CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, 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

Mayor Pro Tem Russell Humphrey, Ward 2
Vacant, Ward 1
Deloris Massey, Ward 3
Jon Strong, Ward 4

CITY COUNCIL AGENDA

WEDNESDAY, JULY 5, 2023, 6:00 PM

Huntsville Public Library, 1219 13th Street, Huntsville, Texas, 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.

WORKSHOP (5:00 p.m.)

DISCUSSION

a. Discuss Charter amendment suggestions from the Charter Review Committee.

Vicki McKenzie, Councilmember At-Large Position 3, Charter Review Committee Chair

MAIN SESSION (6:00 p.m.)

CALL TO ORDER

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.*

PROCLAMATION

a. Proclamation No. 2023-19 Good Shepherd Mission 40 Years of Serving the Community
Andy Brauninger, Mayor

b. Proclamation No. 2023-20 Dr. Scott Sheppard Region 6 Superintendent of the Year.
Andy Brauninger, Mayor

PRESENTATIONS

a. Present Fire Chief for the Day certificates to Walter and Thomas Castaneda
Andy Brauninger, Mayor

PUBLIC HEARING

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 20, 2023 Regular City Council Meeting.
Kristy Doll, City Secretary

b. **Second Reading** - Consider adopting Ordinance No. 2023 -15 - Amending Chapter 42, "Taxation", Article III, Hotel and Motel Occupancy Tax, of the Code of Ordinances.

Kristy Doll, City Secretary

2. STATUTORY AGENDA

a. Consider authorizing the City Manager to enter into a Chapter 380 Agreement with Zenner, USA to incentivize capital investment and job creation through a waiver of permit fees, grants of funds, and financial incentives for job creation.
Tammy Gann, Director of Economic Development

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 551.071 to receive legal advice on Cause No. 2130313 City of Huntsville v Walker County ESD#3.
Leonard Schneider, City Attorney

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: June 29, 2023

Kristy Doll

Kristy Doll, City Secretary

TIME OF POSTING: 4:30 p.m.

TAKEN DOWN:

CITY COUNCIL AGENDA
7/5/2023

Agenda Item Number: a.

Agenda Item: Discuss Charter amendment suggestions from the Charter Review Committee.

Initiating Department/Presenter: City Council

Presenter:
VIcki McKenzie, Councilmember At-Large Position 3

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA

7/5/2023

Agenda Item Number: a.

Agenda Item: Proclamation No. 2023-19 Good Shepherd Mission 40 Years of Serving the Community

Initiating Department/Presenter: City Secretary

Presenter:
Andy Brauninger, Mayor

Recommended Motion: n/a

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
7/5/2023

Agenda Item Number: b.

Agenda Item: Proclamation No. 2023-20 Dr. Scott Sheppard Region 6 Superintendent of the Year.

Initiating Department/Presenter: City Council

Presenter:
Andy Brauninger, Mayor

Recommended Motion: N/A

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA

7/5/2023

Agenda Item Number: a.

Agenda Item: Present Fire Chief for the Day certificates to Walter and Thomas Castaneda

Initiating Department/Presenter: City Council

Presenter:
Andy Brauninger, Mayor

Recommended Motion: N/A

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA

7/5/2023

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the June 20, 2023 Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:
Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the June 20, 2023 Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:
1. June 20, 2023 City Council Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 20th DAY OF JUNE 2023, AT THE HUNTSVILLE PUBLIC LIBRARY, LOCATED AT 1219 13th STREET, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a workshop and regular session with the following:
COUNCILMEMBERS PRESENT: Mayor Brauninger, Mayor Pro Tem Humphrey, Councilmember At-Large Position 1 Lyle, Councilmember At-Large Position 2 Denman, Councilmember Ward 3 Massey, Councilmember At-Large Position 3 McKenzie, Councilmember Ward 4 Strong, Councilmember At-Large Position 4 Graham

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Aron Kulhavy, City Manager; Kristy Doll, City Secretary; Leonard Schneider, City Attorney

MAIN SESSION (6:00 p.m.)

CALL TO ORDER (6:00 p.m.)

Mayor Brauninger 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 Lyle gave the invocation and Mayor Brauninger led the pledges.

PROCLAMATION

a. Proclamation No. 2023-18 SHSU Joining Conference USA
Andy Brauninger, Mayor

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 6, 2023, Regular City Council Meeting.
Kristy Doll, City Secretary

b. Consider approving the Amended Minutes from the June 7, 2022 Regular City Council Meeting Minutes.
Kristy Doll, City Secretary

c. Consider the approval of supply contracts for chemicals used in water and

wastewater treatment throughout the City with a term of one (1) year plus three (3) additional one (1) year renewal options.
Brent Sherrod, Public Works Director

d. **Consider approving the 2023 Election Services Contract and Joint Election Agreement with Walker County for the November 7, 2023, General Election for the purpose of electing an at-large Mayor and four (4) Ward Councilmembers to serve two-year terms and any special election that may be called by the City.**
Kristy Doll, City Secretary

Councilmember Vicki McKenzie made a motion to approve the Consent Agenda, items a through d. The motion was seconded by Councilmember Pat Graham. The motion passed 8-0. Yes - Andy Brauninger, Russell Humphrey, Karen Denman, Jon Strong, Vicki McKenzie, Deloris Massey, Pat Graham, Bert Lyle; No - None

2. STATUTORY AGENDA

a. **First Reading - Consider adopting Ordinance No. 2023 -15 - Amending Chapter 42, "Taxation", Article III, Hotel and Motel Occupancy Tax, of the Code of Ordinances.**
Kristy Doll, City Secretary

FIRST READING – No action was taken.

3. CITY COUNCIL/MAYOR/CITY MANAGER

a. **Consider the appointments to the City of Huntsville Boards and Commissions for vacant Board positions.**
Andy Brauninger, Mayor

Mayor Brauninger made a motion to appoint the Board and Commission members as presented. The motion passed 8-0. Yes - Andy Brauninger, Russell Humphrey, Karen Denman, Jon Strong, Vicki McKenzie, Deloris Massey, Pat Graham, Bert Lyle; No – None

BOARD NAME	SEAT #	APPOINT/ REAPPOINT	BOARD MEMBER	TERM EXPIRES
HOUSING AUTHORITY				
	4 - Resident Commissioner	Appoint	Leticia Requejo	08/31/2023

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Mayor and Council 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 551.087 for deliberation regarding economic development negotiations - Project Cowboys.**
Tammy Gann, Director of Economic Development

b. **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 Manager Aron Kulhavy.**
Aron Kulhavy, City Manager

City Council convened in closed session at 6:13 p.m.

7. RECONVENE

Council reconvened from Executive Session into Open Session at 8:26 p.m.

Councilmember Karen Denman made a motion to renew City Manager Aron Kulhavy's contract for another year at the current compensation. The motion was seconded by Councilmember Russell Humphrey. The motion passed 6-2.

Roll call vote
Yes: Russell Humphrey, Karen Denman, Andy Brauninger, Jon Strong, Bert Lyle, Deloris Massey
No: Pat Graham, Vicki McKenzie

ADJOURNMENT

Mayor Brauninger adjourned the meeting without objection at 8:27 p.m.

ATTEST: **CITY OF HUNTSVILLE**

Kristy Doll, City Secretary **Andy Brauninger, Mayor**

CITY COUNCIL AGENDA
7/5/2023

Agenda Item Number: 1.b.

Agenda Item: **Second Reading** - Consider adopting Ordinance No. 2023 -15 - Amending Chapter 42, “Taxation”, Article III, Hotel and Motel Occupancy Tax, of the Code of Ordinances.

Initiating Department/Presenter: City Secretary

Presenter:
Kristy Doll, City Secretary

Recommended Motion: Move to adopt Ordinance No. 2023 -15 - Amending Chapter 42, “Taxation”, Article III, Hotel and Motel Occupancy Tax, of the Code of Ordinances.

Strategic Initiative: Goal #3, Economic Development – Promote and enhance a strong and diverse economy.

Discussion: Ordinance No. 2023-15 amends Ordinance No. 2021-32. When Ordinance No. 2021-32 was codified, it was supposed to amend only Chapter 10, "Aviation", of the Code of Ordinances; however, an incorrect reference in Exhibit A of that Ordinance also caused the Code of Ordinances to be amended in Chapter 42, "Taxation", Sec 42-65. The amendment in Sec 42-65 needs to be corrected by Ordinance.

Ordinance No. 2021-23 was adopted by City Council during the August 3, 2021, City Council meeting. Adopting this Ordinance amended Chapter 42, "Taxation" to change the Hotel Occupancy Tax Advisory Board to the Tourism Advisory Board. The Ordinance also increased the number of members on the Board and broadened the board’s scope of work.

Ordinance No. 2021-32 was adopted by the City Council during the October 19, 2021, City Council meeting. The adoption of this Ordinance was to amend Chapter 10, "Aviation", to create an Airport Advisory Board in order to keep the momentum moving forward and to work on the implementation of the Airport Master Plan.

Previous Council Action: Ordinance No. 2021-32 was adopted by the City Council on October 19, 2021, and Ordinance No. 2021-23 was adopted by City Council on August 3, 2021.

Financial Implications:

Approvals:
Aron Kulhavy
Kristy Doll

Associated Information:

1. Ordinance 2023-15
2. Ordinance No 2021-32
3. Ord. 2021-23-Exhibit A

ORDINANCE NO. 2023 - 15

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS AMENDING CHAPTER 42, "TAXATION", ARTICLE III, HOTEL AND MOTEL OCCUPANCY TAX, OF THE CODE OF ORDINANCES, CITY OF HUNTSVILLE, TEXAS; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, the City of HUNTSVILLE ("City") is a Texas home-rule municipality; and

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, the City Council of the City of Huntsville, Texas ("City Council") has authorized a hotel occupancy tax; and

WHEREAS, this ordinance amends Section 42-65 of Chapter 42 of the Code of Ordinances; and

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

<u>SECTION 1</u>: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

<u>SECTION 2</u>: Huntsville Code of Ordinances Chapter 42 "Taxation" is hereby amended by amending section 42-65(a) as shown in the attached Exhibit "A" which is incorporated herein for all purposes.

<u>SECTION 3</u>: All ordinances or parts of Ordinances that are in conflict or inconsistent with the provisions of this Ordinance shall be, and the same 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.

<u>SECTION 4</u>: Should any paragraph, sentence, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

<u>SECTION 5:</u> This Ordinance shall take effective immediately from and after the date of its passage.

PASSED AND APPROVED THIS ____ DAY OF __________________ 2023.

CITY OF HUNTSVILLE, TEXAS

____
Andy Brauninger, Mayor

ATTEST:

____
Kristy Doll, City Secretary

APPROVED AS TO FORM:

____
Leonard Schneider, City Attorney

EXHIBIT A

CHAPTER 42- TAXATION
ARTICLE III. HOTEL AND MOTEL OCCUPANCY TAX

DIVISION 2. TOURISM ADVISORY BOARD

Sec. 42-65. - Powers and duties.

(a) The board shall review all reports and information submitted by any entity, whether a governmental entity or private organization, to which the city has delegated the management or supervision of programs and activities funded with hotel occupancy tax revenue. The information and reports shall include any matter required by state statute to be reported to the city council or any other city authority, and shall include, but not be limited to, entities' annual budget, annual audit, monthly activity report, monthly financial summary of city hotel occupancy tax funds, and revenue and expenditures summary reports.

~~(a)*Sec. 9.605 duties and powers.* The airport advisory board is hereby charged with the duty and invested with the authority to:~~

~~(1) Inspect city-owned premises at reasonable hours where required in the discharge of its responsibilities under the laws of the state and of the city.~~

~~(2)Formulate and recommend to the city council for its adoption a comprehensive plan for the orderly growth and development of the airport and its environs, and from time-to-time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.~~

~~(3) Maintain working knowledge of legislation as it pertains to the airport.~~

~~(4) Conduct periodic studies, inspections and other analysis of city-owned premises, as well as any other unannounced inspections at all reasonable hours as the board deems necessary.~~

~~(5) Advise the city council as to rules and regulations of the Federal Aviation Administration.~~

~~(6) Receive any and all status reports of the management or lessors of the airport, concerning damages, maintenance, traffic, facilities, building, rates and fees, and other reports as directed by the city council.~~

~~(7) The airport advisory board shall not have any authority to expend city funds except as provided in the annual city budget; hire, appoint or terminate staff; or create any other obligation on the part of the city.~~

Secs. 42-66-42-79.- Reserved

ORDINANCE NO. 2021-32

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS AMENDING CHAPTER 10, "AVIATION", OF THE CODE OF ORDINANCES, CITY OF HUNTSVILLE, TEXAS; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, the City of HUNTSVILLE ("City") is a Texas home-rule municipality; and

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, the City of Huntsville, Texas owns the Bruce Brother's Huntsville Regional Airport; and

WHEREAS, the City Council supports the growth and development of the aviation industry in Huntsville; and

WHEREAS, this ordinance adds Article III "Airport Advisory Board" to Chapter 10, "Aviation" of the Code of Ordinances to create an Airport Advisory Board to make recommendations to the City Council regarding the operation, growth, and promotion of the Bruce Brothers Huntsville Regional Airport; and

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

SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

SECTION 2: Huntsville Code of Ordinances Chapter 10 "Aviation" is hereby amended by adding Article III as shown in the attached Exhibit "A" which is incorporated herein for all purposes.

SECTION 3: All ordinances or parts of Ordinances that are in conflict or inconsistent with the provisions of this Ordinance shall be, and the same 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 paragraph, sentence, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 5: This Ordinance shall take effective immediately from and after the date of its passage.

PASSED AND APPROVED THIS 19 DAY OF October 2021.

CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, Mayor

ATTEST:

Kristy Doll, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

Exhibit A

CHAPTER 10-AVIATION
ARTICLE III. AIRPORT ADVISORY BOARD

Sec. 10-40. - Created; composition; qualifications; compensation; maximum term of members.

(a) There is hereby created and established an Airport Advisory Board Board, an advisory board, to be composed of seven members.

(b) Members of the airport advisory board shall serve without compensation. No member shall serve more than two consecutive terms beyond any unexpired term that they are appointed to fill. Any person over 18 years of age living in the city or working in the city shall be eligible to serve on the advisory board, provided at least four members of the board shall live in the city.

Sec. 10-41. - Appointment; tenure of members.

(a) The original members of such board shall be appointed by the mayor by and with the advice and consent of the city council.
(b) All Airport Advisory Board members, regardless of background, must have a known and demonstrated interest, competence, or knowledge in aviation within the City of Huntsville.
(c) Each member shall reside within Walker County.
(d) Each member shall hold office for a term of three years, except that of those first appointed, three shallhold office for a term of one year, and two other members shall hold office for a term of two years, andtwo other members shall hold office for a term of three years, the term of each to be determined by lot,and thereafter, their successors shall hold office for three years and until their successors are appointed.
(e) The city council will each year-act upon appointments made to the board by the mayor with the advice and consent of the city council in filling expired terms of members of the board.

Sec. 10-42. - Officers; meetings.

(a) The board shall select its chair and a vice-chair at its first meeting of the calendar year. Such terms shall be for one year.
(b) The board shall conduct its meetings in accordance with "Roberts Rules of Order Revised" provided that such shall not be in conflict with the City Charter or other provisions of law.
(c) The board shall meet at least quarterly. Additional meetings may be called by the chair or at therequest of city council.
(d) A quorum shall consist of a majority of the entire membership of the Board and any issue to be voted on shall be resolved by those present. The Chairman shall be entitled to vote upon any issue but shall have no veto power.
(e) No person having any financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the airport shall be eligible for membership on the board.

Sec. 10-43. – Airport Advisory Board function

(a) The Airport Advisory Board shall have the following duties:

1. Make recommendations to the City Council concerning leases and permits;
2. From time to time make such general studies of airport construction and operation as may be useful in keeping the Airport efficient and adequate for the needs of the City and of the air transportation industry;
3. Make recommendations to the City Council with respect to Airport construction, expansion, improvements, maintenance and operation, airport zoning regulations, airport hazard zoning regulations, and airport compatible land use regulations;
4. In an advisory capacity, work toward the implementation of the airport master plan, the general improvement of the Airport, and the advancement of the City as an air transportation center.

(b) The Airport Advisory Board shall not have any authority to expend city funds except as provided in the annual city budget; hire, appoint or terminate staff; or create any other obligation on the part of the City.

Sec. 10-44-10-50. – Reserved

Sec. 42-65. - Powers and duties.

(a) Sec. 9.605 Duties and Powers The airport advisory board is hereby charged with the duty and invested with the authority to: (1) Inspect city-owned premises at reasonable hours where required in the discharge of its responsibilities under the laws of the state and of the city. (2) Formulate and recommend to the city council for its adoption a comprehensive plan for the orderly growth and development of the airport and its environs, and from time-to-time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city. (3) Maintain working knowledge of legislation as it pertains to the airport. (4) Conduct periodic studies, inspections and other analysis of city-owned premises, as well as any other unannounced inspections at all reasonable hours as the board deems necessary. (5) Advise the city council as to rules and regulations of the Federal Aviation Administration. (6) Receive any and all status reports of the management or lessors of the airport, concerning damages, maintenance, traffic, facilities, building, rates and fees, and other reports as directed by the city council. (7) The airport advisory board shall not have any authority to expend city funds except as provided in the annual city budget; hire, appoint or terminate staff; or create any other obligation on the part of the city.

(Ord. No. 2008-33, § 1(5), 9-2-2008)

Secs. 42-66—42-79. - Reserved.

ORDINANCE NO. 2021-23

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS AMENDING CHAPTER 42, "TAXATION", ARTICLE III, HOTEL AND MOTEL OCCUPANCY TAX, OF THE CODE OF ORDINANCES, CITY OF HUNTSVILLE, TEXAS; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, the City of HUNTSVILLE ("City") is a Texas home-rule municipality; and

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, the City Council of the City of Huntsville, Texas ("City Council") has authorized a hotel occupancy tax; and

WHEREAS, the City Council previously adopted Ordinance No. 2008-33 creating a Hotel Tax Advisory Board ("Board") to manage and supervise the programs and activities funded with hotel occupancy tax revenue;

WHEREAS, this ordinance amends Sections 42-61, 42-62, 42-64, and 42-65 of Chapter 42 of the Code of Ordinances to restructure the Hotel Occupancy Advisory Board to operate as a Tourism Advisory Board to promote tourism and support the industries within the city that directly affect tourism; and

WHEAREAS, the board may consist of members of various industries related to tourism within the City and advise the Tourism Staff on such matters as may be referred to it, including the administration of grant programs, advertising, and other activities for the promotion of tourism;

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

SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

SECTION 2: Huntsville Code of Ordinances Chapter 42 "Taxation" is hereby amended by amending sections 42-61, 42-62, 42-64, and 42-65 as shown in the attached Exhibit "A" which is incorporated herein for all purposes.

SECTION 3: All ordinances or parts of Ordinances that are in conflict or inconsistent with the provisions of this Ordinance shall be, and the same 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 paragraph, sentence, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 5: This Ordinance shall take effective immediately from and after the date of its passage.

PASSED AND APPROVED THIS 3 DAY OF August 2021.

CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, Mayor

ATTEST:

Kristy Doll, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

Exhibit A

CHAPTER 42-TAXATION
ARTICLE III. HOTEL AND MOTEL OCCUPANCY TAX

DIVISION 2. - ~~HOTEL OCCUPANCY TAX~~TOURISM ADVISORY BOARD

Sec. 42-61. - Created; composition; qualifications; compensation; maximum term of members.

(a) There is hereby created and established a ~~hotel occupancy tax~~tourism board, an advisory board, to be composed of ~~five~~ nine members.

(b) Members of the ~~hotel occupancy tax~~tourism advisory board shall serve without compensation. No member shall serve more than two consecutive terms beyond any unexpired term that they are appointed to fill. Any person over 18 years of age living in the city or working in the city shall be eligible to serve on the advisory board, provided at least ~~three~~ five members of the board shall live in the city. ~~Members of the council may serve on the board, provided, however, no more than four shall serve at any one time.~~

(Ord. No. 2008-33, § 1(1), 9-2-2008)

Sec. 42-62. - Appointment; tenure of members.

(a) The original members of such board shall be appointed by the mayor by and with the advice and consent of the city council.

(b) Each member shall hold office for a term of three years, except that of those first appointed, ~~one~~ three shall hold office for a term of one year, and ~~two~~ three other members shall hold office for a term of two years, and ~~two~~ three other members shall hold office for a term of three years, the term of each to be determined by lot, and thereafter, their successors shall hold office for three years and until their successors are appointed.

(c) The city council will~~, at its first official meeting in the month of July in~~ each year ~~(or as soon thereafter as practicable)~~, act upon appointments made to the board by the mayor with the advice and consent of the city council in filling expired terms of members of the board.

(Ord. No. 2008-33, § 1(3), 9-2-2008)

Sec. 42-64. - Officers; meetings.

(a) The board shall select its chair and a vice-chair at its first meeting of the calendar year. Such terms shall be for one year.

(b) The board shall meet at least quarterly. Additional meetings may be called by the chair or at the request of city council.

(Ord. No. 2008-33, § 1(4), 9-2-2008)

Sec. 42-65. - Powers and duties.

(a) The board shall review all reports and information submitted by any entity, whether a governmental entity or private organization, to which the city has delegated the management or supervision of programs and activities funded with hotel occupancy tax revenue. The information and reports shall include any matter required by state statute to be reported to the city council or any other city authority, and shall include, but not be limited to, entities' annual budget, annual audit, monthly activity report, monthly financial summary of city hotel occupancy tax funds, and revenue and expenditures summary reports.

(b) The board shall make reports at least two times per year to the council, at least one of which shall include oral presentation to the city council during a public session. The board may also make such recommendations to the city council as it deems appropriate regarding the administration of hotel occupancy tax revenues and regarding entities to which the city council has designated management and supervision of programs and activities funded by hotel occupancy tax revenue. Recommendations of the ~~Hotel Occupancy Tax~~Tourism Advisory Board shall not be prerequisite to any action the city council may undertake regarding any matter concerning the hotel occupancy tax.

(c) The board shall support the City's tourism staff of matters of local concern and the promotion of tourism and support the industries within the community that directly affect tourism. The board will also consider any other tourism related matters assigned to it by City Council.

(Ord. No. 2008-33, § 1(5), 9-2-2008)

Secs. 42-66—42-79. - Reserved.

CITY COUNCIL AGENDA
7/5/2023

Agenda Item Number: 2.a.

Agenda Item: Consider authorizing the City Manager to enter into a Chapter 380 Agreement with Zenner, USA to incentivize capital investment and job creation through a waiver of permit fees, grants of funds, and financial incentives for job creation.

Initiating Department/Presenter: Economic Development

Presenter:
Tammy Gann, Director of Economic Development

Recommended Motion: Move to authorize the City Manager to enter into a Chapter 380 Agreement with Zenner, USA to incentivize capital investment and job creation through a waiver of permit fees, grants of funds, and a financial incentive for job creation.

Strategic Initiative: Goal #3 - Economic Development - Promote and enhance a strong and diverse economy.

Discussion: Zenner, USA intends to purchase two existing buildings totaling over 35,000 square feet on 2.77 acres located at 1981 Quality Blvd with the intent of conducting various operations oriented towards products for the water and gas industry. Their operations will consist mainly of the assembly, engineering, and testing of water meters, gas meters, and meter reading systems for distribution domestically and internationally. The company will create fifty (50) new full-time equivalent jobs with plans to expand the workforce in the future up to 100 jobs.

The company currently operates a facility in Banning, California, and is headquartered in Addison, Texas, and is looking at relocating its manufacturing facility to Huntsville. Currently, the company is reviewing other potential sites for relocation, with Huntsville being one of the target locations in Texas. A potential barrier to the company's relocation to Huntsville is due to the state of Texas' tax on personal property. The company is currently working with the Walker County Appraisal District to ensure qualification for the Triple Freeport Exemption, which would exempt some inventory and supplies from property taxes for the city, the county, and HISD. All of the inventory and and materials used in products for export from the state within 175 days of arrival qualify for the Freeport Exemption.

In exchange for Zenner, USA investing $3.5 million in Huntsville and the creation of 50 new jobs, the City will waive permit fees, provide a tax rebate equivalent to the property taxes due to the City over a 10-year period, provide a cash grant for jobs equivalent to $2,000 per job up to $100,000, and a cash grant for relocation assistance of $75,000, payable upon completion of the project.

Under Section 12.03 of the Charter, any abatement or rebate of city taxes to any individual or entity requires the affirmative vote of 2/3 of the Council qualified and serving.

Previous Council Action: No action has been taken.

Financial Implications: Item is not budgeted: Based on the information the developer has provided, the total incentive package is estimated at $250,000. Funds for the cash incentives for relocation and jobs will be budgeted in the fiscal year 23-24 budget.

Item is estimated to generate additional revenue: The City will receive revenue from this project from utility usage and indirectly through job creation.

Approvals:
Tammy Gann
Leonard Schneider
Aron Kulhavy
Kristy Doll

Associated Information:
1. Map of Property
2. Draft 380 Agreement Final 3.29.23 all changes accepted


FM 2821
Quality Blvd

CITY OF HUNTSVILLE/ZENNER USA, INC CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement *("Agreement)* is made and entered into by and between Zenner USA, Inc. a for profit corporation qualified to do business in Texas ***("Company"),*** and the CITY OF HUNTSVILLE, TEXAS, a home rule city and municipal corporation *(the "City").*

RECITALS

A. The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in Huntsville.

B. Company intends to relocate their operations to the Property.

C. "Property" means the real property located at 1981 Quality Boulevard, withing the corporate limits of Huntsville, Texas, 77320, located within city limits, and more generally described in the attached Exhibit "A".

D. The City has determined that substantial economic benefit, including the generation of additional property taxes and the creation of new opportunities of employment, will accrue to the City as a result of Company's development and use of the Property, the installation of additional equipment, and the development and operation of Company's business on the Property.

E. The City has authorized the City Manager to make a grant of services to Company to (i) relocate to Huntsville on the Property and make capital investments in the City, and (ii) to create new full and part-time jobs at the facility (together, the *"Project").*

F. Increasing Company's capacity in and relocating to Huntsville will promote economic development and stimulate business and commercial activity in Huntsville, will create jobs, and will expand the tax base.

G. The Project will consist of the relocation of manufacturing operations to Huntsville, Texas from California. This includes the investment of $3.5 million and the creation of 50 net new jobs in Huntsville, Texas.

H. Company accepts the City's grant of services in the form of waiver of development related fees, a financial grant equivalent to property taxes owed by the company due to the Project and a financial incentive for job creation and agrees that if Company chooses Huntsville for its Project, it will be in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company agree as follows:

I.
Authority and Condition Precedent

1.1 City Authority. The City represents that its execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City.

1.2 Company Authority. Company represents that its execution and performance of this Agreement constitutes a valid and binding obligation of Company in the event Company proceeds to locate the Project in Huntsville, Texas. The City acknowledges that Company is acting in reliance upon the City's performance of its obligations under this Agreement, among other consideration, in making its decision to invest its funds and expand employment in Huntsville.

1.3 Condition Precedent. Company and the City agree that all obligations stated in this Agreement shall be contingent upon Company's selection of Huntsville for location of certain manufacturing operations.

II.
Company Obligations

2.1 Commencement. After the Effective Date (defined in **Section 4.1).** Company shall begin development on the Project on the Property.

2.2 Creation and Maintenance of New Full-Time Equivalent Jobs.

(a) Company shall create at least 50 "New Full Time Equivalent Jobs" by December 31, 2024, and shall maintain at least such number of New & Existing Full Time Equivalent Jobs until December 31, 2034. For purposes of this Agreement, *"New Full Time Equivalent Jobs"* means full time jobs created in or relocated to the City during or after the completion of the relocation.

(b) If Company does not timely satisfy the job creation and maintenance provisions for any year as set forth in the preceding Section 2.2(a), then Company shall have a cure period of 90 days after the end of the applicable year to create the requisite number of Jobs. Additional time may be granted by the City for good cause as determined by the City.

2.3 Local Business Participation. In an effort to further stimulate and positively impact the local economy, Company shall use commercially reasonable efforts to provide local small businesses and minority-, women- and veteran-owned businesses, an equal opportunity to participate as suppliers for materials and services purchased by Company for use at the Project site.

2.4 Compliance with City Regulations. For the construction of the Project, Company will comply with all City Code regulations applicable to the Project as of the Effective Date. For any future construction or remodeling, Company will comply with all City Code regulations applicable to such construction or remodeling as of the date of such work.

2.5 Certificate of Compliance and Inspection.

(a) "Certificate of Compliance" means the written certification by Company under which it warrants to the City that it is in full compliance with each of its obligations under this Agreement, including the number of Jobs maintained by Company for the preceding calendar year under Section 2.2 of this Agreement. The Certificate shall be substantially in the form and contain the information specified in the sample Certificate attached to this Agreement as Exhibit "B".

(b) Company shall deliver to the City before April 1 of each year, beginning on April 1, 2025, during the term of this Agreement, a Certificate of Compliance utilizing the form attached to this Agreement as Exhibit "B". The last Certificate of Compliance report shall be due April 1, 2035.

(c) In the Certificate of Compliance, Company shall warrant to the City that it is in full compliance with each of its obligations under this Agreement.

(d) The City, and/or its representative(s) including third parties contracted by the City, has the right to inspect all relevant records of Company as are reasonably necessary to verify compliance with all requirements of this Agreement, provided the City and its representatives use their best efforts to minimize any interference or disruption in Company's business operations and agree to the confidentiality requirements set forth in Section 4.16. Inspections shall be preceded by at least two weeks' notice in writing to Company and shall be conducted during Company's normal business hours or at such other time as may be mutually agreed to by the parties.

2.6 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, Company agrees not to employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States *("Undocumented Worker").* During the term of this Agreement, Company shall notify City of any complaint brought against Company alleging that Company has employed Undocumented Workers. If Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of economic development grants it has received pursuant to this Agreement, together with interest at the rate of 5% per annum from the date of each payment of an economic development grant, shall be repaid by Company to the City not later than the 120th day after the date the City notifies Company of the violation. Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, contractor, consultant, unrelated third-party vendor or supplier or franchisee, or by a person with whom Company contracts.

2.7 Failure to Meet Obligations. In the event that Company defaults in its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in Sections 2.2 (b) and Section 4.4, the City may, at as its sole and exclusive remedy, terminate this Agreement, whereupon the City shall not be required to perform, and Company shall not be entitled to receive any further performance by the City under this Agreement, provided, however that Company shall repay the City for all grants already issued by the City before the termination of this Agreement.

III.
City Obligations

3.1 Economic Development Incentive. In consideration of Company performance of each of its obligations under this agreement, the City shall provide the following:

1. Inspections and permitting (including, without limitation, a certificate of occupancy, if applicable) without cost to the Company during the construction and until the issuance of an inspection report for all trades indicating final inspections for the Project.

2. A grant to Company in the amount of $75,000 for facility relocation assistance.

3. Jobs Grant to Company in the amount of $2,000 per new job up to an aggregate grant of $100,000 on or before December 31, 2024 (up to a total of 50 new jobs created and maintained thru December 31, 20342034).

4. A grant to Company equivalent to property taxes paid to the City on all property tax accounts for each property tax account according to the following schedule:

    a. Years 1-10 = 100% (2024-2034)

5. The first payment under section 3.1.2 will be due upon completion of the project and the issuance of a Certificate of Occupancy, payment made under section 3.1.3 shall be due biannually upon submittal of job creation verification, and payments under 3.1.4 will not be due until the requirements of Section 2.2a. have been met.

3.2 Payments. Under this agreement payments shall be made by the City with thirty (30) days of
(a) the receipt of Company's Certificate of Occupancy,
(b) the receipt of job creation verification, and
(c) the receipt of the completion of the annual Certificate of Compliance as shown in Exhibit "B," however payment shall not be due before April 1st of each year.

IV.
General Terms

4.1 Effective Date and Term. This Agreement shall become enforceable and be effective upon the final date of execution by both parties (the *"Effective Date").* Unless this Agreement is terminated earlier in accordance with its terms, Company obligations to perform under this Agreement shall be completed by December 31, 2024. If the Project has not been completed by December 31, 2024, then the City's sole and exclusive remedy shall be to terminate this Agreement and to receive from Company payment for all inspections and permits already issued by it for the Project and any payments made pursuant to Section 2.2(a). This Agreement shall terminate on December 31, 2034 or a cap of $75,000 property taxes paid.

4.2 This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for the provision of services to Company.

(a) The payments to be made to Company or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

4.3 Representations and Warranties. The City represents and warrants to Company that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.

4.4 Default. Subject to Company's right to cure under Section 2.2(b), if either the City or Company should default in the performance of any of their respective obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of 90 days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If Company defaults on any obligation under this Agreement, the City's sole and exclusive remedy shall be to terminate this Agreement and receive from Company payment for all grants already issued by City for the Project.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Company.

4.6 Binding Effect This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4.7 Assignment. Except as provided below, Company may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights and obligations without the prior consent of the City (i) to an affiliate of Company and, (ii) to a third-party lender advancing funds for the acquisition, construction or operation of Company's facilities, or (iii) to a third-party acquiring Company or substantially all of the assets of Company.

4.8 Termination. In the event Company elects not to proceed with the Project as contemplated by this Agreement, Company shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Notwithstanding anything herein to the contrary, Company may terminate this Agreement at any time upon written notice to the City. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination, subject to Company having to repay the City for all grants already issued by the City prior to any termination.

4.9 Notice. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by email, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

15280 Addison Rd, Ste 240
Addison, TX 75001
Attn: Mr. Richard Sanders
President
Phone: 772-285-1035
Email: rsanders@zennerusa.com

CITY:

City Manager
1212 Avenue M
Huntsville, Texas 77340
Phone: 936-291-5401
Email: citymanager@huntsvilletx.gov

Either party may designate a different address at any time upon written notice to the other party.

4.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

4.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Walker County, Texas.

4.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable so as to maintain for the parties their respective economic benefits hereunder.

4.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with Company or the Project.

4.16 Public and Confidential Information. Information provided by or on behalf of Company under or pursuant to or in connection with this Agreement (including, but not limited to, the terms of this Agreement and any and all non-public information provided by Company) shall be maintained as confidential to the extent allowed by law. If Company's proprietary, financial or trade secret information is requested under the Texas Public Information Act, the City shall promptly notify Company of such request and shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests. Other public records and information provided to the City and its representatives to verify compliance with this Agreement shall be available for public inspection.

4.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

Exhibit "A"	Description of Property
Exhibit "B"	Certificate of Compliance Form

4.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below to be effective as of the Effective Date_______________.

THE CITY OF HUNTSVILLE

____
By: Aron Kulhavy, City Manager

ATTEST:

____
Kristy Doll, City Secretary

APPROVED AS TO FORM:

____
Leonard Schneider, City Attorney

Company

ZENNER USA

By: _____________________________________

Name: ___________________________________

Title: ____________________________________

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ___________ §

Before me, the undersigned authority, on this day personally appeared _____________________________, who after first being by me duly sworn, acknowledged and stated the witness has executed the above and foregoing document for the purposes and consideration therein expressed, and in the capacity therein expressed, and with full authority to so act, on this, the _______ day of ____________________, 2023.

____
Notary Public in and for the State of Texas

My commission expires: _________________

EXHIBIT "A"

Description of Property (Survey)

Exhibit "B"

CERTIFICATE OF COMPLIANCE

CITY OF HUNTSVILLE / ZENNER USA, INC TOGETHER WITH ITS AFFILIATES AND SUBSIDIARIES) CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT DATED _______________ (THE AGREEMENT)

COMPANY: Zenner USA, Inc

REPORTING YEAR: January 1 through December 31, ______

YEAR #____(up to Year 4)

1.0 Employment

1.1 Total number of Full Time equivalent Jobs at facility for reporting year 20___. The Agreement requires 50 Full-time equivalent Jobs by December 31, 2024 and the same number thereafter for the for the following ten full years (Section 2.2).

_________ a. Number of New & Existing Full-time equivalent Jobs by ___________:

1.2 At ___________ did the number of New Full-time equivalent Jobs and number of Existing Jobs fall below the numbers required under Sections 2.2 of the Agreement?

□ Yes □ No

If the company answered yes to question 1.2, did the company re-establish or replace the required numbers of Full-time equivalent jobs within 90 days after the date of the termination or elimination that caused the number of New Full-time equivalent and/or Existing Jobs to fall below the required amounts?

□ Yes □ No

2.0 Local Business Participation

2.1 Is the Company in compliance with using commercially reasonable efforts to provide local small businesses and minority owned and veteran owned businesses an equal opportunity to participate as suppliers for materials and services purchased by Company?

□ Yes □ No

3.0 Texas Government Code Chapter 2264

3.1 Is the Company in compliance with Section 2.6 of the Agreement?

□ Yes □ No

4.0 Additional Covenants

4.1 Is the Company in compliance with the other provisions of the Agreement?

□ Yes □ No

I, ___________________________ the authorized representative for _________________________, hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement. I further certify that ____________________ complied fully with the Chapter 380 Economic Development Agreement during the reporting year, including Section 2.4 regarding compliance with City Regulations and Section 2.6 regarding Texas Government Code Chapter 2264.

Signature: __________________________________

Printed Name: ________________________________

Title: _______________________________________

Date: ____

CITY COUNCIL AGENDA
7/5/2023

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 to receive legal advice on Cause No. 2130313 City of Huntsville v Walker County ESD#3.

Initiating Department/Presenter: City Attorney

Presenter:
Leonard Schneider, City Attorney

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Leonard Schneider
Aron Kulhavy
Kristy Doll

Associated Information: