.i.

Agenda Item: Consider Resolution No. 2026-29 adopting the City of Huntsville Code of Conduct as required by the U.S. Department of Housing and Urban Development (HUD) for federal financial assistance.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-29 adopting the City of Huntsville Code of Conduct governing the performance of employees, officers, and agents engaged in the award and administration of contracts funded by federal financial assistance.

Strategic Initiative: Strategic Priority #5, Engagement - Build strong relationships within our organization and community with a focus on our culture of core values as expressed in Service, Trust, Accountability and Respect. Provide a welcoming and collaborative environment that fosters mutual partnership between city government, community organizations and our residents.

Discussion: The City of Huntsville is pursuing grant funding through the U.S. Department of Housing and Urban Development's (HUD) Automated Permitting Systems Demonstration Program. As part of the application, HUD requires applicants to maintain written standards of conduct governing employees, officers, and agents involved in the selection, award, and administration of contracts supported with federal financial assistance.

While the City already maintains procurement policies and complies with applicable state and federal requirements, adoption of a standalone Code of Conduct provides a clear, consolidated policy that satisfies HUD's grant compliance requirements and establishes consistent ethical standards for all federally funded procurements. The proposed Code of Conduct is based on the federal procurement standards contained in 2 CFR Part 200 and complements the City's existing purchasing policies.

Approval of this resolution will satisfy the HUD grant requirement for the City's current application and establish a policy that may be used to support eligibility for future federal grant opportunities requiring written standards of conduct.

Previous Council Action: None

Financial Implications: There is no fiscal impact associated with the adoption of this policy.

Approvals:

Lance Hall

Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY26 Resolution 2026-29
2. Code of Conduct

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, ADOPTING THE CODE OF CONDUCT REQUIRED FOR APPLICATION TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT PROGRAMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the U.S. Department of Housing and Urban Development (HUD) administers federal grants to support housing, community development, and services for vulnerable populations to create strong and sustainable communities; and

WHEREAS all federal grant award recipients must have an updated code of conduct or written standards of conduct for procurements that meet all the requirements of 2 CFR § 200.318(c) on file with HUD; and

WHEREAS failure to provide a copy of a code of conduct or written standards of conduct may prevent a grant applicant from receiving federal HUD grant funds; and

WHEREAS City Council finds that it is in the best interests of the City of Huntsville to adopt the Code of Conduct for Procurements Involving Federal Financial Assistance attached hereto as **Exhibit “A”** that is required in order to apply for and receive federal HUD grant funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS THAT:

SECTION 1: The City Council adopts the Code of Conduct for Procurements Involving Federal Financial Assistance set forth in **Exhibit “A”** as required by HUD grant programs.

SECTION 2: This Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED on this 21st day of July, 2026.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



Code of Conduct for Procurements Involving Federal Financial Assistance

1. Purpose

The City of Huntsville is committed to conducting business fairly, ethically, and in the best interest of the public. This Code of Conduct establishes the standards that apply to employees, officials, and others involved in procurements funded in whole or in part with Federal financial assistance.

This policy supplements the City's Personnel Policies, Procurement Manual, and all other applicable City policies. It is intended to satisfy the procurement standards contained in 2 CFR § 200.318(c). When federal requirements are more restrictive than City policy, the federal requirements shall apply.

2. Applicability

This policy applies to all City officers, elected officials, employees, agents, consultants, contractors acting on behalf of the City, and any other individual participating in the selection, award, or administration of contracts supported with Federal funds.

For purposes of this policy, immediate family includes a spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws.

3. Standards of Conduct

Individuals covered by this policy shall perform their duties with honesty, integrity, fairness, and impartiality.

Decisions involving federally funded procurements shall be made solely in the best interest of the City and in accordance with applicable federal, state, and local requirements.

Covered individuals shall not use their position or authority for personal gain or provide preferential treatment to any contractor, consultant, vendor, or supplier.

4. Conflicts of Interest

No employee, officer, agent, consultant, or other covered individual shall participate in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest exists.



City of Huntsville

Incorporated in 1845 under the Republic of Texas

A conflict of interest exists when the individual, an immediate family member, business partner, or an organization employing any of those individuals has a financial or other interest in a firm being considered for a contract or could benefit from the procurement.

Individuals involved in federally funded activities shall also comply with any conflict-of-interest requirements contained in the applicable grant agreement or federal program regulations.

Any actual, potential, or apparent conflict of interest shall be disclosed promptly to the employee's supervisor and the Purchasing Manager or City Manager. The individual shall not participate further in the procurement until the conflict has been reviewed and resolved.

Individuals who exercise responsibilities related to federally assisted activities, or who are in a position to participate in decision-making or obtain non-public information regarding those activities, shall not obtain a financial interest or benefit from the activity or from any related contract, subcontract, or agreement during their tenure or for one (1) year after those responsibilities end, unless otherwise permitted by applicable federal law.

5. Organizational Conflicts of Interest

The City will take reasonable steps to identify and avoid organizational conflicts of interest that could affect the fairness or integrity of a federally funded procurement.

When necessary, the City may require mitigation measures, limit participation in a procurement, or take other appropriate action to protect the integrity of the procurement process.

6. Gifts and Gratuities

Employees and officials shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, vendors, consultants, or parties seeking to do business with the City if doing so could influence, or appear to influence, an official decision.

Nothing in this section prohibits acceptance of items specifically permitted under applicable City policy or Texas law.

7. Confidential Information

Information obtained through the procurement process shall be used only for official City business.

Confidential or proprietary information shall not be disclosed or used for personal benefit or to provide an unfair advantage to any person or business.



8. Violations

Violations of this policy may result in disciplinary action consistent with the City's Personnel Policies and Procedures Manual and may also result in contract termination, disqualification from participation in a procurement, referral to the appropriate authorities, or other remedies available under federal, state, or local law.

9. Related Policies

This policy is intended to work together with the City's Personnel Policies and Procedures Manual, Procurement Manual, and other applicable City policies. Nothing in this policy supersedes those documents except where federal grant requirements impose a more restrictive standard.

10. References

This policy is adopted in accordance with:

- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR § 200.318;
- Applicable federal program regulations;
- Texas Local Government Code, Chapter 171 (Regulation of Conflicts of Interest);
- Texas Local Government Code, Chapter 176 (Disclosure of Certain Relationships with Local Government Officers);
- City of Huntsville Personnel Policies and Procedures Manual; and
- City of Huntsville Procurement Manual.

Russell Humphrey, Mayor

Date



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.j.

Agenda Item: Consider authorizing the City Manager to enter into Professional Services Agreements with 5engineering for FY 25-26 CIP Project # 26-10-04 University Ave. Water Line Replacement and Project # 26-10-09 Elkins Lake Lift Station #3 Upgrade and Replacement.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with 5engineering for FY 25-26 CIP Project # 26-10-04 University Ave. Water Line Replacement and Project # 26-10-09 Elkins Lake Lift Station #3 Upgrade and Replacement in the amount of \$149,940.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion:

A Request for Qualification (RFQ No 25-23) process was conducted for the Robinson Creek Wastewater Treatment Plant (WWTP), Lift Stations, and Miscellaneous Utility lines for different project areas. Twenty-three (23) applications from Engineering Firms were received. The Evaluation Committee consisted of five (5) staff members (plus three attending staff) from two (2) departments. As a result of this process, the top seventeen (17) Engineering Firms were invited to present their proposals to the committee members for the WWTP, Lift Station, and Miscellaneous Utility Line projects.

5engineering is one of the Firms invited to present their proposal to the Committee Members of Part I (Applications) and Part II (Presentations) Evaluations.

This agenda item includes (1) rehabilitation of the existing Elkins Lake No. 3 Lift Station; (2) upsizing the existing 6" water line to 8" water line along University Ave. with all fittings, valves, hydrants and service connections.

The existing lift station has been in service since 1970 with wet well constructed of stacked reinforced concrete pipes and the joints leaking groundwater. The inside walls are lined/coated but the coating is largely failed. The pump components, pump rails, hatch covers and control panel appear to be near the end of their useful life. This lift station is in the high-risk category, which means majority components of this lift station such as pumps, valves, piping, electrical controls, and emergency generator, are recommended for rehabilitation or replacement.

The proposed 8" water line along University Ave from FM247 to Thomason Street is to replace the existing undersized 6" Ductile Iron Pipe. This proposed water line will increase the service capacity to

the area per Public Works request.

After several negotiations (see attached) of the Scope of Services and Fee Proposals, the total fee proposed by Sengineering is \$149,940.00.

This agenda item is a combination of (1) Elkins Lake Lift Station #3 (\$99,970.00) - Basic Design, Final Design, Bid Phase, Geotechnical Services, Stormwater Pollution Prevention Plan; and (2) University Ave 8" water line (\$49,970.00) - Basic Design, Final Design, Bid Phase, Geotechnical Services, Traffic Control Plan, and Stormwater Pollution Prevention Plan.

Previous Council Action:

The City Council approved FY 2025-2026 CIP budget for Project #26-10-04 in the amount of \$50,000.

The City Council approved FY 2025-2026 CIP budget for Project #26-10-09 in the amount of \$100,000 (including part of construction budget).

Financial Implications: ☒ **Item is budgeted:** FY 25-26 CIP budget in the amount of \$150,000.00.

Approvals:

Kathlie Jeng-Bulloch

Ricardo Villagrand

Scott Swigert

Robby Chapman

Sharon Schultz

Kristy Doll

Associated Information:

1. Engineering Agreement - EL #3 & University Ave_Redacted
2. EKL LS #3 map
3. University Water line map
4. 2026.07.02 Elkins Lake LS-3 University Ave Water Proposal
5. Elkins Lake LS-3 University Ave Water Proposal 6-11-26
6. Elkins Lake LS-3 University Ave Water Proposal 6-15-26
7. Elkins Lake LS-3 University Ave Water Proposal 6-18-26

AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

This Agreement, dated _____, 2026 (“Effective Date”) is made and entered into by and between the City of Huntsville, a Texas home-rule municipal corporation (“City”) and Sengineering, LLC (“Engineer”), whereas the City intends to construct Elkins Lake Lift Station #3 (EL 3) Rehabilitation and Expansion - COH Project #26-10-09 and University Avenue from Thomason to FM 247 Waterline Replacement – COH Project #26-10-04 (“Project”). City and Engineer, in consideration of the mutual covenants set forth herein, agree as follows:

SECTION 1- SCOPE OF SERVICES

The Engineer agrees to provide the City with the professional engineering services more particularly described in Proposal dated July 2, 2026 (Exhibit 1). The City and Engineer acknowledge and anticipate that the timing and development of any services may depend on the availability of funding and the needs of the City; therefore, the Engineer shall not proceed with any phase of engineering services without specific written authorization by the City.

SECTION 2- LIABILITY, INSURANCE AND INDEMNIFICATION

2.1 Insurance Requirement. Engineer agrees to have and maintain the policies set forth in the insurance requirements herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Agreement. Prior to commencement of services Engineer shall secure and maintain such insurance as stated below from companies licensed or approved to do business in Texas:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$2,000,000.

City will be named as an additional insured to all required coverage except for Worker's Compensation and Professional Liability and will provide certificate of such insurance to the City. The Engineer shall furnish proof of Professional Liability Coverage for the Engineer for this Project in the amount of Two Million Dollars to the City before commencement of Services. Engineer agrees to maintain both types of insurance during the duration of the Project.

2.2 As an experienced and qualified professional, the Engineer warrants that Engineer will perform all services under this Contract, including but not limited to providing information, design preparation of drawing, designation or selection of materials and equipment and selection and supervision of personnel, (1) with the professional skill and care ordinarily provided by competent Engineer practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

2.3 In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

2.4 The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of locations where services are performed. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

2.5 **Responsibility for damage claims (indemnification):** Engineer shall indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent act, intentional tort, intellectual property infringement or failure to

pay a subcontractor or supplier, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree arising therefrom, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier. Engineer shall reimburse City for its reasonable attorney's fees in proportion to Engineer's liability for any such claim.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, the Engineer shall provide additional services that are not already a part of Exhibit 1 and these will be paid by the City a fee negotiated between the City and the Engineer. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized must be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City.

3.3 Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, City's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineer's control.

3.4 Providing renderings or models for the City's use.

3.5 Preparing documents for alternate bids requested by City for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the City.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by City if the resulting change in compensation for services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the Engineer other than visits to the Project site or to regulatory agency offices having jurisdiction over the Project.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the Project.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

3.15 Preparing to serve or serving as a consultant or witness for City in any litigation, public hearing or other legal or administrative proceeding involving the Project.

3.16 Additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for in this Agreement.

3.17 If requested by the City or recommended by the Engineer and agreed to in writing by the City, a Resident Project Representative and assistants will be furnished and will act as directed by the Engineer in order to provide more extensive representation at the Project site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the Engineer responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable services shall include the following items when authorized in writing by the City: transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE CITY'S RESPONSIBILITIES

4.1 Access to the Work: The City shall provide reasonable access to and make provisions for the Engineer to enter upon property as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

4.2 Consideration of the Engineer's Services: The City, or an agent appointed by City, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

4.3 Legal Requirements: The City shall serve all required notices, receive and act upon all protests and fulfill requirements necessary in the development of the Project.

4.4 Proposals: The City shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.5 Protection of Markers: The City shall protect to the best of its ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the City as extra services of the Engineer.

4.6 Standards: The City shall furnish the Engineer with a copy of any design and construction standards it shall require the Engineer to follow in the preparation of Contract Documents for the Project.

4.7 City's Representative: The City shall designate in writing, by appendix to this Agreement, a single person to act as the City's Representative with respect to the services to be performed under this Agreement. The person designated as City's Representative shall have complete authority to transmit instructions, receive information, interpret and define City's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The City may also appoint, and will notify the Engineer of such appointment, a 3rd party to act as the City's agent for consideration of the Engineer's services set forth in paragraph 4.3 above.

SECTION 5 - THE CITY'S PAYMENTS TO THE ENGINEER

5.1 The City shall pay the Engineer as set forth in Exhibit 1. The total cost of all professional services and expenses provided under this Agreement may not exceed **\$149,940.00**.

5.2 The City will make prompt payments in response to the Engineer's detailed statements for all categories of completed services rendered under this Agreement, or as provided in an agreed upon schedule which shall be attached to this Agreement. The City shall not be required to make more than one payment a month.

5.4. Additional Services of the Engineer. The Engineer shall be reimbursed according to a written agreed schedule of charges for the additional services outlined under Section 3. Payments to the Engineer for additional services in Section 3 will be made monthly by the City, upon presentation of monthly detailed statements by the Engineer.

SECTION 6 – TIME OF PERFORMANCE AND TERMINATION

6.1 All professional services provided under this Agreement must be completed in 12 months after receipt of notice to proceed, as set forth in Exhibit 1. Any extension of time for completion must be approved by the City Engineer and agreed by both parties in writing.

6.2 Time is of the essence of this Agreement. The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the date indicated in Section 6.1. Engineer shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.1 Termination. The City or Engineer may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice. Upon receipt of the notice, the Engineer shall discuss with the City what will be accomplished within the thirty (30) calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be paid for services satisfactorily performed before the termination date.

6.2 No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

SECTION 7 – PROVISIONS REQUIRED BY STATUTE

7.1 Disclosure of Interested Parties. Engineer must submit a disclosure of interested parties to City, as applicable under Section 2252.908 of the Texas Government Code, for any contract that requires approval by the City Council. The disclosure must be submitted at the time the Contractor submits the signed contract to the City and on a form prescribed by the Texas Ethics Commission.

7.2. Foreign Terrorists. Engineer verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

7.3 Boycott Israel. Engineer verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this contract, boycott Israel.

7.4 **Boycott Firearms.** Engineer verifies, as applicable under Section 2274.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this contract, discriminate against a firearm entity or firearm trade association.

7.5 **Critical Infrastructure.** Engineer verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, Russia; (2) headquartered in any of those countries, as prohibited by Section 2275.0102 of the Texas Government Code.

SECTION 8 - MISCELLEANEOUS

8.1 **No Waiver.** No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.2 **Ownership of Documents.** Any writings, documents, or information in whatsoever form or character produced by Engineer pursuant to the provisions of this Agreement are the exclusive property of City; and no such writing, document or information shall be the subject to any copyright or proprietary claim by Engineer.

8.3. **Successors and Assigns:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Engineer respectively and its partners, successors, assigns and legal representatives. Neither the City nor the Engineer shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

8.4 **Severability.** Provisions of this Agreement are severable and if any provision or part of this Agreement or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the Agreement and the application of such provisions or part of this Agreement to other persons or circumstances shall not be affected thereby.

8.5. **Jurisdiction and Venue.** The laws of the State of Texas shall govern this Agreement. Venue of any matter arising under this Agreement will be in the court of competent jurisdiction in Walker County, Texas.

8.6 **Written Notice.** Notices shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

CITY Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvlletx.gov	ENGINEER Elizabeth Parent, PE, CFM, ENV SP Principal 5engineering, LLC 11200 Westheimer, Suite 353 Houston, TX 77042 Liz.parent@5engineering.com
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8.7 Staffing. Engineer acknowledges that continuity of staffing is important to the City for the duration of the Project. Accordingly, Engineer agrees to assign the following key staff to the Project. No substitution will be made to the assigned key staff without the written consent of the City, provided the identified staff members remain employed by the Engineer:

PROJECT ROLE: Frank Stephens, Project Manager

PROJECT ROLE: Elizabeth Parent, Project Principal

8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

8.9. The signer of this agreement for the Engineer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the Engineer and to bind the Engineer to all of the terms, conditions, provisions and obligations herein contained.

8.10. If Engineer is a corporation, partnership, or a limited liability company, Engineer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

8.11 In the event of any conflict or ambiguity between this Agreement and any exhibits or attachments to this Agreement, the terms and conditions of this Agreement shall prevail.

8.12 The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Huntsville, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

8.13 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Executed to be effective as of the above stated Effective Date.

CITY:

ENGINEER: 5engineering, LLC

APPROVED:

Scott E. Swigert
City Manager

By: 

Name Elizabeth Parent
Title Principal

ATTEST:

Kristy Doll - City Secretary

APPROVED AS TO FORM:

Robby Chapman, City Attorney

Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.	Date Received	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <i>Elizabeth Parent</i> _____ Signature of vendor doing business with the governmental entity 07/08/2026 _____ Date		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

To the extent this proposal relates to critical infrastructure in the State of Texas, I, Elizabeth Parent, the undersigned representative Fivengineering, LLC (the “Company”) do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code as amended (“designated country”); or

- The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Elizabeth Parent

Signature

Page 82 of 193

Firearm Verification Form

I, Elizabeth Parent, the undersigned representative of Fivengineering, LLC (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

07/08/2026
Date


Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees,
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- ☐ will be between a governmental entity and a sole proprietor; or
- ☐ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between The City of Huntsville and the Company.

Date

Signature

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fivengineering, LLC
Houston, TX United States

Certificate Number:
2026-1486545

Date Filed:
07/08/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Huntsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#26-10-09 & #26-10-04
Professional Engineering Services for EL 3 and University Ave WL

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parent, Elizabeth	Houston, TX United States	X	
	Humphries, Susan Kelly	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Elizabeth Parent, and my date of birth is [REDACTED].

My address is 266 Sugarberry Circle, Houston, TX, 77024, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 8 day of July, 2026.
(month) (year)

Elizabeth Parent

Signature of authorized agent of contracting business entity
(Declarant)

Iran, Sudan and Foreign Terrorist Organizations Verification Form

I, Elizabeth Parent, the undersigned representative of Fivengineering, LLC (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- 1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
- 2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

07/08/2026
Date


Signature

Israel Verification Form

I, Elizabeth Parent, the undersigned representative of Fivengineering, LLC (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

07/08/2026
Date


Signature

EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between The City of Huntsville, Texas and the Company.

Date

Signature

Non-Collusion Affidavit

1. He/she is Elizabeth Parent of Fivengineering, LLC, the responder that has submitted the attached bid/proposal.
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City of Huntsville or any per interest in the proposed contract.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Elizabeth Parent

Signature

Elizabeth Parent
Printed Name

Fivengineering, LLC
Firm Name

Prohibition of Contracts Discriminating Against Energy Company Boycott Verification Form

I, Elizabeth Parent____, the undersigned representative of Fivengineering, LLC (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

07/08/2026_____
Date

Elizabeth Parent

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Texas Public Information Act Verification Form

I, Elizabeth Parent, the undersigned representative of Fivengineering, LLC (the “Company”) do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

07/08/2026
Date


Signature



Legend

 **PROPOSED SEWER CIP**

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:600

On 8.5 x 11 inch Print



0 25 50 100 Feet

On Any Print Size

CREATED DATE: 5/27/2026

**CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION**

**SEWER ELKINS LAKE LIFT STATION 3
REHAB AND EXPANSION**





**REPLACE 6IN WATERLINE
PW REQUEST 2024. UNIVERSITY AVE. (FROM
THOMASON ST. TO FM 247) APPROX. 1,200 LF**

Legend

■ **PROPOSED WATERLINE CIP**

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:2,600

On 8.5 x 11 inch Print



0 110 220 440 Feet

On Any Print Size

CREATED DATE: 5/14/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

**REPLACE 6IN WATERLINE
PW REQUEST 2024. UNIVERSITY AVE. (FROM
THOMASON ST. TO FM 247) APPROX. 1,200 LF**



Service Layer Credits: The City of Huntsville, TX GIS Division

11200 Westheimer Rd. #353, Houston TX 77042 | 832-800-3483 | Elkins Lake LS-3 University Ave Water Proposal.docx

July 2, 2026

Dr. Kathlie S. Jeng-Bullock, PE, BC WRE, CFM, F. ASCE
City Engineer, Director of Engineering
City of Huntsville
448 TX Hwy 75
Huntsville, TX 77320

Re: City of Huntsville Lift Station & Water Line Improvements Projects

Dear Dr. Jeng-Bullock,

5e Engineering, LLC (5e) is pleased to offer our professional engineering services to the City of Huntsville (City) for the Elkins Lake Lift Station No. 3 improvements project and the University Avenue water line improvements project. The Elkins Lake Lift Station No. 3 project is located adjacent to 1440 River Oaks Drive, Huntsville, TX 77340. The University Avenue water line improvements project is located on University Avenue between Thomason Street and FM 247 in the City of Huntsville, TX.

5e will provide final design, bid phase, and construction phase services for this project. Our scope of work for the project will include the final design of the lift station rehabilitation and 6-inch water line replacement. Our proposal includes structural, mechanical, electrical, instrumentation, survey and geotechnical services for the project.

BACKGROUND

Project No. 1: Elkins Lake Lift Station No. 3

The existing lift station has been in service since 1970 and requires rehabilitation. The existing lift station wet well appears to be 6.0-ft or 8.0-ft in diameter and is constructed of stacked reinforced concrete pipe and the joints leak groundwater. The inside walls are lined / coated, but the lining . coating is largely failed. The lift station firm capacity is approximately 600-gpm with two submersible pumps in a duty / standby configuration. The pumps discharge through a buried vault where they connect to an 8-inch diameter force main.

The pumps and pump components appear to be near the end of their useful life. The pump rails and lift station components, including hatch covers and control panel, are at the end of their useful life. The City would like to refurbish the lift station and bring the discharge piping above grade for ease of access. The facility is equipped with a diesel standby generator and the City would like to explore replacing it with a natural gas standby generator.

Influent sewage is conveyed to the wet well by an 8-inch diameter gravity sewer line and a 6-inch diameter gravity sewer line. The lift station appears to pump flow 650-ft through the force main before it discharges to a gravity sewer system. The City would also like to replace the force main.

The City indicated that a capacity increase is not required at this time. The lift station property is located on a utility easement.

Project No. 2: University Ave. Water Line Improvements

The City also wishes to replace the existing 6-inch water line between Thomason Street to FM 247, approximately 1,200-lft, with an 8-inch water line.

SUMMARY OF PROJECT SERVICES

5e will provide the following professional engineering services for the project. The level of effort presented herein is based on the following scope of work understanding:

1. Rehabilitation of the existing lift station – 5e will provide drawings and specifications for the rehabilitation of the existing lift station structure and equipment.
2. Water Line Replacement – The existing water line between Thomason Street and FM 247 will be replaced with an 8-inch water line. 5e will provide the final design services for the replacement of the water line, including traffic control, and stormwater pollution prevention drawings.

Based on these scope items, 5e will provide the following engineering services:

BASIC SCOPE OF SERVICES

Phase II – Final Design – 5e will develop detailed drawings, technical specifications, and engineer's opinion of probable construction costs (EOPCC's) for the public bid of the improvements as a single construction package. All work products will receive an in-house quality control review by a 5e professional engineer who is experienced in completing similar projects. The final drawings, technical specifications, and EOPCC's will be signed and sealed by a professional engineer licensed in the State of Texas.

Task 1: Project Management

- a) 5e will coordinate the scope, schedule, and budget for this project. 5e assumes a maximum duration of 9 months for the final design phase.
- b) Project management tasks will include managing and coordinating project efforts including QA/QC of deliverables and invoice preparations.

Task 2: Data Collection

- a) Research and Record Drawings Review: 5e will request and review informational resources such as record drawings and historical data provided by the City.
- b) Site Visits / Condition Assessment: up to 1 day of site visits to collect data, photographs, and record data.
- c) Structural Condition Assessment: 5e subconsultant Stanley Spurling & Hamilton will conduct a visual inspection of the wet well. The visual assessment will be limited to a visual observation of the reinforced concrete structure. The visual assessment will be conducted from the surface without entering the wet well.
- d) Electrical Condition Assessment and Engineering: Electrical and instrumentation services will be provided by 5e subconsultant Baird Gilroy & Dixon, LLC and will include the following services:
 - i. Condition Assessment: Site visit to inspect existing conditions of primary power, electrical equipment, controls, and instrumentation.

Task 3: Document Preparation and Submission

- a) City / Site / Coordination Meetings: Up to 2 meetings with City staff to discuss progression of the design.
- b) Progress Submittals (60%, 90% & 100%): Preparation of 3 milestone deliverables including drawings, technical specifications, and EOPCCs.
- c) Technical Specifications: 5e will prepare technical specifications associated with the design. The City's standard specifications will be used as the starting point where possible. If City's standard specifications are not available or applicable, 5e will prepare the technical specification.
- d) OPCC: 5e will prepare an Engineer's Opinion of Probable Construction Cost associated with the design.
- e) Addressing Review Comments: 5e will provide written responses to comments at each of the milestone deliverables and will incorporate comments into the design as appropriate.
- f) Regulatory Agency Approval: 5e will coordinate with external regulatory and permitting agencies. Documents will be submitted to the Texas Department on Environmental Quality (TCEQ) and the City of Huntsville for review and approval.
- g) Geotechnical Investigation: 5e's subconsultant Aviles Engineering will perform geotechnical investigations along the force main route and prepare a report with design recommendations. Soil borings will be collected and analyzed every 500 feet on the force main alignment.
- h) Topographic Survey: 5e's subconsultant Landtech will provide a topographic survey and boundary survey of the lift station site and topographic survey of proposed force main alignment.

Task 4: Drawings Preparation

- a) 5e will prepare detailed construction drawings for the project. The drawings will be prepared in 2D AutoCAD electronic format. The drawings will incorporate applicable design criteria and the City standards. 5e will use the City's standard details, as needed. Where unique details are required, 5e will provide them for the relevant portions of the design. 5e will submit plans for City review at the 60% and 90% phases. The plans and documents will be provided electronically in PDF format.

Task 5: Bid Phase Services

- a) 5e will assist the City during the Bid Phase with contract document distribution and aid throughout the bidding process. Engineering services during the bid phase will be as follows:
 - i. 5e will provide bid documents in electronic format appropriate for the City's e-bid platform.
 - ii. 5e will attend one pre-bid meeting and attend the bid opening.
 - iii. 5e will respond to prospective bidders' requests for clarification and information in the form of contract addenda.
 - iv. 5e will review bid forms, check for mathematical errors and unbalanced bid items, prepare bid tabulation, check apparent low bidder's references, and prepare Engineer's Recommendation Award letter.
 - v. 5e will produce and deliver to the City five (5) sets of plans and project manuals required for City signatures.
 - vi. 5e will attend a City Council meeting if needed to address questions regarding the award of the construction contract.
 - vii. 5e will produce and deliver to the contractor three (3) fully executed sets of plans and project manuals.

Task 6: Phase III – Construction Phase Services - 5e will provide construction phase services to support the City during construction of the project. Construction Phase services will include the following:

- 1) 5e will attend one pre-construction meeting.
- 2) 5e will attend monthly construction progress meetings, the budget assumes up to nine progress meetings over the course of the construction.

- 3) 5e will review and respond to submittals and resubmittal as required by project specifications.
- 4) 5e will review and respond to RFI's related to the design and provide guidance to the Contractor and Construction Manager in resolution of issues.
- 5) 5e will review monthly pay applications in conjunction with the City's inspector and Project Manager.
- 6) 5e will attend one substantial completion walk-through and one final completion walk-through and assist with the production of a punch list.
- 7) 5e will prepare record drawings and provide completed Adobe.pdfs of the final record.

ADDITIONAL SERVICES

Services requested by the City outside of the Basic Services scope will be authorized based on negotiated contract amendments. Additional Services will require specific written authorizations for not to exceed amounts. Additional Services include, but are not limited to the following:

- Preliminary Engineering Report & Condition Assessment with Alternatives Evaluation and Design Recommendations
- Odor Control Analysis
- Easement surveys or metes and bounds documents.
- Subsurface utility investigations.
- Replacement or rehabilitation of offsite utilities.
- Lead and asbestos testing.
- Environmental testing.
- Nondestructive testing necessary to evaluate the condition of the reinforced concrete wet well.
- Entry into confined spaces including the wet well to conduct a condition assessment.
- Payment of permitting fees, review fees, and/or utility relocation fees.

Project No. 1: Elkins Lake Lift Station No. 3

The lump sum fee for performing the scope of services for Project No. 1, including other direct costs (such as mileage) and additional services are summarized in the following table:

Task	This Contract	Other Phases
Final Design	\$ 76,050.00	
Bid Phase	\$ 7,180.00	
Construction Phase		\$ 48,920.00
Surveying Services – if needed:		\$ 17,500.00
Geotechnical Services – Aviles Engineering Corporation – not to exceed:	\$ 10,000.00	
Permit and Plan Review Services	\$ -	
Traffic Control Plan (TCP) – Lump Sum:	\$ -	
Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum:	\$ 3,690.00	
Reimbursement – Reimbursable:	\$ 3,050.00	
Totals:	\$ 99,970.00	\$ 66,420.00

The grand total budget for Project No. 1: \$166,390.00

Project No. 2: University Ave. Water Line Improvements

The lump sum fee for performing the scope of services for Project No. 2, including other direct costs (such as mileage) and additional services are summarized in the following table:

Task	This Contract	Other Phases
Final Design	\$ 20,380.00	
Bid Phase	\$ 5,680.00	
Construction Phase		\$ 35,220.00
Surveying Services – if needed:		\$ 18,000.00
Geotechnical Services – Aviles Engineering Corporation – not to exceed:	\$ 10,000.00	
Permit and Plan Review Services	\$ -	
Traffic Control Plan (TCP) – Lump Sum:	\$ 6,900.00	
Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum:	\$ 4,110.00	
Reimbursement – Reimbursable:	\$ 2,900.00	
Totals:	\$ 49,970.00	\$ 53,220.00

The grand total budget for Project No. 2: \$103,190.00

We will invoice monthly as work progresses over the course of the project. Payment is expected within 30 days of receipt of invoice by the City.

Please feel free to call me at 713-823-7184 or email me at fstephens@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,



Elizabeth Parent, PE
Principal

June 10, 2026

Dr. Kathlie S. Jeng-Bullock, PE, BC WRE, CFM, F. ASCE
City Engineer, Director of Engineering
City of Huntsville
448 TX Hwy 75
Huntsville, TX 77320

Re: City of Huntsville Lift Station & Water Line Improvements Projects

Dear Dr. Jeng-Bullock,

5engineering, LLC (5e) is pleased to offer our professional engineering services to the City of Huntsville (City) for the Elkins Lake Lift Station No. 3 improvements project and the University Avenue water line improvements project. The Elkins Lake Lift Station No. 3 project is located adjacent to 1440 River Oaks Drive, Huntsville, TX 77340. The University Avenue water line improvements project is located on University Avenue between Thomason Street and FM 247 in the City of Huntsville, TX.

5e will provide final design, bid phase, and construction phase services for this project. Our scope of work for the project will include the final design of the lift station rehabilitation and 6-inch water line replacement. Our proposal includes structural, mechanical, electrical, instrumentation, survey and geotechnical services for the project.

BACKGROUND

Project No. 1: Elkins Lake Lift Station No. 3

The existing lift station has been in service since 1970 and requires rehabilitation. The existing lift station wet well appears to be 6.0-ft or 8.0-ft in diameter and is constructed of stacked reinforced concrete pipe and the joints leak groundwater. The inside walls are lined / coated, but the lining . coating is largely failed. The lift station firm capacity is approximately 600-gpm with two submersible pumps in a duty / standby configuration. The pumps discharge through a buried vault where they connect to an 8-inch diameter force main.

The pumps and pump components appear to be near the end of their useful life. The pump rails and lift station components, including hatch covers and control panel, are at the end of their useful life. The City would like to refurbish the lift station and bring the discharge piping above grade for ease of access. The facility is equipped with a diesel standby generator and the City would like to explore replacing it with a natural gas standby generator.

Influent sewage is conveyed to the wet well by an 8-inch diameter gravity sewer line and a 6-inch diameter gravity sewer line. The lift station appears to pump flow 650-ft through the force main before it discharges to a gravity sewer system. The City would also like to replace the force main.

The City indicated that a capacity increase is not required at this time. The lift station property is located on a utility easement.

Project No. 2: University Ave. Water Line Improvements

The City also wishes to replace the existing 6-inch water line between Thomason Street to FM 247, approximately 1,200-lft, with an 8-inch water line.

SUMMARY OF PROJECT SERVICES

5e will provide the following professional engineering services for the project. The level of effort presented herein is based on the following scope of work understanding:

1. Rehabilitation of the existing lift station – **5e** will provide drawings and specifications for the rehabilitation of the existing lift station structure and equipment.
2. Water Line Replacement – The existing water line between Thomason Street and FM 247 will be replaced with an 8-inch water line. **5e** will provide the final design services for the replacement of the water line, including traffic control, and stormwater pollution prevention drawings.

Based on these scope items, **5e** will provide the following engineering services:

BASIC SCOPE OF SERVICES

Phase II – Final Design – **5e** will develop detailed drawings, technical specifications, and engineer's opinion of probable construction costs (EOPCC's) for the public bid of the improvements as a single construction package. All work products will receive an in-house quality control review by a **5e** professional engineer who is experienced in completing similar projects. The final drawings, technical specifications, and EOPCC's will be signed and sealed by a professional engineer licensed in the State of Texas.

Task 1: Project Management

- a) **5e** will coordinate the scope, schedule, and budget for this project. **5e** assumes a maximum duration of 9 months for the final design phase.
- b) Project management tasks will include managing and coordinating project efforts including QA/QC of deliverables and invoice preparations.

Task 2: Data Collection

- a) Research and Record Drawings Review: **5e** will request and review informational resources such as record drawings and historical data provided by the City.
- b) Site Visits / Condition Assessment: up to 1 day of site visits to collect data, photographs, and record data.
- c) Structural Condition Assessment: **5e** subconsultant Stanley Spurling & Hamilton will conduct a visual inspection of the wet well. The visual assessment will be limited to a visual observation of the reinforced concrete structure. The visual assessment will be conducted from the surface without entering the wet well.
- d) Electrical Condition Assessment and Engineering: Electrical and instrumentation services will be provided by **5e** subconsultant Baird Gilroy & Dixon, LLC and will include the following services:
 - i. Condition Assessment: Site visit to inspect existing conditions of primary power, electrical equipment, controls, and instrumentation.

Task 3: Document Preparation and Submission

- a) City / Site / Coordination Meetings: Up to 2 meetings with City staff to discuss progression of

the design.

- b) Progress Submittals (60%, 90% & 100%): Preparation of 3 milestone deliverables including drawings, technical specifications, and EOPCCs.
- c) Technical Specifications: **5e** will prepare technical specifications associated with the design. The City's standard specifications will be used as the starting point where possible. If City's standard specifications are not available or applicable, **5e** will prepare the technical specification.
- d) OPCC: **5e** will prepare an Engineer's Opinion of Probable Construction Cost associated with the design.
- e) Addressing Review Comments: **5e** will provide written responses to comments at each of the milestone deliverables and will incorporate comments into the design as appropriate.
- f) Regulatory Agency Approval: **5e** will coordinate with external regulatory and permitting agencies. Documents will be submitted to the Texas Department on Environmental Quality (TCEQ) and the City of Huntsville for review and approval.
- g) Geotechnical Investigation: **5e**'s subconsultant Aviles Engineering will perform geotechnical investigations along the force main route and prepare a report with design recommendations. Soil borings will be collected and analyzed every 500 feet on the force main alignment.
- h) Topographic Survey: **5e**'s subconsultant Landtech will provide a topographic survey and boundary survey of the lift station site and topographic survey of proposed force main alignment.

Task 4: Drawings Preparation

- a) **5e** will prepare detailed construction drawings for the project. The drawings will be prepared in 2D AutoCAD electronic format. The drawings will incorporate applicable design criteria and the City standards. **5e** will use the City's standard details, as needed. Where unique details are required, **5e** will provide them for the relevant portions of the design. **5e** will submit plans for City review at the 60% and 90% phases. The plans and documents will be provided electronically in PDF format.

Task 5: Bid Phase Services

- a) **5e** will assist the City during the Bid Phase with contract document distribution and aid throughout the bidding process. Engineering services during the bid phase will be as follows:
 - i. **5e** will provide bid documents in electronic format appropriate for the City's e-bid platform.
 - ii. **5e** will attend one pre-bid meeting and attend the bid opening.
 - iii. **5e** will respond to prospective bidders' requests for clarification and information in the form of contract addenda.
 - iv. **5e** will review bid forms, check for mathematical errors and unbalanced bid items, prepare bid tabulation, check apparent low bidder's references, and prepare Engineer's Recommendation Award letter.
 - v. **5e** will produce and deliver to the City five (5) sets of plans and project manuals required for City signatures.
 - vi. **5e** will attend a City Council meeting if needed to address questions regarding the award of the construction contract.
 - vii. **5e** will produce and deliver to the contractor three (3) fully executed sets of plans and project manuals.

Task 6: Phase III – Construction Phase Services - **5e** will provide construction phase services to support the City during construction of the project. Construction Phase services will include the following:

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- 2) **5e** will attend monthly construction progress meetings, the budget assumes up to nine progress meetings over the course of the construction.
- 3) **5e** will review and respond to submittals and resubmittal as required by project specifications.
- 4) **5e** will review and respond to RFI's related to the design and provide guidance to the Contractor and Construction Manager in resolution of issues.
- 5) **5e** will review monthly pay applications in conjunction with the City's inspector and Project Manager.
- 6) **5e** will attend one substantial completion walk-through and one final completion walk-through and assist with the production of a punch list.
- 7) **5e** will prepare record drawings and provide completed Adobe.pdfs of the final record.

ADDITIONAL SERVICES

Services requested by the City outside of the Basic Services scope will be authorized based on negotiated contract amendments. Additional Services will require specific written authorizations for not to exceed amounts. Additional Services include, but are not limited to the following:

- Preliminary Engineering Report & Condition Assessment with Alternatives Evaluation and Design Recommendations
- Odor Control Analysis
- Easement surveys or metes and bounds documents.
- Subsurface utility investigations.
- Replacement or rehabilitation of offsite utilities.
- Lead and asbestos testing.
- Environmental testing.
- Nondestructive testing necessary to evaluate the condition of the reinforced concrete wet well.
- Entry into confined spaces including the wet well to conduct a condition assessment.
- Payment of permitting fees, review fees, and/or utility relocation fees.

Project No. 1: Elkins Lake Lift Station No. 3

The lump sum fee for performing the scope of services for Project No. 1, including other direct costs (such as mileage) are summarized in the following table:

Task	Proposed Fee
Final Design	\$76,050.00
Bid Phase	\$7,180.00
Construction Phase	\$48,920.00

The summary breakdown of additional services included in this contract is provided here:

- | | |
|--|-------------|
| 1. Surveying Services – by City: | \$17,500.00 |
| 2. Geotechnical Services – Aviles Engineering Corporation – not to exceed: | \$10,000.00 |
| 3. Permit & Plan Review Services: | \$0.00 |
| 4. Traffic Control Plan (TCP) – Lump Sum: | \$0.00 |
| 5. Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum: | \$3,690.00 |
| 6. Reimbursement – Reimbursable: | \$3,080.00 |

Project No. 2: University Ave. Water Line Improvements

The lump sum fee for performing the scope of services for Project No. 2, including other direct costs (such as mileage) are summarized in the following table:

Task	Proposed Fee
Final Design	\$20,380.00
Bid Phase	\$5,680.00
Construction Phase	\$35,220.00

The summary breakdown of additional services included in this contract is provided here:

- | | |
|--|-------------|
| 1. Surveying Services – by City: | \$18,000.00 |
| 2. Geotechnical Services – Aviles Engineering Corporation – not to exceed: | \$10,000.00 |
| 3. Permit & Plan Review Services: | \$0.00 |
| 4. Traffic Control Plan (TCP) – Lump Sum: | \$6,900.00 |
| 5. Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum: | \$4,110.00 |
| 6. Reimbursement – Reimbursable: | \$2,930.00 |

We will invoice monthly as work progresses over the course of the project. Payment is expected within 30 days of receipt of invoice by the City.

Please feel free to call me at 713-823-7184 or email me at fstephens@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,



Frank L. Stephens, PE
Project Director

June 15, 2026

Dr. Kathlie S. Jeng-Bullock, PE, BC WRE, CFM, F. ASCE
City Engineer, Director of Engineering
City of Huntsville
448 TX Hwy 75
Huntsville, TX 77320

Re: City of Huntsville Lift Station & Water Line Improvements Projects

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5e will provide final design, bid phase, and construction phase services for this project. Our scope of work for the project will include the final design of the lift station rehabilitation and 6-inch water line replacement. Our proposal includes structural, mechanical, electrical, instrumentation, survey and geotechnical services for the project.

BACKGROUND

Project No. 1: Elkins Lake Lift Station No. 3

The existing lift station has been in service since 1970 and requires rehabilitation. The existing lift station wet well appears to be 6.0-ft or 8.0-ft in diameter and is constructed of stacked reinforced concrete pipe and the joints leak groundwater. The inside walls are lined / coated, but the lining . coating is largely failed. The lift station firm capacity is approximately 600-gpm with two submersible pumps in a duty / standby configuration. The pumps discharge through a buried vault where they connect to an 8-inch diameter force main.

The pumps and pump components appear to be near the end of their useful life. The pump rails and lift station components, including hatch covers and control panel, are at the end of their useful life. The City would like to refurbish the lift station and bring the discharge piping above grade for ease of access. The facility is equipped with a diesel standby generator and the City would like to explore replacing it with a natural gas standby generator.

Influent sewage is conveyed to the wet well by an 8-inch diameter gravity sewer line and a 6-inch diameter gravity sewer line. The lift station appears to pump flow 650-ft through the force main before it discharges to a gravity sewer system. The City would also like to replace the force main.

The City indicated that a capacity increase is not required at this time. The lift station property is located on a utility easement.

Project No. 2: University Ave. Water Line Improvements

The City also wishes to replace the existing 6-inch water line between Thomason Street to FM 247, approximately 1,200-lft, with an 8-inch water line.

SUMMARY OF PROJECT SERVICES

5e will provide the following professional engineering services for the project. The level of effort presented herein is based on the following scope of work understanding:

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Based on these scope items, **5e** will provide the following engineering services:

BASIC SCOPE OF SERVICES

Phase II – Final Design – **5e** will develop detailed drawings, technical specifications, and engineer's opinion of probable construction costs (EOPCC's) for the public bid of the improvements as a single construction package. All work products will receive an in-house quality control review by a **5e** professional engineer who is experienced in completing similar projects. The final drawings, technical specifications, and EOPCC's will be signed and sealed by a professional engineer licensed in the State of Texas.

Task 1: Project Management

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 - i. Condition Assessment: Site visit to inspect existing conditions of primary power, electrical equipment, controls, and instrumentation.

Task 3: Document Preparation and Submission

- a) City / Site / Coordination Meetings: Up to 2 meetings with City staff to discuss progression of

the design.

- b) Progress Submittals (60%, 90% & 100%): Preparation of 3 milestone deliverables including drawings, technical specifications, and EOPCCs.
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- f) Regulatory Agency Approval: **5e** will coordinate with external regulatory and permitting agencies. Documents will be submitted to the Texas Department on Environmental Quality (TCEQ) and the City of Huntsville for review and approval.
- g) Geotechnical Investigation: **5e**'s subconsultant Aviles Engineering will perform geotechnical investigations along the force main route and prepare a report with design recommendations. Soil borings will be collected and analyzed every 500 feet on the force main alignment.
- h) Topographic Survey: **5e**'s subconsultant Landtech will provide a topographic survey and boundary survey of the lift station site and topographic survey of proposed force main alignment.

Task 4: Drawings Preparation

- a) **5e** will prepare detailed construction drawings for the project. The drawings will be prepared in 2D AutoCAD electronic format. The drawings will incorporate applicable design criteria and the City standards. **5e** will use the City's standard details, as needed. Where unique details are required, **5e** will provide them for the relevant portions of the design. **5e** will submit plans for City review at the 60% and 90% phases. The plans and documents will be provided electronically in PDF format.

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Task 6: Phase III – Construction Phase Services - **5e** will provide construction phase services to support the City during construction of the project. Construction Phase services will include the following:

- 1) **5e** will attend one pre-construction meeting.

- 2) **5e** will attend monthly construction progress meetings, the budget assumes up to nine progress meetings over the course of the construction.
- 3) **5e** will review and respond to submittals and resubmittal as required by project specifications.
- 4) **5e** will review and respond to RFI's related to the design and provide guidance to the Contractor and Construction Manager in resolution of issues.
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- 6) **5e** will attend one substantial completion walk-through and one final completion walk-through and assist with the production of a punch list.
- 7) **5e** will prepare record drawings and provide completed Adobe.pdfs of the final record.

ADDITIONAL SERVICES

Services requested by the City outside of the Basic Services scope will be authorized based on negotiated contract amendments. Additional Services will require specific written authorizations for not to exceed amounts. Additional Services include, but are not limited to the following:

- Preliminary Engineering Report & Condition Assessment with Alternatives Evaluation and Design Recommendations
- Odor Control Analysis
- Easement surveys or metes and bounds documents.
- Subsurface utility investigations.
- Replacement or rehabilitation of offsite utilities.
- Lead and asbestos testing.
- Environmental testing.
- Nondestructive testing necessary to evaluate the condition of the reinforced concrete wet well.
- Entry into confined spaces including the wet well to conduct a condition assessment.
- Payment of permitting fees, review fees, and/or utility relocation fees.

Project No. 1: Elkins Lake Lift Station No. 3

The lump sum fee (Total \$132,150) for performing the scope of services for Project No. 1, including other direct costs (such as mileage) are summarized in the following table:

Task	Proposed Fee
Final Design	\$76,050.00
Bid Phase	\$7,180.00
Construction Phase	\$48,920.00

The summary breakdown of additional services included in this contract is provided here:

1. Surveying Services – if needed:	\$17,500.00
2. Geotechnical Services – Aviles Engineering Corporation – not to exceed:	\$10,000.00
3. Permit & Plan Review Services:	\$0.00
4. Traffic Control Plan (TCP) – Lump Sum:	\$0.00
5. Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum:	\$3,690.00
6. <u>Reimbursement – Reimbursable:</u>	<u>\$3,080.00</u>
Additional Services Subtotal: \$34,270.00	

The grand total budget for Project No. 1: \$166,420.00

Project No. 2: University Ave. Water Line Improvements

The lump sum fee (Total \$61,280) for performing the scope of services for Project No. 2, including other direct costs (such as mileage) are summarized in the following table:

Task	Proposed Fee
Final Design	\$20,380.00
Bid Phase	\$5,680.00
Construction Phase	\$35,220.00

The summary breakdown of additional services included in this contract is provided here:

- | | |
|--|-------------------|
| 1. Surveying Services – if needed: | \$18,000.00 |
| 2. Geotechnical Services – Aviles Engineering Corporation – not to exceed: | \$10,000.00 |
| 3. Permit & Plan Review Services: | \$0.00 |
| 4. Traffic Control Plan (TCP) – Lump Sum: | \$6,900.00 |
| 5. Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum: | \$4,110.00 |
| 6. <u>Reimbursement – Reimbursable:</u> | <u>\$2,930.00</u> |

Additional Services Subtotal: \$41,940.00

The grand total budget for Project No. 2: \$103,220.00

We will invoice monthly as work progresses over the course of the project. Payment is expected within 30 days of receipt of invoice by the City.

Please feel free to call me at 713-823-7184 or email me at fstephens@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,



Frank L. Stephens, PE
Project Director

June 18, 2026

Dr. Kathlie S. Jeng-Bulloch, PE, BC WRE, CFM, F. ASCE
City Engineer, Director of Engineering
City of Huntsville
448 TX Hwy 75
Huntsville, TX 77320

Re: City of Huntsville Lift Station & Water Line Improvements Projects

Dear Dr. Jeng-Bulloch,

5e Engineering, LLC (5e) is pleased to offer our professional engineering services to the City of Huntsville (City) for the Elkins Lake Lift Station No. 3 improvements project and the University Avenue water line improvements project. The Elkins Lake Lift Station No. 3 project is located adjacent to 1440 River Oaks Drive, Huntsville, TX 77340. The University Avenue water line improvements project is located on University Avenue between Thomason Street and FM 247 in the City of Huntsville, TX.

5e will provide final design, bid phase, and construction phase services for this project. Our scope of work for the project will include the final design of the lift station rehabilitation and 6-inch water line replacement. Our proposal includes structural, mechanical, electrical, instrumentation, survey and geotechnical services for the project.

BACKGROUND

Project No. 1: Elkins Lake Lift Station No. 3

The existing lift station has been in service since 1970 and requires rehabilitation. The existing lift station wet well appears to be 6.0-ft or 8.0-ft in diameter and is constructed of stacked reinforced concrete pipe and the joints leak groundwater. The inside walls are lined / coated, but the lining . coating is largely failed. The lift station firm capacity is approximately 600-gpm with two submersible pumps in a duty / standby configuration. The pumps discharge through a buried vault where they connect to an 8-inch diameter force main.

The pumps and pump components appear to be near the end of their useful life. The pump rails and lift station components, including hatch covers and control panel, are at the end of their useful life. The City would like to refurbish the lift station and bring the discharge piping above grade for ease of access. The facility is equipped with a diesel standby generator and the City would like to explore replacing it with a natural gas standby generator.

Influent sewage is conveyed to the wet well by an 8-inch diameter gravity sewer line and a 6-inch diameter gravity sewer line. The lift station appears to pump flow 650-ft through the force main before it discharges to a gravity sewer system. The City would also like to replace the force main.

The City indicated that a capacity increase is not required at this time. The lift station property is located on a utility easement.

Project No. 2: University Ave. Water Line Improvements

The City also wishes to replace the existing 6-inch water line between Thomason Street to FM 247, approximately 1,200-lft, with an 8-inch water line.

SUMMARY OF PROJECT SERVICES

5e will provide the following professional engineering services for the project. The level of effort presented herein is based on the following scope of work understanding:

1. Rehabilitation of the existing lift station – **5e** will provide drawings and specifications for the rehabilitation of the existing lift station structure and equipment.
2. Water Line Replacement – The existing water line between Thomason Street and FM 247 will be replaced with an 8-inch water line. **5e** will provide the final design services for the replacement of the water line, including traffic control, and stormwater pollution prevention drawings.

Based on these scope items, **5e** will provide the following engineering services:

BASIC SCOPE OF SERVICES

Phase II – Final Design – **5e** will develop detailed drawings, technical specifications, and engineer's opinion of probable construction costs (EOPCC's) for the public bid of the improvements as a single construction package. All work products will receive an in-house quality control review by a **5e** professional engineer who is experienced in completing similar projects. The final drawings, technical specifications, and EOPCC's will be signed and sealed by a professional engineer licensed in the State of Texas.

Task 1: Project Management

- a) **5e** will coordinate the scope, schedule, and budget for this project. **5e** assumes a maximum duration of 9 months for the final design phase.
- b) Project management tasks will include managing and coordinating project efforts including QA/QC of deliverables and invoice preparations.

Task 2: Data Collection

- a) Research and Record Drawings Review: **5e** will request and review informational resources such as record drawings and historical data provided by the City.
- b) Site Visits / Condition Assessment: up to 1 day of site visits to collect data, photographs, and record data.
- c) Structural Condition Assessment: **5e** subconsultant Stanley Spurling & Hamilton will conduct a visual inspection of the wet well. The visual assessment will be limited to a visual observation of the reinforced concrete structure. The visual assessment will be conducted from the surface without entering the wet well.
- d) Electrical Condition Assessment and Engineering: Electrical and instrumentation services will be provided by **5e** subconsultant Baird Gilroy & Dixon, LLC and will include the following services:
 - i. Condition Assessment: Site visit to inspect existing conditions of primary power, electrical equipment, controls, and instrumentation.

Task 3: Document Preparation and Submission

- a) City / Site / Coordination Meetings: Up to 2 meetings with City staff to discuss progression of

the design.

- b) Progress Submittals (60%, 90% & 100%): Preparation of 3 milestone deliverables including drawings, technical specifications, and EOPCCs.
- c) Technical Specifications: **5e** will prepare technical specifications associated with the design. The City's standard specifications will be used as the starting point where possible. If City's standard specifications are not available or applicable, **5e** will prepare the technical specification.
- d) OPCC: **5e** will prepare an Engineer's Opinion of Probable Construction Cost associated with the design.
- e) Addressing Review Comments: **5e** will provide written responses to comments at each of the milestone deliverables and will incorporate comments into the design as appropriate.
- f) Regulatory Agency Approval: **5e** will coordinate with external regulatory and permitting agencies. Documents will be submitted to the Texas Department on Environmental Quality (TCEQ) and the City of Huntsville for review and approval.
- g) Geotechnical Investigation: **5e**'s subconsultant Aviles Engineering will perform geotechnical investigations along the force main route and prepare a report with design recommendations. Soil borings will be collected and analyzed every 500 feet on the force main alignment.
- h) Topographic Survey: **5e**'s subconsultant Landtech will provide a topographic survey and boundary survey of the lift station site and topographic survey of proposed force main alignment.

Task 4: Drawings Preparation

- a) **5e** will prepare detailed construction drawings for the project. The drawings will be prepared in 2D AutoCAD electronic format. The drawings will incorporate applicable design criteria and the City standards. **5e** will use the City's standard details, as needed. Where unique details are required, **5e** will provide them for the relevant portions of the design. **5e** will submit plans for City review at the 60% and 90% phases. The plans and documents will be provided electronically in PDF format.

Task 5: Bid Phase Services

- a) **5e** will assist the City during the Bid Phase with contract document distribution and aid throughout the bidding process. Engineering services during the bid phase will be as follows:
 - i. **5e** will provide bid documents in electronic format appropriate for the City's e-bid platform.
 - ii. **5e** will attend one pre-bid meeting and attend the bid opening.
 - iii. **5e** will respond to prospective bidders' requests for clarification and information in the form of contract addenda.
 - iv. **5e** will review bid forms, check for mathematical errors and unbalanced bid items, prepare bid tabulation, check apparent low bidder's references, and prepare Engineer's Recommendation Award letter.
 - v. **5e** will produce and deliver to the City five (5) sets of plans and project manuals required for City signatures.
 - vi. **5e** will attend a City Council meeting if needed to address questions regarding the award of the construction contract.
 - vii. **5e** will produce and deliver to the contractor three (3) fully executed sets of plans and project manuals.

Task 6: Phase III – Construction Phase Services - **5e** will provide construction phase services to support the City during construction of the project. Construction Phase services will include the following:

- 1) **5e** will attend one pre-construction meeting.

- 2) **5e** will attend monthly construction progress meetings, the budget assumes up to nine progress meetings over the course of the construction.
- 3) **5e** will review and respond to submittals and resubmittal as required by project specifications.
- 4) **5e** will review and respond to RFI's related to the design and provide guidance to the Contractor and Construction Manager in resolution of issues.
- 5) **5e** will review monthly pay applications in conjunction with the City's inspector and Project Manager.
- 6) **5e** will attend one substantial completion walk-through and one final completion walk-through and assist with the production of a punch list.
- 7) **5e** will prepare record drawings and provide completed Adobe.pdfs of the final record.

ADDITIONAL SERVICES

Services requested by the City outside of the Basic Services scope will be authorized based on negotiated contract amendments. Additional Services will require specific written authorizations for not to exceed amounts. Additional Services include, but are not limited to the following:

- Preliminary Engineering Report & Condition Assessment with Alternatives Evaluation and Design Recommendations
- Odor Control Analysis
- Easement surveys or metes and bounds documents.
- Subsurface utility investigations.
- Replacement or rehabilitation of offsite utilities.
- Lead and asbestos testing.
- Environmental testing.
- Nondestructive testing necessary to evaluate the condition of the reinforced concrete wet well.
- Entry into confined spaces including the wet well to conduct a condition assessment.
- Payment of permitting fees, review fees, and/or utility relocation fees.

Project No. 1: Elkins Lake Lift Station No. 3

The lump sum fee (Total \$132,150) for performing the scope of services for Project No. 1, including other direct costs (such as mileage) are summarized in the following table:

Task	Proposed Fee
Final Design	\$76,050.00
Bid Phase	\$7,180.00
Construction Phase	\$48,920.00

The summary breakdown of additional services included in this contract is provided here:

1. Surveying Services – if needed:	\$17,500.00
2. Geotechnical Services – Aviles Engineering Corporation – not to exceed:	\$10,000.00
3. Permit & Plan Review Services:	\$0.00
4. Traffic Control Plan (TCP) – Lump Sum:	\$0.00
5. Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum:	\$3,690.00
6. <u>Reimbursement – Reimbursable:</u>	<u>\$3,050.00</u>
Additional Services Subtotal: \$34,240.00	

The grand total budget for Project No. 1: \$166,390.00

Project No. 2: University Ave. Water Line Improvements

The lump sum fee (Total \$61,280) for performing the scope of services for Project No. 2, including other direct costs (such as mileage) are summarized in the following table:

Task	Proposed Fee
Final Design	\$20,380.00
Bid Phase	\$5,680.00
Construction Phase	\$35,220.00

The summary breakdown of additional services included in this contract is provided here:

- | | |
|--|-------------------|
| 1. Surveying Services – if needed: | \$18,000.00 |
| 2. Geotechnical Services – Aviles Engineering Corporation – not to exceed: | \$10,000.00 |
| 3. Permit & Plan Review Services: | \$0.00 |
| 4. Traffic Control Plan (TCP) – Lump Sum: | \$6,900.00 |
| 5. Stormwater Pollution Prevention Plant (SWPPP) – Lump Sum: | \$4,110.00 |
| 6. <u>Reimbursement – Reimbursable:</u> | <u>\$2,900.00</u> |

Additional Services Subtotal: \$41,910.00

The grand total budget for Project No. 2: \$103,190.00

We will invoice monthly as work progresses over the course of the project. Payment is expected within 30 days of receipt of invoice by the City.

Please feel free to call me at 713-823-7184 or email me at fstephens@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,



Frank L. Stephens, PE
Project Director



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 1.k.

Agenda Item: Consider authorizing the City Manager to enter into Professional Services Agreement with Enprotec Hibbs & Todd (eHT) for FY 25-26 CIP Project # 26-10-05 Ave. Q Water Line Replacement and Project # 26-10-10 Ross Street Sewer Line crossing Town Creek.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with eHT for FY 25-26 CIP Project # 26-10-05 Ave. Q Water Line Replacement and Project # 26-10-10 Ross Street Sewer Line crossing Town Creek in the amount of \$147,200.00.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion:

A Request for Qualification (RFQ No 25-23) process was conducted for the Robinson Creek Wastewater Treatment Plant (WWTP), Lift Stations, and Miscellaneous Utility lines for different project areas. Twenty-three (23) applications from Engineering Firms were received. The Evaluation Committee consisted of five (5) staff members (plus three attending staff) from two (2) departments. As a result of this process, the top seventeen (17) Engineering Firms were invited to present their proposals to the committee members for the WWTP, Lift Station, and Miscellaneous Utility Line projects.

eHT is one of the Firms invited to present their proposal to the Committee Members of Part I (Applications) and Part II (Presentations) Evaluations.

This agenda item includes (1) Ross Street Sewer Line crossing Town Branch reroute/replacement; (2) Ave Q upsizing the existing 2" and 6" Ductile Iron water line to 6" water lines along Ave. Q from 15th Street to 17th Street, with all fittings, valves, hydrants and service connections.

The existing 6" sanitary sewer line was washed away during a previous storm (see pictures attached). Rerouting from the original location will be proposed during the design phase.

After several negotiations of the Scope of Services and Fee Proposals, the total fee proposed by eHT is as follows:

Project 1: Ross St. Sewer Line Replacement: \$120,700 invoiced monthly, based on the following schedule:

- Task 1 – Preliminary Design Phase and Project Management: \$7,500
- Task 2 – Final Design Phase: \$45,000
- Task 3 – Bidding Phase: \$10,000
- Task 4 – Construction Phase: \$8,000
- Task 5 – Post Construction Phase: \$2,500
- Task 6.1– Geotechnical: \$14,700*
- Task 6.2 – Surveying: \$7,000*
- Task 6.3 – Easement Acquisition: \$8,000*
- Task 6.4 – Permitting: \$8,000*
- Task 6.5– Record Drawing Development: \$5,000*
- Task 6.6 – Construction Materials Testing: \$5,000*

Project 2: Ave Q Water Line Replacement: \$70,500 invoiced monthly, based on the following schedule:

- Task 1 – Preliminary Design Phase and Project Management: \$5,500
- Task 2 – Final Design Phase: \$30,000
- Task 3 – Bidding Phase: \$9,000
- Task 4 – Construction Phase: \$8,000
- Task 5 – Post Construction Phase: \$2,500
- Task 6.1– Geotechnical: \$0*
- Task 6.2 – Surveying: \$5,500*
- Task 6.3 – Easement Acquisition: \$0*
- Task 6.4 – Permitting: \$0*
- Task 6.5– Record Drawing Development: \$5,000*
- Task 6.6 – Construction Materials Testing: \$5,000*

This agenda item is a combination of (1) Ross St. Sewer Line (\$97,700.00) and (2) Ave Q Water Line (\$49,500.00); with a total of \$147,200.00. The summarized awarded details are below:

Ross Street –

- Task 1 – Preliminary Design Phase and Project Management \$7,500
- Task 2 – Final Design Phase \$45,000
- Task 3 – Bidding Phase \$10,000
- Task 4 – Construction Phase \$8,000
- Task 5 – Post Construction Phase \$2,500
- Task 6.1 – Geotechnical \$14,700
- Task 6.5 Record Drawing Development \$5,000
- Task 6.6 Construction Material Testing \$5,000

Ave Q –

- Task 1 – Preliminary Design Phase and Project Management \$5,500

-
- Task 2 – Final Design Phase \$30,000
 - Task 3 – Bidding Phase \$9,000
 - Task 6.5 – Record Drawing Development \$5,000

Previous Council Action:

The City Council approved FY 2025-2026 CIP budget for Project #26-10-05 in the amount of \$50,000.

The City Council approved FY 2025-2026 CIP budget for Project #26-10-10 in the amount of \$150,000 (including part of construction budget).

Financial Implications: ☒Item is budgeted: FY 25-26 CIP budget in the amount of \$200,000.00.

Approvals:

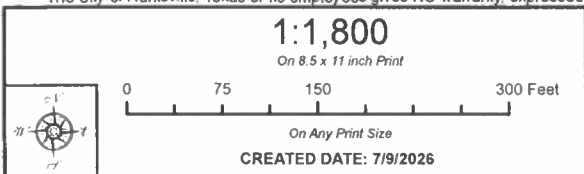
Kathlie Jeng-Bulloch
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Water line AVE Q map
2. Ross St SS map
3. Proposal for Services 2026 6 30
4. Proposal for Services_Rev 260702
5. Proposal for Services_Rev 260708
6. Agreement
7. Pictures



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
**WATERLINE REPLACEMENT, 6IN
AVE Q FROM 15TH ST TO 17TH ST
APPROX. 1,200FT**



SEWER LINE AERIAL 6IN REPLACE
AT END OF ROSS ST.
APPROX. 200 LF OF 6" AND MH

Legend

 PROPOSED SEWER CIP

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:1,200

On 8 5 x 11 inch Print



0 50 100 200 Feet

On Any Print Size

CREATED DATE: 5/14/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

**SEWER LINE AERIAL 6IN REPLACE
AT END OF ROSS ST.
APPROX. 200 LF OF 6" AND MH**



Service Layer Credits: The City of Huntsville, TX GIS Division



June 30, 2026

City of Huntsville, TX
1220 11th Street
Huntsville, TX 77340
Attn: Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM, F.ASCE

Re: ROSS ST. SEWER LINE REPLACEMENT AND AVE Q WATER LINE REPLACEMENT PROJECT

Dear Dr. Jeng-Bulloch:

At your request, Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") is pleased to provide the following proposal for geotechnical, environmental, survey and/or engineering services.

Project Name: ROSS ST. SEWER LINE REPLACEMENT AND AVE Q WATER LINE REPLACEMENT PROJECT

Project Location: Huntsville, TX

Type of Services to be Performed: Geotechnical, Engineering and Surveying.

The scope of services is more fully detailed on the attached Exhibit 1.

eHT shall be compensated for its services as follows:

- (X) SEE EXHIBIT 1.
- () At eHT's standard billing rates not to exceed a maximum of \$_____.
- () At eHT's standard billing rates.

Any and all exhibits attached hereto are incorporated herein as if fully set forth herein as a part of this Proposal of Services.

eHT's primary contact on this proposal will be: Jordan Hibbs, P.E.
Office phone number: (325) 698-5560
Email address: jordan.hibbs@e-ht.com



City of Huntsville, TX
June 30, 2026
Page 2

**THE CONTRACT DOCUMENTS MUST INCLUDE THE ATTACHED EXHIBIT 1 AND THE CITY'S
CURRENT CONTRACT FOR PROFESSIONAL SERVICES.**

We appreciate the opportunity to serve your engineering needs. Please contact us if you have any questions.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read "Jordan S. Hibbs".

Jordan S. Hibbs, P.E.
President

ATTCHMENT: Exhibit 1

EXHIBIT 1
SCOPE OF SERVICES PROPOSAL
FOR
WATER AND WASTEWATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM
ROSS ST. SEWER LINE REPLACEMENT AND AVE Q WATER LINE REPLACEMENT PROJECT
June 16, 2026

This Exhibit 1 is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and the City of Huntsville (Owner) for a Project generally described as:

Repair and/or replacement of water and sewer lines:

- Replacement of a section of 6-inch sewer line with new line of same diameter extending past the end of Ross St., crossing Town Branch and ending on TDCJ property.
- Replacement of a section of older, undersized water line in Ave Q from 15th Street to 17th Street.

SCOPE OF SERVICES

The Engineer agrees to furnish the Owner with the following specific services for both projects listed above. Not all tasks are defined below are applicable to both projects; refer to the compensation breakdown for clarification on tasks per project.

BASIC ENGINEERING SERVICES

TASK 1 PRELIMINARY DESIGN PHASE AND PROJECT MANAGEMENT

1.1 Engineer shall:

- 1.1.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 1.1.2 Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- 1.1.3 Based on the information contained in the Preliminary Design Phase documents, prepare a revised Opinion of Probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

1.2 Project Management:

- 1.2.1 Conduct monthly project update meetings with the Owner at the Owner's facilities.

- 1.2.2 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
 - 1.2.3 Conduct internal team coordination meetings as required to accomplish the work.
 - 1.2.4 Provide monthly status updates to the Owner describing and showing the percent complete for scope tasks and the issues, budget status, and schedule.
 - 1.2.5 Coordinate, prepare, and review monthly invoices for payment.
 - 1.2.6 Submit to the City, at identified project milestones established below, an Opinion of Probable Construction Cost which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the Owner's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
- 1.3 Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised Opinion of Probable Construction Cost, and any other deliverables have been delivered to Owner.

TASK 2 FINAL DESIGN PHASE

- 2.1 After acceptance by Owner of the Preliminary Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Engineer shall:
- 2.1.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 - 2.1.2 Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - 2.1.3 Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Engineer.

- 2.1.4 Prepare and furnish an electronic copy of the Bidding and Contract Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 calendar days of receipt. Owner shall submit to Engineer any comments and instructions for revisions.
- 2.1.5 Revise the Bidding and Contract Documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final electronic copy of the Bidding and Contract Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.
- 2.2 Engineer's services under the Final Design Phase will be considered complete on the date when the final deliverable has been sent to the Owner.
- 2.3 The Schedule for Performance is established as follows:
 - Preliminary Design:** 60 days from Owner's Notice to Proceed.
 - Final Design Level 3:** 60 days from Owner's acceptance of Preliminary Design
 - Total Design Period:** 120 days from Owner's Notice to Proceed.

TASK 3 BIDDING PHASE

- 3.1 After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:
 - 3.1.1 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3.1.2 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 3.1.3 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - 3.1.4 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- 3.2 The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

TASK 4 CONSTRUCTION PHASE SERVICES

- 4.1 Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:
 - 4.1.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Construction Documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as

Engineer may otherwise agree in writing. All of the Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

- 4.1.2 *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform construction materials testing services.
- 4.1.3 *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 4.1.4 *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 4.1.5 *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 4.1.6 *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site on a regular basis, as necessary. Engineer shall also visit the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over

or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 4.1.7 *Defective Work.* Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 4.1.8 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 4.1.9 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 4.1.10 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 4.1.11 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 4.1.12 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of

determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

4.1.13 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

4.1.14 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance

with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

4.1.15 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

4.1.16 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company of Contractor and on behalf of Owner, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

4.1.17 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in written form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

4.2 *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Since the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

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TASK 5 POST-CONSTRUCTION PHASE

5.1 Engineer, during the Post-Construction Phase, shall:

5.1.1 Provide assistance in connection with the adjusting of Project equipment and systems.

- 5.1.2 Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 5.1.3 Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
- 5.1.4 Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- 5.1.5 In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- 5.2 The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit 1, will terminate at the end of the Construction Contract's correction period.

TASK 6 SPECIAL SERVICES

The following Special Services are agreed to between the Owner and Engineer as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit 1.

- 6.1 Geotechnical Investigations
 - 6.1.1 Perform 2 soil borings at for sewer line repair. Perform soil testing and present data in a bound report, sealed by an engineer licensed to practice in Texas.
- 6.2 Surveying, Easement Preparation, and Utility Locates for Trunk Line Upsizing

Perform surveying for offsite trunk line upsizing segments. Provide boundary surveys of properties that Owner may need to acquire or obtain easements (temporary construction or permanent) and conduct deed research. Assist Owner to obtain rights of entry. Prepare survey plats with legal descriptions of each easement necessary to acquire. Perform subsurface utility locates at critical locations for trunk line upsizing segments.
- 6.3 Easement acquisition assistance.
- 6.4 Authorities Having Jurisdiction and Permits:
 - 6.4.1 The Engineer shall assist the Owner in connection with the Owner's responsibility, if any, for filing documents required for the approval of governmental authorities having jurisdiction over the Project. This coordination shall include submitting to the following agencies, when required:

- Texas Commission on Environmental Quality
- Texas Department of Transportation
- City Departments
- Texas Parks and Wildlife
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife
- Texas Historical Commission
- General Land Office

6.4.2 Costs for filing applications, permits, etc. shall be paid directly by the Owner.

6.5 Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

6.6 Construction Materials Testing:

6.6.1 Engineer shall furnish construction materials testing (CMT) services for the projects.

6.6.2 Testing shall be in conformance with the specifications, drawings, and any local authorities having jurisdiction.

COMPENSATION FOR SERVICES

1. Compensation for the services described in the Scope of Services will be as follows:
 - a. Project 1: Ross St. Sewer Line Replacement: \$120,700 invoiced monthly, based on the following schedule:
 - Task 1 – Preliminary Design Phase and Project Management: \$7,500
 - Task 2 – Final Design Phase: \$45,000
 - Task 3 – Bidding Phase: \$10,000
 - Task 4 – Construction Phase: \$8,000
 - Task 5 – Post Construction Phase: \$2,500
 - Task 6.1– Geotechnical: \$14,700*
 - Task 6.2 – Surveying: \$7,000*
 - Task 6.3 – Easement Acquisition: \$8,000*
 - Task 6.4 – Permitting: \$8,000*
 - Task 6.5– Record Drawing Development: \$5,000*
 - Task 6.6 – Construction Materials Testing: \$5,000*
 - b. Project 2: Ave Q Water Line Replacement: \$72,000 invoiced monthly, based on the following schedule:
 - Task 1 – Preliminary Design Phase and Project Management: \$6,000
 - Task 2 – Final Design Phase: \$30,000
 - Task 3 – Bidding Phase: \$10,000
 - Task 4 – Construction Phase: \$8,000
 - Task 5 – Post Construction Phase: \$2,500
 - Task 6.1– Geotechnical: \$0*
 - Task 6.2 – Surveying: \$5,500*
 - Task 6.3 – Easement Acquisition: \$0*
 - Task 6.4 – Permitting: \$0*
 - Task 6.5– Record Drawing Development: \$5,000*
 - Task 6.6 – Construction Materials Testing: \$5,000*
 - c. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.
 - d. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
 - e. Items marked with * are on a time and materials basis. Prices listed are an estimated not to exceed amount.
 - f. For labor on an hourly basis in accordance Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2027, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2026)

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 290.00 per hour
Senior Project Manager.....	255.00 per hour
Project Manager	220.00 per hour
Senior Engineer / Geologist.....	195.00 per hour
Project Engineer / Geologist.....	175.00 per hour
Staff Engineer I / Geologist I.....	150.00 per hour
Staff Engineer II / Geologist II.....	145.00 per hour
RPLS I.....	210.00 per hour
RPLS II.....	175.00 per hour
Operations Specialist / Regulatory Compliance Specialist	190.00 per hour
Contract Operator (Certified Class A/B Operator)	140.00 per hour
Contract Operator (Certified Class C/D Water Operator)	115.00 per hour
Engineering / Field Technician I	175.00 per hour
Engineering / Field Technician II	145.00 per hour
Engineering / Field Technician III	115.00 per hour
CAD I.....	170.00 per hour
CAD II.....	135.00 per hour
CAD III.....	95.00 per hour
Administrative.....	95.00 per hour
Survey Party.....	245.00 per hour - 2 man
.....	215.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies.....	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

*** eHT's standard billing rates may be increased annually, in January of each year, during the term of this agreement.**



July 2, 2026

City of Huntsville, TX
1220 11th Street
Huntsville, TX 77340
Attn: Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM, F.ASCE

Re: ROSS ST. SEWER LINE REPLACEMENT AND AVE Q WATER LINE REPLACEMENT PROJECT

Dear Dr. Jeng-Bulloch:

At your request, Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") is pleased to provide the following proposal for geotechnical, environmental, survey and/or engineering services.

Project Name: Ross St. Sewer Line Replacement and Ave. Q Water Line Replacement Project

Project Location: Huntsville, TX

Type of Services to be Performed: Geotechnical, Engineering and Surveying.

The scope of services is more fully detailed on the attached Exhibit "A".

eHT shall be compensated for its services as follows:

	Ross St. Sewer Line Replacement	Ave. Q Water Line Replacement
Initial Authorization (Design Phase)	\$100,200*	\$50,000*
Future Authorization (Const. Phase)	\$20,500*	\$20,500*
Total	\$120,700*	\$70,500*

*Items noted in Exhibit A as Time and Material will be billed at eHT's standard billing rates.

Any and all exhibits attached hereto are incorporated herein as if fully set forth herein as a part of this Proposal of Services.

eHT's primary contact on this proposal will be: Jordan Hibbs, P.E.
Office phone number: (325) 698-5560
Email address: jordan.hibbs@e-ht.com



City of Huntsville, TX
July 2, 2026
Page 2

THE CONTRACT DOCUMENTS MUST INCLUDE THE ATTACHED EXHIBIT "A" AND THE CITY'S CURRENT CONTRACT FOR PROFESSIONAL SERVICES.

We appreciate the opportunity to serve your engineering needs. Please contact us if you have any questions.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read "Jordan S. Hibbs".

Jordan S. Hibbs, P.E.
President

ATTCHMENT: Exhibit A

EXHIBIT 1
SCOPE OF SERVICES PROPOSAL
FOR
WATER AND WASTEWATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM
ROSS ST. SEWER LINE REPLACEMENT AND AVE Q WATER LINE REPLACEMENT PROJECT
July 2, 2026

This Exhibit 1 is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and the City of Huntsville (Owner) for a Project generally described as:

Repair and/or replacement of water and sewer lines:

- Replacement of a section of 6-inch sewer line with new line of same diameter extending past the end of Ross St., crossing Town Branch and ending on TDCJ property.
- Replacement of a section of older, undersized water line in Ave Q from 15th Street to 17th Street.

SCOPE OF SERVICES

The Engineer agrees to furnish the Owner with the following specific services for both projects listed above. Not all tasks are defined below are applicable to both projects; refer to the compensation breakdown for clarification on tasks per project.

BASIC ENGINEERING SERVICES

TASK 1 PRELIMINARY DESIGN PHASE AND PROJECT MANAGEMENT

1.1 Engineer shall:

- 1.1.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 1.1.2 Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- 1.1.3 Based on the information contained in the Preliminary Design Phase documents, prepare a revised Opinion of Probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

1.2 Project Management:

- 1.2.1 Conduct monthly project update meetings with the Owner at the Owner's facilities.

- 1.2.2 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
 - 1.2.3 Conduct internal team coordination meetings as required to accomplish the work.
 - 1.2.4 Provide monthly status updates to the Owner describing and showing the percent complete for scope tasks and the issues, budget status, and schedule.
 - 1.2.5 Coordinate, prepare, and review monthly invoices for payment.
 - 1.2.6 Submit to the City, at identified project milestones established below, an Opinion of Probable Construction Cost which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the Owner's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
- 1.3 Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised Opinion of Probable Construction Cost, and any other deliverables have been delivered to Owner.

TASK 2 FINAL DESIGN PHASE

- 2.1 After acceptance by Owner of the Preliminary Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Engineer shall:
- 2.1.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 - 2.1.2 Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - 2.1.3 Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Engineer.

- 2.1.4 Prepare and furnish an electronic copy of the Bidding and Contract Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 calendar days of receipt. Owner shall submit to Engineer any comments and instructions for revisions.
- 2.1.5 Revise the Bidding and Contract Documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final electronic copy of the Bidding and Contract Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.
- 2.2 Engineer's services under the Final Design Phase will be considered complete on the date when the final deliverable has been sent to the Owner.
- 2.3 The Schedule for Performance is established as follows:
 - Preliminary Design:** 60 days from Owner's Notice to Proceed.
 - Final Design Level 3:** 60 days from Owner's acceptance of Preliminary Design
 - Total Design Period:** 120 days from Owner's Notice to Proceed.

TASK 3 BIDDING PHASE

- 3.1 After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:
 - 3.1.1 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3.1.2 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 3.1.3 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - 3.1.4 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- 3.2 The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

TASK 4 CONSTRUCTION PHASE SERVICES

- 4.1 Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:
 - 4.1.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Construction Documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as

Engineer may otherwise agree in writing. All of the Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

- 4.1.2 *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform construction materials testing services.
- 4.1.3 *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 4.1.4 *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 4.1.5 *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 4.1.6 *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site on a regular basis, as necessary. Engineer shall also visit the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over

or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 4.1.7 *Defective Work.* Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 4.1.8 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 4.1.9 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 4.1.10 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
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- 5.1.3 Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
- 5.1.4 Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
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 - 6.1.1 Perform 2 soil borings at for sewer line repair. Perform soil testing and present data in a bound report, sealed by an engineer licensed to practice in Texas.
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Perform surveying for offsite trunk line upsizing segments. Provide boundary surveys of properties that Owner may need to acquire or obtain easements (temporary construction or permanent) and conduct deed research. Assist Owner to obtain rights of entry. Prepare survey plats with legal descriptions of each easement necessary to acquire. Perform subsurface utility locates at critical locations for trunk line upsizing segments.
- 6.3 Easement acquisition assistance.
- 6.4 Authorities Having Jurisdiction and Permits:
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- Texas Commission on Environmental Quality
- Texas Department of Transportation
- City Departments
- Texas Parks and Wildlife
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife
- Texas Historical Commission
- General Land Office

6.4.2 Costs for filing applications, permits, etc. shall be paid directly by the Owner.

6.5 Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

6.6 Construction Materials Testing:

6.6.1 Engineer shall furnish construction materials testing (CMT) services for the projects.

6.6.2 Testing shall be in conformance with the specifications, drawings, and any local authorities having jurisdiction.

COMPENSATION FOR SERVICES

1. Compensation for the services described in the Scope of Services will be as follows:
 - a. Project 1: Ross St. Sewer Line Replacement: \$120,700 invoiced monthly, based on the following schedule:
 - Task 1 – Preliminary Design Phase and Project Management: \$7,500
 - Task 2 – Final Design Phase: \$45,000
 - Task 3 – Bidding Phase: \$10,000
 - Task 4 – Construction Phase: \$8,000
 - Task 5 – Post Construction Phase: \$2,500
 - Task 6.1– Geotechnical: \$14,700*
 - Task 6.2 – Surveying: \$7,000*
 - Task 6.3 – Easement Acquisition: \$8,000*
 - Task 6.4 – Permitting: \$8,000*
 - Task 6.5– Record Drawing Development: \$5,000*
 - Task 6.6 – Construction Materials Testing: \$5,000*
 - b. Project 2: Ave Q Water Line Replacement: \$70,500 invoiced monthly, based on the following schedule:
 - Task 1 – Preliminary Design Phase and Project Management: \$5,500
 - Task 2 – Final Design Phase: \$30,000
 - Task 3 – Bidding Phase: \$9,000
 - Task 4 – Construction Phase: \$8,000
 - Task 5 – Post Construction Phase: \$2,500
 - Task 6.1– Geotechnical: \$0*
 - Task 6.2 – Surveying: \$5,500*
 - Task 6.3 – Easement Acquisition: \$0*
 - Task 6.4 – Permitting: \$0*
 - Task 6.5– Record Drawing Development: \$5,000*
 - Task 6.6 – Construction Materials Testing: \$5,000*
 - c. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.
 - d. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
 - e. Items marked with * are on a time and materials basis. Prices listed are an estimated not to exceed amount.
 - f. For labor on an hourly basis in accordance Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2027, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2026)

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 290.00 per hour
Senior Project Manager.....	255.00 per hour
Project Manager.....	220.00 per hour
Senior Engineer / Geologist.....	195.00 per hour
Project Engineer / Geologist.....	175.00 per hour
Staff Engineer I / Geologist I.....	150.00 per hour
Staff Engineer II / Geologist II.....	145.00 per hour
RPLS I.....	210.00 per hour
RPLS II.....	175.00 per hour
Operations Specialist / Regulatory Compliance Specialist.....	190.00 per hour
Contract Operator (Certified Class A/B Operator)	140.00 per hour
Contract Operator (Certified Class C/D Water Operator)	115.00 per hour
Engineering / Field Technician I	175.00 per hour
Engineering / Field Technician II	145.00 per hour
Engineering / Field Technician III	115.00 per hour
CAD I.....	170.00 per hour
CAD II.....	135.00 per hour
CAD III.....	95.00 per hour
Administrative.....	95.00 per hour
Survey Party.....	245.00 per hour - 2 man
.....	215.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies.....	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

*** eHT's standard billing rates may be increased annually, in January of each year, during the term of this agreement.**



July 8, 2026

City of Huntsville, TX
1220 11th Street
Huntsville, TX 77340
Attn: Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM, F.ASCE

Re: ROSS ST. SEWER LINE REPLACEMENT AND AVE Q WATER LINE REPLACEMENT PROJECT

Dear Dr. Jeng-Bulloch:

At your request, Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") is pleased to provide the following proposal for geotechnical, environmental, survey and/or engineering services.

Project Name: Ross St. Sewer Line Replacement and Ave. Q Water Line Replacement Project

Project Location: Huntsville, TX

Type of Services to be Performed: Geotechnical, Engineering and Surveying.

The scope of services is more fully detailed on the attached Exhibit "A".

eHT shall be compensated for its services as follows:

	Ross St. Sewer Line Replacement	Ave. Q Water Line Replacement
Initial Authorization (Design Phase)	\$97,700*	\$49,500*
Future Authorization (Const. Phase)	\$23,000*	\$21,000*
Total	\$120,700*	\$70,500*

*Items noted in Exhibit A as Time and Material will be billed at eHT's standard billing rates.

Any and all exhibits attached hereto are incorporated herein as if fully set forth herein as a part of this Proposal of Services.

eHT's primary contact on this proposal will be: Jordan Hibbs, P.E.
Office phone number: (325) 698-5560
Email address: jordan.hibbs@e-ht.com



City of Huntsville, TX
July 8, 2026
Page 2

THE CONTRACT DOCUMENTS MUST INCLUDE THE ATTACHED EXHIBIT "A" AND THE CITY'S CURRENT CONTRACT FOR PROFESSIONAL SERVICES.

We appreciate the opportunity to serve your engineering needs. Please contact us if you have any questions.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read "Jordan S. Hibbs".

Jordan S. Hibbs, P.E.
President

ATTCHMENT: Exhibit A

COMPENSATION FOR SERVICES

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 - Task 6.4 – Permitting: \$8,000*
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 - Task 6.2 – Surveying: \$5,500*
 - Task 6.3 – Easement Acquisition: \$0*
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Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

*** eHT's standard billing rates may be increased annually, in January of each year, during the term of this agreement.**

AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

This Agreement, dated _____, 2026 ("Effective Date") is made and entered into by and between the City of Huntsville, a Texas home-rule municipal corporation ("City") and Enprotec/Hibbs & Todd, Inc. ("Engineer"), whereas the City intends to construct Ross Street Sewer Line Replacement – COH Project #26-10-10 and Avenue Q Waterline Replacement – COH Project #26-10-05 ("Project"). City and Engineer, in consideration of the mutual covenants set forth herein, agree as follows:

SECTION 1- SCOPE OF SERVICES

The Engineer agrees to provide the City with the professional engineering services more particularly described in Proposal dated June 30, 2026 (Exhibit 1). The City and Engineer acknowledge and anticipate that the timing and development of any services may depend on the availability of funding and the needs of the City; therefore, the Engineer shall not proceed with any phase of engineering services without specific written authorization by the City.

SECTION 2- LIABILITY, INSURANCE AND INDEMNIFICATION

2.1 Insurance Requirement. Engineer agrees to have and maintain the policies set forth in the insurance requirements herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Agreement. Prior to commencement of services Engineer shall secure and maintain such insurance as stated below from companies licensed or approved to do business in Texas:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$2,000,000.

City will be named as an additional insured to all required coverage except for Worker's Compensation and Professional Liability and will provide certificate of such insurance to the City. The Engineer shall furnish proof of Professional Liability Coverage for the Engineer for this Project in the amount of Two Million Dollars to the City before commencement of Services. Engineer agrees to maintain both types of insurance during the duration of the Project.

2.2 As an experienced and qualified professional, the Engineer warrants that Engineer will perform all services under this Contract, including but not limited to providing information, design preparation of drawing, designation or selection of materials and equipment and selection and supervision of personnel, (1) with the professional skill and care ordinarily provided by competent Engineer practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

2.3 In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

2.4 The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of locations where services are performed. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

2.5 **Responsibility for damage claims (indemnification):** Engineer shall indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent act, intentional tort, intellectual property infringement or failure to

pay a subcontractor or supplier, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree arising therefrom, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier. Engineer shall reimburse City for its reasonable attorney's fees in proportion to Engineer's liability for any such claim.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, the Engineer shall provide additional services that are not already a part of Exhibit 1 and these will be paid by the City a fee negotiated between the City and the Engineer. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized must be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City.

3.3 Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, City's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineer's control.

3.4 Providing renderings or models for the City's use.

3.5 Preparing documents for alternate bids requested by City for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the City.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by City if the resulting change in compensation for services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the Engineer other than visits to the Project site or to regulatory agency offices having jurisdiction over the Project.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the Project.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

3.15 Preparing to serve or serving as a consultant or witness for City in any litigation, public hearing or other legal or administrative proceeding involving the Project.

3.16 Additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for in this Agreement.

3.17 If requested by the City or recommended by the Engineer and agreed to in writing by the City, a Resident Project Representative and assistants will be furnished and will act as directed by the Engineer in order to provide more extensive representation at the Project site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the Engineer responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable services shall include the following items when authorized in writing by the City: transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE CITY'S RESPONSIBILITIES

4.1 Access to the Work: The City shall provide reasonable access to and make provisions for the Engineer to enter upon property as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

4.2 Consideration of the Engineer's Services: The City, or an agent appointed by City, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

4.3 Legal Requirements: The City shall serve all required notices, receive and act upon all protests and fulfill requirements necessary in the development of the Project.

4.4 Proposals: The City shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.5 Protection of Markers: The City shall protect to the best of its ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the City as extra services of the Engineer.

4.6 Standards: The City shall furnish the Engineer with a copy of any design and construction standards it shall require the Engineer to follow in the preparation of Contract Documents for the Project.

4.7 City's Representative: The City shall designate in writing, by appendix to this Agreement, a single person to act as the City's Representative with respect to the services to be performed under this Agreement. The person designated as City's Representative shall have complete authority to transmit instructions, receive information, interpret and define City's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The City may also appoint, and will notify the Engineer of such appointment, a 3rd party to act as the City's agent for consideration of the Engineer's services set forth in paragraph 4.3 above.

SECTION 5 - THE CITY'S PAYMENTS TO THE ENGINEER

5.1 The City shall pay the Engineer as set forth in Exhibit 1. The total cost of all professional services and expenses provided under this Agreement may not exceed \$147,200.00.

5.2 The City will make prompt payments in response to the Engineer's detailed statements for all categories of completed services rendered under this Agreement, or as provided in an agreed upon schedule which shall be attached to this Agreement. The City shall not be required to make more than one payment a month.

5.4. Additional Services of the Engineer. The Engineer shall be reimbursed according to a written agreed schedule of charges for the additional services outlined under Section 3. Payments to the Engineer for additional services in Section 3 will be made monthly by the City, upon presentation of monthly detailed statements by the Engineer.

SECTION 6 – TIME OF PERFORMANCE AND TERMINATION

6.1 All professional services provided under this Agreement must be completed by March 31, 2027, as set forth in Exhibit 1. Any extension of time for completion must be approved by the City Engineer and agreed by both parties in writing.

6.2 Time is of the essence of this Agreement. The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the date indicated in Section 6.1. Engineer shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.1 Termination. The City or Engineer may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice. Upon receipt of the notice, the Engineer shall discuss with the City what will be accomplished within the thirty (30) calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be paid for services satisfactorily performed before the termination date.

6.2 No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

SECTION 7 – PROVISIONS REQUIRED BY STATUTE

7.1 Disclosure of Interested Parties. Engineer must submit a disclosure of interested parties to City, as applicable under Section 2252.908 of the Texas Government Code, for any contract that requires approval by the City Council. The disclosure must be submitted at the time the Contractor submits the signed contract to the City and on a form prescribed by the Texas Ethics Commission.

7.2. Foreign Terrorists. Engineer verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

7.3 Boycott Israel. Engineer verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this contract, boycott Israel.

7.4 **Boycott Firearms.** Engineer verifies, as applicable under Section 2274.002 of the Texas Government Code, that for any contract that has a value of \$100,000 or more, it does not, and will not for the duration of this contract, discriminate against a firearm entity or firearm trade association.

7.5 **Critical Infrastructure.** Engineer verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, Russia; (2) headquartered in any of those countries, as prohibited by Section 2275.0102 of the Texas Government Code.

SECTION 8 - MISCELLEANEOUS

8.1 **No Waiver.** No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.2 **Ownership of Documents.** Any writings, documents, or information in whatsoever form or character produced by Engineer pursuant to the provisions of this Agreement are the exclusive property of City; and no such writing, document or information shall be the subject to any copyright or proprietary claim by Engineer.

8.3. **Successors and Assigns:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Engineer respectively and its partners, successors, assigns and legal representatives. Neither the City nor the Engineer shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

8.4 **Severability.** Provisions of this Agreement are severable and if any provision or part of this Agreement or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the Agreement and the application of such provisions or part of this Agreement to other persons or circumstances shall not be affected thereby.

8.5. **Jurisdiction and Venue.** The laws of the State of Texas shall govern this Agreement. Venue of any matter arising under this Agreement will be in the court of competent jurisdiction in Walker County, Texas.

8.6 **Written Notice.** Notices shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

CITY Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvlletx.gov	ENGINEER Jordan S. Hibbs P.E. President Enprotec/Hibbs & Todd, Inc. 402 Cedar Street Abilene, Texas 79601 jordan.hibbs@e-ht.com
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8.7 Staffing. Engineer acknowledges that continuity of staffing is important to the City for the duration of the Project. Accordingly, Engineer agrees to assign the following key staff to the Project. No substitution will be made to the assigned key staff without the written consent of the City, provided the identified staff members remain employed by the Engineer:

PPROJECT ROLE: Principal in Charge – Jordan Hibbs

PROJECT ROLE: Project Manager – Jonathan Baum

8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

8.9. The signer of this agreement for the Engineer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the Engineer and to bind the Engineer to all of the terms, conditions, provisions and obligations herein contained.

8.10. If Engineer is a corporation, partnership, or a limited liability company, Engineer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

8.11 In the event of any conflict or ambiguity between this Agreement and any exhibits or attachments to this Agreement, the terms and conditions of this Agreement shall prevail.

8.12 The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Huntsville, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

8.13 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

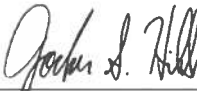
Executed to be effective as of the above stated Effective Date.

CITY:

ENGINEER: Enprotec/Hibbs & Todd, Inc

APPROVED:

Scott E. Swigert
City Manager

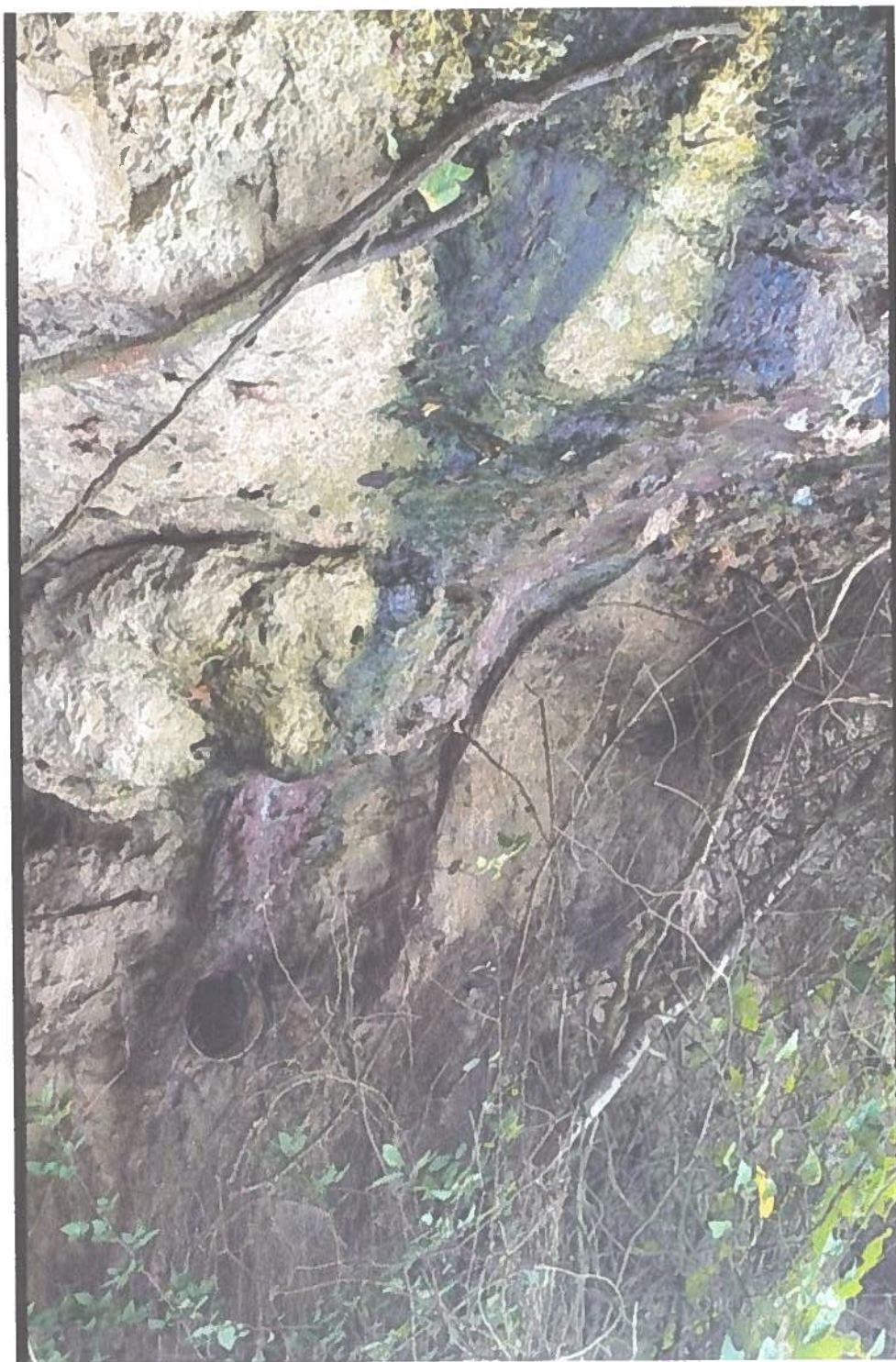
By: _____
Jordan S. Hibbs, P.E.
President

ATTEST:

Kristy Doll - City Secretary

APPROVED AS TO FORM:

Robby Chapman, City Attorney











CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 2.a.

Agenda Item: Consider Resolution No. 2026-30 adopting the 2026 City of Huntsville Strategic Plan prepared by Raftelis.

Initiating Department/Presenter: City Manager

Presenter:

Scott Swigert, City Manager

Recommended Motion: Move to approve Resolution No. 2026-30 adopting the 2026 City of Huntsville Strategic Plan prepared by Raftelis.

Strategic Initiative: 2026 City of Huntsville Strategic Plan

Discussion: A strategic plan is your guide and roadmap to help the organization plan for future success. It describes a clear vision, with community-focused priorities that serve as a resource for the Council and staff to make decisions, allocate resources, and consider new and innovative approaches to service delivery. The plan sets high level policy direction about what is most important based on the information we have available today and the trends, challenges, obstacles, and opportunities that may happen in the future. The Strategic Plan also provides a longer-term view of major projects and issues facing the community.

The City of Huntsville embarked on a comprehensive long-range strategic planning process to assess the current efforts and status, build upon successes and partnerships, continue the momentum with positive growth and services, and to solidify a united path to further accomplishments and a vision for the future. The deliverables include a full Strategic Plan document with a Vision, Mission, Values, Strategic Priorities, Outcomes and Strategic Goals.

The work that began with development and adoption of the 2026 Huntsville Strategic Plan will shape Huntsville for years to come. The five Strategic Priorities — Community Safety, Economic Vitality, Quality of Life, Sustainable Infrastructure, and Community Engagement and Partnerships — reflect both the city's values and its ambitions.

Previous Council Action: May 6-7, 2026: The City of Huntsville held its Strategic Plan Retreat at the Sam Houston State University, University Camp in Huntsville, Texas. The retreat brought together the City Council, City Manager, City Attorney, City Secretary, and members of the City Leadership Team for two days of structured, facilitated dialogue.

June 30, 2026: The City of Huntsville held a Strategic Plan Workshop at the Huntsville Service Center. The Workshop reviewed and discussed the City's draft 2026 Strategic Plan, Vision, Mission, Value Statement, and Strategic Priorities along with current and future goals.

Financial Implications: The implementation of the adopted 2026 City of Huntsville Strategic Plan will require future budget allocations of funds.

Approvals:

Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. 2026 Strategic Plan Resolution-Final
2. 06.30.2026 Huntsville Strategic Framework-Final Draft

RESOLUTION NO. 2026-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS,
ADOPTING THE 2026 STRATEGIC PLAN FOR THE CITY OF HUNTSVILLE, TEXAS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS the City Council, City Manager, City Attorney, City Secretary, and executive staff participated in a retreat facilitated by Raftelis on May 6 - 7, 2026 to discuss City goals and priorities in order to develop a strategic plan for the next five (5) years; and

WHEREAS a result of the retreat and the goals and priorities agreed upon therein, City Council developed the Strategic Plan attached hereto as **Exhibit “A”**; and

WHEREAS at a workshop on June 30, 2026, the City Council reviewed said Strategic Plan and found it to be desirable and in the best interests of the residents, businesses, and visitors to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS THAT:

SECTION 1: The City Council adopts the Strategic Plan set forth in **Exhibit “A”** and directs the City Manager to implement the plan.

SECTION 2: This Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED on this 21st day of July, 2026.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney

Strategic Framework



VISION

The City of Huntsville is a community that is beautiful, historic, culturally diverse, affordable, safe, and well-planned, with great opportunity.

MISSION

In order to maintain and enhance the quality of life and the achievement of our vision, the City of Huntsville provides, facilitates and regulates services, facilities and infrastructure for citizens, customers, visitors, businesses and state agencies, in a friendly, efficient, fair, honest and competent manner with quality and forethought.

VALUES

Service:

Commit to helping others and provide the highest quality of life for our community

Trust:

Be transparent, honest and truthful in all our interactions, building confidence in what we deliver.

Accountability:

Take ownership in what we do.

Respect:

Value everyone and ensure that we demonstrate it in all our actions

STRATEGIC PRIORITIES



Public Safety

Huntsville is a city where every resident, family, and visitor feels safe — every day and in every neighborhood. The City proactively invests in professional emergency services, modern technology, and strong community partnerships to prevent harm, prepare for growth, and respond effectively when needed. As Huntsville grows toward 50,000 residents and beyond, the City is committed to staying ahead of demand — ensuring that public safety infrastructure, staffing, and services grow alongside the community they serve.

Strategic Goals

- ★ Invest in personnel, resources and equipment to plan for population of 50,000 by 2030
- ★ Pursue best practices in police, fire and emergency preparedness services
- ★ Safe and efficient connectivity and access for multi-modal transportation



Economic Vitality

Huntsville's economy is vibrant, diverse, and growing on its own terms. The City actively attracts quality primary employers, supports a lively and distinctive downtown, and uses its rich history and natural assets to draw visitors and new investment. By developing the airport as a regional hub, cultivating a strong community brand, and creating the conditions for businesses to thrive, Huntsville builds an economy that expands opportunity for every person who calls this city home.

Strategic Goals

- ★ Attract high impact developments
- ★ Expand economic growth at the airport
- ★ Market Huntsville as a destination
- ★ Develop a safe and vibrant downtown



Quality of Life

Huntsville is a place where people want to live, raise families, and put down roots. The City nurtures the parks, trails, events, and amenities that make daily life enjoyable — while honoring the history, small-town character, and community pride that make Huntsville unique. From youth programming to senior services, walkable streets to vibrant gathering spaces, the City invests in the full fabric of community life so that Huntsville remains a place where all generations can flourish.

Strategic Goals

- ★ Implement the critical components of long-range master plans per schedule
- ★ Invest in beautification efforts community wide
- ★ Enhance and ensure walkability

STRATEGIC PRIORITIES



Sustainable Infrastructure

Huntsville's infrastructure is the foundation on which every other priority rests. The City maintains, upgrades, and expands its roads, water, wastewater, drainage, and utility systems by planning today for the demands of tomorrow. Through strategic investment, smart technology, responsible stewardship of public resources, and strong partnerships with state and regional entities, Huntsville builds the physical backbone needed to support a growing, thriving community for generations to come.

Strategic Goals

- ★ Implement drainage improvements to reduce flooding
- ★ Proactively update, improve and expand water and wastewater capacity
- ★ Enhance and expand road capacity
- ★ Improve internal communications connectivity for City facilities



Community Engagement and Partnerships

A strong Huntsville is built on trust — between the City and its residents, and among the many partners who share a stake in this community's future. The City is committed to transparent communication and ensuring our residents have access to the decisions and data that affect their community. It actively seeks out meaningful partnerships that multiply the City's impact. This engagement creates opportunities for residents of all ages to participate, connect, and take pride in the place they call home.

Strategic Goals

- ★ Collaborate with local, state, and federal partners to provide mutually beneficial amenities and resources for the community
- ★ Market and promote our services, activities and events
- ★ Inform community and stakeholders on city initiatives and projects



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CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 2.b.

Agenda Item: FIRST READING - Consider authorizing the City Manager to approve an annual blanket purchase order for assorted road and drainage materials from G&S Asphalt dba American Materials, Vulcan Materials, and MDHC.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: FIRST READING - Move to waive the second reading requirement and authorize the City Manager to approve an annual purchase order for assorted road and drainage materials from various vendors for a one (1) year term with the option to automatically renew for an additional four (4), one (1) year terms. The total amount for this contract shall not exceed \$243,000 annually. Over the life of the contract, including renewals and annual council approval of the budget, the total amount will be \$972,000.00.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion: The road and drainage materials annual purchase order is important because it contains items used daily for the repair, maintenance, and improvement of street infrastructure. Including work such as sidewalk repairs, storm sewer maintenance, utility damage repairs, and street failure repairs. The City of Huntsville keeps items on hand to respond quickly and provide the citizens with quality infrastructure. By establishing annual purchase orders, the staff is allowed to purchase items as needed knowing that City Council has previously approved the purchase.

City staff used sealed-bid proposals for road and drainage materials to achieve optimal results at a competitive price. Multiple vendors were invited to bid, and the invitation to bid was advertised as required. Four (4) bids were received and opened on June 25, 2026, and the City staff's recommendation is to award multiple vendors based on product price. The chosen vendors are: G&S Asphalt, dba American Materials, Vulcan Materials, and MDHC. The bids received are reflected in the attached bid tabulation, with Vulcan Materials and G&S Asphalt as the only local vendors to respond. Public Works staff evaluated the bids received to determine the best value for the City and allow the City to select the lowest, most responsible bidder per item. The term of this contract shall be effective for a period of one (1) year with the option to renew for four (4) additional one (1) year terms. With a beginning date of September 30, 2027, and a final expiration date of September 30, 2031. This option to extend is contingent on budget and City Council approval.

Previous Council Action: Council previously approved a Road Materials contract in May 2024.

Financial Implications: The item is budgeted in 101-323-53050 for \$213,000.00, 220-362-53020 for \$20,000.00 and 220-363-52170 for \$10,000.00. For an estimated annual expense of \$243,000.00.

Approvals:

Kim Kembro
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Bid Tabulation 26-27 Road Materials

Bid Opening Attendance List
Project Name: Bid NO. 26-27 Road Materials
Location: 448 State Highway 75 North Huntsville, TX 77320
Date: Thursday , June 25, 2026 Time: 2:00 P.M.



Description	Estimated Annual Usage	Unit Of Measure	G&S Asphalt, Inc. dba American Materials, Inc.		Vulcan Construction Materials, LLC		MDHC LLC		Shawn McCord Logistics LLC	
			Price Per Unit Pick Up	Price Per Unit FOB/Delivered	Price Per Unit Pick Up	Price Per Unit FOB/Delivered	Price Per Unit Pick Up	Price Per Unit FOB/Delivered	Price Per Unit Pick Up	Price Per Unit FOB/Delivered
Type B, C, D, F HMA	4,800	Tons	\$ 93.00	\$ 100.00	NB		\$ 125.00	\$ 133.75		
Cold Mix (UPM)	50	Tons	\$ 125.00	\$ 145.00	NB		\$ 156.25	\$ 165.65		
Flexible Base	500	Tons			\$ 43.00	\$ 50.00	\$ 58.50	\$ 68.90		\$ 38.50
2 Sack Stabilized Flexible Base	500	Tons			\$ 55.00	\$ 62.00	\$ 76.70	\$ 88.40		
2 Sack Stabilized Sand	500	Tons			\$ 45.00	\$ 52.00	\$ 54.60	\$ 66.30		
3 Sack Stabilized Flexible Base	As Needed	Tons			\$ 55.00	\$ 62.00	\$ 85.80	\$ 98.80		
3 Sack Stabilized Sand	As Needed	Tons			\$ 45.00	\$ 52.00	\$ 63.70	\$ 76.70		
Ice Rock (Type F Limestone)	300	Tons			\$ 50.00		\$ 72.80	\$ 84.50		\$ 45.00
5/8" Limestone Chip Rock	As Needed	Tons			NB		\$ 71.50	\$ 83.20		
Top Soil	As Needed	Tons			NB		\$ 44.20	\$ 55.90		
Field Sand	As Needed	Tons			NB		\$ 40.30	\$ 52.00		
Concrete Washed Sand	500	Tons			NB		\$ 55.90	\$ 67.60		\$ 34.00
Ready Mix Concrete – Less five (5)	As Needed	Cubic Yards			NB		\$ 240.50	\$ 266.50		
Ready Mix Concrete – More five (5)	As Needed	Cubic Yards			NB		\$ 190.00	\$ 200.00		
Flowable Fill	100	Cubic Yards			NB		\$ 190.00	\$ 200.00		
3' X 5' Rip Rap	As Needed	Tons			\$ 55.00	\$ 63.00	\$ 76.70	\$ 89.70		\$ 45.00
5' X 8' Rip Rap	As Needed	Tons			NB		\$ 79.36	\$ 93.60		\$ 47.00
12" Rip Rap	As Needed	Tons			\$ 85.00	\$ 94.00	\$ 106.60	\$ 123.50		\$ 59.00
18" Rip Rap	As Needed	Tons			\$ 87.00	\$ 96.00	\$ 110.50	\$ 127.40		\$ 63.00
24" Rip Rap	As Needed	Tons			\$ 90.00	\$ 100.00	\$ 114.40	\$ 132.60		\$ 71.00
Demurrage	After 1 hours	Per hour			NB			\$ 100.00	\$ 125.00	
Pump & Hose Fee	As Needed	USD			NB			\$ 2,000.00		



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 2.c.

Agenda Item: Consider Resolution No. 2026-27 authorizing submission of an application to the Texas Parks and Wildlife Department's Non-Urban Indoor Recreation Grant Program in an amount not to exceed \$1,500,000 for the MLK Jr. Community Center Expansion (Phase II) at Emancipation Park.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-27 authorizing submission of an application to the Texas Parks and Wildlife Department's Non-Urban Indoor Recreation Grant Program for the MLK Jr. Community Center Expansion (Phase II) at Emancipation Park, certifying the required local match, and designating the City Manager as the City's Authorized Representative.

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: The Texas Parks and Wildlife Department (TPWD) Local Parks Grant Program provides competitive matching grants to assist local governments with the development of public park and recreation facilities. The City proposes to apply for up to \$1,500,000 through the Non-Urban Indoor Recreation Grant Program to construct the MLK Jr. Community Center Expansion (Phase II) at Emancipation Park. The program provides funding on a 50 percent matching basis, requiring an equal local match. If awarded the maximum grant amount, the required City match would be up to \$1,500,000, resulting in a total estimated project cost of up to \$3,000,000.

The proposed project will expand the existing community center to provide additional indoor space for recreational programming, community events, educational activities, and other public services. The project implements the City's long-term plan for Emancipation Park and will enhance year-round recreational opportunities and community programming for residents of all ages.

Approval of Resolution No. 2026-27 authorizes submission of the grant application, certifies the availability of the required local matching funds, designates the City Manager as the City's Authorized Representative, and includes the certifications required for eligibility under the Texas Parks and Wildlife Department Local Parks Grant Program.

Previous Council Action: None

Financial Implications: If awarded, the project will require a City match of up to \$1,500,000 for a total

estimated project cost of up to \$3,000,000.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY26 Resolution 2026-27

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT'S NON-URBAN INDOOR RECREATION GRANT PROGRAM FOR THE MLK JR. COMMUNITY CENTER EXPANSION (PHASE II) AT EMANCIPATION PARK; CERTIFYING THE REQUIRED LOCAL MATCH; CERTIFYING THE PARK WILL BE OPERATED AND MAINTAINED AT CITY EXPENSE FOR PUBLIC USE; DESIGNATING THE CITY MANAGER AS THE CITY'S AUTHORIZED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Texas Parks and Wildlife Department administers the Local Parks Grant Program to assist local governments in developing and improving public park and recreation facilities; and

WHEREAS the City of Huntsville desires to submit an application to the Texas Parks and Wildlife Department's Non-Urban Indoor Recreation Grant Program for the MLK Jr. Community Center Expansion (Phase II) at Emancipation Park; and

WHEREAS the proposed project will expand the existing community center to provide additional indoor space for recreational programming, community events, educational activities, and other public services; and

WHEREAS the Non-Urban Indoor Recreation Grant Program provides funding on a fifty percent (50%) matching basis, requiring the City to provide an equal local match.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUNTSVILLE, TEXAS, THAT:

SECTION 1: An application is hereby authorized to be submitted on behalf of the City of Huntsville to the Texas Parks and Wildlife Department's Non-Urban Indoor Recreation Grant Program in an amount not to exceed \$1,500,000 for the MLK Jr. Community Center Expansion (Phase II) at Emancipation Park, including all understandings and assurances contained therein.

SECTION 2: The City Council hereby certifies that the City of Huntsville is eligible to receive assistance under the Texas Parks and Wildlife Department Local Parks Grant Program; that notice of the application has been posted in accordance with applicable local public hearing requirements; and that the required local matching funds, in an amount not to exceed \$1,500,000, are readily available to meet the City's share of project costs if the grant is awarded.

SECTION 3: The City Council certifies that it will operate and maintain the grant-assisted facilities at its own expense for public indoor recreation use in accordance with the requirements of the Texas Parks and Wildlife Department.

SECTION 4: The City Council directs and designates the City Manager as the City's Authorized Representative to act in connection with this application for the Texas Parks and Wildlife Department's Non-Urban Indoor Recreation Grant Program and to provide such additional information as may be required.

PASSED, APPROVED AND ADOPTED on this 21st day of July, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 2.d.

Agenda Item: Consider Resolution No. 2026-28 authorizing submission of an application to the Texas Parks and Wildlife Department's Non-Urban Outdoor Recreation Grant Program in an amount not to exceed \$750,000 for the Emancipation Park Outdoor Recreation Improvements project to enclose the existing basketball pavilion.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-28 authorizing submission of an application to the Texas Parks and Wildlife Department's Non-Urban Outdoor Recreation Grant Program for the Emancipation Park Outdoor Recreation Improvements project and authorizing the City Manager to act on behalf of the City in all matters related to the application and, if awarded, execution of the grant agreement and related documents.

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: The Texas Parks and Wildlife Department (TPWD) Local Parks Grant Program provides competitive matching grants to assist local governments with the development of public park and recreation facilities. The City proposes to apply for up to \$750,000 through the Non-Urban Outdoor Recreation Grant Program for the Emancipation Park Outdoor Recreation Improvements project. The program provides funding on a 50 percent matching basis, requiring an equal local match. If awarded the maximum grant amount, the required City match would be up to \$750,000, resulting in a total estimated project cost of up to \$1,500,000.

The proposed project will renovate the existing basketball pavilion by enclosing it to create a covered outdoor recreation facility that can be used year-round for recreational programming, community events, and other public activities. Additional improvements include accessibility upgrades, pedestrian access improvements, site lighting, utility improvements, drainage improvements, and other related site enhancements. The project implements the City's long-term plan for Emancipation Park and will enhance recreational opportunities and community programming for residents of all ages.

Approval of Resolution No. 2026-28 authorizes submission of the grant application, certifies the availability of the required local matching funds, and authorizes the City Manager to act on behalf of the City in all matters related to the application and, if awarded, execution of the grant agreement and related documents. The resolution also includes the certifications required by TPWD for grant eligibility.

Previous Council Action: None

Financial Implications: If awarded, the project will require a City match of up to \$750,000 for a total estimated project cost of up to \$1,500,000.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY26 Resolution 2026-28

RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT'S NON-URBAN OUTDOOR RECREATION GRANT PROGRAM FOR THE EMANCIPATION PARK OUTDOOR RECREATION IMPROVEMENTS PROJECT; CERTIFYING THE REQUIRED LOCAL MATCH; CERTIFYING THE PARK WILL BE OPERATED AND MAINTAINED AT CITY EXPENSE FOR PUBLIC USE; DESIGNATING THE CITY MANAGER AS THE CITY'S AUTHORIZED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Texas Parks and Wildlife Department administers the Local Parks Grant Program to assist local governments in developing and improving public park and recreation facilities; and

WHEREAS the City of Huntsville desires to submit an application to the Texas Parks and Wildlife Department's Non-Urban Outdoor Recreation Grant Program for the Emancipation Park Outdoor Recreation Improvements Project; and

WHEREAS the proposed project will enclose the existing basketball pavilion at Emancipation Park to provide an all-weather outdoor recreation facility that expands opportunities for recreational programming and community use; and

WHEREAS the Non-Urban Outdoor Recreation Grant Program provides funding on a fifty percent (50%) matching basis, requiring the City to provide an equal local match.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUNTSVILLE, TEXAS, THAT:

SECTION 1: An application is hereby authorized to be submitted on behalf of the City of Huntsville to the Texas Parks and Wildlife Department's Non-Urban Outdoor Recreation Grant Program in an amount not to exceed \$750,000 for the Emancipation Park Outdoor Recreation Improvements Project, including all understandings and assurances contained therein.

SECTION 2: The City Council hereby certifies that the City of Huntsville is eligible to receive assistance under the Texas Parks and Wildlife Department Local Parks Grant Program; that notice of the application has been posted in accordance with applicable local public hearing requirements; and that the required local matching funds, in an amount not to exceed \$750,000, are readily available to meet the City's share of project costs if the grant is awarded.

SECTION 3: The City Council certifies that it will operate and maintain the grant-assisted facilities at its own expense for public outdoor recreation use in accordance with the requirements of the Texas Parks and Wildlife Department.

SECTION 4: The City Council directs and designates the City Manager as the City's Authorized Representative to act in connection with this application for the Texas Parks and Wildlife Department's Non-Urban Outdoor Recreation Grant Program and to provide such additional information as may be required.

PASSED, APPROVED AND ADOPTED on this 21st day of July, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 2.e.

Agenda Item: Consider and take action on Resolution No. 2026-25 authorizing submission of an application to the U.S. Department of Justice FY 2026 COPS Hiring Program.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: TBD

Strategic Initiative: Strategic Priority #1, Public Safety - Create a community where all individuals feel safe and protected, where citizens trust the effectiveness of our agencies through community engagement, technologies, and best practices. We strive to promote a culture of service, prevention and partnership.

Discussion: The U.S. Department of Justice Office of Community Oriented Policing Services (COPS) has announced the FY 2026 COPS Hiring Program, which provides funding to increase sworn law enforcement staffing and enhance community policing efforts.

The Huntsville Police Department proposes to apply for funding to support the addition of four full-time sworn police officer positions. Increasing the department's overall sworn staffing would provide the flexibility to enhance proactive enforcement efforts addressing violent crime and other identified public safety priorities while maintaining patrol operations.

The City intends to request grant funding in an amount not to exceed \$500,000, representing the maximum federal funding available for four officer positions under the program. The grant provides funding of up to \$125,000 per officer toward eligible salary and fringe benefit costs over the three-year salary funding period.

Based on the current entry-level salary and fringe benefit rates, the estimated total salary and fringe benefit cost for the four proposed positions over the three-year grant-funded salary period is \$1,168,704. Of that amount, the City would provide an estimated local contribution of \$668,704, with the grant funding the remaining \$500,000.

Approval of Resolution No. 2026-25 authorizes submission of the grant application and designates the City Manager as the City's authorized representative for all matters related to the application and, if awarded, acceptance and administration of the grant.

Previous Council Action: None

Financial Implications: If awarded, the grant would provide up to \$500,000 in federal funding, with an

estimated City contribution of \$668,704, for a total three-year project cost of \$1,168,704.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY26 Resolution 2026-25

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FY 2026 COPS HIRING PROGRAM IN AN AMOUNT NOT TO EXCEED \$500,000; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council desires to ensure the safety of its citizens and visitors through effective law enforcement services; and

WHEREAS the City desires to apply for funding through the U.S. Department of Justice Office of Community Oriented Policing Services (COPS) FY 2026 COPS Hiring Program to increase sworn law enforcement staffing; and

WHEREAS the City Council supports submission of the application and recognizes the value of additional sworn staffing to enhance community policing and public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUNTSVILLE, TEXAS, THAT:

SECTION 1: An application is hereby authorized to be submitted on behalf of the City of Huntsville to the U.S. Department of Justice Office of Community Oriented Policing Services (COPS) FY 2026 COPS Hiring Program in an amount not to exceed \$500,000 to increase sworn law enforcement staffing.

SECTION 2: The application will request federal funding in an amount not to exceed \$500,000 and include the required local contribution. The City Council acknowledges and commits to providing the required local contribution in accordance with the program requirements.

SECTION 3: The City agrees to comply with all applicable federal laws, regulations, and grant requirements and acknowledges that any funds determined to have been expended in violation of the grant terms and conditions may be subject to repayment.

SECTION 4: The City Council designates the City Manager as the City's Authorized Representative to act in all matters related to the application and the City's participation in the FY 2026 COPS Hiring Program.

PASSED, APPROVED AND ADOPTED on this 21st day of July, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 2.f.

Agenda Item: Consider the Second Amendment to the Development Agreement with Forestar (USA) Real Estate Group, Inc., for the development of an approximately 226.5-acre development for a single-family master planned community in the Extra-Territorial Jurisdiction (ETJ).

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: Move to authorize the City Manager to enter into the second amendment to the Development Agreement with Forestar (USA) Real Estate Group, Inc., for the development of an approximately 226.5-acre development for a single-family master planned community.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion:

The City was approached by Forestar (USA) Real Estate Group, Inc., the developer of an approximately 226.5-acre tract, regarding the creation of a Municipal Utility District Number 2 (MUD) for a single-family master-planned community. The discussion with the developer included their intent to connect to the City of Huntsville water system and to construct the water line extension necessary to serve the development.

Staff have been negotiating a development agreement with the developer and have reached a mutual agreement on its content. The purpose of this agenda item is to authorize the City Manager to enter into the Second Amendment of the Development Agreement with Forestar (USA) Real Estate Group, Inc., for the development of the 226.5 +/- acre development for a single-family master planned community.

This amendment concerns the relationship between the Developer and the District regarding the Developer's responsibility for connecting to City infrastructure and any possibility of required relocation due to TxDOT.

Previous Council Action: Council was presented with the original Developers Agreement at the December 19, 2023 Council Meeting and authorized the City manager to enter into the agreement.

Financial Implications: There are no financial impacts associated with this item.

Approvals:

Layne Yeager
Ricardo Villagrand
Sharon Schultz
Kristy Doll

Associated Information:

1. MUD 2 second amendment
2. MUD No. 2 Vacinity Map

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND AMONG
THE CITY OF HUNTSVILLE, TEXAS, AND FORESTAR (USA) REAL ESTATE
GROUP INC.**

This Second Amendment to Development Agreement (the "Second Amendment") is made and entered into as of _____ (the "Effective Date"), by the **CITY OF HUNTSVILLE, TEXAS**, a home rule municipality located in Walker County, Texas and **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation (the "Developer"). The City and Developer shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties entered into that certain Development Agreement dated effective as of December 19, 2023 (the "Original Development Agreement"); and

WHEREAS, the Parties amended the Original Development Agreement pursuant to that certain First Amendment to Development Agreement dated effective as of February 6, 2024 (the "First Amendment" and, together with the Original Development Agreement, the "Agreement"); and

WHEREAS, pursuant to Section 3.03 of the Agreement: (i) the Developer is obligated to cause the design and construction of the Trunkline Extension Project (as such term is defined in the Agreement) and to acquire any and all right of way required to complete the Trunkline Extension Project at its sole cost and expense; and (ii) the City agreed to reasonably cooperate with the Developer's effort to acquire the right of way required to complete the Trunkline Extension Project (as such term is defined in the Agreement); and

WHEREAS, the Parties acknowledge and agree that acquiring certain portions of the right of way required to complete the Trunkline Extension Projects through the exercise of eminent domain would delay development of the Tract and the provision of timely water supply and distribution services; and

WHEREAS, the Developer has acquired a portion of the right of way required for the Trunkline Extension Project, the location of which is shown more specifically on **Exhibit D**, which is attached hereto and incorporated herein for all purposes, and the Parties desire to have the remaining portion of the Trunkline Extension Project placed in the existing right of way of FM 1374/Montgomery Road, as also shown more specifically on **Exhibit D**; and

WHEREAS, the Parties desire to amend the Agreement to: (i) alter the terms by which the Developer is required to complete the Trunkline Extension Project; and (ii)

provide for the Developer's financial obligation to relocate certain portion(s) of the Trunkline Extension Project in the event that TxDOT requires such relocation.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

AGREEMENT:

1. Section 1.01 is hereby amended to include the following definitions:

“TxDOT” means the Texas Department of Transportation.

“Trunkline Extension Project Easements” means the written agreements entered into between the Developer and certain landowners for the acquisition of easements required for the Trunkline Extension Project, as shown more specifically on the attached **Exhibit D**.

“Trunkline Extension Project TxDOT Right-of-Way” means the portion of the property required for the Trunkline Extension Project to be located within the existing right of way of FM 1374/Montgomery Road, as shown more specifically on the attached **Exhibit D**.

2. Sub-section 3.02(g) is hereby amended by deleting the last sentence in its entirety and substituting the following in lieu thereof:

“The District shall then convey the Facilities (except for parks and recreational facilities, storm water detention facilities, roads, and, unless otherwise designated for conveyance by the City pursuant to Section 3.03 of this Agreement, the District Water Plant Facility) to the City in accordance with the City's procedure for acceptance; provided, however, that the conveyance of the Trunkline Extension Project to the City shall be subject to the obligation to relocate certain portion(s) of the Trunkline Extension Project pursuant to the terms and conditions of Section 3.05 of this Agreement.”

3. Section 3.03 is hereby amended by deleting Section 3.03 in its entirety and substituting the following in lieu thereof:

“Water Supply and Wastewater Collection Facilities. The City hereby represents that its wastewater collection and treatment facility located in the general proximity of the Tract at 4420 FM 1374, Huntsville, Texas 77340 (the “Robinson Creek Wastewater Treatment Plant Facility”) currently has capacity to serve the

Tract at full build-out. The Parties hereby agree that the Developer shall be allowed to connect to the City's existing thirty-six inch wastewater line located along the western boundary of the Tract for the provision of wastewater collection and treatment services, as shown more specifically on the attached **Exhibit D**. Similarly, the City represents that its water supply and distribution facility located in the general proximity of the Tract at 3391 Autumn Road, Huntsville, Texas 77340 (the "Spring Lake Water Plant Facility") currently has capacity to serve the Tract. However, such water supply and distribution services will require the removal and replacement of existing six- and eight-inch water trunklines followed by the design and construction of twelve-inch water trunklines to extend from the Spring Lake Water Plant Facility to the boundary of the Tract (the "Trunkline Extension Project"), as shown more specifically on the attached **Exhibit D**. The Developer hereby agrees to cause the design and construction of the Trunkline Extension Project, at its sole cost and expense as provided for herein. The Parties acknowledge that as of the Effective Date: (i) the Developer has entered into written agreements with certain landowners for the acquisition of the Trunkline Extension Project Easements; and (ii) the Developer has obtained written confirmation from TxDOT that the remaining portion of the property required for the Trunkline Extension Project not included in the Trunkline Extension Project Easements may be located in the Trunkline Extension Project TxDOT Right of Way, with such confirmation subject to further approval(s) of plans and specifications for the Trunkline Extension Project that may be required by TxDOT pursuant to its design requirements for utility installments in existing right of way. The Parties agree: (i) to the proposed location of the Trunkline Extension Project as reflected on **Exhibit D**; (ii) the necessary easements to construct the Trunkline Extension Project have been acquired; and (iii) the remaining portions of the Trunkline Extension Project will be located in the Trunkline Extension Project TxDOT Right-of-Way. In exchange for the Developer's completion of the Trunkline Extension Project, the City hereby agrees to reserve 625 ESFCs in the Trunkline Extension Project to be solely utilized by the Developer to serve the Tract. Should the Trunkline Extension Project be constructed as an "Oversized Facility" pursuant to Sub-section 4.01(b) of this Agreement, the Parties hereby agree that the Construction Costs for same shall be calculated pursuant to Sub-section 4.01(b) of this Agreement and agree further that the City will own all capacity in all ESFCs derived from the Trunkline Extension Project in excess of 625 ESFCs. It is the Parties' mutually preferred option to complete the Trunkline Extension Project pursuant to the terms provided for above. However, if by December 31, 2026: (i) TxDOT has not provided all written approvals required to fully complete the Trunkline Extension Project; and (ii) the Developer has not obtained written agreements with all landowners from whom all approvals are

necessary for the acquisition of easements required to fully complete the Trunkline Extension Project and/or the City has not acquired the easements required to complete the Trunkline Extension Project through the exercise of its eminent domain authority, then the Developer may, at its sole discretion, cause the design and construction of the District Water Plant Facility in lieu of completing the Trunkline Extension Project. The Parties hereby agree that any oversizing of the Trunkline Extension Project or District Water Plant Facility performed at the request of the City will be constructed and funded pursuant to Sub-section 4.01(b) of this Agreement. The Developer shall submit plans for the Trunkline Extension Project or District Water Plant Facility, as appropriate, to the City for review and approval and the City hereby agrees to review and comment on such plans within forty-five (45) days of receipt of same. Upon submission of plans for the District Water Plant Facility to the City for review and approval, the City will provide notice in its first round of comments as to whether or not the District Water Plant Facility should be conveyed to the City for ownership, operation, and maintenance, with such conveyance taking place in accordance with Section 3.05 of this Agreement. If in its first round of comments the City elects not to have the District Water Plant Facility conveyed to the City for ownership, operation, and maintenance, then the City agrees to, as soon as practicable but no later than the date by which the District Water Plant Facility is completed and operational, have caused the Tract to be released from the certificate of convenience and necessity ("CCN") that it currently holds over the boundaries of the Tract, and thereafter the District shall serve the Tract with water from the District Water Plant Facility. The Developer agrees to pay the reasonable and necessary costs incurred by the City to release the Tract from the CCN that the City currently holds over the boundaries of the Tract; such payment will be made within forty-five (45) days' receipt of an invoice from the City detailing such costs. If the City elects not to accept conveyance of the District Water Plant Facility, the Parties hereby agree that District Water Plant Facility will only serve water within the boundaries of the District, and any surplus capacity in the District Water Plant Facility may not be supplied to areas within the City's CCN or the CCN of a third-party, unless otherwise consented to by the City in writing; provided, however, that nothing in this Section shall prohibit emergency interconnect(s) with other water systems. Notwithstanding anything in this Agreement to the contrary, in the event that the District owns and operates the District Water Plant Facility, the District, not the City, will be responsible for billing customers within the boundaries of the Tract for both: (i) the water supply services provided by the Water Plant Facility; and (ii) the wastewater collection and treatment services provided by the City. The District will bill and collect wastewater collection and treatment service charges from the customers within the boundaries of the Tract at the same rates and

charges from the customers within the boundaries of the Tract at the same rates and charges for wastewater collection and treatment services that the City provides to other City customers located within its extra-territorial jurisdiction and will remit to the City, on a monthly basis, the amount charged for wastewater collection and treatment services to customers located within the boundaries of the Tract, regardless of whether or not such charges have been collected by the Developer and/or the District. In the event that the District owns and operates the District Water Plant Facility, the Parties hereby agree to enter into a written utility agreement to provide reasonable details related to operations, billing, and collections. Capacity in such Facilities shall be provided as set forth in Section 3.04 below."

4. Section 3.05 is hereby amended by inserting the following two sentences at the end of the Section:

"Notwithstanding anything in this Agreement to the contrary, in the event that TxDOT informs the City that it must relocate the portion of the Trunkline Extension Project located within the Trunkline Extension Project TxDOT Right-of-Way, the Developer hereby agrees to be responsible for the design and construction of such relocation, and all costs of the design and construction of the relocation, such that the City will pay nothing. It is the Parties' intention for the Developer to assign the obligation in the immediately preceding sentence to the District upon its organization. Developer covenants and agrees to use commercially reasonable efforts to cause the District to approve, execute, and deliver to the City a copy of the assignment of such obligation no later than December 31, 2026, and the City's receipt of such assignment shall constitute its consent for purposes of Sections 6.02 and 8.05 of this Agreement. If the District fails to approve, execute, and deliver a copy of the assignment of the aforementioned obligation to the City within the time frame required herein, then Developer shall not, from and after the date of such failure, enter into any agreements with the District to seek reimbursement from the District for any expenses incurred in connection with the District or development of the Tract until the failure has been cured."

5. **Exhibit D** of the Agreement is hereby amended by replacing the previous version with the version attached hereto.

6. Except as specifically amended in this Second Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions.

7. Capitalized terms used herein and not otherwise defined shall have the same meaning given in the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to be effective as of the Effective Date first written above.

CITY OF HUNTSVILLE, TEXAS

CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

CITY SECRETARY

CITY ATTORNEY

THE STATE OF TEXAS

§

§

COUNTY OF WALKER

§

This instrument was acknowledged before me on _____,
2026, by _____, City Manager of the City of Huntsville, Texas, in the
capacity therein stated.

(SEAL)

Notary Public in and
for the State of Texas

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to be effective as of the Effective Date first written above.

FORESTAR (USA) REAL ESTATE
GROUP INC.,

a Delaware corporation

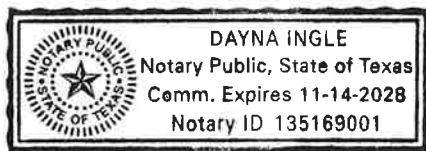
By: 
Name: MATT WANZECK
Title: VICE PRESIDENT

THE STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on JUNE 25TH, 2026,
by MATT WANZECK, VICE PRESIDENT of Forestar (USA) Real Estate
Group Inc., a Delaware corporation, on behalf of said corporation.



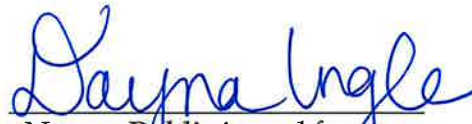
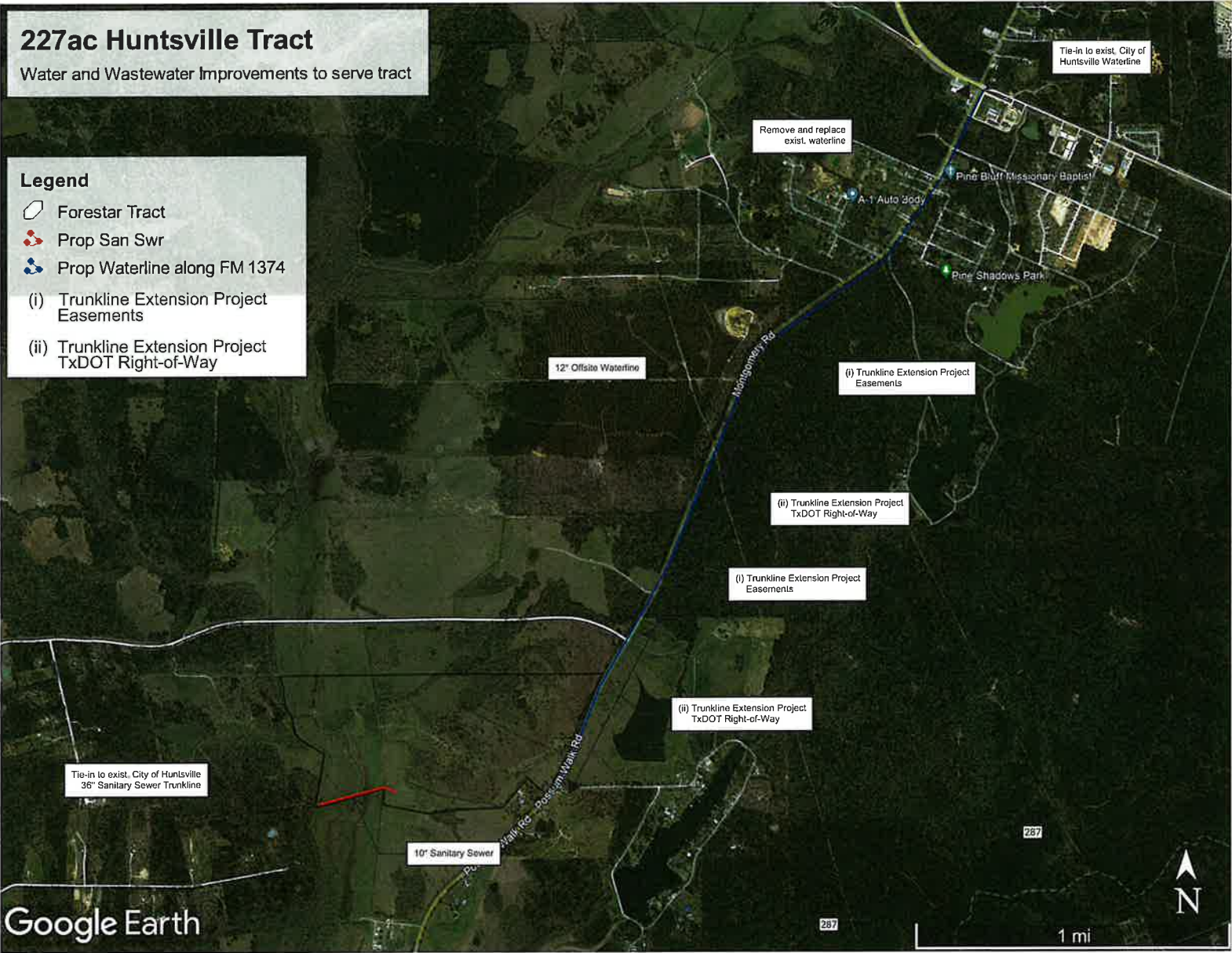

Notary Public in and for
the State of Texas

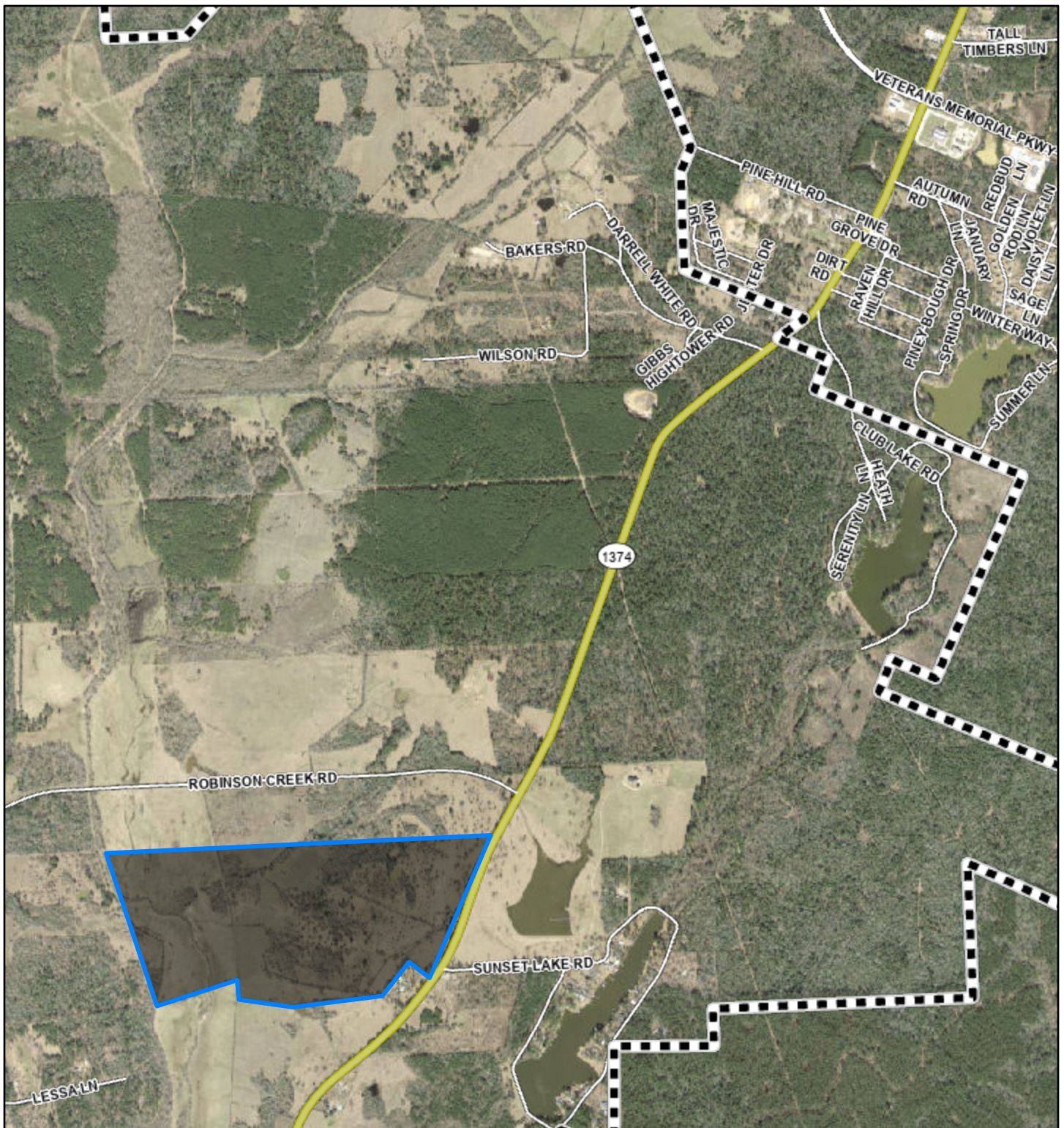
EXHIBIT D
MAP OF WATER AND WASTEWATER LINE CONSTRUCTION
[Attached.]

227ac Huntsville Tract
Water and Wastewater Improvements to serve tract

- Legend**
- Forestar Tract
 - Prop San Swr
 - Prop Waterline along FM 1374
 - (i) Trunkline Extension Project Easements
 - (ii) Trunkline Extension Project TxDOT Right-of-Way



MUD No. 2



12/14/2023, 10:07:02 AM



ETJ



City Limits

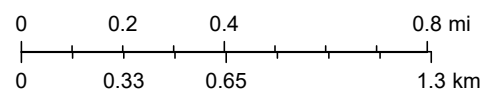
MSAG Blocks

1:500

FM; Park Road; State Highway; US Highway

Local Roads

1:24,000





CITY COUNCIL AGENDA

7/21/2026

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary Kristy Doll.

Initiating Department/Presenter: City Secretary

Presenter:
Kristy Doll, City Secretary

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: Not applicable

Approvals:

Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information: