

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

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



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

**HUNTSVILLE CITY COUNCIL AGENDA
TUESDAY, MARCH 5, 2024**

**WORKSHOP 5:00 P.M. - Staggs Community Room
REGULAR SESSION 6:00 P.M. - Staggs Community Room**

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.** Receive presentation to discuss possible amendments to the Huntsville Development Code to include additional zoning districts.
Kevin Byal, Director of Development Services

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

PRESENTATIONS

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 February 20, 2024, Regular City Council Meeting.
Kristy Doll, City Secretary
- b.** Consider adoption of Ordinance 2024-2 to amend the budget for FY 23 - 24 and/or CIP Project Budgets.
Steve Ritter, Finance Director

- c. Consider Resolution 2024-9 authorizing the City Manager to apply for and accept, if awarded, funding under the Fiscal Year (FY) 2023 Assistance to Firefighters Grant Program.
Ashley Brown, Grants Manager

2. STATUTORY AGENDA

- a. Consider authorizing the City Manager to enter into a 40-year, Fixed Based Operation (FBO), lease agreement with Huntsville Aviation to provide aeronautical services at the Bruce Brothers Huntsville Regional Airport.
Layne Yeager, Planner
- b. Consider authorizing the City Manager to award the construction contract for the 12" Water Line on the IH-45 Segment 2A Utility Relocation Project in Huntsville Texas.
Kathlie Jeng-Bulloch, City Engineer

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consider the appointments to the City of Huntsville Boards and Commissions for vacant board positions.
Russell Humphrey, Mayor

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, Sections 55.071 and 551.072 to receive legal advice and to deliberate the purchase, exchange, lease, or value of real property.
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: March 1, 2024

Kristy Doll

TIME OF POSTING: 9:00 a.m.

Kristy Doll, City Secretary

TAKEN DOWN:



CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: a.

Agenda Item: Receive presentation to discuss possible amendments to the Huntsville Development Code to include additional zoning districts.

Initiating Department/Presenter: Development Services

Presenter:

Kevin Byal, Director of Development Services

Recommended Motion: Not Applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the February 20, 2024, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the February 20, 2024, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. February 20, 2024 City Council Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 20th DAY OF FEBRUARY 2024, 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 Humphrey, Mayor Pro Tem McKenzie, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham, Councilmember Ward 4 Strong

COUNCILMEMBERS ABSENT: None

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

WORKSHOP (5:00 p.m.)

Mayor Humphrey called the workshop to order at 5:00 p.m.

- a. Review the 2024 Draft Strategic Plan.
Aron Kulhavy, City Manager

Mayor Humphrey adjourned the workshop without objection at 5:46 p.m.

MAIN SESSION (6:00 p.m.)

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

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.*

Mayor Humphrey gave the invocation and led the pledges.

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 February 6, 2024, Regular City Council Meeting.
Kristy Doll, City Secretary

- b. Consider approving the Minutes from the January 29, 2024, City Council Strategic Planning Workshop.
Kristy Doll, City Secretary**
- c. Consider approving the Minutes from the January 30, 2024, City Council Strategic Planning Workshop.
Kristy Doll, City Secretary**
- d. Consider adoption of Ordinance 2024-1 to amend the budget for FY 23 - 24 and/or CIP Project Budgets.
Steve Ritter, Finance Director**
- e. Consider authorizing the City Manager to enter into an agreement with Walter P. Moore and Associates, Inc. for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.
Kathlie Jeng-Bulloch, City Engineer**
- f. Consider authorizing the City Manager to enter into an agreement with Aurora Technical Services for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.
Kathlie Jeng-Bulloch, City Engineer**
- g. Consider authorizing the City Manager to enter into an agreement with Pape-Dawson Engineers for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.
Kathlie Jeng-Bulloch, City Engineer**
- h. Consider authorizing the City Manager to award a contract for the installation of Lightning Protection at Palm Street Water Plant.
Brent Sherrod, Public Works Director**
- i. Consider ratifying the award of a contract for the emergency purchase of new pumping equipment and installation at Water Well 20 located at 255 Broadmoor Dr to Smith Pump Company, Inc.
Brent Sherrod, Public Works Director**
- j. Consider Resolution 2024-8 authorizing the City Manager to apply for and accept, if awarded, funding under the 2024-2025 Flood Infrastructure Fund (FIF), Texas Water Development Board, for the Huntsville Master Drainage Plan.
Kathlie Jeng-Bulloch, City Engineer**

Councilmember Bert Lyle made a motion to approve the Consent Agenda Items a through j. 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.

2. STATUTORY AGENDA

- a. **Consider authorizing the City Manager to enter into an agreement with Freese and Nichols, Inc. for professional engineering services for the FY22-23, and FY23-24 CIP Condition and Capacity Assessment of the Water Masterplan and Wastewater Masterplan & Model Updates.**

Kathlie Jeng-Bullock, City Engineer

Councilmember Tore Fossum made a motion to authorize the City Manager to enter into an agreement with Freese and Nichols, Inc. for professional engineering services for the FY22-23, and FY23-24 CIP Condition and Capacity Assessment of the Water Masterplan and Wastewater Masterplan & Model Updates. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9-0. Yes - Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Bert Lyle, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No - None.

- b. **Consider approving Resolution 2024-7, approving a bond resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”.**

Aron Kulhavy, City Manager

Steve Ritter, Finance Director

Kathlie Jeng-Bullock, City Engineer

Brent Sherrod, Public Works Director

Councilmember Vicki McKenzie made a motion to approve Resolution 2024-7, approving a bond resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”. 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.

3. CITY COUNCIL/MAYOR/CITY MANAGER

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 551.071 to receive legal advice on Cause No. 2230703, City of Huntsville vs. Architects Design Group/ADG, Inc. in the 278th District Court, Walker County, Texas.**

Leonard Schneider, City Attorney

City Council convened into Executive Session at 6:16 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 6:29 p.m.

Councilmember Anissa Antwine made a motion to authorize the City Manager and City Attorney to accept settlement with ADG. The motion was seconded by Councilmember Bert Lyle. 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.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 6:30 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 1.b.

Agenda Item: Consider adoption of Ordinance 2024-2 to amend the budget for FY 23 - 24 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Steve Ritter, Finance Director

Recommended Motion: Move to adopt Ordinance 2024-2 to amend the budget for FY 23 - 24 and/or CIP Project Budgets

Strategic Initiative: Goal #6, Finance - Provide a sustainable, efficient and fiscally sound government through conservative fiscal practices and resource management.

Discussion: Detailed explanation of the Budget Amendments is provided in the attachment, Exhibit A, to the Ordinance. The Budget Amendments were discussed with the Finance Committee at their February 20, 2024 meeting.

Previous Council Action: No previous Council action

Financial Implications: See Exhibit A for specific financial implications for each Budget Amendment.

Approvals:

Steve Ritter

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. Ord. 2024-2 - BAs FY 23-24 3.5.24 Council meeting
2. BAs for 3.5.24 CC meeting

ORDINANCE NO. 2024-2

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2023-2024 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2023-20 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2023-2024 Annual Budget and CIP Budgets were adopted by Ordinance 2023-20 on September 19, 2023;

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 2023 – 2024 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 2023 – 2024 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 2023 – 2024 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 5th day of March 2024.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Budget Amendments FY 23-24

City Council - March 5, 2024

Exhibit A

Increase: General Fund - Donations	\$	5,000
Increase: General Fund - Fire Department - Other Supplies	\$	5,000

Explanation:	In December 2023 the Fire Department assisted in responding to a fire at a lumber mill in Corrigan, TX. In appreciation of the Fire Department's assistance, the owners of the lumber mill recently provided a \$5,000 gift to the Fire Department. The gift creates additional revenue to the General Fund. The Fire Department would like to use the \$5,000 to cover some of the costs for the 100 Year Anniversary Celebration of the Huntsville Fire Department. This budget amendment will allow the Fire Department to use the funds for costs for the 100 Year Anniversary Celebration
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Increase: Water Relocate - TXDOT I-45 phase 2A - Engineering	\$	137,100
Increase: Water Relocate - TXDOT I-45 phase 2A - Construction	\$	558,202
Increase: TXDOT reimbursement funds	\$	695,302

Explanation:	The waterline relocate projects related to TXDOT's widening of I-45 "Phase 2A" is requiring additional Engineering and Construction services that TXDOT has approved and will reimburse the City for at 100% of the costs. This budget amendment puts additional budget in place for these costs. Council approved additional Engineering costs with RPS at their October 17, 2023 meeting. The additional Construction costs in this Budget Amendment is included in an agenda item for Council in this evening's Statutory agenda. Again, TXDOT will reimburse for 100% of these amounts being added to the project costs/expenditure accounts.
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CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 1.c.

Agenda Item: Consider Resolution 2024-9 authorizing the City Manager to apply for and accept, if awarded, funding under the Fiscal Year (FY) 2023 Assistance to Firefighters Grant Program.

Initiating Department/Presenter: Finance

Presenter:

Ashley Brown, Grants Manager

Recommended Motion: Move to adopt Resolution 2024-9 authorizing the City Manager to apply for and accept, if awarded, funding under the Fiscal Year (FY) 2023 Assistance to Firefighters Grant Program in the amount of \$220,400.00 (\$200,363.64 federal grant share, \$20,036.36 city match share) to purchase replacement, new, and upgrade Turnout Gear.

Strategic Initiative: Goal #7 - Public Safety - Provide safety and security for all citizens.

Discussion: The continued growth and development within the City and the increased instances of wildland fires in undeveloped and forestland areas make it necessary and critical to provide the firefighters of the Huntsville Fire Department with the equipment needed to safely and effectively respond to and extinguish all types of fires within the City.

To aid the Huntsville Fire Department in achieving this objective, the Department would like to submit a grant application to the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD) requesting funding to purchase replacement turnout gear for sets expiring out of service, new turnout gear for new employees, and specialized Dual Certified gear rated for rescue and wildland firefighting.

A firefighter's turnout gear, also known as bunker gear, is a critical and required component of their personal protective equipment (PPE) on the scene of a fire. It is designed to protect them from the heat, flames, and other hazards associated with firefighting. The gear must be inspected on an annual basis to confirm continued compliance with National Fire Prevention Association (NFPA) standards and must be retired ten years after manufacture date regardless of inspection result, requiring replacement. The addition of wildland firefighting gear will further protect the Huntsville firefighters and provide them with the specialty tools needed to protect life and property of the Huntsville community.

The project performance period for an equipment purchase is to be awarded for a 24-month grant period. Purchase of the equipment will be completed within the 24 months of funding as equipment expires out of service, additional equipment is needed, and upgraded equipment is available for purchase; all funds are anticipated to be spent, and the grant is anticipated to be closed by September 30, 2026. This grant requires a minimum of 10% local matching funds for an applicant serving a population the size of Huntsville. Therefore, the City will need to allocate \$20,036.36 in local funds to meet this requirement if a grant is awarded.

Previous Council Action: No previous action has been taken.

Financial Implications: If the grant is awarded, Staff will bring a Budget Amendment to Council for approval at the appropriate time.

Approvals:

Steve Ritter
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

1. FY23 AFG Resolution 2024-9

RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE FY 2023 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR REPLACEMENT AND UPGRADED TURNOUT GEAR; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM.

WHEREAS The City desires to ensure the safety of all its citizens and; the City of Huntsville requires the Huntsville Fire Department be charged with this task; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the FY 2023 Assistance to Firefighters Grant (AFG) Program.

NOW, THEREFORE, be it resolved by the City Council of the City of Huntsville, Texas, that:

SECTION 1: An AFG application is hereby authorized to be filed on behalf of the City and be placed in competition for funding to the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD).

SECTION 2: The application will be for \$220,400.00 (\$200,363.64 federal grant share, \$20,036.36 city match share) to furnish the Huntsville Fire Department with replacement and upgraded turnout gear.

SECTION 3: The Mayor and City Council strongly support this application to address the safety needs of the community and firefighters.

SECTION 4: The City agrees that in the event of loss or misuse of the federal funds, the City assures that the funds will be returned in full.

SECTION 5: The City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the FY 2023 Assistance to Firefighters Grant (AFG) Program.

PASSED AND APPROVED this 5th day of March, 2024.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 2.a.

Agenda Item: Consider authorizing the City Manager to enter into a 40-year, Fixed Based Operation (FBO), lease agreement with Huntsville Aviation to provide aeronautical services at the Bruce Brothers Huntsville Regional Airport.

Initiating Department/Presenter: Development Services

Presenter:
Layne Yeager, Planner

Recommended Motion: Authorize the City Manager to enter into a 40-year, Fixed Based Operation (FBO), lease agreement with Huntsville Aviation to provide aeronautical services at the Bruce Brothers Huntsville Regional Airport.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: City staff have been approached by Huntsville Aviation, the current FBO at the Bruce Brothers Huntsville Regional Airport, to update the existing FBO lease agreement. The lease agreement to be considered utilizes the same boundaries of the current FBO lease agreement.

Within the Airport Master Plan, the forecast of based aircraft and overall flight forecast show an increased need for facilities and improvements at the airport. These improvements as proposed will allow for increased capacity of additional-based aircraft and aviation-related businesses. The larger hangars will allow for aviation related business to sub-lease along with the proposed hanger development that is focused on corporate opportunities.

Should the Council move to consider the FBO lease, staff will coordinate with the Lessor to construct the improvements identified within Article 9, Section 9.1 within the FBO lease agreement. The lease will be for a period of forty years, after which time the city will assume ownership of the improvements.

Although staff is not in favor of a 40-year term, the lease does provide a timeline and dollar value of investments for the construction and improvements of facilities within the lease boundaries that will facilitate growth at the airport. The staff recommendation is to consider the ground lease and authorize the City Manager to execute a ground lease agreement with Huntsville Aviation.

Previous Council Action: None

Financial Implications: \$1,300 - \$1,500 annual lease payment based off the square footage of the FBO lease. This lease will also include a fuel flowage fee of \$0.05 per gallon. Using last year's total gallons sold of 100LL and Jet Fuel this will add an estimated amount of \$3,500 of revenue to the city. The total value of building improvements is estimated at \$3,425,000.

Approvals:

Kevin Byal
Leonard Schneider
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

1. FBO Lease Final - 2-29-24
2. FBO Lease Exhibit A Map Location

X

X

X

Article I

a 112 inch iron rod found in the north boundary of the City of Huntsville 630-acre tract for the southeast corner of a. called 35.81 acre tract described by deed from Dan S. Davis to the City of Huntsville dated 10 September, 1976 and recorded in. Volume 293, Page 302, Walker County Deed Records, bears N 03 degrees 20 minutes 00 seconds E 2,776.09 feet;

THENCE, with present boundary of the property set aside for airport use and generally following an existing fence line, S 03 degrees 20 minutes 21 seconds W 1,826.00 feet to a concrete monument with aluminum cap marked "City of Huntsville" set for corner;

THENCE, N 86 degrees 39 minutes 39 seconds W 525.00 feet to a concrete monument with aluminum cap marked "City of Huntsville" set for corner;

THENCE, parallel with and approximately 325 feet east of the centerline of the existing runway, N 03 degrees 20 minutes 21 seconds E 1,826.00 feet to a concrete monument with aluminum cap marked "City of Huntsville" set for corner;

THENCE, S 86 degrees 39 minutes 39 seconds E 525.00 feet to the POINT OF BEGINNING, the boundaries thus described enclosing an area of 22.007 acres.

ARTICLE 2

Term of Agreement and Lease

Section 2.1: The term of this Agreement and Lease is for a period of forty (40) years beginning the ____ day of _____, and extending to the ____ day of _____; provided, however, that said Agreement may be terminated as hereinafter provided.

ARTICLE 3

Obligation of the Parties

Section 3.1: Construction of Facilities. OPERATOR agrees to construct, at OPERATOR'S expense, , Terminal Building Improvements at an estimated value of \$80,000, eight (8) T-Hangar Building at an estimated value of \$565,000, Corporate / Aviation Service Business Hangar at an estimated value of \$420,000, Multiple Unit Box Hangars at an estimated value of \$750,000, Additional Corporate / Aviation Service Business Hangars at an estimated value of \$1,260,000, Self Service Aviation Fueling Facility at an estimated value of \$350,000 as noted within Article 9.1. OPERATOR agrees that all construction shall comply with all City regulations and any other lawful regulations. Prior to the commencement of construction, OPERATOR will furnish or cause to be furnished a performance bond in an amount equal to the cost of all construction for the Hangar in favor of CITY, in a form acceptable to CITY.

CITY shall construct suitable taxiway access, designed for the appropriate aircraft traffic from the taxiway to the hanger apron, and provide access to water and sewer to the building location, but shall not be obligated to do so prior to one hundred eighty (180) days from the date of this Agreement.

OPERATOR shall be responsible for any existing storm sewer lines located within the footprint of the proposed hangar and must be relocated at OPERATOR'S expense.

The parties recognize that the OPERATOR shall be entitled to use the Hangar and all other buildings within the Leased Premises until this Agreement is terminated.

OPERATOR shall be entitled to build or construct any new aircraft storage or repair facilities or any other type buildings or structure normally found on public use airports, at OPERATOR'S

expense, provided that location of such facilities is in general agreement with the Huntsville Municipal Airport Master Plan, 2020, and all improvements are to be constructed in compliance with all City regulations and any other lawful regulations. All design plans must be first approved by the CITY prior to any construction. All buildings or improvements existing or constructed by OPERATOR on the Leased Premises shall become the property of CITY.

The OPERATOR agrees that no signs, billboards, or advertising material shall be placed or erected upon the Leased Premises without the prior written consent of the CITY. No changes to Airport structure shall be permitted without prior written consent of the CITY.

Section 3.2: Required Services of the OPERATOR. The OPERATOR shall provide aircraft line servicing which includes the sale and in-to-plane delivery of recognized brands of aviation fuels and other petroleum products. The OPERATOR shall provide and maintain an adequate supply at all times of two (2) grades of fuel as closely related to the popular demand of the general aviation users of the Airport as is feasible. The OPERATOR shall provide mobile fuel pumping equipment, as needed, which will meet all applicable safety requirements relative to grounding and fuel contamination as required by federal, state and local codes and regulations.

The OPERATOR shall provide servicing to aircraft, including ramp assistance, itinerant parking, storage, and tie-downs. The OPERATOR shall provide such minor services to general aviation aircraft as can be provided effectively on the ramp or apron parking area.

The OPERATOR shall have the Leased Premises open for business, with all line services, for a minimum of nine (9) hours per day, seven (7) days per week, and shall provide twenty-four (24) hour emergency service on an "on-call" basis during the remaining hours.

The OPERATOR shall hold aircraft out for hire and make available qualified personnel to perform this service.

The OPERATOR shall make available a minimum of two (2) late model aircraft for lease to qualified pilots.

The OPERATOR shall instruct student pilots. The OPERATOR shall provide dual and solo in-flight training and equipment. A sufficient number of qualified instructors and aircraft shall be made available to adequately meet the demand for these services.

CITY and OPERATOR recognize that it is vital to the economic growth of the City of Huntsville, Walker County, and the Airport to have a well-managed airport and a fixed based operation that is an asset to the Airport operations. Therefore, OPERATOR shall furnish high-quality, prompt and efficient service suitable to meet all reasonable demands for its services at the Airport and operate in a manner that promotes the interests of the community and the Airport. OPERATOR shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. OPERATOR shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that OPERATOR may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Upon acceptance of a commuter airline service at the Airport by the CITY, the OPERATOR shall provide convenient access and floor space for commuter operators within the terminal building; such space not to exceed 300 square feet, unless otherwise agreed upon,

Section 3.3: Maintenance of Premises. OPERATOR shall be responsible for the maintenance and repair of the Leased Premises and shall keep and maintain the Leased Premises in good condition, order and repair, and shall surrender the same upon the expiration of this Agreement, in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by OPERATOR'S negligence, excepted.

The OPERATOR agrees, at its own expense, to provide such janitorial and cleaning services as may be necessary for the sanitary and safe operation of all the leased facilities.

The OPERATOR agrees to keep all structures in good repair at its own expense. This does not include equipment or building structural component replacement to the airport terminal building,

The OPERATOR agrees to periodically inspect and maintain lighting and heating/air conditioning systems of the terminal building at its own expense. The OPERATOR will incur the cost of normal light bulb and air filter replacement.

CITY shall be responsible for the repair, maintenance, and construction of all runways, taxiways, and ramp parking areas and covenants and agrees that same shall be maintained in a condition acceptable to federal or state agencies in order that the Airport be classified as an airport facility.

CITY shall be responsible for the construction, maintenance and repair of the entrance road to said Airport facility.

OPERATOR shall at all times maintain airport fueling system, hangar and hangar site improvements in good and serviceable condition and repair. Acts of God and other unavoidable casualties excepted.

CITY shall be responsible for all replacement and repairs to existing air navigation facilities to be constructed as from time to time required in updating the overall navigation facilities of the Airport.

OPERATOR shall be responsible for the mowing of grass located on the Leased Premises,

CITY shall be responsible for maintenance of the surface area of the Airport premises, excluding those buildings which are the responsibility of the OPERATOR.

CITY shall be responsible for equipment or building component replacement and structural repairs of the Airport Terminal Building.

Since OPERATOR is located at the Airport, it shall promptly notify CITY of any situation that needs maintenance and/or repair which falls within the CITY'S responsibility for maintenance and/or repair.

Section 3.4: Utilities. OPERATOR shall pay and be chargeable with all expenses incurred in connection with electrical, gas, telephone, or other utility services used in connection with the operation of the Leased premises. with the exception of CITY water, sewer and garbage service, which shall be furnished by CITY. Provided, further, that OPERATOR agrees and understands Electrical services used in connection with the operation of lighting and navigational aids shall be the sole responsibility of CITY until such time as a second operation locates and provides Fixed Base Operator services at the Airport. At the initiation of such new service, the financial responsibilities for electrical power necessary to operate airfield lighting and navigational aids will be evenly divided among the operators and the CITY.

Section 3.5: Access of Premises. The CITY and its authorized agents and contractors shall have the right to enter the Leased Premises to make any repairs obligated to it by this Agreement, to inspect for the OPERATORS compliance to the terms set forth herein, or to conduct maintenance or other work obligated to the OPERATOR which has failed to be done after reasonable notice. In this latter situation, the OPERATOR will be billed for the reasonable value of work done by the CITY.

Section 3.6: Non-discriminatory Policy. OPERATOR, in exercising any of the rights or privileges herein granted, shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by law or regulation of any state or federal agency or government and the CITY reserves the right to take any action which maybe directed or required by the state or federal governments to enforce this covenant of non-discrimination.

ARTICLE 4

Payment and Charges

Section 4.1: In consideration of the rights and privileges granted by this Agreement, OPERATOR agrees to pay to CITY during the term of this Agreement, a rental fee of \$0.015 per square foot of area covered under this Agreement as defined in Section 1.2. Rental payments shall be payable to the CITY at 1212 Avenue M Huntsville, Texas 77340 on an annual basis beginning _____ and on the same day of each succeeding year thereafter during the term of this Agreement. All payments shall be timely made by the OPERATOR and CITY shall have the right to assess a service charge for any late payments in accordance with the policies of the CITY.

Section 4.2: In addition to Section 4.1 above, OPERATOR agrees to pay to CITY during the term of this Agreement a fuel flowage fee \$0.05 per gallon on all fuel sold. This flowage fee shall be payable to the CITY at 1212 Avenue M Huntsville, TX 77340 on a monthly basis with payment due by the last day of the month that follows the month being paid.

Section 4.3: At the CITY'S sole discretion, OPERATOR's rental rates and fuel flowage fees may be adjusted at annual intervals on the anniversary date of this Agreement. Adjustment shall be based on the change in Consumer Price Index (CPI) for the Houston Region,

ARTICLE 5

Promotion of the Airport

Section 5.1: The OPERATOR agrees to so conduct his business so that credit reflects to the CITY and the Airport. It agrees not to accept work requiring the absence of key personnel from the Airport unless said work is directly related to the interest and well-being of the Airport, and that there is adequate qualified personnel to carry on their duties while they are absent. It further agrees that qualified personnel shall be present at the Airport during the period of operation specified in Article 2, Section 2.1.

ARTICLE 6

Indemnity and Insurance

Section 6.1: OPERATOR SHALL DEFEND AND INDEMNIFY CITY, ITS RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (TOGETHER, "INDEMNIFIED PERSONS") AGAINST, AND HOLD THE INDEMNIFIED PERSONS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, PENALTIES, FINES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, OR BREACH OF CONTRACT, OR ANY OTHER HARM FOR WHICH ANY TYPE OF RECOVERY (WHETHER AT LAW OR IN EQUITY) IS SOUGHT, CAUSED BY, RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF OPERATOR, ITS OFFICERS, EMPLOYEES, SERVANTS, CONTRACTORS, SUBCONTRACTORS, CUSTOMERS,

INVITEES, SUBTENANTS, LICENSEES OR CONCESSIONAIRES UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF WHETHER OR NOT THE SAME IS CAUSED IN PART BY ANY OF THE INDEMNIFIED PERSONS. OPERATOR'S

OBLIGATIONS AND DUTIES UNDER THIS SECTION WILL SURVIVE THE TERM OF THIS AGREEMENT.

Section 6.2: During the term hereof, OPERATOR shall maintain at OPERATOR's sole cost and expense insurance relating to the Leased Premises as follows:

6.2(a): Commercial General Liability insurance against claims for bodily injury, death or property damage or destruction occurring on, in or about the Leased Premises, with limits of liability of not less than \$1,000,000 for each occurrence, CSL/\$1,000,000 general aggregate. Coverage shall include blanket contractual liability for liability assumed under the Agreement.

6.2(b): Statutory limits of workers compensation insurance and employer's liability with limits of liability of not less than \$1,000,000.

6.2(c): Hangar keepers Legal Liability insurance, at limits of \$1,000,000 per-occurrence is required if OPERATOR is engaged in maintenance, repair, or servicing of aircraft belonging to a third-party, or if OPERATOR is otherwise involved in any operation in which OPERATOR has care, custody, or control of an aircraft that belongs to a third-party.

6.2(d): Aircraft Liability Insurance for all OPERATOR-owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 and \$1,000,000 for personal and advertising injury.

Section 6.3: The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name as additional insured the CITY and its officials, officers, agents, and employees, (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of activities conducted under the permit, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) waiver of subrogation in favor of CITY must be included in all liability and Workers Compensation policies.

Section 6.4: All insurance policies shall be issued by an insurance company authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance and shall be endorsed to provide for at least 30 days advance written notice to CITY of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to CITY, evidencing all coverage above, shall be furnished to CITY prior to the Commencement Date, with complete copies of policies furnished to the CITY upon request. CITY reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

Section 6.5: The CITY shall be responsible for maintaining property owner's insurance for the buildings and structures on the Airport property.

Section 6.6: Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Agreement for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the Leased Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation

of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. In as much as such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

ARTICLE 7

Casualty or Damage

Section 7.1: In case of any damage to or destruction of the buildings, structures, fixtures and equipment on the Leased Premises, or any part thereof, OPERATOR shall promptly give written notice thereof to CITY, generally describing the nature and extent of such damage and/or destruction.

Section 7.2: If the Leased Premises (excluding OPERATOR's fixtures, furniture, equipment, personal property and leasehold improvements made by or on behalf of OPERATOR or any assignee, subtenant or other occupant of the Leased Premises) should be substantially, totally, or partially destroyed or damaged by fire, tornado, flood, hurricane or other casualty, this Agreement shall not terminate, but CITY shall, at CITY's sole cost, expense and risk, proceed forthwith and use reasonable diligence to rebuild or repair the Leased Premises (other than OPERATOR's fixtures, furniture, equipment, personal property and leasehold improvements made by or on behalf of OPERATOR or any permitted assignee, subtenant or other occupant or user of the Leased Premises) to substantially the condition in which it existed prior to such destruction or damage. While CITY is engaged in rebuilding or repairing the Leased Premises and the Hangar is untenantable, in whole or, in part following such destruction or damage and during such period of rebuilding or repair, the rent payable hereunder shall be equitably adjusted for that period which it is untenantable, however, that if the destruction was caused by the negligence, gross negligence, or willful or wanton act or omission of OPERATOR, its officers, employees, agents, subtenants, licensees, contractors, subcontractors, or invitees, rent shall not be abated and OPERATOR shall have the continuing obligation to pay rent during the period of such rebuilding or repair.

Section 7.3: CITY's obligation to pay for the cost of the repair or rebuilding of the Leased Premises or any part thereof shall not extend beyond or exceed the proceeds of any casualty or property damage insurance payable and actually collected in connection with such damage or destruction. All insurance proceeds, if any, payable on account of such damage or destruction shall be held and retained by CITY and used to repair, rebuild or otherwise return the damaged Leased Premises to substantially the condition in which it existed prior to such destruction or damage.

ARTICLE 8

Default by OPERATOR

Section 8.1: The following events shall be deemed to be events of default by OPERATOR under this Agreement:

8.1(a): Failure of OPERATOR to pay any installment of rent, or to pay or cause to be paid taxes (to the extent OPERATOR is obligated to pay or cause same to be paid), utilities, insurance premiums, or any other sum required to be payable to CITY by this Agreement on the date that same is due and such failure shall continue thereafter for a period of thirty (30) days and such failure shall not be cured within ten (10) days after written notice thereof to OPERATOR.

8.1(b): Failure of OPERATOR to comply with any term, condition or covenant of this Agreement, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to OPERATOR.

8.1(c): Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by OPERATOR or any guarantor of OPERATOR's obligations.

8.1(d): Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by OPERATOR or any guarantor of OPERATOR's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against OPERATOR or such guarantor.

8.1(e): Appointment of a receiver or trustee for all or substantially all of the assets of OPERATOR or any guarantor of OPERATOR's obligations.

8.1(f): Abandonment by OPERATOR of any substantial portion of the Leased Premises or cessation of use of the Leased Premises for the purposes leased.

ARTICLE 9

Remedies of CITY

Section 9.1: Upon the occurrence of any of the events of default listed in Article 8, CITY shall have the option to pursue anyone or more of the following remedies without notice or demand whatsoever:

9.1(a): Terminate this Agreement, in which event OPERATOR shall immediately surrender the Leased Premises to CITY. If OPERATOR fails to surrender the Leased Premises, CITY may, without prejudice to any other remedy which CITY may have for possession of the Leased Premises or arrearages in rent and without further notice or demand, enter upon and take possession of the Leased Premises and expel or remove OPERATOR and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim for damages therefor. OPERATOR shall pay to CITY on demand the amount of all loss and damages which CITY may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise,

9.1(b): Terminate this Agreement, in which event OPERATOR shall immediately surrender the Leased Premises to CITY. If OPERATOR fails to so surrender the Leased Premises, CITY may, without prejudice to any other remedy which CITY may have for possession of the Leased Premises or arrearages in rent and without further notice or demand, enter upon and take possession of the Leased Premises and expel or remove OPERATOR and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim for damages therefor. OPERATOR shall pay to CITY on the date of such termination damages in any amount equal to the excess, if any, of the total amount of all rental and other amounts to be paid by OPERATOR to CITY hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Agreement over the then fair market rental value of the Leased Premises for such unexpired portion of the term of this Agreement.

9.1(c): Enter upon and take possession of the Leased Premises without terminating this Agreement and without being liable for prosecution or for any claim for damages therefor, and expel or remove Operator and any other person who may be occupying the Leased Premises or any part thereof. CITY may (but shall not be required to) relet the Leased

Premises and receive the rent therefor. OPERATOR agrees to pay to CITY monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of reletting shall be subtracted from the amount of rent received under such reletting.

9.1(d): Enter upon the Leased Premises without terminating this Agreement and without being liable for prosecution or for any claim for damages therefor and do whatever OPERATOR is obligated to do under the terms of this Agreement. OPERATOR agrees to pay CITY on demand for expenses that CITY may incur in thus effecting compliance with OPERATOR's obligations under this Agreement, together with interest thereon at the rate of the lesser of the maximum lawful contractual rate of interest or eighteen percent (18) per annum from the date expended until paid. OPERATOR agrees to defend, indemnify and hold harmless CITY, its officials, officers, employees and agents, against and from all liability, costs, expense, claims and damages which it may at any time suffer or become liable for by reason of any accidents, damages or injuries to persons or property of OPERATOR or of any other parties, or to the Leased Premises, in any manner arising out of this Agreement, or the taking possession of the Leased Premises or reletting of same.

9.1(e): Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to CITY herein or of any damages accruing to CITY by reason of the violation of any of the terms, conditions and covenants herein contained. If any of OPERATOR's property ("OPERATOR Property") remains upon the Leased Premises upon the expiration of the Agreement term or any earlier termination of this Agreement or any repossession of the Leased Premises by CITY because of OPERATOR's default under this Agreement, CITY shall have the right to remove such OPERATOR Property from the Leased Premises and store such OPERATOR Property, and OPERATOR shall be obligated to reimburse CITY for all of the costs incurred by CITY in removing and storing such OPERATOR Property. CITY shall not be required to release any OPERATOR Property to OPERATOR until OPERATOR has paid CITY all costs incurred by CITY in removing and storing such OPERATOR Property and all other amounts owed by OPERATOR to CITY pursuant to this Agreement, including, without limitation, unpaid rental and costs incurred by CITY to repair the Leased Premises.

City shall have the option to terminate for breach of this Agreement prior to expiration of the primary term. The basis of the termination will be based off of the agreed upon improvements detailed in Section 9.1 (F) by the identified completion dates. Failure to comply with are grounds for default. In order to exercise the option for early termination of this Agreement, City shall give written notice of its intention to terminate one hundred eighty (180) days prior to the proposed termination date. Within 6 months of such termination the City shall pay to the Company the unamortized portion of the cost as established in Article 3 of the permanent structures and improvements constructed and installed there. That amortization is to be computed based on the number of months remaining on the lease from the date the Certificate of Occupancy is issued to the expiration date of the initial term of this agreement.9.1(f): REQUIRED SCHEDULE OF IMPROVEMENTS OF FBO FACILITIES: On or before the dates listed below, Lessee shall improve/repair, at its sole cost and expense, the current FBO Facilities. Improvements and repairs include but are not limited to:

(i) **Terminal Building** Operator shall complete the following no later than one year from the execution date of this agreement at an estimated cost of \$80,000.

- a. Replace flooring; 1291 sq. ft. with new modern and attractive carpet, wood, or tile.
- b. Replace deteriorated wallpaper; 4400 sq. ft. with new wall treatment.
- c. Replace baseboard; 502 ft. with new commercial office grade product.
- d. Replace ceiling; 1291 sq. ft.
- e. Construct new Reception/Front Sales Counter.
- f. Replace furniture, fixtures and appointments in lobby and meeting rooms.
- g. Coordination is required with City prior to work being done.
- h. 24-hour Pilot accessibility to lounge area and restrooms.

Note: The above improvements will benefit the airport and the entire City by bringing the dated terminal building up to modern attractive standards that reflect the progressive welcoming attitude of the City of Huntsville.

(ii) **T-Hangar** Operator shall be completed at the time of the existing improvements above are constructed and the completion of the runway extension.

- a. New 8 -unit T-Hangar Building of approximately 52 ft. in width and 278 ft. in length at an estimated cost of \$565,000 in location #1 as depicted on the included drawing exhibit "A".
- b. This hangar building will focus on the Single engine and light twin engine private and small business aircraft.

Note: This location will be outside the FBO lease agreement boundaries. This agreement secures a ground lease location.

(iii) **Corporate/Aviation Service Business Hangar.** Operator shall complete the following no later than two years from the execution date of this agreement.

- a. A new 80 ft. wide by 80 ft. deep hangar building at an estimated cost of \$420,000 in location #2 as depicted on the included drawing exhibit A. This hangar building will contain office/workshop space of at least 12 ft. by 12ft. as well as restroom facilities.
- c. This hangar will focus on housing a corporate/business turboprop or jet aircraft and flight department.
- d. This hangar could also be utilized to house multiple smaller aircraft or an aviation service company such as Aircraft Radio and Avionics Business, Aircraft Upholstery Shop, Aircraft Maintenance and Repair Facility or an additional Flight School.

(iv) **Multiple Unit Box Hangar Building** Operator shall complete the following no later than three years from the execution date of this agreement.

- a. New hangar building 45.5 ft. by 278 sq. ft. an estimated cost of \$750,000 in location #3 as depicted on the included drawing exhibit A.
- b. This hangar building will contain 5 separate individual hangar units measuring 55.5 ft. wide by 45.5 ft. deep.
- c. This hangar will focus on larger single engine and multi engine aircraft. The individual units could also be used for multiple small aircraft.

(v) **Additional Corporate/Aviation Service Business Hangars.** Operator shall be completed at the time of the existing improvements above are constructed and the completion of the runway extension. Hangar 5 will be constructed upon occupancy of hangar 4 and hangar 6 will be constructed upon occupancy of hangar 5.

- a. New hangar buildings 100 ft. by 100 ft. each will be constructed in Locations #4,5 & 6 as depicted on the included drawing exhibit A. An estimated cost of \$1,260,000.
- b. The focus of these hangars will be corporate Jets and their associated flight departments. The demand for these hangars may increase with the longer runway that is planned for the Huntsville Airport as the current runway length is marginal for corporate jet aircraft. These hangars will also contain offices and full restroom facilities with showers.

(vi) **Self Service Aviation Fueling Facility** Operator shall complete the placement of a self-service aviation fueling station by the time the existing improvements above are constructed and the completion of the runway extension. The city will identify the location for this facility.

- a. a complete aviation fueling facility that includes required paving, tanks, dispensing equipment and appurtenances.
- b. shall install and maintain at OPERATOR'S expense, fuel storage areas and equipment for the purpose of providing self-service fuel to transient and local aircraft which includes the sale and in-to-plane delivery of recognized brands of aviation fuels and other petroleum products.
- c. shall describe any program that will provide the Airport with a minimum of 1500-gallon 100LL fuel tank refueler. Included with the proposal include a detailed description of ongoing repair and maintenance programs.
- d. Operator must be open to the opportunity of an additional fuel type as recommended by the Airport Advisory Board and Airport Manager as the need arises.
- e. System shall include a nationally recognized credit card program, card reader and provide as needed support.

ARTICLE 10

Default by CITY

Section 10.1: No default by City hereunder shall constitute an eviction or disturbance of OPERATOR's use and possession of the Leased Premises or render CITY liable for damages or entitle OEPRATOR to be relieved from any of OPERATOR's obligations hereunder (including the obligation to pay rent) or grant OEPRATOR any right of deduction, abatement, set-off or recoupment or entitle OEPRATOR to take any action whatsoever with regard to the Leased Premises or CITY until thirty (30) days after OPERATOR has given CITY written notice specifically setting forth such default by CITY, and CITY has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) day period then within an additional reasonable period of time so long as CITY has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default.

ARTICLE 11

Title to Improvements

Section 11.1: The CITY solely owns the Leased Premises. Any and all improvements made to the Leased Premises by OPERATOR shall become the property of CITY upon the expiration or termination of this Agreement; provided, however if OPERATOR is not then in default hereunder, OPERATOR shall have the right to remove all personal property, equipment, or trade fixtures owned by OPERATOR from the Leased Premises, but OPERATOR shall be required to repair any damage to the Leased Premises caused by such removal in a good and workmanlike manner and at OPERATOR's sole cost and expense. If OPERATOR fails or refuses to remove any or all of OPERATOR's personal property, equipment, and trade fixtures from the Leased Premises on or before the date of the termination of this Agreement, the items which OPERATOR has failed or refused to remove: (i) shall be considered abandoned by OPERATOR, (ii) shall become the property of CITY, and (iii) may be disposed of by CITY in any manner desired by CITY in CITY's unfettered discretion.

ARTICLE 12

Section 12.1 : OPERATOR agrees that no liens of any kind will be filed against the Leased Premises. OPERATOR agrees to defend, indemnify and hold CITY harmless of and from all liability arising out of the filing of any liens against the Leased Premises by reason of any act or omission of OPERATOR or anyone claiming under OPERATOR, and CITY, at CITY's option, may satisfy such liens and collect the amount expended from OPERATOR together with interest at a rate of 10 per annum as additional rent; provided, however, that CITY shall not so satisfy such liens until thirty (30) days after written notification to OPERATOR of CITY's intention to do so and OPERATOR's failure during such thirty (30) day period to bond such liens or escrow funds with appropriate parties to protect CITY's interest in the Leased Premises.

ARTICLE 13

Property Taxes and Assessments

Section 13.1 : OPERATOR agrees to pay any and all property taxes, if any, assessed against OPERATOR's personal property located on the Leased Premises or in Hangars during the term of this Agreement. The operator will not be liable for property taxes on real property or buildings owned by the CITY.

ARTICLE 14

Hold Over

Section 14.1: Should OPERATOR, or any of OPERATOR's successors in interest fail to surrender the Leased Premises, or any part thereof, on the expiration of the term of this Agreement, such holding over shall constitute a tenancy from month to month only terminable at any time by either CITY or OPERATOR after thirty (30) days prior written notice to the other, at a monthly rental equal to two hundred percent (200) of the rent paid for the last year of the term of this Agreement, divided by twelve (12).

ARTICLE 15

Waiver of Default

Section 15.1: No waiver by the parties hereto of any default or breach of any term, condition or

covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

ARTICLE 16

Assignment of Lease

Section 16.1: The Agreement and lease herein granted shall not be assigned by OPERATOR to any person, firm or corporation without prior written approval by CITY and CITY may not unreasonably withhold such approval including any assignment described below in Section 16.2.

Section 16.2: ; For purposes of collateral in financing construction of improvements as authorized herein upon the part of OPERATOR, OPERATOR may assign said Agreement and lease to a bank or lending institution and, provided further, that OPERATOR'S financing assignee shall not further assign said Agreement and lease without prior notification to CITY of such subsequent assignment.

ARTICLE 17

Control of Airfield and Airspace

Section 17.1: The CITY reserves the right to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the OPERATOR without interference or hindrance.

Section 17.2: The CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the OPERATOR from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE 18

NOTIFICATIONS

Section 18.1: Any notifications required by this Agreement shall be given in writing as follows:

TO THE
CITY:

Director of
Development Services
City of Huntsville
448 State Highway 75
North
Huntsville, Texas 77320
(936) 294-5700

With a copy
to:

City Manager
City of Huntsville
1212 Avenue M
Huntsville, Texas
77340
(936) 291-5400

TO THE
OPERATOR:

Huntsville Aviation,
Inc.
1100 Airport Drive
Huntsville, Texas
77340
(936) 295-8136
Attn: Wade Gillaspie, Jr.,
President

ARTICLE 19

Non-Exclusive Lease

Section 19.1: Notwithstanding anything herein contained that may be or appeared to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the CITY herein reserves the right to grant similar privileges to another operator or operators on other parts of the Airport.

ARTICLE 20

Miscellaneous

Section 20.1: Independent Contractor: It is understood and agreed that in leasing and operating the Leased Premises, OPERATOR is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of CITY.

Section 20.2: Force Majeure: In the event performance by CITY or OPERATOR of any term, condition or covenant in this Agreement is delayed or prevented by an Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of CITY or OPERATOR, the period for performance of such term, condition or covenant shall be extended for a period equal to the period CITY or OPERATOR is so delayed or hindered.

Section 20.3: Exhibits: All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied verbatim herein.

Section 20.4: Captions: The captions or headings or paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

Section 20.5: Successors: The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of CITY under this Agreement, including, but not limited to, any notices required or permitted to be delivered by CITY to OPERATOR hereunder, may, at CITY's option, be exercised or performed by CITY's agent or attorney.

Section 20.6: Severability: If any provision in this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Section 20.7: Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 20.8: Governing Law and Venue: This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement; and CITY and OPERATOR both irrevocably agree that venue for any dispute concerning this Agreement or any of the transactions contemplated

herein shall be in any court of competent jurisdiction in Walker County, Texas.

Section 20.9: Time of Essence: Time is of the essence in the payment and performance of the duties and obligations imposed upon CITY and OPERATOR by the terms and conditions of this Agreement.

Section 20.10: Survival: All duties and obligations imposed upon CITY and OPERATOR by the terms and conditions of this Agreement shall survive the termination or expiration of this Agreement until paid or performed.

Section 20.11: Corporate Execution: If OPERATOR is a corporation or if this Agreement shall be assigned by OPERATOR to a corporation or if OPERATOR sublets all or a portion of the Leased Premises to a corporation, such corporation hereby agrees to execute and deliver to CITY from time to time during the term of this Agreement such instruments as CITY may reasonably request to evidence: (i) the authority of such corporation to transact business in the State of Texas; and (ii) the authority of the officers of such corporation to execute this Agreement or other documents executed in connection with this Agreement.

Section 20.12: Attorney's Fees: If, on account of any breach or default by CITY or OPERATOR of their respective obligations under this Agreement, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, and should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

Section 20.13: Entire Agreement and Amendments: This Agreement embodies the entire agreement between CITY and OPERATOR and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this Agreement, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

City of Huntsville, TX

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Huntsville Aviation, Inc.

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Exhibit "A"





CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 2.b.

Agenda Item: Consider authorizing the City Manager to award the construction contract for the 12" Water Line on the IH-45 Segment 2A Utility Relocation Project in Huntsville Texas.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: To authorize the City Manager to award the construction contract for the existing 12" Water Line on the IH-45 Segment 2A Utility Relocation Project in Huntsville Texas.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City has several waterline and sanitary sewer line segments within the TxDOT right-of-way in the IH-45 Segment 2A widening project limit that needed to be relocated to remove potential conflicts with highway construction and to provide necessary clearances to the new roadway surface.

The City's utility relocation design consists of up-upsized waterlines and sanitary sewer lines in several locations. The upsizing is necessary to accommodate anticipated future growth.

The cost of utility relocation design and construction for all relocations with similar sizes and types to the existing ones is 100% reimbursable from TxDOT to the City. Upsizing water and sewer lines of the City's choice to accommodate future growth will be considered as "Elective Betterment" by TxDOT, and the increased cost for such upsizing should be met by the City.

This agenda item is pertaining to the construction of the Additional Service of IH-45 Segment 2A Utility Relocations which was constructed in 2022. Jacobs (TxDOT Engineer) revised their drainage plans that created a new conflict which was not included in the original construction drawings. TxDOT prefers that the City complete the design revision and construction of this last conflict as soon as possible and has confirmed that all costs associated with the design and construction will be reimbursed 100% by TxDOT.

Four (4) bids were received for this construction project:

- | | |
|-------------------------|--------------|
| • 5-T Utilities, Inc. | \$507,455.49 |
| • Persons Service Corp. | \$696,062.50 |
| • TLC Construction. | \$962,427.44 |
| • Aranda Industries. | \$994,785.00 |

A 10% contingency (\$50,746.00) will be added to the construction for the budget purpose for a total of \$558,201.00.

Previous Council Action:

1. The City Council approved the Engineering agreement with RPS Infrastructure, Inc. in the amount of \$183,685.00 at the August 7, 2018, meeting.
2. Amendment A to the original RPS agreement was approved in the amount of \$166,700.00 at the February 19, 2019, meeting.
3. Amendment B to the original RPS agreement was approved in the amount of \$266,291.70 at the September 1, 2020, meeting.
4. The City Council authorized the City Manager to enter into a Utility Agreement with TxDOT for cost reimbursement at the October 6, 2020, meeting.
5. The City Council authorized the City Manager to award the construction for IH-45 Segment 2A Utility Relocation Project – Project No. 18-03-01 in the amount of \$5,615,884.06 at the December 1, 2020, meeting.
6. The City Council authorized the City Manager to execute Change Order Number 2 in the amount of \$451,579.43 at the March 1, 2022, meeting.
7. The City Council authorized the City Manager to execute Additional Services (Amendment D) in the amount of \$69,900.00 at the October 4, 2022, meeting.
8. The City Council authorized the City Manager to execute Additional Service (Amendment E) in the amount of \$137,100.00 at the October 17, 2023, meeting.

Financial Implications: In the amount of: \$558,201.00

Approvals:

Kathlie Jeng-Bulloch
Leonard Schneider
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

1. Jeng-Bulloch City of Huntsville Bid Tab and Award IH-45 Segment 2A-Conflict A 02.20.24 MM
2. Conflict 1680 WL_Bid Tabulation 02212024
3. Conflict A Map

February 20, 2024

Dr. Kathlie S. Jeng-Bullock, P.E., D.WRE, CFM
City Engineer
City of Huntsville
448 SH 75 N
Huntsville, TX 77320

Re: Bid Tabulation and Recommendation of Award for
IH-45 Segment 2A-Conflict A
City of Huntsville Project No. 18-03-01
RPS Project No. 008324

Dear Ms. Jeng-Bullock:

On behalf of the City of Huntsville, we received four (4) bids on February 12th for the construction of the above-referenced project. A Bid Tabulation was prepared and is attached for your reference. As indicated in the attached bid tabulation, 5-T Utilities, Inc. was the lowest bidder with a base bid price of \$507,455.49.

The engineer's estimate of \$470,430.00 was 8% lower than the lowest bid price. The bid distribution varies a lot with the second bidder being \$696,062.50 or 37% higher than the low bid. We believe this is due to the complexity of this type of work, the tight work area, and working within TxDOT right-of-way. 5-T Utilities has experience with this type of relocation which minimizes their risk.

There was a miscommunication as part of Addendum No. 2. Some bidders utilized the old quantity sheet that did not reflect the final quantities. We have updated the attached bid tabulation to reflect final quantities using the unit costs provided in the bid.

We have ranked the Contractor's bid prices from lowest bid to highest bid in Table 1 below:

Table 1 – Base Bid Rankings

No. 1	\$ 507,455.49	5-T Utilities, Inc.
No. 2	\$ 696,062.50	Persons Service Corp.
No. 3	\$ 962,427.44	TLC Construction
No. 4	\$994,785.00	Aranda Industries

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, CFM
February 20, 2024
RPS Project No. 008324

Bid documents submitted by 5-T Utilities, Inc. are in order. RPS contacted the enclosed references and received positive feedback in regard to schedule and quality of work. 5-T Utilities, Inc. has successfully completed IH-45 Segment 2A work and has successfully finished similar projects for the City of Huntsville.

Based on our evaluation, the lowest bidder appears to be responsible and responsive. We recommend that the contract be awarded to the low bidder, 5-T Utilities, Inc.

We appreciate the opportunity to work on this project and look forward to continuing to work with you during the construction phase. If you have any questions or require additional information, please call me or Neha Raval, P.E. at 512-685-0724.

All construction costs are 100% reimbursable by TxDOT.

Sincerely,



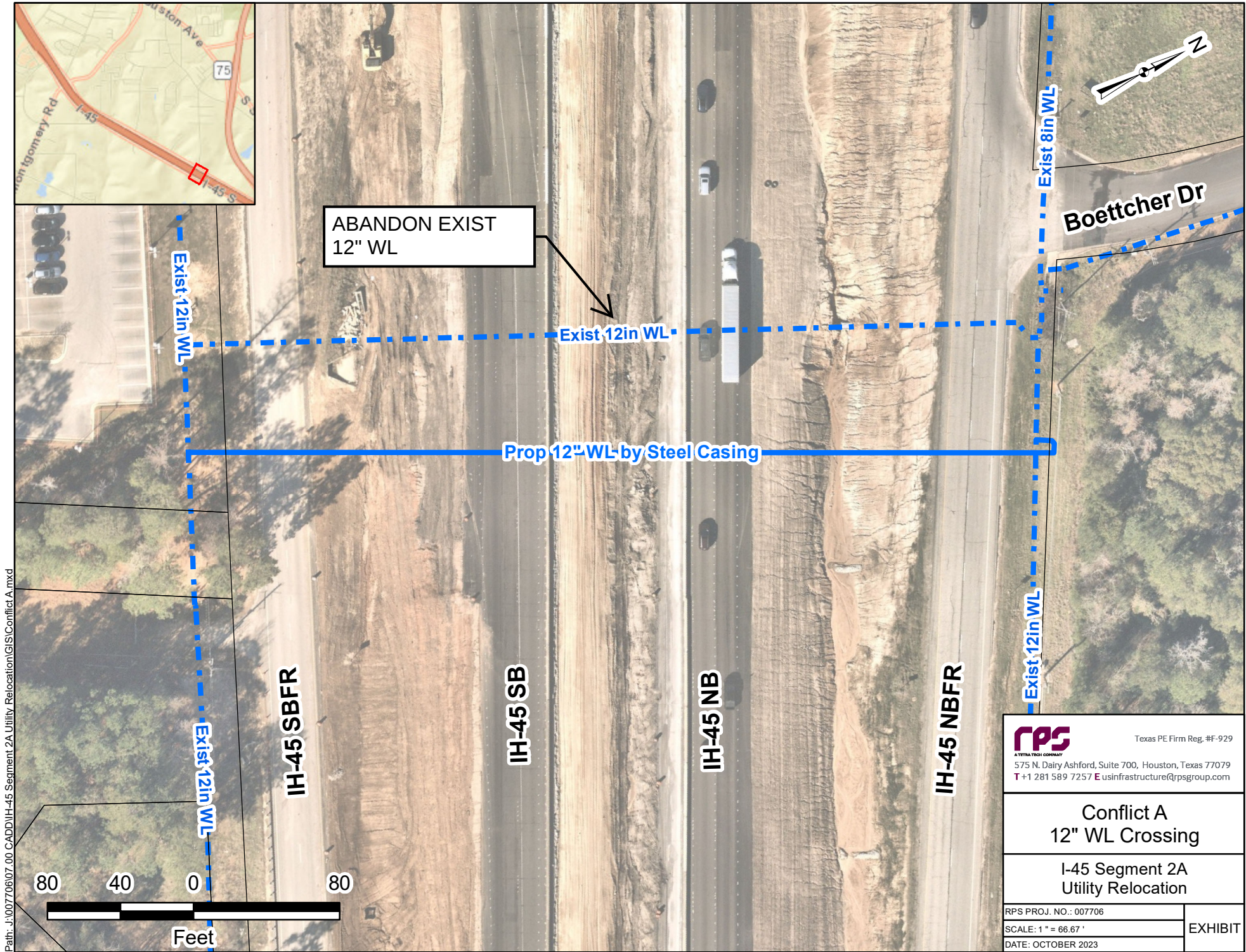
Mike McClung, PE, CFM, ENV SP
Director, Water Business Unit

MM:ng

Enclosures



EOR Estimate						5-T Utilities		Persons Service Corp		TLC Construction		Aranda Industries		
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	02200	Mobilization	PCT	5	\$ 22,405.00	\$ 22,405.00	\$ 33,000.00	\$ 33,000.00	\$ 6,724.00	\$ 33,620.00	\$ 9,630.00	\$ 48,150.00	\$ 905,000.00	\$ 45,250.00
2	02921	Hydroseeding and Fibermulch	SY	128	\$ 1.00	\$ 128.00	\$ 61.00	\$ 7,808.00	\$ 51.00	\$ 6,528.00	\$ 44.00	\$ 5,632.00	\$ 50.00	\$ 6,400.00
3	01555	Traffic Control	MO	2	\$ 12,000.00	\$ 24,000.00	\$ 11,375.00	\$ 22,750.00	\$ 5,714.00	\$ 11,428.00	\$ 50,845.00	\$ 101,690.00	\$ 30,000.00	\$ 60,000.00
4	01560	Trench Safety Systems (All Depths)	LF	304	\$ 25.00	\$ 7,600.00	\$ 80.76	\$ 24,551.04	\$ 1.00	\$ 304.00	\$ 31.00	\$ 9,424.00	\$ 1.00	\$ 304.00
5	01560	Trench Safety Systems for Auger Pits	EA	3	\$ 20,000.00	\$ 60,000.00	\$ 13,500.00	\$ 40,500.00	\$ 5,797.00	\$ 17,391.00	\$ 65,875.00	\$ 197,625.00	\$ 10,000.00	\$ 30,000.00
6	01561	Ground Water Control	LF	278	\$ 50.00	\$ 13,900.00	\$ 77.50	\$ 21,545.00	\$ 2.00	\$ 556.00	\$ 44.00	\$ 12,232.00	\$ 5.00	\$ 1,390.00
7	01574	Reinforced Filter Fabric Barrier	LF	297	\$ 5.00	\$ 1,485.00	\$ 12.75	\$ 3,786.75	\$ 6.00	\$ 1,782.00	\$ 4.00	\$ 1,188.00	\$ 3.00	\$ 891.00
8	01570	Rock Filter Dam	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 1,275.00	\$ 5,100.00	\$ 3,910.00	\$ 15,640.00	\$ 3,313.00	\$ 13,252.00	\$ 50.00	\$ 200.00
9	01570	Stabilized Construction Access	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 2,695.00	\$ 5,390.00	\$ 4,104.00	\$ 8,208.00	\$ 4,063.00	\$ 8,126.00	\$ 50.00	\$ 100.00
10	02516	Cut, Plug, and Abandon Water Line	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 1,875.00	\$ 11,250.00	\$ 3,060.00	\$ 18,360.00	\$ 1,438.00	\$ 8,628.00	\$ 10,000.00	\$ 60,000.00
11	02516	Grout for Water Lines	CY	6.46	\$ 1,200.00	\$ 7,752.00	\$ 1,125.00	\$ 7,267.50	\$ 1,925.00	\$ 12,435.50	\$ 1,814.00	\$ 11,718.44	\$ 1,500.00	\$ 9,690.00
12	02516	Remove Existing Water Line (including 30" Steel Casing)	LF	252	\$ 40.00	\$ 10,080.00	\$ 44.00	\$ 11,088.00	\$ 95.00	\$ 23,940.00	\$ 74.00	\$ 18,648.00	\$ 50.00	\$ 12,600.00
13	02510	12" Water Line, PVC, Open-Cut	LF	26	\$ 100.00	\$ 2,600.00	\$ 138.00	\$ 3,588.00	\$ 269.00	\$ 6,994.00	\$ 399.00	\$ 10,374.00	\$ 500.00	\$ 13,000.00
14	02445	** 30" Bore & Steel Encasement	LF	464	\$ 450.00	\$ 208,800.00	\$ 479.00	\$ 222,256.00	\$ 894.00	\$ 414,816.00	\$ 875.00	\$ 406,000.00	\$ 1,000.00	\$ 464,000.00
15	02510	12" Water Line,PVC C900, Restrained-Joint, Installed in 30" Steel Casing	LF	464	\$ 120.00	\$ 55,680.00	\$ 130.55	\$ 60,575.20	\$ 120.50	\$ 55,912.00	\$ 141.00	\$ 65,424.00	\$ 515.00	\$ 238,960.00
16	02510	12"x45° Bend	EA	8	\$ 1,500.00	\$ 12,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,328.00	\$ 10,624.00	\$ 1,079.00	\$ 8,632.00	\$ 1,500.00	\$ 12,000.00
17	02512	**12"x12" TS&V	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 7,500.00	\$ 15,000.00	\$ 28,762.00	\$ 57,524.00	\$ 17,842.00	\$ 35,684.00	\$ 20,000.00	\$ 40,000.00
					COST:	\$ 470,430.00	COST:	\$ 507,455.49	COST:	\$ 696,062.50	COST:	\$ 962,427.44	COST:	\$ 994,785.00





CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 3.a.

Agenda Item: Consider the appointments to the City of Huntsville Boards and Commissions for vacant board positions.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Move to appoint Board and Commission members as presented.

Strategic Initiative: Goal #5, Resource Development - Enhance the quality of life for citizens, businesses and visitors by leveraging the human and fiscal resources available to the community.

Discussion: Please see the attached list for appointments to the City of Huntsville Boards and Commissions. Positions on these Boards and Commissions are vacant or expired and need to be filled or reappointed.

Previous Council Action:

Financial Implications:

Approvals:

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. Board Appointments 03-05-2024



CITY OF HUNTSVILLE
BOARD AND COMMISSION APPOINTMENTS/REAPPOINTMENTS

BOARD NAME	SEAT #	APPOINT/ REAPPOINT	BOARD MEMBER	TERM EXPIRES
HGAC				
	Alternate	Appoint	Vicki McKenzie	
Tourism Advisory Board				
	3	Appoint	Deanna Irwin	8/31/2025



CITY COUNCIL AGENDA

3/5/2024

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Sections 55.071 and 551.072 to receive legal advice and to deliberate the purchase, exchange, lease, or value of real property.

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

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information: