

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 4, 2025**

**REGULAR SESSION 6:00 P.M. - Main Conference Room**

**City of Huntsville Service Center Complex, 448 Highway 75 N, Huntsville, Texas, 77320**

**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.**

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**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.***

**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 18, 2025, Regular City Council Meeting.  
Kristy Doll, City Secretary
- b. Consider adoption of Ordinance No. 2025-10 to amend the budget for FY 24 - 25 and/or CIP Project Budgets.  
Lance Hall, Assistant Finance Director
- c. Consider authorizing the City Manager to approve a Co-operative "Piggyback Agreement" with Corpay Technologies Operating Company, LLC (formerly known as "FleetCor Technologies Operating Company, LLC") for Fuel Card Services and Related Products for off-site point-of-sale fueling of City vehicles for an initial term until April 30, 2026.  
Lance Hall, Assistant Finance Director
- d. Consider authorizing the City Manager to award the contract for Heating, Ventilation, and Air Conditioning (HVAC) services.  
Penny Joiner, Director of Parks and Leisure
- e. Consider adopt Resolution No. 2025-08, adopting the Walker County Hazard Mitigation Plan 2024 Update.  
Greg Mathis, Fire Chief

**2. STATUTORY AGENDA**

- a. Consider approving an Interlocal Agreement between the Trinity River Authority and the City of Huntsville.

Brent Sherrod, Public Works Director

- b. Consider adopting Ordinance No. 2025-9, the Third Supplemental Ordinance to the Master Ordinance Establishing the City of Huntsville, Texas Utility System Revenue Financing Program.  
Lance Hall, Assistant Finance Director
- c. **Second Reading** - Consider Ordinance No. 2025-6, an ordinance of the City Council of the City of Huntsville, Texas, amending the Zoning District Map of the City of Huntsville, Texas, to change the Zoning District classification for property adjacent to Veterans Memorial Parkway and Smither Drive on approximately 708.866-acre tracts located on Walker County Property ID #11382, 45683, 11417, 45685, 42930, 45678, 21344, 15912, 20702, 69467, 20703, 38208, 17467, and 45680, also known as the Legacy Pines Planned Development from Mixed Use to Planned Development (Huntsville Planned Development-3) and approve the Planned Development Design Standards.  
Layne Yeager, City Planner/Airport Manager
- d. Consider approving an Agreement to Construct Public Improvements with Ranier & Son Development Company, LLC, to construct a Water Distribution and Wastewater Collection System in the ETJ for the Sterling Ridge Phase 5 Project.  
Kathlie Jeng-Bulloch, City Engineer

### **3. CITY COUNCIL/MAYOR/CITY MANAGER**

- a. Consider collaborating with Sam Houston State University and Pierce Manufacturing to introduce a uniquely branded fire truck to serve our City and community.  
Casey Cox, Councilmember Ward 2  
Bert Lyle, Councilmember At-Large Position 1  
Vicki McKenzie, Councilmember At-Large Position 3

### **4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA**

### **5. ITEMS OF COMMUNITY INTEREST**

### **6. EXECUTIVE SESSION**

### **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: February 28, 2025

*Kristy Doll*

TIME OF POSTING: 10:00 a.m.

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Kristy Doll, City Secretary

TAKEN DOWN:



## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 1.a.

**Agenda Item:** Consider approving the Minutes from the February 18, 2025, Regular City Council Meeting.

**Initiating Department/Presenter:** City Secretary

**Presenter:**

Kristy Doll, City Secretary

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**Recommended Motion:** Motion to approve the Minutes from the February 18, 2025, Regular City Council Meeting.

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**Strategic Initiative:**

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**Discussion:**

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**Previous Council Action:**

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**Financial Implications:**

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**Approvals:**

Leonard Schneider

Sam Masiel

Kristy Doll

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**Associated Information:**

1. City Council Meeting Minutes 2-18-2025

**HUNTSVILLE CITY COUNCIL MINUTES REGULAR MEETING HELD ON THE 18TH DAY OF FEBRUARY 2025 AT 6:00 P.M. AT THE CITY OF HUNTSVILLE SERVICE CENTER COMPLEX, LOCATED AT 448 HIGHWAY 75, IN THE CITY OF HUNTSVILLE, WALKER COUNTY, TEXAS.**

**The City Council met in a regular session with the following:**

**COUNCILMEMBERS PRESENT:** Mayor Humphrey, Mayor Pro Tem 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:**

**OFFICERS PRESENT:** Sam Masiel, Interim City Manager; Kristy Doll, City Secretary, Leonard Schneider, City Attorney

**OFFICERS ABSENT:**

**MAIN SESSION CALL TO ORDER**

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

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

Mayor Humphrey gave the invocation and Councilmember Cox led the pledges.

**PROCLAMATION**

**PRESENTATIONS**

- a. **Receive a presentation from Downtown Strategies on the Downtown 5-Year Action Plan.  
Sam Masiel, Interim City Manager**

Citizen comments heard from Pamela Conner, current President of the Huntsville Downtown Business Alliance for Public Comment.

Jenn Gregory, President of Downtown Strategies at their company Retail Strategies gave a presentation on the Huntsville Downtown 5-Year Action Plan.

**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 Minutes from the February 4, 2025, Special City Council Meeting.  
Kristy Doll, City Secretary**
- b. **Consider approving the Minutes from the February 4, 2025, Regular City Council Meeting.  
Kristy Doll, City Secretary**

- c. **Consider adoption of Ordinance 2025-8 to amend the budget for FY 24-25 and/or CIP Project budgets.**  
**Steve Ritter, Finance Director**
- d. **Consider authorizing the City Manager to award the purchase of Vegetative Debris Grinding Services.**  
**Kim Kembro, Asst. Public Works Director**
- e. **Consider ratifying the award of a contract for the emergency purchase of sewer bypass pumping equipment.**  
**Kim Kembro, Asst. Public Works Director**
- f. **Consider authorizing the City Manager to renew Stop-Loss coverage for 2025.**  
**Brian Beasley, HR Director**
- g. **Consider approving a first amendment to the Agreement to Construct Public Improvements with BTR Advisors, LLC.**  
**Kathlie Jeng-Bulloch, City Engineer**
- h. **Consider approving an Agreement to Construct Public Improvements with BTR Advisors, LLC for the construction of Sidewalks for the Project The Reserve at Huntsville.**  
**Kathlie Jeng-Bulloch, City Engineer**

Consent Agenda Item 1.h. was moved from the Consent Agenda to the Statutory Agenda for consideration.

- i. **Consider Resolution 2025-07 designating authorized signatories for the contractual documents pertaining to the Community Development Block Grant Mitigation (CDBG-MIT) Resilient Communities Program through the General Land Office.**  
**Kathlie Jeng-Bulloch, City Engineer**

Councilmember Vicki McKenzie made a motion to approve Consent Agenda Items a. through i. excluding Item h. 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

## **2. STATUTORY AGENDA**

- 1.h.**Consider approving an Agreement to Construct Public Improvements with BTR Advisors, LLC for the construction of Sidewalks for the Project The Reserve at Huntsville.**  
**Kathlie Jeng-Bulloch, City Engineer**

Councilmember Vicki McKenzie made a motion to approve the Agreement to Construct Public Improvement, Sidewalks, between the City of Huntsville and BTR Advisors, LLC regarding for the Project known as The Reserve at Huntsville, Project PD #2021-10-03. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- a. **Consider authorizing the City Manager to enter into an agreement for professional engineering services for the FY24-25 CIP AJ-09 Basin Replacement Design Project.**  
**Kathlie Jeng-Bulloch, City Engineer**

Councilmember Vicki McKenzie made a motion to authorize the City Manager to enter into an agreement with

LJA Engineering for professional engineering services for the FY24-25 CIP AJ-09 Basin Gravity Sanitary Sewer Replacement Project in the amount of \$382,500. This authorization is only for part of the Basic Services. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None.

- b. First Reading - Consider Ordinance 2025-6, an ordinance of the City Council of the City of Huntsville, Texas, amending the Zoning District Map of the City of Huntsville, Texas, to change the Zoning District classification for property adjacent to Veterans Memorial Parkway and Smither Drive on approximately 708.866-acre tracts located on Walker County Property ID #11382, 45683, 11417, 45685, 42930, 45678, 21344, 15912, 20702, 69467, 20703, 38208, 17467, and 45680, also known as the Legacy Pines Planned Development from Mixed Use to Planned Development (Huntsville Planned Development-3) and approve the Planned Development Design Standards.**

First reading, no action taken

### **3. CITY COUNCIL/MAYOR/CITY MANAGER**

- a. Consider Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives Set-Aside (TA) Program Call for Projects.**  
**Sam Masiel, Interim City Manager**

County Commissioner Bill Daugette gave a presentation on the 2025 TxDOT Transportation Alternatives Project grant.

Councilmember Vicki McKenzie made a motion to approve the City of Huntsville's partnership with Walker County to support the 2025 TxDOT Transportation Alternatives Project grant. 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

- b. Consider adopting Resolution No. 2025-05 to support Walker County's application for the USDA Community Wildfire Defense Grant and to collaborate on the development and implementation of the project if selected.**  
**Russell Humphrey, Mayor**

County Judge Colt Christian gave a presentation on the USDA Community Wildfire Defense Grant and collaboration on development and project implementation.

Councilmember Bert Lyle made a motion to adopt Resolution No. 2025-05 for the City of Huntsville to support Walker County's application for the USDA Community Wildfire Defense Grant and to collaborate on the development and implementation of the project if selected. 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

- c. Consider adopting Resolution No. 2025-06 to support Walker County and legislation for the Constable to enforce commercial motor vehicle laws.**  
**Russell Humphrey, Mayor**

County Judge Colt Christian gave a presentation on Constables enforcing commercial motor vehicle laws.

Councilmember Tore Fossum made a motion to adopt Resolution No. 2025.06 to support Walker County and

its legislation that allows Constables to enforce commercial motor vehicle laws. The motion was seconded by Councilmember Anissa Antwine. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- d. Receive a Strategic Plan Update.**  
**Sam Masiel, Interim City Manager**

#### **4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA**

None

#### **5. ITEMS OF COMMUNITY INTEREST**

Councilmembers announced Items of Community Interest.

#### **6. EXECUTIVE SESSION**

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice and Chapter 551, Section 551.087 for deliberation regarding economic development negotiations - Zinc Point and Rock MFG, LLC and Project Carve.**  
**Tammy Gann, Director of Economic Development**
- b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on personnel matters involving Municipal Court and Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Municipal Court Prosecutor.**  
**Russell Humphrey, Mayor**
- c. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on personnel matters involving Charter Officers and 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.**  
**Russell Humphrey, Mayor**
- d. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on Case No. 2431382; Gregory Frank v. Darryle Slaven, Chief of Police and the City of Huntsville, Texas.**  
**Leonard Schneider, City Attorney**

City Council convened into Executive Session at 8:59 p.m.

#### **7. RECONVENE**

City Council reconvened from Executive Session at 10:03 p.m.

Councilmember Vicki McKenzie made a motion to authorize the City Manager to extend the compliance date of the 380 Agreement with Weatherford to December 31, 2026. 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

Councilmember Vicki McKenzie made a motion to instruct Staff to enforce the 380 Agreement with Rock Mfg. 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

Councilmember Vicki McKenzie made a motion to authorize the appointment of Cody Corcoran as Municipal Court Prosecutor at the same compensation as the previous Municipal Court Prosecutor and subject to an executed contract. 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

Councilmember Vicki McKenzie made a motion to approve and ratify the employment agreement negotiated with Scott Swigert, the new City Manager. 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

Councilmember Vicki McKenzie made a motion to approve the hiring of attorney Ray Viada to represent the City and Chief Darryle Slaven in Cause number 2431382, 12th Judicial Court, Walker County, Texas. 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 10:07 p.m.

**ATTEST:**

**CITY OF HUNTSVILLE**

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**Kristy Doll, City Secretary**

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**Russell Humphrey, Mayor**



## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 1.b.

**Agenda Item:** Consider adoption of Ordinance No. 2025-10 to amend the budget for FY 24 - 25 and/or CIP Project Budgets.

**Initiating Department/Presenter:** Finance

**Presenter:**

Lance Hall, Assistant Finance Director

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**Recommended Motion:** Move to adopt Ordinance No. 2025-10 to amend the budget for FY 24 - 25 and/or CIP Project Budgets

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

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**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 18, 2025 meeting.

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**Previous Council Action:** No previous Council action

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

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**Approvals:**

Steve Ritter

Sam Masiel

Kristy Doll

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**Associated Information:**

1. ORDINANCE 25-10 to amend budget
2. BAs Library SRF Contribution & Arts Contr



**ORDINANCE NO. 2025-10**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2024-2025 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2024-24 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2024-2025 Annual Budget and CIP Budgets were adopted by Ordinance 2024-24 on September 17, 2024;

**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 2024 – 2025 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 2024 – 2025 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 2024 – 2025 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 4<sup>th</sup> day of March 2025.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Russell Humphrey, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Kristy Doll, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <h2 style="margin: 0;">Budget Amendments FY 24-25</h2> <h3 style="margin: 0;">City Council - March 4, 2025</h3> |
|-----------------------------------------------------------------------------------------------------------------|

**Exhibit A**

|                                                  |    |        |
|--------------------------------------------------|----|--------|
| Increase: Library SRF -Purchases -Special Monies | \$ | 17,000 |
| Decrease: Library SRF -Fund Balance              | \$ | 17,000 |

|              |                                                                                                                                                                                                                                                                                                               |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Explanation: | <p>The estate of Wm. Kutzschbach made a donation to the Huntsville Public Library on September 12, 2024 in the amount of \$25,667. The library is ready to purchase items with the donated funds. Approval of this budget amendment allows for the use of the contribution to make the desired purchases.</p> |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                        |    |       |
|------------------------------------------------------------------------|----|-------|
| Increase: Arts & Visitors Center SRF -Cultural Services -Event Funding | \$ | 1,500 |
| Increase: Arts & Visitors Center SRF -Contributions                    | \$ | 1,500 |

|              |                                                                                                                                                                                                                                                         |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Explanation: | <p>In October 2024, the Wynne Home Arts Center received a \$1,500 check from Entergy for the Empty Bowls event held at the Wynne Home. This budget amendment will allow the Wynne Home to use the funds for costs related to the Empty Bowls event.</p> |
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## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 1.c.

**Agenda Item:** Consider authorizing the City Manager to approve a Co-operative “Piggyback Agreement” with Corpay Technologies Operating Company, LLC (formerly known as “FleetCor Technologies Operating Company, LLC”) for Fuel Card Services and Related Products for off-site point-of-sale fueling of City vehicles for an initial term until April 30, 2026.

**Initiating Department/Presenter:** Finance

**Presenter:**

Lance Hall, Assistant Finance Director

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**Recommended Motion:** Consider authorizing the City Manager to approve a Co-operative “Piggyback Agreement” with Corpay Technologies Operating Company, LLC (formerly known as “FleetCor Technologies Operating Company, LLC”) for Fuel Card Services and Related Products for off-site point of sale fueling of City vehicles for an initial term until April 30, 2026, with three (3) additional one-year periods.

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

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**Discussion:** The City has utilized the Fuelman fuel card system for off-site point-of-sale fuel purchases for City vehicles since June 2016. The Fuelman system was identified by staff at that time as the best value to the City, particularly in reporting capabilities. The latest Fuelman version now offers real-time notification alerts to appropriate City management personnel to alert them to potential fraud or misuse activity, such as fuel volume exceeding tank capacity, vehicle exceeding its daily fuel and/or transaction limit (there is a notification menu of 24 such alert filters from which City management personnel can select).

The Corpay Technologies Operating Company, LLC fuel card system is available through a competitively bid cooperative purchasing program offered by ESC Region 19 Allied States Cooperative, of which the city is a member. The cooperative contract meets all Texas Local Government Code 252 requirements pursuant to competitive bidding by Texas municipalities. The terms of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through April 30, 2026, with the option to renew annually for up to three (3) additional years.

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**Previous Council Action:** City Council award of piggyback agreement with Corpay Technologies Operating Company, LLC (then FleetCor Technologies Operating Company, LLC) on April 21, 2020

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**Financial Implications:** 2024-2025 535,000

2025-2026 536,800

2026-2027 590,480

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2027-2028 649,528

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**Approvals:**

Steve Ritter

Leonard Schneider

Sam Masiel

Kristy Doll

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**Associated Information:**

1. COH Allied States Cooperative Agreement FINAL - Feb 2025
2. Contract

**CO-OPERATIVE “PIGGY-BACK” AGREEMENT**  
**Fuel Card Services**

This Co-Operative “Piggy-Back” Agreement for Fuel Card Services and Related Products (this “Piggyback Agreement” and together with the components set out in Article 12 (*Agreement Components and Order of Precedence*) the “Agreement”) is made by and between **Corpay Technologies Operating Company, LLC**, (formerly known as “FleetCor Technologies Operating Company, LLC”) (herein “Corpay”), with primary offices located at 3280 Peachtree Road, Suite 2400, Atlanta, Georgia 30305 and the **City of Huntsville, Texas** (herein “Customer”), with primary offices located at 450 Highway 75 N, Huntsville, Texas 77340. This Agreement replaces any prior agreement in place between the parties hereto as to the relationship of the parties effective \_\_\_\_\_ (the “Effective Date”).

**RECITALS**

WHEREAS, Customer is a municipal entity which has been created by the State of Texas and is a public body, subdivision of the State of Texas;

WHEREAS, Customer desires that Corpay provide Card Program for purchase of fuel at retail stations (“Products”) and perform Fuel Card Services (the “Services”), and Corpay desires to provide such Products and perform Services as hereafter defined;

WHEREAS, as set forth herein, Customer and Corpay have negotiated and agreed to terms regarding the above referenced Products and Services; and,

WHEREAS, this Piggyback Agreement has also been established in accordance with the terms and conditions as defined under the public advertised RFP #24-7487 conducted by Education Service Center (ESC) Region 19 Allied States Cooperative (herein “ASC”), which was awarded to FleetCor (now Corpay) by ASC to establish a contract with Corpay for the Fuel Cards and Bulk Fuel solutions offered by Corpay. FleetCor name change to Corpay occurred in the week following the date of RFP submittal. Corpay’s RFP Response included: a) document entitled *Program Information/Proposal in Response to Request for Proposal issued by ESC Region 19 ASC* required Forms completed and signed; and c) a Deviations Form, (herein all submitted items referred to as “RFP Response & Proposal”). With respect thereto, ASC’s RFP #24-7487, Corpay’s RFP Response & Proposal, and the RFP Award are the basis for the contract for Fuel Cards and Bulk Fuel (herein the “ASC Contract No. 24-7487”), to the extent such terms are not specific to the ESC Region 19 and except as modified hereby;

NOW THEREFORE, for valuable consideration, Corpay and Customer agree to the foregoing Recitals and further agree as follows:

**Article 1. Statement of Work.**

(a) Corpay shall, in accordance with the terms of the Agreement:

(i) Furnish all labor, materials, products and supervision to perform and complete all work as specified in the Agreement;

(ii) Provide Customer fuel and/or optional maintenance purchasing and fleet reporting services for the term stated herein; and,

(b) Customer shall, in accordance with the terms of this Agreement:

(i) Acquire fuel and receive reporting of fuel usage from Corpay through the use of the Fuelman Fleet Card (magnetic stripe fleet credit cards, each a “Card”) at Fuelman Network card acceptance locations made available by Corpay.

(ii) Utilize Fuelman purchase controls, reporting and the Online Management system provided by Corpay to manage its fleet of vehicles, drivers and fueling activity (off-site).

**Article 2 Contract Price.** Customer and Corpay agree to the pricing structure as specified in ASC Contract No. 24-7487 which has been further defined and included below for convenience purposes.

**Article 2.1** Pricing shall be as be set forth in Corpay’s RFP Response & Proposal (Section 4 – Pricing Proposal). The Corpay pricing for the ASC Weekly billing arrangement with payment due Net 14 Day terms is quoted herein.

**Article 2.1.1 OPIS Based Cost-Plus Pricing of Diesel and Gasoline at OFF-SITE/RETAIL.**

Except for pricing exceptions at Extended Network locations and never below Corpay’s cost as explained herein, Corpay agrees to price fuel sold to Customer based on an OPIS based cost plus pricing formula. Price for fuel products purchased by Customer will be equal to the sum of the following:

1. Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter “OPIS Newsletter Prices”) for each product purchased that calendar week. The fuel price published on each Thursday shall apply to fuel sold during the current week, e.g. the price available on Thursday, the 4<sup>th</sup> will be effective for fuel sold from Monday the 1<sup>st</sup> through Sunday the 7<sup>th</sup>.

Note: OPIS is an independent company that tracks and provides refiner terminal rack prices to resellers by Rack Market. Rack Market or Rack City refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to Corpay by the card accepting merchant (including any dealer rate adjustments).
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. Corpay’s cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

|                    |                  |                  |                  |
|--------------------|------------------|------------------|------------------|
| Unleaded Gasoline  | <u>\$ 0.1175</u> | Premium Gasoline | <u>\$ 0.1575</u> |
| Mid Grade Gasoline | <u>\$ 0.1575</u> | Diesel Fuel      | <u>\$ 0.2175</u> |

**Article 2.1.2 Retail Based Pricing of Alternative Fuels and Diesel Exhaust Fluid Dispensed.**

Any Alternative Fuels (CNG, Propane, High Ethanol Blends (E85, E15, E30) High Blends of Biodiesel (B10 or higher and Renewable Diesel), as well as Diesel Exhaust Fluid (DEF) Dispensed, shall be priced based on Retail Price. The following discounts off the station’s retail price shall be provided:

| <b>FUEL GRADE</b>                              | <b>DISCOUNT<br/>(Per Gal)</b> |
|------------------------------------------------|-------------------------------|
| Compressed Natural Gas (CNG)                   | -\$ 0.0025                    |
| Liquefied Natural Gas (Propane)                | -\$ 0.0025                    |
| E85 or Other High Blends of Ethanol (E15, E30) | -\$ 0.0225                    |
| High Blends of Biodiesel (B5 or higher)        | -\$ 0.0425                    |
| Diesel Exhaust Fluid (DEF) Dispensed           | -\$ 0.0225                    |

**Article 2.1.3 Pricing Exceptions–Extended Network Locations and Never below Corpay’s Cost.**

Extended Network locations are defined as sites accepting the Fuelman Card that are determined by Corpay to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons

purchased at Extended Network locations shall not be eligible for pricing based on OPIS Based Cost-plus pricing defined under Article 2.1.1 and gallons at Extended Network are excluded from discounts offered under the Retail-based pricing approaches defined in the RFP Response & Proposal. The current list of merchants (list subject to future change) with applicable Extended Network Pricing includes:

- Buc-ee's Stations at station's posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Love's Country Store / Travel Stop Locations at credit retail price for diesel purchases, retail price for gasoline purchases.
- Pilot or Flying J Travel Center Stations at credit retail price for diesel purchases, retail price for gasoline purchases.
- Maverik chain-wide acceptance locations at posted retail price.
- Kum & Go chain-wide acceptance locations at posted retail price.
- On Cue chain-wide acceptance locations at posted retail price.
- Sam's Club chain-wide acceptance locations at posted retail price.
- Sinclair brand stations at posted retail price.
- Travel Centers of America (TA) or Petro Travel Centers at credit retail price for diesel purchases, retail price for gasoline purchases.
- Walmart chain-wide acceptance locations at posted retail price.
- Wawa chain-wide acceptance locations at posted retail price.
- ARCO brand-wide acceptance locations at posted retail price plus \$0.10 per gallon.

Corpay reserves the right to never bill Customer for any purchase at a price below Corpay's cost to settle with the Merchant and in the event the Customer's price (including all merchant taxes before exemption) calculates to be below Corpay's cost to settle with the Merchant, Corpay's cost shall apply.

**Article 3. Tax Exempt Billing.** Corpay shall provide tax exempt billing for fuel sold to Customer to the extent allowed by the Federal and State Government, rates subject to change. Customer shall provide tax exemption certificates or other related information as required from time to time by Corpay to establish and maintain its tax-exempt status. Current federal taxes that cannot be exempted include the Federal Leaking Underground Storage Tank tax (or "LUST") (\$0.001 per gallon), the Federal Oil Spill Liability Tax (\$0.0021 per gallon) and the Federal Superfund tax (0.004 per gallon). Current non-exempt State of Texas taxes include the Texas Petroleum Products Delivery Fee (\$0.00087 per gallon) and the State of Texas Gasoline and Diesel Tax (\$0.20 per gallon).

**Article 3.1 Sales Taxes on Non-Fuel Items.** In order to be exempted from State or local Sales and Use Taxes on non-fuel products, Customer must request tax exempt processing of the transaction at the time and point of sale with the card accepting merchant. Corpay is not the sales tax filer with the State of Texas for non-fuel transactions and therefore cannot file for sales tax exemption refunds on behalf of Customer on non-fuel transactions.

**Article 4. Agreement Term.** The term of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through **April 30, 2026**, unless otherwise terminated as set forth in ASC Contract No. 24-7487. The intent of this Agreement Term is to coincide with the term of the ASC Contract No. 24-7487. The ASC Contract No. 24-7487, allows ASC to renew ASC Contract No. 24-7487 annually for up to three (3) additional years. As the renewals of ASC Contract No. 24-7487 occur, the intention will be to automatically renew this Agreement concurrently, unless otherwise notified in writing by Customer that it no longer intends to renew services provided under this Agreement. The intent of this Agreement Term is to coincide with the term of the ASC Contract No. 24-7487. Notwithstanding any other provision, the Customer may terminate this agreement with 30 days written notice. Customer agrees to pay Corpay for all services and charges rendered to the date of termination.

**Article 5. Billing Frequency and Payment Terms.** Customer will be billed on a **Weekly** basis with payment due **Net 14 days** from invoice date. Invoices and Fleet Management Reports are generally made available electronically by Tuesday each week for the preceding 7 day billing period ending Sunday midnight.

**Article 6. On-Site Consigned Fuel Services Not Included.** For the avoidance of doubt, Corpay is not proposing to provide Customer with consigned on-site fuel services under this Agreement.

**Article 7. Fleet Card Terms and Conditions.** Customer's use of the Products and Services are, subject to Article 12 (*Agreement Components and Order of Precedence*), governed by Corpay's General Terms & Conditions for Use of Fleet Cards Applicable to ESC Region 19 ASC Members using the ESC Region 19 ASC RFP #24-7498 for Fuel Cards and Bulk Fuel, which were submitted in the RFP Response & Proposal and which for convenience are attached in this Piggyback Agreement ("Corpay Terms and Conditions").

**Article 8. Notices.** All notices under this Agreement shall be given to the applicable party at its address, facsimile number, or e-mail address set forth below or at such other address, facsimile number, or e-mail address as the party may later specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received to the other parties (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail is given; (ii) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours on any business day or on the next business day if not confirmed during normal business hours; (iii) if by hand, when delivered; (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the party; or (v) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

Customer: City of Huntsville, TX

Lucy Gonzalez

448 Highway 75 N

Huntsville, TX 77320

Phone: 936-291-5495

Email: [lgonzalez@huntsvilletx.gov](mailto:lgonzalez@huntsvilletx.gov)

Copy to:

Corpay: Corpay Technologies Operating Company, LLC

3280 Peachtree Road, Suite 2400

Atlanta, Georgia 30305

Attn: Mark Roberts

Mobile: (704) 674-6848

Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)

Copy to: Corpay, Inc. General Counsel  
3280 Peachtree Road, Suite 2400  
Atlanta, GA 30305

[daniel.fishbein@corpay.com](mailto:daniel.fishbein@corpay.com); and  
[legaldepartment@comdata.com](mailto:legaldepartment@comdata.com)

**Article 9. Severability of Provisions.** Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

**Article 10. Entire Agreement; Previous Agreements Terminated.** This Agreement contains the entire agreement between the parties. Any and all previous agreements between Customer and Corpay not incorporated into this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated.



**Article 11. Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

**Article 12. Agreement Components and Order of Precedence.** The “Agreement” shall consist of the following component parts (each of which forms a part of this Agreement and is incorporated herein as if attached hereto):

1. This Piggyback Agreement.
2. April 9, 2024 Notice of RFP Award Letter (RFP #24-7487) from ESC Region 19 ASC (EXHIBIT “1” attached hereto).
3. RFP Response & Proposal By signing this Agreement, Customer acknowledges it has been provided a copy of the RFP Response & Proposal.
4. The Corpay Terms and Conditions.

In the event that any provision or any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 12 above, shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in two (2) original counterparts as of the day and year first written above.

**AGREED:**  
**CORPAY TECHNOLOGIES OPERATING COMPANY, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED:**  
**CITY OF HUNTSVILLE, TEXAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Corpay's General Terms & Conditions for Use of Fleet Cards**

**Applicable to ESC Region 19 Allied States Cooperative (ASC) and ASC Members using ESC Region 19 RFP  
No. 24-7487 for Fuel Cards and Bulk Fuel**

**1.1 Security, Loss, Theft, or Unauthorized Use of Card.**

**1.11 General Security.** Each fuel card ("Card") can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each merchant location's POS Authorization Limitations described herein.

**1.12 Corpay's Liability.** In the event an unauthorized transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1 and in the event that Customer's account ("Account") has been issued fewer than ten (10) Cards, Corpay will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized transactions or Account activity.

**1.13 Customer's Responsibility.** It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

**1.14 Lost or Stolen Cards.** Customer shall report all lost or stolen Cards to Corpay immediately via phone call or email to Corpay's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all transactions made by lost or stolen Cards until midnight of the day that Corpay receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

**1.15 Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

**1.16 Merchant Limitations.** The personnel (if any) at a Merchant Location are not the agents or employees of Corpay and Corpay shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

**1.17 POS Authorization Limitations.** Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the transaction. In these situations, the transaction will still be considered to be authorized, but will be identified as an

exception on the Customer's standard fleet management report and reported via email if desired by Customer.

**1.18 Claims.** All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

## **1.2 Account Administration and Card Issuance.**

**1.21 Credit Limit and Payment.** Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, Corpay will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on Corpay's evaluation of the Customer's creditworthiness. The initial Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by Corpay). Corpay reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the relevant RFP Response. The total outstanding balance (the amount Customer owes Corpay) appears as the "Amount Due" or "Total Amount Due" on Customer's statement. This is not a revolving credit account. The Amount Due/Total Amount Due shown on each Account statement is due and payable by the due date ("Due Date") shown on the statement. The Amount Due/Total Amount Due includes current transactions, applicable service fees, amounts past due, late fees, charges for returned checks and other applicable charges. Corpay can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of Corpay's rights under these terms and conditions.

**1.22 Administration of Cards.** Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in these terms and conditions, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1 for more information regarding Customer responsibilities.

**1.23 Account Administration (Contact Persons).** To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and Corpay, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

**1.24 Cancellation of Cards.** If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify Corpay via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that Corpay receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

**1.25 Suspension of Cards.** Corpay, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in these terms and conditions shall

obligate Corpay to monitor the use of any Card, and, as described in these terms and conditions, Customer is solely responsible for the use of any outstanding Cards.

**126 Suspension of Account.** Corpay, reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled transactions) over the Credit Limit or in compliance with the USA Patriot Act.

**1.3 Limitation of Liability; Modifications; Miscellaneous.**

**131 Limitation of Liability.** THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, CORPAY, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS CORPAY OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, CORPAY OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO CORPAY FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**132 Force Majeure.** Corpay shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

**133 Modifications.** Corpay may change the terms of these terms and conditions at any time, provided that Corpay has provided Customer with sixty (60) days written notice of such change. If Customer does not agree to changes, Customer may terminate these terms and conditions for its convenience without payment of any penalty by notifying Corpay in writing of such termination before the effective date of the change.

**1.3.4. Miscellaneous.** These terms and conditions: (a) will be governed by shall be governed by the laws of the state where the Customer is domiciled, without regard to conflicts of laws principles, (c) may be assigned by either party only upon the prior written approval of the other party which will not be unreasonably withheld conditioned or delayed; (c) will be binding on the parties' successors and permitted assigns; (d) together with the RFP Response, as applicable, constitute the entire agreement of the parties with respect to its subject matter; supersedes all prior agreements and understandings, oral or written, of the parties with respect to this subject matter; and except as expressly set forth in these terms and conditions, may only be modified by a writing signed by Corpay and Customer or by Customer's acceptance of additional or substitute terms delivered to Customer by Corpay via phone, website, email, text, or such other means as may be elected by Corpay; and (e) do not create any partnership, agency relationship, or joint venture. If any provision of these terms and conditions is found to be fully or partially invalid or unenforceable, it will be enforced to the extent permitted by law, and the remainder will not be affected. No waiver of any provision of these terms and conditions will constitute a waiver of the same provision on another occasion. The rights and obligations of these terms and conditions which by their nature are intended to survive expiration or termination will so survive.

**AGREED:**

**CITY OF HUNTSVILLE, TEXAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 1**

**APRIL 9, 2024 NOTICE OF AWARD LETTER FROM ESC REGION 19 ASC**

**{Insert Copy of ESC19 ASC Notice of Award}**



January 17, 2025

To:

Attention:

|                                                 |              |
|-------------------------------------------------|--------------|
| Corpay Technologies Operating Company (Fuelman) | Mark Roberts |
| Flyers Energy LLC (World Fuel Services Inc.)    | Lynn Olson   |

**RE: 24-7487 Fuel Cards and Bulk Fuel - ESC Region 19 Allied States Cooperative**

**Dear Vendor,**

The ESC Region 19 hereby gives notice that the referenced contract will be extended through *April 30, 2026*.

**\*Please note, going forth ESC Region 19 will no longer require vendors to accept or decline extensions. This contract will automatically be extended at the discretion of ESC Region 19. Vendor understands notice must be given to and acknowledged by ASC in writing no later than 90 days prior to expiration of current contract term to ESC Region 19 if vendor does not want to extend the contract.**

Throughout the year we would appreciate being notified of any information or changes that should be shared with our internal staff. These include representative changes, billing addresses and price increases. Additional information is provided on our website [www.alliedstatescooperative.com](http://www.alliedstatescooperative.com). You may view current contracts, contract opportunities and an updated list of our cooperative's members. Also, if you have not already done so, please register your company online so that we can notify you of any new contract opportunities.

Please reference the **ASC Administrative Fee** section of your contract. **You are required to review all sales monthly and submit an administrative fee vendor report regardless if sales are made or not. Reporting must be done through the online reporting system. Please contact [ASCaccounting@esc19.net](mailto:ASCaccounting@esc19.net) or (915) 780-5037 for assistance.**

Please reference the **Insurance section** of your contract for coverage limits. Vendors must always have current insurance in place for the term of the contract. Please submit your current insurance within three (3) business days.

Sincerely,

Francis Trujillo  
Purchasing Clerk

Allied States Cooperative  
6611 Boeing Drive  
El Paso, TX 79925  
915-780-5096



January 17, 2025

To:

Attention:

|                                                 |              |
|-------------------------------------------------|--------------|
| Corpay Technologies Operating Company (Fuelman) | Mark Roberts |
| Flyers Energy LLC (World Fuel Services Inc.)    | Lynn Olson   |

**RE: 24-7487 Fuel Cards and Bulk Fuel - ESC Region 19 Allied States Cooperative**

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Throughout the year we would appreciate being notified of any information or changes that should be shared with our internal staff. These include representative changes, billing addresses and price increases. Additional information is provided on our website [www.alliedstatescooperative.com](http://www.alliedstatescooperative.com). You may view current contracts, contract opportunities and an updated list of our cooperative's members. Also, if you have not already done so, please register your company online so that we can notify you of any new contract opportunities.

Please reference the **ASC Administrative Fee** section of your contract. **You are required to review all sales monthly and submit an administrative fee vendor report regardless if sales are made or not. Reporting must be done through the online reporting system. Please contact [ASCaccounting@esc19.net](mailto:ASCaccounting@esc19.net) or (915) 780-5037 for assistance.**

Please reference the **Insurance section** of your contract for coverage limits. Vendors must always have current insurance in place for the term of the contract. Please submit your current insurance within three (3) business days.

Sincerely,

Francis Trujillo  
Purchasing Clerk

Allied States Cooperative  
6611 Boeing Drive  
El Paso, TX 79925  
915-780-5096





## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 1.d.

**Agenda Item:** Consider authorizing the City Manager to award the contract for Heating, Ventilation, and Air Conditioning (HVAC) services.

**Initiating Department/Presenter:** Parks and Leisure

**Presenter:**

Penny Joiner, Director of Parks and Leisure

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**Recommended Motion:** Move to authorize the City Manager to award the Heating, Ventilation, and Air Conditioning (HVAC) service agreement to Extreme Comfort.

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

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**Discussion:** The city recently requested bids to provide HVAC services for municipal buildings, including installation, maintenance, and repairs. Please see the attached documents for additional bid information. This agreement is set to expire on November 30, 2026, during Fiscal Year 26-27.

After thoroughly reviewing all submitted bids, staff recommends awarding the contract to Extreme Comfort based on their competitive pricing and quality of service. Extreme Comfort is a local company with extensive knowledge of our City's HVAC systems.

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**Previous Council Action:** No previous City Council action on this item.

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**Financial Implications:** Grand Total for the Life of the Contract: \$85,102.88

FY 24-25: \$32,175.00

FY 25-26: \$45,045.00

FY 26-27: \$7,682.88

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**Approvals:**

Penny Joiner

Steve Ritter

Sam Masiel

Kristy Doll

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**Associated Information:**

1. Bid Tab - Bid NO. 25-01 HVAC Services



**Bid Tabulation**  
**Project Name: NO. 25-01 Heating, Ventilation and Air Conditioning (HVAC) Services**  
**Location: 1220 11th St Huntsville, TX 77340**  
**Date: Thursday, December 18, 2024 at 2:00 PM**



|          |                                                                                                                                                                                                                                                                                                                                                                                     | Extreme Comfort | Total Air HVAC & Plumbing | Lee's Unlimited LLC | HTS       | Service Squad Inc | Washington A/C & Heating |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------|---------------------|-----------|-------------------|--------------------------|
| Item No. | Description                                                                                                                                                                                                                                                                                                                                                                         | Price           | Price                     | Price               | Price     | Price             | Price                    |
| 1        | Initial inspection/trip charge (flat rate)                                                                                                                                                                                                                                                                                                                                          | \$ 75.00        | \$ 75.00                  | \$ 80.00            | \$ 85.00  | \$ 95.00          | \$ 135.00                |
| 2        | Standard one (1) technician rate per hour for services and repair (labor) during regular business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday.                                                                                                                                                                                                                          | \$ 75.00        | \$ 92.00                  | \$ 125.00           | \$ 185.00 | \$ 95.00          | \$ 135.00                |
|          | List rate for additional technician during regular hours                                                                                                                                                                                                                                                                                                                            | \$ 75.00        | \$ 89.00                  | \$ 125.00           | \$ 185.00 | \$ 120.00         | \$ 105.00                |
| 3        | Rate per hour for services and repair (labor) on weekends, holidays and non business hours on week days.                                                                                                                                                                                                                                                                            | \$ 125.00       | \$ 138.00                 | \$ 225.00           | TBD       | \$ 160.00         | \$ 220.00                |
| 4        | Percentage to be charged above invoice price for replacement parts, material and new units/equipment purchased by the contractor.<br>Example: A part from an AC unit needs to be replaced and the part costs the contractor 100.00 dollars. If you give a 20% above invoice price, the City will pay you \$120.00 for such part. $\$100.00 + (\$100.00 \times .20 \%) = \$120.00$ . | 20%             | 29%                       | 30%                 | 35%       | 19%               | 25%                      |

| Bid NO. 25-01 Heating, Ventilation and Air Conditioning (HVAC) Services |                                      |
|-------------------------------------------------------------------------|--------------------------------------|
| TERM                                                                    | January 2025 - November 30, 2025     |
| 1st Renewal                                                             | December 1, 2025 - November 30, 2026 |
| EXPIRES                                                                 | November 30, 2026                    |

| TERM: January 2025 - November 30, 2025 |             | TOTAL        | Budget Year |
|----------------------------------------|-------------|--------------|-------------|
| January 2025                           | \$ 3,575.00 | \$ 32,175.00 | FY24-25     |
| February 2025                          | \$ 3,575.00 |              |             |
| March 2025                             | \$ 3,575.00 |              |             |
| April 2025                             | \$ 3,575.00 |              |             |
| May 2025                               | \$ 3,575.00 |              |             |
| June 2025                              | \$ 3,575.00 |              |             |
| July 2025                              | \$ 3,575.00 |              |             |
| August 2025                            | \$ 3,575.00 |              |             |
| September 2025                         | \$ 3,575.00 |              |             |
| October 2025                           | \$ 3,753.75 | \$ 7,507.50  | FY25-26     |
| November 2025                          | \$ 3,753.75 |              |             |

5%

| 1st Renewal: December 1, 2025 - November 30, 2026 |             | TOTAL        | Budget Year |
|---------------------------------------------------|-------------|--------------|-------------|
| December 2025                                     | \$ 3,753.75 | \$ 37,537.50 | FY25-26     |
| January 2026                                      | \$ 3,753.75 |              |             |
| February 2026                                     | \$ 3,753.75 |              |             |
| March 2026                                        | \$ 3,753.75 |              |             |
| April 2026                                        | \$ 3,753.75 |              |             |
| May 2026                                          | \$ 3,753.75 |              |             |
| June 2026                                         | \$ 3,753.75 |              |             |
| July 2026                                         | \$ 3,753.75 |              |             |
| August 2026                                       | \$ 3,753.75 |              |             |
| September 2026                                    | \$ 3,753.75 | \$ 7,882.88  | FY26-27     |
| October 2026                                      | \$ 3,941.44 |              |             |
| November 2026                                     | \$ 3,941.44 |              |             |

\$ 85,102.88

| Budget Year Total                        |              |
|------------------------------------------|--------------|
| FY24-25                                  | \$ 32,175.00 |
| FY25-26                                  | \$ 45,045.00 |
| FY26-27                                  | \$ 7,882.88  |
| Grand Total For The Life Of The Contract | \$ 85,102.88 |

| Purchase Order Request Form<br>224 373 55570 |                                      |              |
|----------------------------------------------|--------------------------------------|--------------|
| Line Item                                    |                                      |              |
| 1                                            | January 1, 2025 - September 30, 2025 | \$ 32,175.00 |
| 2                                            | October 1, 2025 - September 30, 2026 | \$ 45,045.00 |
| 3                                            | October 1, 2026 - November 30, 2026  | \$ 7,882.88  |
|                                              | Grand Total                          | \$ 85,102.88 |



## CITY COUNCIL AGENDA

3/4/2025

---

**Agenda Item Number:** 1.e.

**Agenda Item:** Consider adopt Resolution No. 2025-08, adopting the Walker County Hazard Mitigation Plan 2024 Update.

**Initiating Department/Presenter:** Fire Department

**Presenter:**

Greg Mathis, Fire Chief

---

**Recommended Motion:** Move to adopt Resolution No. 2025-08, adopting the Walker County Hazard Mitigation Plan 2024 Update.

---

**Strategic Initiative:** Strategic Priority #1, Public Safety - Create a community where all individuals feel safe and protected, where citizens trust the effectiveness of our agencies through community engagement, technologies, and best practices. We strive to promote a culture of service, prevention and partnership.

---

**Discussion:** The Walker County Hazard Mitigation Plan 2024 update, along with its appendices A through F, is designed to reduce risks from natural and man-made hazards through proactive planning and strategic mitigation efforts. The City of Huntsville worked with Walker County as well as other local jurisdictions and stakeholders to ensure compliance with FEMA policies as well as State guidelines, enhancing preparedness and resilience within the community. This plan assesses local vulnerabilities, prioritizes risks, and outlines mitigation actions to protect infrastructure, public safety, and essential services while minimizing economic and environmental disruptions. The City of Huntsville has projects listed in the Hazard Mitigation plan ranging from turn around don't drown programs, sidewalk programs, erosion control, and flood mitigation for Elkins Lake as well as other areas around town. This is a small example of the items listed in this extensive document.

---

**Previous Council Action:**

---

**Financial Implications:** There are in excess of 25 projects listed within the City that have the potential for a financial impact. That impact would only be determined by which projects were actually selected to receive funding.

---

**Approvals:**

Greg Mathis

Leonard Schneider

Sam Masiel

Kristy Doll

---

**Associated Information:**

- 
1. Resolution No. 2025-08 Hazard Mitigation Plan
  2. Appendix-A-F\_WalkerCounty

## **RESOLUTION 2025-08**

### **Adoption of 2025 Hazard Mitigation Plan Update for Walker County and the Cities of Huntsville, New Waverly, and Riverside**

**WHEREAS**, certain areas of the City of Huntsville are subject to periodic flooding and other natural hazards with the potential to cause damage to people and properties within the area; and

**WHEREAS**, the City of Huntsville desires to prepare and mitigate for such circumstances; and

**WHEREAS**, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Plan as a condition of receipt of certain future federal mitigation funding after November 1, 2004; and

**WHEREAS**, the Houston-Galveston Area Council (H-GAC) in partnership with the Walker County Office of Emergency Management, in order to meet this requirement, have initiated development of a multijurisdictional Hazard Mitigation Plan for Walker County, which includes the City of Huntsville as a participating jurisdiction;

**Now, therefore, be it resolved**, that City of Huntsville City Council hereby;

Adopts the 2025 Walker County Hazard Mitigation Plan Update; and

Vests the Mayor of the City of Huntsville, with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action
- (b) Develop an addendum to this Hazard Mitigation Plan if the City of Huntsville's unique situation warrants such an addendum.

Appoints the Mayor of the City of Huntsville to ensure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the Hazard Mitigation Plan for the City of Huntsville is developed and presented to the City of Huntsville, City Council for consideration.

Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

**Passed, Approved, and Adopted** on this the 4<sup>th</sup> day of March, 2025

**THE CITY OF HUNTSVILLE**

---

**Russell Humphrey, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

---

**Kristy Doll, City Secretary**

---

**Leonard Schneider, City Attorney**



# Appendix A

## HAZUS RESULTS



## Hazus: Flood Global Risk Report

**Region Name:** Walker County

**Flood Scenario:** 100-yr

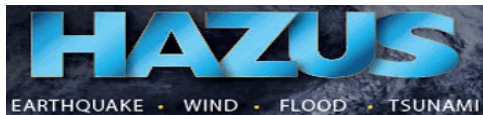
**Print Date:** Friday, May 12, 2023

**Disclaimer:**

*Totals only reflect data for those census tracts/blocks included in the user's study region.*

*The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Flood. These results can be improved by using enhanced inventory data and flood hazard information.*





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## General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The flood loss estimates provided in this report were based on a region that included 1 county(ies) from the following state(s):

- Texas

Note:

Appendix A contains a complete listing of the counties contained in the region .

The geographical size of the region is approximately 23 square miles and contains 1,138 census blocks. The region contains over 25 thousand households and has a total population of 76,299 people. The distribution of population by State and County for the study region is provided in Appendix B .

There are an estimated 23,512 buildings in the region with a total building replacement value (excluding contents) of 10,146 million dollars. Approximately 87.96% of the buildings (and 56.00% of the building value) are associated with residential housing.



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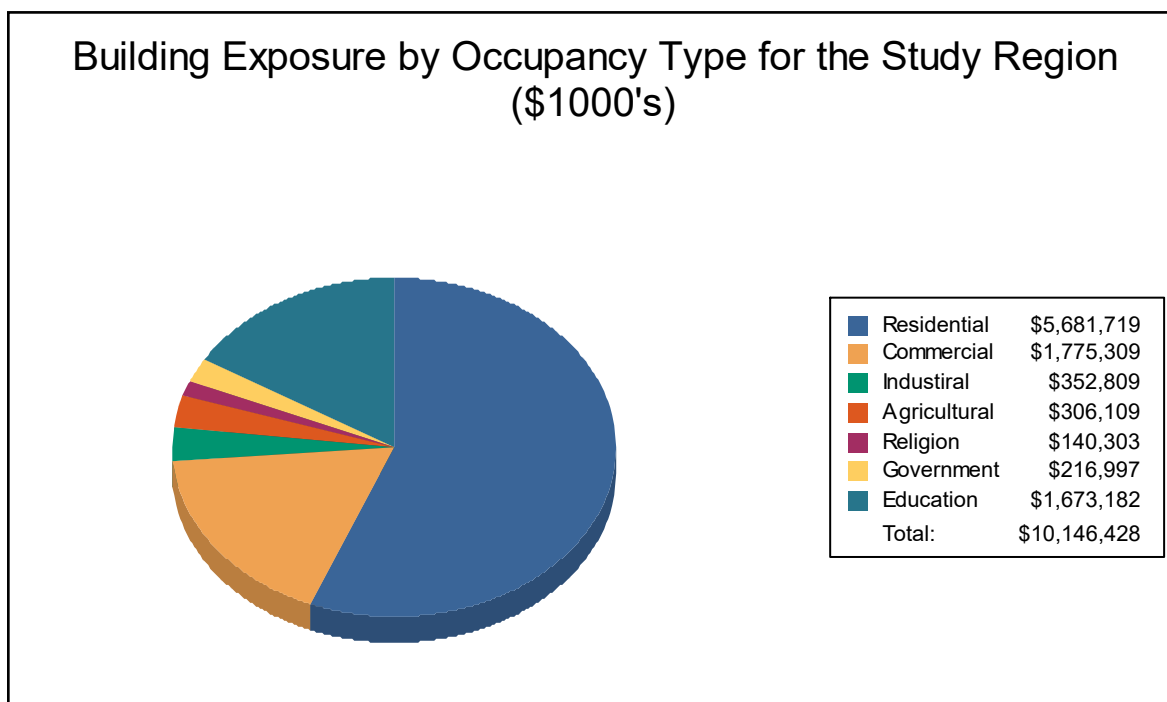
## Building Inventory

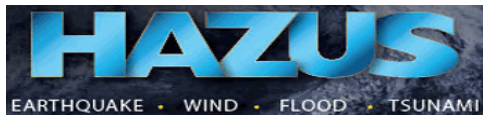
### General Building Stock

Hazus estimates that there are 23,512 buildings in the region which have an aggregate total replacement value of 10,146 million dollars. Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

**Table 1**  
**Building Exposure by Occupancy Type for the Study Region**

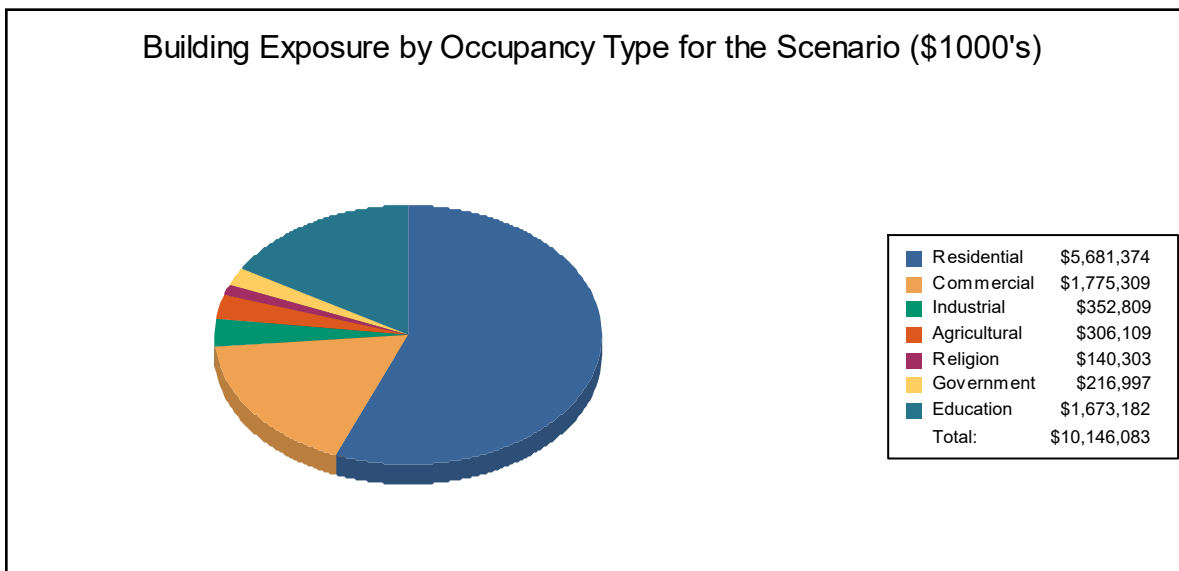
| Occupancy    | Exposure (\$1000) | Percent of Total |
|--------------|-------------------|------------------|
| Residential  | 5,681,719         | 56.0%            |
| Commercial   | 1,775,309         | 17.5%            |
| Industrial   | 352,809           | 3.5%             |
| Agricultural | 306,109           | 3.0%             |
| Religion     | 140,303           | 1.4%             |
| Government   | 216,997           | 2.1%             |
| Education    | 1,673,182         | 16.5%            |
| <b>Total</b> | <b>10,146,428</b> | <b>100%</b>      |





**Table 2**  
**Building Exposure by Occupancy Type for the Scenario**

| Occupancy    | Exposure (\$1000) | Percent of Total |
|--------------|-------------------|------------------|
| Residential  | 5,681,374         | 56.0%            |
| Commercial   | 1,775,309         | 17.5%            |
| Industrial   | 352,809           | 3.5%             |
| Agricultural | 306,109           | 3.0%             |
| Religion     | 140,303           | 1.4%             |
| Government   | 216,997           | 2.1%             |
| Education    | 1,673,182         | 16.5%            |
| <b>Total</b> | <b>10,146,083</b> | <b>100%</b>      |



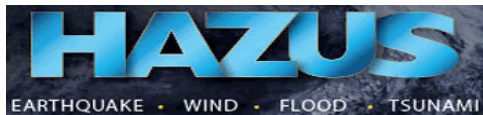
### Essential Facility Inventory

For essential facilities, there are 1 hospitals in the region with a total bed capacity of 123 beds. There are 22 schools, 11 fire stations, 5 police stations and 1 emergency operation center.



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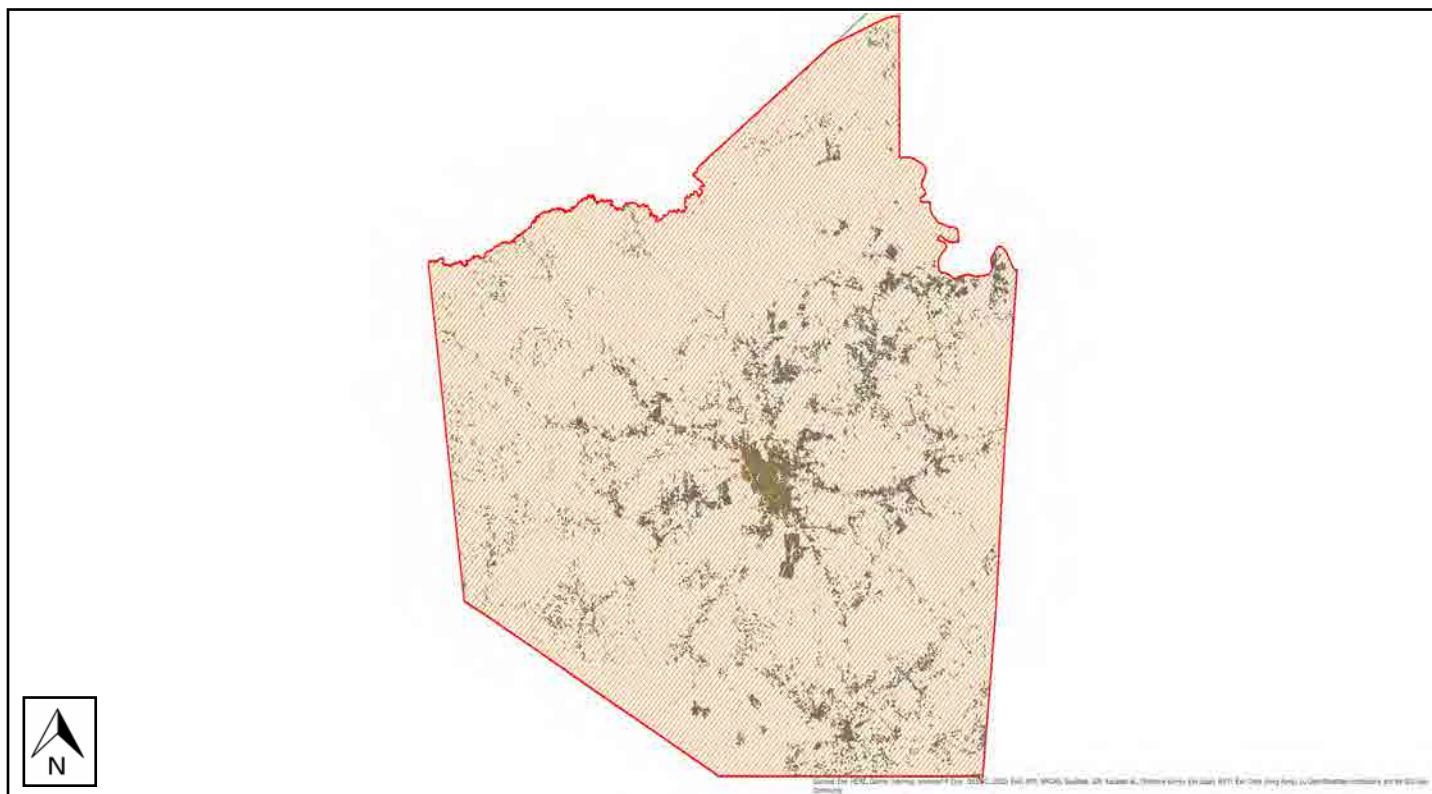
## Flood Scenario Parameters

Hazus used the following set of information to define the flood parameters for the flood loss estimate provided in this report.

|                                   |               |
|-----------------------------------|---------------|
| <b>Study Region Name:</b>         | Walker County |
| <b>Scenario Name:</b>             | 100-yr        |
| <b>Return Period Analyzed:</b>    | 100           |
| <b>Analysis Options Analyzed:</b> | No What-Ifs   |

### Study Region Overview Map

Illustrating scenario flood extent, as well as exposed essential facilities and total exposure



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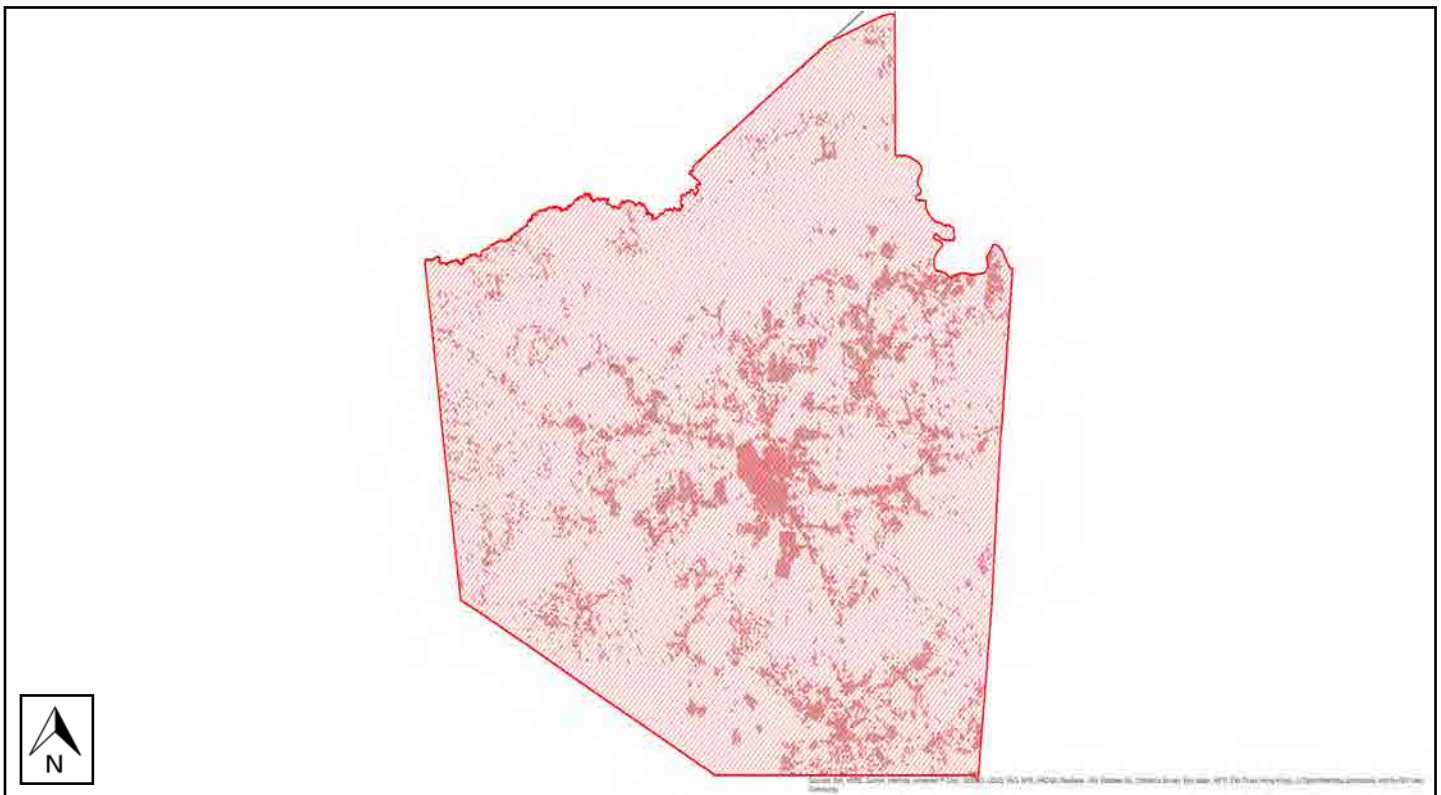


## Building Damage

### General Building Stock Damage

Hazus estimates that about 19,257 buildings will be at least moderately damaged. This is over 0% of the total number of buildings in the scenario. There are an estimated 18,564 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

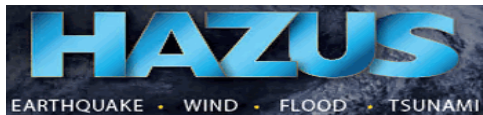
**Total Economic Loss (1 dot = \$300K) Overview Map**



**FEMA**

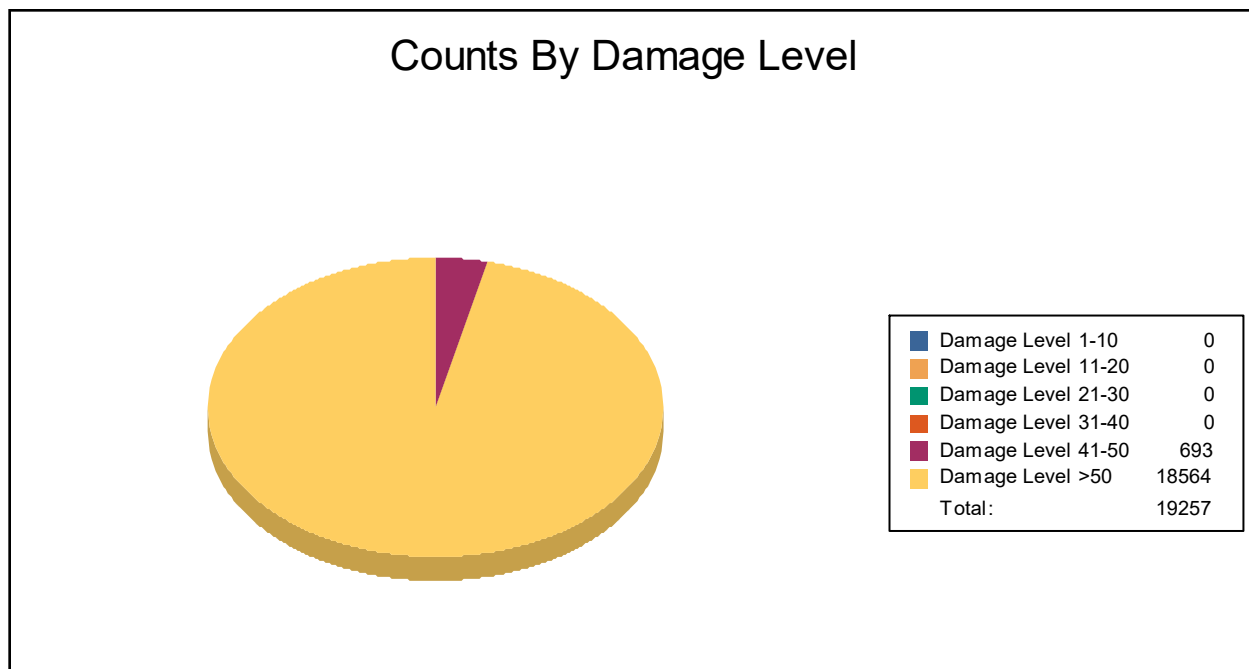
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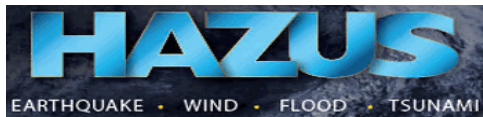
**Table 3: Expected Building Damage by Occupancy**

| Occupancy    | 1-10     |     | 11-20    |     | 21-30    |     | 31-40    |     | 41-50      |     | >50           |     |
|--------------|----------|-----|----------|-----|----------|-----|----------|-----|------------|-----|---------------|-----|
|              | Count    | (%) | Count    | (%) | Count    | (%) | Count    | (%) | Count      | (%) | Count         | (%) |
| Agriculture  | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 428           | 100 |
| Commercial   | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 1,164         | 100 |
| Education    | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 19            | 100 |
| Government   | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 50            | 100 |
| Industrial   | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 12         | 10  | 114           | 90  |
| Religion     | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 33            | 100 |
| Residential  | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 681        | 4   | 16,756        | 96  |
| <b>Total</b> | <b>0</b> |     | <b>0</b> |     | <b>0</b> |     | <b>0</b> |     | <b>693</b> |     | <b>18,564</b> |     |



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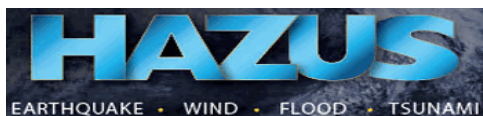
**Table 4: Expected Building Damage by Building Type**

| Building Type | 1-10  |     | 11-20 |     | 21-30 |     | 31-40 |     | 41-50 |     | >50    |     |
|---------------|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|--------|-----|
|               | Count | (%) | Count | (%) | Count | (%) | Count | (%) | Count | (%) | Count  | (%) |
| Concrete      | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 2     | 1   | 252    | 99  |
| ManufHousing  | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 3,487  | 100 |
| Masonry       | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 42    | 2   | 2,155  | 98  |
| Steel         | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 7     | 1   | 492    | 99  |
| Wood          | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 640   | 5   | 12,046 | 95  |



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## Essential Facility Damage

Before the flood analyzed in this scenario, the region had 123 hospital beds available for use. On the day of the scenario flood event, the model estimates that 123 hospital beds are available in the region.

**Table 5: Expected Damage to Essential Facilities**

| Classification              | Total | # Facilities      |                      |             |
|-----------------------------|-------|-------------------|----------------------|-------------|
|                             |       | At Least Moderate | At Least Substantial | Loss of Use |
| Emergency Operation Centers | 1     | 0                 | 0                    | 0           |
| Fire Stations               | 11    | 0                 | 0                    | 0           |
| Hospitals                   | 1     | 0                 | 0                    | 0           |
| Police Stations             | 5     | 0                 | 0                    | 0           |
| Schools                     | 22    | 0                 | 0                    | 0           |

If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.



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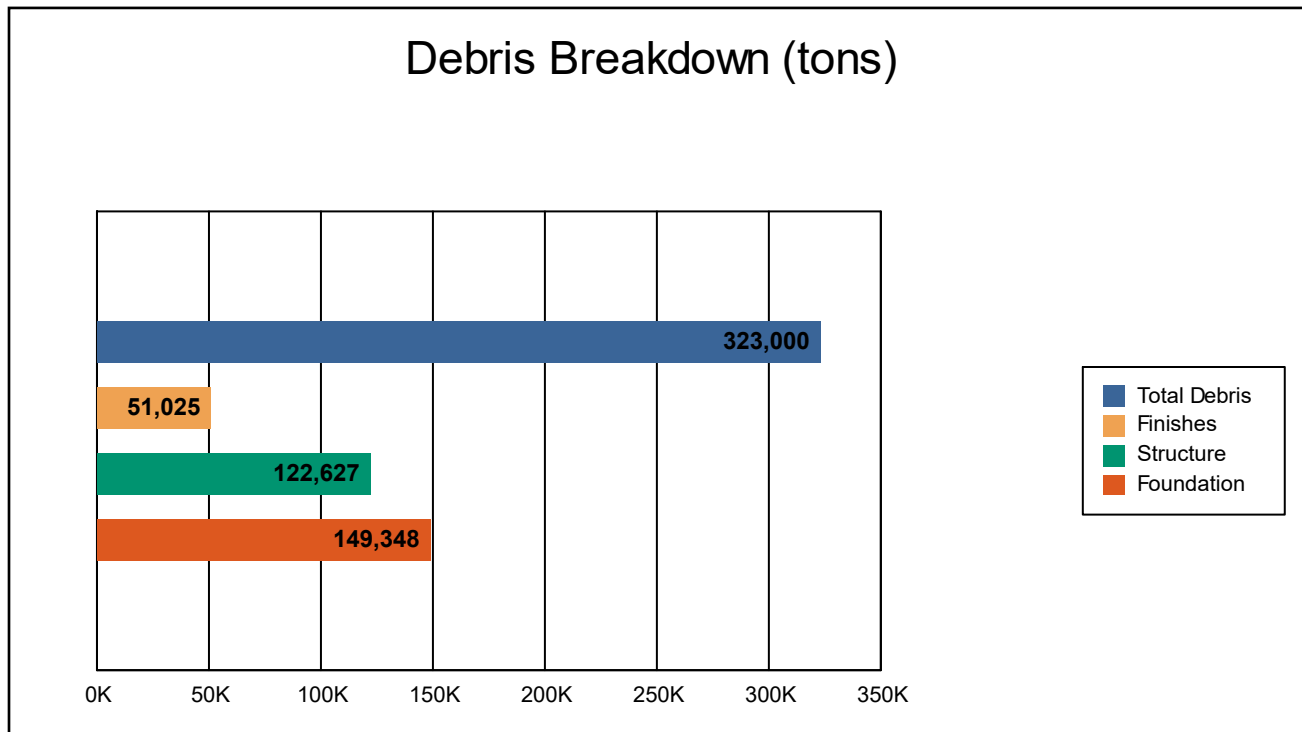
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## Induced Flood Damage

### Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.



The model estimates that a total of 323,000 tons of debris will be generated. Of the total amount, Finishes comprises 16% of the total, Structure comprises 38% of the total, and Foundation comprises 46%. If the debris tonnage is converted into an estimated number of truckloads, it will require 12920 truckloads (@25 tons/truck) to remove the debris generated by the flood.



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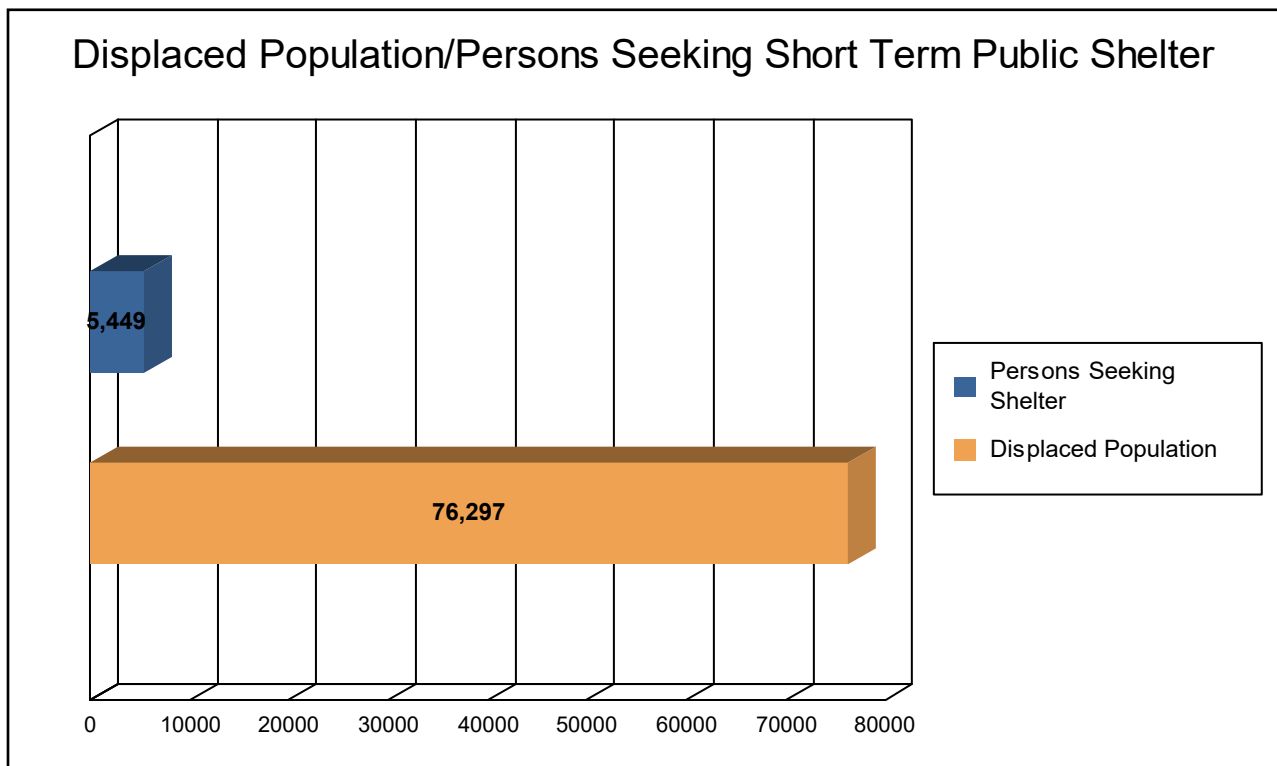
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## Social Impact

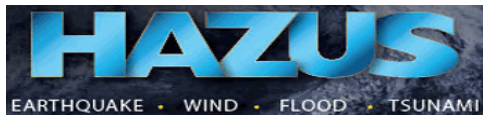
### Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 25,432 households (or 76,297 of people) will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 5,449 people (out of a total population of 76,299) will seek temporary shelter in public shelters.



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## Economic Loss

The total economic loss estimated for the flood is 17,988.47 million dollars, which represents 177.29 % of the total replacement value of the scenario buildings.

### **Building-Related Losses**

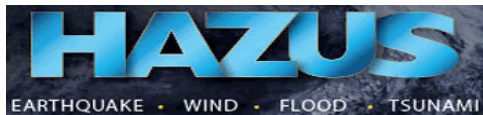
The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 11,767.15 million dollars. 35% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 38.73% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.



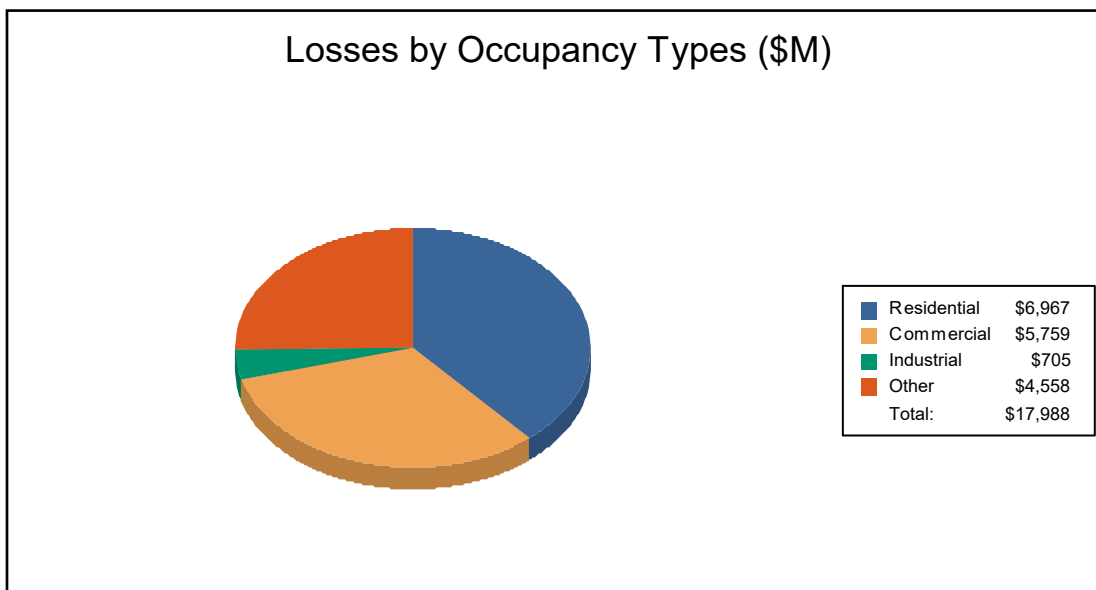
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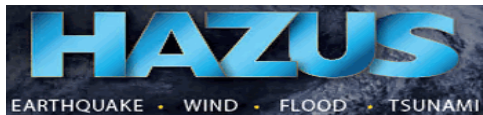
**Table 6: Building-Related Economic Loss Estimates**  
(Millions of dollars)

| Category                     | Area            | Residential     | Commercial      | Industrial    | Others          | Total            |
|------------------------------|-----------------|-----------------|-----------------|---------------|-----------------|------------------|
| <b>Building Loss</b>         |                 |                 |                 |               |                 |                  |
|                              | Building        | 3,892.94        | 1,352.36        | 224.21        | 870.91          | 6,340.43         |
|                              | Content         | 1,919.78        | 1,548.27        | 393.60        | 924.81          | 4,786.45         |
|                              | Inventory       | 0.00            | 286.94          | 61.87         | 291.46          | 640.27           |
|                              | <b>Subtotal</b> | <b>5,812.72</b> | <b>3,187.57</b> | <b>679.68</b> | <b>2,087.17</b> | <b>11,767.15</b> |
| <b>Business Interruption</b> |                 |                 |                 |               |                 |                  |
|                              | Income          | 43.05           | 1,085.63        | 6.13          | 279.60          | 1,414.41         |
|                              | Relocation      | 649.69          | 333.70          | 7.96          | 173.24          | 1,164.58         |
|                              | Rental Income   | 360.20          | 246.55          | 1.64          | 28.63           | 637.02           |
|                              | Wage            | 101.21          | 905.40          | 9.58          | 1,989.12        | 3,005.31         |
|                              | <b>Subtotal</b> | <b>1,154.14</b> | <b>2,571.28</b> | <b>25.31</b>  | <b>2,470.59</b> | <b>6,221.32</b>  |
| <b>ALL</b>                   | <b>Total</b>    | <b>6,966.86</b> | <b>5,758.85</b> | <b>704.99</b> | <b>4,557.76</b> | <b>17,988.47</b> |



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## **Appendix A: County Listing for the Region**

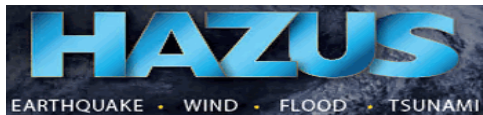
Texas

- Walker



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## Appendix B: Regional Population and Building Value Data

|                           | Population    | Building Value (thousands of dollars) |                  |                   |
|---------------------------|---------------|---------------------------------------|------------------|-------------------|
|                           |               | Residential                           | Non-Residential  | Total             |
| <b>Texas</b>              |               |                                       |                  |                   |
| Walker                    | 76,299        | 5,681,719                             | 4,464,709        | 10,146,428        |
| <b>Total</b>              | <b>76,299</b> | <b>5,681,719</b>                      | <b>4,464,709</b> | <b>10,146,428</b> |
| <b>Total Study Region</b> | <b>76,299</b> | <b>5,681,719</b>                      | <b>4,464,709</b> | <b>10,146,428</b> |



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## Hazus: Flood Global Risk Report

**Region Name:** Walker County

**Flood Scenario:** 500-yr

**Print Date:** Monday, May 15, 2023

**Disclaimer:**

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*The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Flood. These results can be improved by using enhanced inventory data and flood hazard information.*





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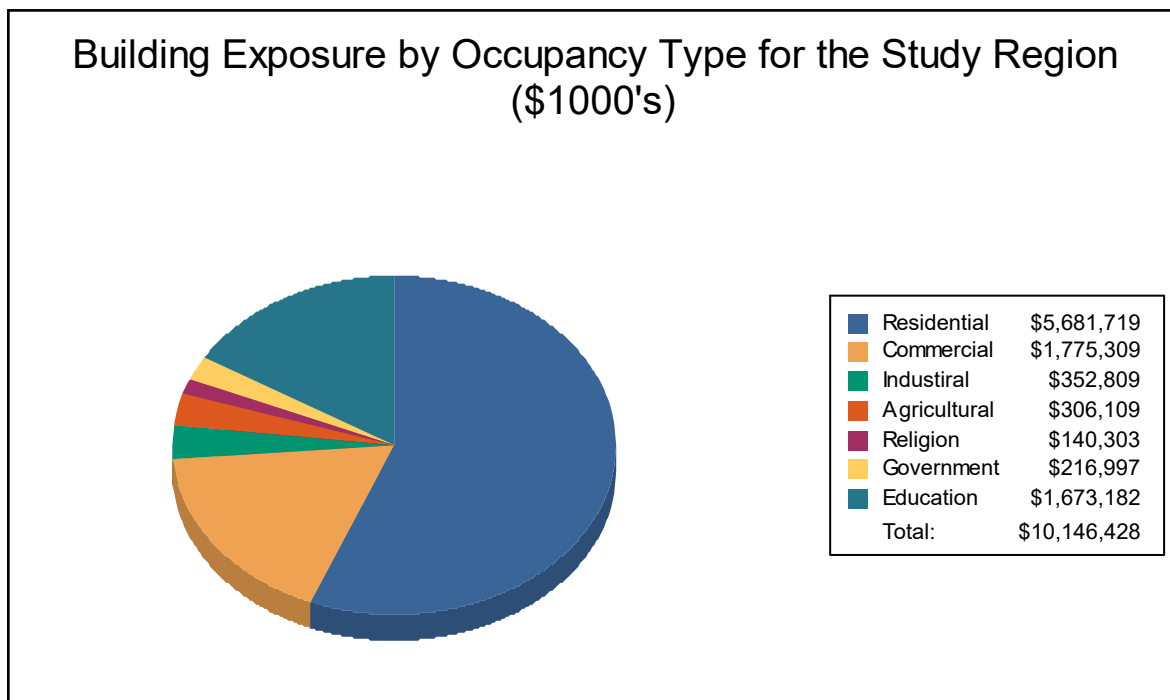
## Building Inventory

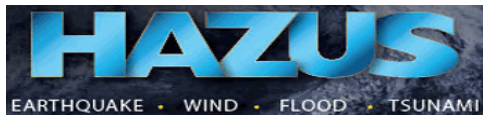
### General Building Stock

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**Table 1**  
**Building Exposure by Occupancy Type for the Study Region**

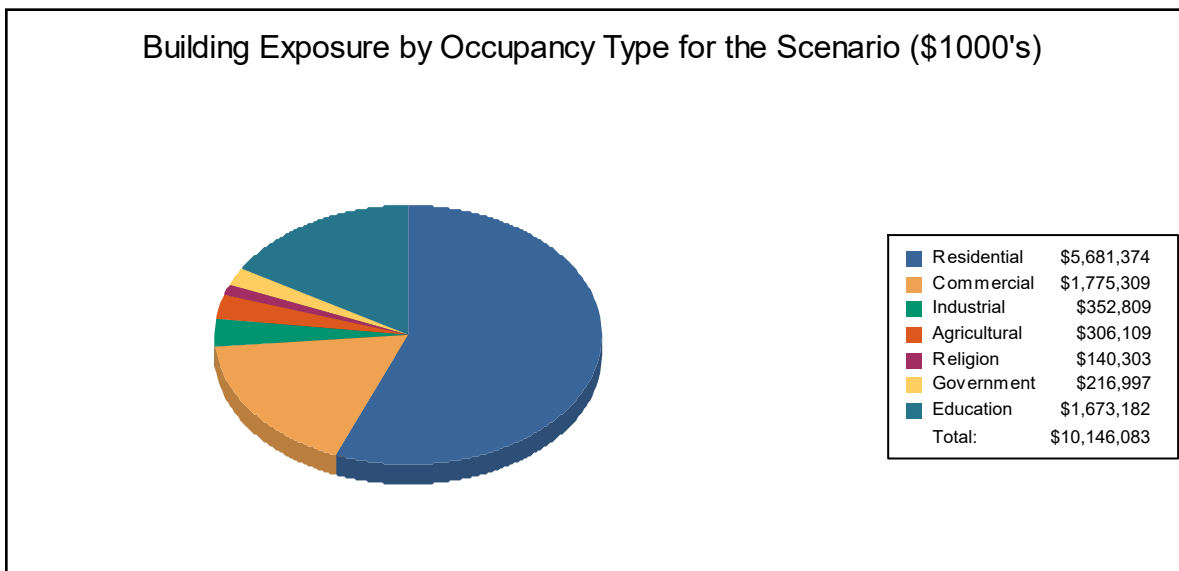
| Occupancy    | Exposure (\$1000) | Percent of Total |
|--------------|-------------------|------------------|
| Residential  | 5,681,719         | 56.0%            |
| Commercial   | 1,775,309         | 17.5%            |
| Industrial   | 352,809           | 3.5%             |
| Agricultural | 306,109           | 3.0%             |
| Religion     | 140,303           | 1.4%             |
| Government   | 216,997           | 2.1%             |
| Education    | 1,673,182         | 16.5%            |
| <b>Total</b> | <b>10,146,428</b> | <b>100%</b>      |





**Table 2**  
**Building Exposure by Occupancy Type for the Scenario**

| Occupancy    | Exposure (\$1000) | Percent of Total |
|--------------|-------------------|------------------|
| Residential  | 5,681,374         | 56.0%            |
| Commercial   | 1,775,309         | 17.5%            |
| Industrial   | 352,809           | 3.5%             |
| Agricultural | 306,109           | 3.0%             |
| Religion     | 140,303           | 1.4%             |
| Government   | 216,997           | 2.1%             |
| Education    | 1,673,182         | 16.5%            |
| <b>Total</b> | <b>10,146,083</b> | <b>100%</b>      |



### Essential Facility Inventory

For essential facilities, there are 1 hospitals in the region with a total bed capacity of 123 beds. There are 22 schools, 11 fire stations, 5 police stations and 1 emergency operation center.



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|                                   |               |
|-----------------------------------|---------------|
| <b>Study Region Name:</b>         | Walker County |
| <b>Scenario Name:</b>             | 500-yr        |
| <b>Return Period Analyzed:</b>    | 500           |
| <b>Analysis Options Analyzed:</b> | No What-Ifs   |

**Illustrating scenario flood extent, as well as exposed essential facilities and total exposure**





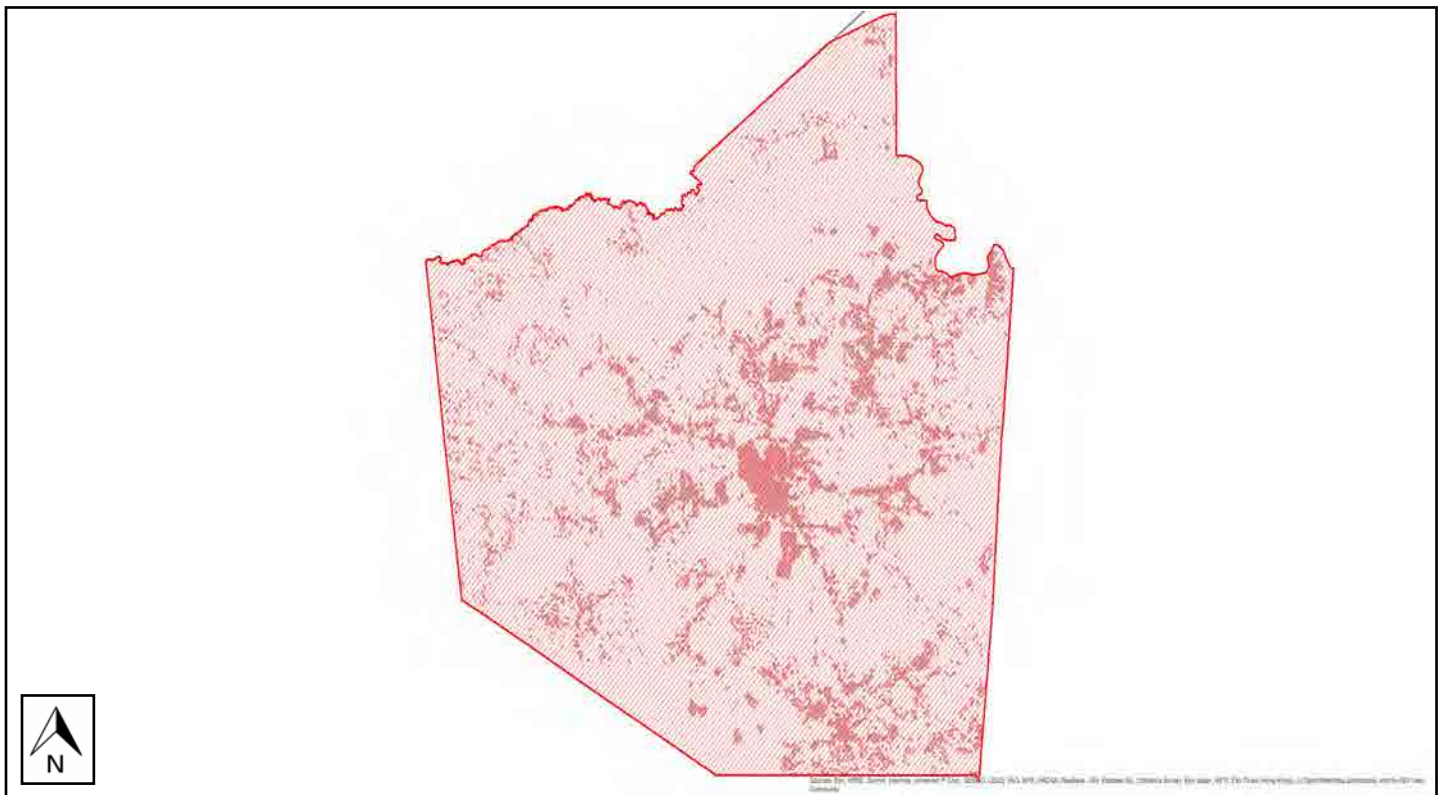


## Building Damage

### General Building Stock Damage

Hazus estimates that about 19,257 buildings will be at least moderately damaged. This is over 0% of the total number of buildings in the scenario. There are an estimated 18,564 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

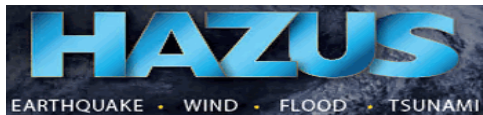
**Total Economic Loss (1 dot = \$300K) Overview Map**



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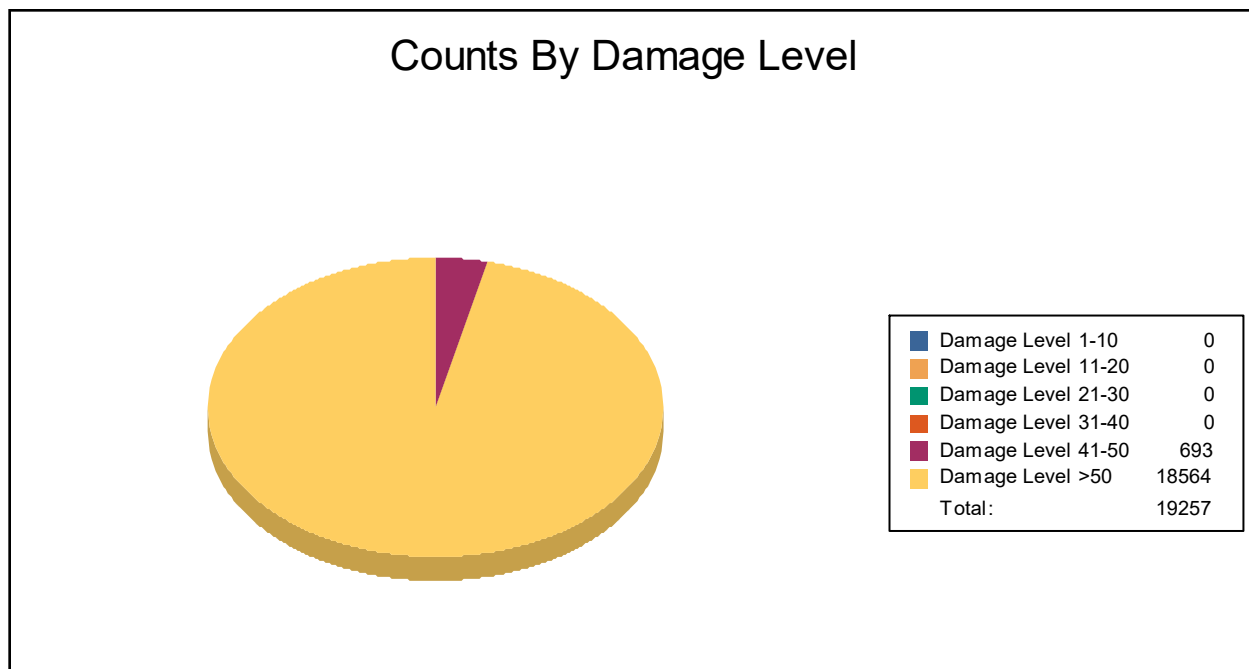
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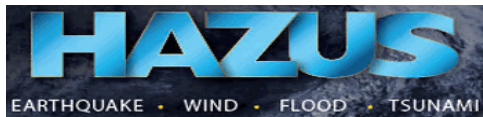
**Table 3: Expected Building Damage by Occupancy**

| Occupancy    | 1-10     |     | 11-20    |     | 21-30    |     | 31-40    |     | 41-50      |     | >50           |     |
|--------------|----------|-----|----------|-----|----------|-----|----------|-----|------------|-----|---------------|-----|
|              | Count    | (%) | Count    | (%) | Count    | (%) | Count    | (%) | Count      | (%) | Count         | (%) |
| Agriculture  | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 428           | 100 |
| Commercial   | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 1,164         | 100 |
| Education    | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 19            | 100 |
| Government   | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 50            | 100 |
| Industrial   | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 12         | 10  | 114           | 90  |
| Religion     | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 0          | 0   | 33            | 100 |
| Residential  | 0        | 0   | 0        | 0   | 0        | 0   | 0        | 0   | 681        | 4   | 16,756        | 96  |
| <b>Total</b> | <b>0</b> |     | <b>0</b> |     | <b>0</b> |     | <b>0</b> |     | <b>693</b> |     | <b>18,564</b> |     |



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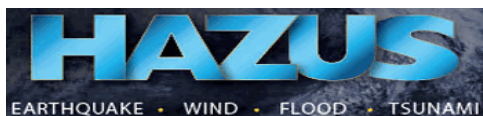
**Table 4: Expected Building Damage by Building Type**

| Building Type | 1-10  |     | 11-20 |     | 21-30 |     | 31-40 |     | 41-50 |     | >50    |     |
|---------------|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|--------|-----|
|               | Count | (%) | Count | (%) | Count | (%) | Count | (%) | Count | (%) | Count  | (%) |
| Concrete      | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 2     | 1   | 252    | 99  |
| ManufHousing  | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 3,487  | 100 |
| Masonry       | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 42    | 2   | 2,155  | 98  |
| Steel         | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 7     | 1   | 492    | 99  |
| Wood          | 0     | 0   | 0     | 0   | 0     | 0   | 0     | 0   | 640   | 5   | 12,046 | 95  |



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## Essential Facility Damage

Before the flood analyzed in this scenario, the region had 123 hospital beds available for use. On the day of the scenario flood event, the model estimates that 123 hospital beds are available in the region.

**Table 5: Expected Damage to Essential Facilities**

| Classification              | Total | # Facilities      |                      |             |
|-----------------------------|-------|-------------------|----------------------|-------------|
|                             |       | At Least Moderate | At Least Substantial | Loss of Use |
| Emergency Operation Centers | 1     | 0                 | 0                    | 0           |
| Fire Stations               | 11    | 0                 | 0                    | 0           |
| Hospitals                   | 1     | 0                 | 0                    | 0           |
| Police Stations             | 5     | 0                 | 0                    | 0           |
| Schools                     | 22    | 0                 | 0                    | 0           |

If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.



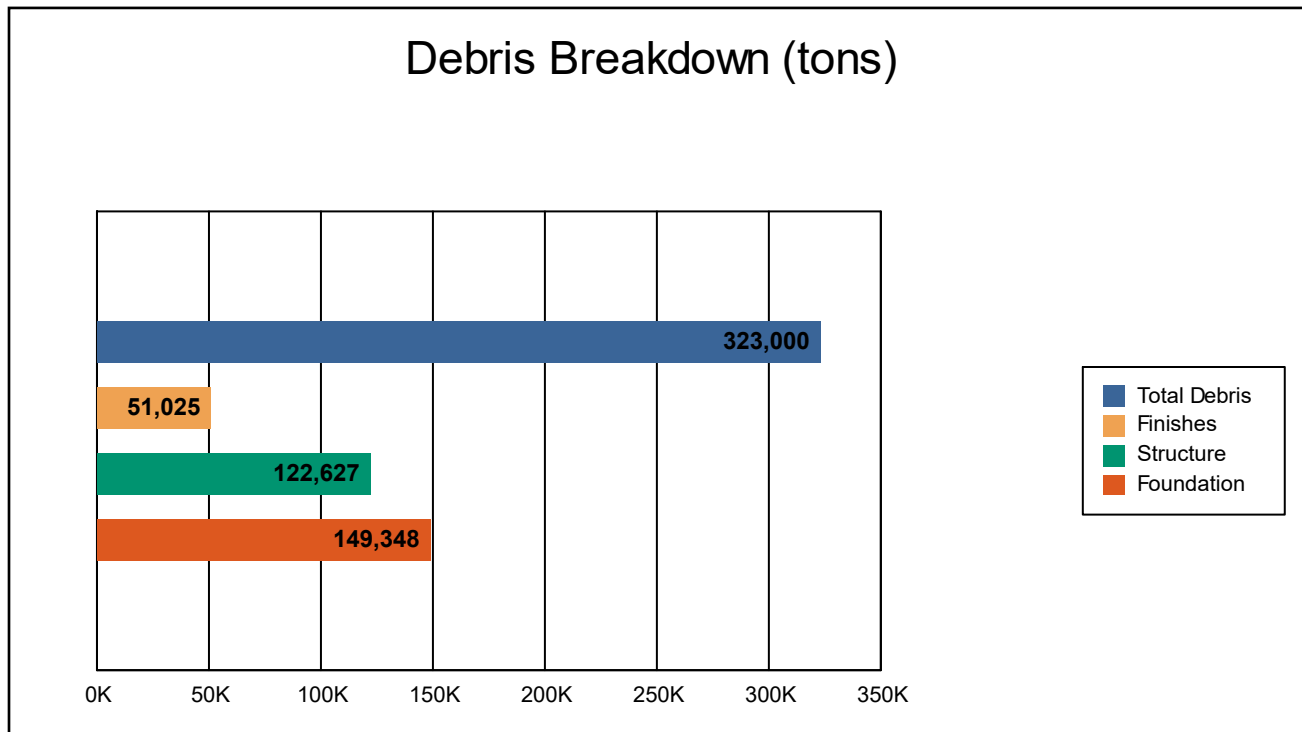
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## Induced Flood Damage

### Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.



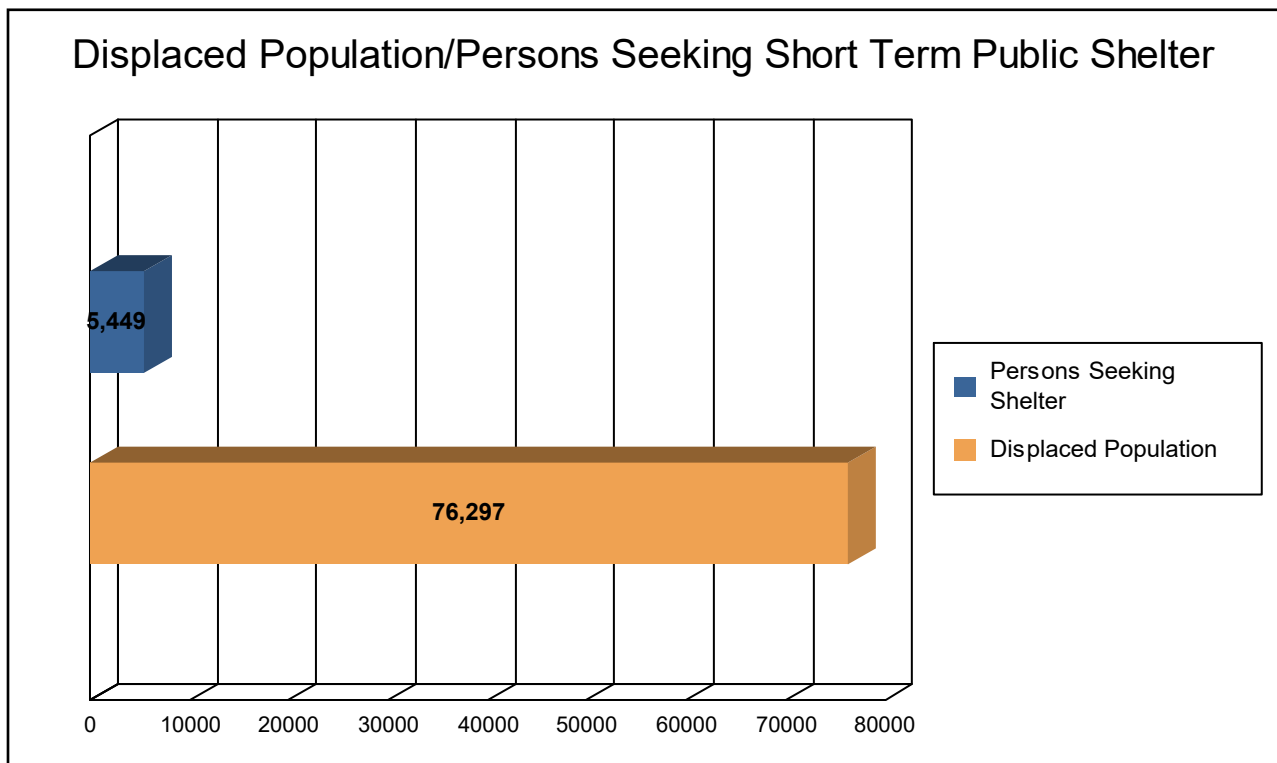
The model estimates that a total of 323,000 tons of debris will be generated. Of the total amount, Finishes comprises 16% of the total, Structure comprises 38% of the total, and Foundation comprises 46%. If the debris tonnage is converted into an estimated number of truckloads, it will require 12920 truckloads (@25 tons/truck) to remove the debris generated by the flood.



## Social Impact

### Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 25,432 households (or 76,297 of people) will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 5,449 people (out of a total population of 76,299) will seek temporary shelter in public shelters.



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## Economic Loss

The total economic loss estimated for the flood is 17,988.47 million dollars, which represents 177.29 % of the total replacement value of the scenario buildings.

### **Building-Related Losses**

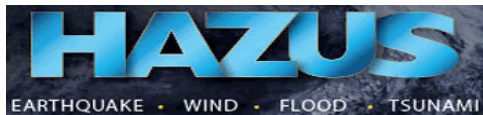
The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 11,767.15 million dollars. 35% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 38.73% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.



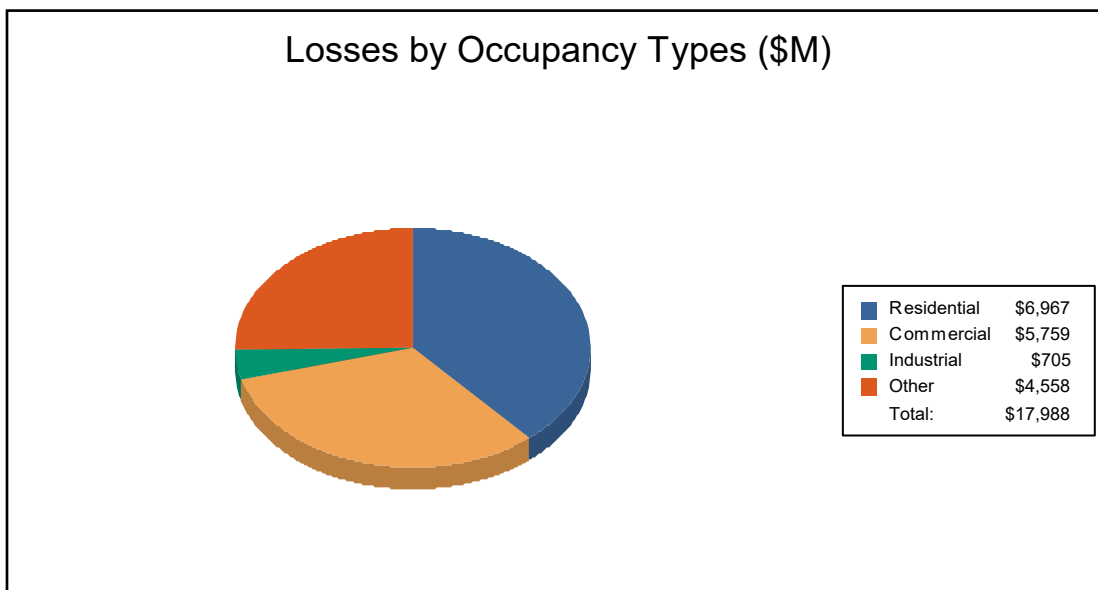
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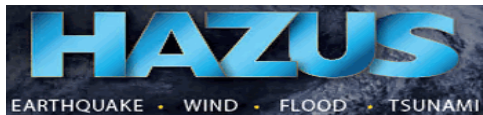
**Table 6: Building-Related Economic Loss Estimates**  
(Millions of dollars)

| Category                     | Area            | Residential     | Commercial      | Industrial    | Others          | Total            |
|------------------------------|-----------------|-----------------|-----------------|---------------|-----------------|------------------|
| <b>Building Loss</b>         |                 |                 |                 |               |                 |                  |
|                              | Building        | 3,892.94        | 1,352.36        | 224.21        | 870.91          | 6,340.43         |
|                              | Content         | 1,919.78        | 1,548.27        | 393.60        | 924.81          | 4,786.45         |
|                              | Inventory       | 0.00            | 286.94          | 61.87         | 291.46          | 640.27           |
|                              | <b>Subtotal</b> | <b>5,812.72</b> | <b>3,187.57</b> | <b>679.68</b> | <b>2,087.17</b> | <b>11,767.15</b> |
| <b>Business Interruption</b> |                 |                 |                 |               |                 |                  |
|                              | Income          | 43.05           | 1,085.63        | 6.13          | 279.60          | 1,414.41         |
|                              | Relocation      | 649.69          | 333.70          | 7.96          | 173.24          | 1,164.58         |
|                              | Rental Income   | 360.20          | 246.55          | 1.64          | 28.63           | 637.02           |
|                              | Wage            | 101.21          | 905.40          | 9.58          | 1,989.12        | 3,005.31         |
|                              | <b>Subtotal</b> | <b>1,154.14</b> | <b>2,571.28</b> | <b>25.31</b>  | <b>2,470.59</b> | <b>6,221.32</b>  |
| <b>ALL</b>                   | <b>Total</b>    | <b>6,966.86</b> | <b>5,758.85</b> | <b>704.99</b> | <b>4,557.76</b> | <b>17,988.47</b> |



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## **Appendix A: County Listing for the Region**

Texas

- Walker



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**Appendix B: Regional Population and Building Value Data**

|                           | Population    | Building Value (thousands of dollars) |                  |                   |
|---------------------------|---------------|---------------------------------------|------------------|-------------------|
|                           |               | Residential                           | Non-Residential  | Total             |
| <b>Texas</b>              |               |                                       |                  |                   |
| Walker                    | 76,299        | 5,681,719                             | 4,464,709        | 10,146,428        |
| <b>Total</b>              | <b>76,299</b> | <b>5,681,719</b>                      | <b>4,464,709</b> | <b>10,146,428</b> |
| <b>Total Study Region</b> | <b>76,299</b> | <b>5,681,719</b>                      | <b>4,464,709</b> | <b>10,146,428</b> |



## Hazus: Hurricane Global Risk Report

**Region Name:** Walker County

**Hurricane Scenario:** Probabilistic 100-year Return Period

**Print Date:** Friday, May 12, 2023

**Disclaimer:**

*Totals only reflect data for those census tracts/blocks included in the user's study region.*

*The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique.*

*Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Hurricane. These results can be improved by using enhanced inventory data.*



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## General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency and the National Institute of Building Sciences. The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The hurricane loss estimates provided in this report are based on a region that includes 1 county(ies) from the following state(s):

- Texas

Note:

Appendix A contains a complete listing of the counties contained in the region .

The geographical size of the region is 802.99 square miles and contains 12 census tracts. There are over 24 thousand households in the region and a total population of 76,400 people. The distribution of population by State and County is provided in Appendix B.

There are an estimated 23 thousand buildings in the region with a total building replacement value (excluding contents) of 10,148 million dollars. Approximately 88% of the buildings (and 56% of the building value) are associated with residential housing.

## Building Inventory

### General Building Stock

Hazus estimates that there are 23,512 buildings in the region which have an aggregate total replacement value of Table 1 presents the relative distribution of the value with respect to the general occupancies. Appendix B provides distribution of the building value by State and County.

### Building Exposure by Occupancy Type

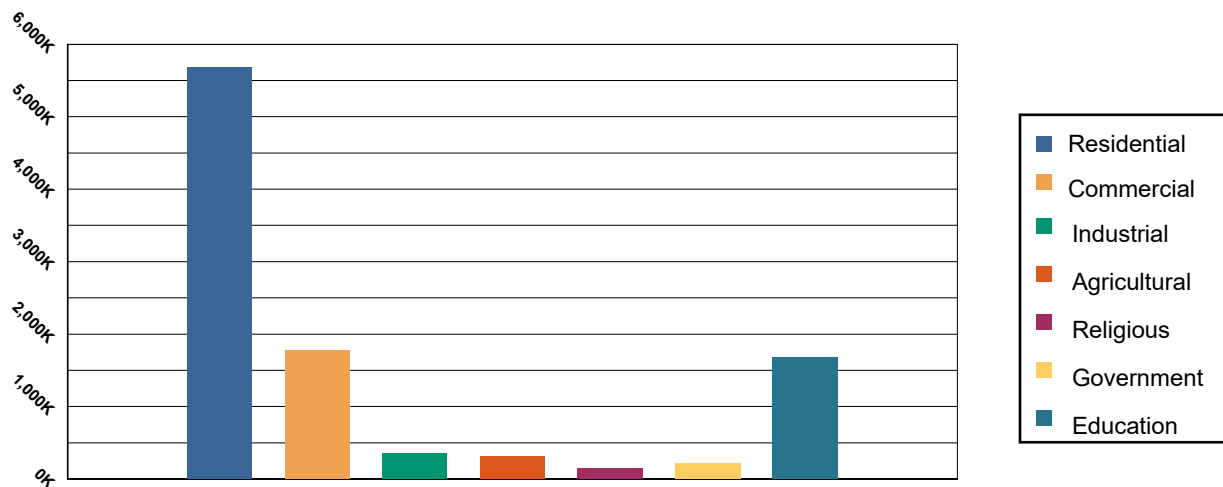


Table 1: Building Exposure by Occupancy Type

| Occupancy    | Exposure (\$1000) | Percent of Tot |
|--------------|-------------------|----------------|
| Residential  | 5,682,729         | 56.00%         |
| Commercial   | 1,775,693         | 17.50%         |
| Industrial   | 352,862           | 3.48%          |
| Agricultural | 306,190           | 3.02%          |
| Religious    | 140,329           | 1.38%          |
| Government   | 217,017           | 2.14%          |
| Education    | 1,673,196         | 16.49%         |
| <b>Total</b> | <b>10,148,016</b> | <b>100.00%</b> |

### Essential Facility Inventory

For essential facilities, there are 1 hospitals in the region with a total bed capacity of 123 beds. There are 22 schools, 11 fire stations, 5 police stations and 1 emergency operation facilities.



## Hurricane Scenario

Hazus used the following set of information to define the hurricane parameters for the hurricane loss estimate provided in this report.

**Scenario Name:** Probabilistic

**Type:** Probabilistic

## Building Damage

### General Building Stock Damage

Hazus estimates that about 110 buildings will be at least moderately damaged. This is over 0% of the total number of buildings in the region. There are an estimated 1 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Hurricane technical manual. Table 2 below summarizes the expected damage by general occupancy for the buildings in the region. Table 3 summarizes the expected damage by general building type.

### Expected Building Damage by Occupancy

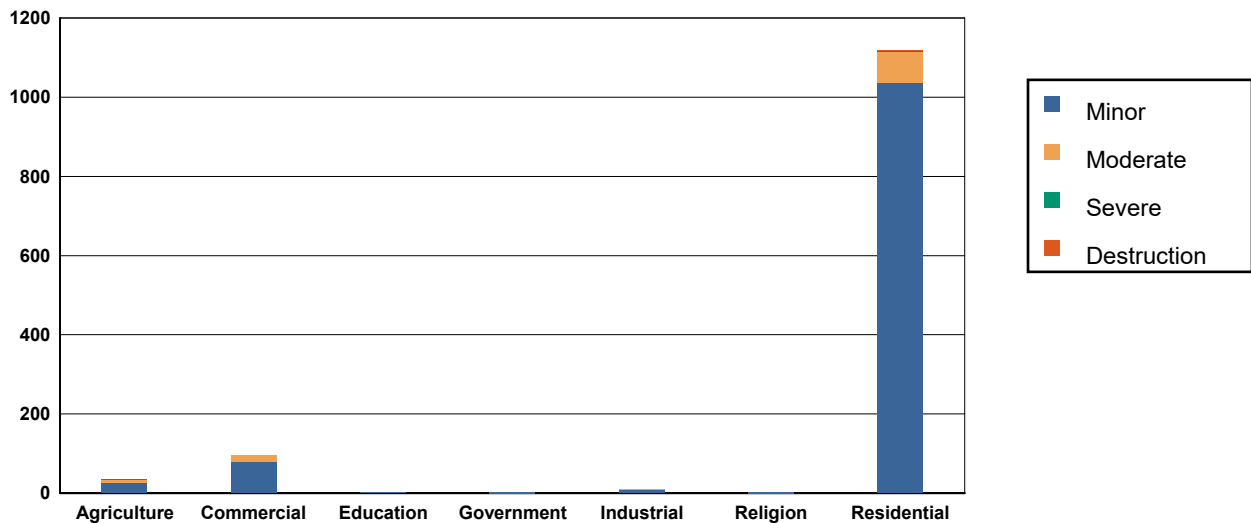


Table 2: Expected Building Damage by Occupancy : 100 - year Event

| Occupancy    | None             |       | Minor           |      | Moderate      |      | Severe      |      | Destruction |      |
|--------------|------------------|-------|-----------------|------|---------------|------|-------------|------|-------------|------|
|              | Count            | (%)   | Count           | (%)  | Count         | (%)  | Count       | (%)  | Count       | (%)  |
| Agriculture  | 535.77           | 93.67 | 27.13           | 4.74 | 6.45          | 1.13 | 2.52        | 0.44 | 0.13        | 0.02 |
| Commercial   | 1,692.72         | 94.62 | 79.70           | 4.45 | 16.23         | 0.91 | 0.35        | 0.02 | 0.00        | 0.00 |
| Education    | 42.47            | 96.52 | 1.45            | 3.29 | 0.09          | 0.19 | 0.00        | 0.00 | 0.00        | 0.00 |
| Government   | 90.86            | 96.65 | 2.97            | 3.16 | 0.17          | 0.18 | 0.00        | 0.00 | 0.00        | 0.00 |
| Industrial   | 234.73           | 95.81 | 9.51            | 3.88 | 0.71          | 0.29 | 0.04        | 0.02 | 0.00        | 0.00 |
| Religion     | 84.85            | 96.42 | 2.97            | 3.37 | 0.18          | 0.20 | 0.01        | 0.01 | 0.00        | 0.00 |
| Residential  | 19,561.36        | 94.59 | 1,035.51        | 5.01 | 81.25         | 0.39 | 0.54        | 0.00 | 1.35        | 0.01 |
| <b>Total</b> | <b>22,242.76</b> |       | <b>1,159.22</b> |      | <b>105.07</b> |      | <b>3.47</b> |      | <b>1.48</b> |      |



**Table 3: Expected Building Damage by Building Type : 100 - year Event**

| Building Type | None   |       | Minor |      | Moderate |      | Severe |      | Destruction |      |
|---------------|--------|-------|-------|------|----------|------|--------|------|-------------|------|
|               | Count  | (%)   | Count | (%)  | Count    | (%)  | Count  | (%)  | Count       | (%)  |
| Concrete      | 467    | 94.69 | 24    | 4.80 | 3        | 0.51 | 0      | 0.00 | 0           | 0.00 |
| Masonry       | 2,975  | 94.20 | 150   | 4.75 | 30       | 0.94 | 3      | 0.10 | 0           | 0.00 |
| MH            | 3,821  | 99.33 | 19    | 0.50 | 5        | 0.12 | 0      | 0.00 | 2           | 0.05 |
| Steel         | 799    | 94.41 | 38    | 4.47 | 9        | 1.10 | 0      | 0.02 | 0           | 0.00 |
| Wood          | 14,298 | 94.35 | 818   | 5.39 | 37       | 0.24 | 1      | 0.01 | 0           | 0.00 |



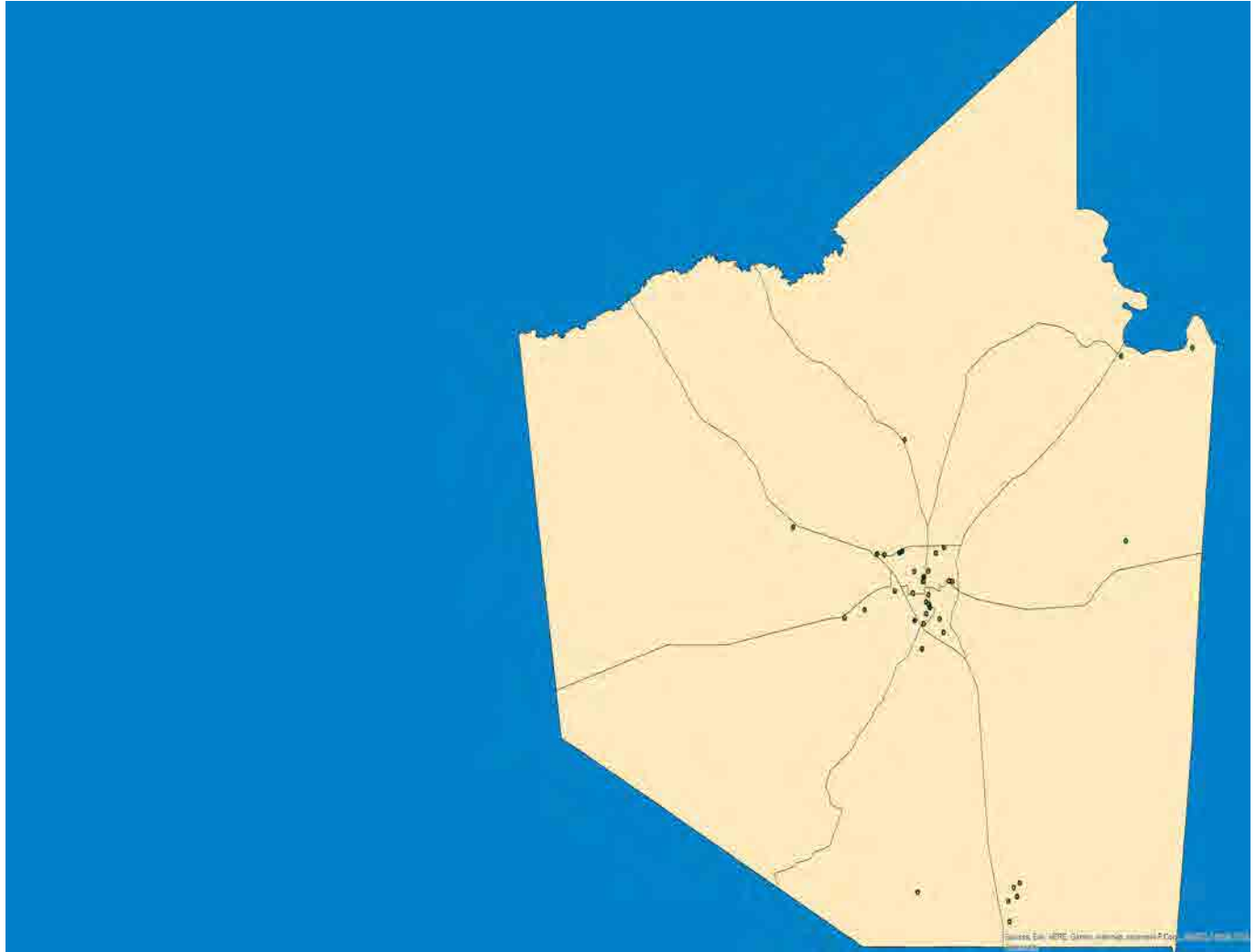


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### **Essential Facility Damage**

Before the hurricane, the region had 123 hospital beds available for use. On the day of the hurricane, the model estimates that 123 hospital beds (100%) are available for use by patients already in the hospital and those injured by the hurricane. After one week, 100% of the beds will be in service. By 30 days, 100% will be operational.

### Thematic Map of Essential Facilities

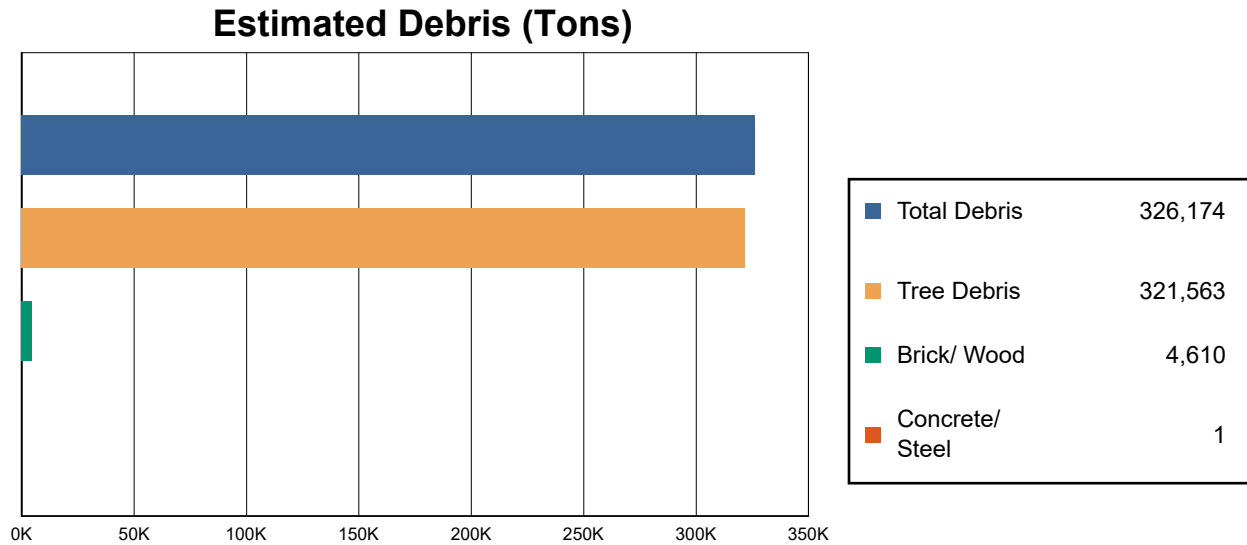


**Table 4: Expected Damage to Essential Facilities**

| Classification  | Total | # Facilities                                  |                                      |                              |
|-----------------|-------|-----------------------------------------------|--------------------------------------|------------------------------|
|                 |       | Probability of at Least Moderate Damage > 50% | Probability of Complete Damage > 50% | Expected Loss of Use < 1 day |
| EOCs            | 1     | 0                                             | 0                                    | 1                            |
| Fire Stations   | 11    | 0                                             | 0                                    | 11                           |
| Hospitals       | 1     | 0                                             | 0                                    | 1                            |
| Police Stations | 5     | 0                                             | 0                                    | 5                            |
| Schools         | 22    | 0                                             | 0                                    | 22                           |

## Induced Hurricane Damage

### Debris Generation

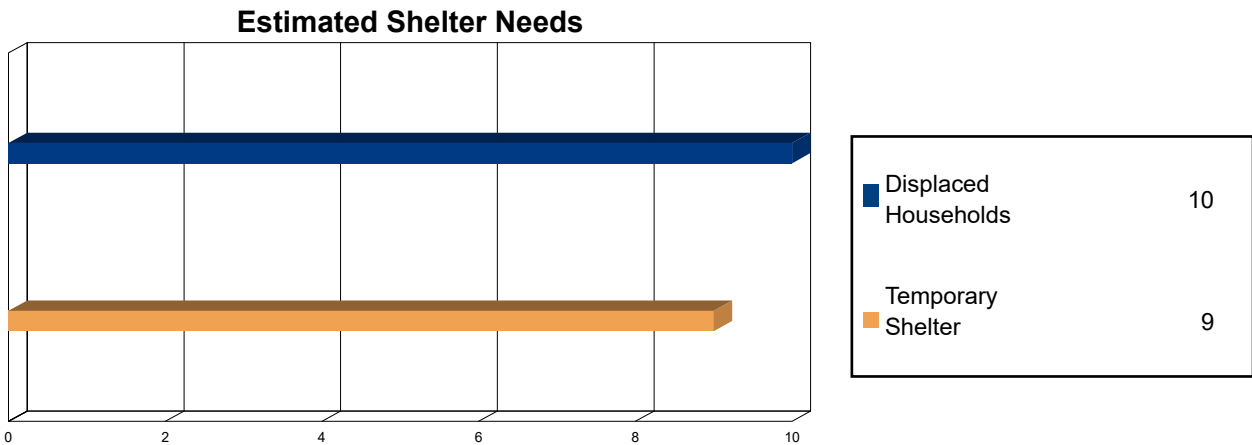


Hazus estimates the amount of debris that will be generated by the hurricane. The model breaks the debris into four general categories: a) Brick/Wood, b) Reinforced Concrete/Steel, c) Eligible Tree Debris, and d) Other Tree Debris. This distinction is made because of the different types of material handling equipment required to handle the debris.

The model estimates that a total of 326,174 tons of debris will be generated. Of the total amount, 299,879 tons (92%) is Other Tree Debris. Of the remaining 26,295 tons, Brick/Wood comprises 18% of the total, Reinforced Concrete/Steel comprises of 0% of the total, with the remainder being Eligible Tree Debris. If the building debris tonnage is converted to an estimated number of truckloads, it will require 184 truckloads (@25 tons/truck) to remove the building debris generated by the hurricane. The number of Eligible Tree Debris truckloads will depend on how the 21,684 tons of Eligible Tree Debris are collected and processed. The volume of tree debris generally ranges from about 4 cubic yards per ton for chipped or compacted tree debris to about 10 cubic yards per ton for bulkier, uncompacted debris.

## Social Impact

### Shelter Requirement



Hazus estimates the number of households that are expected to be displaced from their homes due to the hurricane and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 10 households to be displaced due to the hurricane. Of these, 9 people (out of a total population of 76,400) will seek temporary shelter in public shelters.



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## Economic Loss

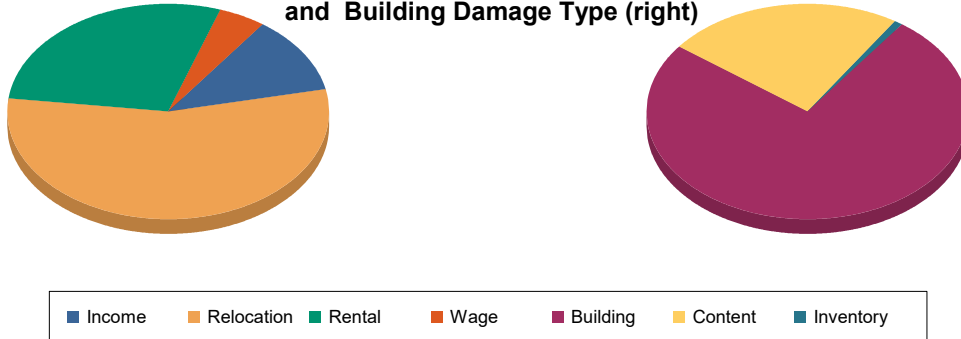
The total economic loss estimated for the hurricane is 57.9 million dollars, which represents 0.57 % of the total replacement value of the region's buildings.

### **Building-Related Losses**

The building related losses are broken into two categories: direct property damage losses and business interruption losses. The direct property damage losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the hurricane. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the hurricane.

The total property damage losses were 58 million dollars. 6% of the estimated losses were related to the business interruption of the region. By far, the largest loss was sustained by the residential occupancies which made up over 87% of the total loss. Table 5 below provides a summary of the losses associated with the building damage.

Loss by Business Interruption Type (left)  
and Building Damage Type (right)



Loss Type by General Occupancy

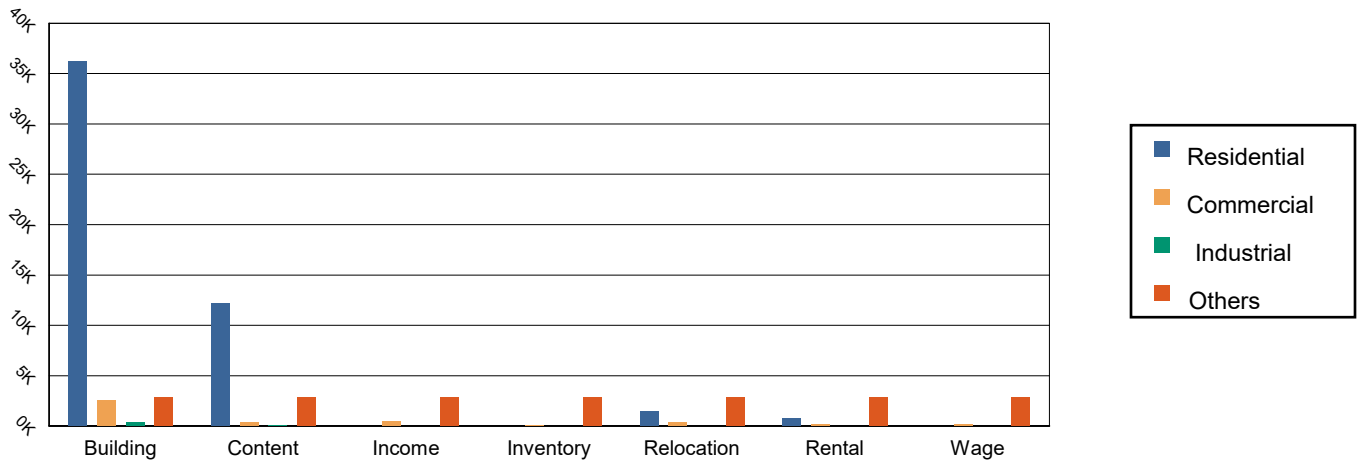


Table 5: Building-Related Economic Loss Estimates

(Thousands of dollars)

| Category                          | Area            | Residential      | Commercial      | Industrial    | Others          | Total            |
|-----------------------------------|-----------------|------------------|-----------------|---------------|-----------------|------------------|
| <b>Property Damage</b>            |                 |                  |                 |               |                 |                  |
|                                   | Building        | 36,205.99        | 2,538.84        | 317.23        | 1,908.22        | 40,970.29        |
|                                   | Content         | 12,157.29        | 388.31          | 44.39         | 384.53          | 12,974.53        |
|                                   | Inventory       | 0.00             | 32.36           | 6.80          | 352.35          | 391.50           |
|                                   | <b>Subtotal</b> | <b>48,363.29</b> | <b>2,959.51</b> | <b>368.41</b> | <b>2,645.11</b> | <b>54,336.32</b> |
| <b>Business Interruption Loss</b> |                 |                  |                 |               |                 |                  |
|                                   | Income          | 0.00             | 412.26          | 0.52          | 0.00            | 412.77           |
|                                   | Relocation      | 1,385.80         | 386.13          | 12.24         | 176.35          | 1,960.52         |
|                                   | Rental          | 798.86           | 204.26          | 0.35          | 5.70            | 1,009.16         |
|                                   | Wage            | 0.00             | 167.24          | 0.85          | 0.00            | 168.09           |
|                                   | <b>Subtotal</b> | <b>2,184.66</b>  | <b>1,169.88</b> | <b>13.96</b>  | <b>182.05</b>   | <b>3,550.54</b>  |



Total

|       |           |          |        |          |           |
|-------|-----------|----------|--------|----------|-----------|
| Total | 50,547.95 | 4,129.39 | 382.37 | 2,827.16 | 57,886.86 |
|-------|-----------|----------|--------|----------|-----------|



---

## **Appendix A: County Listing for the Region**

Texas

- Walker





**Appendix B: Regional Population and Building Value Data**

|                           | Population    | Building Value (thousands of dollars) |                  |                   |
|---------------------------|---------------|---------------------------------------|------------------|-------------------|
|                           |               | Residential                           | Non-Residential  | Total             |
| <b>Texas</b>              |               |                                       |                  |                   |
| Walker                    | 76,400        | 5,682,729                             | 4,465,287        | 10,148,016        |
| <b>Total</b>              | <b>76,400</b> | <b>5,682,729</b>                      | <b>4,465,287</b> | <b>10,148,016</b> |
| <b>Study Region Total</b> | <b>76,400</b> | <b>5,682,729</b>                      | <b>4,465,287</b> | <b>10,148,016</b> |



# Hazus: Hurricane Global Risk Report

**Region Name:** Walker County

**Hurricane Scenario:** Probabilistic 500-year Return Period

**Print Date:** Friday, May 12, 2023

**Disclaimer:**

*Totals only reflect data for those census tracts/blocks included in the user's study region.*

*The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique.*

*Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Hurricane. These results can be improved by using enhanced inventory data.*



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## General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency and the National Institute of Building Sciences. The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The hurricane loss estimates provided in this report are based on a region that includes 1 county(ies) from the following state(s):

- Texas

Note:

Appendix A contains a complete listing of the counties contained in the region .

The geographical size of the region is 802.99 square miles and contains 12 census tracts. There are over 24 thousand households in the region and a total population of 76,400 people. The distribution of population by State and County is provided in Appendix B.

There are an estimated 23 thousand buildings in the region with a total building replacement value (excluding contents) of 10,148 million dollars. Approximately 88% of the buildings (and 56% of the building value) are associated with residential housing.

## Building Inventory

### General Building Stock

Hazus estimates that there are 23,512 buildings in the region which have an aggregate total replacement value of Table 1 presents the relative distribution of the value with respect to the general occupancies. Appendix B provides distribution of the building value by State and County.

### Building Exposure by Occupancy Type

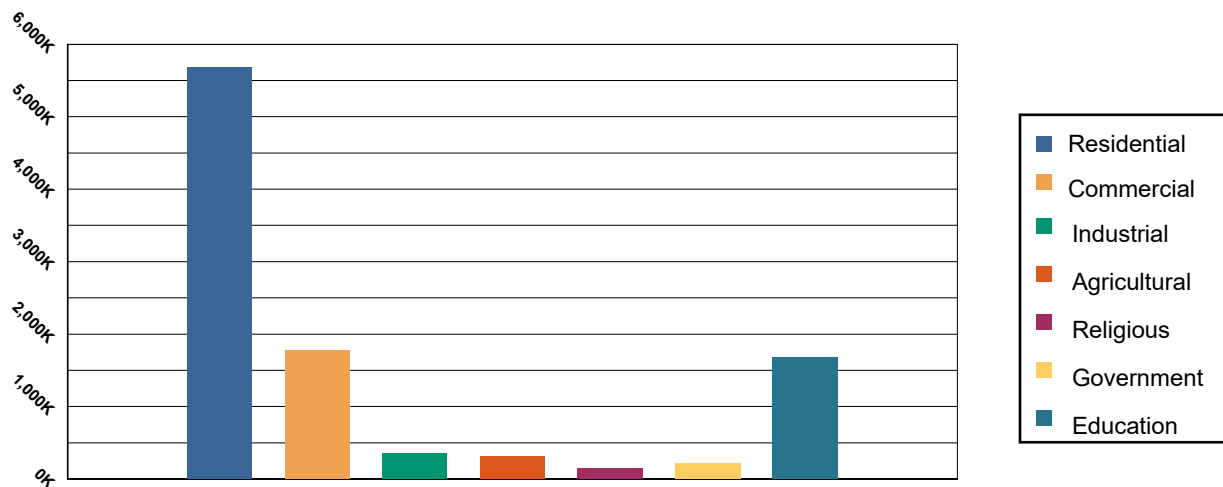


Table 1: Building Exposure by Occupancy Type

| Occupancy    | Exposure (\$1000) | Percent of Tot |
|--------------|-------------------|----------------|
| Residential  | 5,682,729         | 56.00%         |
| Commercial   | 1,775,693         | 17.50%         |
| Industrial   | 352,862           | 3.48%          |
| Agricultural | 306,190           | 3.02%          |
| Religious    | 140,329           | 1.38%          |
| Government   | 217,017           | 2.14%          |
| Education    | 1,673,196         | 16.49%         |
| <b>Total</b> | <b>10,148,016</b> | <b>100.00%</b> |

### Essential Facility Inventory

For essential facilities, there are 1 hospitals in the region with a total bed capacity of 123 beds. There are 22 schools, 11 fire stations, 5 police stations and 1 emergency operation facilities.



## Hurricane Scenario

Hazus used the following set of information to define the hurricane parameters for the hurricane loss estimate provided in this report.

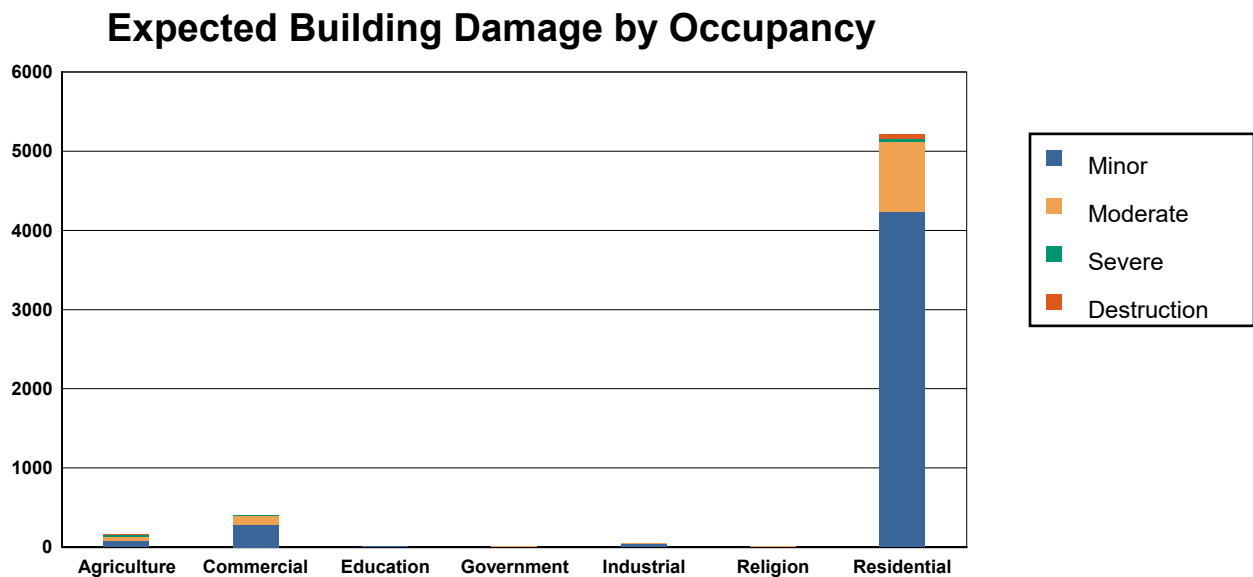
**Scenario Name:** Probabilistic

**Type:** Probabilistic

## Building Damage

### General Building Stock Damage

Hazus estimates that about 1,201 buildings will be at least moderately damaged. This is over 5% of the total number of buildings in the region. There are an estimated 59 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Hurricane technical manual. Table 2 below summarizes the expected damage by general occupancy for the buildings in the region. Table 3 summarizes the expected damage by general building type.



**Table 2: Expected Building Damage by Occupancy : 500 - year Event**

| Occupancy    | None             |       | Minor           |       | Moderate        |      | Severe       |      | Destruction  |      |
|--------------|------------------|-------|-----------------|-------|-----------------|------|--------------|------|--------------|------|
|              | Count            | (%)   | Count           | (%)   | Count           | (%)  | Count        | (%)  | Count        | (%)  |
| Agriculture  | 410.23           | 71.72 | 84.96           | 14.85 | 47.26           | 8.26 | 26.28        | 4.59 | 3.27         | 0.57 |
| Commercial   | 1,382.36         | 77.27 | 278.94          | 15.59 | 119.41          | 6.67 | 8.20         | 0.46 | 0.09         | 0.01 |
| Education    | 36.58            | 83.14 | 5.73            | 13.02 | 1.56            | 3.54 | 0.13         | 0.30 | 0.00         | 0.00 |
| Government   | 77.91            | 82.88 | 12.48           | 13.28 | 3.32            | 3.53 | 0.29         | 0.31 | 0.00         | 0.00 |
| Industrial   | 195.49           | 79.79 | 36.36           | 14.84 | 11.70           | 4.78 | 1.41         | 0.57 | 0.04         | 0.01 |
| Religion     | 71.45            | 81.19 | 12.95           | 14.71 | 3.29            | 3.74 | 0.31         | 0.36 | 0.00         | 0.00 |
| Residential  | 15,467.01        | 74.79 | 4,238.36        | 20.49 | 883.01          | 4.27 | 35.73        | 0.17 | 55.89        | 0.27 |
| <b>Total</b> | <b>17,641.03</b> |       | <b>4,669.78</b> |       | <b>1,069.55</b> |      | <b>72.35</b> |      | <b>59.29</b> |      |



**Table 3: Expected Building Damage by Building Type : 500 - year Event**

| Building Type | None   |       | Minor |       | Moderate |      | Severe |      | Destruction |      |
|---------------|--------|-------|-------|-------|----------|------|--------|------|-------------|------|
|               | Count  | (%)   | Count | (%)   | Count    | (%)  | Count  | (%)  | Count       | (%)  |
| Concrete      | 370    | 75.11 | 83    | 16.74 | 38       | 7.75 | 2      | 0.40 | 0           | 0.00 |
| Masonry       | 2,363  | 74.83 | 534   | 16.92 | 218      | 6.91 | 37     | 1.18 | 5           | 0.15 |
| MH            | 3,469  | 90.18 | 205   | 5.32  | 119      | 3.10 | 4      | 0.11 | 49          | 1.29 |
| Steel         | 651    | 76.96 | 119   | 14.12 | 69       | 8.17 | 6      | 0.74 | 0           | 0.01 |
| Wood          | 11,200 | 73.91 | 3,415 | 22.54 | 491      | 3.24 | 28     | 0.19 | 20          | 0.13 |



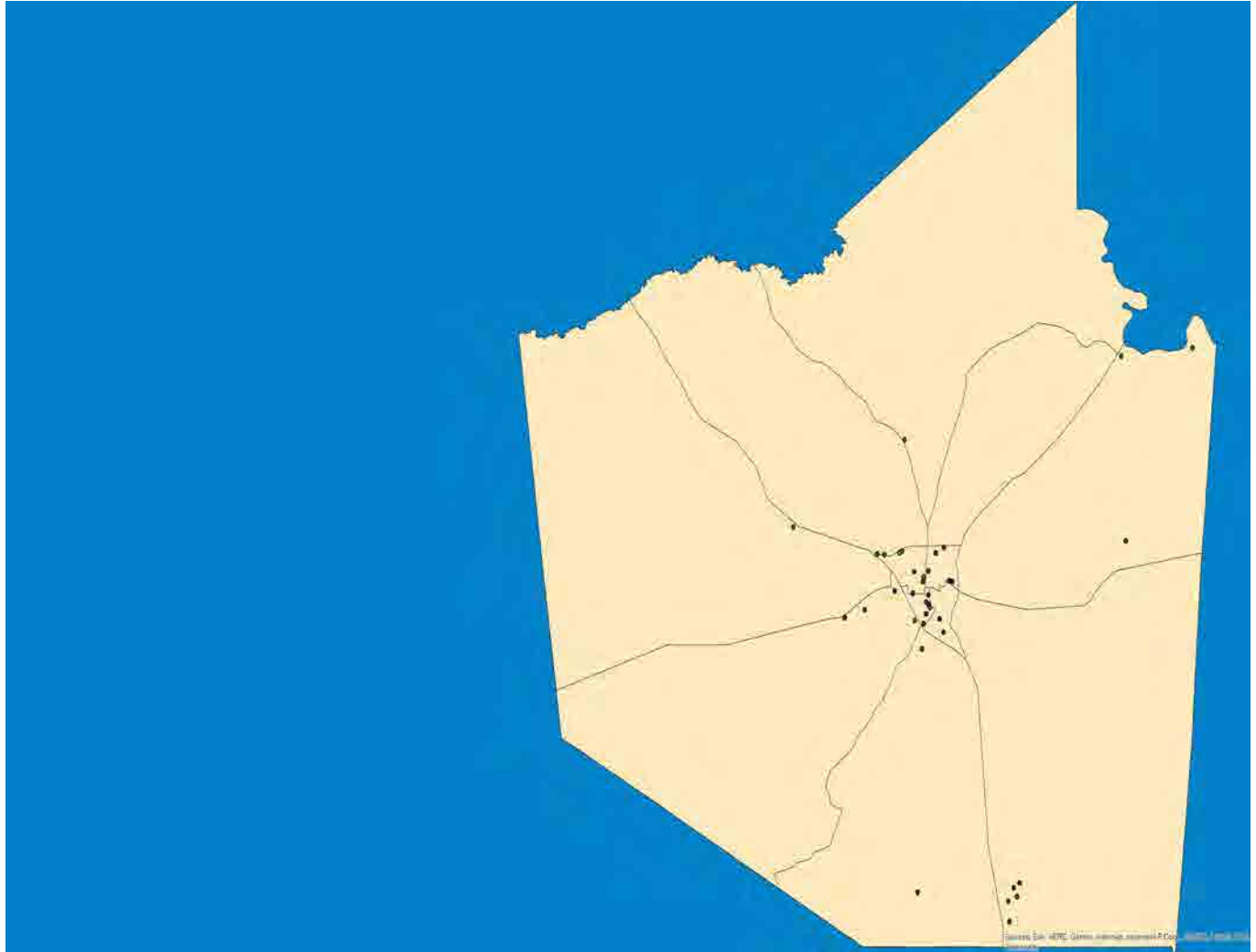


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### **Essential Facility Damage**

Before the hurricane, the region had 123 hospital beds available for use. On the day of the hurricane, the model estimates that 123 hospital beds (100%) are available for use by patients already in the hospital and those injured by the hurricane. After one week, 100% of the beds will be in service. By 30 days, 100% will be operational.

### Thematic Map of Essential Facilities

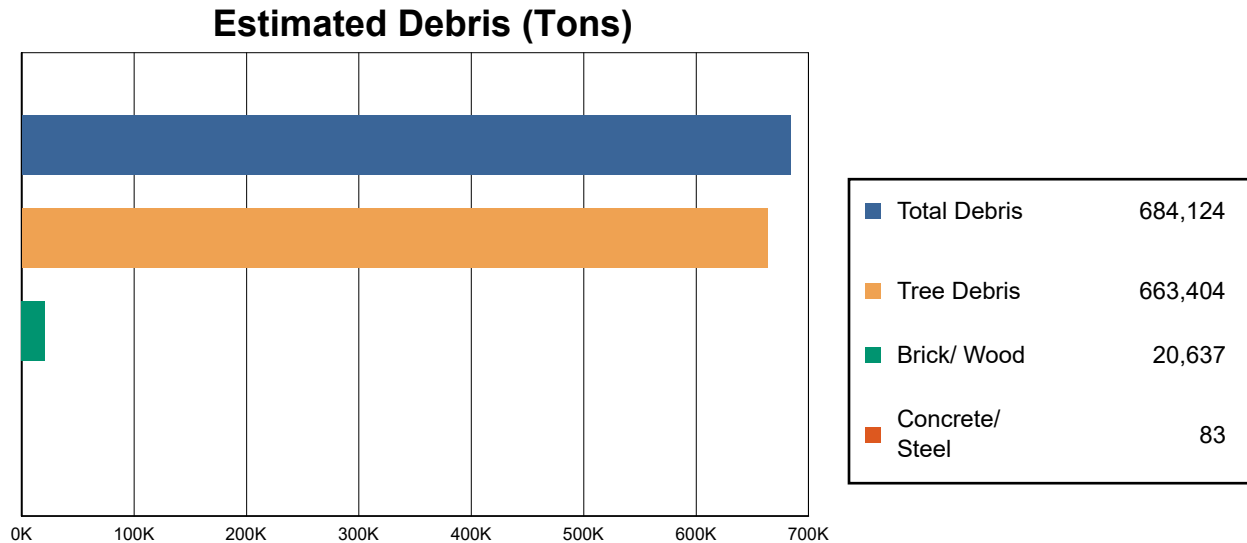


**Table 4: Expected Damage to Essential Facilities**

| Classification  | Total | # Facilities                                  |                                      |                              |
|-----------------|-------|-----------------------------------------------|--------------------------------------|------------------------------|
|                 |       | Probability of at Least Moderate Damage > 50% | Probability of Complete Damage > 50% | Expected Loss of Use < 1 day |
| EOCs            | 1     | 0                                             | 0                                    | 1                            |
| Fire Stations   | 11    | 0                                             | 0                                    | 11                           |
| Hospitals       | 1     | 0                                             | 0                                    | 1                            |
| Police Stations | 5     | 0                                             | 0                                    | 5                            |
| Schools         | 22    | 0                                             | 0                                    | 5                            |

## Induced Hurricane Damage

### Debris Generation

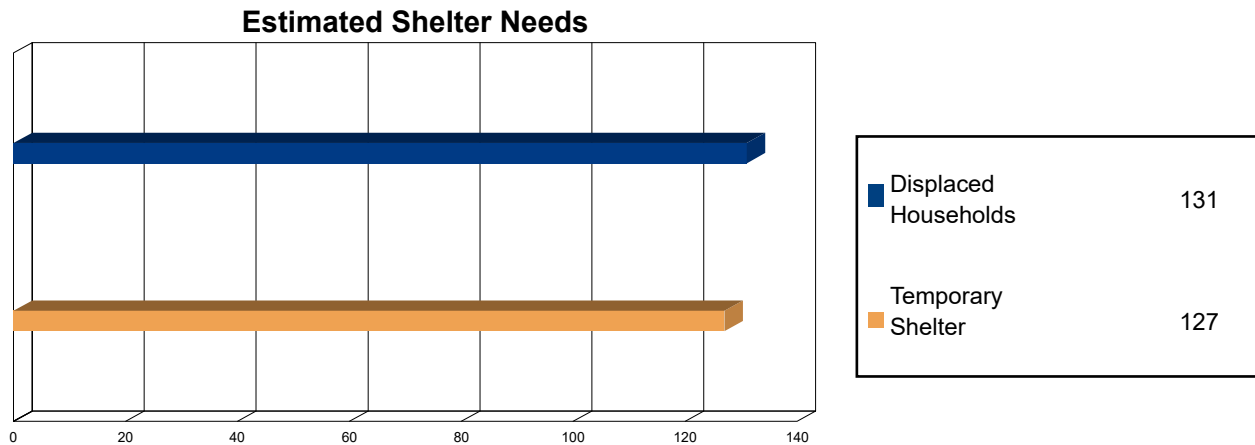


Hazus estimates the amount of debris that will be generated by the hurricane. The model breaks the debris into four general categories: a) Brick/Wood, b) Reinforced Concrete/Steel, c) Eligible Tree Debris, and d) Other Tree Debris. This distinction is made because of the different types of material handling equipment required to handle the debris.

The model estimates that a total of 684,124 tons of debris will be generated. Of the total amount, 616,960 tons (90%) is Other Tree Debris. Of the remaining 67,164 tons, Brick/Wood comprises 31% of the total, Reinforced Concrete/Steel comprises of 0% of the total, with the remainder being Eligible Tree Debris. If the building debris tonnage is converted to an estimated number of truckloads, it will require 829 truckloads (@25 tons/truck) to remove the building debris generated by the hurricane. The number of Eligible Tree Debris truckloads will depend on how the 46,444 tons of Eligible Tree Debris are collected and processed. The volume of tree debris generally ranges from about 4 cubic yards per ton for chipped or compacted tree debris to about 10 cubic yards per ton for bulkier, uncompacted debris.

## Social Impact

### Shelter Requirement



Hazus estimates the number of households that are expected to be displaced from their homes due to the hurricane and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 131 households to be displaced due to the hurricane. Of these, 127 people (out of a total population of 76,400) will seek temporary shelter in public shelters.



## Economic Loss

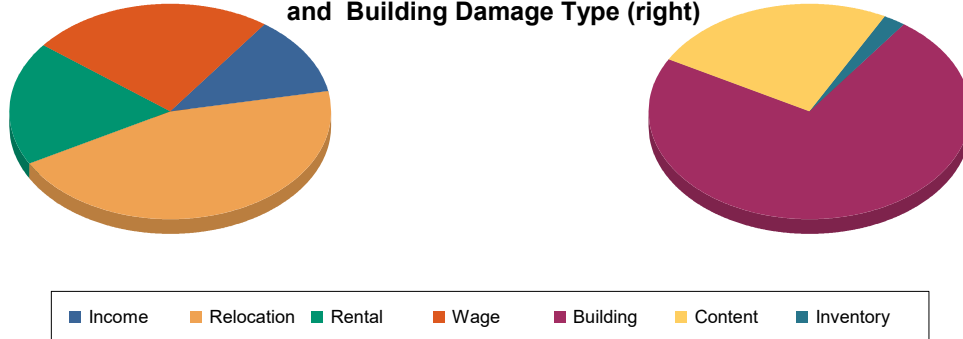
The total economic loss estimated for the hurricane is 250.5 million dollars, which represents 2.47 % of the total replacement value of the region's buildings.

### **Building-Related Losses**

The building related losses are broken into two categories: direct property damage losses and business interruption losses. The direct property damage losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the hurricane. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the hurricane.

The total property damage losses were 250 million dollars. 15% of the estimated losses were related to the business interruption of the region. By far, the largest loss was sustained by the residential occupancies which made up over 71% of the total loss. Table 5 below provides a summary of the losses associated with the building damage.

Loss by Business Interruption Type (left)  
and Building Damage Type (right)



Loss Type by General Occupancy

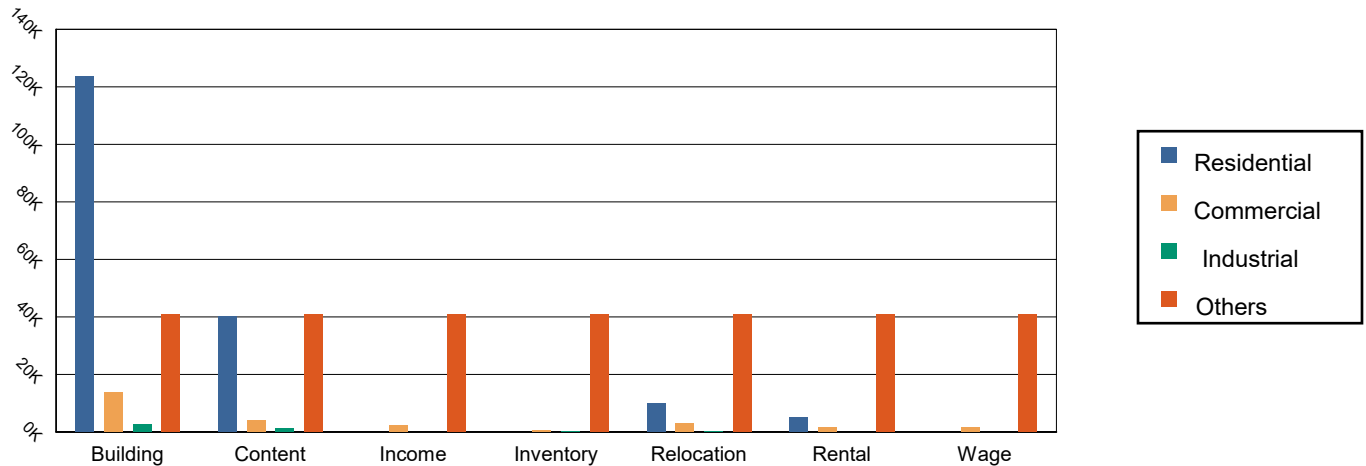


Table 5: Building-Related Economic Loss Estimates

(Thousands of dollars)

| Category                          | Area            | Residential       | Commercial       | Industrial      | Others           | Total             |
|-----------------------------------|-----------------|-------------------|------------------|-----------------|------------------|-------------------|
| <b>Property Damage</b>            |                 |                   |                  |                 |                  |                   |
|                                   | Building        | 123,481.24        | 13,715.30        | 2,408.09        | 15,764.50        | 155,369.14        |
|                                   | Content         | 40,388.03         | 3,939.46         | 1,262.13        | 7,127.94         | 52,717.56         |
|                                   | Inventory       | 0.00              | 639.14           | 196.30          | 4,137.21         | 4,972.64          |
|                                   | <b>Subtotal</b> | <b>163,869.26</b> | <b>18,293.91</b> | <b>3,866.52</b> | <b>27,029.65</b> | <b>213,059.34</b> |
| <b>Business Interruption Loss</b> |                 |                   |                  |                 |                  |                   |
|                                   | Income          | 2.66              | 2,176.50         | 36.88           | 2,266.36         | 4,482.41          |
|                                   | Relocation      | 9,824.14          | 2,996.15         | 270.75          | 3,727.48         | 16,818.51         |
|                                   | Rental          | 5,098.40          | 1,586.14         | 32.07           | 300.45           | 7,017.06          |
|                                   | Wage            | 6.27              | 1,536.08         | 60.98           | 7,505.28         | 9,108.62          |
|                                   | <b>Subtotal</b> | <b>14,931.48</b>  | <b>8,294.87</b>  | <b>400.68</b>   | <b>13,799.58</b> | <b>37,426.60</b>  |



Total

|       |            |           |          |           |            |
|-------|------------|-----------|----------|-----------|------------|
| Total | 178,800.74 | 26,588.77 | 4,267.19 | 40,829.22 | 250,485.93 |
|-------|------------|-----------|----------|-----------|------------|



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## **Appendix A: County Listing for the Region**

Texas  
- Walker





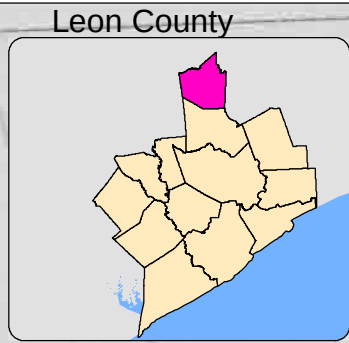
**Appendix B: Regional Population and Building Value Data**

|                           | Population    | Building Value (thousands of dollars) |                  |                   |
|---------------------------|---------------|---------------------------------------|------------------|-------------------|
|                           |               | Residential                           | Non-Residential  | Total             |
| <b>Texas</b>              |               |                                       |                  |                   |
| Walker                    | 76,400        | 5,682,729                             | 4,465,287        | 10,148,016        |
| <b>Total</b>              | <b>76,400</b> | <b>5,682,729</b>                      | <b>4,465,287</b> | <b>10,148,016</b> |
| <b>Study Region Total</b> | <b>76,400</b> | <b>5,682,729</b>                      | <b>4,465,287</b> | <b>10,148,016</b> |

# Appendix B

## H-GAC MAPS

# Walker County Planning Area Map



Leon County

Houston County

Trinity County

Madison County

Grimes County

San Jacinto County

Montgomery County

N

0 3 6 12 18 Miles

## Critical Facilities

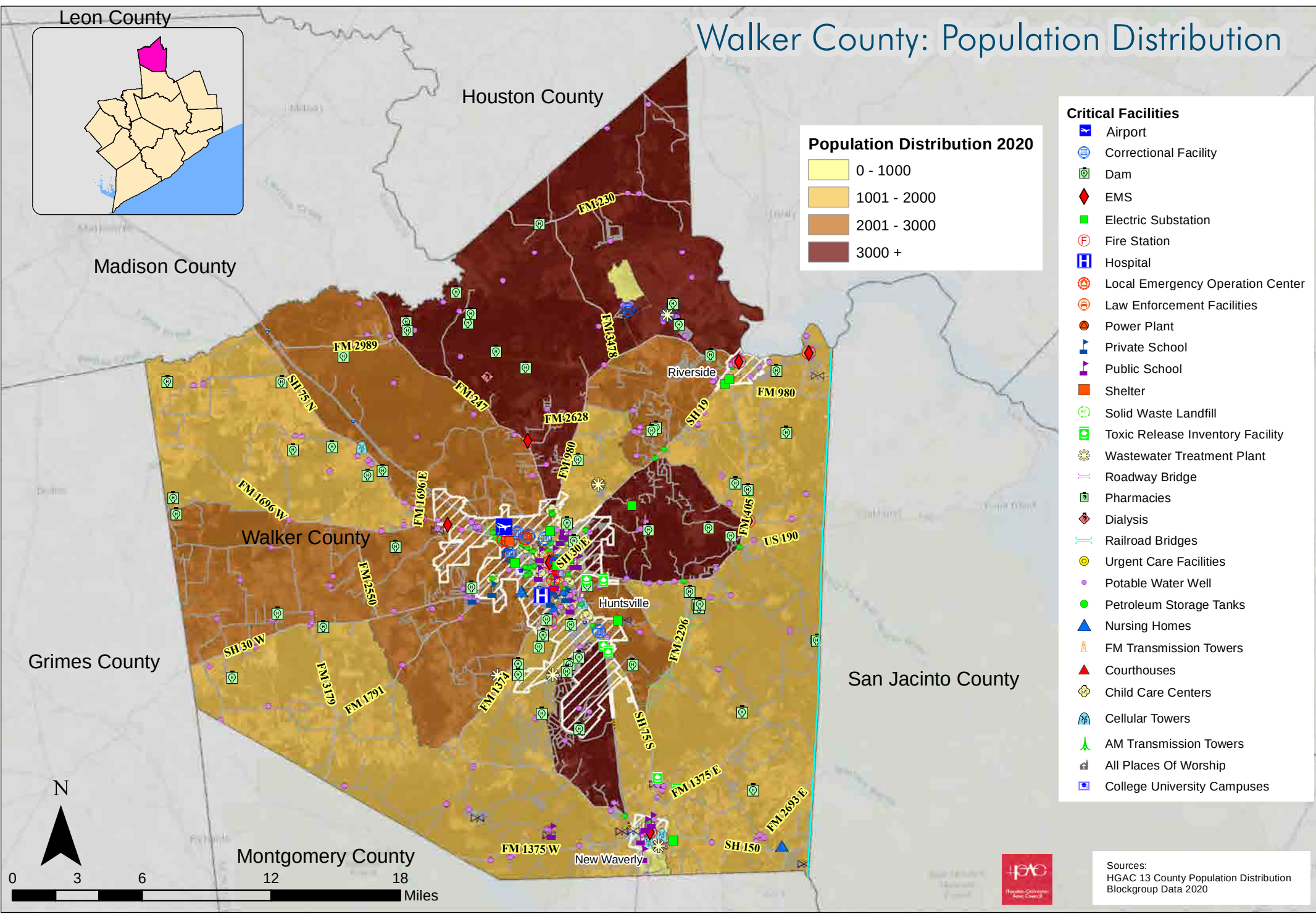
- Airport
- Correctional Facility
- Dam
- EMS
- Electric Substation
- Fire Station
- Hospital
- Local Emergency Operation Center
- Law Enforcement Facilities
- Power Plant
- Private School
- Public School
- Shelter
- Solid Waste Landfill
- Toxic Release Inventory Facility
- Wastewater Treatment Plant
- Roadway Bridge
- Pharmacies
- Dialysis
- Railroad Bridges
- Urgent Care Facilities
- Potable Water Well
- Petroleum Storage Tanks
- Nursing Homes
- FM Transmission Towers
- Courthouses
- Child Care Centers
- Cellular Towers
- AM Transmission Towers
- All Places Of Worship
- College University Campuses

Sources:  
Facilities : Regional Land Use Information System,  
H-GAC, 2023





# Walker County: Population Distribution



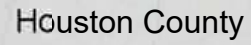




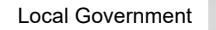
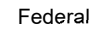
[illegible]



## Leon County



Owner Type



High



## Grimes County

# Walker County

## Huntsville

## San Jacinto County

Montgomery County

**FM 1375 W**

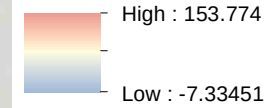
New Waverly

Sources:  
National Inventory of Dams, 2023



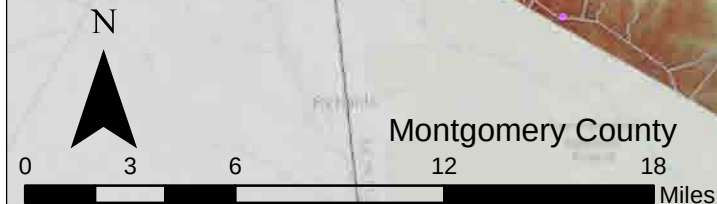
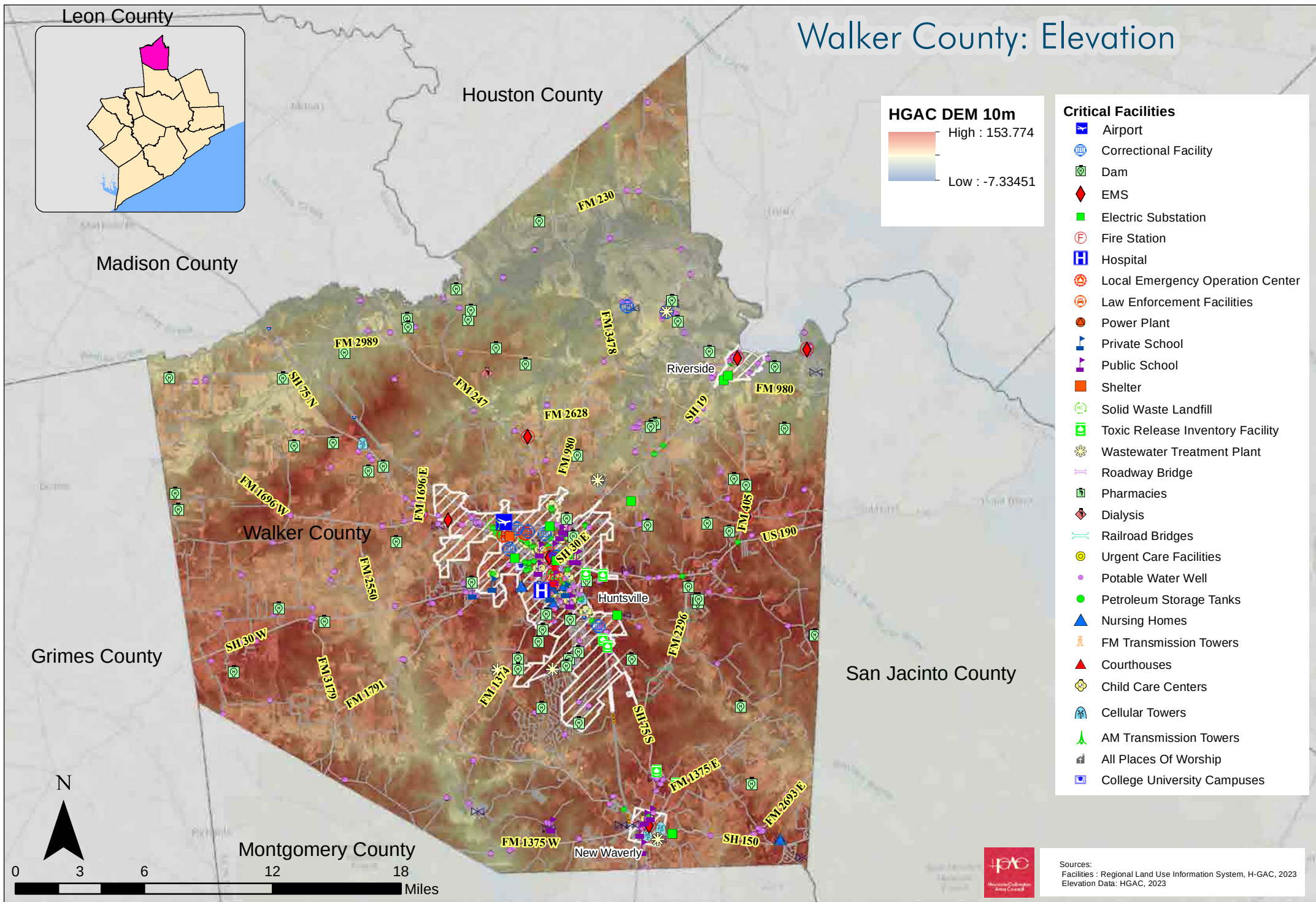
# Walker County: Elevation

## HGAC DEM 10m



## Critical Facilities

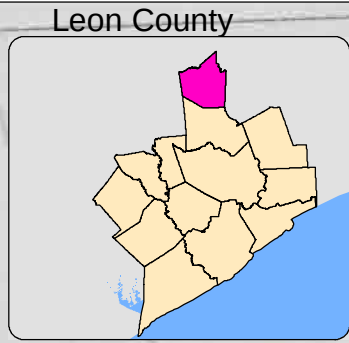
- Airport
- Correctional Facility
- Dam
- EMS
- Electric Substation
- Fire Station
- Hospital
- Local Emergency Operation Center
- Law Enforcement Facilities
- Power Plant
- Private School
- Public School
- Shelter
- Solid Waste Landfill
- Toxic Release Inventory Facility
- Wastewater Treatment Plant
- Roadway Bridge
- Pharmacies
- Dialysis
- Railroad Bridges
- Urgent Care Facilities
- Potable Water Well
- Petroleum Storage Tanks
- Nursing Homes
- FM Transmission Towers
- Courthouses
- Child Care Centers
- Cellular Towers
- AM Transmission Towers
- All Places Of Worship
- College University Campuses



Sources:  
Facilities : Regional Land Use Information System, H-GAC, 2023  
Elevation Data: HGAC, 2023



# Walker County: Floodplain

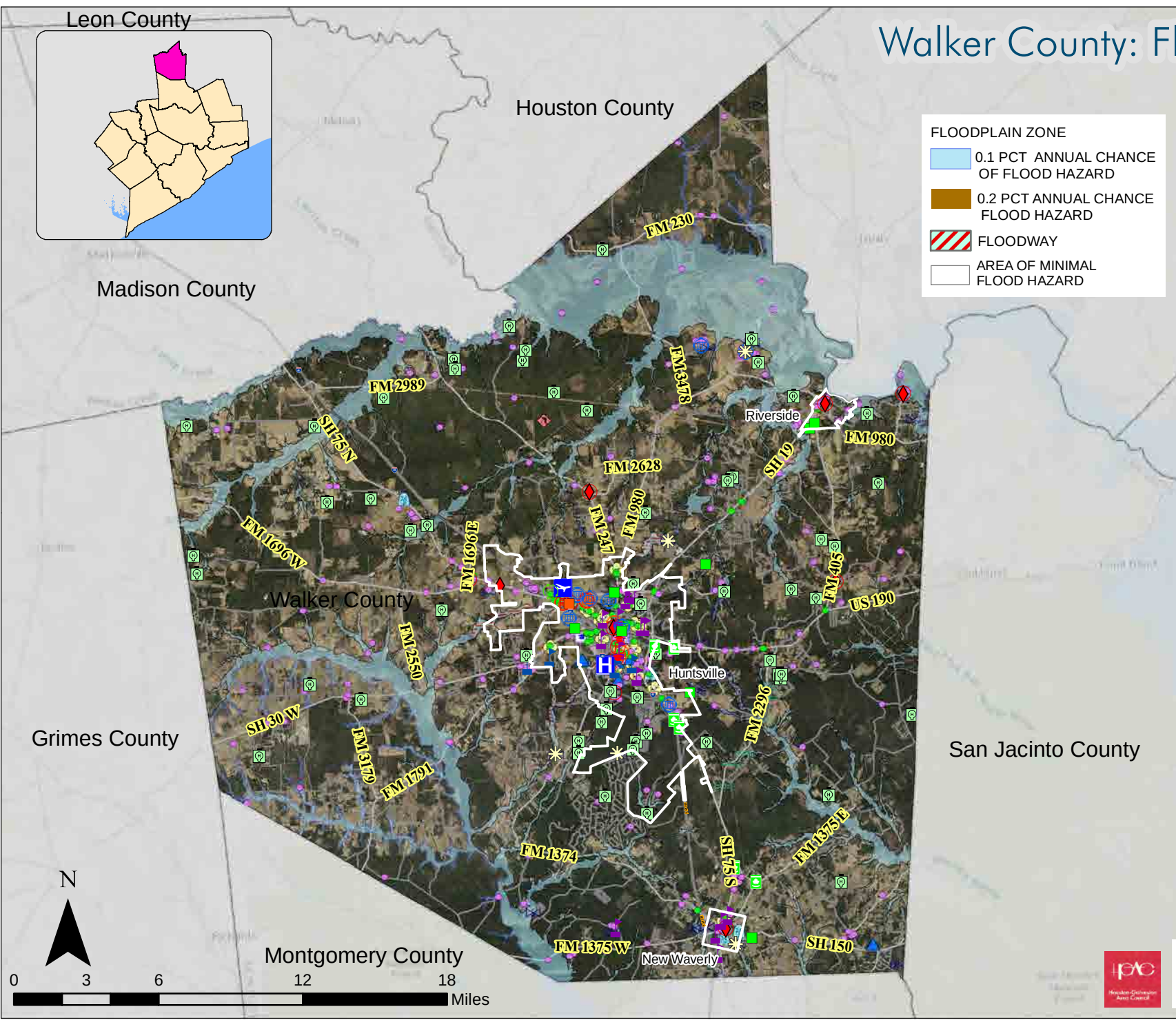


**FLOODPLAIN ZONE**

- 0.1 PCT ANNUAL CHANCE OF FLOOD HAZARD
- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- FLOODWAY
- AREA OF MINIMAL FLOOD HAZARD

**Critical Facilities**

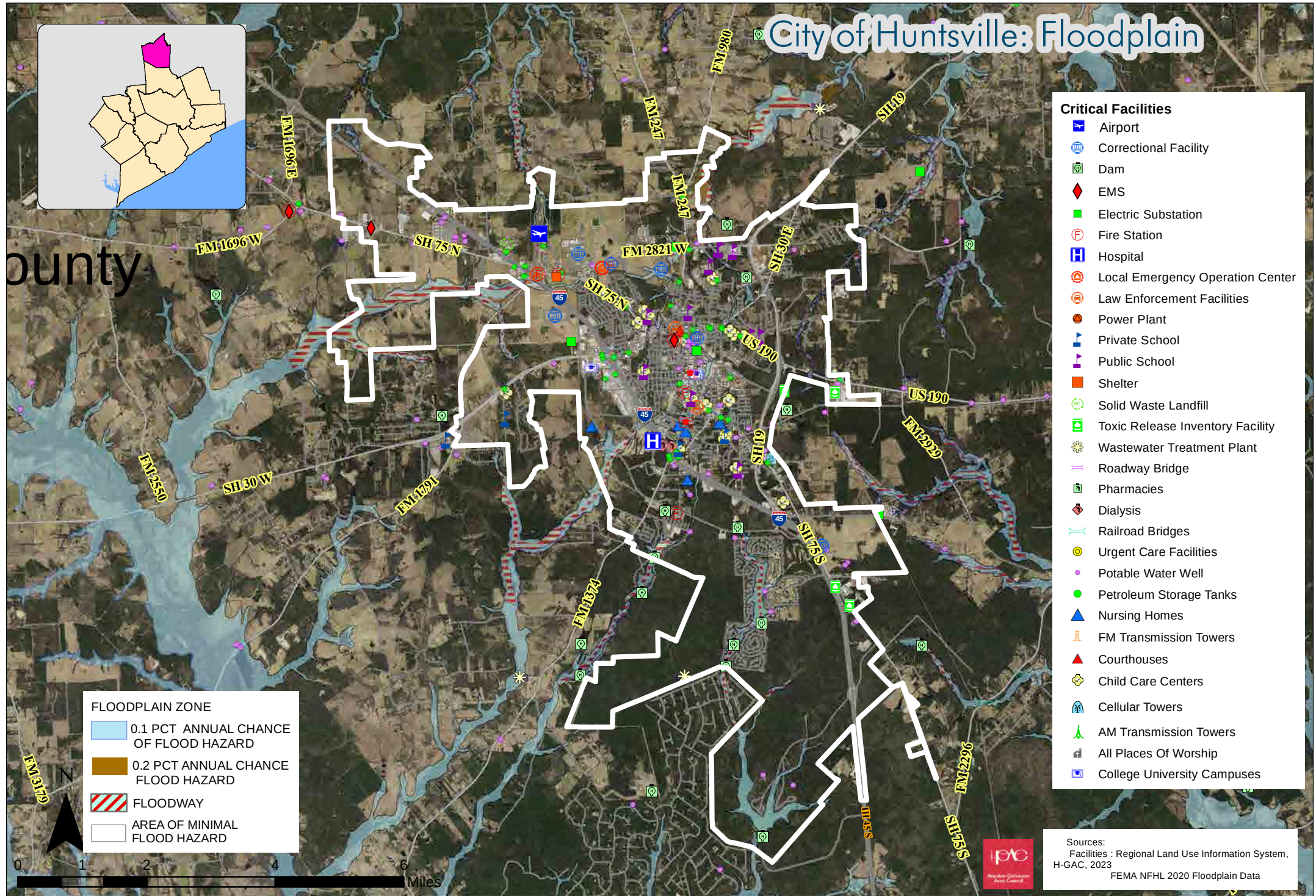
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- Correctional Facility
- Dam
- EMS
- Electric Substation
- Fire Station
- Hospital
- Local Emergency Operation Center
- Law Enforcement Facilities
- Power Plant
- Private School
- Public School
- Shelter
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- Toxic Release Inventory Facility
- Wastewater Treatment Plant
- Roadway Bridge
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- Petroleum Storage Tanks
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- Child Care Centers
- Cellular Towers
- AM Transmission Towers
- All Places Of Worship
- College University Campuses



Sources:  
 Facilities : Regional Land Use Information System, H-GAC, 2023  
 FEMA NFHL 2020 Floodplain Data

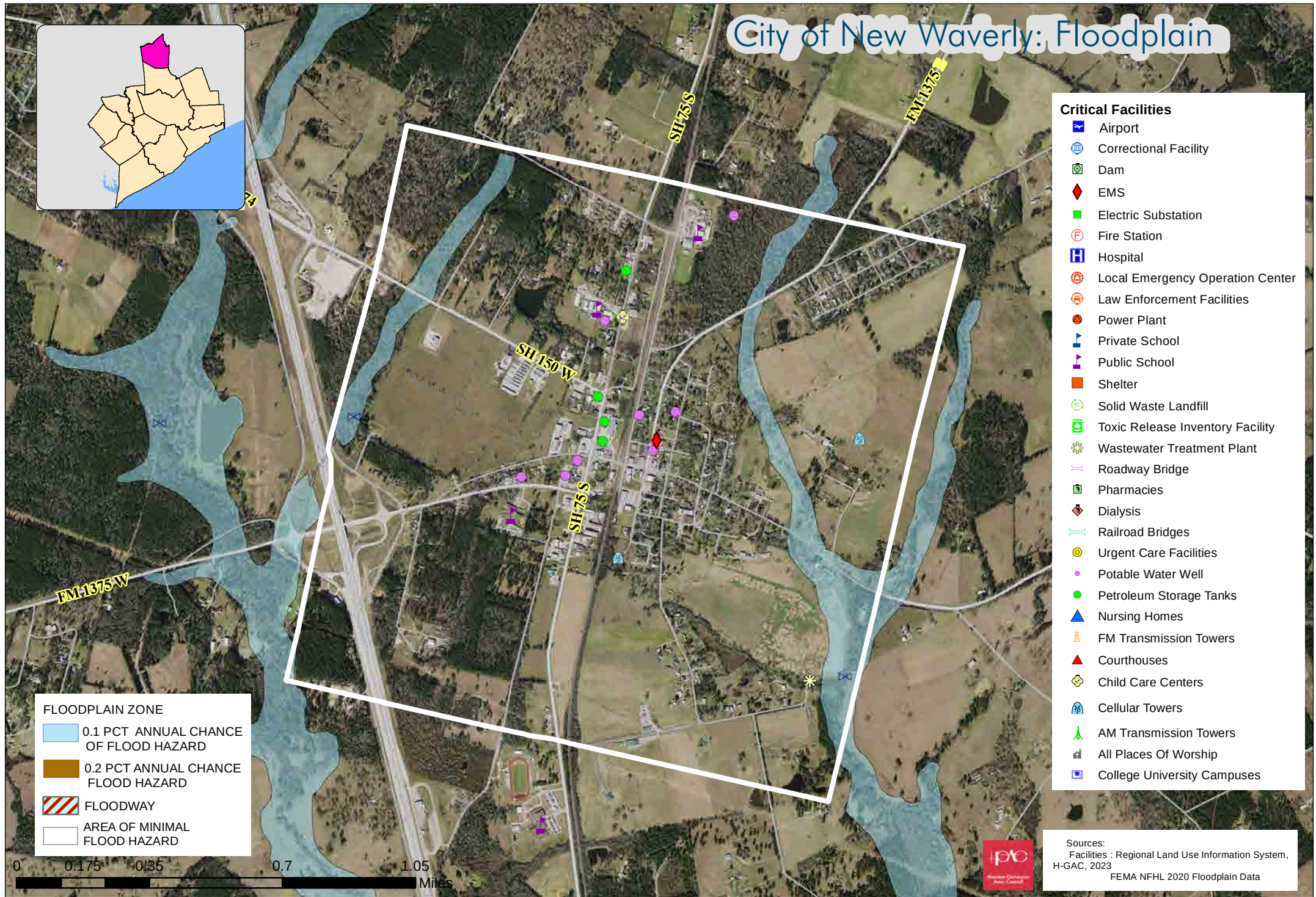
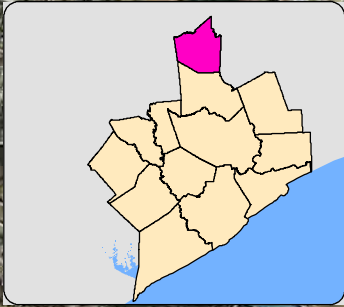


# City of Huntsville: Floodplain



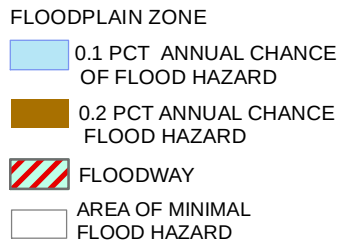
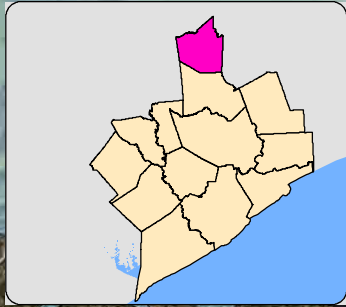


# City of New Waverly: Floodplain





# City of Riverside: Floodplain



## Critical Facilities

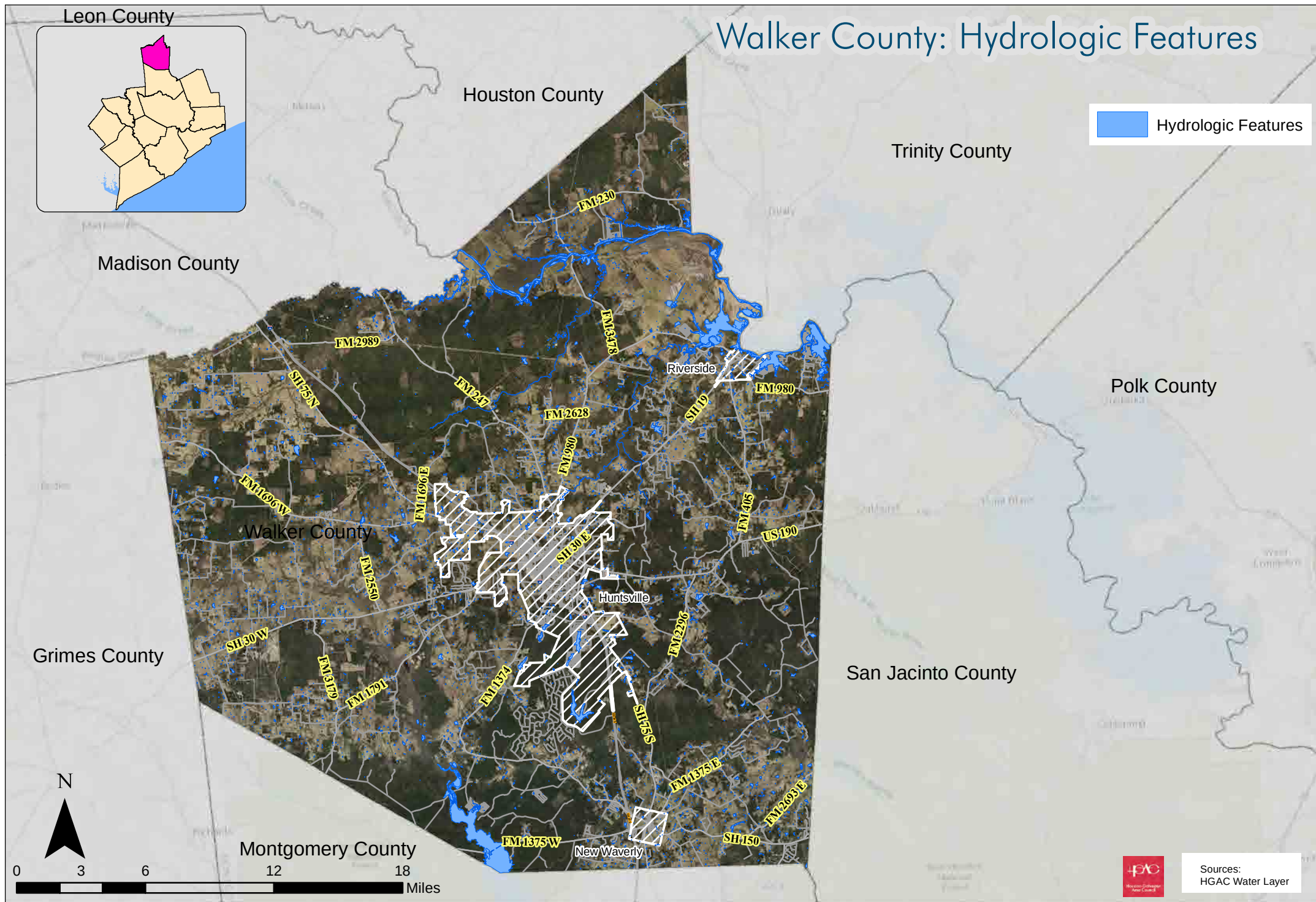
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- Correctional Facility
- Dam
- EMS
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- Fire Station
- Hospital
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- Private School
- Public School
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- All Places Of Worship
- College University Campuses



Sources:  
Facilities : Regional Land Use Information System,  
H-GAC, 2023  
FEMA NFHL 2020 Floodplain Data

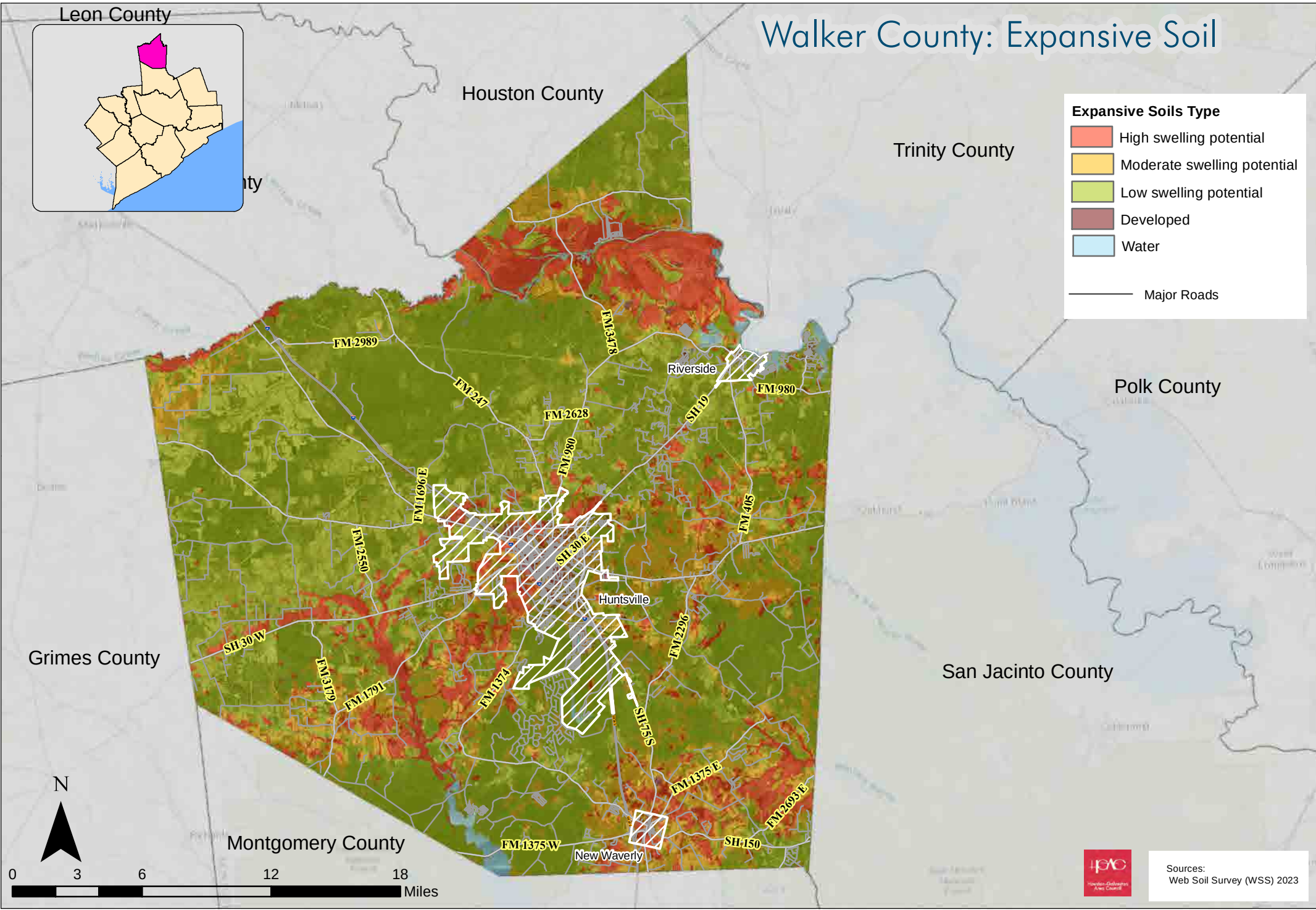


# Walker County: Hydrologic Features



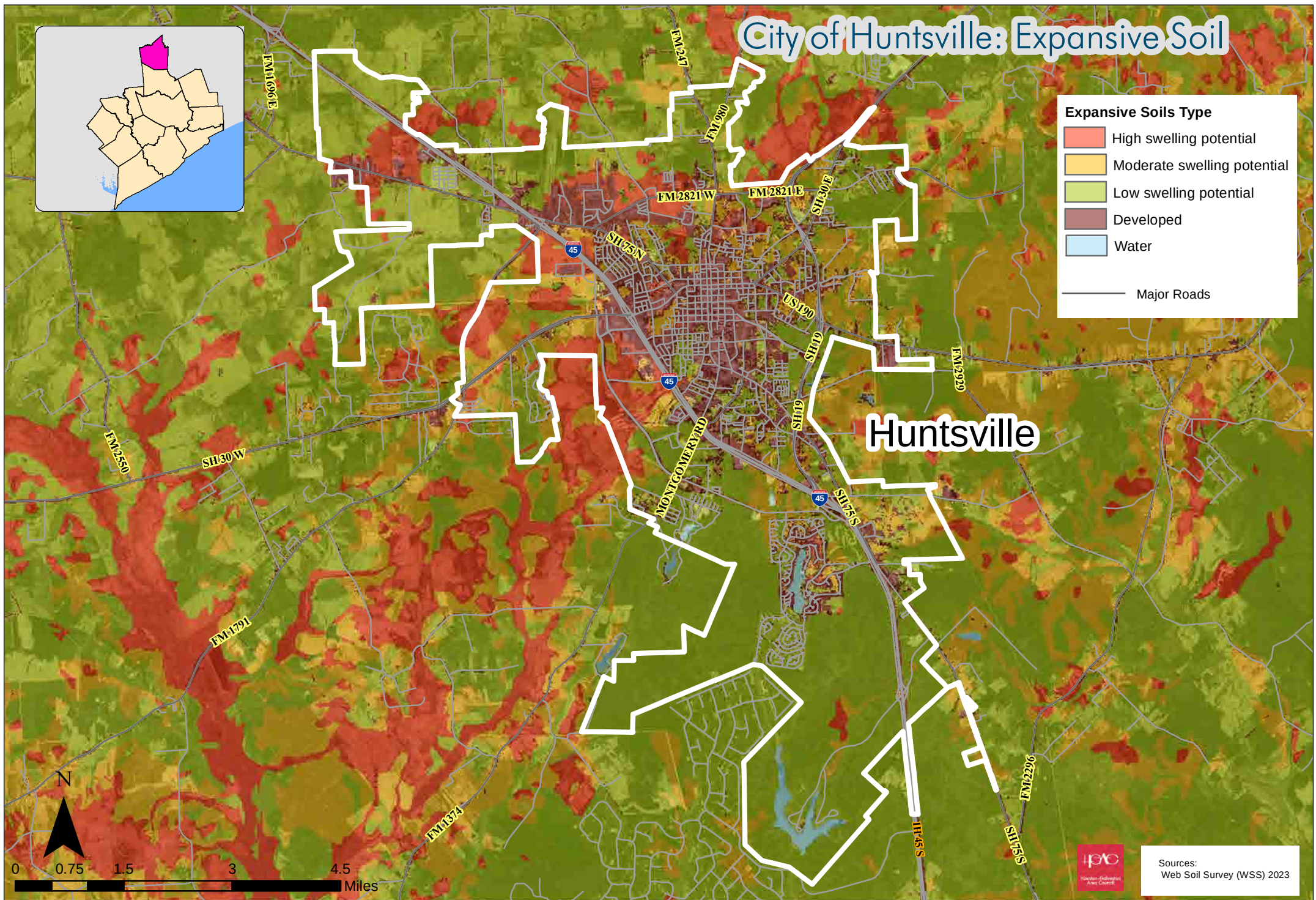
Sources:  
HGAC Water Layer

# Walker County: Expansive Soil

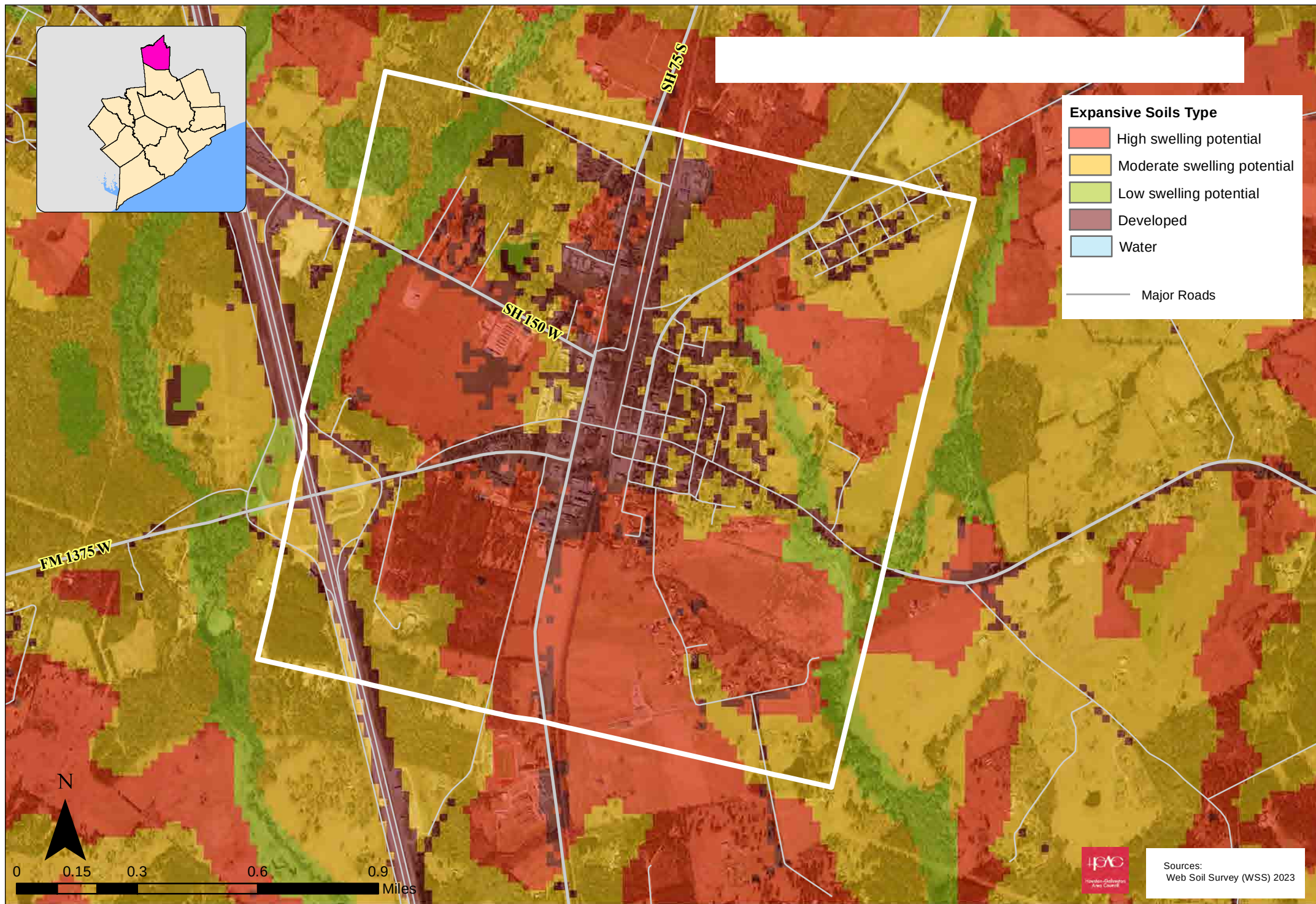




# City of Huntsville: Expansive Soil

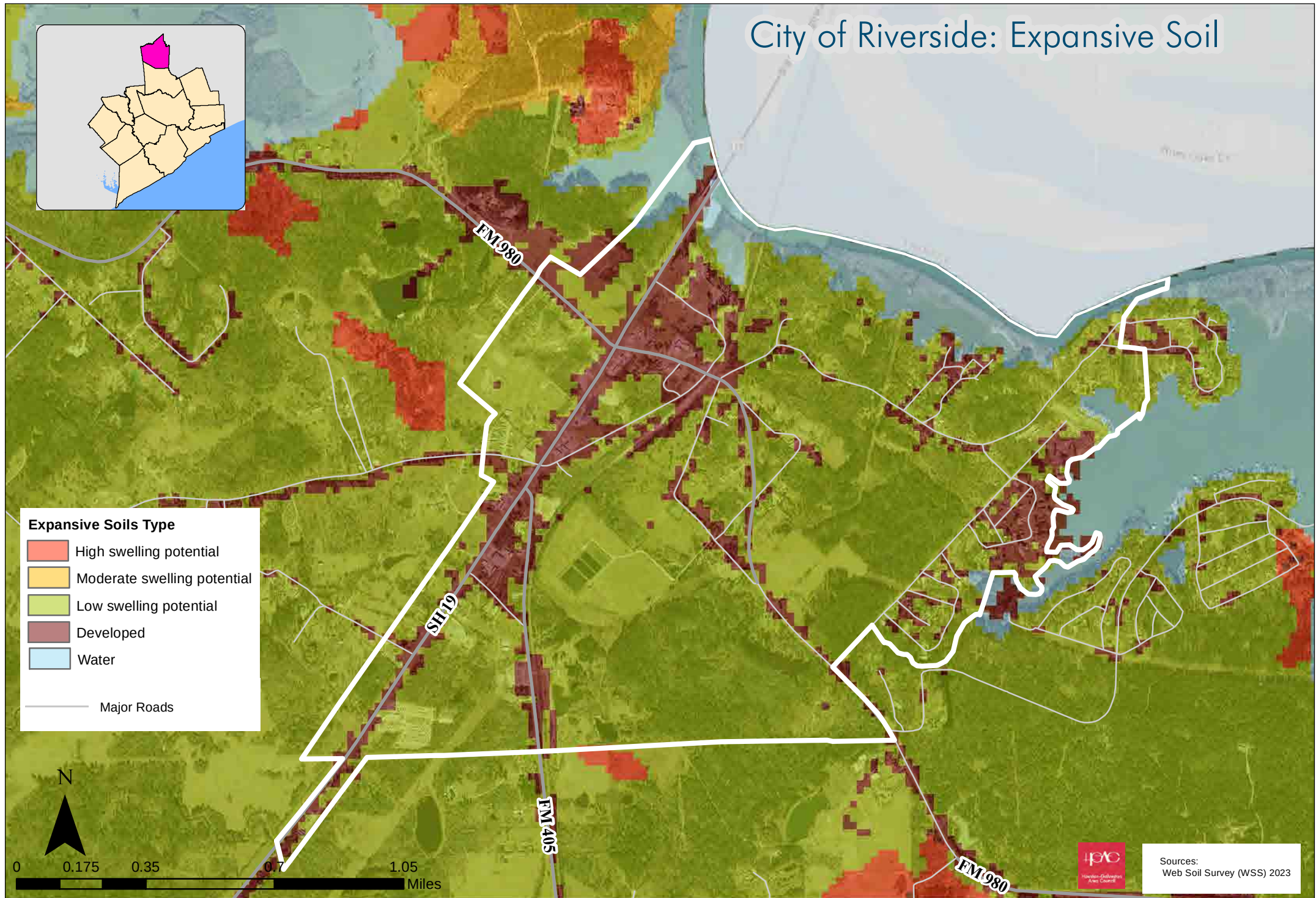






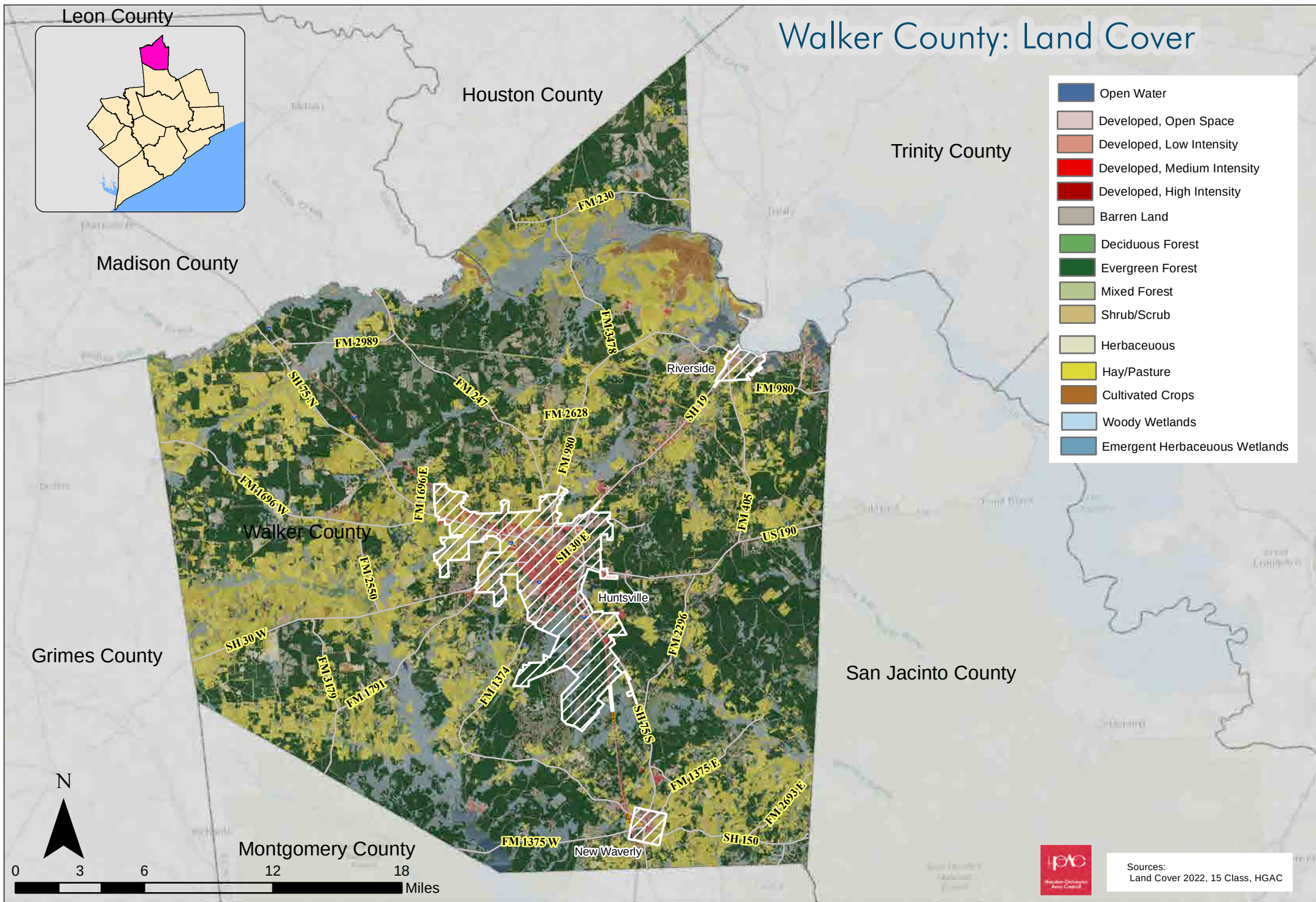
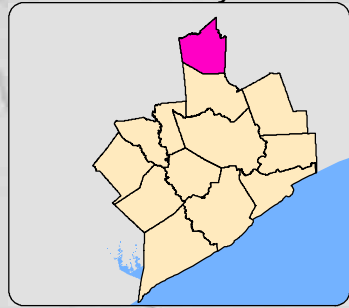


# City of Riverside: Expansive Soil





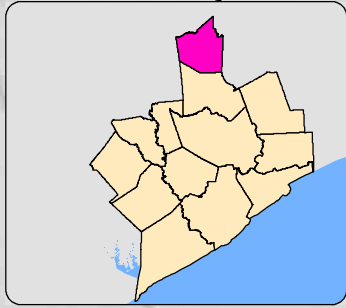
# Walker County: Land Cover



Sources:  
Land Cover 2022, 15 Class, HGAC



Leon County



Houston County

# Walker County: Crop Cover

Trinity County

Madison County

Walker County

Grimes County

Montgomery County

San Jacinto County

## Crop Cover Class

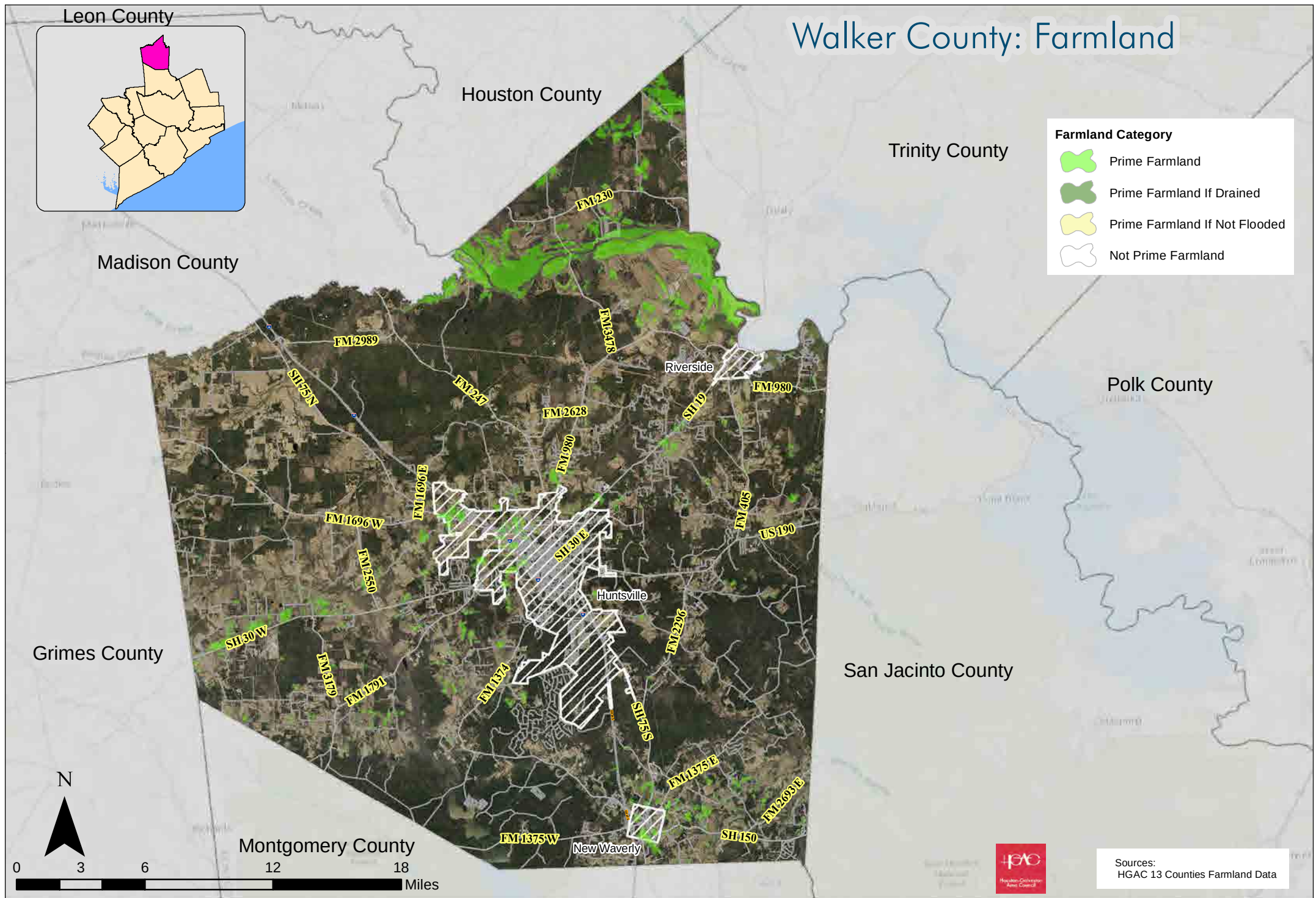
- Alfalfa
- Aquaculture
- Cantaloupes
- Citrus
- Corn
- Cotton
- Dbl Crop WinWht/Cotton/Soybeans
- Deciduous Forest
- Dry Beans
- Evergreen Forest
- Herbaceous Wetlands
- Mixed Forest
- Oats
- Olives
- Other Hay/Non Alfalfa
- Pecans
- Rice
- Rye
- Sod/Grass Seed
- Sorghum
- Soybeans
- Spring Wheat
- Sugarcane
- Sunflower
- Watermelons
- Winter Wheat

N

0 3.5 7 14 21 Miles

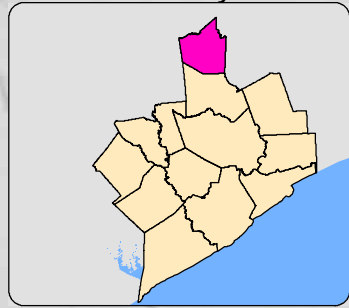
Sources:  
USDA - United States Department of Agriculture,  
National 2022 CDL

# Walker County: Farmland





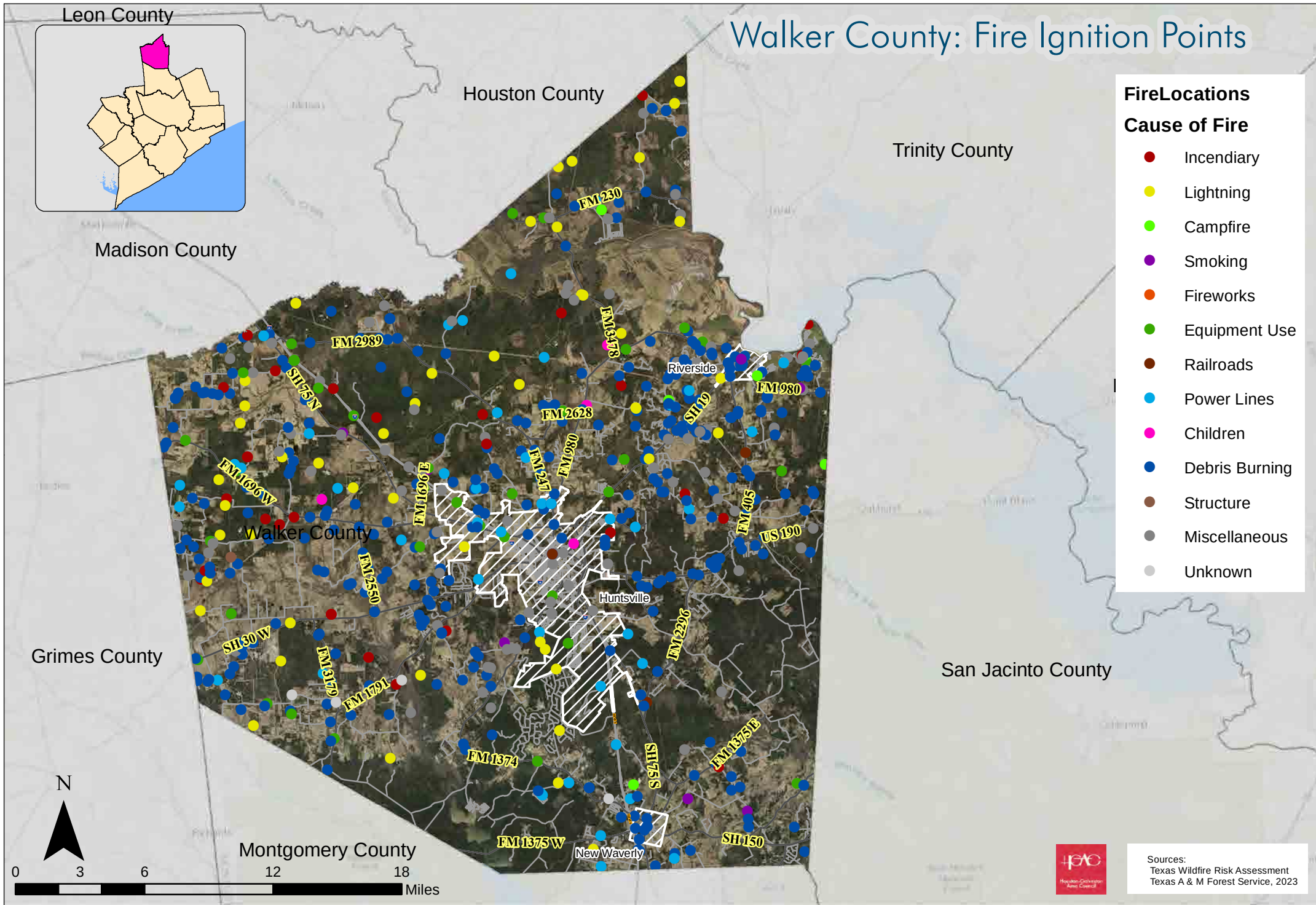
# Walker County: Fire Ignition Points



**FireLocations**

**Cause of Fire**

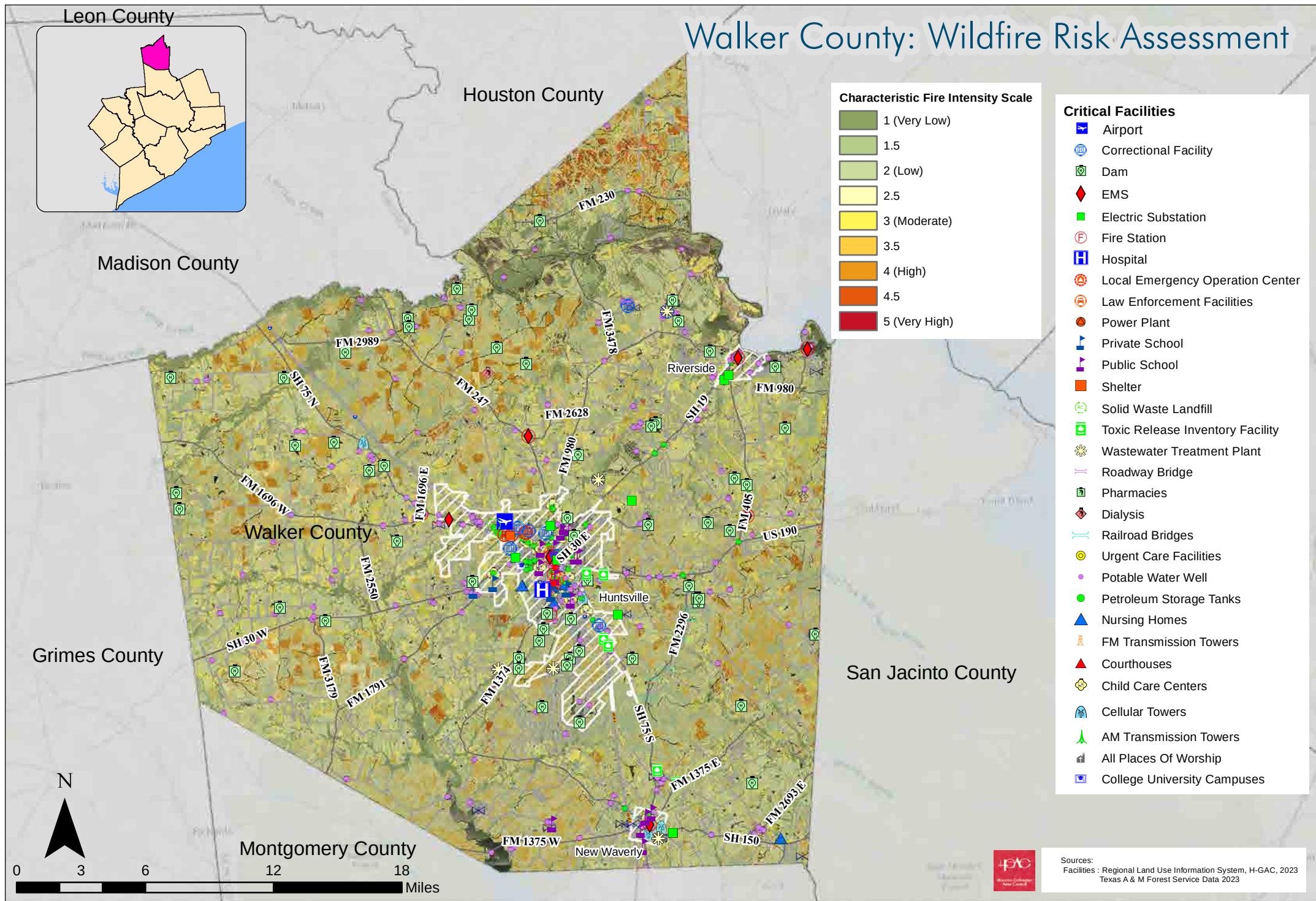
- Incendiary
- Lightning
- Campfire
- Smoking
- Fireworks
- Equipment Use
- Railroads
- Power Lines
- Children
- Debris Burning
- Structure
- Miscellaneous
- Unknown



Sources:  
Texas Wildfire Risk Assessment  
Texas A & M Forest Service, 2023

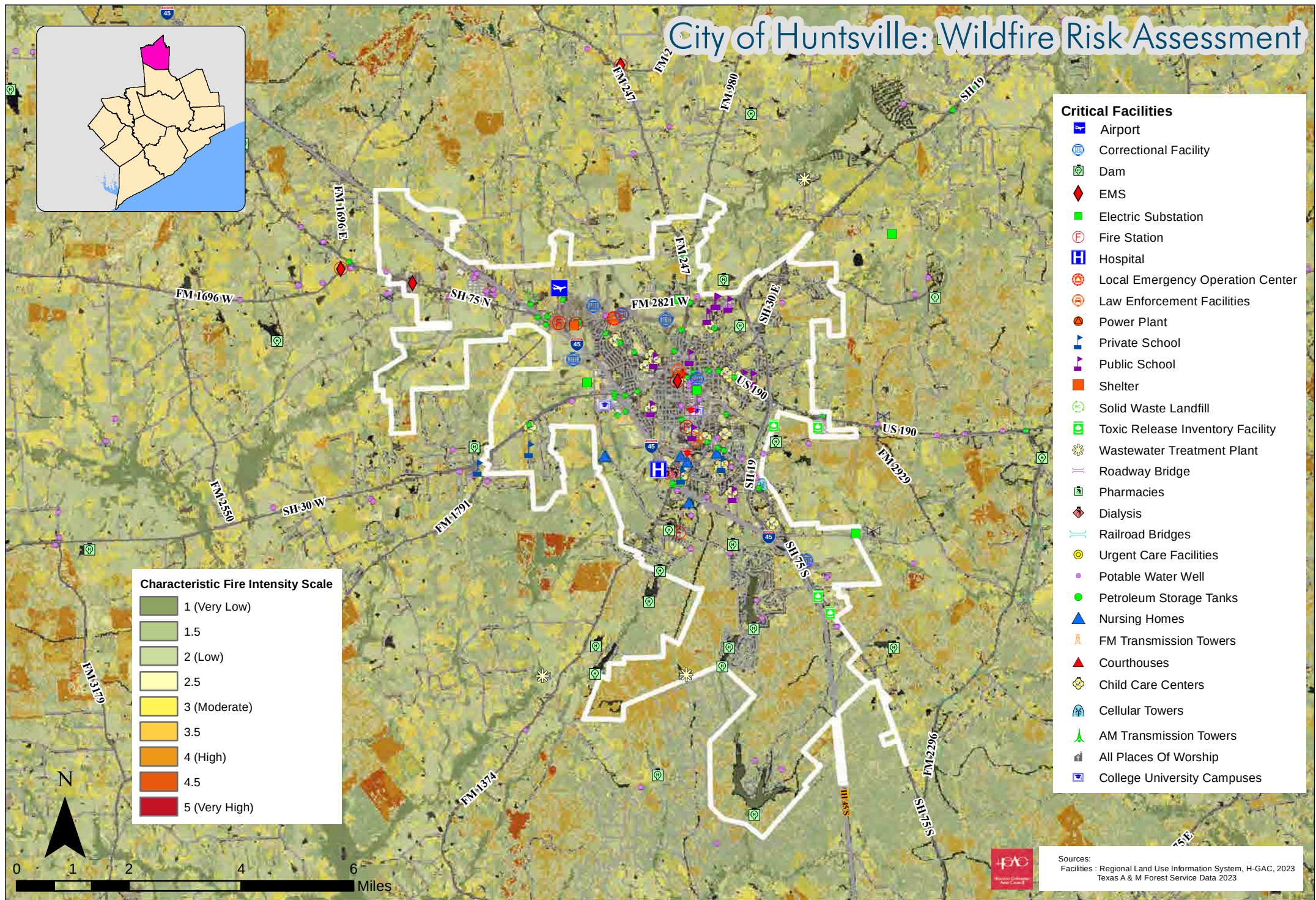


# Walker County: Wildfire Risk Assessment



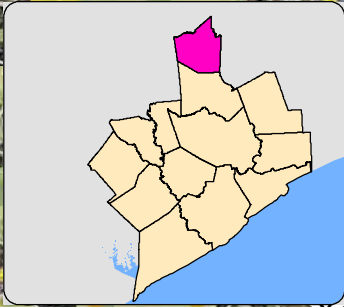


# City of Huntsville: Wildfire Risk Assessment

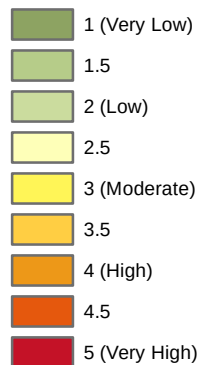




# City of New Waverly: Wildfire Risk Assessment



## Characteristic Fire Intensity Scale



## Critical Facilities

- Airport
- Correctional Facility
- Dam
- EMS
- Electric Substation
- Fire Station
- Hospital
- Local Emergency Operation Center
- Law Enforcement Facilities
- Power Plant
- Private School
- Public School
- Shelter
- Solid Waste Landfill
- Toxic Release Inventory Facility
- Wastewater Treatment Plant
- Roadway Bridge
- Pharmacies
- Dialysis
- Railroad Bridges
- Urgent Care Facilities
- Potable Water Well
- Petroleum Storage Tanks
- Nursing Homes
- FM Transmission Towers
- Courthouses
- Child Care Centers
- Cellular Towers
- AM Transmission Towers
- All Places Of Worship
- College University Campuses

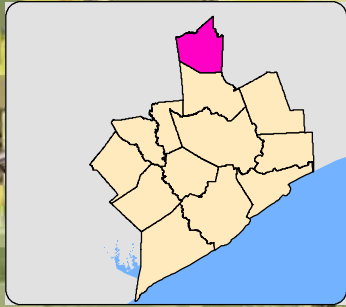
0 0.15 0.3 0.6 0.9 Miles



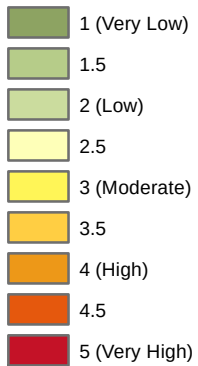
Sources:  
Facilities : Regional Land Use Information System, H-GAC, 2023  
Texas A & M Forest Service Data 2023



# City of Riverside: Wildfire Risk Assessment



## Characteristic Fire Intensity Scale



## Critical Facilities

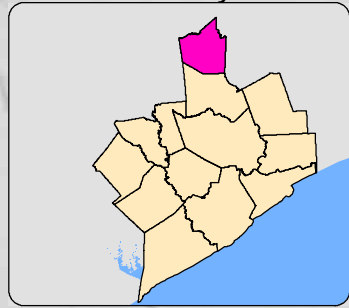
- Airport
- Correctional Facility
- Dam
- EMS
- Electric Substation
- Fire Station
- Hospital
- Local Emergency Operation Center
- Law Enforcement Facilities
- Power Plant
- Private School
- Public School
- Shelter
- Solid Waste Landfill
- Toxic Release Inventory Facility
- Wastewater Treatment Plant
- Roadway Bridge
- Pharmacies
- Dialysis
- Railroad Bridges
- Urgent Care Facilities
- Potable Water Well
- Petroleum Storage Tanks
- Nursing Homes
- FM Transmission Towers
- Courthouses
- Child Care Centers
- Cellular Towers
- AM Transmission Towers
- All Places Of Worship
- College University Campuses



Sources:  
 Facilities : Regional Land Use Information System, H-GAC, 2023  
 Texas A & M Forest Service Data 2023

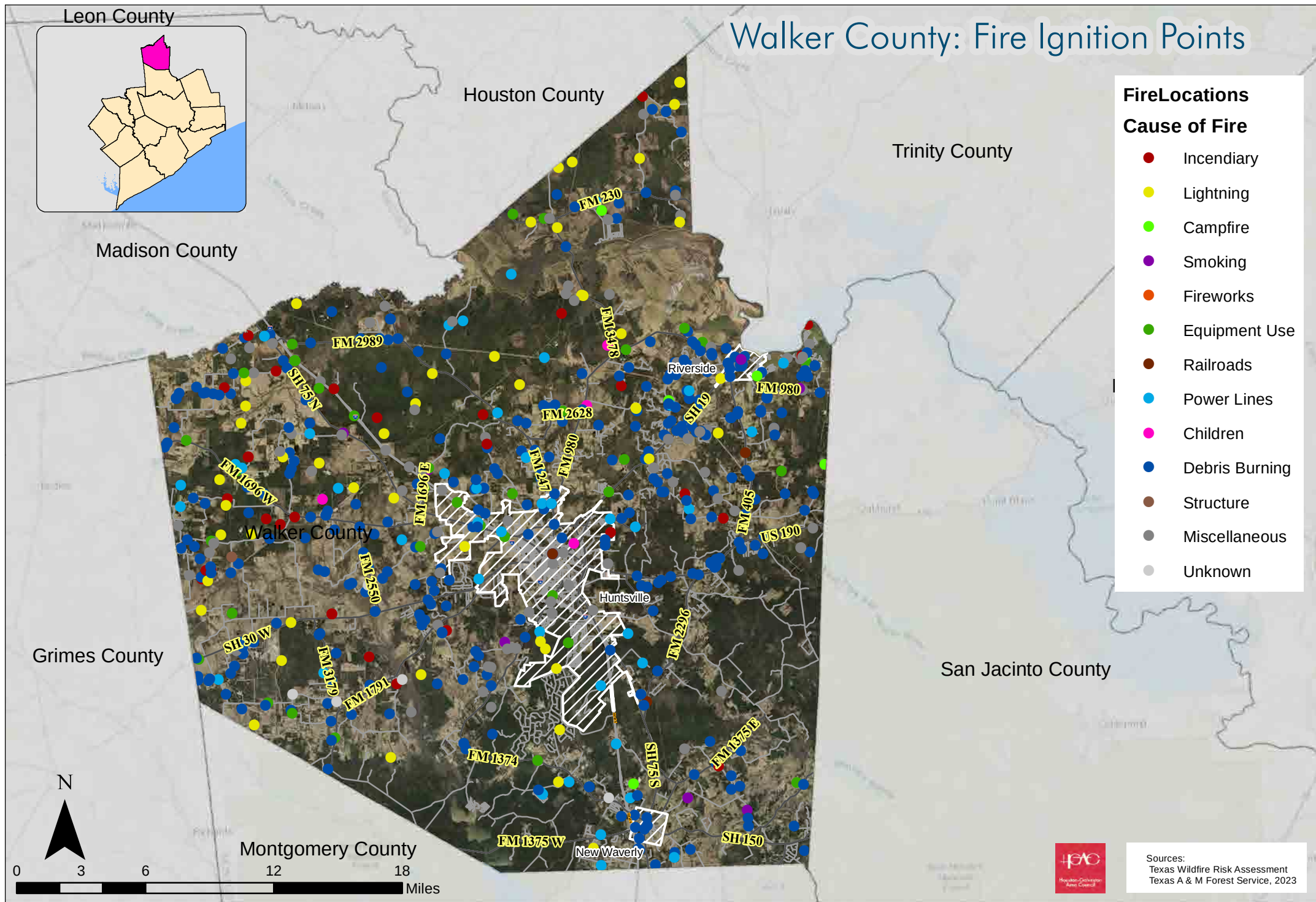


# Walker County: Fire Ignition Points



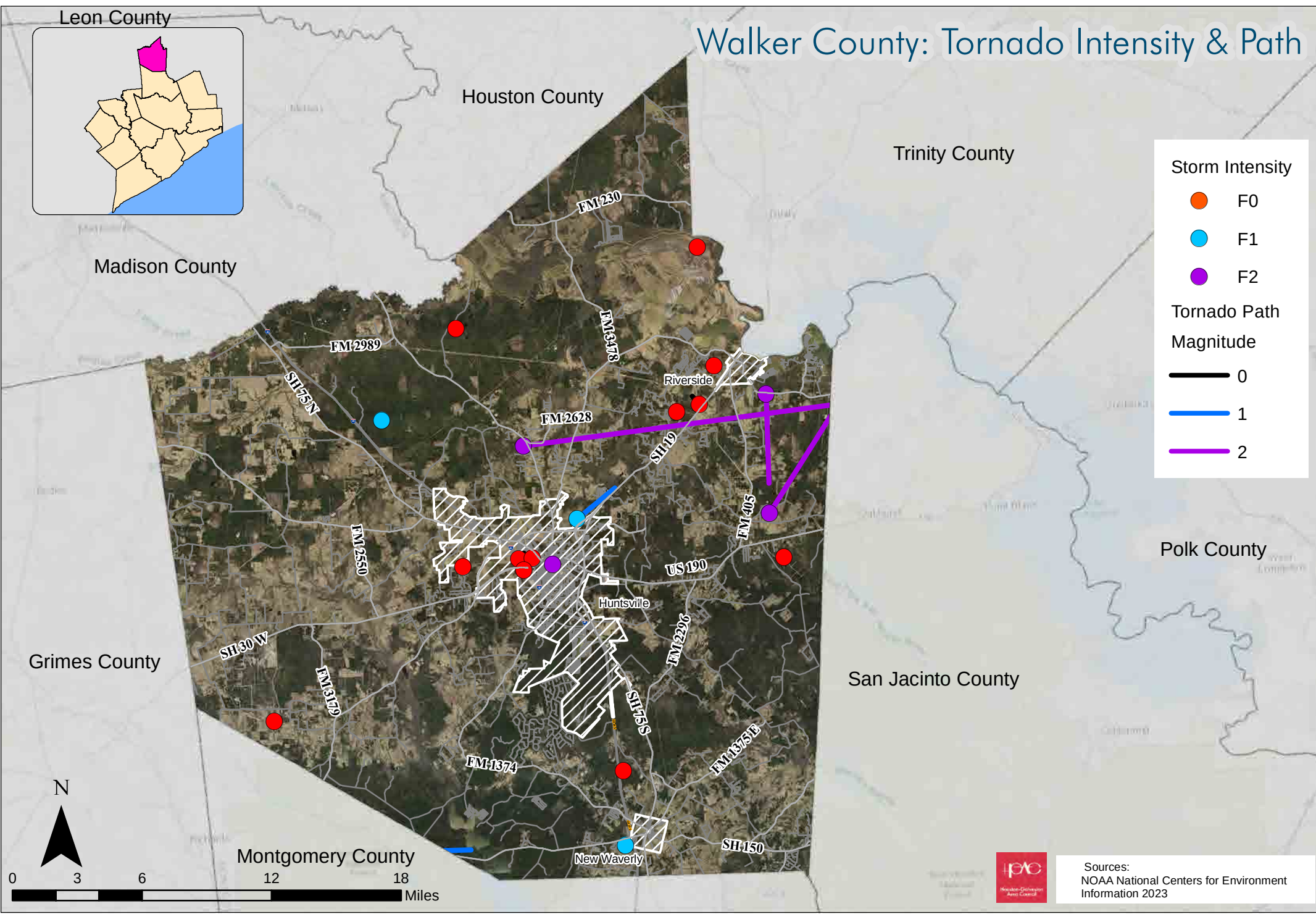
**FireLocations**  
**Cause of Fire**

- Incendiary
- Lightning
- Campfire
- Smoking
- Fireworks
- Equipment Use
- Railroads
- Power Lines
- Children
- Debris Burning
- Structure
- Miscellaneous
- Unknown



Sources:  
 Texas Wildfire Risk Assessment  
 Texas A & M Forest Service, 2023

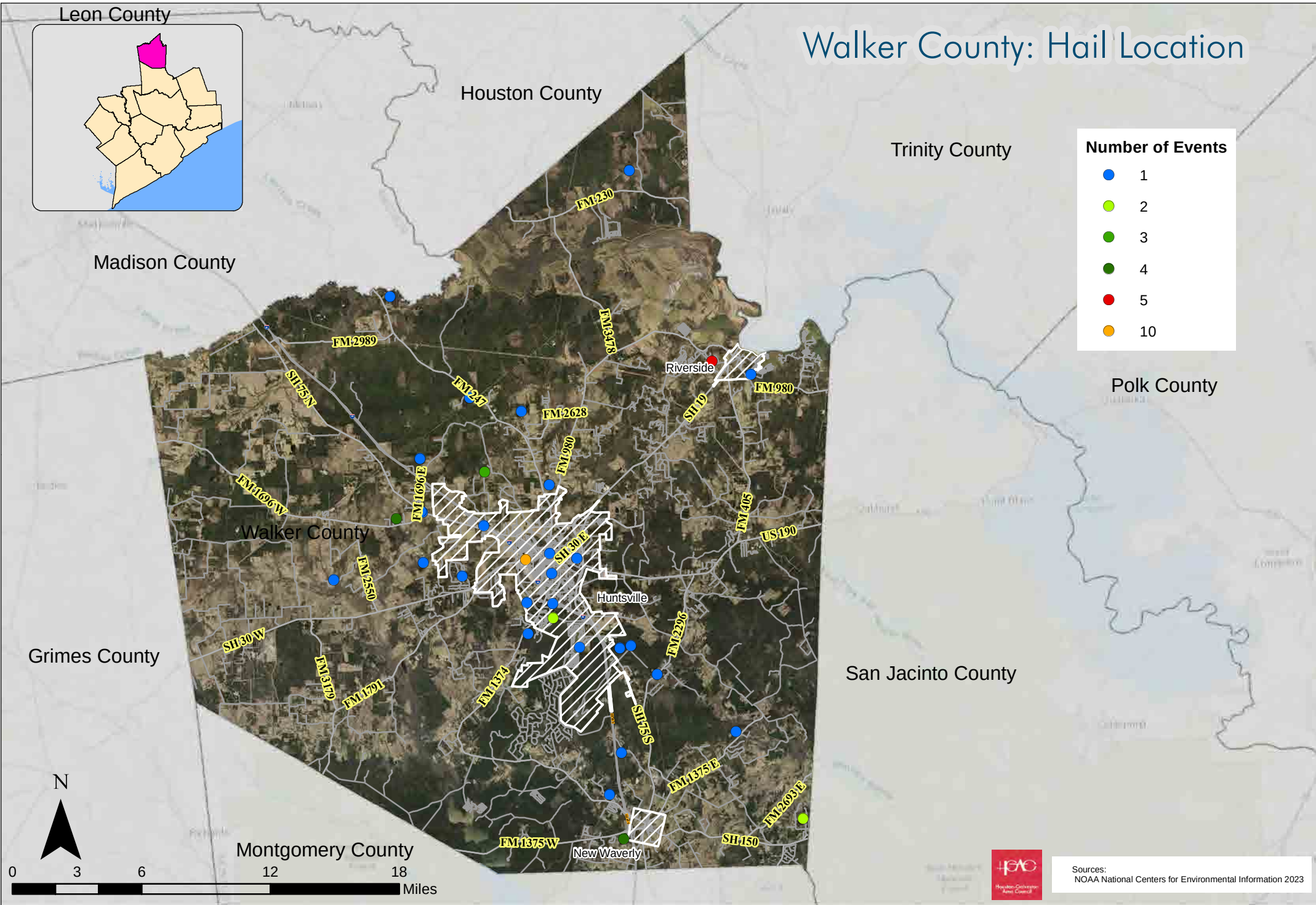
# Walker County: Tornado Intensity & Path



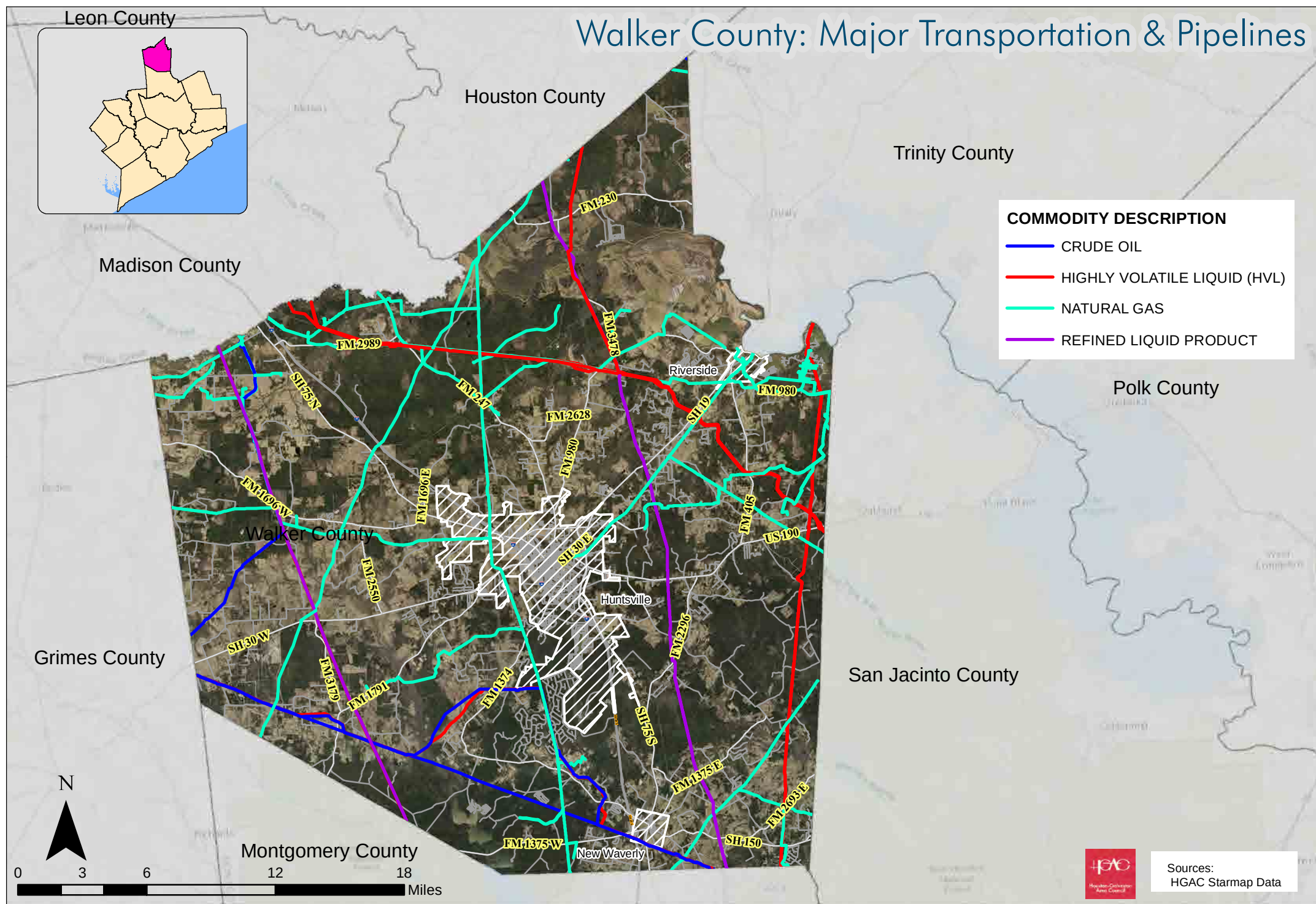
Sources:  
NOAA National Centers for Environment  
Information 2023



## Walker County: Hail Location







# Appendix C

## CRITICAL FACILITIES

| Facility Type      | Name                                              | Address                                              | City        | Zipcode | Latitude | Longitude |
|--------------------|---------------------------------------------------|------------------------------------------------------|-------------|---------|----------|-----------|
| Airport            | Huntsville Municipal Airport                      | 1000 Airport Dr, Huntsville, TX 77320                | Huntsville  | 77320   | 30.74624 | -95.587   |
|                    |                                                   |                                                      |             |         |          |           |
| AM Tower           | KHCH                                              |                                                      | HUNTSVILLE  |         | 30.715   | -95.5283  |
| AM Tower           | KHVL                                              |                                                      | HUNTSVILLE  |         | 30.6967  | -95.5522  |
| AM Tower           | KM2XVL                                            |                                                      | HUNTSVILLE  |         | 30.7186  | -95.5278  |
|                    |                                                   |                                                      |             |         |          |           |
| Cell Tower         | GTE MOBILNET OF TEXAS RSA #17 LIMITED PARTNERSHIP | I-75 NW OF INTERSECTION OF I-75 & CRABBS PRAIRE ROAD | HUNTSVILLE  | 77320   | 30.80361 | -95.6961  |
| Cell Tower         | GTE MOBILNET OF TEXAS RSA #17 LIMITED PARTNERSHIP | 1,000 FT S OF INT OF WALKER ST & ELMORE DRIVE        | NEW WAVERLY | 77320   | 30.53381 | -95.4825  |
| Cell Tower         | VERIZON WIRELESS                                  | 204 GRAHAM RD                                        | HUNTSVILLE  | 77320   | 30.69464 | -95.5283  |
| Cell Tower         | AT&T Mobility Spectrum LLC                        | 350 SLOTT LANE (56352)                               | NEW WAVERLY | 77320   | 30.53808 | -95.4717  |
|                    |                                                   |                                                      |             |         |          |           |
| Childcare Facility | BRIGHT BEGINNINGS LEARNING ACADEMY                | 59 STATE HIGHWAY 75 N                                | HUNTSVILLE  | 77320   | 30.72546 | -95.562   |
| Childcare Facility | DENIM AND DIAMONDS PRE - SCHOOL KIDS KLUB 2       | 1700 7TH ST                                          | HUNTSVILLE  | 77320   | 30.7282  | -95.5602  |
| Childcare Facility | DENIM AND DIAMONDS PRE - SCHOOL - KIDS KLUB       | 9309 HIGHWAY 75 S, STE 106                           | NEW WAVERLY | 77358   | 30.54291 | -95.482   |
| Childcare Facility | DISCOVERY DAYS PRESCHOOL                          | 2400 SYCAMORE AVE                                    | HUNTSVILLE  | 77340   | 30.70739 | -95.5389  |
| Childcare Facility | FAITH KIDS PRESCHOOL                              | 2407 SAM HOUSTON AVE                                 | HUNTSVILLE  | 77340   | 30.70805 | -95.5486  |
| Childcare Facility | FAITH LUTHERAN SCHOOL                             | 111 SUMAC RD                                         | HUNTSVILLE  | 77340   | 30.7106  | -95.597   |
| Childcare Facility | GIGGLES AND GRINS LITTLE SCHOLARS                 | 306 HIGHWAY 190 E                                    | HUNTSVILLE  | 77340   | 30.72225 | -95.5371  |
| Childcare Facility | HUNTSVILLE FAMILY YMCA - GIBBS ELEM.              | 1800 19TH ST                                         | HUNTSVILLE  | 77340   | 30.71443 | -95.5609  |
| Childcare Facility | HUNTSVILLE FAMILY YMCA - HUNTSVILLE ELEM.         | 87 MLK DR                                            | HUNTSVILLE  | 77320   | 30.73496 | -95.5421  |
| Childcare Facility | HUNTSVILLE FAMILY YMCA - INTERMEDIATE             | 431 HIGHWAY 190 E                                    | HUNTSVILLE  | 77340   | 30.72169 | -95.5345  |
| Childcare Facility | HUNTSVILLE FAMILY YMCA - SAM HOUSTON ELEM.        | 1641 7TH ST                                          | HUNTSVILLE  | 77320   | 30.72699 | -95.5593  |
| Childcare Facility | HUNTSVILLE FAMILY YMCA - STEWART ELEM.            | 3400 BOETTCHER DR                                    | HUNTSVILLE  | 77340   | 30.69212 | -95.5376  |
| Childcare Facility | HUNTSVILLE HEAD START                             | 125 FM 980 RD                                        | HUNTSVILLE  | 77320   | 30.75588 | -95.5496  |
| Childcare Facility | LEGACY MARTIAL ARTS                               | 1015 13TH ST                                         | HUNTSVILLE  | 77340   | 30.72122 | -95.5498  |

| Facility Type             | Name                                      | Address                 | City       | Zipcode | Latitude | Longitude |
|---------------------------|-------------------------------------------|-------------------------|------------|---------|----------|-----------|
| Childcare Facility        | SECOND BAPTIST PRESCHOOL                  | 2517 SAM HOUSTON AVE    | HUNTSVILLE | 77340   | 30.7065  | -95.5449  |
| Childcare Facility        | SUMMIT CHRISTIAN ACADEMY                  | 3122 MONTGOMERY RD      | HUNTSVILLE | 77340   | 30.69675 | -95.5523  |
| Childcare Facility        | TASY ACADEMY                              | 291 STATE HIGHWAY 75 N  | HUNTSVILLE | 77320   | 30.7323  | -95.5707  |
| Childcare Facility        | TCK - TAKING CARE OF KIDS LEARNING CENTER | 219 HIGHWAY 190 E       | HUNTSVILLE | 77340   | 30.72303 | -95.538   |
| Childcare Facility        | TOMORROW'S PROMISE                        | 2817 OLD HOUSTON RD     | HUNTSVILLE | 77340   | 30.69977 | -95.54    |
| Childcare Facility        | YMCA AT HUNTSVILLE CLASSICAL ACADEMY      | 7174 STATE HIGHWAY 75 S | HUNTSVILLE | 77340   | 30.68394 | -95.5255  |
| Childcare Facility        | YMCA CHILDREN'S ACADEMY AT HUNTSVILLE     | 2906 OLD HOUSTON RD     | HUNTSVILLE | 77340   | 30.69875 | -95.5404  |
|                           |                                           |                         |            |         |          |           |
| Colleges and Universities | SAM HOUSTON STATE UNIVERSITY              | 1806 AVE J              | Huntsville | 77340   | 30.71355 | -95.5486  |
| Colleges and Universities | SEBRING CAREER SCHOOLS-HUNTSVILLE         | 2505 LAKE ROAD, SUITE 1 | Huntsville | 77340   | 30.70257 | -95.5501  |
|                           |                                           |                         |            |         |          |           |
| Courthouse                | Walker County Courthouse                  | 1100 University Ave     | Huntsville | 77340   |          |           |
|                           |                                           |                         |            |         |          |           |
| Correctional Facility     | ELLIS PRISON                              | 1697 FM 980             | Huntsville | 77320   | 30.88467 | -95.4547  |
| Correctional Facility     | ESTELLE PRISON                            | 264 FM 3478             | Huntsville | 77320   | 30.88943 | -95.4857  |
| Correctional Facility     | WALKER COUNTY JAIL                        | 751 FM 2821 W           | Huntsville | 77320   | 30.73893 | -95.5685  |
| Correctional Facility     | WYNNE PRISON                              | 810 FM 2821 W           | Huntsville | 77320   | 30.7414  | -95.5771  |
| Correctional Facility     | BYRD DIAGNOSTIC INTAKE FACILITY           | 21 FM 247               | Huntsville | 77320   | 30.73731 | -95.5555  |
| Correctional Facility     | HOLLIDAY TRANSFER FACILITY                | 295 INTERSTATE HWY 45 N | Huntsville | 77320   | 30.72762 | -95.5835  |
| Correctional Facility     | GOREE PRISON AND TRUSTY CAMP              | 7405 STATE HWY 75 S     | Huntsville | 77340   | 30.67403 | -95.5156  |
| Correctional Facility     | HUNTSVILLE PRISON                         | 815 12TH ST             | Huntsville | 77340   | 30.72166 | -95.5466  |
|                           |                                           |                         |            |         |          |           |
| Dam                       | Grace Lake Dam                            |                         | Cleveland  | 77340   | 30.66322 |           |
| Dam                       | Griffin Lake Dam                          |                         | Cleveland  | 77340   | 30.61661 | -95.4064  |
| Dam                       | Sunset Lake Dam                           |                         | Conroe     | 77340   | 30.64636 | -95.5798  |
| Dam                       | Corlay Lake No 2 Dam                      |                         | Huntsville | 77320   | 30.77028 | -95.4061  |
| Dam                       | Corlay Lake No 1 Dam                      |                         | Huntsville | 77320   | 30.76604 | -95.3968  |

| Facility Type | Name                                  | Address | City           | Zipcode | Latitude | Longitude |
|---------------|---------------------------------------|---------|----------------|---------|----------|-----------|
| Dam           | Mathews Lake Dam                      |         | Huntsville     | 77320   | 30.735   | -95.5333  |
| Dam           | Mallery Lake Dam                      |         | Huntsville     | 77340   | 30.70479 | -95.5237  |
| Dam           | Dawson Lake Dam                       |         | Huntsville     | 77340   | 30.68282 | -95.5563  |
| Dam           | Huntsville State Park Dam             |         | Huntsville     | 77340   | 30.60878 | -95.5334  |
| Dam           | Azalea Lake Dam                       |         | Huntsville     | 77340   | 30.65217 | -95.5394  |
| Dam           | Camellia Lake Dam                     |         | Huntsville     | 77340   | 30.64741 | -95.5417  |
| Dam           | Baldwin Dam                           |         | Huntsville     | 77340   | 30.6786  | -95.5375  |
| Dam           | Elkins Lake Dam                       |         | Huntsville     | 77340   | 30.65686 | -95.532   |
| Dam           | Tillie Lake Lower Dam                 |         | Phelps         | 77340   | 30.6987  | -95.4443  |
| Dam           | Heath Branch Fishing Club Lake Dam    |         | Pleasant Grove | 77340   | 30.66457 | -95.563   |
| Dam           | Spring Lake Dam                       |         | Pleasant Grove | 77340   | 30.67236 | -95.5594  |
| Dam           | Armadillo Drive Lake Dam              |         | Riverside      | 77320   | 30.7896  | -95.5282  |
| Dam           | Hatchery Lake Dam                     |         |                | 77320   | 30.74085 | -95.4748  |
| Dam           | Tdcj Ellis Unit Dam                   |         |                | 77320   | 30.89232 | -95.4504  |
| Dam           | Lakeland Levee                        |         |                | 77320   | 30.84522 | -95.3714  |
| Dam           | Rose Lake Dam                         |         |                | 77320   | 30.8029  | -95.7193  |
| Dam           | Fails Lake Dam                        |         |                | 77320   | 30.78309 | -95.6921  |
| Dam           | Adams Lake Dam                        |         |                | 77320   | 30.80142 | -95.7497  |
| Dam           | Dogwood Lake Dam                      |         |                | 77320   | 30.70577 | -95.6139  |
| Dam           | Horseshoe Lake No 2 Dam               |         |                | 77320   | 30.80955 | -95.4667  |
| Dam           | Easam Mill Seat Lake Dam              |         |                | 77320   | 30.8637  | -95.5895  |
| Dam           | Cook Lake Dam                         |         |                | 77320   | 30.78585 | -95.6805  |
| Dam           | Muecke Lake Dam                       |         |                | 77320   | 30.73457 | -95.6719  |
| Dam           | Park Lake Dam                         |         |                | 77320   | 30.86333 | -95.7083  |
| Dam           | Eastham and Thomason Ranches Lake Dam |         |                | 77320   | 30.87801 | -95.4463  |
| Dam           | Gibbs Bros Lake Dam                   |         |                | 77320   | 30.85203 | -95.5667  |
| Dam           | Mcmillian Lake Dam                    |         |                | 77320   | 30.73533 | -95.4112  |
| Dam           | Haynes Lake Dam                       |         |                | 77320   | 30.84716 | -95.7572  |
| Dam           | Murff Lake Dam                        |         |                | 77320   | 30.77136 | -95.8439  |
| Dam           | Watson West Dam                       |         |                | 77340   | 30.68998 | -95.4384  |



| Facility Type   | Name                                         | Address                        | City        | Zipcode | Latitude | Longitude |
|-----------------|----------------------------------------------|--------------------------------|-------------|---------|----------|-----------|
| Dam             | Watson South Dam                             |                                |             | 77340   | 30.68758 | -95.4374  |
| Dam             | Watson East Dam                              |                                |             | 77340   | 30.6899  | -95.4367  |
| Dam             | Campbell Lake Dam                            |                                |             | 77340   | 30.61974 | -95.5619  |
| Dam             | Mitcham Lake Dam                             |                                |             | 77340   | 30.6508  | -95.4904  |
| Dam             | Willey Lake Dam                              |                                |             | 77340   | 30.65344 | -95.5793  |
| Dam             | Jameson Dam                                  |                                |             | 77334   | 30.80335 | -95.3652  |
| Dam             | Lake Palomas Dam                             |                                |             | 75852   | 30.88526 | -95.6588  |
| Dam             | Indian Hill Lake Dam                         |                                |             | 75852   | 30.88335 | -95.6106  |
| Dam             | Lost Indian Lake Dam                         |                                |             | 75852   | 30.88963 | -95.6082  |
| Dam             | Moten Lake Dam                               |                                |             | 75852   | 30.90411 | -95.6192  |
| Dam             | Lake Picidae Dam                             |                                |             | 75852   | 30.87933 | -95.6579  |
| Dam             | Waller Lake Dam                              |                                |             | 75862   | 30.94849 | -95.5527  |
| Dam             | Brod Lake Dam                                |                                |             | 77831   | 30.84971 | -95.8463  |
| Dam             | Morgan South Lake Dam                        |                                |             | 77831   | 30.69202 | -95.7653  |
| Dam             | Duke Lake Dam                                |                                |             | 77831   | 30.64977 | -95.8021  |
| Dam             | Hardy Dam                                    |                                |             | 77358   | 30.56408 | -95.3997  |
| Dam             | Lake Forest Dam                              |                                |             | 77320   | 30.85685 | -95.4225  |
| Dam             | Maria Lake Dam                               |                                |             | 77320   | 30.74099 | -95.428   |
| Dam             | Gibbs Brothers Lake No 2 Dam                 |                                |             | 77320   | 30.747   | -95.5379  |
| Dam             | Horseshoe Lake No 1 Dam                      |                                |             | 77320   | 30.80756 | -95.4701  |
| Dam             | Hendricks Lake Dam                           |                                |             | 77340   | 30.68225 | -95.7298  |
| Dam             | Romano Lake Dam                              |                                |             | 77831   | 30.76064 | -95.8419  |
|                 |                                              |                                |             |         |          |           |
| Dialysis Center | Davita Huntsville Dialysis                   | 521 Ih 45 S                    |             |         |          |           |
| Dialysis Center | Liberty Dialysis Huntsville                  | 540 I-45 South                 |             |         |          |           |
|                 |                                              |                                |             |         |          |           |
| Elder Care      | CARRIAGE INN-HUNTSVILLE                      | 2805 LAKE ROAD                 | HUNTSVILLE  | 77340   | 30.70054 | -95.5503  |
| Elder Care      | SUNDALE SENIOR LIVING - THE LEXINGTON CENTER | 679 I- 45 SOUTH                | HUNTSVILLE  | 77340   | 30.68988 | -95.5502  |
| Elder Care      | CREEKSIDE RETIREMENT COMMUNITY               | 1433 VETERANS MEMORIAL PARKWAY | HUNTSVILLE  | 77340   | 30.70258 | -95.5747  |
| Elder Care      | PECAN GROVE                                  | 929 STATE HIGHWAY 150          | NEW WAVERLY | 77340   | 30.5265  | -95.3787  |

| Facility Type       | Name                                                  | Address                     | City        | Zipcode | Latitude | Longitude |
|---------------------|-------------------------------------------------------|-----------------------------|-------------|---------|----------|-----------|
| Elder Care          | HUNTSVILLE HEALTHCARE CENTER                          | 2628 MILAM                  | HUNTSVILLE  | 77340   | 30.70244 | -95.5414  |
| Elder Care          | FOCUSED CARE AT HUNTSVILLE                            | 1302 NOTTINGHAM ST          | HUNTSVILLE  | 77340   | 30.702   | -95.5523  |
|                     |                                                       |                             |             |         |          |           |
| Electric Substation | TAP307069                                             |                             | Huntsville  | 77320   | 30.75759 |           |
| Electric Substation | UNKNOWN302227                                         |                             | Huntsville  | 77320   | 30.72156 | -95.5795  |
| Electric Substation | UNKNOWN306611                                         |                             | Huntsville  | 77320   | 30.74234 | -95.5513  |
| Electric Substation | HUNTSVILLE                                            |                             | Huntsville  | 77340   | 30.71871 | -95.5469  |
| Electric Substation | UNKNOWN301046                                         |                             | New waverly | 77358   | 30.53222 | -95.4624  |
| Electric Substation | UNKNOWN302973                                         |                             | New waverly | 77358   | 30.53221 | -95.463   |
| Electric Substation | UNKNOWN304584                                         |                             | Phelps      | 77340   | 30.68063 | -95.5006  |
| Electric Substation | TAP306854                                             |                             | Riverside   | 77320   | 30.83719 | -95.4118  |
| Electric Substation | UNKNOWN304944                                         |                             | Riverside   | 77320   | 30.84038 | -95.4084  |
|                     |                                                       |                             |             |         |          |           |
| EMS                 | DODGE VOLUNTEER FIRE DEPARTMENT                       | 28 DODGE-OAKHURST ROAD      | Dodge       | 77334   | 30.74494 |           |
| EMS                 | THOMAS LAKE ROAD VOLUNTEER FIRE DEPARTMENT            | THOMAS LAKE ROAD            | Huntsville  | 77320   | 30.85671 | -95.3459  |
| EMS                 | CRABBS PRAIRIE VOLUNTEER FIRE DEPARTMENT              | 28 FARM TO MARKET 1696 WEST | Huntsville  | 77320   | 30.75289 | -95.6521  |
| EMS                 | PINE PRAIRIE VOLUNTEER FIRE DEPARTMENT                | 3 PHIL WOOD ROAD            | Huntsville  | 77320   | 30.80326 | -95.5667  |
| EMS                 | MEDPRO EMERGENCY MEDICAL SERVICES                     | 1425 STATE HIGHWAY 75 NORTH | Huntsville  | 77320   | 30.74856 | -95.6309  |
| EMS                 | HUNTSVILLE - WALKER COUNTY EMERGENCY MEDICAL SERVICES | 1319 AVENUE M               | Huntsville  | 77340   | 30.72138 | -95.5525  |
| EMS                 | NEW WAVERLY VOLUNTEER FIRE DEPARTMENT                 | 411 FARM TO MARKET 1375     | New Waverly | 77358   | 30.53818 | -95.4806  |
| EMS                 | RIVERSIDE VOLUNTEER FIRE DEPARTMENT                   | 6 WALKER STREET             | Riverside   | 77320   | 30.85204 | -95.4006  |
|                     |                                                       |                             |             |         |          |           |
| Fire Station        | Dodge Volunteer Fire Department                       | 28 Dodge - Oakhurst Road    | Dodge       | 77334   | 30.74495 | -95.3971  |
| Fire Station        | Pine Prairie Volunteer Fire Department                | 3 Phil Wood Road            | Huntsville  | 77320   | 30.80327 | -95.5667  |

| Facility Type                    | Name                                         | Address                           | City        | Zipcode | Latitude | Longitude |
|----------------------------------|----------------------------------------------|-----------------------------------|-------------|---------|----------|-----------|
| Fire Station                     | Thomas Lake Road Volunteer Fire Department   | Thomas Lake Road                  | Huntsville  | 77320   | 30.85672 | -95.3459  |
| Fire Station                     | Crabbs Prairie Volunteer Fire Department     | 28 Farm to Market Road 1696 West  | Huntsville  | 77320   | 30.7529  | -95.6522  |
| Fire Station                     | Huntsville Fire Department Station 3         | 448 State Highway 75 North        | Huntsville  | 77320   | 30.73685 | -95.5823  |
| Fire Station                     | Texas Forest Service Huntsville Office       | 513 State Highway 75 North        | Huntsville  | 77320   | 30.73717 | -95.5875  |
| Fire Station                     | Huntsville City Fire Department Headquarters | 1319 Avenue M                     | Huntsville  | 77340   | 30.72128 | -95.5527  |
| Fire Station                     | Huntsville Fire Department Station 1         | 1987 Veterans Memorial Parkway    | Huntsville  | 77340   | 30.68222 | -95.5534  |
| Fire Station                     | Huntsville Fire Department Station 2         | 2109 Sam Houston Avenue           | Huntsville  | 77340   | 30.70945 | -95.5503  |
| Fire Station                     | New Waverly Volunteer Fire Department        | 411 Farm to Market Road 1375      | New Waverly | 77358   | 30.53816 | -95.4806  |
| Fire Station                     | Riverside Volunteer Fire Department          | 6 Walker Street                   | Riverside   | 77320   | 30.85204 | -95.4006  |
|                                  |                                              |                                   |             |         |          |           |
| FM Tower                         | K209FI                                       |                                   |             |         | 30.7189  | -95.5111  |
| FM Tower                         | K216FL                                       |                                   |             |         | 30.7036  | -95.4756  |
| FM Tower                         | K254BC                                       |                                   |             |         | 30.715   | -95.5283  |
| FM Tower                         | K283AW                                       |                                   |             |         | 30.715   | -95.5283  |
| FM Tower                         | KPIA-LP                                      |                                   |             |         | 30.7192  | -95.5408  |
| FM Tower                         | KSAM-FM                                      |                                   |             |         | 30.6967  | -95.5522  |
| FM Tower                         | KSHU                                         |                                   |             |         | 30.7139  | -95.5494  |
|                                  |                                              |                                   |             |         |          |           |
| Hospital                         | HUNTSVILLE MEMORIAL HOSPITAL                 | 110 MEMORIAL HOSPITAL DRIVE       | Huntsville  | 77341   | 30.69855 | -95.559   |
|                                  |                                              |                                   |             |         |          |           |
| Local Emergency Operation Center | WALKER COUNTY EMERGENCY OPERATIONS CENTER    | 717 FARM TO MARKET 2821 ROAD WEST | Huntsville  | 77320   | 30.738   | -95.5709  |
|                                  |                                              |                                   |             |         |          |           |
| Pharmacy                         | MCNEASE DRUGS HEALTH MART PHARMACY           | 103B MEDICAL PARK LANE            | Huntsville  | 77340   | 30.69643 | -95.5592  |
| Pharmacy                         | TARGET                                       | 259 INTERSTATE HIGHWAY 45 SOUTH   | Huntsville  | 77340   | 30.70644 | -95.5665  |
| Pharmacy                         | CVS - 6655                                   | 1569 11TH STREET                  | Huntsville  | 77340   | 30.72236 | -95.5576  |
| Pharmacy                         | WALGREENS - 4999                             | 1570 11TH STREET                  | Huntsville  | 77340   | 30.72304 | -95.5587  |

| Facility Type  | Name                                                                                     | Address                           | City       | Zipcode | Latitude | Longitude |
|----------------|------------------------------------------------------------------------------------------|-----------------------------------|------------|---------|----------|-----------|
| Pharmacy       | KROGER                                                                                   | 111 INTERSTATE HIGHWAY 45 SOUTH   | Huntsville | 77340   | 30.71642 | -95.5713  |
| Pharmacy       | WAL-MART SUPERCENTER - 285                                                               | 141 INTERSTATE HIGHWAY 45 SOUTH   | Huntsville | 77340   | 30.71369 | -95.5707  |
| Pharmacy       | UNIVERSITY OF TEXAS MEDICAL BRANCH PHARMACY                                              | 2400 AVENUE I                     | Huntsville | 77340   | 30.70755 | -95.5456  |
| Pharmacy       | BROOKSHIRE BROTHERS FRESH HARVEST - 33                                                   | 2601 11TH STREET                  | Huntsville | 77340   | 30.71814 | -95.5652  |
|                |                                                                                          |                                   |            |         |          |           |
| Police Station | WALKER COUNTY SHERIFFS OFFICE                                                            | 717 FARM TO MARKET 2821 ROAD WEST | Huntsville | 77320   | 30.738   | -95.5709  |
| Police Station | WALKER COUNTY JAIL                                                                       | 751 FARM TO MARKET 2821 ROAD WEST | Huntsville | 77320   | 30.73897 | -95.5685  |
| Police Station | TEXAS DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL REGION 2 DISTRICT C SERGEANT 0 AREA 3 | 523 STATE HIGHWAY 75 NORTH        | Huntsville | 77320   | 30.73708 | -95.5881  |
| Police Station | HUNTSVILLE POLICE DEPARTMENT                                                             | 1220 11TH STREET                  | Huntsville | 77340   | 30.72406 | -95.5522  |
| Police Station | SAM HOUSTON STATE UNIVERSITY POLICE DEPARTMENT                                           | 2424 SAM HOUSTON AVENUE           | Huntsville | 77340   | 30.70606 | -95.5473  |
|                |                                                                                          |                                   |            |         |          |           |
| Private School | ALPHA OMEGA ACADEMY                                                                      | 3891 HWY 30 W                     | Huntsville | 77340   | 30.70035 | -95.6129  |
| Private School | TOMORROW'S PROMISE                                                                       | 2817 OLD HOUSTON RD               | Huntsville | 77340   | 30.69949 | -95.5399  |
| Private School | SUMMIT CHRISTIAN ACADEMY                                                                 | 3122 MONTGOMERY RD                | Huntsville | 77340   | 30.69679 | -95.5522  |
| Private School | FAITH LUTHERAN SCHOOL                                                                    | 111 SUMAC RD                      | Huntsville | 77340   | 30.70473 | -95.5973  |
|                |                                                                                          |                                   |            |         |          |           |
| Public School  | SAMUEL HOUSTON EL                                                                        |                                   | Huntsville | 77320   | 30.72689 | -95.5593  |
| Public School  | HUNTSVILLE EL                                                                            |                                   | Huntsville | 77320   | 30.7378  | -95.5429  |
| Public School  | SCOTT JOHNSON EL                                                                         |                                   | Huntsville | 77320   | 30.72144 | -95.5302  |
| Public School  | SCOTT JOHNSON EL                                                                         |                                   | Huntsville | 77320   | 30.72144 | -95.5302  |
| Public School  | TEXAS ONLINE PREPARATORY MIDDLE                                                          |                                   | Huntsville | 77320   | 30.74154 | -95.5403  |
| Public School  | TEXAS ONLINE PREPARATORY MIDDLE                                                          |                                   | Huntsville | 77320   | 30.74154 | -95.5403  |
| Public School  | HUNTSVILLE H S                                                                           |                                   | Huntsville | 77320   | 30.74086 | -95.5365  |

| Facility Type                    | Name                                         | Address                 | City        | Zipcode | Latitude | Longitude |
|----------------------------------|----------------------------------------------|-------------------------|-------------|---------|----------|-----------|
| Public School                    | TEXAS ONLINE PREPARATORY EL                  |                         | Huntsville  | 77320   | 30.74161 | -95.5402  |
| Public School                    | TEXAS ONLINE PREPARATORY H S                 |                         | Huntsville  | 77320   | 30.74158 | -95.54    |
| Public School                    | MANCE PARK MIDDLE                            |                         | Huntsville  | 77320   | 30.7274  | -95.5486  |
| Public School                    | HUNTSVILLE INT                               |                         | Huntsville  | 77320   | 30.72176 | -95.5327  |
| Public School                    | STEWART EL                                   |                         | Huntsville  | 77340   | 30.69165 | -95.5368  |
| Public School                    | PREMIER H S OF HUNTSVILLE                    |                         | Huntsville  | 77340   | 30.70797 | -95.5484  |
| Public School                    | HUNTSVILLE CLASSICAL ACADEMY                 |                         | Huntsville  | 77340   | 30.70799 | -95.5486  |
| Public School                    | GIBBS PRE-K CENTER                           |                         | Huntsville  | 77340   | 30.71447 | -95.5606  |
| Public School                    | THOMAS BUZBEE VOCATIONAL SCHOOL              |                         | New Waverly | 77358   | 30.54068 | -95.5567  |
| Public School                    | NEW WAVERLY H S                              |                         | New Waverly | 77358   | 30.52361 | -95.4862  |
| Public School                    | NEW WAVERLY EL                               |                         | New Waverly | 77358   | 30.53548 | -95.4871  |
| Public School                    | NEW WAVERLY INT                              |                         | New Waverly | 77358   | 30.54327 | -95.4831  |
| Public School                    | NEW WAVERLY J H                              |                         | New Waverly | 77358   | 30.54607 | -95.4785  |
|                                  |                                              |                         |             |         |          |           |
| Solid Waste Landfill             | CITY OF HUNTSVILLE TRANSFER STATION FACILITY | 419 INTERSTATE 45 N     | Huntsville  | 77320   | 30.74388 | -95.5956  |
|                                  |                                              |                         |             |         |          |           |
| Toxic Release Inventory Facility | TXI-HUNTSVILLE READY MIX                     | 51 CHAMPION WOODYARD RD | Huntsville  | 77340   | 30.70845 | -95.511   |
| Toxic Release Inventory Facility | GARDNER GLASS PRODUCTS                       | 7553 STATE HIGHWAY 75 S | Huntsville  | 77340   | 30.66464 | -95.5125  |
| Toxic Release Inventory Facility | MATERIA                                      | 7629 STATE HIGHWAY 75 S | Huntsville  | 77340   | 30.66025 | -95.5089  |
| Toxic Release Inventory Facility | MASTER CHEMICAL CORP                         | 2200 HWY 19             | Huntsville  | 77340   | 30.70917 | -95.5242  |
| Toxic Release Inventory Facility | UFP-NEW WAVERLY                              | HWY. 75                 | New Waverly | 77340   | 30.57492 | -95.4738  |
| Toxic Release Inventory Facility | UFP-NEW WAVERLY                              | HWY. 75                 | New Waverly | 77340   | 30.57492 | -95.4738  |
| Toxic Release Inventory Facility | NEW WAVERLY PLANT                            | 37 FM 2793              | New Waverly | 77358   | 30.56567 | -95.459   |
|                                  |                                              |                         |             |         |          |           |
| Wastewater Outfall               | FOREST GLEN INC                              |                         |             |         | 30.6636  | -95.347   |



| Facility Type               | Name                                 | Address                                           | City        | Zipcode | Latitude | Longitude |
|-----------------------------|--------------------------------------|---------------------------------------------------|-------------|---------|----------|-----------|
| Wastewater Outfall          | GULF COAST TRADES CENTER             |                                                   |             |         | 30.53822 | -95.5593  |
| Wastewater Outfall          | STEELY LUMBER CO INC                 |                                                   |             |         | 30.68117 | -95.4953  |
| Wastewater Outfall          | UNIVERSAL FOREST PRODUCTS TEXAS LLC  |                                                   |             |         | 30.57067 | -95.4753  |
| Wastewater Outfall          | TEXAS DEPT OF CRIMINAL JUSTICE       |                                                   |             |         | 30.89072 | -95.4504  |
| Wastewater Outfall          | TEXAS DEPARTMENT OF CRIMINAL JUSTICE |                                                   |             |         | 30.88835 | -95.4813  |
| Wastewater Outfall          | LONE STAR GROWERS LP                 |                                                   |             |         | 30.74507 | -95.6389  |
| Wastewater Outfall          | CAROLINA CREEK CHRISTIAN CAMP        |                                                   |             |         | 30.84113 | -95.3397  |
| Wastewater Outfall          | CITY OF NEW WAVERLY                  |                                                   |             |         | 30.52892 | -95.4727  |
| Wastewater Outfall          | CITY OF NEW WAVERLY                  |                                                   |             |         | 30.53944 | -95.494   |
| Wastewater Outfall          | NERRO SUPPLY LLC                     |                                                   |             |         | 30.55139 | -95.6144  |
| Wastewater Outfall          | CITY OF HUNTSVILLE                   |                                                   |             |         | 30.64514 | -95.5529  |
| Wastewater Outfall          | CITY OF HUNTSVILLE                   |                                                   |             |         | 30.77301 | -95.5132  |
| Wastewater Outfall          | CITY OF HUNTSVILLE                   |                                                   |             |         | 30.64625 | -95.595   |
| Wastewater Outfall          | PEACH CREEK TX LLC                   |                                                   |             |         | 30.51395 | -95.3623  |
| Wastewater Outfall          | WILLOW BEND MHC LLC                  |                                                   |             |         | 30.71083 | -95.4914  |
| Wastewater Outfall          | ROCKPOINT 1375 LLC                   |                                                   |             |         | 30.53942 | -95.5025  |
|                             |                                      |                                                   |             |         |          |           |
| Wastewater Treatments Plant | TDCJ ELLIS UNIT WWTP                 | 3.5MI NW ST HWY 19 AND APPROX 12 MI NE            | Huntsville  | 77320   | 30.88492 | -95.4551  |
| Wastewater Treatments Plant | AJ BROWN PARKER CREEK WWTF           | 94 PARKER CREEK RD                                | Huntsville  | 77320   | 30.77243 | -95.5127  |
| Wastewater Treatments Plant | TDCJ ESTELLE UNIT                    | 264 FM 3478                                       | Huntsville  | 77320   | 30.88114 | -95.5017  |
| Wastewater Treatments Plant | ROBINSON CREEK WWTP                  | 4420 FMR 1374                                     | Huntsville  | 77340   | 30.64631 | -95.5955  |
| Wastewater Treatments Plant | NB DAVIDSON SOUTH WWTP               | APPRX 1.4 M SW OF ELKINS LAKE DAM AND 3.5 MILES S | Huntsville  | 77340   | 30.64549 | -95.5525  |
| Wastewater Treatments Plant | NEW WAVERLY WWTP 1                   | 550 CEDAR LANE                                    | New Waverly | 77358   | 30.52882 | -95.4742  |
| Wastewater Treatments Plant | WASTEWATER TREATMENT PLANT 2         | 200 HARRIS RD                                     | New Waverly | 77358   | 30.52882 | -95.4742  |

| Facility Type          | Name                     | Address                 | City        | Zipcode | Latitude | Longitude |
|------------------------|--------------------------|-------------------------|-------------|---------|----------|-----------|
| Petroleum Storage Tank | PAPA KEITHS TRUCK STOP   | 3722 STATE HWY 19       | RIVERSIDE   | 77367   | -95.4059 | 30.84927  |
| Petroleum Storage Tank | HARDYS DRIVE IN GROCERY  | 339 STATE HIGHWAY 75 N  | HUNTSVILLE  | 77320   | -95.5736 | 30.73408  |
| Petroleum Storage Tank | PETRO C STORE - 80017596 | 3003 HIGHWAY 30 W       | HUNTSVILLE  | 77340   | -95.5714 | 30.71775  |
| Petroleum Storage Tank | HWY 190 FOOD MART        | 1101 US HIGHWAY 190     | HUNTSVILLE  | 77340   | -95.5098 | 30.71107  |
| Petroleum Storage Tank | E-Z GROCERY BEER FOOD    | 1890 HIGHWAY 30 E       | HUNTSVILLE  | 77320   | -95.5234 | 30.74205  |
| Petroleum Storage Tank | HUNTSVILLE FOOD MART 2   | 201 RIVERSIDE DR        | HUNTSVILLE  | 77320   | -95.54   | 30.72396  |
| Petroleum Storage Tank | BARNEYS COUNTRY STORE    | 1746 STATE HIGHWAY 75 N | HUNTSVILLE  | 77320   | -95.6496 | 30.75451  |
| Petroleum Storage Tank | HUNTSVILLE FOOD MART 1   | 2309 LAKE RD            | HUNTSVILLE  | 77340   | -95.5491 | 30.70651  |
| Petroleum Storage Tank | EZ FOOD MART             | 7005 HIGHWAY 75 S       | HUNTSVILLE  | 77340   | -95.5291 | 30.69317  |
| Petroleum Storage Tank | STOP N STOP              | 320 HIGHWAY 190 E       | HUNTSVILLE  | 77340   | -95.5355 | 30.72184  |
| Petroleum Storage Tank | CIRCLE K STORE 2740348   | 605 INTERSTATE 45 S     | HUNTSVILLE  | 77340   | -95.5546 | 30.69461  |
| Petroleum Storage Tank | SMILIYS EXPRESS 8        | 1090 INTERSTATE 45 S    | HUNTSVILLE  | 77340   | -95.5205 | 30.67768  |
| Petroleum Storage Tank | FALCO C STORE            | 1901 SYCAMORE AVE       | HUNTSVILLE  | 77340   | -95.5383 | 30.71244  |
| Petroleum Storage Tank | MELS MARKET              | 2828 STATE HIGHWAY 19   | HUNTSVILLE  | 77320   | -95.4679 | 30.78916  |
| Petroleum Storage Tank | MURPHY USA 5628          | 169 IH 45 S             | HUNTSVILLE  | 77340   | -95.5683 | 30.71394  |
| Petroleum Storage Tank | STAR EXPRESS 3           | 563 IH 45 S             | HUNTSVILLE  | 77340   | -95.5549 | 30.69521  |
| Petroleum Storage Tank | STAR STOP 95             | 6505D FM 1374 RD        | NEW WAVERLY | 77358   | -95.5    | 30.54965  |
| Petroleum Storage Tank | PILOT TRAVEL CENTER 234  | 639 STATE HIGHWAY 75 N  | HUNTSVILLE  | 77320   | -95.5938 | 30.73878  |
| Petroleum Storage Tank | BROOKSHIRE BROTHERS 33   | 2601 11TH ST            | HUNTSVILLE  | 77340   | -95.5646 | 30.7189   |
| Petroleum Storage Tank | ZIPPS FOOD MART          | 1101 SYCAMORE AVE       | HUNTSVILLE  | 77340   | -95.5401 | 30.72353  |

| Facility Type          | Name                            | Address                    | City        | Zipcode | Latitude | Longitude |
|------------------------|---------------------------------|----------------------------|-------------|---------|----------|-----------|
| Petroleum Storage Tank | SRIJI SHELL                     | 3128 MONTGOMERY RD         | HUNTSVILLE  | 77340   | -95.553  | 30.69625  |
| Petroleum Storage Tank | POOKIES EXXON                   | 901 11TH ST                | HUNTSVILLE  | 77340   | -95.5477 | 30.72352  |
| Petroleum Storage Tank | RAMS TEXACO                     | 1702A US HIGHWAY 190       | HUNTSVILLE  | 77340   | -95.4489 | 30.70593  |
| Petroleum Storage Tank | UDAY 8                          | 9302 STATE HIGHWAY 75 S    | NEW WAVERLY | 77358   | -95.4832 | 30.53991  |
| Petroleum Storage Tank | TXDOT WALKER COUNTY MAINTENANCE | 580 IH 45 N                | HUNTSVILLE  | 77320   | -95.5958 | 30.74232  |
| Petroleum Storage Tank | VZB-DGFOTX                      |                            |             |         | -95.3957 | 30.75994  |
| Petroleum Storage Tank | HIGHWAY FOOD STORE              | 269 STATE HIGHWAY 75 N     | HUNTSVILLE  | 77320   | -95.5694 | 30.73162  |
| Petroleum Storage Tank | FUEL MAXX 55                    | 9309 STATE HIGHWAY 75 S    | NEW WAVERLY | 77358   | -95.4829 | 30.53897  |
| Petroleum Storage Tank | S&S EXPRESS                     | 3003 SAM HOUSTON AVE       | HUNTSVILLE  | 77340   | -95.5392 | 30.7031   |
| Petroleum Storage Tank | SMILEYS EXPRESS 9               | 104 IH 45 S                | HUNTSVILLE  | 77340   | -95.5684 | 30.71793  |
| Petroleum Storage Tank | SMILEYS EXPRESS 4               | 2924 HIGHWAY 19            | HUNTSVILLE  | 77320   | -95.4607 | 30.79483  |
| Petroleum Storage Tank | MS EXPRESS                      | 2812 SAM HOUSTON AVE STE C | HUNTSVILLE  | 77340   | -95.541  | 30.70367  |
| Petroleum Storage Tank | NEW WAVERLY FOOD MART           | 9240 STATE HIGHWAY 75 S    | NEW WAVERLY | 77358   | -95.4818 | 30.54468  |
| Petroleum Storage Tank | CIRCLE K STORE 2740599          | 101 FM 980 RD              | HUNTSVILLE  | 77320   | -95.5495 | 30.7545   |
| Petroleum Storage Tank | CIRCLE K STORE 2740595          | 3782A HIGHWAY 19           | RIVERSIDE   | 77367   | -95.4025 | 30.85357  |
| Petroleum Storage Tank | BEARKAT JUNCTION                | 2020 SAM HOUSTON AVE       | HUNTSVILLE  | 77340   | -95.5515 | 30.71143  |
| Petroleum Storage Tank | SMILEYS EXPRESS 10              | 101 FM 2821 RD E           | HUNTSVILLE  | 77320   | -95.548  | 30.74153  |
| Petroleum Storage Tank | HARDY PETROLEUM BULK PLANT      | 630 AVENUE M               | HUNTSVILLE  | 77320   | -95.5533 | 30.72913  |
| Petroleum Storage Tank | BAR T TRAVEL CENTER             | 601 STATE HIGHWAY 75 N     | HUNTSVILLE  | 77320   | -95.5913 | 30.73673  |
| Petroleum Storage Tank | WAL-MART SUPERCENTER 285        | 141 INTERSTATE 45 S        | HUNTSVILLE  | 77340   | -95.5708 | 30.71303  |

| Facility Type          | Name                                   | Address                    | City        | Zipcode | Latitude | Longitude |
|------------------------|----------------------------------------|----------------------------|-------------|---------|----------|-----------|
| Petroleum Storage Tank | CITY OF HUNTSVILLE SERVICE CENTER      | 448 STATE HIGHWAY 75 N     | HUNTSVILLE  | 77320   | -95.5817 | 30.73732  |
| Petroleum Storage Tank | QUICK PIC                              | 1020 MARTIN LUTHER KING DR | HUNTSVILLE  | 77320   | -95.5435 | 30.72403  |
| Petroleum Storage Tank | SAMCO FOOD & DELI                      |                            |             |         | -95.4032 | 30.85272  |
| Petroleum Storage Tank | HUNTSVILLE DIAL 295 CNTR OFFICE WL8350 | 1014 13TH ST               | HUNTSVILLE  | 77340   | -95.5496 | 30.72216  |
| Petroleum Storage Tank | 7-ELEVEN STORE 40944                   | 2530 SAM HOUSTON AVE       | HUNTSVILLE  | 77340   | -95.5441 | 30.70532  |
| Petroleum Storage Tank | CITY OF HUNTSVILLE MUNICIPAL AIRPORT   | 1000 AIRPORT DR            | HUNTSVILLE  | 77320   | -95.5861 | 30.74335  |
| Petroleum Storage Tank | WESTRIDGE GROCERY                      | 3595 HIGHWAY 30 W          | HUNTSVILLE  | 77340   | -95.5972 | 30.71135  |
| Petroleum Storage Tank | HITCHIN POST TRUCK STOP                | 500 INTERSTATE 45 N        | HUNTSVILLE  | 77320   | -95.591  | 30.73887  |
| Petroleum Storage Tank | SMILEYS EXPRESS                        | 266 FM 247 RD STE A        | HUNTSVILLE  | 77320   | -95.5494 | 30.7534   |
| Petroleum Storage Tank | CIRCLE K STORE 2742319                 | 9317 STATE HIGHWAY 75 S    | NEW WAVERLY | 77358   | -95.483  | 30.53819  |
| Petroleum Storage Tank | BUBBAS                                 | 2211 US HIGHWAY 190        | HUNTSVILLE  | 77340   | -95.4047 | 30.72781  |
| Petroleum Storage Tank | LUBE KING                              | 208 STATE HIGHWAY 75 N     | HUNTSVILLE  | 77320   | -95.5651 | 30.7292   |
| Petroleum Storage Tank | HISD TRANS FACILITY                    | 96 MARTIN LUTHER KING DR   | HUNTSVILLE  | 77320   | -95.5411 | 30.73454  |
| Petroleum Storage Tank | ZIPP ZAPP                              | 525 11TH ST                | HUNTSVILLE  | 77340   | -95.543  | 30.72367  |
| Petroleum Storage Tank | CORNER PANTRY                          | 612 INTERSTATE 45 S        | HUNTSVILLE  | 77340   | -95.5525 | 30.69495  |
| Petroleum Storage Tank | MCGOWN PETROLEUM 2                     | 200 SAM HOUSTON AVE        | HUNTSVILLE  | 77320   | -95.5509 | 30.73442  |
| Petroleum Storage Tank | HUNTSVILLE EXXON                       | 558 INTERSTATE 45 S        | HUNTSVILLE  | 77340   | -95.5533 | 30.69632  |
| Petroleum Storage Tank | STAR EXPRESS 2                         | 115 INTERSTATE 45 N        | HUNTSVILLE  | 77320   | -95.5715 | 30.71855  |

| Facility Type    | Name                                                                 | Address                    | City        | Zipcode | Latitude | Longitude |
|------------------|----------------------------------------------------------------------|----------------------------|-------------|---------|----------|-----------|
| Place of Worship | FAITH LUTHERAN CHURCH                                                | 111 SUMAC RD               | HUNTSVILLE  | 77340   | 30.71055 | -95.5976  |
| Place of Worship | IGLESIA BAUTISTA HOREB MINISTRIES                                    | 20 LAKE FALLS RD           | HUNTSVILLE  | 77320   | 30.82622 | -95.5191  |
| Place of Worship | CROSSLIGHT MINISTRIES                                                | 188 STATE HIGHWAY 150      | NEW WAVERLY | 77358   | 30.53537 | -95.4572  |
| Place of Worship | REDEEMED CHRISTIAN CHURCH OF GOD<br>PAVILLION OF REDEMPTION HUNTSV   | 1717 11TH ST STE 102 # 106 | HUNTSVILLE  | 77340   | 30.70792 | -95.5493  |
| Place of Worship | THE REDEEMED CHRISTIAN CHURCH OF<br>GOD RHEMA INTERNATIONAL ASSEMBLY | 316 16TH ST                | HUNTSVILLE  | 77340   | 30.71834 | -95.5382  |
| Place of Worship | LIVING THE CHRISTLIFE                                                | PO BOX 8043                | HUNTSVILLE  | 77340   | 30.70792 | -95.5493  |
| Place of Worship | FIRST CHRISTIAN CHURCH                                               | 1800 AVENUE R              | HUNTSVILLE  | 77340   | 30.71514 | -95.5599  |
| Place of Worship | THE JOURNEY FELLOWSHIP ASSEMBLY OF<br>GOD                            | PO BOX 1484                | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | GATEWAY TO GLORY HOLINESS CHURCH                                     | 1352 OLD PHELPS RD         | HUNTSVILLE  | 77340   | 30.70527 | -95.4573  |
| Place of Worship | MISION RESURRECCION                                                  | 1311 AVENUE C              | HUNTSVILLE  | 77340   | 30.72086 | -95.5374  |
| Place of Worship | EXALTED CHRIST CHURCH                                                | 1405 AVENUE M              | HUNTSVILLE  | 77340   | 30.72025 | -95.5528  |
| Place of Worship | CONCORD BAPTIST CHURCH                                               | PO BOX 112                 | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | AGLOW INTERNATIONAL                                                  | 1638 HWY 1696 W            | HUNTSVILLE  | 77320   | 30.72713 | -95.5671  |
| Place of Worship | IGLESIA CRISTO REY INC                                               | 409 9TH ST                 | HUNTSVILLE  | 77320   | 30.72645 | -95.5402  |
| Place of Worship | RECOVERY LIFE COMMUNITY MINISTRIES                                   | 1213 AVENUE O              | HUNTSVILLE  | 77340   | 30.72243 | -95.5561  |
| Place of Worship | WAVERLY STATION COWBOY FELLOWSHIP                                    | PO BOX 1062                | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | HUNTSVILLE CHURCH OF THE NAZARENE                                    | 3707 STATE HIGHWAY 30 W    | HUNTSVILLE  | 77340   | 30.71064 | -95.5984  |
| Place of Worship | REY DE REYES Y SENOR DE SENORES                                      | 91 HIDDEN CREEK DR         | HUNTSVILLE  | 77320   | 30.76759 | -95.6587  |
| Place of Worship | NEW BEGINNINGS PRAISE & WORSHIP<br>CHURCH                            | 794 FM 2296 RD             | HUNTSVILLE  | 77340   | 30.6417  | -95.4697  |
| Place of Worship | GLOBAL EVANGELICAL TEAM INC                                          | PO BOX 953                 | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |



| Facility Type    | Name                                                        | Address              | City        | Zipcode | Latitude | Longitude |
|------------------|-------------------------------------------------------------|----------------------|-------------|---------|----------|-----------|
| Place of Worship | FIRST CHRISTIAN CHURCH                                      | PO BOX 11189         | HUNTSVILLE  | 77340   | 30.70792 | -95.5493  |
| Place of Worship | CALVARY BAPTIST CHURCH                                      | 1135 US HIGHWAY 190  | HUNTSVILLE  | 77340   | 30.70946 | -95.5014  |
| Place of Worship | ST STEPHENS EPISCOPAL CHURCH                                | PO BOX 388           | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | CHURCH IN HUNTSVILLE                                        | 68 ELKINS LK         | HUNTSVILLE  | 77340   | 30.63918 | -95.3749  |
| Place of Worship | HUNTSVILLE CHRISTIAN CENTER INCORPORATED                    | PO BOX 968           | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | ST THOMAS EDUCATION ASSOCIATION                             | 1624 AVENUE O        | HUNTSVILLE  | 77340   | 30.71697 | -95.5565  |
| Place of Worship | CHILD EVANGELISM FELLOWSHIP INC                             | PO BOX 358           | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | RESTORATIVE JUSTICE MINISTRIES NETWORK OF NORTH AMERICA INC | 1229 AVENUE J        | HUNTSVILLE  | 77340   | 30.72258 | -95.5488  |
| Place of Worship | WOOD HATH HOPE PRISON MINISTRY INC                          | 2615 US HIGHWAY 190  | HUNTSVILLE  | 77340   | 30.73396 | -95.3641  |
| Place of Worship | RESTORATIVE JUSTICE MINISTRIES NETWORK OF TEXAS CHAPTER     | 1229 AVENUE J        | HUNTSVILLE  | 77340   | 30.72258 | -95.5488  |
| Place of Worship | LIFE TEMPLE FULL GOSPEL CHURCH                              | PO BOX 6204          | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | HUNTSVILLE CHURCH OF CHRIST                                 | PO BOX 8237          | HUNTSVILLE  | 77340   | 30.70792 | -95.5493  |
| Place of Worship | COOK SPRING BAPTIST CHURCH                                  | 1936-A SH 75N        | HUNTSVILLE  | 77320   | 30.72713 | -95.5671  |
| Place of Worship | NORTHSIDE BAPTIST CHURCH                                    | 1207 FM 980 RD       | HUNTSVILLE  | 77320   | 30.82937 | -95.5209  |
| Place of Worship | FIRST ASSEMBLY OF GOD                                       | PO BOX 998           | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | GREATER ZION BAPTIST CHURCH                                 | PO BOX 8988          | HUNTSVILLE  | 77340   | 30.70792 | -95.5493  |
| Place of Worship | WESLEY GROVE MISSIONARY BAPTIST CHURCH                      | PO BOX 6256          | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | THE CHRISTIAN COMMUNITY OF HUNTSVILLE TEXAS                 | PO BOX 1257          | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | FAMILY FAITH CHURCH OF HUNTSVILLE TEXAS                     | 2407 SAM HOUSTON AVE | HUNTSVILLE  | 77340   | 30.70718 | -95.5484  |
| Place of Worship | FIRST MISSIONARY BAPTIST CHURCH OF HUNTSVILLE               | PO BOX 1906          | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |

| Facility Type    | Name                                                    | Address               | City        | Zipcode | Latitude | Longitude |
|------------------|---------------------------------------------------------|-----------------------|-------------|---------|----------|-----------|
| Place of Worship | FISH HATCHERY ROAD CHURCH OF CHRIST                     | 1380 FISH HATCHERY RD | HUNTSVILLE  | 77320   | 30.74587 | -95.5091  |
| Place of Worship | NEW BIRTH ASSEMBLY OF GOD                               | 5097 FM 1374 RD       | HUNTSVILLE  | 77340   | 30.5982  | -95.6238  |
| Place of Worship | HUNTSVILLE FIRST CHURCH OF GOD                          | PO BOX 158            | HUNTSVILLE  | 77342   | 30.72464 | -95.5539  |
| Place of Worship | GOSPEL LAKES MINISTRIES INC                             | 675 FM 2963E          | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | NEW WAVERLY CHURCH OF CHRIST                            | PO BOX 401            | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | MACEDONIA MISSIONARY BAPTIST CHURCH<br>-NEW WAVERLY TX  | PO BOX 560            | NEW WAVERLY | 77358   | 30.54037 | -95.4781  |
| Place of Worship | HARVESTFIELD CHURCH                                     | 506 NANWAY ST         | HUNTSVILLE  | 77340   | 30.70423 | -95.5354  |
| Place of Worship | IGLESIA MONTE CALVARIO                                  | 45 LAWRENCE LN        | HUNTSVILLE  | 77320   | 30.71447 | -95.426   |
| Place of Worship | CHI ALPHA CAMPUS MINISTRIES<br>HUNTSVILLE               | 1010 15TH ST          | HUNTSVILLE  | 77340   | 30.71908 | -95.5497  |
| Place of Worship | PARISH PRISON OUTREACH MINISTRY-<br>BENEDICTINE ACADEMY | 892 SCALES RANCH RD   | HUNTSVILLE  | 77320   | 30.76296 | -95.7995  |
| Place of Worship | EAGLES OF CHRIST OUTREACH                               | 1235 JOSEY ST APT 200 | HUNTSVILLE  | 77340   | 30.70783 | -95.552   |

| Facility Type | State Well ID # | Owner Name                                  | Primary Use   | Latitude | Longitude | Well Type           |
|---------------|-----------------|---------------------------------------------|---------------|----------|-----------|---------------------|
| Well          | 3861704         | State Forestry Service                      | Unused        | 31.02667 | -95.465   | Withdrawal of Water |
| Well          | 3861703         |                                             |               | 31.01139 | -95.4975  | Oil or Gas          |
| Well          | 6011502         | J.H. Rose est.                              | Domestic      | 30.79639 | -95.6997  | Withdrawal of Water |
| Well          | 6013202         | Riverside Water Supply Corp.Well #2.        | Public Supply | 30.83972 | -95.42    | Withdrawal of Water |
| Well          | 6013204         | Riverside Water Supply Corporation.Well #5. | Public Supply | 30.84722 | -95.4219  | Withdrawal of Water |
| Well          | 6004701         |                                             |               | 30.89195 | -95.6169  | Oil or Gas          |
| Well          | 6005804         | TDCJ-Ellis Unit I Well #2                   | Institution   | 30.88028 | -95.4583  | Withdrawal of Water |
| Well          | 6005806         | TDCJ-Ellis Unit I Well #3                   | Irrigation    | 30.88222 | -95.4583  | Withdrawal of Water |
| Well          | 6011701         | J.H. Rose                                   | Domestic      | 30.78695 | -95.7214  | Withdrawal of Water |
| Well          | 6021401         |                                             |               | 30.6725  | -95.4836  | Oil or Gas          |
| Well          | 6013401         | Lake Falls Estates Rose Davidson            | Public Supply | 30.82194 | -95.4839  | Withdrawal of Water |
| Well          | 6013403         | Riverside W. S. C. Walnut Creek #2          | Public Supply | 30.80778 | -95.4797  | Withdrawal of Water |
| Well          | 6020101         | W S Gibbs                                   | Domestic      | 30.74472 | -95.62    | Withdrawal of Water |
| Well          | 6020103         | Walker Saw Mill                             | Industrial    | 30.74556 | -95.6089  | Withdrawal of Water |
| Well          | 6020301         |                                             | Unused        | 30.71028 | -95.5103  | Withdrawal of Water |
| Well          | 6020303         | Huntsville School                           | Public Supply | 30.74028 | -95.5367  | Withdrawal of Water |
| Well          | 6020606         | Goree Prison Farm                           | Unused        | 30.67    | -95.5092  | Withdrawal of Water |
| Well          | 6020609         | City of Huntsville Well #16.                | Unused        | 30.70195 | -95.5275  | Withdrawal of Water |
| Well          | 6021403         | Phelps Water Supply Corporation, Well #1    | Public Supply | 30.70556 | -95.4672  | Withdrawal of Water |
| Well          | 6018301         | Gibbs Bros.                                 | Domestic      | 30.73667 | -95.7683  | Withdrawal of Water |
| Well          | 6020902         | J Elkins                                    | Domestic      | 30.65945 | -95.5294  | Withdrawal of Water |
| Well          | 6013902         | Cy Townley                                  | Domestic      | 30.7575  | -95.4114  | Withdrawal of Water |
| Well          | 6013201         | Pine Springs MUD                            | Public Supply | 30.87056 | -95.4417  | Withdrawal of Water |
| Well          | 6019802         | Gibbs Bros.                                 | Stock         | 30.655   | -95.6681  | Withdrawal of Water |
| Well          | 6021501         | M Pursley                                   | Unused        | 30.70611 | -95.4558  | Withdrawal of Water |
| Well          | 6005703         | TDCJ-Estelle Unit Well #2                   | Irrigation    | 30.89333 | -95.4831  | Withdrawal of Water |
| Well          | 6011401         | P Donovan                                   | Domestic      | 30.81111 | -95.7425  | Withdrawal of Water |
| Well          | 6012101         |                                             |               | 30.86139 | -95.6169  | Oil or Gas          |
| Well          | 6005704         | John Smither                                | Unused        | 30.89278 | -95.4894  | Withdrawal of Water |
| Well          | 6005802         | TDC                                         | Institution   | 30.90972 | -95.435   | Withdrawal of Water |

| Facility Type | State Well ID # | Owner Name                                    | Primary Use          | Latitude | Longitude | Well Type           |
|---------------|-----------------|-----------------------------------------------|----------------------|----------|-----------|---------------------|
| Well          | 6011201         |                                               |                      | 30.84472 | -95.6697  | Oil or Gas          |
| Well          | 6011402         |                                               |                      | 30.81139 | -95.7475  | Oil or Gas          |
| Well          | 6020701         | B Powells                                     | Stock                | 30.6325  | -95.6008  | Withdrawal of Water |
| Well          | 6028301         | Huntsville State Park                         | Plugged or Destroyed | 30.62278 | -95.5328  | Withdrawal of Water |
| Well          | 6028904         | U. S. Forestry Service New Waverly Station    | Public Supply        | 30.53083 | -95.5356  | Withdrawal of Water |
| Well          | 6029402         | Carver Elementary                             | Institution          | 30.54278 | -95.4828  | Withdrawal of Water |
| Well          | 6004501         | Carl Morris                                   | Stock                | 30.92944 | -95.5569  | Withdrawal of Water |
| Well          | 6021302         | Jim Roberts                                   | Domestic             | 30.73194 | -95.3933  | Withdrawal of Water |
| Well          | 6018201         |                                               | Unused               | 30.715   | -95.7933  | Withdrawal of Water |
| Well          | 6021103         | Unknown                                       | Unused               | 30.70889 | -95.4931  | Withdrawal of Water |
| Well          | 6021301         | Dickson                                       | Domestic             | 30.74556 | -95.3967  | Withdrawal of Water |
| Well          | 6020903         | Little Thicket Mobile Home Park, Well #1.     | Public Supply        | 30.65667 | -95.5069  | Withdrawal of Water |
| Well          | 6027601         | U S Forest Service                            | Recreation           | 30.56111 | -95.6378  | Withdrawal of Water |
| Well          | 6027602         | U. S. Forestry Service Stubblefield Lake Well | Public Supply        | 30.56139 | -95.6381  | Withdrawal of Water |
| Well          | 6028802         | Sam Houston National Forest                   | Unused               | 30.52806 | -95.5639  | Withdrawal of Water |
| Well          | 6029407         | Louisiana Pacific Corp                        | Industrial           | 30.56611 | -95.4706  | Withdrawal of Water |
| Well          | 6029701         | New Waverly Gin Co.                           | Industrial           | 30.53917 | -95.4814  | Withdrawal of Water |
| Well          | 6003802         | J W Langley                                   | Unused               | 30.87778 | -95.6892  | Withdrawal of Water |
| Well          | 6010901         | G W Woods                                     | Unused               | 30.75445 | -95.7542  | Withdrawal of Water |
| Well          | 6012301         | Wayne Short                                   | Unused               | 30.85306 | -95.5056  | Withdrawal of Water |
| Well          | 6012501         | F Turner                                      | Stock                | 30.82444 | -95.5508  | Withdrawal of Water |
| Well          | 6013306         | W. Rainwater                                  | De-watering          | 30.85278 | -95.4044  | Withdrawal of Water |
| Well          | 6013307         | Riverside Water Supply Corporation. Well #3   | Unused               | 30.85056 | -95.4064  | Withdrawal of Water |
| Well          | 6019303         | Ralston Purina                                | Unused               | 30.74611 | -95.6386  | Withdrawal of Water |
| Well          | 6019403         | Westway Baptist Church                        | Domestic             | 30.68361 | -95.74    | Withdrawal of Water |
| Well          | 6019501         | W Gibbs                                       | Stock                | 30.69167 | -95.6744  | Withdrawal of Water |
| Well          | 6020201         | City of Huntsville Well #8.                   | Unused               | 30.72056 | -95.5475  | Withdrawal of Water |
| Well          | 6020202         | City of Huntsville Well #10.                  | Plugged or Destroyed | 30.71917 | -95.5475  | Withdrawal of Water |
| Well          | 6020503         | City of Huntsville Well #19                   | Public Supply        | 30.67806 | -95.55    | Withdrawal of Water |
| Well          | 6020504         | City of Huntsville Well #18                   | Public Supply        | 30.68639 | -95.5497  | Withdrawal of Water |

| Facility Type | State Well ID # | Owner Name                                 | Primary Use   | Latitude | Longitude | Well Type           |
|---------------|-----------------|--------------------------------------------|---------------|----------|-----------|---------------------|
| Well          | 6022101         | Dodge-Oakhurst Water Supply Corp. (#1)     | Public Supply | 30.74528 | -95.3631  | Withdrawal of Water |
| Well          | 6011902         | C.L. Robinson                              | Domestic      | 30.76    | -95.6572  | Withdrawal of Water |
| Well          | 6011904         | Walker Co. SUD Hwy. 75                     | Public Supply | 30.76389 | -95.6636  | Withdrawal of Water |
| Well          | 6012801         | Walker Co. S. U. D. Pierce Road Well       | Public Supply | 30.78694 | -95.5528  | Withdrawal of Water |
| Well          | 6004901         | McMoRan Expl.                              | Unused        | 30.87861 | -95.5086  | Withdrawal of Water |
| Well          | 6005102         | Carl Wilson                                | Domestic      | 30.96667 | -95.4742  | Withdrawal of Water |
| Well          | 6013206         | Riverside Water Supply Corporation.Well #1 | Public Supply | 30.84139 | -95.4194  | Withdrawal of Water |
| Well          | 6013302         | Riverside School                           | Public Supply | 30.85389 | -95.4017  | Withdrawal of Water |
| Well          | 6013501         | Sam Houston St. Teachers College           | Public Supply | 30.81917 | -95.4283  | Withdrawal of Water |
| Well          | 6013503         | Sam Houston State Teachers College         | Public Supply | 30.81111 | -95.4342  | Withdrawal of Water |
| Well          | 6014103         | Carolina Cove WSC                          | Public Supply | 30.855   | -95.345   | Withdrawal of Water |
| Well          | 6014105         | Waterco, Inc.                              | Public Supply | 30.85639 | -95.3464  | Withdrawal of Water |
| Well          | 6018502         | Heldenfels Const.                          | Unused        | 30.66972 | -95.7956  | Withdrawal of Water |
| Well          | 6018602         | D. Burdeaux                                | Domestic      | 30.67028 | -95.7831  | Withdrawal of Water |
| Well          | 6020105         | Walker Saw Mill                            | Industrial    | 30.745   | -95.6064  | Withdrawal of Water |
| Well          | 6020107         | TDCJ-Administration Building. Well #2.     |               | 30.74945 | -95.6125  | Withdrawal of Water |
| Well          | 6020206         | City of Huntsville Well #9.                | Unused        | 30.72    | -95.5492  | Withdrawal of Water |
| Well          | 6020208         | Texas Refrigerator & Ice Co.               | Unused        | 30.72111 | -95.5486  | Withdrawal of Water |
| Well          | 6020611         | City of Huntsville Well #15                | Public Supply | 30.69028 | -95.5361  | Withdrawal of Water |
| Well          | 6003803         | Don Roberson                               | Domestic      | 30.87639 | -95.6719  | Withdrawal of Water |
| Well          | 6020604         | R Katoaka                                  | Irrigation    | 30.70417 | -95.5139  | Withdrawal of Water |
| Well          | 6021102         | TPWD Fish Hatchery                         | Domestic      | 30.74611 | -95.4767  | Withdrawal of Water |
| Well          | 6028501         | U S Forest Service Well #1                 | Public Supply | 30.5425  | -95.5589  | Withdrawal of Water |
| Well          | 6029404         | Louisiana Pacific Corp                     | Public Supply | 30.57028 | -95.4742  | Withdrawal of Water |
| Well          | 6010202         | R.B. Stutts                                | Stock         | 30.8475  | -95.8175  | Withdrawal of Water |
| Well          | 6004801         |                                            |               | 30.91139 | -95.5822  | Oil or Gas          |
| Well          | 6005803         | TWC Smithers Prison Farm                   | Institution   | 30.88306 | -95.4475  | Withdrawal of Water |
| Well          | 6005805         | TDCJ-Ellis Unit I Well #1.                 | Irrigation    | 30.88445 | -95.4544  | Withdrawal of Water |
| Well          | 6011601         | The Perrier Group                          | Bottling      | 30.80806 | -95.6531  | Spring              |
| Well          | 6019101         |                                            |               | 30.71    | -95.7239  | Oil or Gas          |



| Facility Type | State Well ID # | Owner Name                                   | Primary Use   | Latitude | Longitude | Well Type           |
|---------------|-----------------|----------------------------------------------|---------------|----------|-----------|---------------------|
| Well          | 6003801         |                                              |               | 30.89889 | -95.6947  | Oil or Gas          |
| Well          | 6005701         | John Smither                                 | De-watering   | 30.89278 | -95.4894  | Withdrawal of Water |
| Well          | 6005702         | TDCJ-Estelle Unit Well #1                    | Irrigation    | 30.89195 | -95.485   | Withdrawal of Water |
| Well          | 6021101         |                                              |               | 30.74195 | -95.4808  | Oil or Gas          |
| Well          | 6005401         | Waterco, Inc. Deep River Plantation          | Public Supply | 30.93583 | -95.4978  | Withdrawal of Water |
| Well          | 6005501         |                                              |               | 30.92667 | -95.4419  | Oil or Gas          |
| Well          | 6014101         |                                              |               | 30.85861 | -95.3433  | Oil or Gas          |
| Well          | 6003901         |                                              |               | 30.89833 | -95.6294  | Oil or Gas          |
| Well          | 6005807         | TDCJ-Ellis Unit I Well #4                    | Irrigation    | 30.88695 | -95.4572  | Withdrawal of Water |
| Well          | 6029705         | R D Hardy                                    | Domestic      | 30.53695 | -95.4847  | Withdrawal of Water |
| Well          | 6028401         | Gus Randall                                  | Domestic      | 30.55695 | -95.6208  | Withdrawal of Water |
| Well          | 6012502         | Pine Prairie Freewill Baptist Church         | Unused        | 30.80778 | -95.5767  | Withdrawal of Water |
| Well          | 6012503         | ANNS Water System                            | Public Supply | 30.8225  | -95.6081  | Withdrawal of Water |
| Well          | 6013304         | Robert Daffin                                | Unused        | 30.8421  | -95.3916  | Withdrawal of Water |
| Well          | 6013305         | R. Vincent Shorewood Forest WSC              | Public Supply | 30.84833 | -95.3842  | Withdrawal of Water |
| Well          | 6014401         | R.D. Jameson                                 | Domestic      | 30.80333 | -95.3625  | Withdrawal of Water |
| Well          | 6018501         | Myria Sims                                   | Domestic      | 30.68972 | -95.8119  | Withdrawal of Water |
| Well          | 6019401         | Damon Coburn? Trahan?                        | Domestic      | 30.68556 | -95.7386  | Withdrawal of Water |
| Well          | 6019402         | Humble Oil                                   | Industrial    | 30.69195 | -95.7386  | Withdrawal of Water |
| Well          | 6020203         | City of Huntsville Well #11.                 | Public Supply | 30.71417 | -95.5481  | Withdrawal of Water |
| Well          | 6020204         | TDCJ-Wynne Unit                              | Unused        | 30.73861 | -95.5733  | Withdrawal of Water |
| Well          | 6020502         | James Stewart Echo Villa Court               | Public Supply | 30.69306 | -95.5536  | Withdrawal of Water |
| Well          | 6020505         | City of Huntsville Well #17                  | Public Supply | 30.69111 | -95.5447  | Withdrawal of Water |
| Well          | 6029704         | City of New Waverly Well #1                  | Public Supply | 30.53778 | -95.4808  | Withdrawal of Water |
| Well          | 6005101         | D.B. Dewalt                                  | Domestic      | 30.9675  | -95.4831  | Withdrawal of Water |
| Well          | 6011901         | M Krumnow                                    | Domestic      | 30.75167 | -95.6386  | Withdrawal of Water |
| Well          | 6012802         | Walker County Special Utility Dist. System A | Public Supply | 30.78028 | -95.5636  | Withdrawal of Water |
| Well          | 6013301         | The Millwhite Co. Riverside                  | De-watering   | 30.85611 | -95.3992  | Withdrawal of Water |
| Well          | 6013404         | Riverside Water Corp. Walnut Creek #3        | Public Supply | 30.81056 | -95.4786  | Withdrawal of Water |
| Well          | 6013701         | M.C. Industries of TX Houston, Texas         | Public Supply | 30.79111 | -95.4825  | Withdrawal of Water |

| Facility Type | State Well ID # | Owner Name                                  | Primary Use          | Latitude | Longitude | Well Type           |
|---------------|-----------------|---------------------------------------------|----------------------|----------|-----------|---------------------|
| Well          | 6014104         | Waterco, Inc.                               | Public Supply        | 30.85583 | -95.3461  | Withdrawal of Water |
| Well          | 6014701         | Tom Mann                                    |                      | 30.76222 | -95.3514  | Spring              |
| Well          | 6019301         | W Robbins                                   | Stock                | 30.74945 | -95.6578  | Withdrawal of Water |
| Well          | 6019601         | Walker County SUD C                         | Public Supply        | 30.69306 | -95.645   | Withdrawal of Water |
| Well          | 6020108         | J Oliphant                                  | Domestic             | 30.71694 | -95.5842  | Withdrawal of Water |
| Well          | 6020207         | W S Gibbs                                   | Domestic             | 30.74306 | -95.5458  | Withdrawal of Water |
| Well          | 6020402         | Walker County WSC System C-#2               | Public Supply        | 30.69972 | -95.6183  | Withdrawal of Water |
| Well          | 6020612         | City of Huntsville Well #20                 | Public Supply        | 30.67639 | -95.5383  | Withdrawal of Water |
| Well          | 6018901         | W Pool                                      | Domestic             | 30.63028 | -95.7742  | Withdrawal of Water |
| Well          | 6026201         | Weldon Hope                                 | Domestic             | 30.62194 | -95.8111  | Withdrawal of Water |
| Well          | 6013903         | John Howell                                 | De-watering          | 30.77639 | -95.4164  | Withdrawal of Water |
| Well          | 6029708         | City of New Waverly                         | Public Supply        | 30.53925 | -95.4798  | Withdrawal of Water |
| Well          | 6011801         | J.W. Aden                                   | Domestic             | 30.79056 | -95.6889  | Withdrawal of Water |
| Well          | 6013203         | Riverside Water Supply Corporation.Well #4. | Public Supply        | 30.83917 | -95.4214  | Withdrawal of Water |
| Well          | 6013205         | Riverside Water Supply Corporation.Well #6. | Public Supply        | 30.84417 | -95.4228  | Withdrawal of Water |
| Well          | 6013329         | The Texas Co.                               | Unused               | 30.84056 | -95.4067  | Withdrawal of Water |
| Well          | 6013402         | Riverside WSC Well #7                       | Public Supply        | 30.80778 | -95.4836  | Withdrawal of Water |
| Well          | 6014106         | Waterco, Inc.                               | Public Supply        | 30.86806 | -95.3472  | Withdrawal of Water |
| Well          | 6018801         | P Parten                                    | Domestic             | 30.65806 | -95.8192  | Withdrawal of Water |
| Well          | 6020102         | Walker Saw Mill                             | Industrial           | 30.74611 | -95.6089  | Withdrawal of Water |
| Well          | 6020104         | Walker Saw Mill                             | Industrial           | 30.74639 | -95.6067  | Withdrawal of Water |
| Well          | 6020302         | Hopper                                      | Unused               | 30.74083 | -95.5206  | Withdrawal of Water |
| Well          | 6020401         | Walker County SUD F Fairgrounds Well        | Plugged or Destroyed | 30.69861 | -95.6142  | Withdrawal of Water |
| Well          | 6020605         | TDCJ Goree                                  | Public Supply        | 30.66944 | -95.5097  | Withdrawal of Water |
| Well          | 6020607         | Tom Campbell                                | Domestic             | 30.69889 | -95.5372  | Withdrawal of Water |
| Well          | 6021402         | Phelps Water Supply Corporation Well #2     | Public Supply        | 30.70528 | -95.4756  | Withdrawal of Water |
| Well          | 6011501         | Johnny Burns                                | Domestic             | 30.79333 | -95.6908  | Withdrawal of Water |
| Well          | 6011903         | Ruby Stampley                               | Domestic             | 30.75278 | -95.6492  | Withdrawal of Water |
| Well          | 6012701         | Huntsville Raceway                          | Unused               | 30.75056 | -95.6117  | Withdrawal of Water |
| Well          | 6013303         | Riverside School                            | Stock                | 30.85445 | -95.4006  | Withdrawal of Water |

| Facility Type | State Well ID # | Owner Name                               | Primary Use          | Latitude | Longitude | Well Type           |
|---------------|-----------------|------------------------------------------|----------------------|----------|-----------|---------------------|
| Well          | 6019201         | Walker Co. S. U. D. Hwy. 1696 Well       | Plugged or Destroyed | 30.74556 | -95.6825  | Withdrawal of Water |
| Well          | 6019302         | Alvin L. Humphrey/Alred                  | Domestic             | 30.74893 | -95.665   | Withdrawal of Water |
| Well          | 6019602         | Walker County WSC System C               | Public Supply        | 30.6925  | -95.6444  | Withdrawal of Water |
| Well          | 6020403         | City of Huntsville Timberwilde Addition  | Public Supply        | 30.70528 | -95.6203  | Withdrawal of Water |
| Well          | 6020405         | H Lindley                                | Domestic             | 30.68556 | -95.6231  | Withdrawal of Water |
| Well          | 6020601         | City of Huntsville Well #14              | Plugged or Destroyed | 30.70083 | -95.5339  | Withdrawal of Water |
| Well          | 6020904         | Little Thicket Mobile Home Park.Well #2. | Public Supply        | 30.65667 | -95.5072  | Withdrawal of Water |
| Well          | 6029703         | Mobil Gas Station                        | Commercial           | 30.5375  | -95.4842  | Withdrawal of Water |
| Well          | 6029906         | Harthorne Baptist Church                 | Domestic             | 30.53194 | -95.3936  | Withdrawal of Water |
| Well          | 6028702         | N T Little                               | Domestic             | 30.52278 | -95.605   | Withdrawal of Water |
| Well          | 6028704         | USDA Kay Gal Recreation Are              | Recreation           | 30.52611 | -95.5869  | Withdrawal of Water |
| Well          | 6028701         | U S Forest Service rig supply well       | Unused               | 30.52472 | -95.59    | Withdrawal of Water |
| Well          | 6029904         | Captain Perry                            | Domestic             | 30.53028 | -95.3986  | Withdrawal of Water |
| Well          | 6028202         |                                          |                      | 30.60167 | -95.5447  | Oil or Gas          |
| Well          | 6029401         | New Waverly HS                           | Institution          | 30.54667 | -95.4769  | Withdrawal of Water |
| Well          | 6029803         | Fred Nelson                              | Domestic             | 30.53028 | -95.4328  | Withdrawal of Water |
| Well          | 6010201         | J.C. Walker                              | Irrigation           | 30.84667 | -95.8253  | Withdrawal of Water |
| Well          | 6028101         | D Grissom                                | Domestic             | 30.58556 | -95.6164  | Withdrawal of Water |
| Well          | 6029405         | Louisiana Pacific Corp                   | Industrial           | 30.57    | -95.4736  | Withdrawal of Water |
| Well          | 6029707         | City of New Waverly Well #3              | Public Supply        | 30.53695 | -95.4867  | Withdrawal of Water |
| Well          | 6021201         | Lake Jackson Est. III                    | Public Supply        | 30.71361 | -95.4231  | Withdrawal of Water |
| Well          | 6028804         | National Forest No. 3                    | Plugged or Destroyed | 30.52889 | -95.5636  | Withdrawal of Water |
| Well          | 6028602         | Emeraldwood                              | Public Supply        | 30.55361 | -95.5108  | Withdrawal of Water |
| Well          | 6021601         | M Mathis                                 | Unused               | 30.69556 | -95.4122  | Withdrawal of Water |
| Well          | 6013901         | C.Y. Townley                             | Domestic             | 30.75695 | -95.4117  | Withdrawal of Water |
| Well          | 6021801         | U S Forest Service                       | Domestic             | 30.64639 | -95.4236  | Withdrawal of Water |
| Well          | 6028302         | Huntsville State Park                    | Plugged or Destroyed | 30.62028 | -95.525   | Withdrawal of Water |
| Well          | 6028502         | U S Forest Service Job Corps Camp        | Public Supply        | 30.54222 | -95.5606  | Withdrawal of Water |
| Well          | 6029905         | Jasper Mission Baptist Church            | Domestic             | 30.53417 | -95.3956  | Withdrawal of Water |
| Well          | 6030401         | E L Hardy                                | Domestic             | 30.55583 | -95.3711  | Withdrawal of Water |

| Facility Type | State Well ID # | Owner Name                               | Primary Use          | Latitude | Longitude | Well Type           |
|---------------|-----------------|------------------------------------------|----------------------|----------|-----------|---------------------|
| Well          | 6003902         | Walker County SUD                        | Public Supply        | 30.87966 | -95.6523  | Withdrawal of Water |
| Well          | 6005801         | TDC Smithers State Farm Well #1          | Public Supply        | 30.88389 | -95.4492  | Withdrawal of Water |
| Well          | 6019102         | N Hall                                   | Unused               | 30.71583 | -95.7208  | Withdrawal of Water |
| Well          | 6020603         | City of Huntsville Well #12              | Plugged or Destroyed | 30.70639 | -95.5411  | Withdrawal of Water |
| Well          | 6029403         | Louis Strey                              | Unused               | 30.56167 | -95.4742  | Withdrawal of Water |
| Well          | 6013328         | Lake Livingston Heights                  | Public Supply        | 30.85139 | -95.3767  | Withdrawal of Water |
| Well          | 6013502         | Sam Houston State Teachers College       | Public Supply        | 30.81139 | -95.4336  | Withdrawal of Water |
| Well          | 6014102         | Carolina Cove WSC                        | Plugged or Destroyed | 30.85444 | -95.3453  | Withdrawal of Water |
| Well          | 6018601         | F Morgan                                 | Domestic             | 30.68806 | -95.7692  | Withdrawal of Water |
| Well          | 6020106         | TDCJ-Administration Building, Well #1.   | Irrigation           | 30.74945 | -95.6125  | Withdrawal of Water |
| Well          | 6020205         | City of Huntsville Well #7.              | Plugged or Destroyed | 30.71639 | -95.5461  | Withdrawal of Water |
| Well          | 6020209         | Sam Houston State                        | Recreation           | 30.715   | -95.5517  | Withdrawal of Water |
| Well          | 6020404         | ANNS Water System                        | Public Supply        | 30.69695 | -95.6103  | Withdrawal of Water |
| Well          | 6020602         | City of Huntsville Well #13              | Public Supply        | 30.69583 | -95.5297  | Withdrawal of Water |
| Well          | 6020610         | TDCJ-Goree Unit Well #2                  | Irrigation           | 30.67306 | -95.5144  | Withdrawal of Water |
| Well          | 6020901         | J Elkins                                 | Domestic             | 30.66417 | -95.5308  | Withdrawal of Water |
| Well          | 6021502         | Phelps Water Supply Corporation, Well #3 | Public Supply        | 30.69472 | -95.4283  | Withdrawal of Water |
| Well          | 6019801         | Gibbs Bros.                              | Stock                | 30.65556 | -95.6692  | Withdrawal of Water |
| Well          | 6028201         |                                          |                      | 30.61694 | -95.5669  | Oil or Gas          |
| Well          | 6029902         | W G Ellisor                              | Domestic             | 30.5325  | -95.3919  | Withdrawal of Water |
| Well          | 6028803         | National Forest No. 2                    | Unused               | 30.52889 | -95.5636  | Withdrawal of Water |
| Well          | 6029406         | Louisiana Pacific Corp                   | Industrial           | 30.56917 | -95.4686  | Withdrawal of Water |
| Well          | 6029706         | Lige Buckner                             | Domestic             | 30.50917 | -95.4847  | Withdrawal of Water |
| Well          | 6028601         | Old Folks Home                           | Domestic             | 30.55889 | -95.5081  | Withdrawal of Water |
| Well          | 6028805         | Texas Youth Commission                   | Public Supply        | 30.54156 | -95.5584  | Withdrawal of Water |
| Well          | 6027401         |                                          |                      | 30.57536 | -95.7167  | Withdrawal of Water |
| Well          | 6022401         |                                          |                      | 30.67031 | -95.3672  | Oil or Gas          |

# Appendix D

## MEETING DOCUMENTATION





# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

March 23, 2023

## A G E N D A

**9:30 AM**                      **Registration & Sign-in**

**10:00 AM**                      **Welcome & Introductions**

**10:10 AM**                      **Overview of Hazard Mitigation Plans & Procedures**

H-GAC staff will provide an overview of hazard mitigation plans, benefits, meeting objectives, activities, H-GAC's planning process, roles & responsibilities, and project timelines.

**Hazard Mitigation Committee Management**

**10:30 AM**                      **Next Steps**

**10:45 AM**                      **Hazard Identification & Risk Assessment Exercise**

**12:00 PM**                      **Adjourn**

# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

March 23, 2023

## MEETING NOTES

### Welcome and Introductions

Butch Davis welcomed participants and thanked them for attending the meeting for the Walker County Hazard Mitigation Plan Update.

### Overview of Hazard Mitigation Plans & Procedures

Amanda Ashcroft reviewed the meeting agenda. Amanda went over meeting goals and objectives- to explain hazard mitigation, review the benefits of developing a hazard mitigation plan, provide an overview of the planning process, and to inform the committee about their role in the planning process. The plan is funded by a GLO grant through H-GAC. Amanda explained that despite there being no match requirement for this instance of funding, there will be various methods of documentation you see throughout the planning process that exist solely to calculate match for any future needs.

Amanda explained what hazard mitigation planning is, the benefits of mitigating for hazards, and the history behind the Stafford Act and Disaster Mitigation Act of 2000. This act requires communities to have a mitigation plan to be eligible for mitigation grants, plans must be updated every 5-years. FEMA has a plan review guide that outlines the requirements for what must be in the plan or addressed by the plan, these were updated in 2022 and take full effect for all plans approved after April 2023. Updated policies and any changes to the plan template were summarized to the committee.

Roles and responsibilities of the Hazard Mitigation Planning Committee were outlined. A commitment letter of jurisdictional participation was discussed as a committee to be signed and returned by a point of contact for each participating jurisdiction. Roles and responsibilities agreed to in the letter of commitment included items outlined in the presentation, as well as grounds for dismissal due to non-participation. These included:

- To attend meetings, including public hearings or meetings/workshops that occur during the plan update process
- To assist with coordination or participation in the public input process- this could mean collecting and relaying valuable local information, data, or soliciting input from citizens or professionals
- To make decisions on the planning process and content- this includes reviewing plan updates and providing timely feedback (this include submitting any worksheets or handouts we provide you)
- To review and adopt the plan for it to be approved by FEMA

Outreach methods were discussed for how the planning team and committee will get the word out to stakeholders for future meetings and public input.

Amanda reviewed the tentative project timeline and discussed HAZUS being run in-house, to be completed before the next meeting. The committee agreed keeping the same date/time and meeting in-person would allow for greater attendance from committee members and input.



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

March 23, 2023

## Next Steps

Amanda outlined next steps for the local planning team and members of the hazard mitigation planning committee. Committee members should provide any additional stakeholder contacts to the local planning team- Walker County OEM Butch Davis, Sherri Pegoda, and H-GAC staff so they can be included in future updates regarding the plan. The next meeting was scheduled for Monday, April 17, 2023, from 10 AM-12 PM at the Walker County Storm Shelter. H-GAC staff will begin running the HAZUS model for outputs to help inform the continued discussion of the risk assessment activity, and participating jurisdictions will begin a capability assessment activity.

At the end of the presentation, the hazard mitigation planning committee members introduced their name, title, the organization they represented.

## Hazard identification and Risk Assessment

A risk assessment handout was passed out and the committee reviewed hazards from the 2018 Walker County Multi-Jurisdictional Hazard Mitigation Plan, The Huntsville 2018 Hazard Mitigation Plan, and Texas State Hazard Mitigation Plan. She outlined updates the hazard mitigation planning committee may want to consider making to certain hazard titles, regroupings, new additions, and gave examples of what 2023 plans were doing similarly.

Listed Hazards for the 2018 plans included: Flooding, Hurricanes & Tropical Storms, Wildfire, Drought, Lightning, Heat, Hail, Winter Weather, Tornado, Dam/Levee Failure, Erosion, and Expansive Soils.

The hazard mitigation committee began working on the hazard identification and risk assessment handout for the remainder of the meeting. As a committee, they worked through the handout to determine probability and risk for hazards they identified that affect the County and participating jurisdictions. Results of this activity can be found below.

After the activity concluded, Amanda Ashcroft thanked everyone for their time and reiterated the time and date for the next scheduled meeting: **Monday, April 17, 2023, from 10 AM-12 PM at the Walker County Storm Shelter**

**Meeting adjourned at 11:45 AM.**



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

March 23, 2023

**RISK ASSESSMENT:** To rank hazard risk, probability and severity must be determined.

**PROBABILITY:** A measure of how likely an event will occur

**SEVERITY:** How much a hazard affects the functionality of society and natural environment

Hazard risk is measured using this equation: **RISK = PROBABILITY x SEVERITY**

*We will calculate risk by assigning a numerical value to both probability & severity (see below).*

*Use these values to calculate risk for each hazard within your community.*

| Probability       | Characteristics                                                                                                                                                                        |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 – Highly Likely | Event is probable within the next calendar year<br>These events have occurred, on average, once every 1-2 years in the past                                                            |
| 3 – Likely        | Event is probable within the next 10 years<br>Event has a 10-50% chance of occurring in any given year<br>These events have occurred, on average, once every 3-10 years in the past    |
| 2 – Possible      | Event is probable within the next 50 years<br>Event has a 2-10% chance of occurring in any given year<br>These events have occurred, on average, once every 10-50 years in the past    |
| 1 – Unlikely      | Event is probable within the next 200 years<br>Event has a 0.5-2% chance of occurring in any given year<br>These events have occurred, on average, once every 50-200 years in the past |

| Severity         | Characteristics                                                                                                                                                                                            |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 – Catastrophic | Multiple deaths<br>Complete shutdown of facilities for 30 or more days<br>More than 50% of property is severely damaged                                                                                    |
| 4 – Critical     | Injuries and/or illnesses result in permanent disability<br>Complete shutdown of critical facilities for at least 14 days<br>More than 25% of property is severely damaged                                 |
| 2 – Limited      | Injuries and/or illnesses do not result in permanent disability<br>Complete shutdown of critical facilities for more than seven days<br>More than 10% of property is severely damaged.                     |
| 1 – Negligible   | Injuries and/or illnesses are treatable with first aid<br>Minor quality of life lost<br>Shutdown of critical facilities and services for 24 hours or less<br>Less than 10% of property is severely damaged |



## Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

March 23, 2023

**RISK ASSESSMENT:** To rank hazard risk, probability and severity must be determined.

**PROBABILITY:** A measure of how likely an event will occur

**SEVERITY:** How much a hazard affects the functionality of society and natural environment

Use the tables above as a guide

| Hazard                                     | Probability (P)<br>(1, 2, 3, 4) | Severity (S)<br>(1, 2, 4, 8) | Risk<br>(P x S) | Ranking |
|--------------------------------------------|---------------------------------|------------------------------|-----------------|---------|
| Floods                                     | 4                               | 4                            | 16              | 1       |
| Wildfires                                  | 4                               | 4                            | 16              | 1       |
| Lightning                                  | 4                               | 2                            | 8               | 3       |
| Hailstorms                                 | 3                               | 2                            | 6               | 4       |
| Tornadoes                                  | 2                               | 8                            | 16              | 1       |
| Severe Thunderstorms                       | 4                               | 2                            | 8               | 3       |
| Erosion                                    | 4                               | 2                            | 8               | 3       |
| Hurricanes & Tropical Storms & Depressions | 4                               | 4                            | 16              | 1       |
| Drought & Expansive Soils                  | 4                               | 4                            | 16              | 1       |
| Extreme Heat                               | 4                               | 4                            | 16              | 1       |
| Severe Winter Weather                      | 4                               | 4                            | 16              | 1       |
| Dam/Levee Failure                          | 2                               | 4                            | 8               | 3       |
| Emerging Infectious Diseases               | 3                               | 4                            | 12              | 2       |
| Windstorms                                 | 3                               | 4                            | 12              | 2       |
| Invasive Species                           | 2                               | 2                            | 4               | 4       |
| Water Quality and Quantity                 | 4                               | 2                            | 8               | 3       |
| Cyber Threats                              | 3                               | 4                            | 12              | 2       |
| Biological/Hazmat                          | 2                               | 4                            | 8               | 3       |

**Commented [AA1]:** The committee agree to add tropical depressions to this title

**Commented [AA2]:** Hazard mitigation committee agreed to combine these two hazards into one.

**Commented [AA3]:** Private dams and levees are rated poorly within Walker County

**Commented [AA4]:** New hazard, Title chosen in place of 'Pandemic'

**Commented [AA5]:** New hazard

**Commented [AA6]:** New hazard

**Commented [AA7]:** New hazard

**Commented [AA8]:** Amanda will look up man-made hazard inclusion benefits within the HMP.

**Commented [AA9]:** New hazard



**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023**

| NAME             | AGENCY                               | TITLE                                                  | EMAIL ADDRESS                                                                          | CELL #       | WORK #       | County or City<br>Appointed | SIGNATURE                                                                           |
|------------------|--------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------------------|--------------|--------------|-----------------------------|-------------------------------------------------------------------------------------|
| Ashcroft, Amanda | Houston-Galveston Area Council       | Planner, Community & Environmental Planning            | <a href="mailto:amanda.ashcroft@h-gac.com">amanda.ashcroft@h-gac.com</a>               | 713.993.4545 |              | County                      |                                                                                     |
| Barnes, Jim      | Huntsville Police Dept               | Assistant Police Chief                                 | <a href="mailto:jbarnes@huntsvilletx.gov">jbarnes@huntsvilletx.gov</a>                 |              | 936.291.5496 | City                        |                                                                                     |
| Barrett, Matt    | San Jacinto River Authority          |                                                        |                                                                                        |              |              | County                      |                                                                                     |
| Bartee, Gene     | Walker County Constable Pct. 4       | Constable                                              | <a href="mailto:gbartee@co.walker.tx.us">gbartee@co.walker.tx.us</a>                   | 936.718.2755 |              | County                      |                                                                                     |
| Booker, Lonnie   | Sam Houston State University         | Associate Director of Emergency Management             | <a href="mailto:ljb048@shsu.edu">ljb048@shsu.edu</a>                                   | 936.294.2474 |              | County                      |    |
| Brown, Larry     | Huntsville ISD                       |                                                        | <a href="mailto:lbrown@huntsville-isd.org">lbrown@huntsville-isd.org</a>               | 936.661.7199 |              | County                      |    |
| Byal, Kevin      | City of Huntsville                   | Building Official                                      | <a href="mailto:kbyal@huntsvilletx.gov">kbyal@huntsvilletx.gov</a>                     |              | 936.291.5772 | City                        |                                                                                     |
| Carper, Jennifer | Texas Department of Criminal Justice | Director of Emergency management                       | <a href="mailto:jennifer.carper@tdcj.texas.gov">jennifer.carper@tdcj.texas.gov</a>     | 936.437.6038 | 936.730.5269 | County                      |                                                                                     |
| Christian, Colt  | Walker County Judge                  | County Judge                                           | <a href="mailto:cchristian@co.walker.tx.us">cchristian@co.walker.tx.us</a>             | 936.355.0987 | 936.436.4910 | County                      |    |
| Cole, Stephen    | Walker County JP4                    | Justice of the Peace                                   | <a href="mailto:scole@co.walker.tx.us">scole@co.walker.tx.us</a>                       | 936.577.2107 |              | County                      |                                                                                     |
| Connell, Joe     | Walker County OEM                    | CERT Coordinator                                       | <a href="mailto:jconnell@co.walker.tx.us">jconnell@co.walker.tx.us</a>                 | 936.581.5565 | 936.435.8035 | County                      | present                                                                             |
| Crocker, Ben     | Riverside Volunteer Fire Department  | Chief                                                  | <a href="mailto:benCrocker@riversidevfd.com">benCrocker@riversidevfd.com</a>           | 936.581.2452 |              | County                      |                                                                                     |
| Daniel, Dena     | Huntsville Memorial Hospital         | Executive Assistant / Emergency Management Coordinator | <a href="mailto:dena.daniel@hmh.cc">dena.daniel@hmh.cc</a>                             | 832.427.9416 | 936.291.4512 | County                      |   |
| Daugette, Bill   | Walker County Commissioner Pct. 3    | Commissioner                                           | <a href="mailto:bdaugette@co.walker.tx.us">bdaugette@co.walker.tx.us</a>               | 936.661.5176 |              | County                      |  |
| Davila, John     | Walker County Sheriff                | Lt.                                                    | <a href="mailto:jdavila@co.walker.tx.us">jdavila@co.walker.tx.us</a>                   | 936.661.9322 | 936.435.2400 | County                      |                                                                                     |
| Davis, Butch     | Walker County OEM                    | EMC                                                    | <a href="mailto:walkercountyoeem@co.walker.tx.us">walkercountyoeem@co.walker.tx.us</a> | 936.577.2846 | 936.435.8035 | County                      |  |
| Decker, Brandon  | Walker County Commissioner Pct. 4    | Commissioner                                           | <a href="mailto:bdecker@co.walker.tx.us">bdecker@co.walker.tx.us</a>                   | 936.788.4805 |              | County                      |  |
| Doll, Kristy     | Huntsville Administration            | City Secretary                                         | <a href="mailto:kdoll@huntsvilletx.gov">kdoll@huntsvilletx.gov</a>                     |              | 936.291.5413 | City                        |                                                                                     |
| Drane, Kris      | New Waverly ISD                      |                                                        | <a href="mailto:kdrain@new-waverly.k12.tx.us">kdrain@new-waverly.k12.tx.us</a>         | 936.662.1785 |              | County                      |                                                                                     |
| Durham, Will     | Walker County District Attorney      | District Attorney                                      | <a href="mailto:wdurham@co.walker.tx.us">wdurham@co.walker.tx.us</a>                   | 936.436.4602 |              | County                      |                                                                                     |

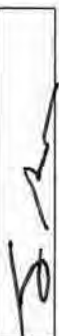


**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023**

| NAME                  | AGENCY                               | TITLE                           | EMAIL ADDRESS                 | CELL #       | WORK #       | County or City Appointed | SIGNATURE                   |
|-----------------------|--------------------------------------|---------------------------------|-------------------------------|--------------|--------------|--------------------------|-----------------------------|
| Ferguson, James       | Huntsville Public Works - Water      | Water Department                | jferguson@huntsvilletx.gov    |              | 936.291.5762 | City                     |                             |
| Fisher, Steve         | Walker County JP1                    | Justice of the Peace            | sfisher@co.walker.tx.us       | 936.661.8070 |              | County                   |                             |
| French, Kari          | Walker County Clerk                  | County Clerk                    | klfrench@co.walker.tx.us      | 936.577.2320 |              | County                   |                             |
| Gallagher, Briana     | San Jacinto River Authority          | <i>Project Manager</i>          | bgallagher@sra.net            |              |              | County                   | <i>Briana Gallagher</i>     |
| Gann, Tammy           | Huntsville Economic Development      | Economic Development Director   | tgann@huntsvilletx.gov        |              | 936.291.5793 | City                     |                             |
| Hail, Darol           | New Waverly ISD                      |                                 | dhall@new.waverly.k12.tx.us   | 936.661.5260 |              | County                   |                             |
| Herford, John         | Huntsville Public Works - Streets    | Streets Department              | jherford@huntsvilletx.gov     |              | 936.291.5722 | City                     |                             |
| Hill, Steve           | Walker County Constable Pct. 3       | Constable                       | shill@co.walker.tx.us         | 936.661.9256 |              | County                   | <i>SH</i>                   |
| Holton, Chad          | Trinity River Authority              |                                 | holtong@trinityra.org         | 936.661.0673 |              | County                   |                             |
| Hooks, Ashlyn         | Walker County Road & Bridge Pct. 2   | Admin. Assist.                  | ahooks@co.walker.tx.us        |              |              | County                   |                             |
| Hooks, John           | Walker County Constable Pct. 1       | Constable                       | jhooks@co.walker.tx.us        | 936.661.2259 |              | County                   |                             |
| Humphrey, William     | Walker County OEM                    | Planner                         | whumphrey@co.walker.tx.us     | 936.438.7644 | 936.435.8035 | County                   | <i>William Humphrey</i>     |
| Isbell, Andrew        | Walker County Planning & Development | Director                        | aisbell@co.walker.tx.us       | 936.994.4456 | 936.436.4704 | County                   | <i>Andrew Isbell</i>        |
| James, Nate           | City of New Waverly                  | Mayor                           | njames1179@icloud.com         | 936.203.2516 | 936.344.6621 | County                   |                             |
| Jeffcoat, Randy       | Walker County JP3                    | Justice of the Peace            | rjeffcoat@co.walker.tx.us     |              |              | County                   |                             |
| Jeng-Bullock, Kathlie | Huntsville Engineer                  | City Engineer                   | kjengbulloch@huntsvilletx.gov |              | 936.291.5760 | City                     | <i>Kathlie Jeng-Bullock</i> |
| Joiner, Penny         | Huntsville Parks Dept                | Parks Director                  | pjoiner@huntsvilletx.gov      |              | 936.291.5708 | City                     |                             |
| Kembro, Kim           | Huntsville Public Works              | Public Works Assistant Director | kkembro@huntsvilletx.gov      |              | 936.291.5735 | City                     |                             |
| Klawinsky, Amy        | Walker County Treasurer              | Treasurer                       | aklawinsky@co.walker.tx.us    | 936.662.7868 |              | County                   |                             |
| Kulhavy, Aron         | Huntsville Administration            | City Manager                    | akulhavy@huntsvilletx.gov     |              | 936.291.5401 | City                     |                             |

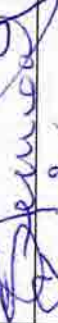
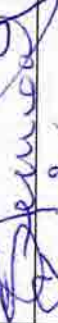
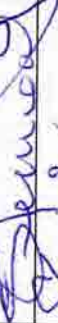


**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023**

| NAME                          | AGENCY                            | TITLE                                              | EMAIL ADDRESS                                                                      | CELL #          | WORK #       | County or City Appointed | SIGNATURE                                                                           |
|-------------------------------|-----------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------|-----------------|--------------|--------------------------|-------------------------------------------------------------------------------------|
| Kuykendall, Danny             | Walker County Commissioner Pct. 1 | Commissioner                                       | <a href="mailto:dkuykendall@co.walker.tx.us">dkuykendall@co.walker.tx.us</a>       | 936.438.9097    |              | County                   |    |
| Lamb, Trey                    | Huntsville Fire Dept              | Assistant Fire Chief                               | <a href="mailto:wilamb@huntsvilletx.gov">wilamb@huntsvilletx.gov</a>               |                 | 936.291.5943 | City                     |                                                                                     |
| Landrum, Curt                 | Huntsville Police Dept            | Lieutenant Police Dept.                            | <a href="mailto:clandrum@huntsvilletx.gov">clandrum@huntsvilletx.gov</a>           |                 | 936.291.5466 | City                     |                                                                                     |
| LeMaire, John                 | City of Riverside                 | Mayor                                              | <a href="mailto:riversidetx@windstream.net">riversidetx@windstream.net</a>         | 936.443.6035    | 936.594.2520 | County                   |                                                                                     |
| Loosier, Shane                | Walker County Constable Pct. 2    | Constable                                          | <a href="mailto:sloosier@co.walker.tx.us">sloosier@co.walker.tx.us</a>             | 936.438.0516    |              | County                   |                                                                                     |
| Masiel,                       | <i>City of Huntsville</i>         | <i>Asst City Manager</i>                           | <a href="mailto:smasiel@huntsvilletx.gov">smasiel@huntsvilletx.gov</a>             |                 |              | City                     |    |
| Mathis, Greg                  | Huntsville Fire Dept              | Fire Chief                                         | <a href="mailto:gmathis@huntsvilletx.gov">gmathis@huntsvilletx.gov</a>             |                 | 936.291.5944 | City                     |                                                                                     |
| McRae, Clint                  | Walker County Sheriff             | Sheriff                                            | <a href="mailto:cmcrae@co.walker.tx.us">cmcrae@co.walker.tx.us</a>                 | 936.435.2400    | 936.577.2845 | County                   |                                                                                     |
| McRae, Diana                  | Walker County Tax Assessor        | Tax Assessor                                       | <a href="mailto:dianamcrae@co.walker.tx.us">dianamcrae@co.walker.tx.us</a>         | 936.661.1785    |              | County                   |                                                                                     |
| Mergo, Cheryl                 | Houston-Galveston Area Council    | Senior Manager, Community & Environmental Planning | <a href="mailto:cheryl.mergo@h-gac.com">cheryl.mergo@h-gac.com</a>                 | 713.993.4520    |              | County                   |    |
| Morrison, James               | Walker County SUD                 | General Manager                                    | <a href="mailto:james@walkersud.com">james@walkersud.com</a>                       | 936.295.4452    | 936.581.2180 | County                   |   |
| Nettles, Robert               | Riverside SUD                     | General Manager                                    | <a href="mailto:rnettles@riversidesud.com">rnettles@riversidesud.com</a>           | 936.594.5793    |              | County                   |                                                                                     |
| Parker, Rachel                | Walker County EMS                 | Director                                           | <a href="mailto:rparker@co.walker.tx.us">rparker@co.walker.tx.us</a>               | 832.921.7836    | 832.971.7836 | County                   |   |
| Payne, Marcus                 | Walker County JP2                 | Justice of the Peace                               | <a href="mailto:mpayne@co.walker.tx.us">mpayne@co.walker.tx.us</a>                 | 936.355.8782    |              | County                   |  |
| Pegoda, Sherri                | Walker County OEM                 | Deputy EMC                                         | <a href="mailto:walkercountyoe@co.walker.tx.us">walkercountyoe@co.walker.tx.us</a> | 936.662.6109    | 936.435.8035 | County                   |  |
| Perez, Stormy <i>Out sick</i> | City of Riverside                 | City Secretary                                     | <a href="mailto:riversidetx@windstream.net">riversidetx@windstream.net</a>         |                 | 936.594.2520 | County                   |                                                                                     |
| Ritter, Steve                 | Huntsville Finance                | Finance Director                                   | <a href="mailto:sritter@huntsvilletx.gov">sritter@huntsvilletx.gov</a>             |                 | 936.291.5486 | City                     |                                                                                     |
| Roberts, Bill                 | Huntsville ISD                    | Assistant Superintendent                           | <a href="mailto:wroberts@huntsville-isd.org">wroberts@huntsville-isd.org</a>       | 936.435.6300    | 281.684.8584 | County                   |                                                                                     |
| Rohe, Scott                   | Phelps SUD                        | General Manager                                    | <a href="mailto:phelpswater@hotmail.com">phelpswater@hotmail.com</a>               | 936.295.4051    | 936.661.2210 | County                   |                                                                                     |
| Sanders, Jason                | Huntsville Risk Manager           | Risk Manager                                       | <a href="mailto:jsanders@huntsvilletx.gov">jsanders@huntsvilletx.gov</a>           | <i>581-0841</i> | 936.291.5425 | City                     |  |



**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023**

| NAME               | AGENCY                                 | TITLE                    | EMAIL ADDRESS                                                                  | CELL #       | WORK #       | County or City Appointed | SIGNATURE                                                                           |
|--------------------|----------------------------------------|--------------------------|--------------------------------------------------------------------------------|--------------|--------------|--------------------------|-------------------------------------------------------------------------------------|
| Sherrod, Brent     | Huntsville Public Works                | Public Works Director    | <a href="mailto:bsherrrod@huntsvilletx.gov">bsherrrod@huntsvilletx.gov</a>     |              | 936.291.5786 | City                     |    |
| Slaven, Darryle    | Huntsville Police Dept                 | Police Chief             | <a href="mailto:dsilaven@huntsvilletx.gov">dsilaven@huntsvilletx.gov</a>       |              | 936.291.5475 | City                     |    |
| Slott, B           | City of Huntsville                     |                          | <a href="mailto:bslott@huntsvilletx.gov">bslott@huntsvilletx.gov</a>           | 936.577.5613 |              | City                     |    |
| Slott, Jacob       | New Waverly Fire Department            | Chief                    | <a href="mailto:slottconstruction@yahoo.com">slottconstruction@yahoo.com</a>   | 936.661.5964 |              | County                   |    |
| Smith, David       | Good Shepherd Mission                  | Reverend                 | <a href="mailto:gsmission@suddenlink.com">gsmission@suddenlink.com</a>         | 936.661.5076 | 291.8156     | County                   |    |
| Sorensen, Tracy    | Walker County Court at Law             | Judge                    | <a href="mailto:thesunbeltcga@gmail.com">thesunbeltcga@gmail.com</a>           | 936.661.1628 |              | County                   |    |
| Sugg, Jamie        | AgriLife Extension                     | County Extension Agent   | <a href="mailto:jamie.sugg@ag.tamu.edu">jamie.sugg@ag.tamu.edu</a>             |              | 936.435.2426 | County                   |    |
| Tennant, Sonja     | Walker County OEM                      | EM Specialist            | <a href="mailto:stennant@co.walker.tx.us">stennant@co.walker.tx.us</a>         | 936.662.4234 | 936.435.8035 | County                   |    |
| Traylor, Kevin     | Walker County ESD 2                    |                          | <a href="mailto:kevin.traylor@wcesd2.com">kevin.traylor@wcesd2.com</a>         | 936.581.2022 | 936.581.2022 | County                   |    |
| Tryon, Anthony     | Walker County Public Safety Comms      | Assistant Director       | <a href="mailto:atryon@co.walker.tx.us">atryon@co.walker.tx.us</a>             | 936.391.7057 |              | County                   |    |
| Wagner, M          | City of Huntsville                     |                          | <a href="mailto:mwagner@huntsvilletx.gov">mwagner@huntsvilletx.gov</a>         | 936.714.6013 | 936.291.5941 | City                     |    |
| Waldo, John        | Texas Division of Emergency Management | County Liaison Officer   | <a href="mailto:john.waldo@tdem.texas.gov">john.waldo@tdem.texas.gov</a>       | 346.244.3152 |              | County                   |   |
| Walker, Ron        | Texas Division of Emergency Management | District Coordinator     | <a href="mailto:ronald.walker@tdem.texas.gov">ronald.walker@tdem.texas.gov</a> | 936.662.3827 |              | County                   |   |
| Wavra, Bill        | Huntsville IT Dept                     | IT Director              | <a href="mailto:bwavra@huntsvilletx.gov">bwavra@huntsvilletx.gov</a>           |              | 936.291.5454 | City                     |   |
| Weekley, Clint     | Department of Public Safety            | Sergeant                 | <a href="mailto:clint.weekley@dps.texas.gov">clint.weekley@dps.texas.gov</a>   | 361.693.7099 |              | County                   |   |
| White, Ronnie      | Walker County Commissioner Pct. 2      | Commissioner             | <a href="mailto:rwhite@co.walker.tx.us">rwhite@co.walker.tx.us</a>             | 936.438.7852 |              | County                   |   |
| Whitcotton, Tim    | Walker County Sheriff                  | Chief                    | <a href="mailto:twhitcotton@co.walker.tx.us">twhitcotton@co.walker.tx.us</a>   | 936.438.6580 | 936.435.2400 | County                   |   |
| Widner, Steve      | City of New Waverly                    | Director of Public Works | <a href="mailto:cityofnewwaverly@yahoo.com">cityofnewwaverly@yahoo.com</a>     | 936.577.2347 | 936.344.6621 | County                   |  |
| Wilkinson, Deborah | Walker County Public Safety Comms      | Director                 | <a href="mailto:dsgilbert@co.walker.tx.us">dsgilbert@co.walker.tx.us</a>       | 936.714.6698 | 435.844      | County                   |  |
| Winningham, Adam   | Huntsville OEM                         | EMC                      | <a href="mailto:awinningham@huntsvilletx.gov">awinningham@huntsvilletx.gov</a> | 936.662.0564 | 936.291.5945 | City                     |  |

HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023[illegible]



## Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

Name: Rachel Parker  
Title and Employer: Ems Director Walker County Ems  
Date: 3/23/23  
Contact email: rparker@co.walker.tx.us  
Amount of time  
worked on this document: 1 hour

Please return your filled worksheet to [Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)

713-993-4545

The purpose of this activity is to identify which hazards **could** affect your community. Each participating jurisdiction must come up with their own risk assessment.



# Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

The purpose of this activity is to identify which hazards *could* affect your community.

1. Thinking about the past is a good start. What happened previously is a pretty good guide to what may happen again. If your county was damaged by an earthquake, even 150 years ago, there exists at least the potential for damaging earthquakes in the future.
2. Think about any new information you learned through the risk assessment. Sometimes memories cover too short of a time span to experience potential risk and looking at scenarios and other models can provide an additional perspective.
3. Think about changing conditions in your community, and how the nature of some threats could change over time. This could include the increased frequency of extreme events due to climate change, to changes in vulnerable populations, or the anticipated construction of a new anhydrous ammonia facility that creates the possibility of chemical exposure.

The following is a list of natural and technological hazards that can affect the County. This is not necessarily a complete list of threats but is intended as a starting point when completing the local risk assessment activity.

|                                                 |                                                  |
|-------------------------------------------------|--------------------------------------------------|
| Floods                                          | Hurricanes & Tropical Storms / <i>depression</i> |
| Wildfires                                       | <b>Drought</b>                                   |
| Lightning                                       | Extreme Heat                                     |
| Hailstorms                                      | Severe Winter Storms                             |
| Tornadoes                                       | Dam/Levee Failure                                |
| Severe Thunderstorms                            | Expansive Soils                                  |
| Erosion / <i>drought</i>                        | Windstorms                                       |
| <i>Cyber-security</i>                           |                                                  |
| Pandemics   <i>Emerging Infectious Diseases</i> |                                                  |
|                                                 |                                                  |
|                                                 |                                                  |

2023 - New hazards/removals  
Pandemic, temp extremes



# Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

**RISK ASSESSMENT:** To rank hazard risk, probability and severity must be determined.

**PROBABILITY:** A measure of how likely an event will occur

**SEVERITY:** How much a hazard affects the functionality of society and natural environment

Use the tables above as a guide

| Hazard                                 | Probability (P)<br>(1, 2, 3, 4) | Severity (S)<br>(1, 2, 4, 8) | Risk<br>(P x S) | Ranking |
|----------------------------------------|---------------------------------|------------------------------|-----------------|---------|
| Floods                                 | 4                               | 4                            | 16              |         |
| Wildfires                              | 4                               | 4                            | 16              |         |
| Lightening                             | 4                               | 2                            | 8               |         |
| Hailstorms                             | 3                               | 2                            | 6               |         |
| Tornadoes                              | 2                               | 8                            | 16              |         |
| Severe Thunderstorm                    | 4                               | 2                            | 8               |         |
| Erosion                                | 4                               | 2                            | 8               |         |
| Hurricane/Tropical Storm<br>Depression | 4                               | 4                            | 16              |         |
| Drought & Expansion                    | 4                               | 4                            | 16              |         |
| Extreme Heat                           | 4                               | 4                            | 16              |         |
| Severe Winter Weather                  | 4                               | 4                            | 16              |         |
| Dam/Levee                              | 2                               | 4                            | 8               |         |
| Wildfire/Infectious                    | 4                               | 4                            | 16              |         |
| Cyber                                  | 3                               | 4                            | 12              |         |
| Windsorm                               | 3                               | 4                            | 12              |         |
| Invasive Species                       | 2                               | 2                            | 4               |         |
| Water Quality/Quantity                 | 2                               | 4                            | 16              |         |
| Biological/Hazmat                      | 2                               | 4                            |                 |         |



# Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

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Hazard risk is measured using this equation: **RISK = PROBABILITY x SEVERITY**

*We will calculate risk by assigning a numerical value to both probability & severity (see below).*

*Use these values to calculate risk for each hazard within your community.*

| Probability       | Characteristics                                                                                                                                                                        |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 – Highly Likely | Event is probable within the next calendar year<br>These events have occurred, on average, once every 1-2 years in the past                                                            |
| 3 – Likely        | Event is probable within the next 10 years<br>Event has a 10-50% chance of occurring in any given year<br>These events have occurred, on average, once every 3-10 years in the past    |
| 2 – Possible      | Event is probable within the next 50 years<br>Event has a 2-10% chance of occurring in any given year<br>These events have occurred, on average, once every 10-50 years in the past    |
| 1 – Unlikely      | Event is probable within the next 200 years<br>Event has a 0.5-2% chance of occurring in any given year<br>These events have occurred, on average, once every 50-200 years in the past |

| Severity         | Characteristics                                                                                                                                                                                            |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 – Catastrophic | Multiple deaths<br>Complete shutdown of facilities for 30 or more days<br>More than 50% of property is severely damaged                                                                                    |
| 4 – Critical     | Injuries and/or illnesses result in permanent disability<br>Complete shutdown of critical facilities for at least 14 days<br>More than 25% of property is severely damaged                                 |
| 2 – Limited      | Injuries and/or illnesses do not result in permanent disability<br>Complete shutdown of critical facilities for more than seven days<br>More than 10% of property is severely damaged.                     |
| 1 – Negligible   | Injuries and/or illnesses are treatable with first aid<br>Minor quality of life lost<br>Shutdown of critical facilities and services for 24 hours or less<br>Less than 10% of property is severely damaged |

## Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

Name: Shane Osterman

Title and Employer: Deputy, Walker County Sheriff's Office

Date: 3-23-23

Contact email: sosterman@co.walker.tx.us

Amount of time  
worked on this document: 1 hour

Please return your filled worksheet to [Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)

The purpose of this activity is to identify which hazards **could** affect your community. Each participating jurisdiction must come up with their own risk assessment.



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The following is a list of natural and technological hazards that can affect the County. This is not necessarily a complete list of threats but is intended as a starting point when completing the local risk assessment activity.

|                             |                                         |
|-----------------------------|-----------------------------------------|
| <b>Floods</b>               | <b>Hurricanes &amp; Tropical Storms</b> |
| <b>Wildfires</b>            | <b>Drought</b>                          |
| <b>Lightning</b>            | <b>Extreme Heat</b>                     |
| <b>Hailstorms</b>           | <b>Severe Winter Storms</b>             |
| <b>Tornadoes</b>            | <b>Dam/Levee Failure</b>                |
| <b>Severe Thunderstorms</b> | <b>Expansive Soils</b>                  |
| <b>Erosion</b>              | <b>Windstorms</b>                       |
|                             |                                         |
|                             |                                         |
|                             |                                         |
|                             |                                         |

# Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

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| Probability       | Characteristics                                                                                                                                                                        |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 – Highly Likely | Event is probable within the next calendar year<br>These events have occurred, on average, once every 1-2 years in the past                                                            |
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| 1 – Unlikely      | Event is probable within the next 200 years<br>Event has a 0.5-2% chance of occurring in any given year<br>These events have occurred, on average, once every 50-200 years in the past |

| Severity         | Characteristics                                                                                                                                                                                            |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 – Catastrophic | Multiple deaths<br>Complete shutdown of facilities for 30 or more days<br>More than 50% of property is severely damaged                                                                                    |
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|----------------------------------------------|---------------------------------|------------------------------|-----------------|---------|
| Floods                                       | 4                               | 4                            | 16              | 1       |
| Wildfires                                    | 4                               | 4                            | 16              | 1       |
| Lightning                                    | 4                               | 2                            | 8               | 3       |
| Hailstorms                                   | 3                               | 2                            | 6               | 4       |
| Tornadoes                                    | 2                               | 8                            | 16              | 1       |
| Severe Thunderstorms                         | 4                               | 2                            | 8               | 3       |
| Erosion                                      | <del>2</del> 4                  | 2                            | <del>4</del> 8  | 3       |
| Hurricanes, Tropical storms<br>+ depressions | 4                               | 4                            | 16              | 1       |
| Drought + Expansive soils                    | 4                               | 4                            | 16              | 1       |
| Extreme Heat                                 | 4                               | <del>2</del> 4               | <del>8</del> 16 | 1       |
| Severe winter <sup>w</sup> weather storms    | 4                               | 4                            | 16              | 3       |
| Dam/Levee failure                            | 2                               | 4                            | 8               | 3       |
| Emerging Infectious Diseases                 | 3                               | <del>2</del> 4               | <del>6</del> 12 | 2       |
| Windstorms                                   | <del>2</del> 3                  | 4                            | 12              | 2       |
| Cyber Threats                                | 3                               | 4                            | 12              | 2       |
| Invasive species                             | 2                               | 2                            | 4               | 4       |

## Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

Name:

SHERRI PEGODA

Title and Employer:

Walker Co. OEM - DEMIC

Date:

3/23/23

Contact email:

walkercountypem@co.walker.tx.us

Amount of time

worked on this document:

1 hour

Please return your filled worksheet to [Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)

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|-----------------------------|------------------------------------------------------------------|
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| <b>Wildfires</b>            | <del><b>Drought</b></del>                                        |
| <b>Lightning</b>            | <b>Extreme Heat</b>                                              |
| <b>Hailstorms</b>           | <b>Severe Winter Storms</b>                                      |
| <b>Tornadoes</b>            | <b>Dam/Levee Failure</b>                                         |
| <b>Severe Thunderstorms</b> | <i>Drought</i> / <b>Expansive Soils</b>                          |
| <b>Erosion</b>              | <b>Windstorms</b>                                                |
| <i>Cyber</i>                | <del><i>Pandemics</i></del>                                      |
|                             | <i>Emerging Infectious Diseases</i>                              |
|                             |                                                                  |
|                             |                                                                  |



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| 3 – Likely        | Event is probable within the next 10 years<br>Event has a 10-50% chance of occurring in any given year<br>These events have occurred, on average, once every 3-10 years in the past    |
| 2 – Possible      | Event is probable within the next 50 years<br>Event has a 2-10% chance of occurring in any given year<br>These events have occurred, on average, once every 10-50 years in the past    |
| 1 – Unlikely      | Event is probable within the next 200 years<br>Event has a 0.5-2% chance of occurring in any given year<br>These events have occurred, on average, once every 50-200 years in the past |

| Severity         | Characteristics                                                                                                                                                                                            |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 – Catastrophic | Multiple deaths<br>Complete shutdown of facilities for 30 or more days<br>More than 50% of property is severely damaged                                                                                    |
| 4 – Critical     | Injuries and/or illnesses result in permanent disability<br>Complete shutdown of critical facilities for at least 14 days<br>More than 25% of property is severely damaged                                 |
| 2 – Limited      | Injuries and/or illnesses do not result in permanent disability<br>Complete shutdown of critical facilities for more than seven days<br>More than 10% of property is severely damaged.                     |
| 1 – Negligible   | Injuries and/or illnesses are treatable with first aid<br>Minor quality of life lost<br>Shutdown of critical facilities and services for 24 hours or less<br>Less than 10% of property is severely damaged |

# Walker County Multi-Jurisdictional Hazard Mitigation Plan Update, Risk Assessment

**RISK ASSESSMENT:** To rank hazard risk, probability and severity must be determined.

**PROBABILITY:** A measure of how likely an event will occur

**SEVERITY:** How much a hazard affects the functionality of society and natural environment

Use the tables above as a guide

| Hazard                         | Probability (P)<br>(1, 2, 3, 4) | Severity (S)<br>(1, 2, 4, 8) | Risk<br>(P x S) | Ranking |
|--------------------------------|---------------------------------|------------------------------|-----------------|---------|
| Floods                         | 4                               | 4                            | 16              | 1       |
| Wildfires                      | 4                               | 4                            | 16              | 1       |
| Lightning                      | 4                               | 2                            | 8               | 3       |
| Hailstorms                     | 3                               | 2                            | 6               | 4       |
| Tornadoes                      | 2                               | 8                            | 16              | 1       |
| Sev. Thund.                    | 4                               | 2                            | 8               | 3       |
| Erosion                        | 4                               | 2                            | 8               | 3       |
| Hurr/Trop/Depp.                | 4                               | 4                            | 16              | 1       |
| Drought/Exp. Soils             | 4                               | 4                            | 16              | 1       |
| Ext. Heat                      | 4                               | 4                            | 16              | 1       |
| Sev. <sup>winter</sup> Weather | 4                               | 4                            | 16              | 1       |
| Dam/Levee Fail.                | 2                               | 4                            | 8               | 3       |
| Emerg. Inf Dis                 | 3                               | 4                            | 12              | 2       |
| Windstorms                     | 3                               | 4                            | 12              | 2       |
| Cyber Threat                   | 3                               | 4                            | 12              | 2       |
| Biological/Hazmat              | 2                               | 4                            | 8               | 3       |

Invasive Species 2 2 4 5  
 water quality & quantity 2 4 8 3



# Hazard Mitigation Plan Worksheet Capability Assessment

Name: Butch Davis / Sherri Pegoda

Title and Employer: Walker County EMC & Deputy EMC

Jurisdiction represented: Walker County Office of Emergency Management

Date: 04/27/2023

Amount of time worked  
on this document: 35 Hours (Elected Officials and County Employees)

**Please return your filled worksheet to [Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)**

Does the plan document each jurisdiction's existing authorities,  
policies, programs and resources, and its ability to expand on and  
improve these existing policies and programs?  
*(Requirement §201.6(c)(3))*

# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Building Code, Permitting, and Inspections           | Yes/ No                                                                                                                                                       | 1. Are codes adequately enforced?                                 |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Building Code                                        | No <input type="checkbox"/>                                                                                                                                   | Version/Year:                                                     |
| Building Code Effectiveness Grading Schedule (BCEGS) | No <input type="checkbox"/>                                                                                                                                   | Score:                                                            |
| Fire department ISO rating                           | Yes                                                                                                                                                           | Rating: New Waverly (New 3/3Y) , Riverside, Dodge, Crabbs Prairie |
| Site plan review requirements                        | Yes                                                                                                                                                           | Subdivision Regulations, Flood Plain, On-Site SewerReview         |
| Other (if any)                                       | ESD 2 - Fire Marshall- Subdivision Plans<br>New Waverly - Building Codes, Mobile Home Ordinances<br>Riverside - Working on Building Codes & Mobile Ordinances |                                                                   |

| Planning, Ordinances, & Regulatory Capability                        | Yes/ No                        | 1. Is the plan/ordinance an effective measure for reducing hazard impacts?<br>2. Is the ordinance adequately administered and enforced? |
|----------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Capital Improvements Plan (Regulates infrastructure in hazard areas) | Limit <input type="checkbox"/> | No- County<br>Riverside- No, Huntsville- Unknown, New Waverly- unknown                                                                  |
| Comprehensive Plan                                                   |                                | No                                                                                                                                      |
| Continuity of Operations Plan                                        |                                | No- in process                                                                                                                          |
| Disaster Recovery Plan                                               |                                | Yes - reference the EOP                                                                                                                 |
| Economic Development Plan                                            |                                | Yes- Effective                                                                                                                          |
| Emergency Operations Plan                                            |                                | Yes- Effective                                                                                                                          |
| Floodplain Management Plan                                           |                                | Yes- Effective                                                                                                                          |
| Hazard Mitigation Plan                                               |                                | Yes- Reference Annex P EOP                                                                                                              |
| Radiological Emergency Plan                                          |                                | Yes- Reference Annex D EOP                                                                                                              |
| Regional Planning                                                    |                                | Yes- Through HGAC                                                                                                                       |
| SARA Title III Emergency Response Plan                               |                                | Yes- reference the EOP (LEPC)                                                                                                           |
| Stormwater Management Plan                                           |                                | No                                                                                                                                      |
| Transportation Plan                                                  |                                | Yes- Reference EOP                                                                                                                      |
| Zoning Ordinance                                                     |                                | No                                                                                                                                      |

# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Planning, Ordinances, & Regulatory Capability                                                                      | Yes/ No | 1. Is the plan/ordinance an effective measure for reducing hazard impacts?<br>2. Is the ordinance adequately administered and enforced? |
|--------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Subdivision Regulation/Ordinance                                                                                   |         | Yes - effective                                                                                                                         |
| Flood Damage Prevention Ordinance                                                                                  |         | Yes- reference floodplain Regulation                                                                                                    |
| Floodplain Ordinance                                                                                               |         | Yes-Effective (FIRM)                                                                                                                    |
| Natural hazard specific ordinance (Stormwater, wildfire, etc.)                                                     |         | Yes - Community Wildfire Protection Plan                                                                                                |
| National Flood Insurance Program                                                                                   |         | Yes - Members                                                                                                                           |
| Flood insurance rate maps                                                                                          |         | Yes (Firm Maps)                                                                                                                         |
| Community Rating System                                                                                            |         | No                                                                                                                                      |
| Acquisition of land for open space and public recreation uses                                                      |         | NO                                                                                                                                      |
| Other (if any)                                                                                                     |         |                                                                                                                                         |
| <b>How can these capabilities be expanded and improved to reduce risk?</b><br><br><br><br><br><br><br><br><br><br> |         |                                                                                                                                         |



# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Administrative & Technical Capability

Identify whether your community has the following administrative and technical capabilities. These include staff and their skills and tools that can be used for mitigation planning and to implement specific mitigation actions. For smaller jurisdictions without local staff resources, if there are public resources at the next higher-level government that can provide technical assistance, indicate so in your comments.

| Administration                                                                       | Yes/ No                      | 1. Describe capability.<br>2. Is coordination effective?                          |
|--------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------|
| Planning Commission                                                                  | Yes <input type="checkbox"/> | OEM, yes                                                                          |
| Planning Committee                                                                   | Yes <input type="checkbox"/> | Hazard Mitigation Committee - Several entities, City, County, and Private Sectors |
| Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems) | Yes <input type="checkbox"/> | County level and assist New Waverly and Riverside                                 |
| Mutual aid agreement(s)                                                              | Yes <input type="checkbox"/> | Local and Regionally                                                              |

| Staff                    | Yes/ No<br>FT/ PT <sup>1</sup>                                                                                                | 1. Is staffing adequate to enforce regulations?<br>2. Is staff trained on hazards and mitigation?<br>3. Is coordination between agencies and staff effective? |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chief Building Official  | Yes <input type="radio"/> No <input checked="" type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> |                                                                                                                                                               |
| Civil Engineer           | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input type="radio"/> PT <input checked="" type="radio"/> | County, Contract, Riverside- Contract, New Waverly Contract                                                                                                   |
| Community Planner        | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input type="radio"/> PT <input checked="" type="radio"/> | OEM Planner                                                                                                                                                   |
| Emergency Management     | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | Yes                                                                                                                                                           |
| Floodplain Administrator | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | Planning and Development Department                                                                                                                           |
| GIS Coordinator          | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | Yes, Planning and Development Department                                                                                                                      |

<sup>1</sup> Full-time (FT) or part-time (PT) position

# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Staff                                                           | Yes/ No<br>FT/ PT <sup>1</sup>                                                                                                | 1. Is staffing adequate to enforce regulations?<br>2. Is staff trained on hazards and mitigation?<br>3. Is coordination between agencies and staff effective? |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grant Manager                                                   | Yes <input type="radio"/> No <input checked="" type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | N/A                                                                                                                                                           |
| Local Staff who can assess community's vulnerability to hazards | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | OEM                                                                                                                                                           |
| Other (if any)                                                  |                                                                                                                               |                                                                                                                                                               |

| Technical                                                                  | Yes/ No                              | 1. Describe capability.<br>2. Has capability been used to assess/mitigate risk in the past? |
|----------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------|
| Warning systems/services (Reverse 911, outdoor warning signals)            | Yes <input type="button" value="v"/> | Reverse 911, Code Red, Facebook                                                             |
| Hazard data and information                                                |                                      | Amanda looking up                                                                           |
| Grant writing                                                              | Yes <input type="button" value="v"/> | OEM, Yes                                                                                    |
| HAZUS Analysis                                                             | Yes <input type="button" value="v"/> | OEM, Yes H-GAC                                                                              |
| Other (if any)                                                             |                                      |                                                                                             |
| <b>How can these capabilities be expanded and improved to reduce risk?</b> |                                      |                                                                                             |
|                                                                            |                                      |                                                                                             |

<sup>1</sup> Full-time (FT) or part-time (PT) position

# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Financial Capability

Identify whether your jurisdiction has access to or is eligible to use the below funding resources for hazard mitigation.

| Financial                                                                      | Access/ Eligibility<br>(Yes/ No)     | 1. Has the funding resource been used in past and for what type of activities?<br>2. Could the resource be used to fund future mitigation actions? |
|--------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Authority to levy Taxes for specific purposes<br>(Such as mitigation projects) | Yes <input type="button" value="v"/> | Yes, Road and Bridge Operations -                                                                                                                  |
| Capital Improvement Plan/<br>1- & 5-Year plan                                  | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Capital improvements<br>project funding                                        | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Community Development<br>Block Grant                                           | Yes <input type="button" value="v"/> | Walker County SUD, Riverside SUD, Phelps SUD,                                                                                                      |
| Applied for grants in the past                                                 | Yes <input type="button" value="v"/> | Water improvements, Additional fire hydrants,Road Mitigation                                                                                       |
| Awarded a grant in the past                                                    | Yes <input type="button" value="v"/> | Diaster Recovery, TFS, LEPC-TECQ, TDEM, CDBG , FEMA                                                                                                |
| Gas/Electric Service Fees                                                      | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Stormwater Service Fees                                                        | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Water/Sewer Service Fees                                                       | Yes <input type="button" value="v"/> | New Waverly, Riverside                                                                                                                             |
| Development Impact Fees                                                        | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Impact fees for new<br>development                                             | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Incur debt through General<br>Obligation Revenue or<br>Special Tax Bonds       | Yes <input type="button" value="v"/> | Jail,                                                                                                                                              |
| Incur debt through private<br>activities                                       | No <input type="button" value="v"/>  |                                                                                                                                                    |
| Other federal funding<br>programs                                              | Yes <input type="button" value="v"/> | ARPA, FEMA, Federal Forest Service,                                                                                                                |
| State funding programs                                                         | Yes <input type="button" value="v"/> |                                                                                                                                                    |
| Other (if any)                                                                 |                                      |                                                                                                                                                    |
| <b>How can these capabilities be expanded and improved to reduce risk?</b>     |                                      |                                                                                                                                                    |
|                                                                                |                                      |                                                                                                                                                    |

# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Education and Outreach Capability

Identify education and outreach programs and methods already in place that could be used to implement mitigation activities and communicate hazard-related information.

| Education and Outreach                                                                                                                                                                      | Yes/ No                      | 1. Describe program/organization and how relates to<br>2. disaster resilience and mitigation.<br>3. Could the program/organization help implement future mitigation activities? |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access, and functional needs populations, etc.<br>(Ex. CERT Teams, Red Cross) | Yes <input type="checkbox"/> | CERT, Firewise, Ready Set Go, OEM,                                                                                                                                              |
| Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)                                                 | Yes <input type="checkbox"/> | Smoke Detectors- Get Alarmed Texas, Ready Set Go,                                                                                                                               |
| Natural Disaster or Safety related school programs                                                                                                                                          | Yes <input type="checkbox"/> | Student Tools for Emergency Planning (STEP), Fire Safety, Boy and Girl Scouts                                                                                                   |
| Storm Ready Certification                                                                                                                                                                   | Yes <input type="checkbox"/> | Sky Warn                                                                                                                                                                        |

# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Education and Outreach                                                     | Yes/ No                              | 1. Describe program/organization and how relates to<br>2. disaster resilience and mitigation.<br>3. Could the program/organization help implement future mitigation activities? |
|----------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Firewise Communities Certification                                         | Yes <input type="button" value="v"/> | Texas Grand Ranch and Sam Camp                                                                                                                                                  |
| Tree City USA                                                              | No <input type="button" value="v"/>  |                                                                                                                                                                                 |
| Public-private partnership initiatives addressing disaster-related issues  | Yes <input type="button" value="v"/> | Long Term Recovery Committee, Food Banks, Churches, Private entities                                                                                                            |
| Other (if any)                                                             |                                      |                                                                                                                                                                                 |
| <b>How can these capabilities be expanded and improved to reduce risk?</b> |                                      |                                                                                                                                                                                 |
|                                                                            |                                      |                                                                                                                                                                                 |

| Overall Capability                                                                       | Limited/Moderate/High |
|------------------------------------------------------------------------------------------|-----------------------|
| Does the community have the financial resources needed to implement mitigation projects? | limited               |
| Does the community have the staff/expertise to implement projects?                       | moderate              |
| Is there community support to implement projects?                                        | high                  |
| Does the community staff have time to devote to hazard mitigation?                       | moderate              |
| <b>How can these overall capabilities be expanded and improved to reduce risk?</b>       |                       |
|                                                                                          |                       |



# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Political Capability

The local political climate must be considered in designing mitigation strategies, as it could be the most difficult hurdle to overcome in accomplishing their adoption and implementation. Hazard mitigation may not be a local priority or may conflict with or be seen as an impediment to other goals of the community.

|                                                                                |                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Political Capability</b>                                                    | <b>1. List any examples of local political capability</b><br><b>(Guiding development away from hazard areas, restricting development within hazard areas, or enforcing development standards that go beyond minimum state or federal requirements (e.g., building codes, floodplain management))</b> |
| Floodplain management - Above the state requirement Base level Elevation 142ft |                                                                                                                                                                                                                                                                                                      |

### Capability Self-Assessment

Rate the following capability areas as “limited”, “moderate”, or “high” with what you perceive to be the jurisdiction’s ability in implementing hazard mitigation activities.

| Jurisdiction                                                                                      | Building Code, Permitting, and Inspections | Planning, Ordinances, & Regulatory Capability | Administrative & Technical Capability | Financial Capability | Education and Outreach Capability | Political Capability | Overall Capability |
|---------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------------|---------------------------------------|----------------------|-----------------------------------|----------------------|--------------------|
| Walker County                                                                                     | Moderate                                   | Moderate                                      | Moderate                              | Moderate             | Moderate                          | Moderate             | Moderate           |
| City of Huntsville                                                                                |                                            |                                               |                                       |                      |                                   |                      |                    |
| City of New Waverly                                                                               | Moderate                                   | Limited                                       | Limited                               | Limited              | Limited                           | Limited              | Limited            |
| City of Riverside                                                                                 | Limited                                    | Limited                                       | Limited                               | Limited              | Limited                           | Limited              | Limited            |
| <b>What are some barriers to implementing proposed mitigation strategies?</b>                     |                                            |                                               |                                       |                      |                                   |                      |                    |
|                                                                                                   |                                            |                                               |                                       |                      |                                   |                      |                    |
| <b>What mechanisms could enhance or further implementation of proposed mitigation strategies?</b> |                                            |                                               |                                       |                      |                                   |                      |                    |
| There are interlocal agreements with City of New Waverly and City of Riverside                    |                                            |                                               |                                       |                      |                                   |                      |                    |



## Hazard Mitigation Plan Worksheet Capability Assessment

Name: Adam Winningham

Title and Employer: EMC - City of Huntsville

Jurisdiction represented: City of Huntsville

Date: 4/24/23

Amount of time worked  
on this document: 30hrs (includes all City employees)

Please return your filled worksheet to [Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)

Does the plan document each jurisdiction's existing authorities, policies, programs and resources, and its ability to expand on and improve these existing policies and programs?

*(Requirement §201.6(c)(3))*

# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Building Code, Permitting, and Inspections           | Yes/ No | 1. Are codes adequately enforced?                                           |
|------------------------------------------------------|---------|-----------------------------------------------------------------------------|
| Building Code                                        | Yes     | Version/Year: International codes 2021                                      |
| Building Code Effectiveness Grading Schedule (BCEGS) | Yes     | Score: 4 for one- and two-family dwellings and 3 for all other construction |
| Fire department ISO rating                           | Yes     | Rating: 2                                                                   |
| Site plan review requirements                        | Yes     | Civil review and site improvements                                          |
| Other (if any)                                       |         |                                                                             |

| Planning, Ordinances, & Regulatory Capability                        | Yes/ No | 1. Is the plan/ordinance an effective measure for reducing hazard impacts?<br>2. Is the ordinance adequately administered and enforced? |
|----------------------------------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Capital Improvements Plan (Regulates infrastructure in hazard areas) |         | 1. Yes, the plan is an effective measure for reducing risk.<br>2. Yes, the ordinance is adequately administer and enforced.             |
| Comprehensive Plan                                                   | Yes     | Updated in 2021                                                                                                                         |
| Continuity of Operations Plan                                        |         | No, in process                                                                                                                          |
| Disaster Recovery Plan                                               | Yes     | Basic Plan, ESF & annexes                                                                                                               |
| Economic Development Plan                                            | Yes     | 1. Yes, the plan is an effective measure for reducing risk. 2. Yes, the ordinance is adequately administer and enforced.                |
| Emergency Operations Plan                                            | Yes     | TDEM Basic Plan, Numerous annexes and ESF                                                                                               |
| Floodplain Management Plan                                           | No      | Flood plan regulations in place, but no plan                                                                                            |
| Hazard Mitigation Plan                                               | Yes     | TDEM Annex P                                                                                                                            |
| Radiological Emergency Plan                                          | Yes     | TDEM Annex D                                                                                                                            |
| Regional Planning                                                    | Yes     | 1. Yes, the plan is an effective measure for reducing risk. 2. Yes, the ordinance is adequately administer and enforced.                |
| SARA Title III Emergency Response Plan                               | Yes     | TIER II, LEPC, Fire dept HazMat response plan                                                                                           |
| Stormwater Management Plan                                           | No      | Not required                                                                                                                            |
| Transportation Plan                                                  | Yes     | 2018 plan                                                                                                                               |
| Zoning Ordinance                                                     | Yes     | In process of updating                                                                                                                  |

# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Planning, Ordinances, & Regulatory Capability                       | Yes/ No | 1. Is the plan/ordinance an effective measure for reducing hazard impacts?<br>2. Is the ordinance adequately administered and enforced?                           |
|---------------------------------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subdivision Regulation/Ordinance                                    | Yes     | Part of development code<br>1. Yes, the plan is an effective measure for reducing hazard impacts.<br>2. Yes, the ordinance is adequately administer and enforced. |
| Flood Damage Prevention Ordinance                                   | Yes     | 1. Yes, the plan is an effective measure for reducing hazard impacts.<br>2. Yes, the ordinance is adequately administer and enforced.                             |
| Floodplain Ordinance                                                | Yes     | 1. Yes, the plan is an effective measure for reducing hazard impacts. 2. Yes, the ordinance is adequately administer and enforced.                                |
| Natural hazard specific ordinance (Stormwater, wildfire, etc.)      | No      |                                                                                                                                                                   |
| National Flood Insurance Program                                    | Yes     | 1. Yes, the plan is an effective measure for reducing hazard impacts.<br>2. Yes, the ordinance is adequately administer and enforced.                             |
| Flood insurance rate maps                                           | Yes     | 1. Yes, the plan is an effective measure for reducing hazard impacts. 2. Yes, the ordinance is adequately administer and enforced.                                |
| Community Rating System                                             | No      |                                                                                                                                                                   |
| Acquisition of land for open space and public recreation uses       | No      | The Ordinance we have are Rule and Regulation for any land/development, no matter it is by the developer or by the city, we all follow the same Rules.            |
| Other (if any)                                                      |         |                                                                                                                                                                   |
| How can these capabilities be expanded and improved to reduce risk? |         |                                                                                                                                                                   |



# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Administrative & Technical Capability

Identify whether your community has the following administrative and technical capabilities. These include staff and their skills and tools that can be used for mitigation planning and to implement specific mitigation actions. For smaller jurisdictions without local staff resources, if there are public resources at the next higher-level government that can provide technical assistance, indicate so in your comments.

| Administration                                                                       | Yes/ No | 1. Describe capability.<br>2. Is coordination effective?                                                                                                          |
|--------------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Planning Commission                                                                  | Yes     | The planning commission manages the incoming growth through zoning and other measures.                                                                            |
| Planning Committee                                                                   | Yes     |                                                                                                                                                                   |
| Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems) | Yes     | Yes, the city streets and park departments manages vegetation and debris around the City.                                                                         |
| Mutual aid agreement(s)                                                              | Yes     | Numerous mutual aid agreements exists, between the surround volunteer fire departments, the school district, TDCJ and umbrella of the state mutual aid agreement. |

| Staff                    | Yes/ No<br>FT/ PT <sup>1</sup>                                                                                                | 1. Is staffing adequate to enforce regulations?<br>2. Is staff trained on hazards and mitigation?<br>3. Is coordination between agencies and staff effective? |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chief Building Official  | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| Civil Engineer           | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| Community Planner        | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| Emergency Management     | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| Floodplain Administrator | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| GIS Coordinator          | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |

<sup>1</sup> Full-time (FT) or part-time (PT) position



# Hazard Mitigation Plan Worksheet

## Capability Assessment

| Staff                                                           | Yes/ No<br>FT/ PT <sup>1</sup>                                                                                                | 1. Is staffing adequate to enforce regulations?<br>2. Is staff trained on hazards and mitigation?<br>3. Is coordination between agencies and staff effective? |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grant Manager                                                   | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| Local Staff who can assess community's vulnerability to hazards | Yes <input checked="" type="radio"/> No <input type="radio"/><br>FT <input checked="" type="radio"/> PT <input type="radio"/> | 1. Yes<br>2. Yes<br>3. Yes                                                                                                                                    |
| Other (if any)                                                  |                                                                                                                               |                                                                                                                                                               |

| Technical                                                           | Yes/ No | 1. Describe capability.<br>2. Has capability been used to assess/mitigate risk in the past?                                  |
|---------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------|
| Warning systems/services (Reverse 911, outdoor warning signals)     | Yes     | 1. Code Red System<br>2. The code red system has been used in numerous emergency to broadcast information and notifications. |
| Hazard data and information                                         | Yes     |                                                                                                                              |
| Grant writing                                                       | Yes     | The City of Huntsville has a grant writing position, which specializes in locating and apply for grants.                     |
| HAZUS Analysis                                                      | Yes     | Provided by H-GAC                                                                                                            |
| Other (if any)                                                      |         |                                                                                                                              |
| How can these capabilities be expanded and improved to reduce risk? |         |                                                                                                                              |
| Add outdoor notifications systems and lightening detection system.  |         |                                                                                                                              |

<sup>1</sup> Full-time (FT) or part-time (PT) position.

# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Financial Capability

Identify whether your jurisdiction has access to or is eligible to use the below funding resources for hazard mitigation.

| Financial                                                                      | Access/ Eligibility<br>(Yes/ No) | 1. Has the funding resource been used in past and for what type of activities?<br>2. Could the resource be used to fund future mitigation actions? |
|--------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Authority to levy Taxes for specific purposes<br>(Such as mitigation projects) | Yes                              | 1. Yes<br>2. Yes                                                                                                                                   |
| Capital Improvement Plan/<br>1- & 5-Year plan                                  | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Capital improvements<br>project funding                                        | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Community Development<br>Block Grant                                           | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Applied for grants in the past                                                 | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Awarded a grant in the past                                                    | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Gas/Electric Service Fees                                                      | No                               |                                                                                                                                                    |
| Stormwater Service Fees                                                        | No                               | Study in process by outside firm                                                                                                                   |
| Water/Sewer Service Fees                                                       | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Development Impact Fees                                                        | No                               |                                                                                                                                                    |
| Impact fees for new<br>development                                             | No                               |                                                                                                                                                    |
| Incur debt through General<br>Obligation Revenue or<br>Special Tax Bonds       | Yes                              |                                                                                                                                                    |
| Incur debt through private<br>activities                                       | No                               |                                                                                                                                                    |
| Other federal funding<br>programs                                              | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| State funding programs                                                         | Yes                              | 1. Yes 2. Yes                                                                                                                                      |
| Other (if any)                                                                 |                                  |                                                                                                                                                    |
| How can these capabilities be expanded and improved to reduce risk?            |                                  |                                                                                                                                                    |
|                                                                                |                                  |                                                                                                                                                    |

# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Education and Outreach Capability

Identify education and outreach programs and methods already in place that could be used to implement mitigation activities and communicate hazard-related information.

| Education and Outreach                                                                                                                                                                      | Yes/ No | 1. Describe program/organization and how relates to<br>2. disaster resilience and mitigation.<br>3. Could the program/organization help implement future mitigation activities? |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access, and functional needs populations, etc.<br>(Ex. CERT Teams, Red Cross) | Yes     | The police dept supports community watch programs. The fire department has volunteer firefighter program. The City / county has an active LEPC.                                 |
| Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)                                                 | Yes     | The fire department has joined forces with the Texas A&M Forest Service to create a firewise program.                                                                           |
| Natural Disaster or Safety related school programs                                                                                                                                          | Yes     | The local schools participate in serve weather drills                                                                                                                           |
| Storm Ready Certification                                                                                                                                                                   | No      |                                                                                                                                                                                 |

# Hazard Mitigation Plan Worksheet Capability Assessment

| Education and Outreach                                                    | Yes/ No | 1. Describe program/organization and how relates to<br>2. disaster resilience and mitigation.<br>3. Could the program/organization help implement future mitigation activities? |
|---------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Firewise Communities Certification                                        | Yes     | Elkins Lake subdivision                                                                                                                                                         |
| Tree City USA                                                             | No      |                                                                                                                                                                                 |
| Public-private partnership initiatives addressing disaster-related issues | Yes     | Participate in the TXWARN program                                                                                                                                               |
| Other (if any)                                                            |         |                                                                                                                                                                                 |
| How can these capabilities be expanded and improved to reduce risk?       |         |                                                                                                                                                                                 |
|                                                                           |         |                                                                                                                                                                                 |

| Overall Capability                                                                       | Limited/Moderate/High |
|------------------------------------------------------------------------------------------|-----------------------|
| Does the community have the financial resources needed to implement mitigation projects? | Moderate              |
| Does the community have the staff/expertise to implement projects?                       | High                  |
| Is there community support to implement projects?                                        | Moderate              |
| Does the community staff have time to devote to hazard mitigation?                       | Moderate              |
| How can these overall capabilities be expanded and improved to reduce risk?              |                       |
|                                                                                          |                       |



# Hazard Mitigation Plan Worksheet

## Capability Assessment

### Political Capability

The local political climate must be considered in designing mitigation strategies, as it could be the most difficult hurdle to overcome in accomplishing their adoption and implementation. Hazard mitigation may not be a local priority or may conflict with or be seen as an impediment to other goals of the community.

|                                           |                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Political Capability                      | <b>1. List any examples of local political capability</b><br>(Guiding development away from hazard areas, restricting development within hazard areas, or enforcing development standards that go beyond minimum state or federal requirements (e.g., building codes, floodplain management)) |
| Adapted codes are a over state standards. |                                                                                                                                                                                                                                                                                               |

### Capability Self-Assessment

Rate the following capability areas as "limited", "moderate", or "high" with what you perceive to be the jurisdiction's ability in implementing hazard mitigation activities.

| Jurisdiction                                                                               | Building Code, Permitting, and Inspections | Planning, Ordinances, & Regulatory Capability | Administrative & Technical Capability | Financial Capability | Education and Outreach Capability | Political Capability | Overall Capability |
|--------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------------|---------------------------------------|----------------------|-----------------------------------|----------------------|--------------------|
| Walker County                                                                              |                                            |                                               |                                       |                      |                                   |                      |                    |
| City of Huntsville                                                                         | High                                       | High                                          | High                                  | High                 | High                              | High                 | High               |
| City of New Waverly                                                                        |                                            |                                               |                                       |                      |                                   |                      |                    |
| City of Riverside                                                                          |                                            |                                               |                                       |                      |                                   |                      |                    |
| What are some barriers to implementing proposed mitigation strategies?                     |                                            |                                               |                                       |                      |                                   |                      |                    |
| Funding and buy-in                                                                         |                                            |                                               |                                       |                      |                                   |                      |                    |
| What mechanisms could enhance or further implementation of proposed mitigation strategies? |                                            |                                               |                                       |                      |                                   |                      |                    |
| Funding and buy-in                                                                         |                                            |                                               |                                       |                      |                                   |                      |                    |





# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

April 17, 2023

## A G E N D A

9:30 AM

Sign-in

10:00 AM

Welcome

10:05 AM

**March Meeting Recap**

H-GAC staff will provide an overview of meeting notes and hazards ranked by risk, as determined by the committee at the previous meeting.

**Risk Categories**

H-GAC staff and attendees will be given a brief overview of risk categories for 2023 compared to those from the 2018 plan.

**Questions from last meeting**

**Where are we now?**

H-GAC staff will discuss project timeline and next steps

10:20 AM

**Capability Assessment**

10:45 AM

**Capability Assessment Exercise**

12:00 PM

**Adjourn**



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

April 17, 2023

## ATTENDANCE

| Name                  | Title                             | Organization                         |
|-----------------------|-----------------------------------|--------------------------------------|
| Ashcroft, Amanda      | H-GAC                             | Planner, Community & Environmental   |
| Booker, Lonnie        | Sam Houston State University      | Associate Director of Emergency Mgmt |
| Bumpus, Dione         | Walker County EMS                 | Administrative Assistant             |
| Byal, Kevin           | Huntsville Building Official      | Building Official                    |
| Christian, Colt       | Walker County Judge               | County Judge                         |
| Connell, Joe          | Walker County OEM                 | CERT Coordinator                     |
| Daniel, Dena          | Huntsville Memorial Hospital      | Emergency Management Coordinator     |
| Daugette, Bill        | Walker County Commissioner Pct. 3 | Commissioner                         |
| Davis, Butch          | Walker County OEM                 | Emergency Management Coordinator     |
| Decker, Brandon       | Walker County Commissioner Pct. 4 | Commissioner                         |
| Fannin, Viviana       | Chief Deputy                      | Tax Assessor/Collector Office        |
| Hollingsworth, Lorne  | Walker County SUD                 | Outside Operations                   |
| Humphrey, William     | Walker County OEM                 | Planner                              |
| Jeng-Bulloch, Kathlie | Huntsville Engineer               | City Engineer                        |
| Kembro, Kim           | Huntsville Public Works           | Public Works Assistant Director      |
| Masiel, Sam           | City of Huntsville                | Deputy City Manager                  |
| Mathis, Greg          | Huntsville Fire Dept              | Fire Chief                           |
| McRae, Diana          | Walker County Tax Assessor        | Tax Assessor                         |
| Morrison, James       | Walker County SUD                 | General Manager                      |
| Pegoda, Sherri        | Walker County OEM                 | Deputy EMC                           |
| Plummer, Virginia     | City of Riverside                 | Council Member                       |
| Roberts, Wade         | City of Huntsville PD             | Lieutenant Police Dept.              |
| Sanders, Jason        | Huntsville Risk Manager           | Risk Manager                         |
| Slott, Joshua         | New Waverly Fire Department       | District Chief                       |
| Wilkinson, Deborah    | Walker County Public Safety Comms | Director                             |
| Winningham, Adam      | Huntsville OEM                    | Emergency Management Coordinator     |
| Woolley, Leslie       | Walker County District Clerk      | District Clerk                       |



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

April 17, 2023

## MEETING NOTES

### Welcome and Introductions

Butch Davis welcomed participants and thanked them for attending this second meeting of the Hazard Mitigation Committee for the Walker County Hazard Mitigation Plan Update. Amanda Ashcroft reviewed the meeting agenda

### March Meeting Recap

Amanda went over meeting topics and discussion items from the kickoff and risk identification/assessment meeting held in March. She reviewed results from the risk identification exercise and showed changes from the 2018 Walker County Hazard Mitigation Plan to how hazards were ranked for 2023. Overall, there were not many drastic changes. The Hazard Mitigation Committee identified 18 hazards of concern for the County. Amanda reviewed questions from last meeting and provided some clarity regarding including cyber security projects into the Hazard Mitigation Plan. Amanda presented a new project timeline. Since the risk assessment was completed at the kickoff meeting, and the capability assessment is being conducted today, we are ahead of schedule and the Hazard Mitigation Committee will not meet in May. This will allow for H-GAC staff to draft pieces of the plan and prepare materials for public outreach events occurring in June.

### Capability Assessment

Amanda reviewed what a capability assessment is in relation to hazard mitigation planning, the categories of capabilities that fall within the capability assessment, and why this process is important to hazard mitigation planning. Categories discussed were:

1. Prevention- Administrative or regulatory actions that influence the way land is developed and buildings are built. Examples include planning & zoning, building codes, open space preservation, and floodplain regulations.
2. Property Protection- Modification or removal of existing buildings to protect them from a hazard. Examples include purchase, relocation, raised elevation, and structural retrofits.
3. Natural Resource Protection- Preservation or restoration of the functions of natural systems while minimizing hazard losses. Examples include floodplain protection, forest management, and slope stabilization.
4. Structural Projects- Modification of the natural conditions for or progression of a hazard. Examples include dams, levees, seawalls, detention/retention basins, channel modification, retaining walls, and storm sewers.
5. Emergency Services- Protection of people and property during and immediately after a hazard event. Examples include warning systems, evacuation planning, emergency response training, and protection of emergency facilities.
6. Public Education and Awareness- Informing of citizens about hazards and the techniques they can use to protect themselves and their property. Examples include outreach, school education, library materials, and demonstration events.

### Public & Stakeholder Online Survey

Amanda discussed the development of an online survey component for the plan update. H-GAC staff are working on building and making the survey live for public input soon. When the survey is live a link will be sent out to the Hazard Mitigation Committee to share.



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Kickoff Meeting NOTES

April 17, 2023

## Next Steps

Amanda outlined next steps for the local planning team and members of the hazard mitigation planning committee. Committee members should provide their completed capability assessment forms to the local planning team- Walker County OEM Butch Davis, Sherri Pegoda, and H-GAC staff.

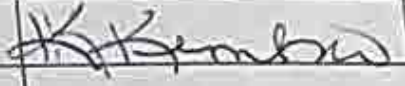
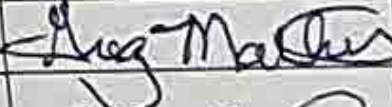
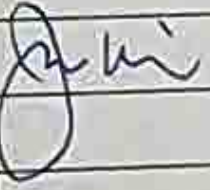
There will be no meeting in May 2023. There will be a public outreach event in June to garner public input on the plan and its components.

After the presentation, the Hazard Mitigation Planning Committee formed breakout groups for completing the Capability Assessment.

**Meeting adjourned at 11:42 AM.**

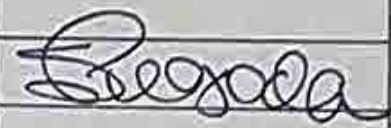


**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023  
Monday, April 17, 2023**

| NAME              | AGENCY                             | TITLE                                              | EMAIL ADDRESS               | CELL #       | WORK #       | County or City Appointed | SIGNATURE                                                                             |
|-------------------|------------------------------------|----------------------------------------------------|-----------------------------|--------------|--------------|--------------------------|---------------------------------------------------------------------------------------|
| Joiner, Penny     | Huntsville Parks Dept              | Parks Director                                     | pjoiner@huntsvilletx.gov    |              | 936.291.5708 | City                     |                                                                                       |
| Kembro, Kim       | Huntsville Public Works            | Public Works Assistant Director                    | kkembro@huntsvilletx.gov    |              | 936.291.5735 | City                     |    |
| Klawinsky, Amy    | Walker County Treasurer            | Treasurer                                          | aklawinsky@co.walker.tx.us  | 936.662.7868 |              | County                   |                                                                                       |
| Kulhavy, Aron     | Huntsville Administration          | City Manager                                       | akulhavy@huntsvilletx.gov   |              | 936.291.5401 | City                     |                                                                                       |
| Kuykendall, Danny | Walker County Commissioner Pct. 1  | Commissioner                                       | dkuykendall@co.walker.tx.us | 936.438.9097 |              | County                   |                                                                                       |
| Lamb, Trey        | Huntsville Fire Dept               | Assistant Fire Chief                               | wlamb@huntsvilletx.gov      |              | 936.291.5943 | City                     |                                                                                       |
| Landrum, Curt     | Huntsville Police Dept             | Lieutenant Police Dept.                            | clandrum@huntsvilletx.gov   |              | 936.291.5466 | City                     |                                                                                       |
| LeMaire, John     | City of Riverside                  | Mayor                                              | riversidetx@windstream.net  | 936.443.6035 | 936.594.2520 | County                   |                                                                                       |
| Loosier, Shane    | Walker County Constable Pct. 2     | Constable                                          | sloosier@co.walker.tx.us    | 936.438.0516 |              | County                   |                                                                                       |
| Masiel, Sam       | City of Huntsville                 | Deputy City Manager                                | smasiel@huntsvilletx.gov    |              | 936-291-5429 | City                     |   |
| Mathis, Greg      | Huntsville Fire Dept               | Fire Chief                                         | gmathis@huntsvilletx.gov    |              | 936.291.5944 | City                     |  |
| McRae, Clint      | Walker County Sheriff              | Sheriff                                            | cmcrae@co.walker.tx.us      | 936.435.2400 | 936.577.2845 | County                   |  |
| McRae, Diana      | Walker County Tax Assessor         | Tax Assessor                                       | dianamcrae@co.walker.tx.us  | 936.661.1785 |              | County                   |                                                                                       |
| Mergo, Cheryl     | Houston-Galveston Area Council     | Senior Manager, Community & Environmental Planning | cheryl.mergo@h-gac.com      | 713.993.4520 |              | County                   |  |
| Morrison, James   | WalkerCounty SUD                   | General Manager                                    | james@walkersud.com         | 936.295.4452 | 936.581.2180 | County                   |                                                                                       |
| Murra, Sam        | TDCJ                               | EM Project Supervisor                              | smurra@tdcj.texas.gov       |              |              | County                   |                                                                                       |
| Nettles, Robert   | Riverside SUD                      | General Manager                                    | rnettles@riversidesud.com   | 936.594.5793 |              | County                   |                                                                                       |
| Osterman, Shane   | Walker County Sheriff's Department | Deputy                                             | sosterman@co.walker.tx.us   | 254.495.2202 |              | County                   |                                                                                       |
| Parker, Rachel    | Walker County EMS                  | Director                                           | rparker@co.walker.tx.us     | 832.921.7836 | 832.971.7836 | County                   |                                                                                       |

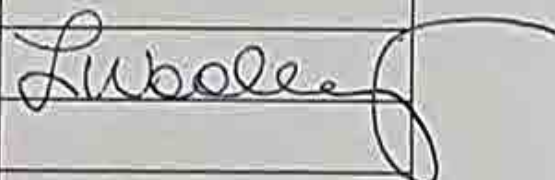


**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023  
Monday, April 17, 2023**

| NAME              | AGENCY                            | TITLE                    | EMAIL ADDRESS                                                                        | CELL #       | WORK #       | County or City<br>Appointed | SIGNATURE                                                                             |
|-------------------|-----------------------------------|--------------------------|--------------------------------------------------------------------------------------|--------------|--------------|-----------------------------|---------------------------------------------------------------------------------------|
| Payne, Marcus     | Walker County JP2                 | Justice of the Peace     | <a href="mailto:mpayne@co.walker.tx.us">mpayne@co.walker.tx.us</a>                   | 936.355.8782 |              | County                      |                                                                                       |
| Pegoda, Sherri    | Walker County OEM                 | Deputy EMC               | <a href="mailto:walkercountyoem@co.walker.tx.us">walkercountyoem@co.walker.tx.us</a> | 936.662.6109 | 936.435.8035 | County                      |    |
| Perez, Stormy     | City of Riverside                 | City Secretary           | <a href="mailto:riversidetx@windstream.net">riversidetx@windstream.net</a>           |              | 936.594.2520 | County                      |                                                                                       |
| Plummer, Virginia | City of Riverside                 | Council Member           | <a href="mailto:gplummer43@yahoo.com">gplummer43@yahoo.com</a>                       | 936.581.0829 |              | City<br>County              |    |
| Ritter, Steve     | Huntsville Finance                | Finance Director         | <a href="mailto:sritter@huntsvilletx.gov">sritter@huntsvilletx.gov</a>               |              | 936.291.5486 | City                        |                                                                                       |
| Roberts, Bill     | Huntsville ISD                    | Assistant Superintendant | <a href="mailto:wcroberts@huntsville-isd.org">wcroberts@huntsville-isd.org</a>       | 936.435.6300 | 281.684.8584 | County                      |                                                                                       |
| Roberts, Wade     | City of Huntsville PD             | Lieutenant Police Dept.  | <a href="mailto:wroberts@huntsvilletx.gov">wroberts@huntsvilletx.gov</a>             | 936.577.2518 |              | City                        |    |
| Rohe, Scott       | Phelps SUD                        | General Manager          | <a href="mailto:phelpswater@hotmail.com">phelpswater@hotmail.com</a>                 | 936.295.4051 | 936.661.2210 | County                      |                                                                                       |
| Sanders, Jason    | Huntsville Risk Manager           | Risk Manager             | <a href="mailto:jsanders@huntsvilletx.gov">jsanders@huntsvilletx.gov</a>             | 936.581.0841 | 936.291.5425 | City                        |  |
| Sherrod, Brent    | Huntsville Public Works           | Public Works Director    | <a href="mailto:bsherrod@huntsvilletx.gov">bsherrod@huntsvilletx.gov</a>             |              | 936.291.5786 | City                        |                                                                                       |
| Slaven, Darryle   | Huntsville Police Dept            | Police Chief             | <a href="mailto:dslaven@huntsvilletx.gov">dslaven@huntsvilletx.gov</a>               |              | 936.291.5475 | City                        |                                                                                       |
| Slott, Brent      | City of Huntsville                |                          | <a href="mailto:bslott@huntsvilletx.gov">bslott@huntsvilletx.gov</a>                 | 936.577.5643 |              | City                        |                                                                                       |
| Slott, Jacob      | New Waverly Fire Department       | Chief                    | <a href="mailto:slottconstruction@yahoo.com">slottconstruction@yahoo.com</a>         | 936.661.5964 |              | County                      |                                                                                       |
| Smith, Dave       | Good Shepherd Mission             | Reverend                 | <a href="mailto:thegsmhtx@gmail.com">thegsmhtx@gmail.com</a>                         | 936.661.5076 |              | County                      |                                                                                       |
| Sorensen, Tracy   | Walker County Court at Law        | Judge                    | <a href="mailto:tsorensen@co.walker.tx.us">tsorensen@co.walker.tx.us</a>             | 936.661.1628 |              | County                      |                                                                                       |
| Sugg, Jamie       | AgriLife Extension                | County Extension Agent   | <a href="mailto:jamie.sugg@ag.tamu.edu">jamie.sugg@ag.tamu.edu</a>                   |              | 936.435.2426 | County                      |                                                                                       |
| Tennant, Sonja    | Walker County OEM                 | EM Specialist            | <a href="mailto:stennant@co.walker.tx.us">stennant@co.walker.tx.us</a>               | 936.662.4234 | 936.435.8035 | County                      |                                                                                       |
| Traylor, Kevin    | Walker County ESD 2               |                          | <a href="mailto:kevin.traylor@wcesd2.com">kevin.traylor@wcesd2.com</a>               | 936.581.2022 | 936.581.2022 | County                      |                                                                                       |
| Tryon, Anthony    | Walker County Public Safety Comms | Assistant Director       | <a href="mailto:atryon@co.walker.tx.us">atryon@co.walker.tx.us</a>                   | 936.391.7057 |              | County                      |                                                                                       |



**HAZARD MITIGATION PLAN  
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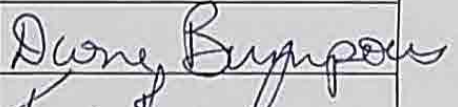
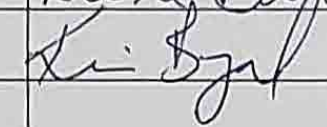
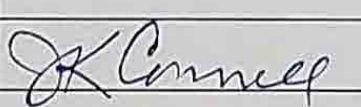
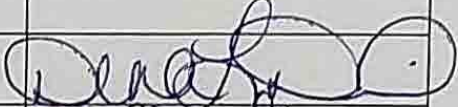
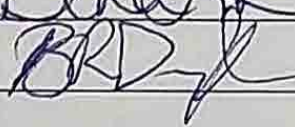
| NAME               | AGENCY                                 | TITLE                    | EMAIL ADDRESS                                                                  | CELL #       | WORK #       | County or City<br>Appointed | SIGNATURE                                                                             |
|--------------------|----------------------------------------|--------------------------|--------------------------------------------------------------------------------|--------------|--------------|-----------------------------|---------------------------------------------------------------------------------------|
| Wagner, Michael    | City of Huntsville                     |                          | <a href="mailto:mwagner@huntsvilletx.gov">mwagner@huntsvilletx.gov</a>         | 936.714.6013 | 936.291.5991 | City                        |                                                                                       |
| Waldo, John        | Texas Division of Emergency Management | County Liaison Officer   | <a href="mailto:john.waldo@tdem.texas.gov">john.waldo@tdem.texas.gov</a>       | 346.244.3152 |              | County                      |                                                                                       |
| Walker, Ron        | Texas Division of Emergency Management | District Coordinator     | <a href="mailto:ronald.walker@tdem.texas.gov">ronald.walker@tdem.texas.gov</a> | 936.662.3827 |              | County                      |                                                                                       |
| Wavra, Bill        | Huntsville IT Dept                     | IT Director              | <a href="mailto:bwavra@huntsvilletx.gov">bwavra@huntsvilletx.gov</a>           |              | 936.291.5454 | City                        |                                                                                       |
| Weekley, Clint     | Department of Public Safety            | Sergeant                 | <a href="mailto:clint.weekley@dps.texas.gov">clint.weekley@dps.texas.gov</a>   | 361.693.7099 |              | County                      |                                                                                       |
| White, Ronnie      | Walker County Commissioner Pct. 2      | Commissioner             | <a href="mailto:rwhite@co.walker.tx.us">rwhite@co.walker.tx.us</a>             | 936.438.7852 |              | County                      |                                                                                       |
| Whitecotton, Tim   | Walker County Sheriff                  | Chief                    | <a href="mailto:twhitecotton@co.walker.tx.us">twhitecotton@co.walker.tx.us</a> | 936.438.6580 | 936.435.2400 | County                      |                                                                                       |
| Widner, Steve      | City of New Waverly                    | Director of Public Works | <a href="mailto:cityofnewwaverly@yahoo.com">cityofnewwaverly@yahoo.com</a>     | 936.577.2347 | 936.344.6621 | County                      |                                                                                       |
| Wilkinson, Deborah | Walker County Public Safety Comms      | Director                 | <a href="mailto:dsgilbert@co.walker.tx.us">dsgilbert@co.walker.tx.us</a>       | 936.714.6698 | 936.435.8014 | County                      |  |
| Winningham, Adam   | Huntsville OEM                         | EMC                      | <a href="mailto:awinningham@huntsvilletx.gov">awinningham@huntsvilletx.gov</a> | 936.662.0564 | 936.291.5945 | City                        |                                                                                       |
| Withers, Amanda    | SHSU                                   | Vice President           | <a href="mailto:withers@shsu.edu">withers@shsu.edu</a>                         | 936.661.8604 |              | County                      |                                                                                       |
| Woolley, Leslie    | Walker County District Clerk           | District Clerk           | <a href="mailto:lwoolley@co.walker.tx.us">lwoolley@co.walker.tx.us</a>         | 936 661-4420 | 936 436 4972 | County                      |  |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |
|                    |                                        |                          |                                                                                |              |              |                             |                                                                                       |

HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023  
Monday, April 17, 2023

[illegible]



**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023  
Monday, April 17, 2023**

| NAME             | AGENCY                               | TITLE                                                  | EMAIL ADDRESS                                                                      | CELL #       | WORK #                          | County or City Appointed | SIGNATURE                                                                             |
|------------------|--------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------|--------------|---------------------------------|--------------------------|---------------------------------------------------------------------------------------|
| Ashcroft, Amanda | Houston-Galveston Area Council       | Planner, Community & Environmental Planning            | <a href="mailto:amanda.ashcroft@h-gac.com">amanda.ashcroft@h-gac.com</a>           | 713.993.4545 |                                 | County                   |    |
| Barnes, Jim      | Huntsville Police Dept               | Assistant Police Chief                                 | <a href="mailto:jbarnes@huntsvilletx.gov">jbarnes@huntsvilletx.gov</a>             |              | 936.291.5496                    | City                     |                                                                                       |
| Barrett, Matt    | San Jacinto River Authority          |                                                        | <a href="mailto:mbarrett@sjra.net">mbarrett@sjra.net</a>                           |              |                                 | County                   |                                                                                       |
| Bartee, Gene     | Walker County Constable Pct. 4       | Constable                                              | <a href="mailto:gbartee@co.walker.tx.us">gbartee@co.walker.tx.us</a>               | 936.718.2755 |                                 | County                   |                                                                                       |
| Booker, Lonnie   | Sam Houston State University         | Associate Director of Emergency Management             | <a href="mailto:ljb048@shsu.edu">ljb048@shsu.edu</a>                               | 936.294.2474 | 904 250 4075 ext 36<br>294 2474 | County                   |    |
| Brown, Larry     | Huntsville ISD                       |                                                        | <a href="mailto:lbrown@huntsville-isd.org">lbrown@huntsville-isd.org</a>           | 936.661.7199 |                                 | County                   |                                                                                       |
| Bumpous, Dione   | Walker County EMS                    | Administrative Assistant                               | <a href="mailto:dtraylor@co.walker.tx.us">dtraylor@co.walker.tx.us</a>             | 936.581.3489 |                                 | County                   |    |
| Byal, Kevin      | City of Huntsville                   | Building Official                                      | <a href="mailto:kbyal@huntsvilletx.gov">kbyal@huntsvilletx.gov</a>                 |              | 936.291.5772                    | City                     |   |
| Carper, Jennifer | Texas Department of Criminal Justice | Director of Emergency management                       | <a href="mailto:jennifer.carper@tdcj.texas.gov">jennifer.carper@tdcj.texas.gov</a> | 936.437.6038 | 936.730.5269                    | County                   |                                                                                       |
| Christian, Colt  | Walker County Judge                  | County Judge                                           | <a href="mailto:cchristian@co.walker.tx.us">cchristian@co.walker.tx.us</a>         | 936.355.0987 | 936.436.4910                    | County                   |  |
| Cole, Stephen    | Walker County JP4                    | Justice of the Peace                                   | <a href="mailto:scole@co.walker.tx.us">scole@co.walker.tx.us</a>                   | 936.577.2107 |                                 | County                   |                                                                                       |
| Connell, Joe     | Walker County OEM                    | CERT Coordinator                                       | <a href="mailto:jconnell@co.walker.tx.us">jconnell@co.walker.tx.us</a>             | 936.581.5565 | 936.435.8035                    | County                   |  |
| Crocker, Ben     | Riverside Volunteer Fire Department  | Chief                                                  | <a href="mailto:bencrocker@riversidevfd.com">bencrocker@riversidevfd.com</a>       | 936.581.2452 |                                 | County                   |                                                                                       |
| Daniel, Dena     | Huntsville Memorial Hospital         | Executive Assistant / Emergency Management Coordinator | <a href="mailto:dena.daniel@hnh.cc">dena.daniel@hnh.cc</a>                         | 832.427.9416 | 936.291.4512                    | County                   |  |
| Daugette, Bill   | Walker County Commissioner Pct. 3    | Commissioner                                           | <a href="mailto:bdaugette@co.walker.tx.us">bdaugette@co.walker.tx.us</a>           | 936.661.5176 |                                 | County                   |  |
| Davila, John     | Walker County Sheriff                | Lt.                                                    | <a href="mailto:jdavila@co.walker.tx.us">jdavila@co.walker.tx.us</a>               | 936.661.9322 | 936.435.2400                    | County                   |                                                                                       |
| Davis, Butch     | Walker County OEM                    | EMC                                                    | <a href="mailto:walkercountyem@co.walker.tx.us">walkercountyem@co.walker.tx.us</a> | 936.577.2846 | 936.435.8035                    | County                   |  |
| Decker, Brandon  | Walker County Commissioner Pct. 4    | Commissioner                                           | <a href="mailto:bdecker@co.walker.tx.us">bdecker@co.walker.tx.us</a>               | 936.788.4805 |                                 | County                   |  |
| Doll, Kristy     | Huntsville Administration            | City Secretary                                         | <a href="mailto:kdoll@huntsvilletx.gov">kdoll@huntsvilletx.gov</a>                 |              | 936.291.5413                    | City                     |                                                                                       |



**HAZARD MITIGATION PLAN  
PLANNING COMMITTEE 2023  
Monday, April 17, 2023**

| NAME                  | AGENCY                               | TITLE                         | EMAIL ADDRESS                 | CELL #       | WORK #       | County or City Appointed | SIGNATURE |
|-----------------------|--------------------------------------|-------------------------------|-------------------------------|--------------|--------------|--------------------------|-----------|
| Drane, Kris           | New Waverly ISD                      |                               | kdrane@new-waverly.k12.tx.us  | 936.662.1785 |              | County                   |           |
| Durham, Will          | Walker County District Attorney      | District Attorney             | wdurham@co.walker.tx.us       | 936.436.4602 |              | County                   |           |
| Ferguson, James       | Huntsville Public Works - Water      | Water Department              | jferguson@huntsvilletx.gov    |              | 936.291.5762 | City                     |           |
| Fisher, Steve         | Walker County JP1                    | Justice of the Peace          | sfisher@co.walker.tx.us       | 936.661.8070 |              | County                   |           |
| French, Kari          | Walker County Clerk                  | County Clerk                  | kfrench@co.walker.tx.us       | 936.577.2320 |              | County                   |           |
| Gallagher, Briana     | San Jacinto River Authority          | Project Manager               | bgallagher@sira.net           |              |              | County                   |           |
| Gann, Tammy           | Huntsville Economic Development      | Economic Development Director | tgann@huntsvilletx.gov        |              | 936.291.5793 | City                     |           |
| Hail, Darol           | New Waverly ISD                      | Superintendent                | dhail@new-waverly.k12.tx.us   | 936.661.5260 |              | County                   |           |
| Herford, John         | Huntsville Public Works - Streets    | Streets Department            | jherford@huntsvilletx.gov     |              | 936.291.5722 | City                     |           |
| Hill, Steve           | Walker County Constable Pct. 3       | Constable                     | shill@co.walker.tx.us         | 936.661.9256 |              | County                   |           |
| Hollingsworth, Lorne  | Walker County SUD                    | Outside Operations            | lorne@walkersud.com           | 936.581.2182 |              | County                   |           |
| Holton, Chad          | Trinity River Authority              |                               | holtonc@trinityra.org         | 936.661.0673 |              | County                   |           |
| Hooks, Ashlyn         | Walker County Road & Bridge Pct. 2   | Admin. Assist.                | ahooks@co.walker.tx.us        |              |              | County                   |           |
| Hooks, John           | Walker County Constable Pct. 1       | Constable                     | jhooks@co.walker.tx.us        | 936.661.2259 |              | County                   |           |
| Humphrey, William     | Walker County OEM                    | Planner                       | wlhumphrey@co.walker.tx.us    | 936.438.7644 | 936.435.8035 | County                   |           |
| Isbell, Andrew        | Walker County Planning & Development | Director                      | aisbell@co.walker.tx.us       | 936.994.4456 | 936.436.4704 | County                   |           |
| James, Nate           | City of New Waverly                  | Mayor                         | njames1179@icloud.com         | 936.203.2516 | 936.344.6621 | County                   |           |
| Jeffcoat, Randy       | Walker County JP3                    | Justice of the Peace          | rjeffcoat@co.walker.tx.us     |              |              | County                   |           |
| Jeng-Bulloch, Kathlie | Huntsville Engineer                  | City Engineer                 | kjengbulloch@huntsvilletx.gov |              | 936.291.5760 | City                     |           |



# 2023 Multijurisdictional Hazard Mitigation Plan Update

Meeting #2: Risk and Capability Assessments

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## Meeting Agenda

- Welcome
- Recap Online Survey Results

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## March Meeting Recap: 2018 Hazards Ranked by Risk

| Risk Rating | Ranking | Hazard Name                    |
|-------------|---------|--------------------------------|
| High        | 1       | Flooding                       |
|             | 2       | Hurricanes and Tropical Storms |
|             | 3       | Wildfire                       |
|             | 4       | Severe Thunderstorms           |
| Moderate    | 5       | Drought                        |
|             | 6       | Lightning                      |
|             | 7       | Excessive Heat                 |
|             | 8       | Hail                           |
| Low         | 9       | Winter Weather                 |
|             | 10      | Tornado                        |
|             | 11      | Dam and Levee Failure          |
|             | 12      | Expansive Soils                |

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## Risk Identification Categories

| Hazard                                     | Probability (P)<br>(1, 2, 3, 4) | Severity (S)<br>(1, 2, 4, 8) | Risk<br>(P x S) | Ranking |
|--------------------------------------------|---------------------------------|------------------------------|-----------------|---------|
| Floods                                     | 4                               | 4                            | 16              | 1       |
| Wildfires                                  | 4                               | 4                            | 16              | 1       |
| Lightning                                  | 4                               | 2                            | 8               | 3       |
| Hailstorms                                 | 3                               | 2                            | 6               | 4       |
| Tornadoes                                  | 2                               | 8                            | 16              | 1       |
| Severe Thunderstorms                       | 4                               | 2                            | 8               | 3       |
| Erosion                                    | 4                               | 2                            | 8               | 3       |
| Hurricanes & Tropical Storms & Depressions | 4                               | 4                            | 16              | 1       |
| Drought & Expansive Soils                  | 4                               | 4                            | 16              | 1       |
| Extreme Heat                               | 4                               | 4                            | 16              | 1       |
| Severe Winter Weather                      | 4                               | 4                            | 16              | 1       |
| Dam/Levee Failure                          | 2                               | 4                            | 8               | 3       |
| Emerging Infectious Diseases               | 3                               | 4                            | 12              | 2       |
| Windstorms                                 | 3                               | 4                            | 12              | 2       |
| Invasive Species                           | 2                               | 2                            | 4               | 4       |
| Water Quality and Quantity                 | 4                               | 2                            | 8               | 3       |
| Cyber Threats                              | 3                               | 4                            | 12              | 2       |
| Biological/Hazmat                          | 2                               | 4                            | 8               | 3       |

**Commented [AA1]:** The committee agree to add tropical depressions to this title

**Commented [AA2]:** Hazard mitigation committee agreed to combine these two hazards into one.

**Commented [AA3]:** Private dams and levees are rated poorly within Walker County

**Commented [AA4]:** New hazard. Title chosen in place of 'Pandemic'

**Commented [AA5]:** New hazard

**Commented [AA6]:** New hazard

**Commented [AA7]:** New hazard

**Commented [AA8]:** Amanda will look up man-made hazard inclusion benefits within the HMP.

**Commented [AA9]:** New hazard

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## 2023 Hazards Ranked by Risk

| Risk Rating | Ranking | Hazard Name                               |
|-------------|---------|-------------------------------------------|
| High        | 1       | Floods                                    |
|             | 2       | Hurricanes, Tropical Storms & Depressions |
|             | 3       | Wildfires                                 |
|             | 4       | Tornado                                   |
|             | 5       | Drought & Expansive Soils                 |
|             | 6       | Extreme Heat                              |
|             | 7       | Severe Winter Weather                     |
| Moderate    | 8       | Emerging Infectious Diseases              |
|             | 9       | Windstorms                                |
|             | 10      | Cyber Threats                             |
| Low         | 11      | Severe Thunderstorms                      |
|             | 12      | Lightning                                 |
|             | 13      | Erosion                                   |
|             | 14      | Dam & Levee Failure                       |
|             | 15      | Water Quality and Quantity                |
|             | 16      | Biological/Hazmat                         |
|             | 17      | Hailstorms                                |
|             | 18      | Invasive Species                          |

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| Risk Rating | Ranking | Hazard Name                               |          |    |                                |
|-------------|---------|-------------------------------------------|----------|----|--------------------------------|
| High        | 1       | Floods                                    | High     | 1  | Flooding                       |
|             | 2       | Hurricanes, Tropical Storms & Depressions |          | 2  | Hurricanes and Tropical Storms |
|             | 3       | Wildfires                                 |          | 3  | Wildfire                       |
|             | 4       | Tornado                                   |          | 4  | Severe Thunderstorms           |
|             | 5       | Drought & Expansive Soils                 |          | 5  | Drought                        |
|             | 6       | Extreme Heat                              |          | 6  | Lightning                      |
|             | 7       | Severe Winter Weather                     |          | 7  | Excessive Heat                 |
| Moderate    | 8       | Emerging Infectious Diseases              | Moderate | 8  | Hail                           |
|             | 9       | Windstorms                                |          | 9  | Winter Weather                 |
|             | 10      | Cyber Threats                             |          | 10 | Tornado                        |
| Low         | 11      | Severe Thunderstorms                      | Low      | 11 | Dam and Levee Failure          |
|             | 12      | Lightning                                 |          | 12 | Expansive Soils                |
|             | 13      | Erosion                                   |          |    |                                |
|             | 14      | Dam & Levee Failure                       |          |    |                                |
|             | 15      | Water Quality and Quantity                |          |    |                                |
|             | 16      | Biological/Hazmat                         |          |    |                                |
|             | 17      | Hailstorms                                |          |    |                                |
|             | 18      | Invasive Species                          |          |    |                                |

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## Questions from last meeting

- Cyber security & man-made hazards?
  - BRIC and FMA awards cannot fund a stand-alone cybersecurity project. An eligible cybersecurity activity must serve as a functional component of an eligible mitigation activity and otherwise meet all applicable programmatic requirements.

Example: Harden facilities (buildings, wiring, rooms) that house the cybersecurity system component such as computers, hardware, or the system's servers

Source: [https://www.fema.gov/sites/default/files/documents/fema\\_bric-fma-cybersecurity-information-activities\\_112022.pdf](https://www.fema.gov/sites/default/files/documents/fema_bric-fma-cybersecurity-information-activities_112022.pdf)

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## Tentative Project Timeline

- **March 23**, Meeting 1: Kickoff ←
- **April**, Meeting #2: Hazard Identification & Risk Assessment
- **May**, Meeting #3: Capability Assessment
- **June**, Public Input Workshop
- **July**, Meeting #4: Policy Development & Project Identification (Mitigation Action Plan)
- **August**, Draft Plan Available for Public Comment
- **Meeting #5**: Adoption & Implementation

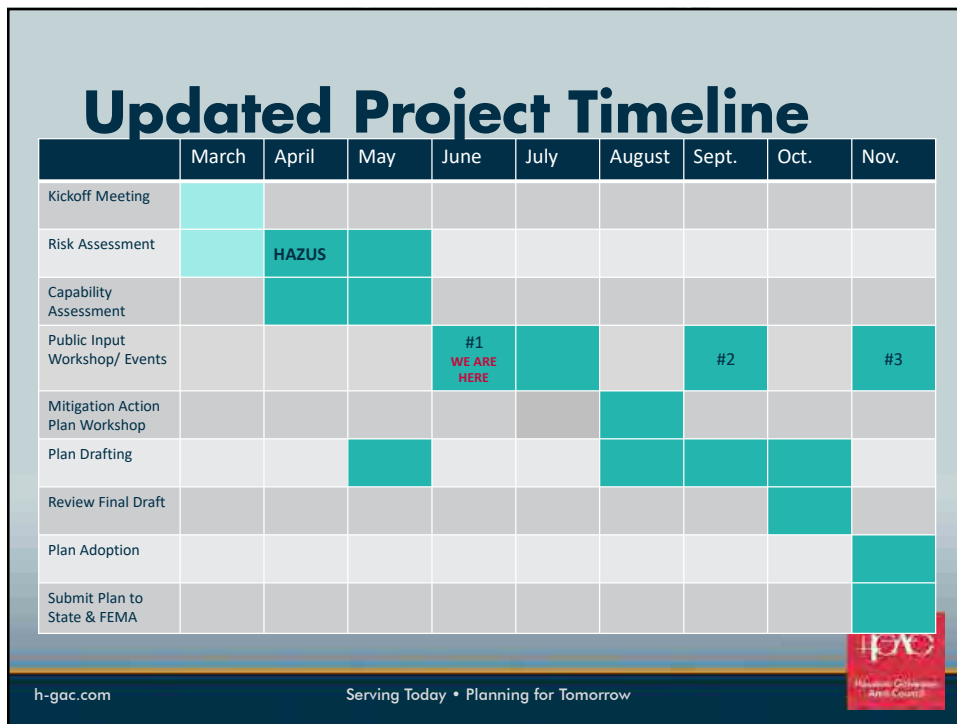
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## Capability Assessment

What you are doing  
 What you are not doing  
 What you can do  
 What you are doing wrong?

...helps to determine which mitigation actions are practical and likely to be implemented given a local government's various resources and capabilities.

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## Capability Assessment Components

- 1) An inventory of a local jurisdiction's relevant existing plans, ordinances, and programs
- 2) Analysis of a local jurisdiction's capacity to carry out existing plans, ordinances, and programs.

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## Policy & Regulatory Inventory

- Adequate building codes
- Land use, zoning and subdivision regulations
- Floodplain and storm water ordinances
- Comprehensive plans
- Capital improvement and transportation plans
- Facilities and needs studies
- Population growth and future development studies
- Economic development plans
- Emergency management response and recovery plans
- National Flood Insurance Program (NFIP) participation
- NFIP Community Rating System programs

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2 / 9 100% +

| Building Code, Permitting, and Inspections           | Yes/ No                     | 1. Are codes adequately enforced? |
|------------------------------------------------------|-----------------------------|-----------------------------------|
| Building Code                                        | <input type="checkbox"/>    | Version/Year:                     |
| Building Code Effectiveness/Grading Schedule (BCUGS) | No <input type="checkbox"/> | Score:                            |
| Fire Department ISO rating                           | No <input type="checkbox"/> | Rating:                           |
| Site plan review requirements                        | No <input type="checkbox"/> |                                   |
| Other (if any)                                       |                             |                                   |

| Planning, Ordinances, & Regulatory Capability                       | Yes/ No | 1. Is the plan/ordinance an effective measure for reducing hazard impacts?<br>2. Is the ordinance adequately administered and enforced? |
|---------------------------------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Capital Improvements Plan (Regulate infrastructure in hazard areas) |         |                                                                                                                                         |
| Comprehensive Plan                                                  |         |                                                                                                                                         |
| Continuity of Operations Plan                                       |         |                                                                                                                                         |
| Disaster Recovery Plan                                              |         |                                                                                                                                         |

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## Planning, Ordinances, and Regulatory Capability

- Demonstrate commitment to guiding and managing growth, development, and redevelopment in a responsible manner
  - Examples: Mitigation planning, comprehensive land use planning, enforcement of zoning ordinances and building codes, protecting environmental resources in the community

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## Administrative and Technical Capability

- Staff and skills for planning and mitigation such as:
  - Engineers
  - Planners
  - GIS analysts
  - Building inspectors
  - Emergency managers
  - Grant writers

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## Financial Capability

- Resources available to fund mitigation actions such as:
  - Operating budgets
  - Stormwater utility fees
  - Development impact fees

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## Education and Outreach Capability

- Existing programs that implement mitigation and communicate risk such as:
  - School programs
  - Firewise communities
  - Storm Ready communities
  - Hazard awareness campaigns
    - *Example: Tornado Awareness Month!*
  - Public Information Officer
  - Community newsletter

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## Political Capability

- Guiding development away from identified hazard areas
- Restricting public investments or capital improvements within hazard areas
- Enforcing local development standards that go beyond minimum state or federal requirements
  - (e.g., building codes, floodplain management)

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## Next Steps

- HAZUS, Website updates, Public & stakeholder survey, Begin drafting plan
  - H-GAC Staff
- Complete & return Capability Assessment worksheet, Determine dates for public events in June/July
  - Hazard Mitigation Committee

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## Public & Stakeholder Online Survey

- Survey questions are being adapted from FEMA's Local Mitigation Planning Handbook and incorporating other sources
- When available: please share!

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# Contact Information

**Amanda Ashcroft, AICP**  
*Planner, Community & Environmental*  
Houston-Galveston Area Council  
Amanda.Ashcroft@h-gac.com  
713-993-4545



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# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Meeting Notes

6/20/2023

## A G E N D A

2:00 PM

Welcome

Online Survey Results Recap

Timeline

H-GAC staff will discuss project timeline and next steps

Public Engagement Event Planning

H-GAC Website Updates

3:00 PM

Adjourn

## A T T E N D A N C E

| Name             | Title             | Organization                              |
|------------------|-------------------|-------------------------------------------|
| Ashcroft, Amanda | H-GAC             | Planner, Community & Environmental        |
| Davis, Butch     | Walker County OEM | Emergency Management Coordinator          |
| Mergo, Cheryl    | H-GAC             | Senior Manager, Community & Environmental |
| Pegoda, Sherri   | Walker County OEM | Deputy EMC                                |



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Meeting Notes

6/20/2023

## MEETING NOTES

### **Online Survey Results Recap**

H-GAC staff summarized and presented survey responses from the public hazard mitigation survey available online. There were over 100 responses from Walker County residents. A copy of the survey results will be included with the meeting follow-up email.

### **Timeline**

H-GAC staff overviewed the project timeline, still currently on track.

### **Public Engagement Event Planning**

Walker County OEM staff and H-GAC staff picked a date, time, and location for an Emergency Preparedness Fair to be hosted for stakeholders of Walker County. At the fair, participants will be able to obtain information about resources available during an emergency, participate in emergency preparedness item raffles, and provide input on hazard mitigation planning efforts.

### **H-GAC Website Updates**

H-GAC Staff highlighted and share website updates with the local planning team.

### **Next Steps**

Next steps were assigned to members of the local planning team. H-GAC staff will create emergency preparedness fair flyers to be sent out to the committee and shared with stakeholders on different platforms. Walker County OEM will solicit participants to host exhibitor booths at the fair and confirm the location and space are available.

**Meeting adjourned at 3:00 PM.**

Walker County in partnership with the City of Huntsville, City of New Waverly, City of Riverside, and H-GAC are hosting the

# Walker County Emergency Preparedness Fair



**Saturday, August 19, 2023 10 AM - 2 PM**

## EXHIBITOR BOOTHS:



Walker County Emergency Management  
Walker County Sheriff's Office  
H-GAC



Texas Animal Health Commission  
Huntsville Emergency Management  
Huntsville Fire Department



New Waverly Fire Department  
Walker County EMS



Department of State Health Services

Community Emergency Response Team  
Emergency Service District #2

Texas Division of Emergency Management



Animal Issues Committee  
**and more...**

## ACTIVITIES:

Free admission & parking

Raffles for emergency  
preparedness items

Free hot dogs, chips  
and drinks\*  
\*While supplies last

Hazard mitigation input

Expert knowledge in many  
emergency fields

**Learn life saving tips  
and information about  
resources during and  
after an emergency.**

**Indoors, at the  
Walker County Storm Shelter  
445 TX-75  
Huntsville, TX 77320**



CITY OF RIVERSIDE

CITY OF NEW WAVERLY



Questions? Contact Walker County Office of Emergency Management (936) 436-2035



Walker County Emergency Preparedness Fair, Event Photos  
8/19/2023



# HAZARD MITIGATION 2023

## WE NEED YOUR INPUT

The Houston-Galveston Area Council (GAC) is leading the update of Hazard Mitigation Plans (HMPs) in partnership with the City of Angleton, as well as Austin, Liberty, and Waller Counties' Offices of Emergency Management. The goal of the Hazard Mitigation Plan is to reduce or eliminate long-term risk to life and property from natural hazard events. The plan will analyze and identify natural and human-caused hazards the county and participating jurisdictions within them are susceptible to, and identify actions that can be implemented to reduce vulnerability and damage from these hazards.

**Instructions:** We need your input to help identify hazards you think we should prepare for, and how! Place a sticker next to the **TOP THREE (3)** hazards you are **MOST CONCERNED** about below!

CLIMATE CHANGE  
(OTHER THAN SEA LEVEL RISE)

CYBER THREATS

DAM/LEEVE FAILURE

DROUGHT & EXPANSIVE SOILS

EARTHQUAKE

EROSION

EXTREME HEAT

FLOODS/FLOODING

GEOLOGIC  
(LANDSLIDE, SINKHOLES, SUBSIDENCE)

HAZMAT/BIOLOGICAL SPILL

HURRICANE  
(TROPICAL STORM, OR TROPICAL DEPRESSION)

INVASIVE SPECIES

PANDEMIC  
(EMERGING INFECTIOUS DISEASE)

SEVERE WEATHER  
(THUNDERSTORM, HAILSTORM, LIGHTNING)

SEVERE WINTER WEATHER  
(BLIZZARD, HEAVY SNOW, ICE)

SEA LEVEL RISE

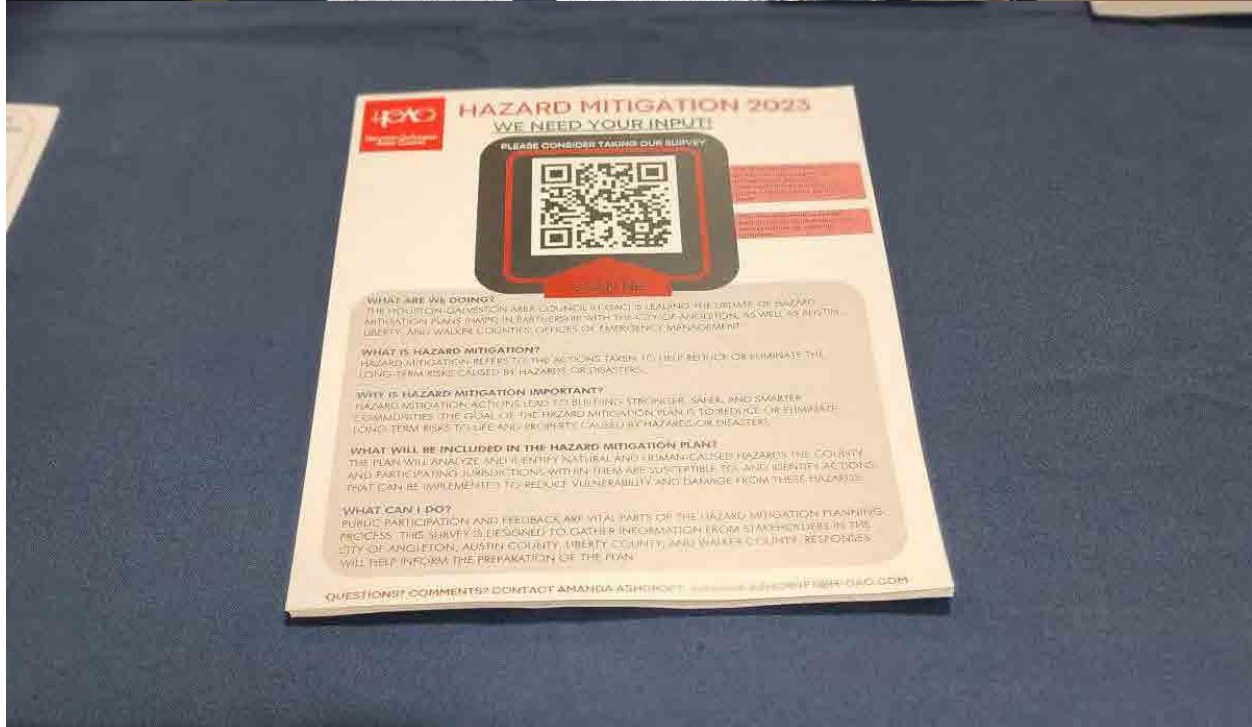
TORNADO

WATER QUALITY AND QUANTITY

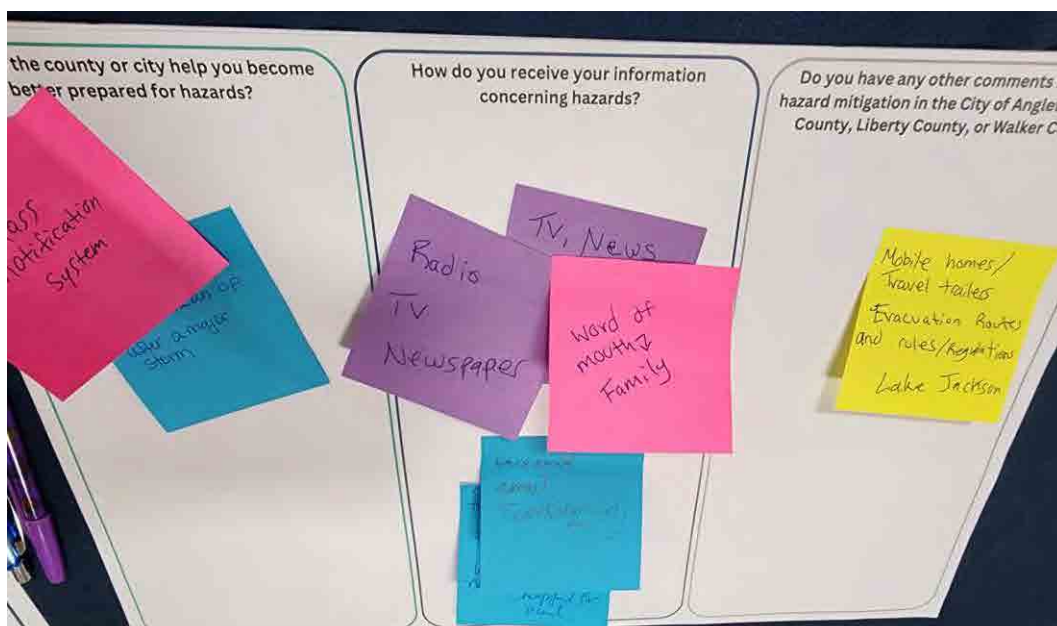
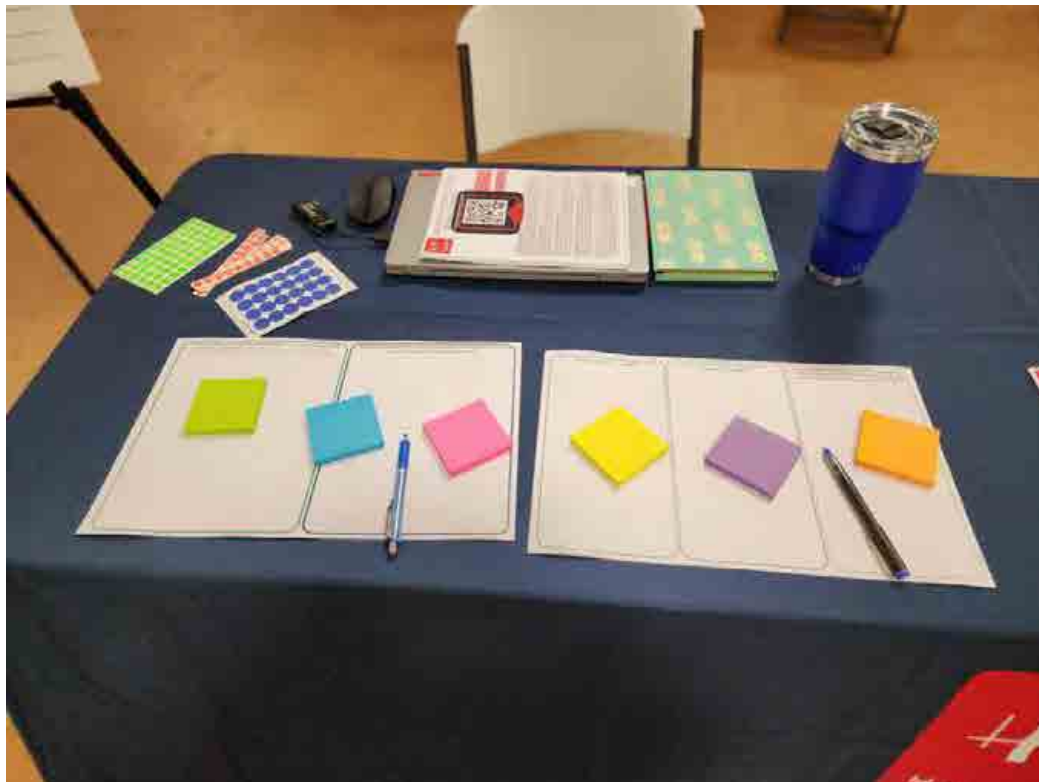
WILDFIRE

WINDSTORM

OTHER  
(PLEASE SPECIFY)







# WALKER COUNTY- HAZARD MITIGATION PLAN UPDATE

## EMAIL SIGN UP SHEET



JOIN OUR  
MAILING LIST

Sign up to receive future updates and information  
regarding the plan update, feedback, future meetings, and more!

| First Name | Last Name    | Email Address               |
|------------|--------------|-----------------------------|
| K Kroll    | Kroll        | KasieKroll196@gmail.com     |
| Carol      | Camden       | Carol—Camden@yahoo.com      |
| Christine  | Kepler       | C.Kepler@yahoo.com          |
| Gwendolyn  | Roberts      | gwendolynstaley@yahoo.com   |
| Lisa       | PLACKE       | LPLACKE@yahoo.com           |
| Amie       | Hurst        | Amie.beadles9622@gmail.com  |
| Ada        | Rodriguez    | Bada9a@gmail.com            |
| John       | Escobedo     | jescobedo1229@hotmail.com   |
| Michelle   | Garcia       | mbakero22@yahoo.com         |
| Samantha   | Gaus-Schmidt | samanthagaus146@gmail.com   |
| Victoria   | Nokes        | vickienokes@gmail.com       |
| Theresa    | Frazier      | frazierclan@gmail.com       |
| Augustina  | Zamudio      | Augustina.zamudio@gmail.com |
| Sheryl     | Miller       | Volunteers@SafeHouse.org    |
| Kathy      | Woods        | Kathywoods@yahoo.com        |
| Madeline   | Loosier      | mloosier@hotmail.com        |
|            |              |                             |
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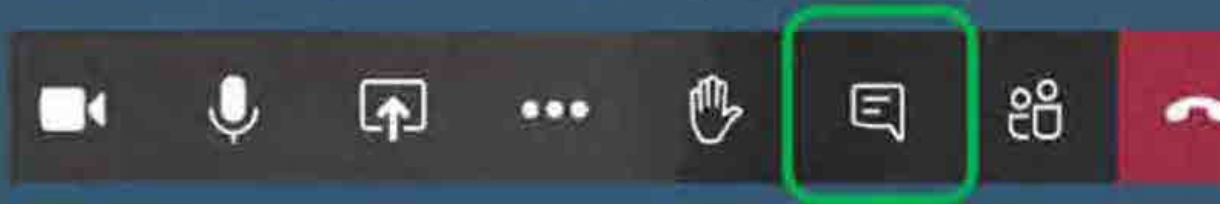
# 2023 Multijurisdictional Hazard Mitigation Plan Update

Meeting #3: Public Engagement Planning

## Housekeeping notes for today

If you wish to comment or ask a question there are 2 ways to do this:

1. For everyone (whether or not you have a microphone) you can use the chat box at the right hand side of your screen if you're on desktop. Please use this to comment or pose questions while the speaker is talking.



2. If you want to ask a question or make a comment using your microphone, please use the "Raise Hand" function. This is the button on the toolbar that looks like a hand icon. Once you have raised your hand please wait for the chair to ask you to unmute your microphone. Once you have spoken, please click the hand icon again to lower your hand.



### Avoid these things:

1. Please ensure your microphone is muted through the meeting unless you are talking.
2. Please avoid hitting the icon that looks like a box with an arrow pointing into it (next to the microphone icon) – this will share your screen with everyone and remove the presenter's slides from view.



# Meeting Agenda

- Welcome
- Recap Online Survey Results
- Timeline
- Public Engagement Planning
- H-GAC Website Updates

# Online Survey Results

- 125 responses
  - Lots of good feedback
- Survey is still open
  - When do we want to close the survey to new responses?

**-SURVEY RESPONSE REVIEW-**



# Updated Project Timeline

|                                 | March | April | May | June                 | July | August | Sept. | Oct. | Nov. |
|---------------------------------|-------|-------|-----|----------------------|------|--------|-------|------|------|
| Kickoff Meeting                 |       |       |     |                      |      |        |       |      |      |
| Risk Assessment                 |       | HAZUS |     |                      |      |        |       |      |      |
| Capability Assessment           |       |       |     |                      |      |        |       |      |      |
| Public Input Workshop/ Events   |       |       |     | #1<br>WE ARE<br>HERE |      |        | #2    |      | #3   |
| Mitigation Action Plan Workshop |       |       |     |                      |      |        |       |      |      |
| Plan Drafting                   |       |       |     |                      |      |        |       |      |      |
| Review Final Draft              |       |       |     |                      |      |        |       |      |      |
| Plan Adoption                   |       |       |     |                      |      |        |       |      |      |
| Submit Plan to State & FEMA     |       |       |     |                      |      |        |       |      |      |

# Public Engagement Event

- Location
  - Walker County Storm Shelter
- Date
  - Dependent on availability of venue
- Time
  - ?
- Format
  - 2-hour Public Meeting?
  - ½ or all-day pop-in event?



# H-GAC Website Updates

## Hazard Mitigation Planning

The H-GAC region is susceptible to a range of natural disasters like flooding, tornadoes, drought, and wildfires. Hazard mitigation is the use of long- and short-term strategies (such as planning, policy changes, programs, projects, and other activities) to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. While we cannot eliminate the threat of disasters, sound planning, collaboration, and preemptive action can help minimize their impacts.

FEMA requires every locality to maintain a hazard mitigation plan that examines the risk and impact of natural disasters and provides strategies for reducing impacts to people and property. A Hazard Mitigation Plan must be updated every 5 years to ensure relevancy and continued support from FEMA for its mitigation projects.

H-GAC has helped several counties develop or update their hazard mitigation plans, ensuring that participating communities are eligible for FEMA mitigation funding. H-GAC is committed to working with local governments to ensure that the region is as prepared as possible. Previous and current hazard mitigation work can be found below.

## Hazard Mitigation Plans

|                   |   |
|-------------------|---|
| Austin County 1   | ▼ |
| Brazoria County 1 | ▼ |
| Chambers County 1 | ▼ |
| City of Angleton  | ▼ |

### Hazard Mitigation Planning

#### Contact Information

Would you like to contact us about this topic?  
Please contact:

Amanda Ashcroft  
[Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)  
[713-993-4545](tel:713-993-4545)

# Contact Information

**Amanda Ashcroft, AICP**

*Planner, Community & Environmental*

Houston-Galveston Area Council

[Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)

713-993-4545





# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Meeting Notes

## 11/15/2023

### A G E N D A

**11:00 AM**                      **Welcome, Introductions, and Sign-in**

**11:10 AM**                      **Survey, Data, and Mapping Updates**

#### **~~Plan Goals Discussion~~**

#### **Plan Maintenance Procedures**

#### **Mitigation Action Plans**

H-GAC staff will discuss the components of the mitigation action plan, project categories, ideas, plan goals, and plan maintenance procedures.

#### **Next Steps**

H-GAC staff will discuss the project timeline and next steps.

#### **Q&A**

**12:00 PM**                      **Adjourn**

### A T T E N D A N C E

| <b>Name</b>     | <b>Organization</b>                | <b>Title</b>                     |
|-----------------|------------------------------------|----------------------------------|
| Amanda Ashcroft | Planner, Community & Environmental | H-GAC                            |
| Bill Daugette   | Walker County Commissioner Pct. 3  | Commissioner                     |
| Butch Davis     | Walker County OEM                  | Emergency Management Coordinator |
| Sherri Pegoda   | Walker County OEM                  | Emergency Management Coordinator |
| Adam Winningham | Huntsville OEM                     | Emergency Management Coordinator |



# Walker County Multi-Jurisdictional Hazard Mitigation Plan, Meeting Notes

## 11/15/2023

### MEETING NOTES

#### **Survey, Data, and Mapping Updates**

H-GAC staff and hazard mitigation committee members discussed the online survey final results. The survey was open for responses beginning May 2023 and was heavily advertised at outreach events and through county and city websites. Walker County had a total of 125 responses. H-GAC staff presented 8 maps developed for the Hazard Mitigation Plan. These maps were reviewed extensively by those in attendance. Map changes requested by the committee were notated, corrected maps will be presented at the next meeting. A PDF of all maps and survey data will also be added to the Walker County external HMP SharePoint site.

#### **Plan Goals Discussion & Plan Maintenance Procedures**

The hazard mitigation committee discussed plan maintenance procedure from the 2017 plan. The hazard mitigation committee and H-GAC staff then discussed updated plan maintenance procedures. The plan goals were provided as a PDF with meeting notes as the committee forgot to review them at the meeting.

#### **Mitigation Action Plans**

H-GAC staff discussed the components of the mitigation action plan, mitigation action project categories, ideas (including resources and where to find them). H-GAC staff also gave information regarding the mitigation strategy. These are the projects or actions to reduce the impacts of the hazards of concern on the community. There are 4 main categories for these actions. Plans and Regulations, Structure and Infrastructure Studies and Projects, Natural Systems Protection Studies and Projects, and Education and Awareness. Staff emphasized how the risk assessment, capability assessment, and feedback from stakeholders all work together to help inform the mitigation strategy.

#### **Next Steps**

H-GAC staff highlighted resources and discussed the benefit cost analysis tool through FEMA, including when it would be required for use. H-GAC staff and the hazard mitigation committee then discussed next steps which included the online form for action item submittal, including or updating projects from 2017, individual meetings if jurisdictions need assistance with the online form or action items, etc.

**Meeting adjourned at 11:35 AM.**

# 2023 Multijurisdictional Hazard Mitigation Plan Update

Meeting #4: Our Mitigation Strategy  
(Goals, Actions and the Action Plan)

# Meeting Agenda

**Welcome, Introductions, and Sign-in**

**Survey, Data, and Mapping Updates**

**Plan Goals Discussion**

**Plan Maintenance Procedures**

**Mitigation Action Plans**

**Next Steps**

**Q&A**

# Visualizing Risk

- Survey: Closed on 10/31/2023
  - Open for 5 months
  - 125 responses
- Today: Reviewing maps
  - Floodplain
  - Population Distribution
  - Wildfire Risk
  - Vulnerable Population (and Social Vulnerability Index)
- What changes do you want to see?
- Are there any corrections that need to be made?



# Mitigation Strategy

- What is it?
  - Often referred to in many forms, such as: Mitigation Action Plan, Action Plan, Mitigation Projects, Mitigation Initiatives, Mitigation Actions
  - The mitigation strategy include goals, actions, and the action plan (including plan maintenance).

# Plan Goals

- C3. Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards?
  - (Requirement 44 CFR § 201.6(c)(3)(i))
- C3-a. Does the plan include goals to reduce the risk from the hazards identified in the plan?

# Our Plan Goals (2017)

## Mission Statement

The HMAP aims to implement new policies, programs, and projects to reduce the risks and impacts associated with natural hazards, including public education and partnerships between local officials and residents.

## Mitigation Goals

Based on the planning process and the vulnerability assessment, the planning team developed the following goals and objectives. The goals and objectives explain what is to be achieved through implementing the HMAP. These goals and objectives work with the mitigation actions to outline what the county aims to accomplish in the next five years.

- **Goal-** Reduce the loss of life and personal and public property due to natural hazards
  - **Objective:** Develop and implement educational programs for residents and government officials addressing the importance of county mitigation projects and the need to incorporate new and improve existing local ordinances
  - **Objective:** Collaborate with public and private partners throughout the county to create and implement local ordinances and county level programs that act to minimize effects of hazards
- **Goal-** Improve drainage throughout the county to reduce the impact of flooding and erosion on residents and structures
  - **Objective:** Acquire property within the 100 and 500-year floodplain throughout the county to reduce the impact of flooding
  - **Objective:** Widen existing culverts and create additional ditches and drainage ponds throughout the county

# Plan Goals Update (ideas)

- Educate citizens regarding emergency situations related to hazards.
- Develop publications and educational information on all hazards that is easily accessible to all within Walker County.
- Promote the use of emergency notification systems and weather alerts for all hazards.
- Decrease the risk to life and property from hazards through planning, preparation, and mitigation.
- Develop policies and strategies to effectively manage and reduce risk.
- Increase the resiliency of Walker County through projects and strategies that reduce the impacts of hazards.
- Enhance coordination between local jurisdictions, county, state, and federal agencies.
- Support the continuity of operations before, during, and after hazard events.
- Incorporate hazard mitigation into community planning such as codes/ordinances, day-to-day operations, and projects.
- Identify, protect, and assist socially vulnerable populations recovery from hazard impacts.

# Plan Goals- Discussion



# Plan Maintenance

- D1. Is there discussion of how each community will continue public participation in the plan maintenance process?
  - (Requirement 44 CFR § 201.6(c)(4)(iii))
- D1-a. The plan must describe how the participant(s) will continue to seek public participation after the plan has been approved and during the plan's implementation, monitoring, and evaluation.
- D2-a. The plan must identify how, when and by whom the plan will be tracked for implementation over its five-year cycle (monitoring).

# Plan Maintenance- Discussion

# Mitigation Actions

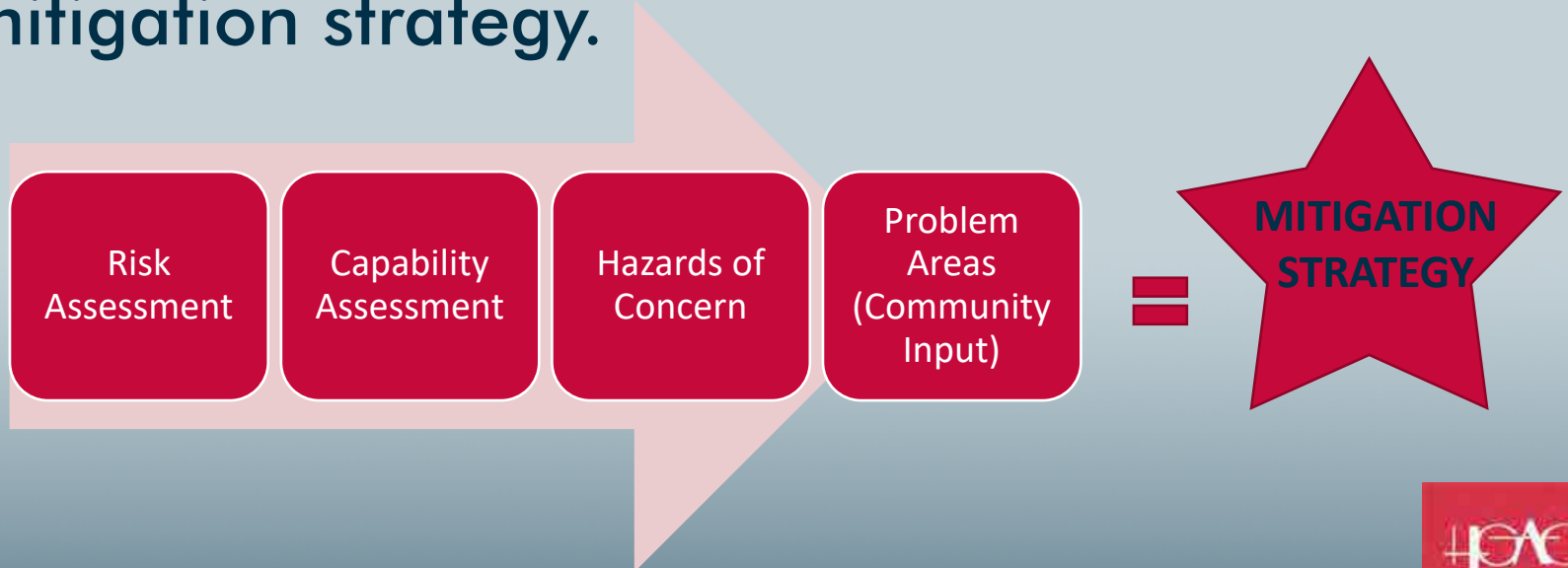
- 4 Main categories
  - Local Planning and Regulations
  - Structure and Infrastructure (Studies and Projects)
  - Natural Systems Protection (Studies and Projects)
  - Education and Awareness Programs

# How Do I Draft Actions?

- Start with reviewing actions from the last plan
  - Include actions that will be carried over
- Identify problems
  - Review stakeholder input from surveys and events
  - Review risk and capability assessments
  - Review vulnerable areas
    - RL/SRL properties
    - Stormwater/urban flooding areas
    - Critical facilities and lifelines located in hazard areas
- Ask for help
  - We are here as a resource!

# Mitigation Actions Cont.

- Show a clear connection between vulnerability and proposed mitigation actions.
- The capability assessment provides insight into challenges and opportunities for the mitigation strategy.





# Updates

- Projects from the last plan update
  - If a project from the 2017/2018 Walker County HMP is not finished and is still a priority, You SHOULD include it in the 2023 HMP Update!
- Each Hazard of Concern requires a minimum of 2 mitigation actions
  - Don't forget: 1 mitigation action can cover multiple hazards and multiple jurisdictions
    - Example: Educational Programs

# How Do I Draft Actions?

- Start with reviewing actions from the last plan
  - Include actions that will be carried over
- Identify problems
  - Review stakeholder input from surveys and events
  - Review risk and capability assessments
  - Review vulnerable areas
    - RL/SRL properties
    - Stormwater/urban flooding areas
    - Critical facilities and lifelines located in hazard areas
- Ask for help
  - We are here as a resource!

# Action Item Submittal

<https://form.jotform.com/233177216771963>

- Similar to 2017 form
- Resources as hyperlinks within the form
- Questions? Reach out to Amanda!

# Resources

- [Disaster Resilient Design Concepts](#) (Feb 2023)
  - [More resources from EPA & FEMA here.](#)
- [AARP Disaster Resilience Tool Kit](#) (English),
  - [Descargar: Guía para el desarrollo de resiliencia ante desastres, de AARP](#) (Spanish)
- [FEMA Mitigation Ideas](#) (Jan 2013)

# Benefit Cost Analysis

- RESOURCES:
  - FEMA Benefit-Cost Analysis
  - FEMA Streamlined Benefit-Cost Analysis



# Next Steps

- Online form for action item submission
- Plan Drafting (cont.)
- Individual meetings with jurisdictions to review actions

# Contact Information

**Amanda Ashcroft, AICP**

*Planner, Community & Environmental*

Houston-Galveston Area Council

[Amanda.Ashcroft@h-gac.com](mailto:Amanda.Ashcroft@h-gac.com)

713-993-4545

# Appendix E

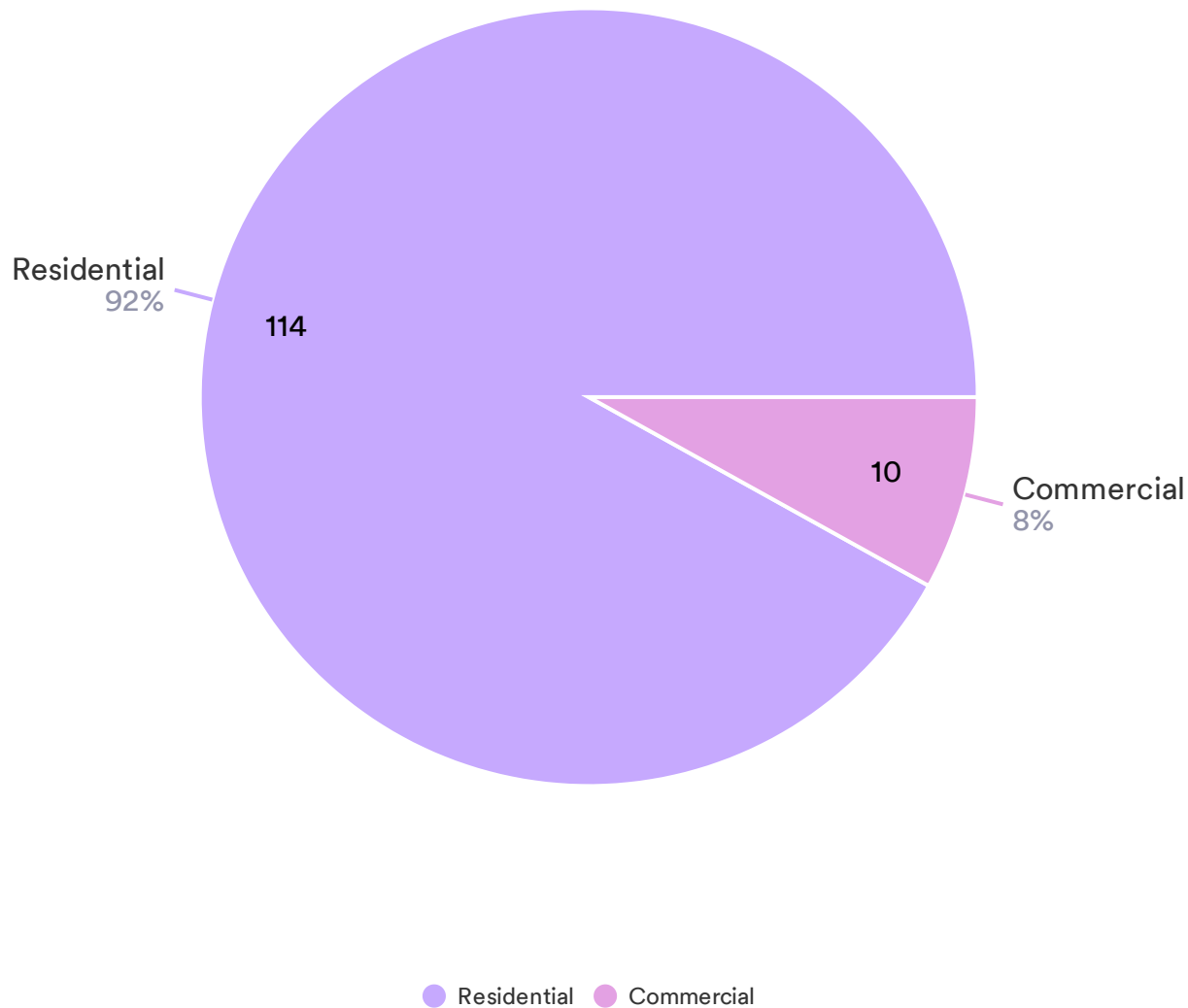
## SURVEY RESULTS

# Hazard Mitigation Plan Public Survey

Walker County Results

## Are you responding on behalf of a residential or commercial property?

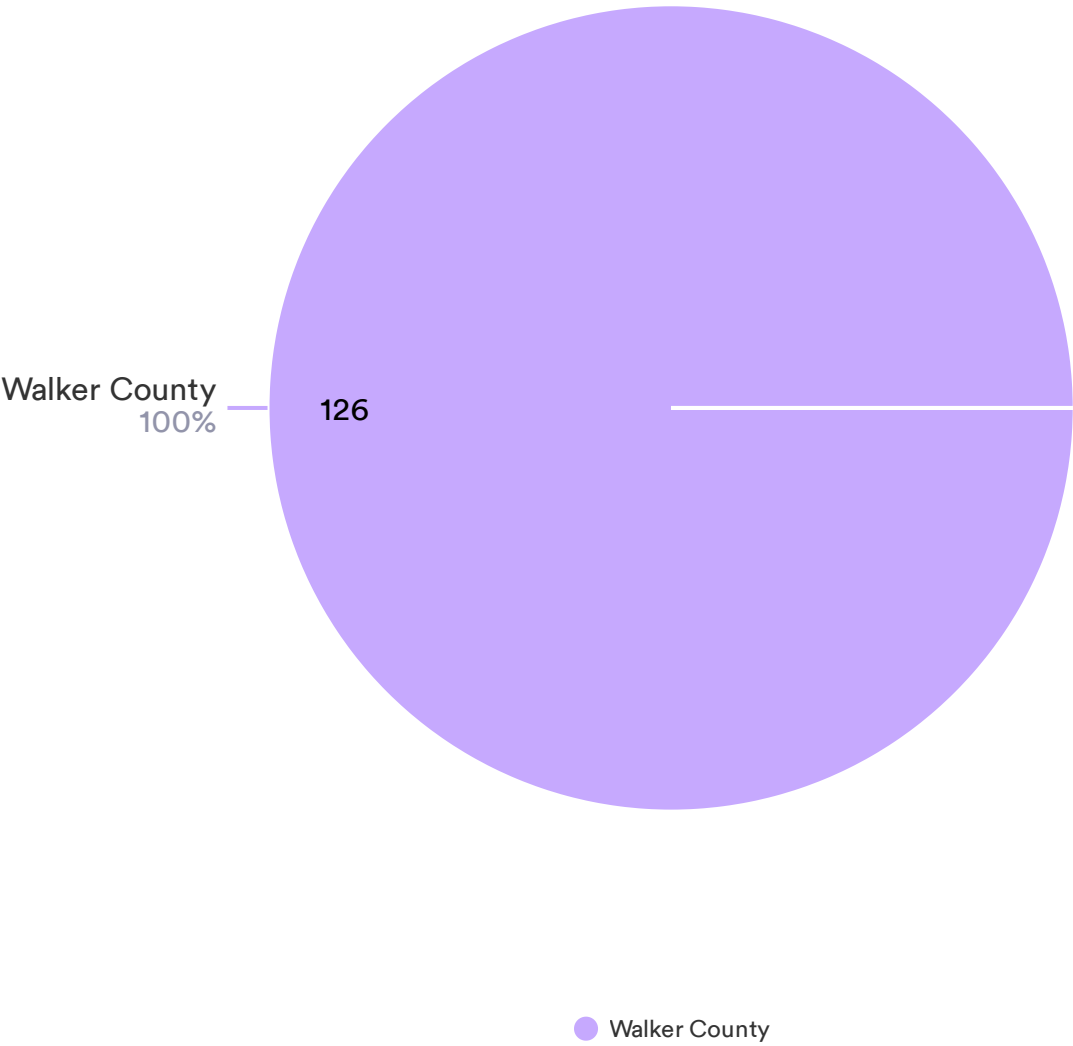
124 Responses





In which county or city is the residential or commercial property located?

126 Responses



In what city is the property located?

126 Responses

| Data          | Responses |
|---------------|-----------|
| Huntsville    | 99        |
| Walker County | 8         |
| Riverside     | 9         |
| New Waverly   | 7         |
| Bedias        | 1         |
| Trinity       | 1         |
| Phelps        | 1         |

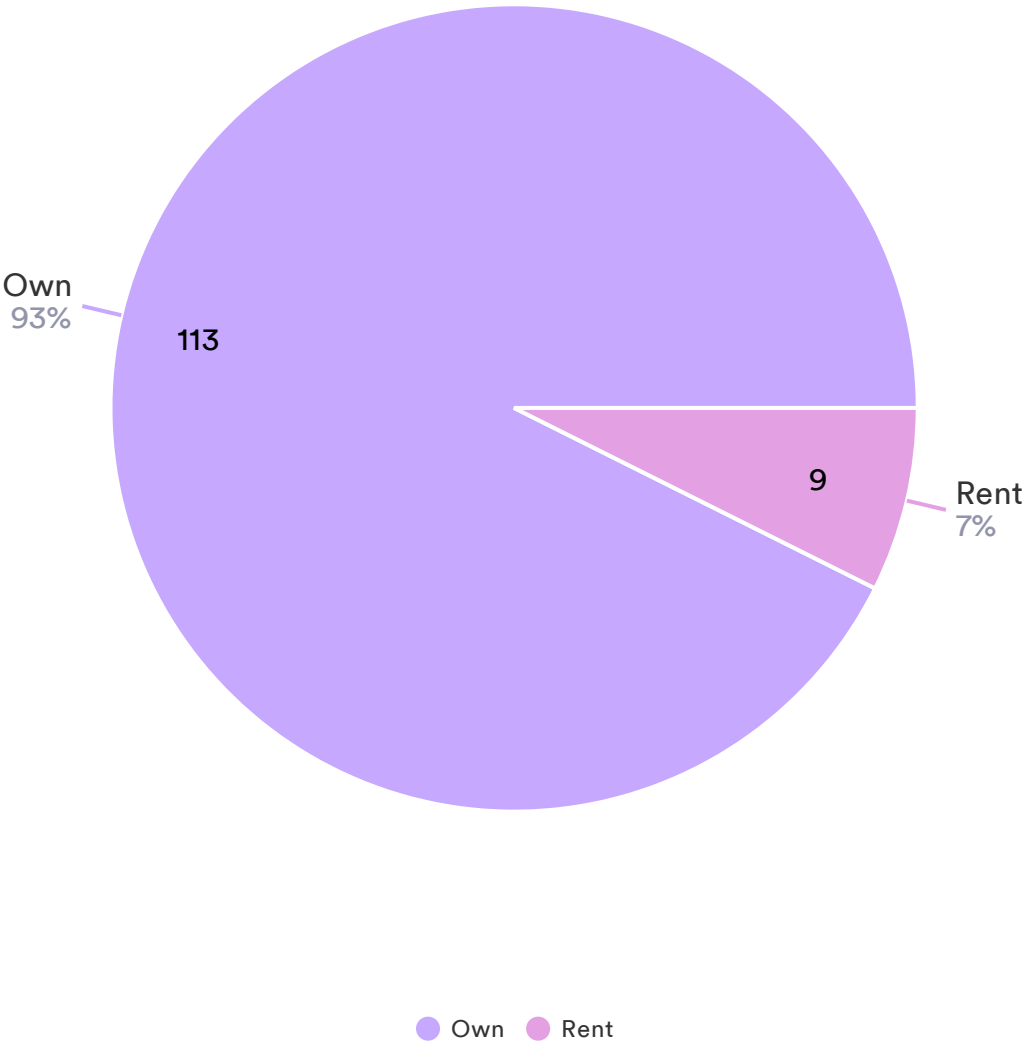
What is the zip code for the property?

126 Responses

| Data  | Responses |
|-------|-----------|
| 77320 | 60        |
| 77340 | 52        |
| 77358 | 7         |
| 77367 | 4         |
| 77831 | 2         |
| 75862 | 1         |

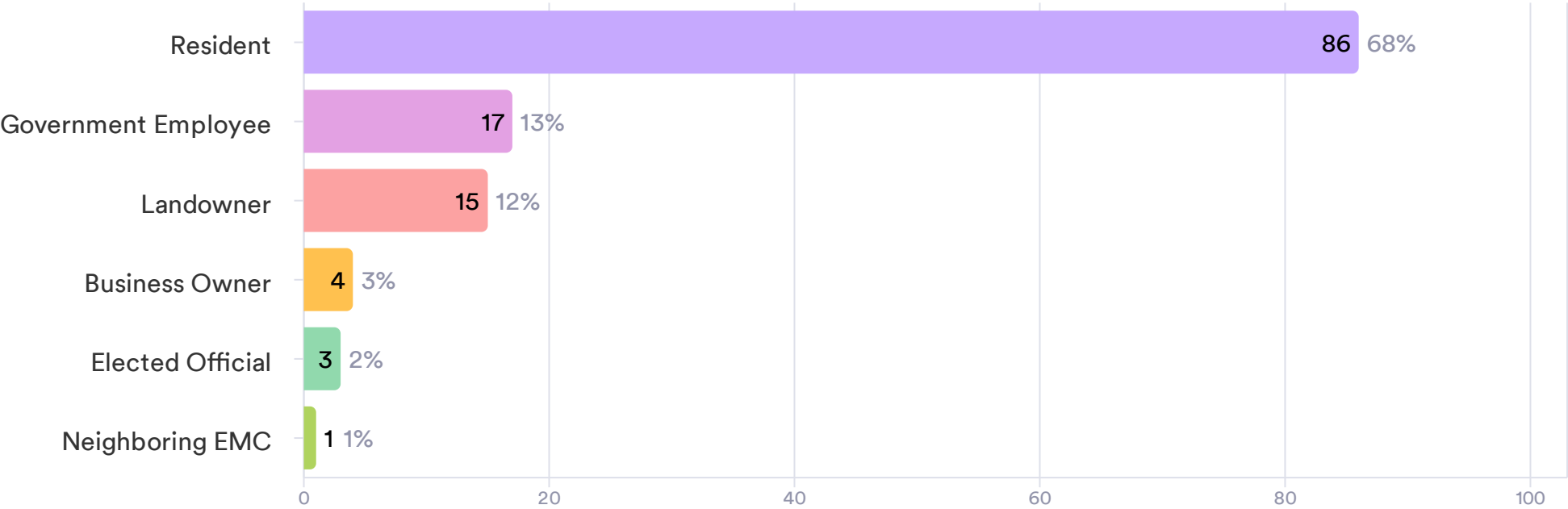
Do you own or rent your place of residence/business?

122 Responses



Which of the following best defines your role in the community?

126 Responses

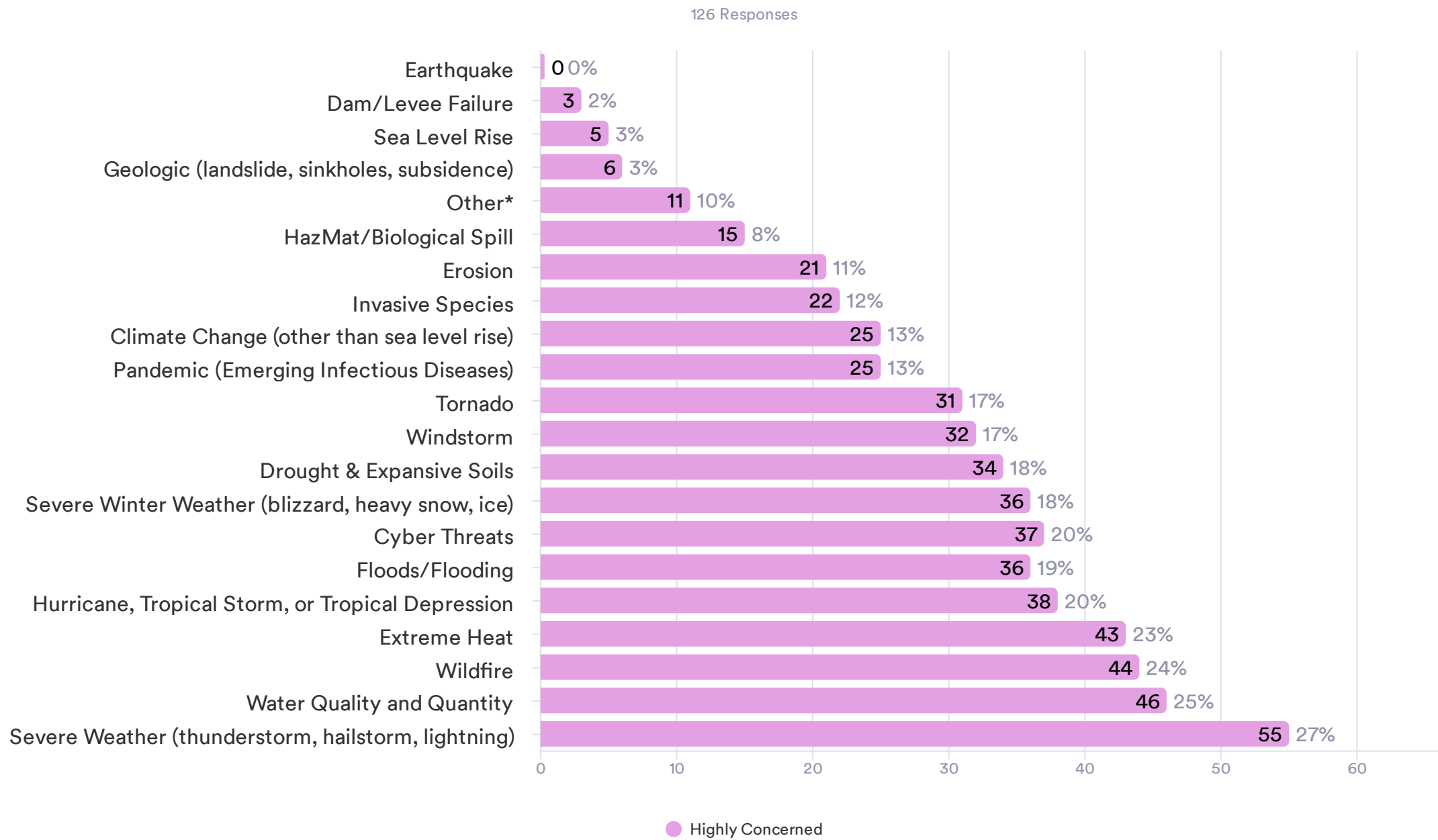


| Data                | Response | %   |
|---------------------|----------|-----|
| Resident            | 86       | 68% |
| Government Employee | 17       | 13% |
| Landowner           | 15       | 12% |
| Business Owner      | 4        | 3%  |
| Elected Official    | 3        | 2%  |
| Neighboring EMC     | 1        | 1%  |



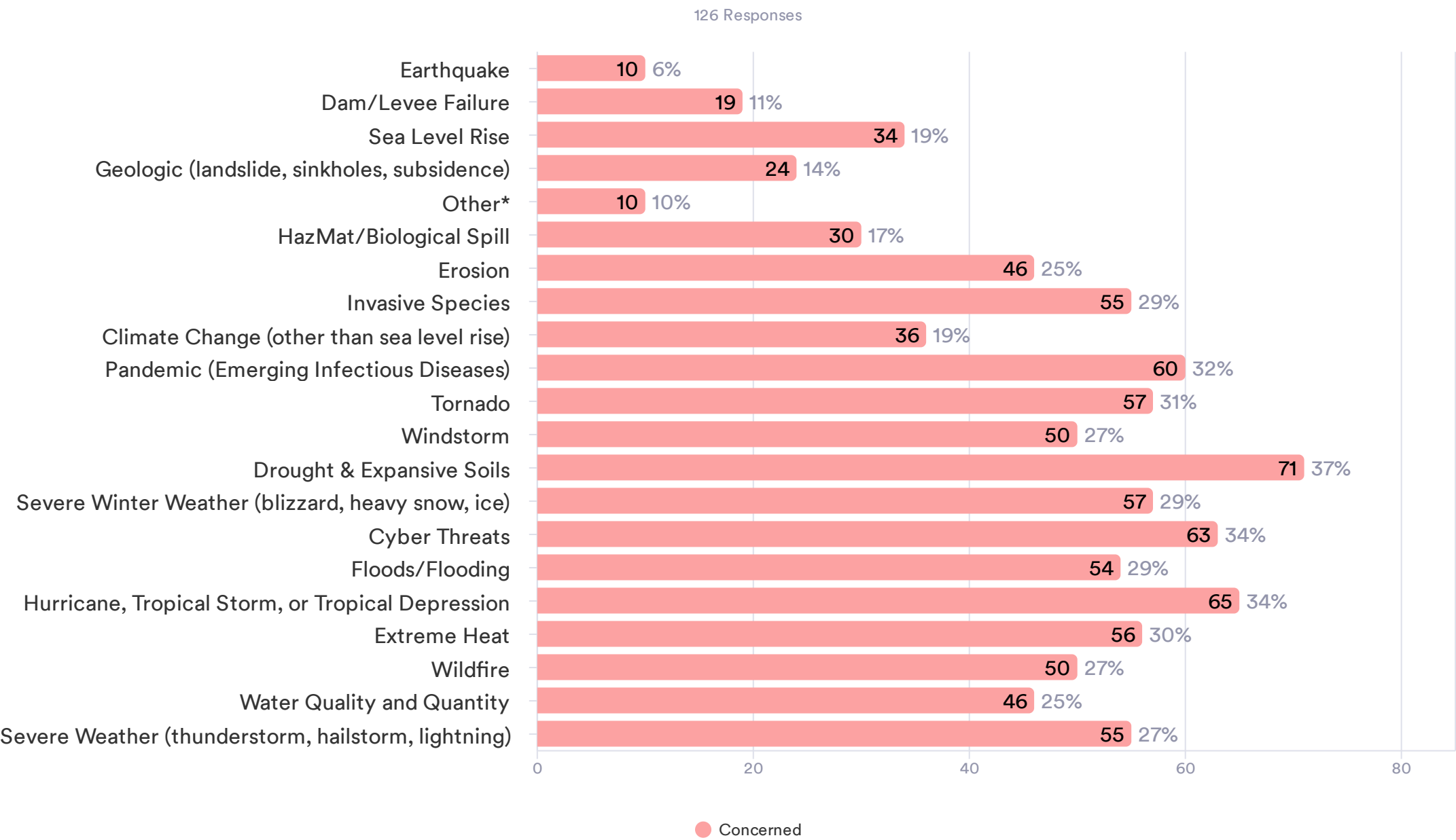
# Hazard Mitigation Plan Survey

In the past 5 years, have you been affected by the hazards listed below? (Responses shown for those who selected YES & Highly Concerned)



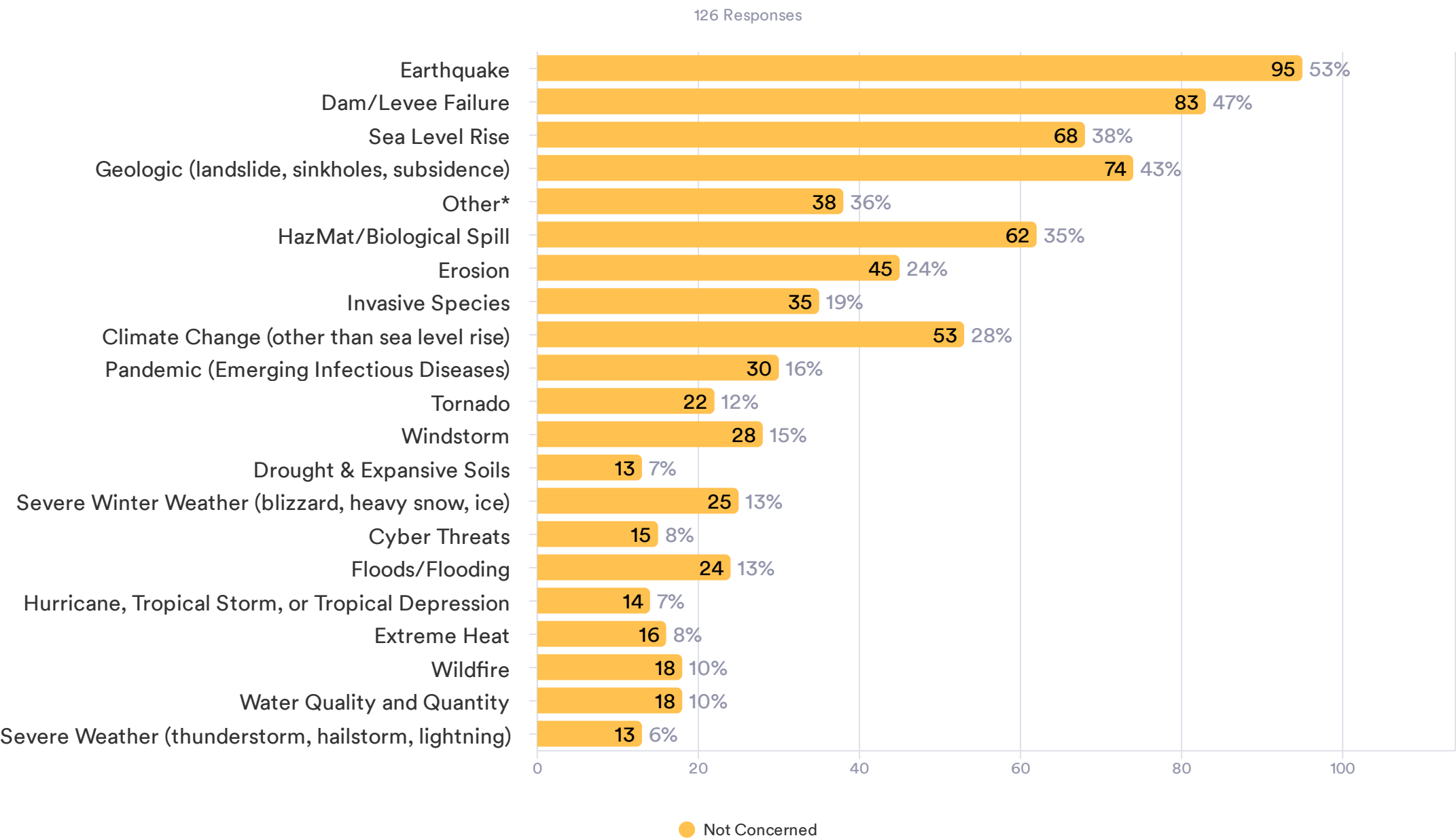
# Hazard Mitigation Plan Survey

In the past 5 years, have you been affected by the hazards listed below? (Responses shown for those who selected YES & Concerned)



# Hazard Mitigation Plan Survey

In the past 5 years, have you been affected by the hazards listed below? (Responses shown for those who selected YES & NOT Concerned)



# Hazard Mitigation Plan Survey

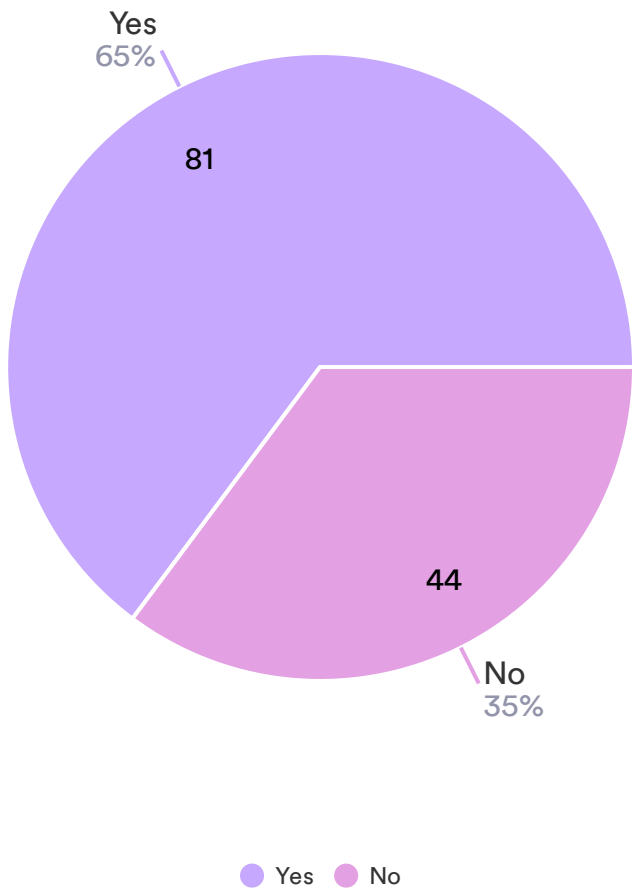
\*Please specify the "other" hazard for which you have a concern if indicated above.

14 Responses

| Data                                                           | Responses |
|----------------------------------------------------------------|-----------|
| School Safety                                                  | 1         |
| Power outages                                                  | 1         |
| Hazardous burn pit operating next to my property.              | 1         |
| Tornado with very high winds                                   | 1         |
| Crime                                                          | 1         |
| I love our country but I fear our government!                  | 1         |
| Sandy loam running out of Sandy Creek into Lake Conroe         | 1         |
| Power/electric grid failure.                                   | 1         |
| environmental                                                  | 1         |
| Wild hog population                                            | 1         |
| Uneducated general public                                      | 1         |
| Hazard spill from trave accident on IH 45 in Huntsville        | 1         |
| Democrats and their agendas                                    | 1         |
| Feral hogs rooting up our property and the increase in litters | 1         |

In the past 5 years, has your home or business been damaged by a hazard event? (Ex: pipes freezing during periods of cold temperatures, flooding of your home/business, tornado damage to your property, etc.)

125 Responses





## Hazard Mitigation Plan Survey

Please describe any relevant details such as the date of occurrence, duration, area affected (e.g., yard, building, roof), etc.

76 Responses

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Pipe damage, foundation problems from erosion, roof damage from high winds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1 |
| Feb 2021 3 days without power frozen pipes one which burst and have to take shelter in our cars for warmth                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1 |
| Flood damage, wind damage, freeze damage, hail damage,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1 |
| Neighborhood rat infestation in buildings and yards 5/20-7/21 Pipes burst 3/21 Low water pressure due to water main crack 3/21-7/22 Hail damage to house and yard- 1/23                                                                                                                                                                                                                                                                                                                                                                                              | 1 |
| Yard, fence high winds/ tornado                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 |
| 4roofs hail 3 houses frozen pipes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 |
| Quick moving high wind event in 2018 and 2023. Falling trees damaged residence and vehicle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1 |
| One of two slight leaks from frozen pipes due to low temps and power failure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 |
| 2018 Hail Replaced 3300 sq ft mueller metal roof \$10k damage to vehicle 2020 Freeze burst pipes and dead wildlife                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1 |
| Frozen pipes from sever cold weather and hail damage to auto and roof I don't recall the dates somewhere around 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1 |
| Hail damage requiring a new roof - 4/2020 Frozen pipes during winter weather event - 2/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1 |
| Pipes frozen during freeze and broke, high winds and storms broke and uprooted trees, driveway erosion from heavy rains                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1 |
| Home floods during heavy thunderstorms. Surging storm drain floods the street and because of poor street drainage, the water pours over the curb into my yard and house. Additionally, water from other areas of the subdivision pour down the streets and overflow curbs creating a flash flood situation. Flooding submerges a high voltage Entergy box causing a possible electrical hazard. This situation has been occurring for 20+ years but has become progressively worse due to development which has altered the natural topography and natural drainage. | 1 |

Hazard Mitigation Plan Survey

Please describe any relevant details such as the date of occurrence, duration, area affected (e.g., yard, building, roof), etc.

16 Responses

|                                                                                                                                                                                      |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Some water pipes cracked in the hard February freeze in 2022. A tree fell on our gate in a wind storm and damaged the opener and solar panel. We've sustained damage from feral hogs | ↑ |
| Pipes burst when our heat light burnt out in the middle of the night during the freeze. We had to catch water & snow from the roof.                                                  | ↑ |
| Broken, frozen pipes in 2021                                                                                                                                                         | ↑ |
| Winter long freeze broken pipes; in home, outbuilding with water softener, no power for several days.                                                                                | ↑ |
| Severe freeze 4 degrees froze water pipes                                                                                                                                            | ↑ |
| During the Ice storm in 2021, we were without electricity for a week and without water for 3 days. We eventually had to leave our home.                                              | ↑ |
| Frozen pipes                                                                                                                                                                         | ↑ |
| Roof 2018 tornado, tree through roof. Misc. damage to other fixtures on property. (barn, work shop, patio, roof, and home)                                                           | ↑ |
| February 2021 Freeze - pipes                                                                                                                                                         | ↑ |
| 2/21 busted pipes again in 2023 bites pipes , large dead oak trees                                                                                                                   | ↑ |
| 2021 URI freeze-damage to multiple buildings and water system. 2022 cyber attack. 2023 hail storm-vehicles and roof                                                                  | ↑ |
| Bad flooding!!! and erosion every time we have heavy rain, have had severe repairs from wind damage, and hard freeze on winter left without electricity or water.                    | ↑ |
| A few days without power, roof damage                                                                                                                                                | ↑ |
| Frozen pipes after loss of power. Resulted in water damage in house.                                                                                                                 | ↑ |



## Hazard Mitigation Plan Survey

Please describe any relevant details such as the date of occurrence, duration, area affected (e.g., yard, building, roof), etc.

76 Responses

January 2022, Frozen pipes for 5 days

1

Frozen pipe stopped services to community for one day. Water seepage concerning mold, mildew and rot to structure.

1

Hail, wind damage

1

Water well.

1

Frozen Pipes

1

Tornado in March 2018. All roofs, some garage doors and significant structural damage to house. Also loss of electrical service for an extended time from loss of wiring, transformers, etc. Major loss to yard trees and pine plantations.

1

Pipes burst during freeze early 2021.

1

Feb 2021 (not sure of the date) big winter storm, had no electricity for days, pipes burst, had to pay over \$1,000 in plumbing costs, and had to pay to get water well fixed, still have Sheetrock damage as a result

1

2021, 2022; tree and landscape damage from winter weather events.

1

Pipe in ceiling burst

1

Hail damage

1

Lightning strike ( loss of electrical system and tv) Hurricane (extended flooding due to Harvey) Tornado (some tree damage and one house)

1

2018 Hail damage to roof, windows, gutters, vehicles 2/2021 freeze, loss of power for days 2020-2022- global pandemic, isolation Summer 2022- extreme heat & drought caused loss of several trees

1

Siding, awning, trees

1

## Hazard Mitigation Plan Survey

Please describe any relevant details such as the date of occurrence, duration, area affected (e.g., yard, building, roof), etc.

76 Responses

|                                                                                                                                                                                                                                                                                        |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| broken water line during freeze (02/21) and tree fell on vehicle during high winds (04/20)                                                                                                                                                                                             | 1 |
| Hail damage to home. Not sure of the date but was approximately 4 years                                                                                                                                                                                                                | 1 |
| Tree branch damaged the roof due to tornado caused us to get a new roof. High water onto the front porch but was speared from it entering the house caused us to install a french drain to reroute water around the property.                                                          | 1 |
| Frozen pipes in Winter of 2021. I have replaced a couple of residential roofs due to hail storms                                                                                                                                                                                       | 1 |
| Busted pipes due to freezing weather. Lost trees due to drought to flood conditions.                                                                                                                                                                                                   | 1 |
| The moisture level around my house is high. This is due to runoff from drainage issues from the Cities infrastructure and the lay of the land. This on top of high level of rain events and droughts where there is no rain has led to issues with my home that I am always combating. | 1 |
| Freezing Pipes (Texas Winter Storm 2021)                                                                                                                                                                                                                                               | 1 |
| winter storm uri, wind damage and flood damage to county buildings                                                                                                                                                                                                                     | 1 |
| Burst water pipes 2022, frozen landscaping plants and grass 2022, hail damaged roof                                                                                                                                                                                                    | 1 |
| Roof damage by hail.                                                                                                                                                                                                                                                                   | 1 |
| Heavy freezing last year and 4 years ago. Flooding during hurricane Harvie.                                                                                                                                                                                                            | 1 |
| During the snowstorm in February of 2018 we were without power, in below freezing temperatures for 5 full days. No meaningful communication from the county or Entergy.                                                                                                                | 1 |
| Frozen pipes 2 years, Harvey flood in the house.                                                                                                                                                                                                                                       | 1 |
| February 2021. Frozen pipes and flooding of home when thawed.                                                                                                                                                                                                                          | 1 |



# Hazard Mitigation Plan Survey

Please describe any relevant details such as the date of occurrence, duration, area affected (e.g., yard, building, roof), etc.

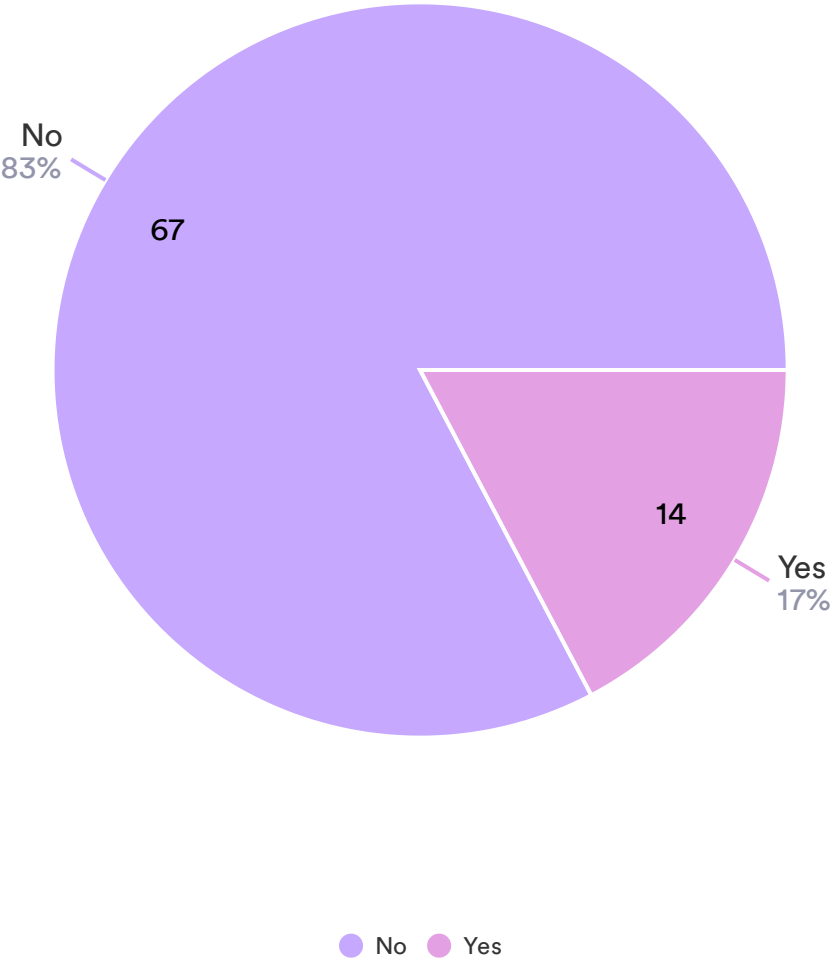
76 Responses

|                                                                                                                                                                           |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| winter storm uri, wind damage and flood damage to county buildings                                                                                                        | 1 |
| Burst water pipes 2022, frozen landscaping plants and grass 2022, hail damaged roof                                                                                       | 1 |
| Roof damage by hail.                                                                                                                                                      | 1 |
| Heavy freezing last year and 4 years ago. Flooding during hurricane Harvie.                                                                                               | 1 |
| During the snowstorm in February of 2018 we were without power, in below freezing temperatures for 5 full days. No meaningful communication from the county or Entergy.   | 1 |
| Frozen pipes 2 years, Harvey flood in the house.                                                                                                                          | 1 |
| February 2021. Frozen pipes and flooding of home when thawed.                                                                                                             | 1 |
| Freeze pipes, downed trees                                                                                                                                                | 1 |
| frozen pipes and lose of electricity in 2021 and 2023. Hail damage in 2023.                                                                                               | 1 |
| February 2021, frozen pipes, no elericity, no uncontaminated water                                                                                                        | 1 |
| 02/2021 pipes froze and 1 burst. 12/24/2022 pipe froze and burst. 01/2023 hail damage to roof.                                                                            | 1 |
| Wind and Hail damage 2018 \$70,000 in damage between roof windows doors gutters                                                                                           | 1 |
| Winter storm, February 2021. All pipes froze under the house froze (even with dripping faucets) and had to be replaced. We were without water for 5 days.                 | 1 |
| Pipes burst after Winter Storm Uri, flooding my apartment. Was without reliable water pressure for 5 months after apartment was below freezing and without power for days | 1 |
| the snow storm a couple years ago without water and power for days                                                                                                        | 1 |



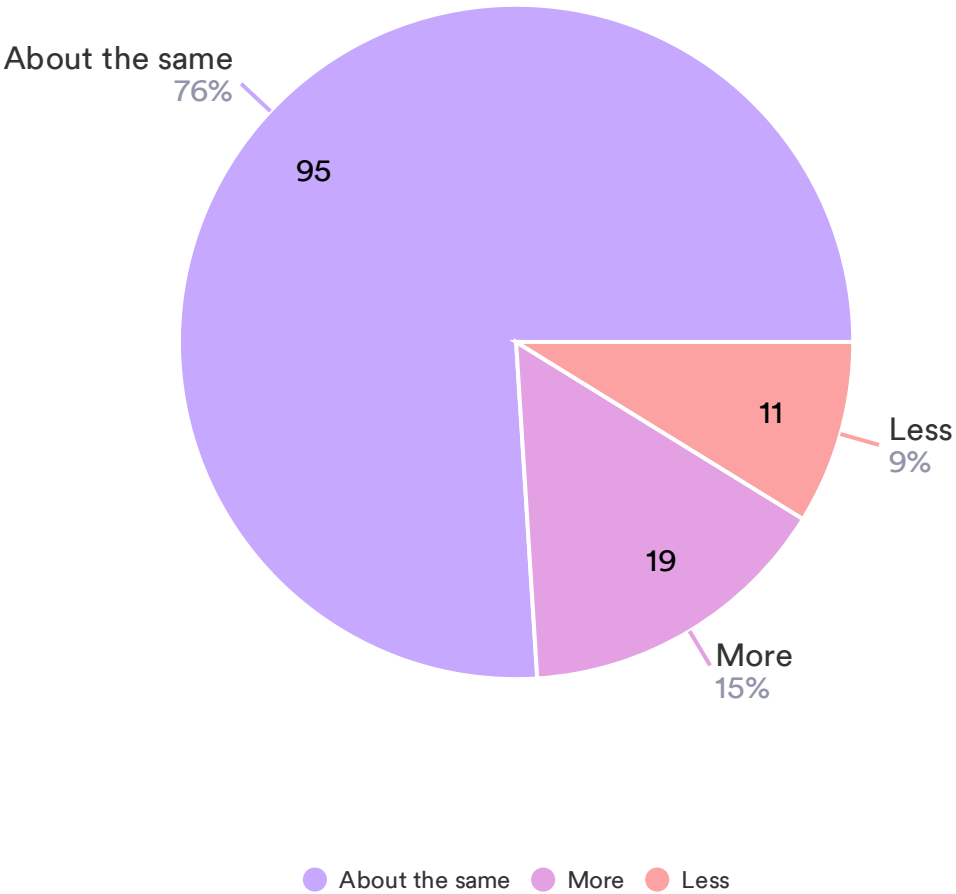
Did you report the damages to your local police or fire departments or to an emergency management agency?

81 Responses



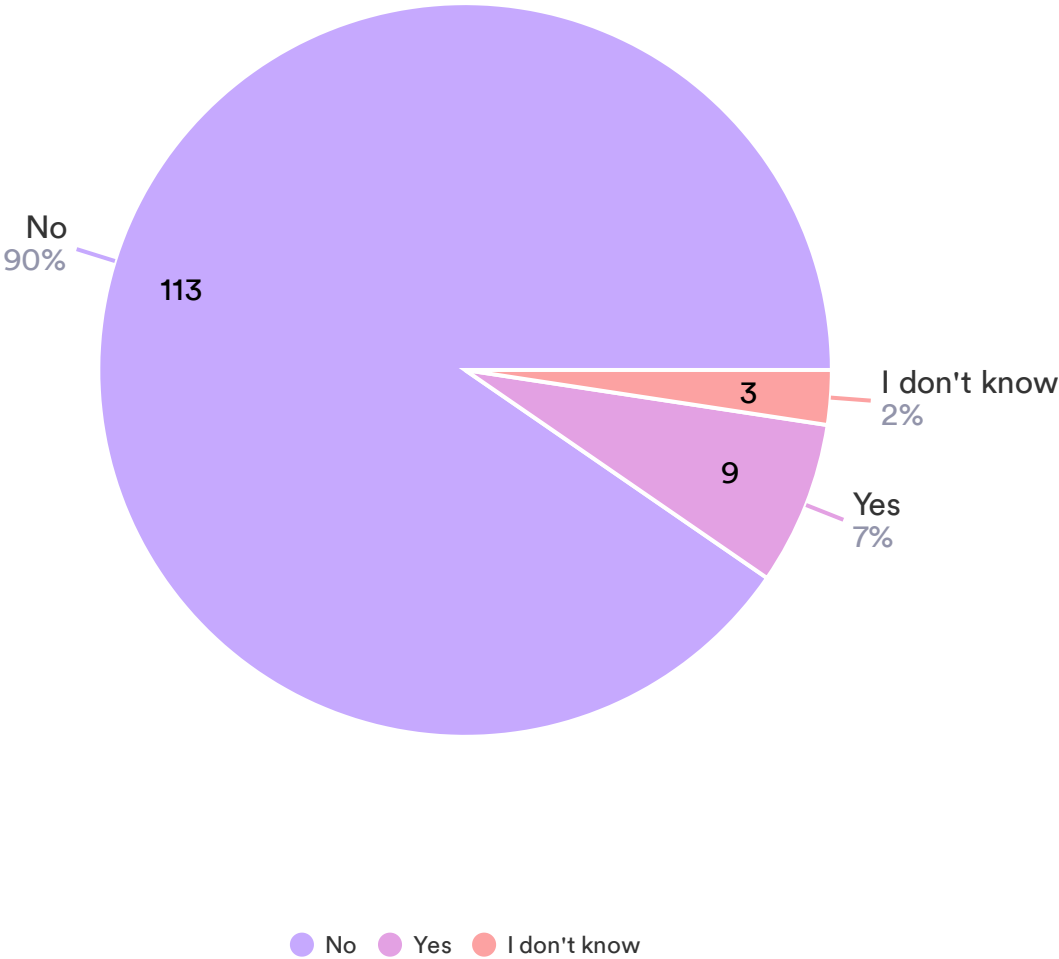
Is your property about the same, less, or more prone to flooding now than it was 5 years ago?

125 Responses



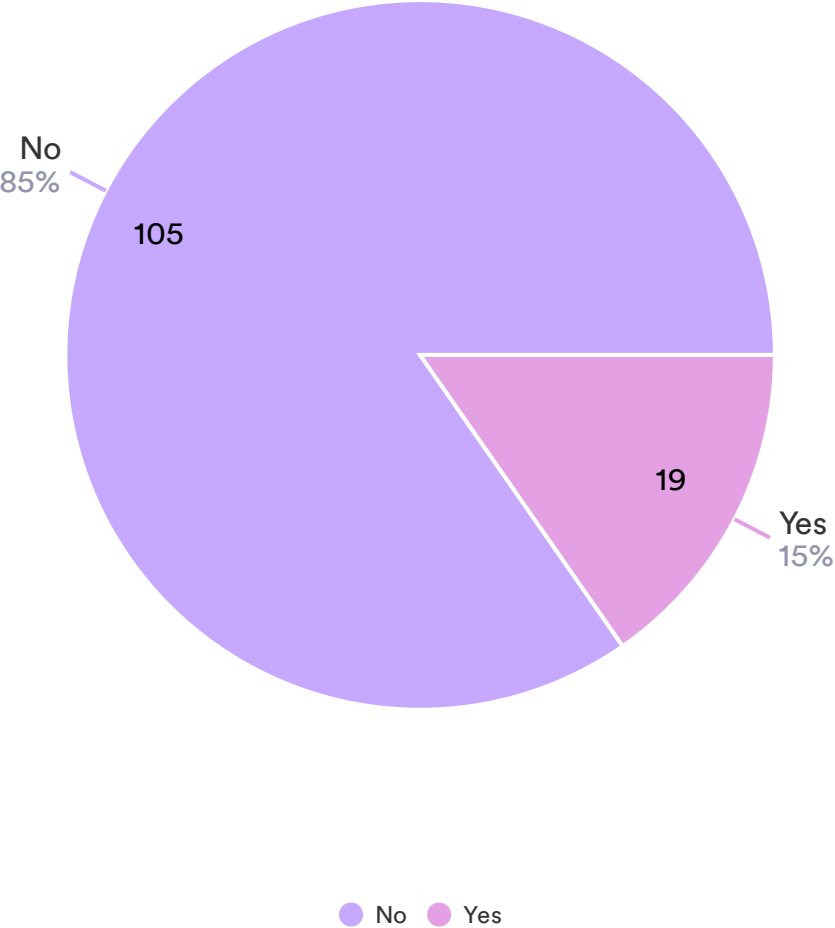
To the best of your knowledge, is your property located in a designated floodplain or special flood hazard area?

125 Responses



Do you have flood insurance through the National Flood Insurance Program?

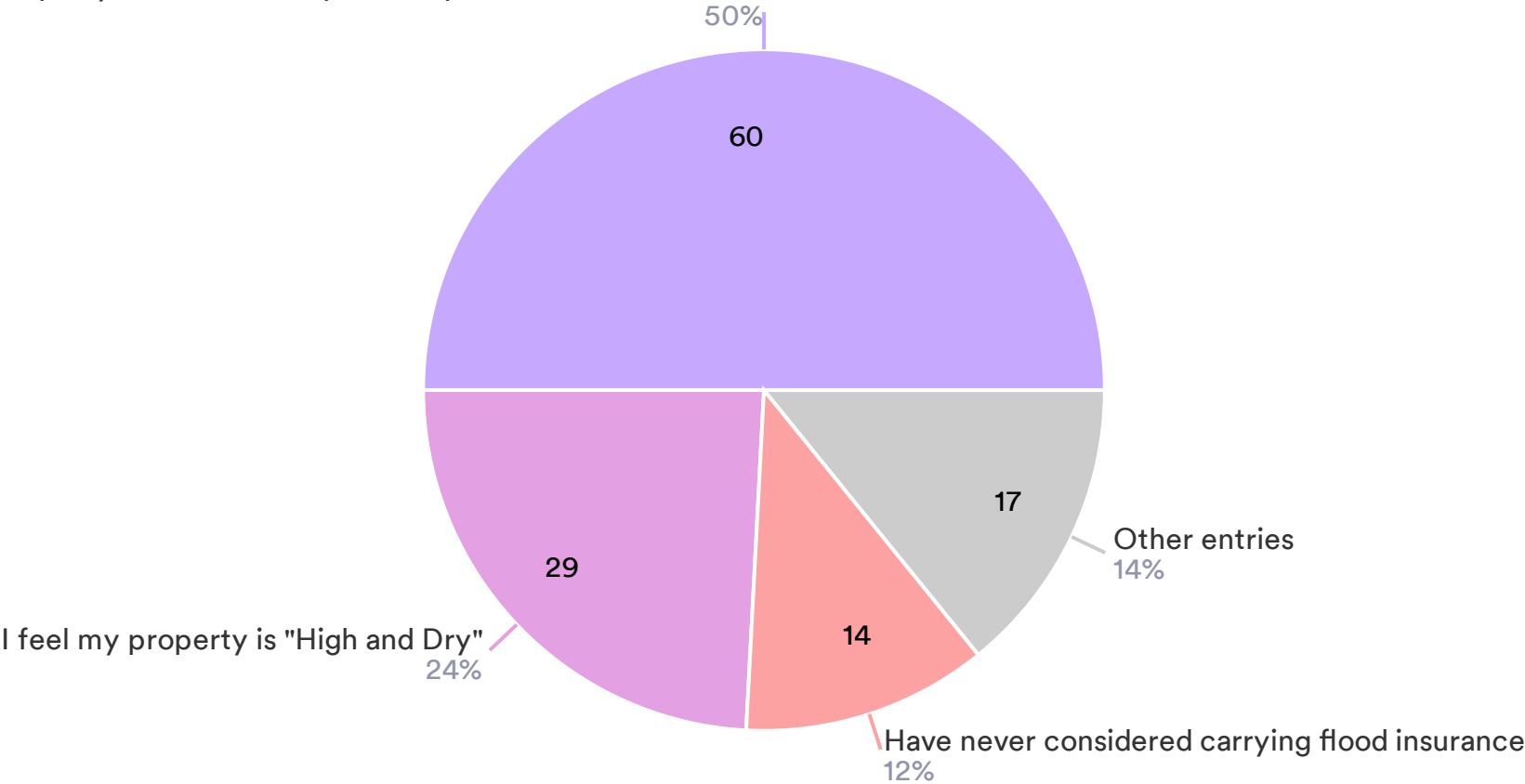
124 Responses



If you do not have flood insurance, please select the reasons that may apply.

120 Responses

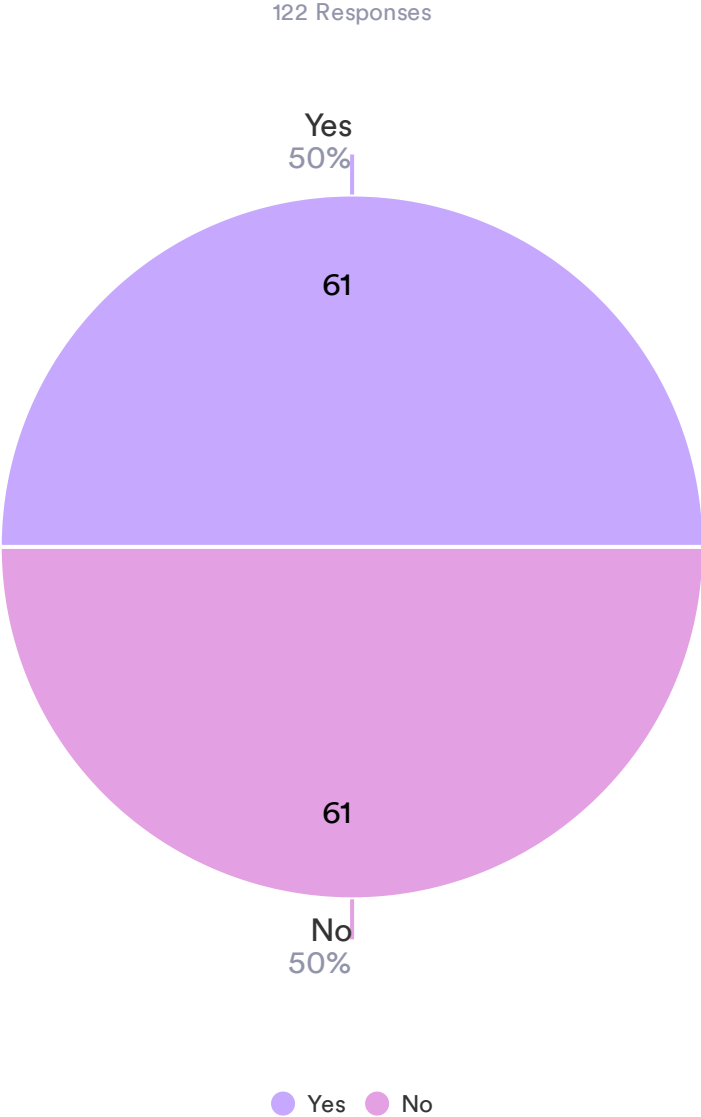
Property is not in a floodplain or special flood hazard area



● Property is not in a floodplain or special flood hazard area ● I feel my property is "High and Dry" ● Have never considered carrying flood insurance ● Other entries



Have you taken any actions to make your home or community more resilient to hazards?



Please specify what actions you have taken to make your home or community more resilient to hazards?

56 Responses

| Data                                                                                                                                                                                                                                                                                                                                               | Responses |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Home: detailed emergency preparedness. Community: member of Community Emergency Response Team (CERT).                                                                                                                                                                                                                                              | 1         |
| We purchased a small generator, have an emergency supply of food that doesn't need fuel to cook. We keep a supply of water on hand with blankets and emergency supplies in case of outage. We put a new roof on our home and added more insulation. We made some changes in our landscaping to help drain our yard when we experience heavy rains. | 1         |
| we have a generator to support critical home needs                                                                                                                                                                                                                                                                                                 | 1         |
| When we bought our land we did a lot of grade work, and continue to maintain our land so that water flows to the lake without causing flooding.                                                                                                                                                                                                    | 1         |
| Removed large trees.                                                                                                                                                                                                                                                                                                                               | 1         |
| We have retention walls                                                                                                                                                                                                                                                                                                                            | 1         |
| Home generator due to repeat loss of power                                                                                                                                                                                                                                                                                                         | 1         |
| Dug a French drain, use water absorbing barriers,                                                                                                                                                                                                                                                                                                  | 1         |
| Created areas for water to run off. Reported when trees were a danger to power lines. Maintained landscaping. Invested in better windows. Sealed home.                                                                                                                                                                                             | 1         |
| Generator                                                                                                                                                                                                                                                                                                                                          | 1         |
| Removing trees that are within the fall zone of my house.                                                                                                                                                                                                                                                                                          | 1         |
| Keep pasture edges clear of brush and debris for defensive space                                                                                                                                                                                                                                                                                   | 1         |

## Please specify what actions you have taken to make your home or community more resilient to hazards?

56 Responses

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Replaced pipes with pex and insulation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1 |
| Built cinder block wall around storm drain that surges, but it has collapsed several times due to the volume and force of the water. Boards and cinder blocks line the front of my property, but they too have washed away due to the force of the flash flood.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |
| Fire: the house is made of metal, put screen around perimeter of porch and cut down trees in a wider ring around the compound. Freeze: insulated the exterior pipes for the first flush on the water tanks, added additional insulation to the exterior wall of the guest house where a freeze burst had occurred, insulated the pump house. Lightening: the metal garage took a strike and popped all the circuit breakers, so we installed a lightening rod Power: we are off grid but added more panels and additional battery storage due to the unusually high number of cloudy days and the Saharan Dust. Water issues: we installed two 5000 gallon tanks for household use and a 1000 gallon tank for the garden. No problems. | 1 |
| French drains installed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 |
| Trees removed, property cleaned up all thing wind and waterproofed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 |
| Defensible space.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 |
| trees cut down close to house                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1 |
| Replacing copper pipes when they burst with pex pipe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1 |
| Cut the fire line back away from the structure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 |
| Maintain foundations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 |
| The City is constantly doing projects to reduce chances of hazards from a variety of sources. We spend millions of dollars a year doing so.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1 |
| New fencing Insulation Tree clearing Some gravel Relocating farm animals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1 |



Please specify what actions you have taken to make your home or community more resilient to hazards?

56 Responses

|                                                                                                                                                                                                                                                                       |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Insulation in attic, Insulation around pipes, maintenance on equipment                                                                                                                                                                                                | 1 |
| Remove debris blocking run off. Remove fallen trees to repair fencing.(this is major challenge currently)<br>Improve rain drainage away from building.                                                                                                                | 1 |
| Posting warning and watches on social media and preparedness information                                                                                                                                                                                              | 1 |
| Home. Pipes. Landscaping.                                                                                                                                                                                                                                             | 1 |
| Use best management practices in forest and pastures. We have irrigation around house. Siding is cement board. Roofs are metal.                                                                                                                                       | 1 |
| Drainage improvement to property                                                                                                                                                                                                                                      | 1 |
| Whole home generator                                                                                                                                                                                                                                                  | 1 |
| Steel roof                                                                                                                                                                                                                                                            | 1 |
| I voted for the Democratic candidate in every election- local, state, national. GOP leaders are demonstrably unable to respond to, prepare for, or even be concerned with the hazards in our community. That is, unless the answer could be construed as "more guns". | 1 |
| Had heavy duty metal roof installed on my house.                                                                                                                                                                                                                      | 1 |
| Metal roof to protect against wind and hail                                                                                                                                                                                                                           | 1 |
| Lanscaping                                                                                                                                                                                                                                                            | 1 |
| storm windows, french drain, cut tops of trees out, a generator                                                                                                                                                                                                       | 1 |
| Solar panels will be installed soon                                                                                                                                                                                                                                   | 1 |

Please specify what actions you have taken to make your home or community more resilient to hazards?

56 Responses

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| I have installed a French drain system to move the water out and down, away from the house towards the culvert area and the cities drainage area. I have also tried to fill in all low areas that were damaged by runoff from the city's streets and build up the natural drainage area back to what it was originally like before the runoff issues. The restoration helped a little but did not fix the problem, the runoff is so much that we have to fix the problems after every hard rain cycle. | 1 |
| Clean gutters, clean ditches, inspect roof,                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1 |
| glycol added to chill water systems for freeze protection, soil removal/moving to allay flooding                                                                                                                                                                                                                                                                                                                                                                                                       | 1 |
| Back up generator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 |
| Fire Wise Community                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 |
| Had the house re-plumbed. Replaced all the copper pipes with plex pipe.                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 |
| Upgraded insulation to piping, purchased a generator,                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 |
| Adding gutters, downspouts. Serious monitoring of these as well as our French drain for blockages which might cause flooding. Addition of a fence to "corral" runoff.                                                                                                                                                                                                                                                                                                                                  | 1 |
| Trenches, anchor walls and roof                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |
| Keep brush away from home                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1 |
| Purchased and installed NOAA All Hazards Radios in the first and second story.                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 |
| Cleared 20' around house                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1 |
| Cleared underbrush                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1 |



## Please specify what actions you have taken to make your home or community more resilient to hazards?

56 Responses

|                                                                                                                                                                       |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Fire Wise Community                                                                                                                                                   | 1 |
| Had the house re-plumbed. Replaced all the copper pipes with plex pipe.                                                                                               | 1 |
| Upgraded insulation to piping, purchased a generator.                                                                                                                 | 1 |
| Adding gutters, downspouts. Serious monitoring of these as well as our French drain for blockages which might cause flooding. Addition of a fence to "corral" runoff. | 1 |
| Trenches, anchor walls and roof                                                                                                                                       | 1 |
| Keep brush away from home                                                                                                                                             | 1 |
| Purchased and installed NOAA All Hazards Radios in the first and second story.                                                                                        | 1 |
| Cleared 20' around house                                                                                                                                              | 1 |
| Cleared underbrush                                                                                                                                                    | 1 |
| Drains, swales and retaining walls                                                                                                                                    | 1 |
| insulated water pipes. would purchase natural gas generator but can't afford it - elderly retired.                                                                    | 1 |
| Bought a generater and portable heaters, bottled water on hand, purchased tent, sleeping bag, pellet camp stove, started storing food that doesnt need cooking.       | 1 |
| PVC pipe was removed. Galvanized pipe was replaced with pex. About to replace shingles with "architectural" shingles.                                                 | 1 |
| Have aided residents in following the building plans for building in flood plains. Have worked to aid residents in drainage issues.                                   | 1 |

# Hazard Mitigation Plan Survey

Please identify any specific vulnerabilities that you are aware of in your community/city/county (e.g., flood-prone areas or properties, critical facilities that lack a backup power source, etc.) List street names and other specific location identifiers if possible.

52 Responses

| Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Responses |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| flood-prone area near the Trinity River and Bedias Creek.                                                                                                                                                                                                                                                                                                                                                                                                                     | 1         |
| Power outages are too numerous in Elkins Lake, Huntsville.                                                                                                                                                                                                                                                                                                                                                                                                                    | 1         |
| Power lines are an issue                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1         |
| New single-home development at end of y street (Wellington Drive) has caused major erosion, silt overruns in sewers, flood damage, etc. State Environmental office has investigated. Development is called The Woods at Elkins Lake.                                                                                                                                                                                                                                          | 1         |
| Wesley Grove W - ditches not proposed dredged Hwy 30 W- flooding due to ditches and drains not cleaned                                                                                                                                                                                                                                                                                                                                                                        | 1         |
| Power loss of my home. I can't afford a generator.                                                                                                                                                                                                                                                                                                                                                                                                                            | 1         |
| No facilities were available while my power was down. I live on Royal Oaks Street in Huntsville.                                                                                                                                                                                                                                                                                                                                                                              | 1         |
| Lack of drainage, over flow of pond drains between Sleepy Hollow Cir and Holly Springs. This causes lots of erosion in my backyard that has led to foundation problems                                                                                                                                                                                                                                                                                                        | 1         |
| Elkins Lake area. Street flooding, power loss, homes being built in areas subject to potential flooding or blocking lanes of water run off                                                                                                                                                                                                                                                                                                                                    | 1         |
| I live at the bottom of the small avenues hill between the duck pond and 45. All the water runs down hill and into my house.                                                                                                                                                                                                                                                                                                                                                  | 1         |
| Poor maintenance of power lines throughout town. Allows overgrowth and invasive species to take over- George Russel's properties and Smither park Lacks a TNR program to keep cat populations in control. This invasive species destroys the natural ecosystem and spreads ticks and fleas into yards. Sam Houston State University floods every time it rains. Drainage does not get cleared to allow rain to go down. University does not have water run off for sidewalks. | 1         |



## Hazard Mitigation Plan Survey

Please identify any specific vulnerabilities that you are aware of in your community/city/county (e.g., flood-prone areas or properties, critical facilities that lack a backup power source, etc.) List street names and other specific location identifiers if possible.

52 Responses

Need tornado sirens

1

More businesses need backup power

1

Wild fire risk through out the rural areas of the county.

1

Water and electricity loss due to severe weather, cold, storms

1

Flooding occurs at 2156 and 2157 Greentree Dr., Huntsville, TX. Street drainage from Wheatstone Dr., Bershire Dr., and possibly Groveshire Dr. flows downhill, to Wheatstone cul-du-sac, jumps the curb through the property at or near 2132 Wheatstone through the lot at 2157 Greentree Dr., floods Greentree which then overflows into the property at 2157 Greentree Dr. It also submerges both an Entergy high voltage electrical box and a Sudden Link box. Heavy debris flows with the water and is dumped at 2157 Greentree along with snakes and roaches, etc.

1

All of Riverside, Trinity, Onalaska, Livingston, and other communities surrounding Lake Livingston are under boil water notices more and more often for longer durations. Also, wells are going brackish. We chose to rely 100% on purified rain water and it has been the right choice. We have 11,000 gallons of storage capacity for home and gardens and we've never come close to running out, even in the drought. City and county buildings should look into this option. After the initial capital outlay there is very little operating cost.

1

We live on 75 & our house is dry but our land is saturated when it rains. The country is currently working to help the flow, but I've seen zero improvement. The water has gone over 75 just north of 2798, causing the road to be closed (twice) since we've lived here. I feel bad for my neighbors. Their property at 75 & 2798 flash floods too

1

Beginning of main street floods significantly

1

Vulnerable to loss of power, and extreme cold. Lake Kingston Heights subdivision in Riverside.

1

Hospital lacks sufficient emergency backup power source.

1

Please identify any specific vulnerabilities that you are aware of in your community/city/county (e.g., flood-prone areas or properties, critical facilities that lack a backup power source, etc.) List street names and other specific location identifiers if possible.

52 Responses

|                                                                                                                                                                                                                                                                                                                                                         |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Woodland Drive due to county placing large culvert under roadway this area tends to not drain properly and few times has come over the roadway.                                                                                                                                                                                                         | 1 |
| Rising creek water flooding my property Ranch acres dr Huntsville 77340                                                                                                                                                                                                                                                                                 | 1 |
| The area close floods fairly frequently.                                                                                                                                                                                                                                                                                                                | 1 |
| Too many to list. All are included in the current hazard mitigation plan.                                                                                                                                                                                                                                                                               | 1 |
| Fm1791 constantly flooding Walker Loop                                                                                                                                                                                                                                                                                                                  | 1 |
| Bowden Road in Walker Co. was mostly paved in Precinct 2 15 years ago. It has not been maintained and is now a dirt road. It floods over the bridge at Robinson Creek and is extremely narrow for schoolbus travel. Many years ago the school bus went off the road when the creek flooded and the kids had to be rescued. It is a very hazardous road. | 1 |
| Town creek is silting filled. Community of Riverside is very vulnerable. Good Shepherd Mission needs natural gas generator due to 61 beds and feeding site and food bank.                                                                                                                                                                               | 1 |
| Lack of notification at the county level, no sirens for storms                                                                                                                                                                                                                                                                                          | 1 |
| New neighborhoods cause running water flow through our creek. 1375 west from Waverly place over 1375 to Dana and Hostetter Rd. Thanks                                                                                                                                                                                                                   | 1 |
| Elkins Lake area floods often when it rains but it usually will go down fairly quick.                                                                                                                                                                                                                                                                   | 1 |
| I live on acreage outside of the Huntsville city limits but within 2 miles, surrounded by national forest which has never been burned in the 65 years my family has lived here. If it should catch on fire not only my home but the homes of people who live in the city will possibly catch on fire.                                                   | 1 |
| Sole local radio station has no backup power source                                                                                                                                                                                                                                                                                                     | 1 |



Hazard Mitigation Plan Survey

Please identify any specific vulnerabilities that you are aware of in your community/city/county (e.g., flood-prone areas or properties, critical facilities that lack a backup power source, etc.) List street names and other specific location identifiers if possible.

52 Responses

|                                                                                                                                                                                                                                                                                                      |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Another generator needed to guarantee water during extended storm damage (Phelps Water Supply)                                                                                                                                                                                                       | 1 |
| The Texas power grid is fragile & unreliable. The Houston/Galveston area is not hardened for severe weather/hurricanes/chemical industry infrastructure terrorism. The overflow/ migration of people/hazards from that area to Walker county will be significant in the event of disaster/terrorism. | 1 |
| None that I know of.                                                                                                                                                                                                                                                                                 | 1 |
| Elkins lake area-specifically river oaks Dr by Azaella park, as well as Greenbriar dr. By the Olympic pool.                                                                                                                                                                                          | 1 |
| Down electrical lines                                                                                                                                                                                                                                                                                | 1 |
| I am not sure of a plan for backup power sources in my city and I am sure there are too many areas to name that have the same issues I am having with city drainage.                                                                                                                                 | 1 |
| Deep River Plantation (Walker County Precinct 3), Obannon Rd (Walker County Precinct 3), Thomas Lake Rd (Walker County Precinct 3) All flooding.                                                                                                                                                     | 1 |
| 102 tam road                                                                                                                                                                                                                                                                                         | 1 |
| Hey 30 and 75N                                                                                                                                                                                                                                                                                       | 1 |
| Sandy Creek carries sediment into our subdivision and Lake Conroe from development up steam.                                                                                                                                                                                                         | 1 |
| I live in Texas Grand Ranch which is heavily forested and surrounded by Huntsville State Park and Sam Houston National Forest making us vulnerable to wildfires.                                                                                                                                     | 1 |
| Lack of reliable power because of the Texas grid in general. Lack of reliable, safe, clean drinking water from Riverside Superior Water.                                                                                                                                                             | 1 |
| Aging infrastructure in general: storm drains/sewers. Electricity poles that are right on the edge of streets are vulnerable to being hit by cars.                                                                                                                                                   | 1 |



Hazard Mitigation Plan Survey

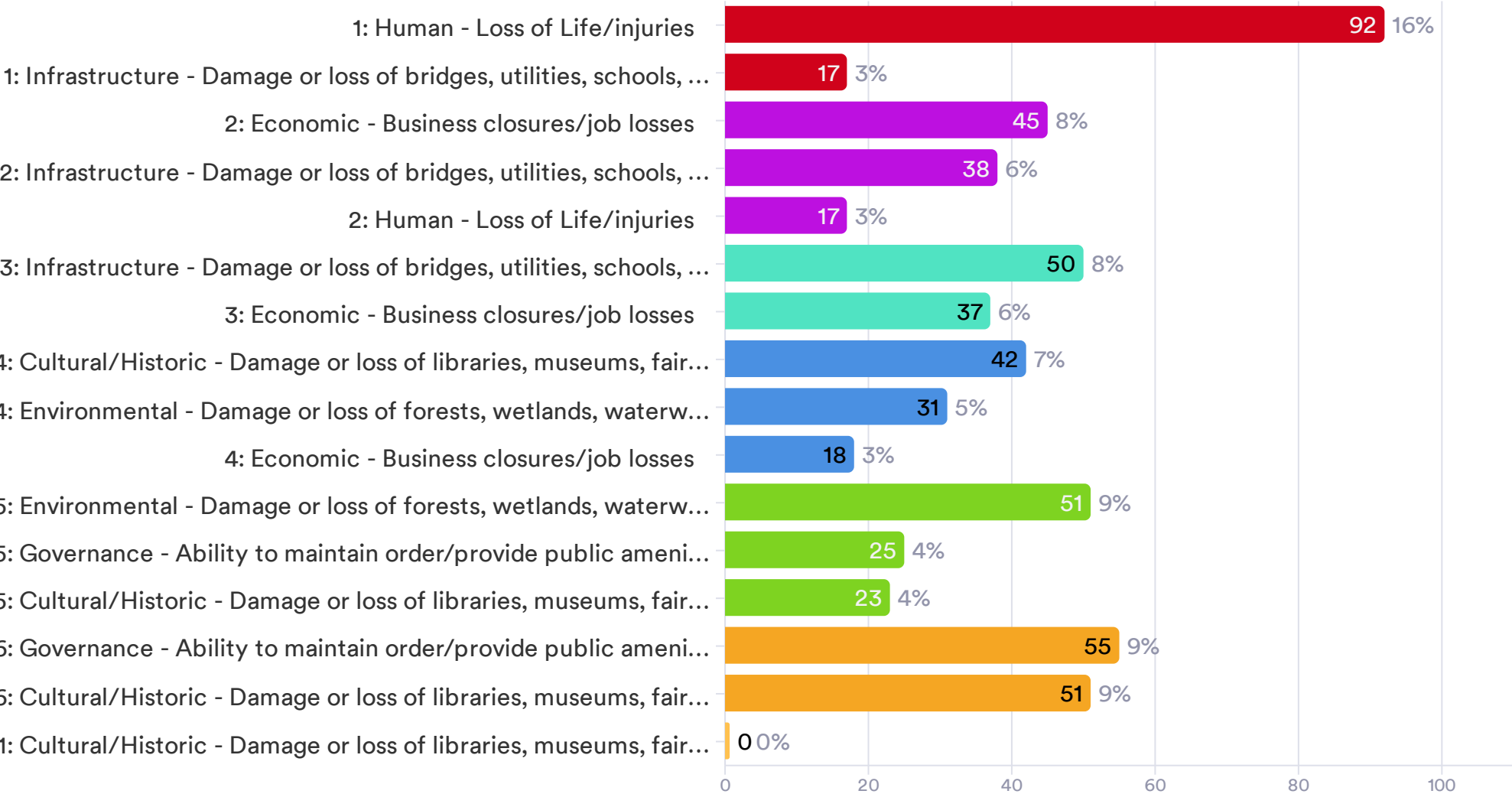
Please identify any specific vulnerabilities that you are aware of in your community/city/county (e.g., flood-prone areas or properties, critical facilities that lack a backup power source, etc.) List street names and other specific location identifiers if possible.

52 Responses

|                                                                                                                                                                                                                                                                                                                  |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Deep River Plantation (Walker County Precinct 3), Obannon Rd (Walker County Precinct 3), Thomas Lake Rd (Walker County Precinct 3) All flooding.                                                                                                                                                                 | 1 |
| 102 tam road                                                                                                                                                                                                                                                                                                     | 1 |
| Hey 30 and 75N                                                                                                                                                                                                                                                                                                   | 1 |
| Sandy Creek carries sediment into our subdivision and Lake Conroe from development up steam.                                                                                                                                                                                                                     | 1 |
| I live in Texas Grand Ranch which is heavily forested and surrounded by Huntsville State Park and Sam Houston National Forest making us vulnerable to wildfires.                                                                                                                                                 | 1 |
| Lack of reliable power because of the Texas grid in general. Lack of reliable, safe, clean drinking water from Riverside Superior Water.                                                                                                                                                                         | 1 |
| Aging infrastructure in general: storm drains/sewers. Electricity poles that are right on the edge of streets are vulnerable to being hit by cars.                                                                                                                                                               | 1 |
| Several low areas flood some roads flood                                                                                                                                                                                                                                                                         | 1 |
| Wildwood Shores on Lake Conroe. When we lose power, we have no phone service. Our phones only work at home when connected to WiFi. We don't have a landline.                                                                                                                                                     | 1 |
| Sandy Creek is a water source for Lake Conroe and which feeds into the Lake. It is pushing lots of sand into the lake and is creating islands. We believe this is partly do to the development of Texas Grand Ranch as well as the creek has lots of brush and fallen trees from drought in the National Forest. | 1 |
| Frequent power outages. 1506 Greenbriar Dr. Huntsville, TX 77340                                                                                                                                                                                                                                                 | 1 |
| Power grid collapsed immediately in Huntsville during winter storm and took many days to restore.                                                                                                                                                                                                                | 1 |
| Our county has flood prone areas. since there are subdivisions on the Trinity River.                                                                                                                                                                                                                             | 1 |

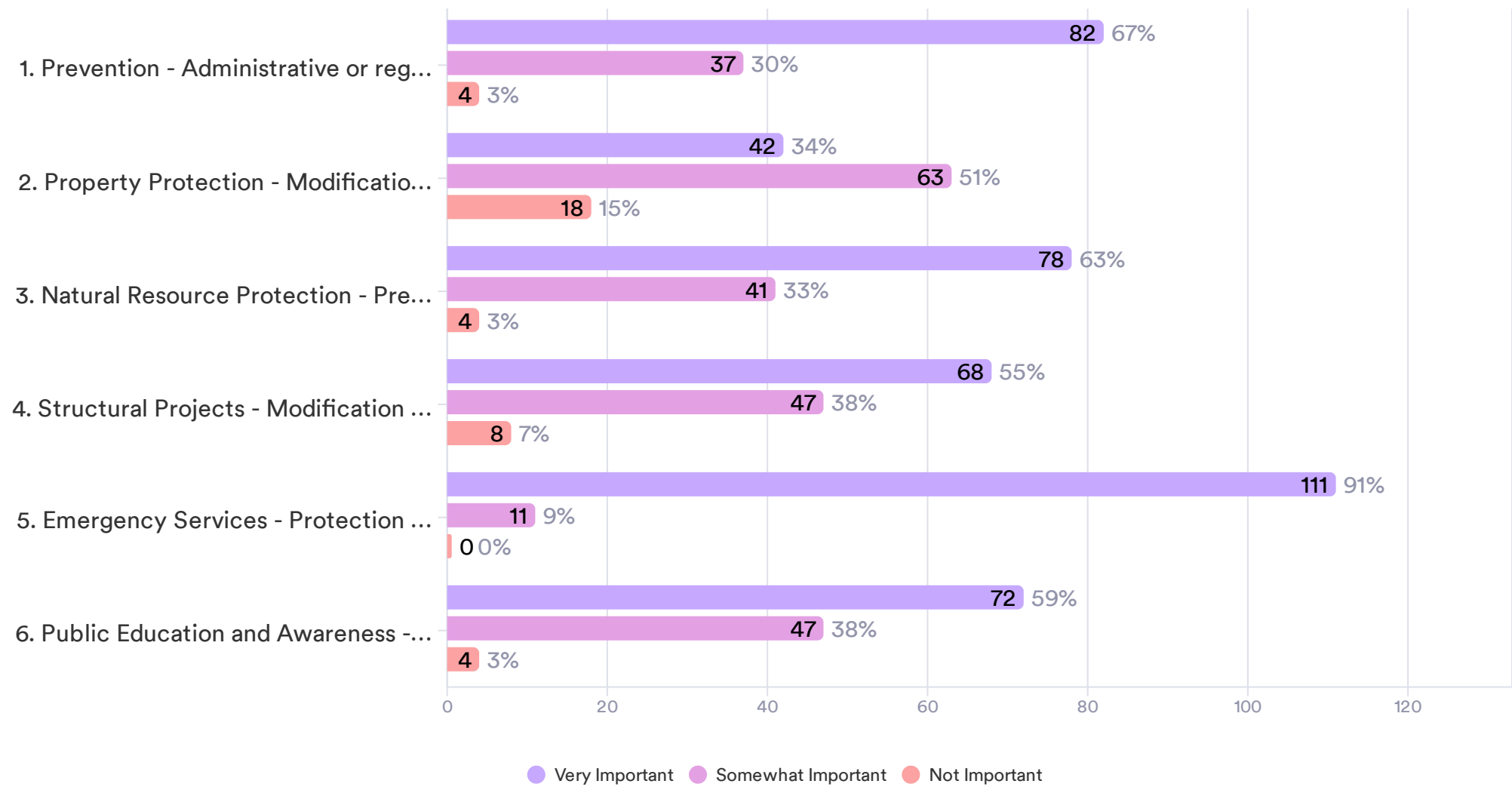
Which of the following categories of community assets do you believe are most susceptible to the impacts caused by hazards? Please rank the below in order of vulnerability with 1 being most vulnerable and 6 being least vulnerable. Drag and drop each category to change your order preference.

592 Responses



Several community-wide activities can reduce our risk from hazards. In general, these activities fall into one of six broad categories. Please tell us how important you think each category below is for your community.

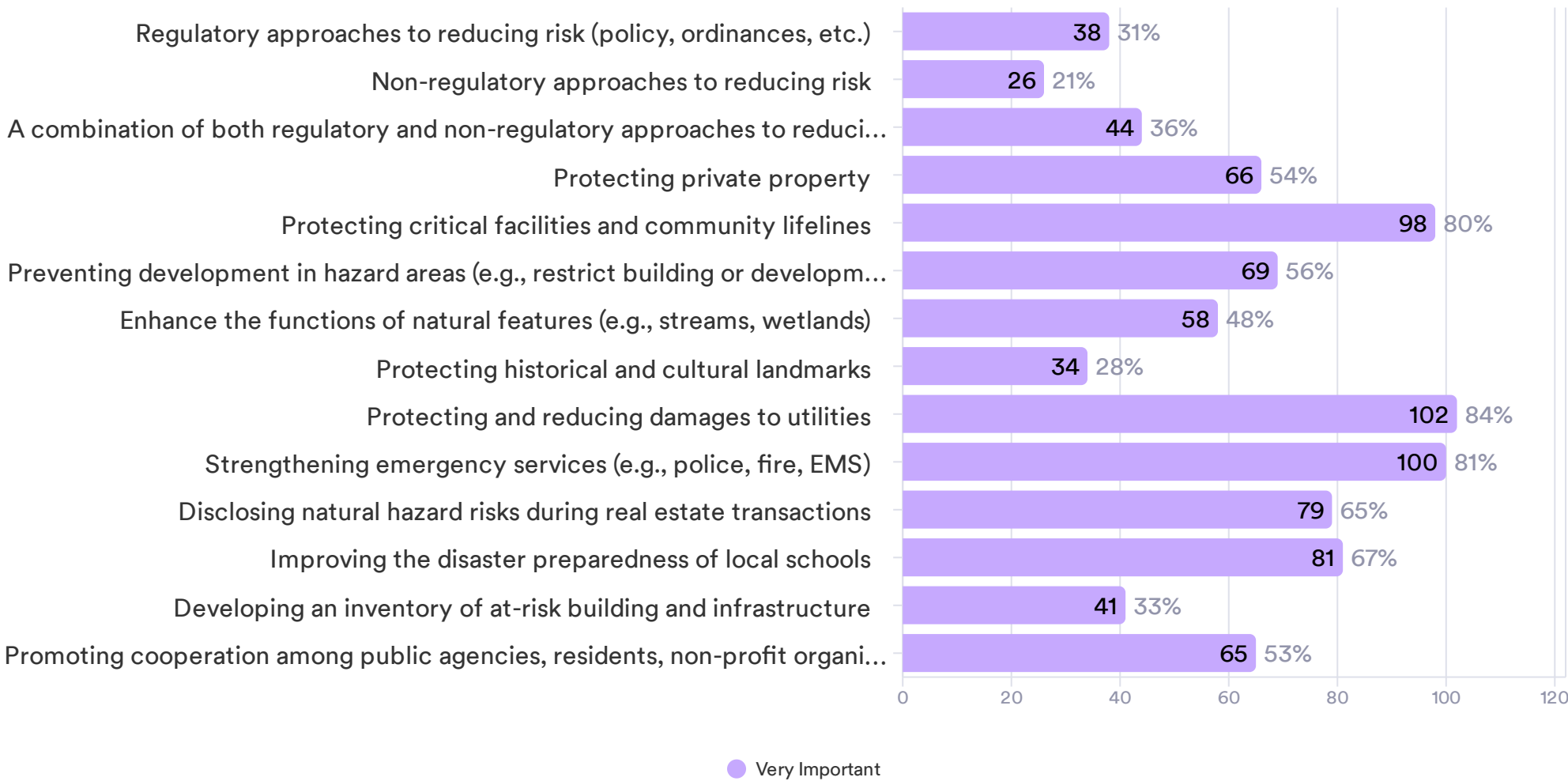
123 Responses



# Hazard Mitigation Plan Survey

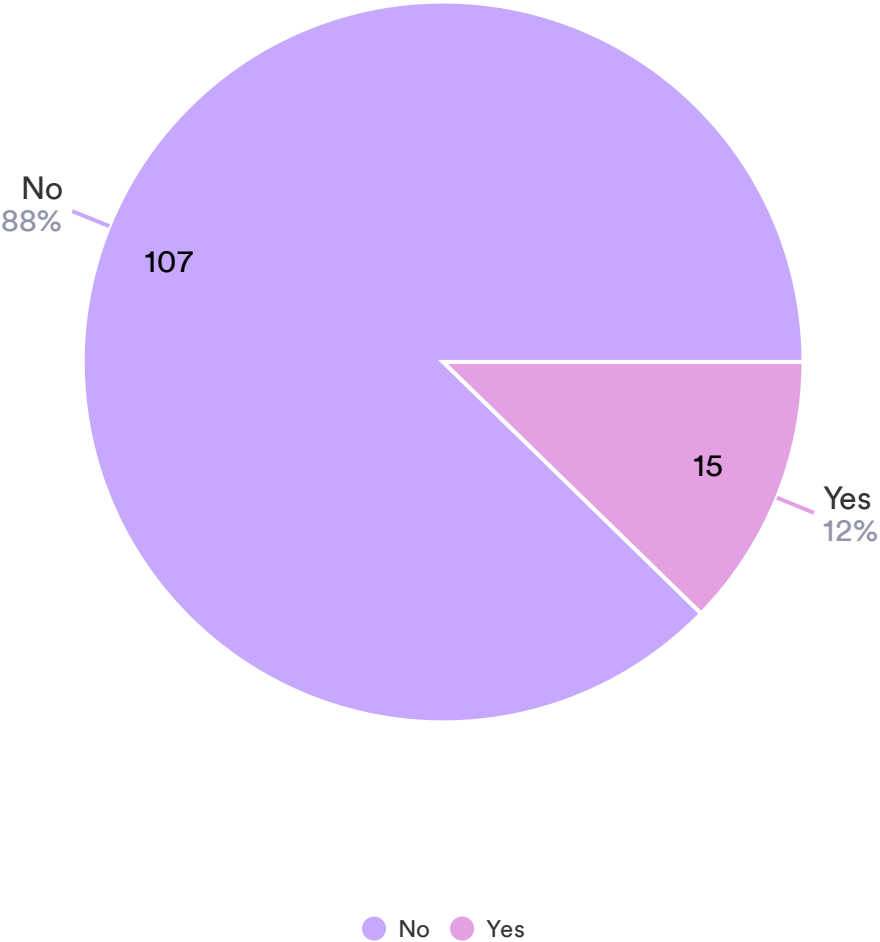
Natural hazards can have a significant impact on a community but planning for these events before they can occur can help lessen the impacts. The following questions will help us determine priorities of our residents regarding planning for natural hazards. Please tell us how important each of the following strategies is to you.

123 Responses



Do you have project ideas for how to protect the community from the impacts of hazards?

122 Responses





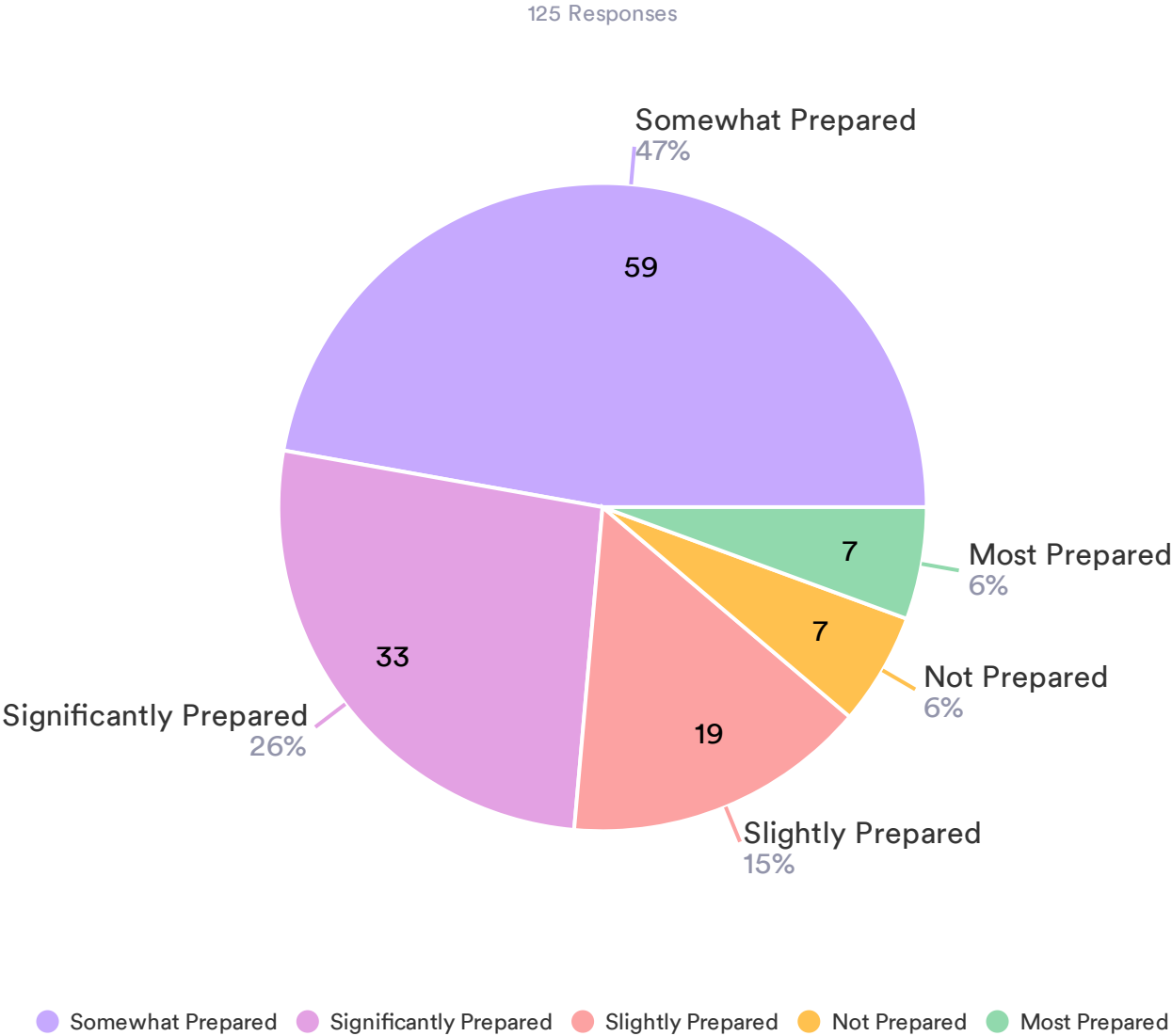
# Hazard Mitigation Plan Survey

Please provide additional details about your project ideas for how to protect the community from the impacts of hazards.

14 Responses

| Data                                                                                                                                                                                                                                                                                                                                                    | Responses |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Underground power lines, flood preventions for developments                                                                                                                                                                                                                                                                                             | 1         |
| Community clean up projects where city and volunteers clean up overgrowth and litter in neighborhoods.                                                                                                                                                                                                                                                  | 1         |
| Utilize significant events in the area to provide scholarly output. Such as football games, and fairs on the square to reach a great audience.                                                                                                                                                                                                          | 1         |
| Increase/initiate training on Ready, Set, Go program and/or similar programs with HOAs, schools, and organizations. Can partner with FDs, T&M FS to do so.                                                                                                                                                                                              | 1         |
| yes. All are included in the current hazard mitigation plan.                                                                                                                                                                                                                                                                                            | 1         |
| Declare Community Holidays with family activities to inform and facilitate better relationships.                                                                                                                                                                                                                                                        | 1         |
| More preparedness information, weather/emergency sirens                                                                                                                                                                                                                                                                                                 | 1         |
| Admit climate change is real, and an imminent threat. Harden the Texas power grid. Build the IKE dike. No more housing developments/ concrete in flood plains. Spend more time developing relationships between political ideologies (compromise, perhaps) and less time demonizing trans kids & immigrants.                                            | 1         |
| Development guidelines                                                                                                                                                                                                                                                                                                                                  | 1         |
| I would take a research-based approach to any project ideas to protect the community from impacts of hazards and base all my ideas off strategies that work. With the local college being in such close vicinity there is no reason we cannot partner with scientist and scholars to come up with plans based on best available data found in research. | 1         |
| Improve roads for emergency vehicles, clean dead trees before a storm arrives, and clean ditches to provide proper drainage. Provide alternate routes for one-way entrance/exit neighborhoods. Establish a EMS facility in Walker County ESD1. Inform citizens of available reporting for damages when they occur and the importance                    | 1         |

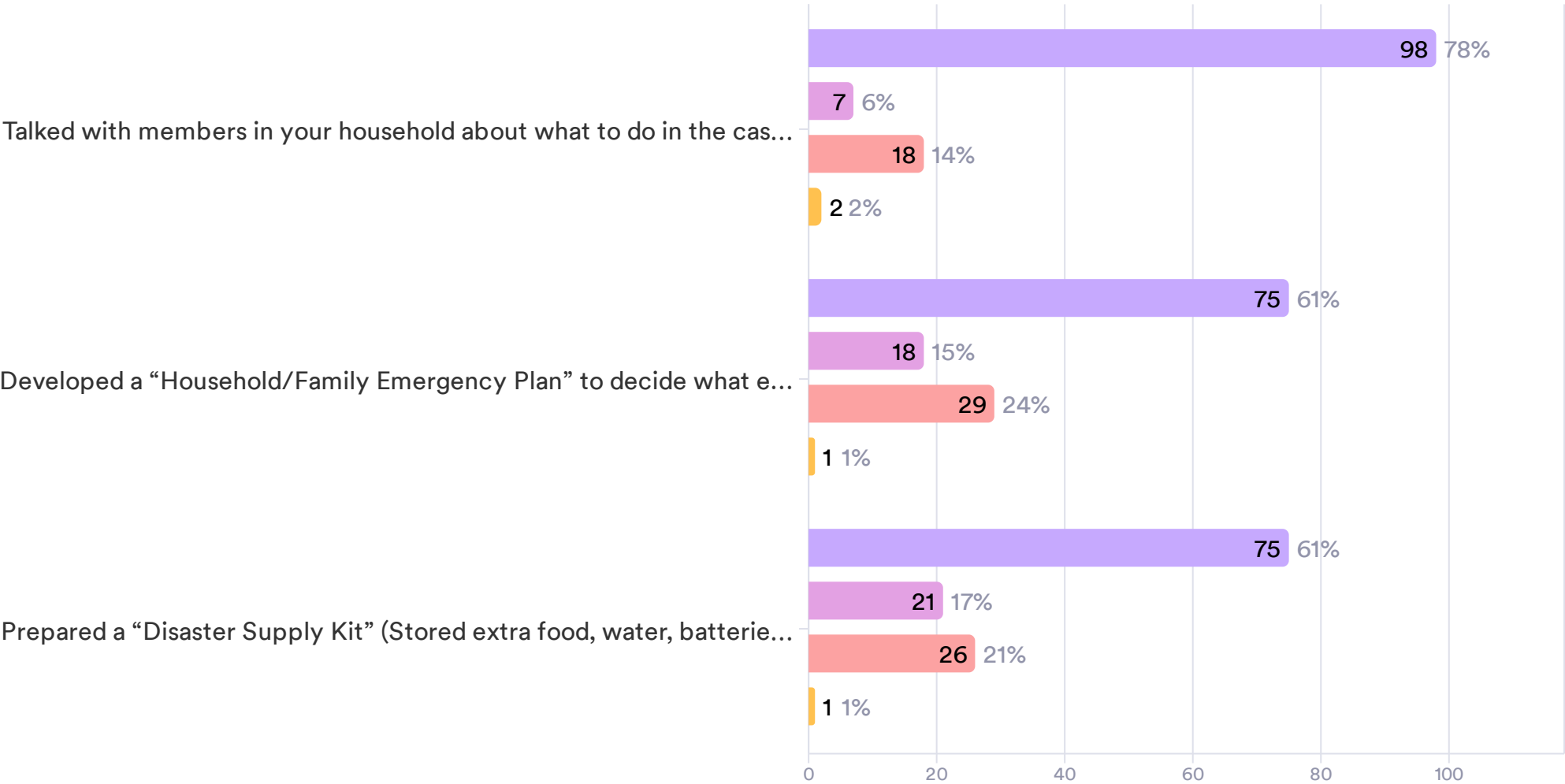
How prepared do you feel your household is to endure the impacts of natural hazard events likely to occur within your community?



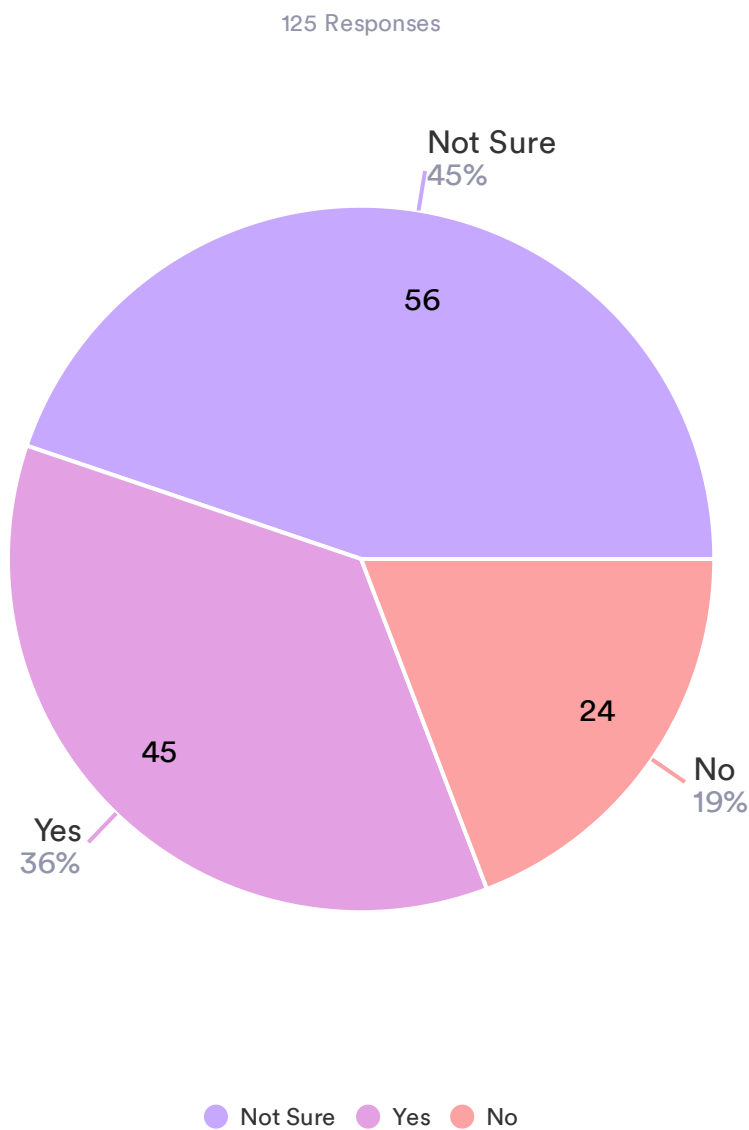
In your household, have you or another member done any of the following:

125 Responses

Have Done Plan to Do Not Done Unable to Do



Do you feel emergency services (fire, ambulance, police, hospital, etc.) are adequately prepared to deal with a disaster in your community/city/county?



# Hazard Mitigation Plan Survey

Briefly explain why you feel emergency services (fire, ambulance, police, hospital, etc.) are not adequately prepared to deal with a natural disaster in your community/city/county.

21 Responses

| Data                                                                                                                                                                                                                                                                                                                                                                                          | Responses |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| They just play, "tit for tat" as quoted by the Police Chief.                                                                                                                                                                                                                                                                                                                                  | 1         |
| Huntsville TX is not part of the modern world. I think it's trapped in the early 2000s                                                                                                                                                                                                                                                                                                        | 1         |
| I have not seen the city ever hold itself accountable for it's actions. I do not think if there were a true natural disaster they would be able to effectively work with emergency services for the benefit and safety of the residents.                                                                                                                                                      | 1         |
| The volunteers are more ready to be seen in newspaper Their body fat composition makes themselves vulnerable to become a victim when under duress                                                                                                                                                                                                                                             | 1         |
| We need more police and EMS services. The rise in illegal immigration puts a strain on law enforcement and takes them away from areas where they are needed.                                                                                                                                                                                                                                  | 1         |
| Rural areas and not enough emergency personnel                                                                                                                                                                                                                                                                                                                                                | 1         |
| There is no access to ambulance service in Riverside. EMS has to come from Trinity or Huntsville.                                                                                                                                                                                                                                                                                             | 1         |
| Mostly volunteer and rarely available.                                                                                                                                                                                                                                                                                                                                                        | 1         |
| Walker County is a small, rural county with a relatively small tax base. Our emergency services are well trained; however, any major incident taxes the resources/equipment relatively quickly. The number of hazardous materials transported through the county via pipelines, IH-45, and railway is significant. Wildland fires are another area that tax resources rather quickly as well. | 1         |
| I do not feel like the emergency services work together in this community.                                                                                                                                                                                                                                                                                                                    | 1         |
| Do to very rapid growth and I-45 & a major east/west intersection, we need more emergency crews... State Sponsored. Why not have State of Texas house and train them for this region?                                                                                                                                                                                                         | 1         |
| Services like these are not up to par with other communities like Harris county.                                                                                                                                                                                                                                                                                                              | 1         |



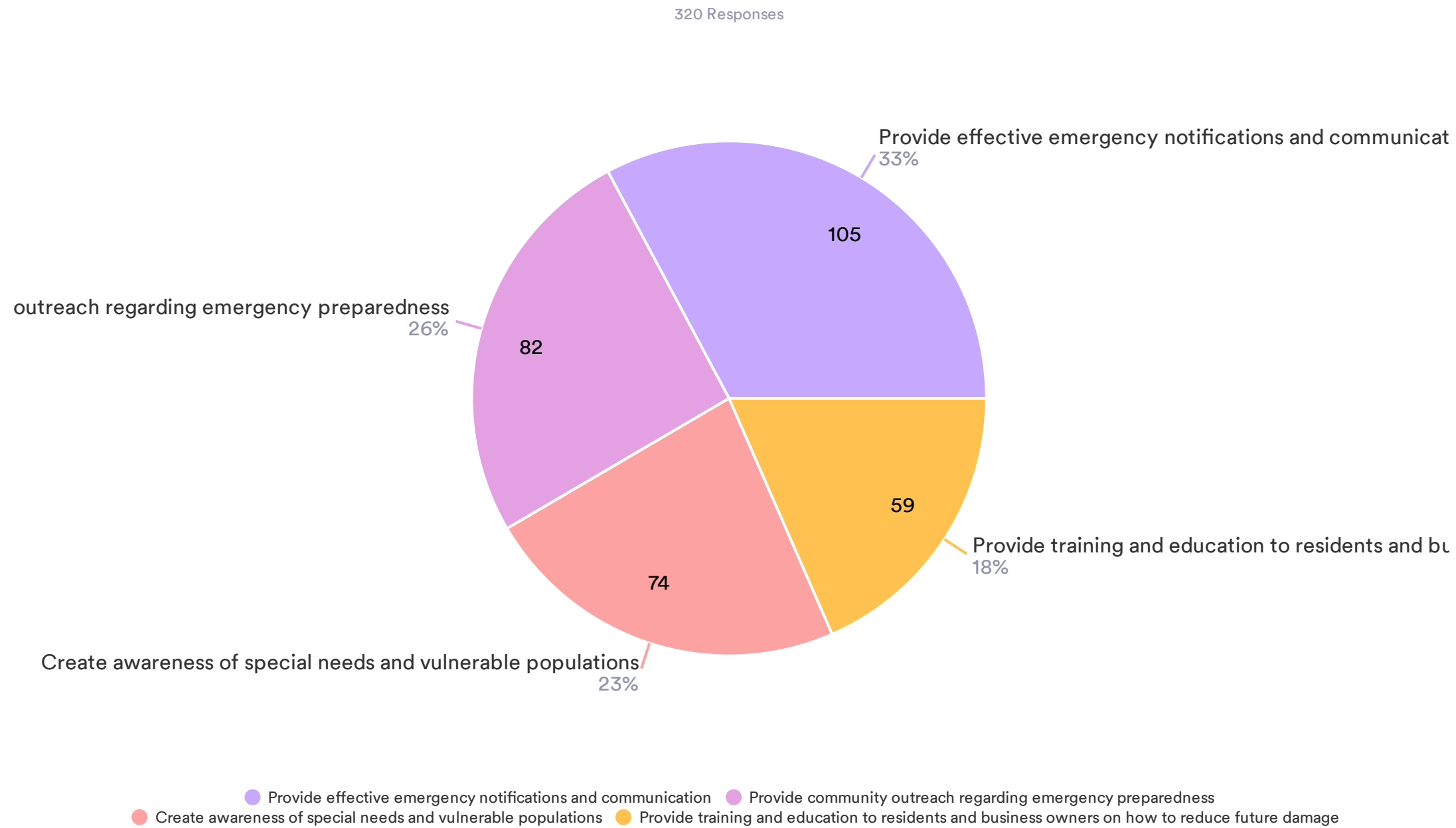
# Hazard Mitigation Plan Survey

Briefly explain why you feel emergency services (fire, ambulance, police, hospital, etc.) are not adequately prepared to deal with a natural disaster in your community/city/county.

31 Responses

|                                                                                                                                                                                                                                                                                                                                                                       |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| trained; however, any major incident taxes the resources/equipment relatively quickly. The number of hazardous materials transported through the county via pipelines, IH-45, and railway is significant. Wildland fires are another area that tax resources rather quickly as well.                                                                                  | 1 |
| I do not feel like the emergency services work together in this community.                                                                                                                                                                                                                                                                                            | 1 |
| Do to very rapid growth and I-45 & a major east/west intersection, we need more emergency crews... State Sponsored. Why not have State of Texas house and train them for this region?                                                                                                                                                                                 | 1 |
| Services like these are not up to par with other communities like Harris county.                                                                                                                                                                                                                                                                                      | 1 |
| They need more and better supplies                                                                                                                                                                                                                                                                                                                                    | 1 |
| County judge not qualified to manage disaster (no experience in Anything like it, no training). Small, historically underfunded hospital system. Much of county relies on volunteer fire departments. Electric grid fragile, unreliable. Water managed by small sud. City, county, state led by people who show no interest in climate change/ disaster preparedness. | 1 |
| Fire department is under staffed and some equipment needs updating                                                                                                                                                                                                                                                                                                    | 1 |
| We would give it our best shot with what we have. We have limited employees/volunteers and resources.                                                                                                                                                                                                                                                                 | 1 |
| I don't trust the city, county, and definitely not the state to help or protect any of us because they did nothing last time                                                                                                                                                                                                                                          | 1 |
| Our fire department is still a partially volunteer based department. The city has grown in size and population, which would impact the ability to respond adequately. A fully paid department is needed.                                                                                                                                                              | 1 |
| To few responders to many people                                                                                                                                                                                                                                                                                                                                      | 1 |
| Volunteer Fire Department and no access to subdivision in the event of flooding. No fire hydrants.                                                                                                                                                                                                                                                                    | 1 |
| we dont have enough first responders to deal with daily events much less disasters                                                                                                                                                                                                                                                                                    | 1 |

How can the county or city help you become better prepared for a disaster? Check all that apply.



How can the county or city help you become better prepared for a disaster? Check all that apply.



OTHER RESPONSES:

Sell basic preparedness items at wholesale cost a few times a year..

Your team needs to be better educated about science and engineering. You need to know better the areas that are prone to flooding. You need an emergency alarm (like a tornado siren.)

Ambulance service in Riverside

Store equipment for trained volunteers in key locations.

Warning system

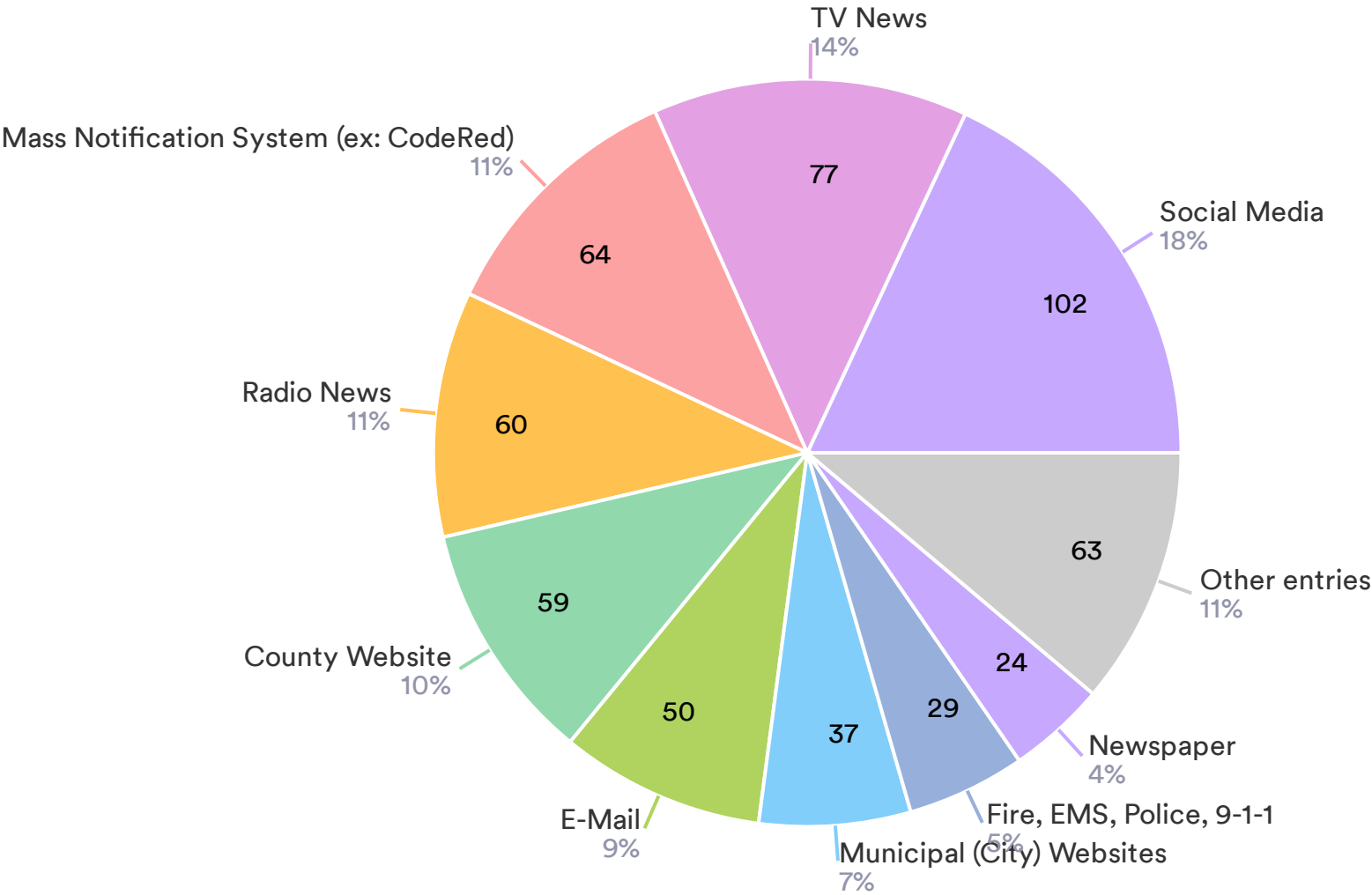
Upgrade, prepare, and protect critical services.

Store emergency supplies in different areas of county that can be purchased in limited quantities in a disaster, or have a plan in place to limit purchases and allow each household an opportunity to buy when needed.

Regulate development, combat climate change with concrete action rather than trusting the market to regulate itself

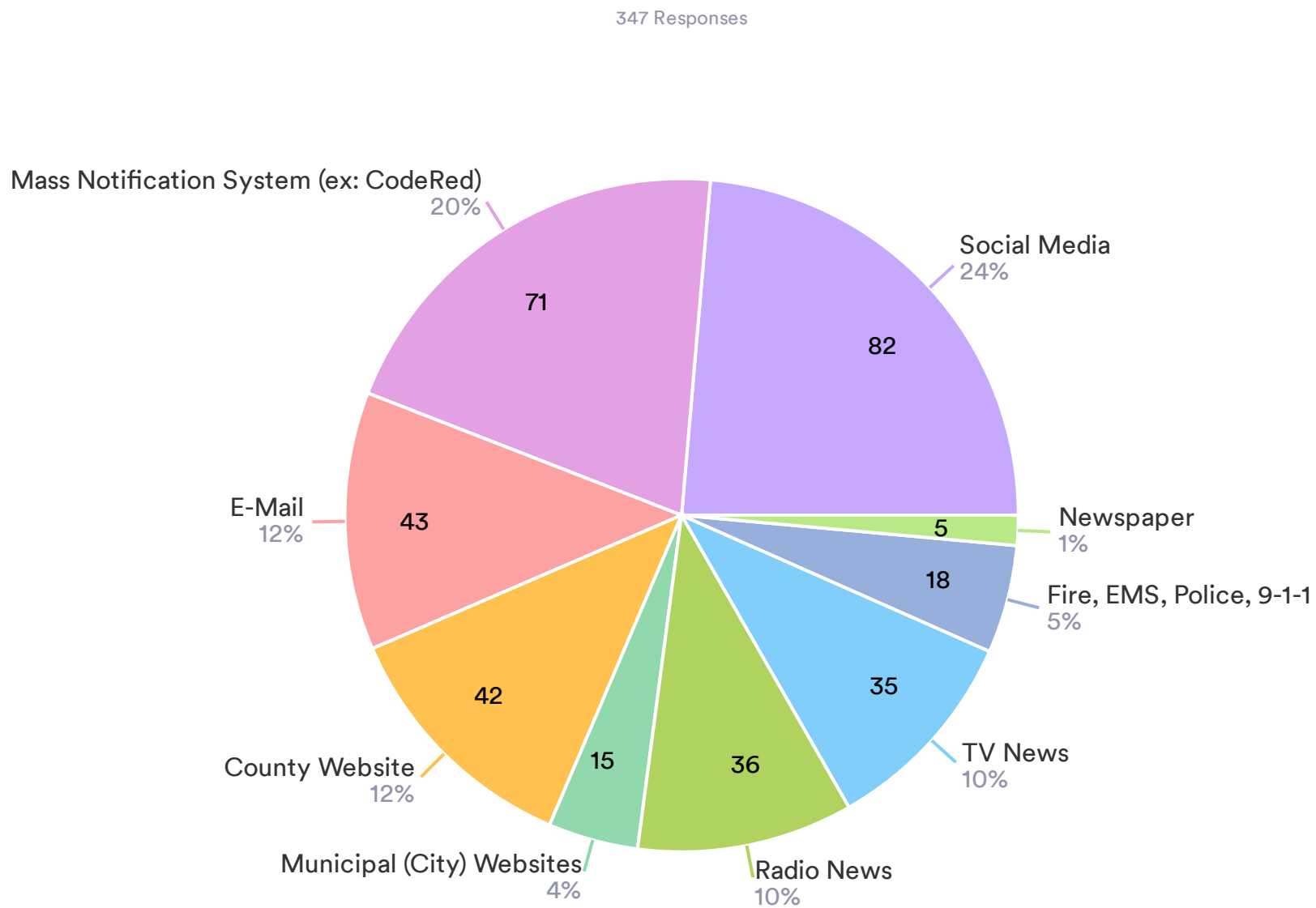
How do you receive your information concerning a disaster? (Check all that apply)

565 Responses



# Hazard Mitigation Plan Survey

Of the communication methods listed, identify the top 3 methods that would be most effective for you to receive information and help to make your household, home, or business safer from disasters. (You may ONLY select 3)





# Hazard Mitigation Plan Survey

Do you have any other comments, questions, or concerns regarding hazard mitigation in Walker County?

16 Responses

| Data                                                                                                                                                                                                                                                                          | Responses |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Concerns regarding vulnerability of power grid                                                                                                                                                                                                                                | 1         |
| When people think of natural disasters they focus on weather or fire. The feral hogs are growing exponentially into a natural, or an environmental disaster. Issues of water are of growing concern to residents around the lake.                                             | 1         |
| The storm shelter was never mentioned in the surge...definitely necessary for people in my community. Several people either live in an RV or trailer.                                                                                                                         | 1         |
| Those who are serving now do love their work and position. We need to support them and add shifts for 24-7 staffing.                                                                                                                                                          | 1         |
| I hope my information helps you design a plan that will benefit our residences.                                                                                                                                                                                               | 1         |
| No additional comments. Walker County does an exceptional job of keeping its community up to date on any and all potential or actual threats.                                                                                                                                 | 1         |
| The office of emergency management needs to update its social media pages for Walker County. Maybe have a person whose job it is to keep the social media and website updated.                                                                                                | 1         |
| I cannot stress the importance of properly educating your employees in modern science.                                                                                                                                                                                        | 1         |
| Walker county is 7th poorest county in state Walker county is also the farthest reach for HGAC and we never get our fair share like the counties surrounding Houston which are mostly direct entitlement                                                                      | 1         |
| Offer grant funds to residents who flood because City will not maintain infrastructure pertaining to surgin storm drain and street flooding. I'd like to build a wall across the front of my house to block the street flooding but cost is prohibitive.                      | 1         |
| Most means of notification require electricity. Many people do not use social media                                                                                                                                                                                           | 1         |
| Already have a thorough hazard mitigation plan in place. Just needs a little updating. Most critical need is funding to pay for the recommended mitigation activities. Many have been on such lists for years and are just moved from one plan to the next and not addressed. | 1         |

# Hazard Mitigation Plan Survey

Do you have any other comments, questions, or concerns regarding hazard mitigation in Walker County?

16 Responses

|                                                                                                                                                                                                                                                                                                                                |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| starting,                                                                                                                                                                                                                                                                                                                      |   |
| I hope my information helps you design a plan that will benefit our residences.                                                                                                                                                                                                                                                | 1 |
| No additional comments. Walker County does an exceptional job of keeping its community up to date on any and all potential or actual threats.                                                                                                                                                                                  | 1 |
| The office of emergency management needs to update its social media pages for Walker County. Maybe have a person whose job it is to keep the social media and website updated.                                                                                                                                                 | 1 |
| I cannot stress the importance of properly educating your employees in modern science.                                                                                                                                                                                                                                         | 1 |
| Walker county is 7th poorest county in state Walker county is also the farthest reach for HGAC and we never get our fair share like the counties surrounding Houston which are mostly direct entitlement                                                                                                                       | 1 |
| Offer grant funds to residents who flood because City will not maintain infrastructure pertaining to surgin storm drain and street flooding. I'd like to build a wall across the front of my house to block the street flooding but cost is prohibitive.                                                                       | 1 |
| Most means of notification require electricity. Many people do not use social media                                                                                                                                                                                                                                            | 1 |
| Already have a thorough hazard mitigation plan in place. Just needs a little updating. Most critical need is funding to pay for the recommended mitigation activities. Many have been on such lists for years and are just moved from one plan to the next and not addressed.                                                  | 1 |
| Walker county oem is slow to respond or past information. They also only post sparaticly on Facebook                                                                                                                                                                                                                           | 1 |
| We seem to do a good job with the resources we have.                                                                                                                                                                                                                                                                           | 1 |
| Butch Davis and his team have done an outstanding job in Walker County ranging from the wildfires we had here in 2011 to the flooding of the river bottoms. As a Highway Patrol Sergeant stationed here in Walker County for 20 + years, there is no better person to run the Walker County OEM then Butch Davis and his team. | 1 |
| Concerned about the National Forest and fires. Controlled burning is done but need to clear out dead debris closer to homes where they dont burn.                                                                                                                                                                              | 1 |

# Appendix F

## PLAN ADOPTION





## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 2.a.

**Agenda Item:** Consider approving an Interlocal Agreement between the Trinity River Authority and the City of Huntsville.

**Initiating Department/Presenter:** Public Works

**Presenter:**

Brent Sherrod, Public Works Director

---

**Recommended Motion:** Move to authorize the City Manager to enter into an Interlocal Agreement between the City of Huntsville and the Trinity River Authority of Texas for the preliminary and final design phase of engineering services for the Tenaska Pump Station and Tank Improvements contingent upon final approval by the City Attorney.

---

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

---

**Discussion:** The Trinity River Authority of Texas (Authority) has owned and operated the Huntsville Regional Water Supply System (HRWSS) since September 1980 under an agreement with the City of Huntsville (City). The water treatment plant (WTP) facility supplies fully treated water to the City and two Texas Department of Criminal Justice prison units in northeast Walker County. Additionally, partially treated water is supplied to a power plant operated by Tenaska Frontier Partners, Limited (Tenaska) near Shiro, Texas. Furthermore, the City has an agreement dated June 1, 1998, with Tenaska Frontier Partners, Ltd. to provide clarified water to Tenaska's power plant approximately 25 miles west of the City of Huntsville. The agreement provides that Tenaska will pay for all costs for improvements to the TRA water plant related to providing Tenaska with their water. Recently, Tenaska has expressed a desire for increased flow. Due to the age and condition of the conveyance system and the crucial importance of the water supply to the power plant for cooling and fire protection, an assessment of the system is warranted.

Part of the Trinity River Authority's (TRA) CIP for the next several years includes improvements to the equipment and facilities to provide water to Tensaka. TRA provided an invoice to the City for the design cost (including "TRA labor") for the improvements related to Tenaska. The invoice amounts to \$734,800. The council approved a proposed budget amendment on January 7, 2025, to establish a budget for the cost and related reimbursement/revenue received from Tenaska.

In June 2023, the City of Huntsville received a technical memo outlining the condition assessment of the Tenaska Pump Station and Storage Tanks housed at TRA HRWSS. This Technical Memo recommended improvements to increase reliability and restore firm capacity. Tenaska, the City of Huntsville, and TRA had numerous meetings to discuss the conditions and options for improvements. This agenda item will allow the City Manager to enter into an Interlocal Agreement between the City and the Trinity River

---

Authority for the preliminary and final design phase engineering services of the Tenaska Pump Station and Tank Improvements. The City shall render payments to the Authority upon the City's receipt thereof from Tenaska.

---

**Previous Council Action:** City Council approved a Budget Amendment for \$734,800.00 on January 7, 2025.

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**Financial Implications:** None-Expenses are passed through via contract with Tenaska.

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**Approvals:**

Brent Sherrod

Leonard Schneider

Sam Masiel

Kristy Doll

---

**Associated Information:**

1. COH~TRA ILA
2. Exhibit A) ESA - HRWSS - Tenaska PS & Tank Improvements



INTERLOCAL AGREEMENT  
BETWEEN THE TRINITY RIVER AUTHORITY OF TEXAS  
AND THE CITY OF HUNTSVILLE, TEXAS

STATE OF TEXAS           §

COUNTY OF TARRANT    §

This Interlocal Agreement (Agreement) is made and entered into as of the \_\_\_\_\_, 2025, by and between the Trinity River Authority of Texas, a conservation and reclamation district of the State of Texas (Authority), with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018, and the City of Huntsville, Texas, a home-rule municipal corporation in Walker County (City), with its principal office at 1220 11th Street, Huntsville, Walker County, Texas 77340.

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS, the Authority owns and operates the Huntsville Regional Water Supply System (HRWSS), which supplies water to the City as that system's exclusive customer; and

WHEREAS, the City sells clarified water to Tenaska Frontier Partners, Ltd. (Tenaska); and

WHEREAS, the Authority plans to design and construct the proposed Tenaska Clarified Water Pump Station and Storage Tank Improvements Project (Project) at HRWSS; and

WHEREAS, the Authority has selected the firm of Plummer Associates, Inc. (Engineer) to perform the design of the Project, which selection is acceptable to the City; and

WHEREAS, the City, as the sole system customer, is responsible for the cost of the design of the Project; and

WHEREAS, the governing bodies of the Authority and the City believe that this Agreement is necessary for the benefit of the public, and that each party has the legal authority to provide governmental function as described in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the agreements and covenants contained herein, the Authority and City agree as follows:

Section 1. OBLIGATIONS OF THE AUTHORITY AND CITY.

- A. The Authority shall engage the Engineer to conduct preliminary and final design phase engineering services for the Project, and the City shall compensate the Authority for the total expenses related to those services. The scope of work to be executed by the Engineer and the costs therefore are reflected in the Engineering Services Agreement attached hereto as Exhibit A, which is incorporated herein by reference;
- B. The Authority shall solicit input from the City during the preliminary and final design process. Prior to finalizing the final design and technical specifications, the Authority shall provide the design and technical specifications to the City so that the City may review and comment on the design and technical specifications. The City's comments shall be provided to the Authority within 20 business days after the receipt of the design and technical specifications;
- C. The City shall reimburse all costs associated with designing the Project to the Authority. These costs include the cost of preliminary and final design by Engineer as reflected in Exhibit A, any special services authorized by both the Authority and City, and any amendments to Exhibit A authorized by both the Authority and City, and Authority labor costs. Authority labor costs shall be calculated as Direct Salary (or Raw Labor) costs times a multiplier of 2.92;
- D. The Authority shall create on its books a separate account to be known as the "Trinity River Authority of Texas Tenaska Clarified Water Pump Station and Storage Tank Improvements Project Fund" (Fund). The Fund shall be maintained and applied by the Authority for the sole purpose of paying the costs of the preliminary and final design of the Project. Upon payment, the Authority will credit the monies received from the City to the Fund;
- E. Upon its execution of the Engineering Services Agreement with the Engineer, the Authority will invoice the City in the amount of \$734,800, said amount being the cost of the preliminary and final design of the Project as reflected Exhibit A, together with \$75,000 for the Authority's anticipated internal labor costs. Said payment shall be rendered by the City to the Authority upon the City's receipt thereof from Tenaska;
- F. The Authority shall not authorize the execution of services by the Engineer until the full amount in the preceding paragraph is deposited to the Fund;
- G. Within 60 days following completion of all services by Engineer as reflected in Exhibit A and their acceptance by the Authority, the Authority will conduct a final cost accounting of the Fund to determine the City's final financial obligations, which may result in: 1) a payment by the Authority to the City; or, 2) generation of an additional invoice from the Authority to the City. In the event of a credit, the Authority shall render payment to the City within 30 days after the final cost accounting. In the event of a shortfall, the Authority shall submit a statement to the City and the City shall pay the statement within 30 days after the statement is received; and



- H. The Authority and the City agree that this Agreement only provides for the preliminary and final design of the Project, and that prior to construction of the Project, the Authority and City shall further agree with regard to the construction of the Project.

Section 2. TERM OF AGREEMENT, NOTICES.

- A. TERM OF AGREEMENT. This Agreement shall be effective upon execution hereof and shall continue in force and effect until the completion of the obligations under Section 1; and
- B. NOTICES. All notices or communications provided for herein shall be delivered to the Authority and the City or, if mailed, shall be sent to the Authority and the City at their respective addresses. For the purpose of notices, the addresses of the parties, until changed by written notice, shall be as follows:

AUTHORITY:

Trinity River Authority of Texas  
5300 South Collins Street  
Arlington, Texas 76018

Attention: Mr. Gary N. Oradat, PE  
Executive Manager, PDCA

CITY:

City of Huntsville, Texas  
1220 11th Street  
Huntsville, Texas 77340

Attention: Mr. Brent Sherrod, PE  
Director of Public Works

Section 3. CAPTION. The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

Section 4. IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 5. INDEMNIFICATION. To the extent allowed by law, the City and the Authority do hereby release, indemnify and hold each other and their respective officials, agents and employees, in both their public and private capacities, harmless from any and all liability, claims, costs, and expenses arising out of the performance of the Agreement due to their own respective negligence or that of their officials, officers, or employees.

Section 6. SEVERABILITY. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held

to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 7. GOVERNING LAW. The validity of the Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

Section 8. PLACE OF PERFORMANCE. All amounts due under this Agreement, including damages for its breach, shall be paid in Tarrant County, Texas, said Tarrant County, Texas, being the place of performance as agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Tarrant County, Texas.

Section 9. ENTIRE AGREEMENT. This Agreement contains all the terms, commitments and covenants of the parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

Section 10. CURRENT REVENUES. The parties hereto shall make payments called for hereunder only from current revenues legally available to each party.

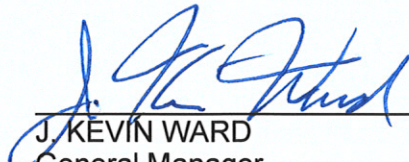
IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF HUNTSVILLE, TEXAS

TRINITY RIVER AUTHORITY OF TEXAS

\_\_\_\_\_  
Acting City Manager

  
\_\_\_\_\_  
J. KEVIN WARD  
General Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
KRISTY DOLL  
City Secretary

  
\_\_\_\_\_  
ALEXIS S. LONG  
Secretary, Board of Directors

APPROVED BY HUNTSVILLE CITY COUNCIL:

APPROVED BY AUTHORITY BOARD:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

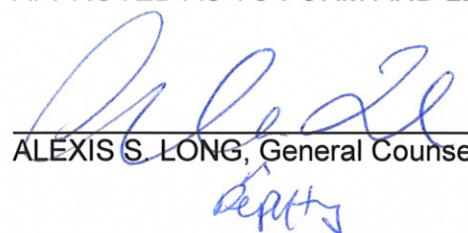
(CITY'S SEAL)

(AUTHORITY'S SEAL)

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
ALEXIS S. LONG, General Counsel  
Deputy



TRINITY RIVER AUTHORITY OF TEXAS  
ENGINEERING SERVICES AGREEMENT

STATE OF TEXAS                   §  
                                             §  
COUNTY OF TARRANT         §

This Engineering Services Agreement (Agreement) is made and entered into as of February 28, 2024, by and between the Trinity River Authority of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018 (Authority) and Plummer Associates, Inc., with its principal office at 1320 South University Drive, Suite 300, Fort Worth, Tarrant County, Texas 76107 (Engineer); singularly and collectively referred to as "Party" and "Parties," respectively.

WITNESSETH:

WHEREAS, the Authority owns and operates the Huntsville Regional Water Supply System (HRWSS), which provides potable and settled water to the City of Huntsville (City) and its customers; and

WHEREAS, HRWSS supplies treated water to the City and two prison units, and partially treated water to Tenaska Frontier Partners, Ltd. (Tenaska); and

WHEREAS, Tenaska is a customer of the City; and

WHEREAS, the pump station and ground storage tank that serves Tenaska is owned and operated by the Authority and is located at the HRWSS water treatment plant (Plant), and

WHEREAS, the City desires to make improvements to the Tenaska pump station and ground storage tank; and

WHEREAS, a condition assessment performed in June 2023 revealed pump defects and corrosion, and pinholes and leaks in the tank; and

WHEREAS, the Authority desires to replace the three pumps and ground storage tank at the HRWSS Plant; and

WHEREAS, the Engineer represents that it is qualified and capable of performing the engineering services proposed herein, is acceptable to the Authority and is willing to enter into an agreement with the Authority to perform such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Authority and Engineer agree as follows:

## ARTICLE I

### RETAINER

The Authority agrees to retain the Engineer, and the Engineer agrees to perform engineering services in connection with the Project. The Authority agrees to pay, and the Engineer agrees to accept fees as specified hereinafter as full and final compensation for the services authorized and accomplished.

It is understood and agreed that no professional services of any nature shall be undertaken under this Agreement by the Engineer until Engineer is instructed in writing by the Authority's General Manager or a designated representative to commence work.

## ARTICLE II

### PROFESSIONAL QUALITY

Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (collectively the Project Documents) and services furnished by the Engineer under this Agreement. Approval by the Authority of Project Documents, services and incidental engineering services shall not in any way relieve the Engineer of responsibility for the technical accuracy of the engineering services performed. The Authority's review, approval or acceptance of, or payment for any of the services described herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## ARTICLE III

### BASIC ENGINEERING SERVICES

Engineer agrees to perform Basic Engineering Services in connection with the Project as hereinafter stated, in accordance with the stipulations in this Agreement. The Engineer shall perform Basic Engineering Services necessary for the development of the Project as follows:

#### A. TASK I. PROJECT START-UP

- (1) Plan and participate in a Project start-up meeting with the Authority to confirm the Project scope, personnel, lines of communication, security protocols and schedule;
- (2) Prepare a meeting summary (meeting minutes) of the Project start-up meeting and distribute to participants; and
- (3) Review existing materials and reports, including those obtained from the Authority. Develop the following Project Documents using reviewed data:
  - (A) Authority details, specifications, design manuals and guidelines;
  - (B) Property ownership and tax plat information;

- (C) Existing survey data; and
- (D) Existing utility, roadway and site record drawings.

B. TASK II. PROJECT MANAGEMENT AND QUALITY ASSURANCE

- (1) Manage professional services to complete the Project, including preparation of progress reports, action item logs, decision logs, design team meetings, technical review committee workshops, schedules and invoicing;
- (2) Prepare a Project planning document to define Project team, lines of communication, deliverables, schedule and budget for internal use in executing the Project on schedule, within budget, and to establish the contents of the Project start-up meeting;
- (3) Develop a Project Work Plan, a document to be used by all participants in the Project to ensure a common understanding of Project goals, scope, tasks and schedule. The Project Work Plan shall include:
  - (A) Project definition;
  - (B) Project resources;
  - (C) Project schedule;
  - (D) Project budget;
  - (E) Project instructions;
  - (F) Continuously updated Risk Register and Mitigation Plan;
  - (G) Project-specific Quality Management Plan;
  - (H) Client Service Plan;
  - (I) Change Management Plan; and
  - (J) Communications Plan;
- (4) Schedule and conduct up to three progress meetings and one site meeting with the Authority. Maintain an Action Item Log and Decision Log to monitor Project activity. Prepare agenda and meeting materials, direct and document meetings to review progress and prepare meeting minutes. Issue final minutes within four business days of receipt of review comments or immediately after four days if no comments are received. Engineer's Project Manager shall be the primary client contact and lead communicator to Engineer's staff;
- (5) Furnish Authority, when requested, the engineering data necessary for applications for routine permits, submittals and approvals required by local, state and federal authorities, and assist Authority in consultations with the appropriate

authorities. Coordinate and meet up to two times with applicable regulatory agencies;

- (6) Prepare monthly Project Summary Reports and submit with monthly invoices. The report shall contain:
  - (A) Summary of completed work;
  - (B) Project budget summary;
  - (C) Project schedule;
  - (D) Summary of actions and decisions needed from the Authority; and
  - (E) Upcoming Project activities, milestones and dates;
- (7) Provide a Quality Assurance/Quality Control (QA/QC) plan per the Authority's Quality Management Plan to the Authority and conduct QA/QC reviews of the deliverables;
- (8) Plan and participate in two QC review workshops with the Authority. Workshops shall be held at the 60 and 90 percent Project completion stages. Provide 10 review sets of half-scale plans and specifications and one electronic PDF a minimum of 10 working days before review workshops. Prepare a meeting memorandum documenting major revisions and decisions made during each workshop;
- (9) Provide 10 review sets of 100 percent half-scale plans and specifications a minimum of 14 working days before the scheduled advertisement date for Authority's confirmation that 90 percent review comments are appropriately incorporated; and
- (10) Incorporate the Authority's Design and Construction Guidelines (<https://trinityra.sharepoint.com/sites/guidelines>) when conducting the work defined herein, using the version current at the time of contract execution, or identify in writing where deviations are proposed. If the Authority's Design and Construction Guidelines are updated during the Project, update relevant plans and specifications accordingly up to the 90 percent submittal. Modifications made after completion of the 90 percent submittal may be authorized as a Special Service.

C. TASK III. TOPOGRAPHIC SURVEYS

- (1) Provide ground surveying services to obtain field information needed for Project design. Approximately 3.5 acres will be surveyed at the Plant site;
- (2) Establish horizontal and vertical controls for the Project. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates. The vertical control shall be based on North American Vertical Datum NAVD-88. Provide survey notes on design drawings and electronic files with clear locations and descriptions of benchmarks

and horizontal control points. Continue and demonstrate plant grid system. Benchmarks shall be documented and retraceable;

- (3) Prepare planimetric detail based on the survey showing existing visible elements within 50 feet (minimum) of either side of the existing/proposed Authority infrastructure, including:
  - (A) Existing pavement, curbs, sidewalks, barrier-free ramps and similar objects;
  - (B) Driveways;
  - (C) Existing storm sewer inlets, manholes, junction boxes, outfalls and erosion control;
  - (D) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities;
  - (E) Traffic signal poles, cabinets and other signal equipment;
  - (F) Permanent signs;
  - (G) Trees, including diameter and species;
  - (H) Buildings;
  - (I) Retaining walls;
  - (J) Fence limits and material types;
  - (K) Flowlines, top and toes of creeks;
  - (L) Flowlines of manholes, inlets, culverts and other utility structures;
  - (M) Property corners;
  - (N) General location of brush and wooded areas; and
  - (O) Field sketches of manholes and meter stations;
- (4) Stake bore holes for geotechnical and subsurface utility engineering (SUE). Vertically and horizontally locate bore holes no more than two weeks after drilling is completed;
- (5) Based on the ground survey, generate one-foot contours;
- (6) Prepare a composite base map of all features located in the field through the ground survey;



- (7) Perform SUE Quality Level B field work in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities. Contact utility companies' representatives and acquire as-built documentation. The limits of investigation will be 50 feet, extended in both directions from the extent of the proposed improvements. Survey and deliver the SUE Quality Level B field findings to the Authority in CAD base file format; and
- (8) Identify existing property boundaries and easements. Establish Project-pertinent property and right-of-way lines from monuments found on the ground. Show existing Authority easements and other electrical and gas utility easements on the survey. Locate and tie existing rights-of-way, property lines and easements. Include type, size, volume, survey pages, lot number, block number, abstract number, dimensions, adjacent street names, and city and county boundaries on all documents.

D. TASK IV. GEOTECHNICAL INVESTIGATION

- (1) Provide for and coordinate the geotechnical investigation required for Project design;
- (2) Drill, classify and perform pertinent tests on soil at two locations under the proposed tank site. Boring shall be to a minimum depth of five feet below existing rock layer (up to 50 feet deep). If the number of required borings exceeds the stated amount, additional compensation may be authorized as a Special Service; and
- (3) Prepare a report containing recommendations regarding surface, soil and geologic conditions for the tank foundation. Provide one electronic PDF of the geotechnical investigation summary report for Authority's records. Include soil boring information in the final Project Documents.

E. TASK V. ENVIRONMENTAL EVALUATION

- (1) Collect data in support of one site location option. Provide or conduct archival mapping of the area and obtain a letter from the Texas Historical Commission stating that no additional cultural survey is required;
- (2) Provide documentation stating no additional environmental permitting is required for this Project. If environmental permitting is required, it may be authorized as a Special Service;
- (3) Submit one electronic PDF of the environmental documents to the Authority;
- (4) Identify additional study requirements and permit compliance activities. Advise Authority of any additional approvals and related studies; and

- (5) Permit preparation and subsequent agency coordination may be authorized as a Special Service.

F. TASK VI. PERMITTING

Assist Authority in obtaining necessary permits and assessments for the Project. Contact local, state and federal agencies to determine applicable rules, regulations and permitting requirements applicable to the Project. Prepare necessary engineering data and submit applications for required agency permits.

G. TASK VII. PRELIMINARY DESIGN PHASE

- (1) Confirm flow rates, consider contracted 6.0 MGD and 7.0 MGD maximum flows when sizing pumps and tank;
- (2) Revisit previous technical memoranda to consider alternative design life criteria, value engineering, alternate sequences of construction, alternate tank materials and pump and motor options. Prepare a Preliminary Design Report (PDR) that addresses and includes the following items:
  - (A) Identify problems (*i.e.*, capacity, condition, etc.) and the extent of the problems;
  - (B) Identify all applicable local, state and federal government agencies that need to review any proposed changes or improvements to the pipeline system (*i.e.*, Texas Commission on Environmental Quality (TCEQ), Texas Department of Licensing and Regulation, Texas General Land Office, Texas Historical Commission, United States Army Corps of Engineers, Environmental Protection Agency, etc.). Identify the type of action required with each government agency, even if no action is needed;
  - (C) Identify the government regulations that govern the system being investigated and list the requirements of those regulations (*i.e.*, TCEQ Rule 217, 290, etc.); and
  - (D) Identify the applicable industry standards that best address the problem and any regulatory requirements (*i.e.*, American Society for Testing and Materials, American Water Works Association design manual, National Fire Protection Association, etc.);
- (3) Include in the PDR the current performance of the infrastructure being addressed and the performance of the proposed improvements;
- (4) Include in the PDR a tabular list of benefits and drawbacks for different improvement options and conclude with an engineer's recommendation on the option that provides the best and most economical result to the Authority;
- (5) Develop preliminary pipeline profiles for alternative tank location options. Develop profiles based on topographic information obtained from the United States Geological Survey topographic maps. Compare alternatives to determine

their advantages and disadvantages based on profile characteristics. Submit to the Authority for review;

- (6) Prepare a preliminary opinion of probable construction cost (OPCC);
- (7) Submit three hard copies and one electronic PDF of the draft PDR, OPCC and any associated drawings to the Authority; and
- (8) After review and incorporation of Authority's comments, submit three hard copies and one electronic PDF of the final PDR to the Authority.

#### H. TASK VIII. DETAILED DESIGN

- (1) Prepare plans and specifications for the Project. The Project is based on preparing plans and specifications for three 3.5 MGD pumps (either new, pre-purchased, pre-selected, or rebuilt), piping configuration, electrical and instrumentation improvements and one 700,000 gallon tank. The Project shall generally follow the technical memorandum "Tenaska Pump Station and Tank Improvements," dated June 2023 and prepared by Engineer;
- (2) Manage Project quality throughout Project development. Specific activities Engineer may employ, upon Authority approval, include:
  - (A) Peer review concepts planning; and
  - (B) Constructability review;
- (3) Include plan and profile views at one-inch equals 20 feet scale horizontally and one-inch equals four feet vertically on 22- x 34-inch paper size (half size plans will have one-inch equals 40 feet horizontal scale);
- (4) Incorporate details from the Authority as necessary;
- (5) Prepare technical specifications for the Project to incorporate into the Project Documents, including:
  - (A) Pipe materials;
  - (B) Pump and motor recommendations, including the option to rebuild;
  - (C) Electrical and instrumentation modifications;
  - (D) Chlorination injection and chlorine residual monitoring; and
  - (E) Tank design;
- (6) Incorporate all relevant Authority guidelines in force as of the date of this Agreement into Project plans and specifications. Advise the Authority, in writing, of any areas where the Project Documents, including plans and specifications, deviate from Authority guidelines;

- (7) Prepare contract specifications, general notes and standard details in plans for Contractor's preparation of Storm Water Pollution Prevention Plan and Permits;
- (8) Prepare design drawings for a meter vault and chlorine dosing vault. Reuse existing meter vault for existing flowmeter. Use a standard Authority manhole detail for the chlorine dosing/injection point;
- (9) Prepare the following to be included in the construction plans:
  - (A) Cover sheet;
  - (B) General notes;
  - (C) Project layout, including temporary and permanent access areas, laydown and staging areas for the Project;
  - (D) Survey control;
  - (E) Erosion control plan, notes and details;
  - (F) Demolition plan/profile;
  - (G) Structural design sheets;
  - (H) Plan sheet reference;
  - (I) Project easement and access sheets;
  - (J) Pipeline plan/profile sheets;
  - (K) Details and connections;
  - (L) Meter station site plan;
  - (M) Meter station and pump station electrical plans; and
  - (N) Geotechnical bore log(s);
- (10) Prepare survey northing and easting coordinates in electronic format (Texas State Plane, NAD 83) of all the Authority's proposed structures, including the surface coordinate adjustment factor and detailed datum information for upload into the Authority's Geographic Information System. Provide survey notes with clear benchmark location descriptions and horizontal control points;
- (11) Incorporate general notes, details, foundation design and special specifications into Project Documents;
- (12) Prepare an OPCC for Authority review. Update the OPCC for the 60 and 99 percent QC review meetings;

- (13) Prepare and submit plans and specifications for the 60 and 99 percent design reviews at the level of completion sufficient to the level of design at the time of the submittal. Include the various discipline plans, technical specifications and details as appropriate to the level of design at the time of each submittal;
- (14) Submit plans, specifications and other documents to the Authority for delivery to the applicable regulatory agencies and cities for approval. This shall include, at a minimum, three sealed sets of plans and specifications delivered at least 30 days prior to bid advertisement;
- (15) Provide AutoCAD or other electronic files in a format suitable for Authority use;
- (16) Address all comments from the Authority and other regulatory agencies and prepare plans and specifications for bidding;
- (17) Participate in a final alignment walk-through during the detailed design phase with Authority;
- (18) Execute the following electrical and instrumentation design tasks:
  - (A) Perform electrical analysis for proposed equipment. Specify/configure necessary electrical equipment required to power pump operations and proposed improvements;
  - (B) Develop electrical one-line diagrams; and
  - (C) Update the input/output (I/O) list with the modified improvements;
- (19) Provide the following Programmable Logic Controller (PLC) design components:
  - (A) Control narratives addressing process functions modified or added under this Agreement, including items required in the Authority's Design and Construction Guidelines (e.g., calculations and original manufacturer equipment functionality);
  - (B) List existing, modified and new I/O points, inclusive of hard and virtual I/O points for PLC and a description of each point in the specifications. Include both short and long descriptions as defined in the Authority's Design and Construction Guidelines;
  - (C) Mapping Table for Peer-to-Peer I/O between PLC and existing PLCs for memory mapping;
  - (D) Design phase Programming Requirements Document (PRD) as described in the Authority's Design and Construction Guidelines, which includes:
    - (I) A list of existing I/O points to be modified, a description of the required modifications and function of the I/O point;



- (II) Details such as tag name descriptions and basic configurations of new and existing displays I/O points for issuance to the Contractor post-bid award. PLC and Human-Machine Interface (HMI) addresses will be provided by the Contractor's Programmer during construction; and
- (E) Provide the following HMI components:
  - (I) List of existing displays to be modified and a description of modifications. Provide a printed copy of the existing display with hand markups and typed comments for review;
  - (II) List of new displays to be prepared during design phase for Contractor use during construction. The list shall provide a general description of the display, including pop-ups, alarms, notifications and statuses;
  - (III) A completed flat graphic display of each new and modified HMI display screen, including pop-ups, alarms, notifications and statuses. Provide the new and modified HMI displays in Microsoft Graph Edit (GRF) file form using iFix via PDF; and
  - (IV) Provide logic diagrams of process design functions residing in PLC for program development during construction, complete with functional descriptions, alarms, failure scenarios, a defined symbol legend following International Society of Automation (ISA) standards and an applicable narrative excerpt adjacent to the related logic diagram elements;
- (20) Coordinate HMI GRF format displays and control design deliverables to conform to Authority Design and Construction Guidelines; and
- (21) Pre-select or pre-purchase pumps and motors.

I. TASK IX. CONSTRUCTION ADVERTISEMENT

- (1) Provide a Notice to Bidders to the Authority for publication. Coordinate bid dates to avoid conflicts with similar projects bidding at or near the same time. Send advertisements to potential bidders and suppliers;
- (2) Provide Authority with up to two half-scale plans, two sets of specifications and addenda, if applicable;
- (3) Respond to questions on CivCast related to the distribution of Project Documents, Contract Documents, bidding requirements and technical questions regarding the Project;
- (4) Prepare and distribute addenda on CivCast addressing additions, deletions, modifications or interpretation of the Contract Documents;

- (5) Conduct a pre-bid conference for the Project and prepare minutes and responses. Responses to the pre-bid conference shall be in the form of addenda on CivCast, issued after the conference. Provide aerial maps and information to illustrate existing Project conditions. Conduct a tour of the Project site after the conference;
- (6) Evaluate the information contained in the bid documents for conformance with Contract Documents. Compare bid costs with OPCC and available budget;
- (7) Evaluate qualification information provided by bidders as a part of the bid package. Determine if the apparent low bidder satisfies the necessary experience and qualification standards associated with the Project. Recommend award of the Contract consistent with the Contract Documents;
- (8) Assist the Authority in preparing Contract Documents for execution by the successful low bidder;
- (9) Assist the Authority in reviewing executed Project Documents and bonds for conformance with Contract Documents;
- (10) Assist the Authority in reviewing certificates of insurance for compliance with Contract Documents;
- (11) Forward Project Documents to the Authority with a recommendation of execution and distribution. Documents will include up to four half-size conformed construction plans, two sets of executed construction specifications and four sets of conformed construction specifications; and
- (12) Attend pump witness testing.

#### ARTICLE IV

#### SPECIAL ENGINEERING SERVICES

Various Special Services incidental to the Project, but not within the scope of the Basic Engineering Services covered by Article III, which may be performed or arranged for separately by the Authority or may be added to the Engineer's responsibilities by mutual agreement and written authorization include the following:

- (1) Perform additional subsurface excavation in the event such excavation is required to locate existing facilities;
- (2) Prepare additional legal descriptions and plats;
- (3) Perform geotechnical assessments to determine soil, water table or trenching characteristics;
- (4) Complete redrawing of construction plan sheets, if required, as a result of changes made in the Project scope after submission of final plans to Authority;

- (5) Provide additional full-size or half-size final plan sets and specifications for the Project in excess of the number required under Article III;
- (6) Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions; and
- (7) Provide any other Project-related services otherwise excluded in this Agreement but customarily furnished in accordance with generally accepted engineering practices.

## ARTICLE V

### SERVICES BY THE AUTHORITY

The Authority and its representatives will render services inclusive of the following:

- (1) Provide available criteria and full information as to the Authority's requirements for the Project;
- (2) Assist Engineer by placing at its disposal all available written data pertinent to the Project;
- (3) Examine documents submitted by the Engineer and render a prompt decision pertaining thereto, to avoid unreasonable delay in the progress of the Engineer's services;
- (4) Furnish information required as expeditiously as possible for the orderly progress of the work;
- (5) The General Manager of the Authority shall appoint, in writing, a representative that the Engineer shall be entitled to rely upon regarding decisions made by the Authority. All subsequent communication to the Authority shall be deemed made when conveyed in writing to the representative at the location specified in Article XV, Notices; and
- (6) The services, information and reports required by this Article shall be furnished at the Authority's expense, and the Authority will apprise the Engineer of any known inaccuracies or inconsistencies in the information provided.

## ARTICLE VI

### COMPENSATION

#### A. BASIC ENGINEERING SERVICES

For and in consideration of the Basic Engineering Services (Article III) to be rendered by the Engineer, the Authority shall pay, and the Engineer shall receive compensation as hereinafter set forth. All remittances by the Authority for such compensation shall either be mailed or electronically delivered to the financial institution identified by Engineer.

Compensation for Basic Engineering Services shall be paid by the Authority to the Engineer for all services required for work stated under Article III in the following lump sum amounts:

|           |                                            |            |
|-----------|--------------------------------------------|------------|
| Task I    | – Project Start-Up                         | \$ 22,000  |
| Task II   | – Project Management and Quality Assurance | \$ 59,300  |
| Task III  | – Topographic Surveys                      | \$ 58,300  |
| Task IV   | – Geotechnical Investigation               | \$ 36,900  |
| Task V    | – Environmental Evaluation                 | \$ 3,600   |
| Task VI   | – Permitting                               | \$ 500     |
| Task VII  | – Preliminary Design Phase                 | \$ 104,000 |
| Task VIII | – Detailed Design                          | \$ 260,600 |
| Task IX   | – Construction Advertisement               | \$ 39,600  |

For all the Engineer's personnel time applied to the Basic Engineering Services, compensation shall be based on "Direct Salary" times a multiplier of 2.95, in accordance with Attachment A. "Direct Salary" used herein is defined as the cost of salaries of engineers, drafters, stenographers, surveypersons, clerks, laborers, etc., for time directly chargeable to the Project.

All direct non-labor expenses, including mileage, travel and lodging expenses, excluding subcontract expenses, applied to the Basic Engineering Services shall be paid at invoice or internal office cost plus a 10 percent service charge. Subcontract expenses shall be paid at direct cost plus a five percent service charge. Compensation for subcontract personnel time must also comply with the limits set forth in Attachment A unless approved in writing by the Authority prior to the rendition of subcontract services.

#### B. SPECIAL SERVICES

For and in consideration of the Special Services set forth in Article IV, herein, the Authority shall pay, and the Engineer shall receive compensation for personnel time plus expenses in an amount not to exceed \$75,000 to be paid as follows:

For all the Engineer's personnel time applied to the Special Services, compensation shall be based on "Direct Salary" times a multiplier of 2.95, in accordance with Attachment A. "Direct Salary" used herein is defined as the cost of salaries of engineers, drafters, stenographers, surveypersons, clerks, laborers, etc., for time directly chargeable to the Project.

All direct non-labor expenses, including mileage, travel and lodging expenses, excluding subcontract expenses, applied to the Special Services shall be paid at invoice or internal office cost plus a 10 percent service charge. Subcontract expenses shall be paid at direct cost plus a five percent service charge. Compensation for subcontract personnel time must also comply with the limits set forth in Attachment A unless approved in writing by the Authority prior to the rendition of subcontract services.

#### C. METHOD OF BILLING

For services performed by Engineer for Authority compensated as lump sum amounts, Engineer shall submit statements monthly (or less frequently if no services are performed)

reflecting Engineer's requested compensation for that portion of the Basic Engineering Services completed by Engineer.

For services performed by Engineer for Authority compensated as personnel time plus expenses, Engineer shall submit statements monthly (or less frequently if no services are performed) reflecting Engineer's requested compensation for that portion of the Special Services completed by Engineer. Along with each separate request for payment of these services, Engineer shall submit to the Authority documentation substantiating all of the actual costs for which Engineer has requested compensation, including the following:

- (1) The name of each individual performing services, individual's billing category, individual's direct salary and the number of hours associated with each individual's performance of services for the period of time identified with any billing invoice; and
- (2) A copy of any invoices paid directly by the Engineer for any outside services or products that relate to the Project and which are requested by Engineer to be reimbursed by Authority.

All records pertaining to services for which payment has been made based upon Engineer's actual costs times a multiplier shall be subject to audit by the Authority in accordance with Article VII. Engineer may be required to furnish additional records and data in addition to the above as a response to Authority's auditing process specified in Article VII.

#### D. TIME OF PAYMENT OF COMPENSATION

The Engineer shall submit a request for partial payments for services on a monthly basis, as evidenced by monthly statements submitted by the Engineer to the Authority. Final payment for services authorized shall be due upon completion of these services.

All payments due hereunder and any associated charges for late payment shall be governed by the Texas Prompt Payment Act.

### ARTICLE VII

#### AUDIT OF RECORDS

All records of the Engineer of a financial or timekeeping basis which have been used to determine the fees earned by the Engineer and billed to Authority based on "Direct Salary" times a multiplier shall be open to inspection and subject to audit and reproduction by Authority's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the services performed under this Agreement. The relationship between Direct Salary and Billing Rates has been identified in Attachment A and is not subject to an audit or a redetermination of any kind. In addition, this Article shall apply to subcontractors and direct purchases only to the extent of invoices received by Engineer and evidence of payment for such invoices in the possession of Engineer. In its audits, the Authority may, from time to time, require inspection and copying of any and all information, materials and data of every kind and character that may, in Authority's judgment, have any bearing on or pertain to the payments subject to this audit. The Authority or its designee shall be afforded access to all of the Engineer's records pursuant to the provisions of this Article at any time during the term of the Agreement and for a period of three years after final payment.



## ARTICLE VIII

### LIABILITY AND INSURANCE MATTERS

During the term of this Agreement, Engineer shall, to the fullest extent permitted by law, maintain and require its subcontractors to maintain:

- (1) Professional liability insurance in an amount and with carriers satisfactory to Authority, as outlined below. Total project cost includes the cost of the design and estimated construction costs. If the professional liability insurance is written on a "claims made" form, a policy shall: (1) be in force until acceptance of the Project improvements by the Authority; (2) be in force for a period of two years after acceptance of the Project improvements by the Authority; and (3) have a retroactive date on or prior to the effective date of this Agreement;

| <u>Total Project Cost</u>  | <u>Liability Requirements</u>                  |
|----------------------------|------------------------------------------------|
| \$0 – 20,000,000           | \$1,000,000 per claim / \$2,000,000 aggregate  |
| \$20,000,001 – 60,000,000  | \$2,000,000 per claim / \$4,000,000 aggregate  |
| \$60,000,001 – 90,000,000  | \$3,000,000 per claim / \$6,000,000 aggregate  |
| \$90,000,001 – 120,000,000 | \$4,000,000 per claim / \$8,000,000 aggregate  |
| Greater than \$120,000,001 | \$5,000,000 per claim / \$10,000,000 aggregate |

- (2) Commercial general liability and umbrella policies (all including blanket contractual liability coverage for all liabilities assumed in this Agreement, including all indemnification obligations set forth in Article XIV) and automobile insurance for bodily injury and property damage, and workers' compensation coverage on all of Engineer's or its subcontractors' employees working on the Project;

| <u>Type of Coverage</u> | <u>Liability Requirements</u>                 |
|-------------------------|-----------------------------------------------|
| General Liability       | \$1,000,000 per claim / \$2,000,000 aggregate |
| Automobile Liability    | \$1,000,000 each accident                     |
| Umbrella Liability      | \$2,000,000 per claim and aggregate           |
| Workers' Compensation / | \$1,000,000 each accident /                   |
| Employers Liability     | \$1,000,000 disease policy limit /            |
|                         | \$1,000,000 disease each employee             |

- (3) All insurance policies referenced in paragraph (2) above, except workers' compensation coverage, shall, to the fullest extent permitted by law, name and cover the Authority as an additional insured, by policy declaration, with coverage being primary, and all said insurance policies shall include a waiver of subrogation, and provide for 30-days' notice of cancellation to the Authority, and shall be in amounts and with carriers satisfactory to Authority;
- (4) Engineer shall furnish to the Authority certificates (and upon request endorsements and policies) reflecting that the above-required insurance coverages are in full force and effect prior to Engineer's execution of this Agreement and thereafter within seven days of the Authority's request. Policies shall not be subject to endorsements, exclusions, limitations, conditions or

restrictions inconsistent with the insurance requirements to be fulfilled by the Engineer, and all policies shall be written through companies duly approved to transact that class of insurance in the State of Texas with an A.M. Best rating of A:VII or better. The Authority, prior to the effective date of this Agreement, must approve all said insurance in writing. Said certificates of insurance shall be attached hereto as Attachment B and shall be incorporated herein for all purposes; and

- (5) Approval, disapproval or failure to act by Authority regarding any insurance required by this Agreement shall not relieve Engineer of full responsibility or liability, if any, for liabilities and damages as set forth in the Agreement. Neither shall the insolvency or denial of liability by any insurance company relieve the Engineer of liability.

#### ARTICLE IX

##### ASSIGNMENT

Neither this Agreement nor any right, privilege or cause of action arising hereunder may be assigned by Engineer, or any of Engineer's subcontractors, in whole or in part for any purpose and whether in settlement of litigation or not, and any purported assignment shall be void and unenforceable without the written consent of the Authority. The Authority and the Engineer each binds itself and its successors and assigns to the other Party with respect to all covenants of this Agreement.

#### ARTICLE X

##### TERMINATION

In connection with the engineering services outlined or contemplated above, it is agreed that the Authority or the Engineer may cancel or terminate this Agreement upon 30-day written notice to the other, with the provision and understanding that immediately upon receipt of notification of such cancellation from either Party to the other, all work and labor being performed under this Agreement shall immediately cease, pending final cancellation at the end of such 30-day period, and further provided that the Engineer shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination. All completed or partially completed Project Documents prepared under this Agreement shall then be delivered to the Authority, which it may use without restraint. All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination. Engineer shall be liable for any damages suffered by the Authority as a result of Engineer's termination of this Agreement.

#### ARTICLE XI

##### PROJECT DOCUMENTS

All Project Documents are and shall become the property of the Authority, which it may use without restraint. The Engineer is not responsible and is hereby released from responsibility for the Authority's use of the documents for any purpose other than this Project. The Engineer may retain a set of reproducible record copies of drawings and other documents;

however, the Engineer shall not provide to or use this work product on behalf of any person or entity without the express written consent of the Authority.

## ARTICLE XII

### PRIVATE LAND ENTRY

Engineer shall not enter any property owned by others on the Authority's behalf to survey, perform soil tests or for any other reason related to the performance of services under this Agreement until the Engineer has issued each affected landowner a right-of-entry letter via US Certified Mail, Return Receipt Requested.

## ARTICLE XIII

### LAWS AND ORDINANCES

Engineer shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this Agreement or the Project. Engineer agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. Engineer agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The Engineer agrees that the indemnification provisions of Article XIV, Indemnification, below encompass any failure by the Engineer to comply with this Article.

## ARTICLE XIV

### INDEMNIFICATION

To the fullest extent permitted by law, Engineer does hereby covenant and contract to waive all claims, release, indemnify, defend and hold harmless the Authority all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from and against any and all liability, claims, suits, demands, causes of action, damages, expenses and costs, including all expenses of litigation, and settlement of any character, type or description (including expert/consultant fees and attorneys' fees, and expenses of alternative dispute resolution) arising out of or in connection with and to the extent attributable to the acts or omissions of Engineer or its agents, subcontractors, consultants or employees in the execution or performance of this Agreement, provided that the claims, suits, losses, damages, causes of action, expenses, fees or liability of whatever nature arise in whole or in part from the negligence or other act or omission of Engineer or any of its officers, officials, agents, subcontractors, consultants, employees or invitees. Engineer contracts to indemnify and protect Authority from any liability, claims, suits, losses, damages, attorneys' fees, or causes of action due to Engineer's negligence, joint or concurrent negligence, error or omission to the extent that said liability, claims, suits, losses, damages, attorneys' fees or causes of action arising out of or in connection with the acts or omissions of Engineer or its agents, subcontractors, consultants or employees. This obligation shall not be defeated by the contributory, joint or concurrent negligence or fault of the Authority but shall be limited proportionately to the extent of that negligence or fault, as ultimately adjudged by the finder of fact.

Engineer agrees that the Authority has sole discretion and control over the selection and retention of any attorneys, experts or consultants in fulfillment of Engineer's defense and indemnification obligations hereunder.

## ARTICLE XV

### NOTICES

All notices or communications provided for herein shall be delivered to Authority and Engineer or, if mailed, shall be sent to Authority and Engineer at their respective addresses. For the purpose of notices, the addresses of the Parties, until changed by written notice, shall be as follows:

Authority:

Trinity River Authority of Texas  
P.O. Box 240  
Arlington, Texas 76004-0240

Attention: Mr. Gary N. Oradat, PE  
Executive Manager  
Planning, Design and Construction Administration

Engineer:

Plummer Associates, Inc.  
1320 South University Drive, Suite 300  
Fort Worth, Texas 76107

Attention: Mr. Clete Martin, PE  
Principal

## ARTICLE XVI

### INDEPENDENT CONTRACTOR

The services performed hereunder by the Engineer shall be subject to the Authority's inspection and approval, but the detailed manner and method of doing said services shall be under the control of the Engineer. In the performance of services hereunder, Engineer shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of Engineer or its subcontractor and not employees of the Authority.

## ARTICLE XVII

### SUBCONTRACTORS

In fulfilling its duties pursuant to this Agreement, it is anticipated that the Engineer may subcontract to individuals, corporations, organizations, governments or governmental subdivisions or agencies, partnerships, associations or other legal entities. Such subcontracts may be entered into only with written approval from the Authority.

The Authority encourages Engineer to provide equal opportunity to historically underutilized business enterprises, and Engineer agrees that qualified historically underutilized business enterprises, including minority-owned and female-owned businesses, and labor-surplus firms located in the Project area shall have the maximum practicable opportunity to participate in the performance of Authority contracts and subcontracts. Engineer agrees that it will attempt to achieve at least 25 percent participation by historically underutilized business enterprises in the performance of this Project and will routinely submit evidence to Authority on the degree to which this goal is met. Engineer shall include this Article in all its contracts and in all their subcontracts directly related to this Project.

#### ARTICLE XVIII

##### PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or oral or written agreements between the Parties regarding the subject matter of this Agreement, and any and all changes, modifications or alterations of this Agreement must be in writing and approved by both Authority and Engineer.

Engineer releases and waives any and all causes of action of whatever nature or any other legal theory arising out of any prior understanding or oral or written agreements between the Parties, or any subsequent oral understanding or agreements between the Parties, regarding the subject matter of this Agreement, from any and all liability damages of any kind known or unknown, whether in contract or tort.

#### ARTICLE XIX

##### LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas. All amounts due under this Agreement, including damages for its breach, shall be paid in Tarrant County, Texas, said Tarrant County, Texas being the place of performance as agreed to by the Parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the state courts of the State of Texas in Tarrant County exclusively.

Nothing in this Agreement is intended to waive any governmental immunity available to Authority under Texas law or waive any defenses of Engineer or Authority under Texas law. This Agreement shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against Authority or Engineer.



## ARTICLE XX

### REPRESENTATIONS

Engineer represents that no officer, employee or agent of the Authority has sought or received compensation in any way with respect to the consideration or execution of this Agreement, and in no event will Engineer pay a fee to, or in any other manner compensate Authority officers, employees or agents in connection with the approval or performance of this Agreement. Engineer expressly warrants and represents that no promise or agreement that is not herein expressed has been made to Engineer in executing this Agreement, and Engineer is not relying upon any such statement or representation of Authority, its officials, officers, agents or employees in entering into this Agreement. Engineer is relying on its own judgment in entering into this Agreement and has been represented by independent legal counsel in this matter.

A breach of any provision contained in this Article shall result in automatic termination of this Agreement. Upon such termination, the Authority may use all Project Documents prepared under this Agreement as provided in Article X, Termination, and Engineer shall be liable for all damages to the Authority occasioned by a termination under this Article.

## ARTICLE XXI

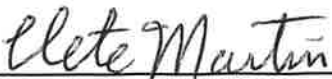
### TERM OF AGREEMENT AND TIME OF PERFORMANCE

This Agreement shall become effective February 28, 2024, and Engineer shall complete Basic Engineering Services within 12 months after receipt of first written authorization to proceed with Tasks in Article III. This Agreement shall continue in full force and effect until February 28, 2025. Authority may, on its own determination, extend the term of this Agreement by written agreement with Engineer. All payments and liabilities accrued prior to termination shall survive termination of the Agreement.

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be executed in several counterparts, each of which is deemed to be an original, as of the day and date written above.

[SIGNATURES ON THE FOLLOWING PAGE]

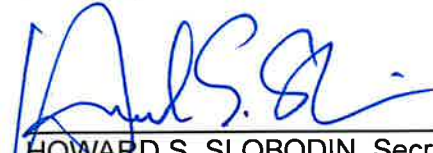
PLUMMER ASSOCIATES, INC.

  
CLETE MARTIN, PE  
Principal

TRINITY RIVER AUTHORITY OF TEXAS

  
J. KEVIN WARD  
General Manager

ATTEST:

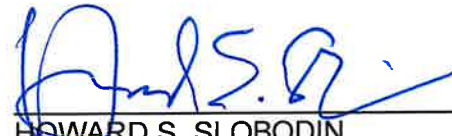
  
HOWARD S. SLOBODIN, Secretary  
Board of Directors

(SEAL)



**PROCUREMENT VERIFICATION**

The solicitation and contractor selection process used in the procurement of this Agreement complies with Texas law and Authority policy.

  
HOWARD S. SLOBODIN  
General Counsel

[VERIFICATION TO BE COMPLETED BY ENGINEER ON FOLLOWING PAGE]

**VERIFICATION REQUIRED BY TEXAS GOV'T CODE CHAPTERS 2252, 2274 & 2271**

By signing below, the signatory hereby verifies that the firm it represents:

- (1) Does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code;
- (2) Does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code;
- (3) Does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code; and
- (4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions' regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code.

Clete Martin  
Signature

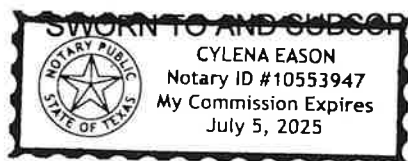
02/22/2024  
Date

CLETE MARTIN  
Name & Title PRINCIPAL

Plummer Associates, Inc  
Firm Name

**NOTARIZATION**

BEFORE ME, the undersigned notary public on this day personally appeared Clete Martin, on behalf of Plummer (Company), who, being duly sworn, stated under oath that they read the foregoing verification and said statements contained therein are true and correct.



SWORN TO AND SUBSCRIBED before me on the 22 day of February, 2024  
Cylena Eason  
NOTARY PUBLIC IN AND  
FOR THE STATE OF Texas

**State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.**

Attachment A

Plummer Associates, Inc.

Hourly Billing Rates

February 2024

| <u>CATEGORY</u>                            | <u>BILLING RATE RANGES*</u> |
|--------------------------------------------|-----------------------------|
| Vice President/Partner                     | \$280 - \$380               |
| Associate Vice President/Principal         | \$200 - \$320               |
| Senior Associate/Sr. Project Manager       | \$190 - \$275               |
| Associate/Engineer-Senior/Project Engineer | \$170 - \$250               |
| Senior Principal Engineer                  | \$150 - \$240               |
| Principal Engineer                         | \$120 - \$220               |
| Assistant Engineer II                      | \$120 - \$180               |
| Assistant Engineer II                      | \$100 - \$140               |
| Senior Principal CAD Designer              | \$150 - \$185               |
| Senior CAD Designer                        | \$90 - \$120                |
| CAD Designer                               | \$80 - \$110                |
| Administrative                             | \$55 - \$160                |

\*The above billing rates are based upon Direct Salary (or Raw Labor) costs times a multiplier of 2.95.

## ATTACHMENT B



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Risk Strategies  
12801 North Central Expy. Suite 1725  
Dallas, TX 75243

CONTACT NAME: Joe Bryant  
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899  
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: XL Specialty Insurance Company 37885

INSURER B: Hartford Underwriters Insurance Company 30104

INSURER C: Hartford Accident and Indemnity Company 22357

INSURER D: Twin City Fire Insurance Company 29459

INSURER E:

INSURER F:

INSURED  
Plummer Associates, Inc.  
1320 South University Drive  
Ste. 300  
Fort Worth TX 76107

## COVERAGES

CERTIFICATE NUMBER: 78750903

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                | ADDL INSD                           | SUBR WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                             |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU Coverage<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 84SBWAH8X07   | 9/30/2023               | 9/30/2024               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Valuable Papers \$500,000 |
| C        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 84UEGAC4597   | 9/30/2023               | 9/30/2024               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                     |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                                                                                  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 84SBWAH8X07   | 9/30/2023               | 9/30/2024               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                                         |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                       | <input checked="" type="checkbox"/> | N/A                                 | 84WEGBA2E4C   | 9/30/2023               | 9/30/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                                             |
| A        | Professional Liability & Pollution Liability                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> |                                     | DPR5012945    | 5/9/2023                | 5/9/2024                | Per Claim \$3,000,000<br>Annual Aggregate \$3,000,000                                                                                                                                                                                                              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.  
Re: Plummer #0301-277-O-1750, Tenaska Pump Station Final Design.

## CERTIFICATE HOLDER

Trinity River Authority of Texas  
5300 S. Collins Street  
Arlington TX 76018

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

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ACORD 25 (2016/03)

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## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 2.b.

**Agenda Item:** Consider adopting Ordinance No. 2025-9, the Third Supplemental Ordinance to the Master Ordinance Establishing the City of Huntsville, Texas Utility System Revenue Financing Program.

**Initiating Department/Presenter:** Finance

**Presenter:**

Lance Hall, Assistant Finance Director

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**Recommended Motion:** Move to adopt Ordinance No. 2025-9, the Third Supplemental Ordinance to the Master Ordinance Establishing the City of Huntsville, Texas Utility System Revenue Financing Program to issue the Series 2025 Wastewater System Revenue Bonds.

---

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

---

**Discussion:** Ordinance 2025-9 authorizes the issuance of the Series 2025 Wastewater Revenue Bonds issued pursuant to the Master Ordinance. This Ordinance contains specific terms and/or provisions of these Series 2025 Wastewater Revenue Bonds including the principal amortization, interest rates, any reserve fund requirements, designation of paying agent, federal tax covenants pursuant to Internal Revenue Service requirements for tax-exempt obligations and continuing disclosure covenants pursuant to Securities and Exchange Commission requirements. Various amounts (including blanks) in this Ordinance as provided to Council on February 28, 2025 will be revised based on the actual sale of the bonds the morning of March 4, 2025. Council will receive an updated version of the Ordinance the evening of March 4, 2025 for approval with amounts and terms of the actual sale of the Bonds.

---

**Previous Council Action:** None

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**Financial Implications:** Issuing these Series 2025 Wastewater System Revenue Bonds will provide funds for water and wastewater projects totaling approximately \$35,000,000 and cover issuance costs and provide for any Reserve Fund requirements (if needed).

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**Approvals:**

Steve Ritter

Leonard Schneider

Sam Masiel

Kristy Doll

---

**Associated Information:**

1. Third Supplemental Ordinance Draft 02.10.2025



**ORDINANCE NO. 2025-9**

**THIRD SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF HUNTSVILLE, TEXAS  
UTILITY SYSTEM REVENUE FINANCING PROGRAM**

**ADOPTED MARCH 4, 2025**

**THIRD SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF HUNTSVILLE, TEXAS  
UTILITY SYSTEM REVENUE FINANCING PROGRAM**

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**ORDINANCE NO. 2025-9**

**THIRD SUPPLEMENTAL ORDINANCE TO THE  
MASTER ORDINANCE ESTABLISHING THE  
CITY OF HUNTSVILLE, TEXAS  
UTILITY SYSTEM REVENUE FINANCING PROGRAM**

**THE STATE OF TEXAS                   §**

**CITY OF HUNTSVILLE               §**

**WHEREAS**, on May 1, 2018, the City Council of the City of Huntsville, Texas (the "City"), adopted a "Master Ordinance Establishing the City of Huntsville, Texas Utility System Revenue Financing Program" (referred to herein as the "Master Ordinance"); and

**WHEREAS**, in order to enable the City to provide for the financing of the utility system projects authorized by Chapter 1502, Texas Government Code, as amended, and any other applicable provisions of State law, the Master Ordinance establishes a revenue financing program pursuant to which the City can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as hereinafter defined; and

**WHEREAS**, for such purposes, the City deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Third Supplemental Ordinance to the Master Ordinance establishing the City of Huntsville, Texas Utility System Revenue Financing Program" (the "Third Supplement"); and

**WHEREAS**, the City further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt have been or can be met and satisfied; and

**WHEREAS**, the bonds authorized to be issued by this Third Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF HUNTSVILLE, TEXAS THAT:**

**ARTICLE I  
BONDS ISSUED UNDER UTILITY SYSTEM  
REVENUE FINANCING PROGRAM**

**Section 1.01. DEFINITIONS.** (a) Definitions. The capitalized terms used herein (except in the FORM OF BONDS set forth in Exhibit B hereto) and not otherwise defined shall have the meanings given in the Master Ordinance or in Exhibit A to this Third Supplement. The recitals to this Third Supplement and the exhibits hereto are incorporated herein and made a part hereof for all purposes.

(b) Construction of Terms. If appropriate in the context of this Third Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, words of the masculine, feminine, or neuter gender shall be considered to include the other genders, and words importing persons shall include firms, associations, and corporations.

**Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT.** (a) Third Supplement. By adoption of the Master Ordinance, the City has established the City of Huntsville, Texas Utility System Revenue Financing Program for the purpose of enabling the City to provide for the financing of utility system projects authorized by the Enabling Act and any other applicable provisions of State law pursuant to which the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This Third Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Third Supplement is subject to the terms of the Master Ordinance and the terms of the Master Ordinance are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 7 of the Master Ordinance governing the issuance of Parity Debt such as the Bonds, the City hereby finds that, upon the issuance of the Bonds, the Security will be sufficient to meet the financial obligations relating to the Financing Program, including Security in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Ordinance.

**Section 1.03. THIRD SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Third Supplement shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds, and the pledge made in this Third Supplement by the City and the covenants and agreements set forth in this Third Supplement to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Third Supplement and the Master Ordinance.

**Section 1.04. LIMITATION OF BENEFITS WITH RESPECT TO THIS THIRD SUPPLEMENT.** With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Third Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the City, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Third Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Third Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Owners, and the Paying Agent/Registrar as herein and therein provided.

**ARTICLE II**  
**BOND AUTHORIZATION AND SPECIFICATIONS**

**Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.** The Bonds designated "**CITY OF HUNTSVILLE, TEXAS WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2025**" (the "Bonds") are hereby authorized to be issued pursuant to this Third Supplement in the aggregate principal amount of \$35,055,000\* for the purpose of (i) constructing, acquiring, improving and equipping the City's waterworks and sewer system facilities including replacing and upsizing various trunk sewer lines and replacing various sewer line segments together with engineering, legal and other related costs, and (ii) paying the costs associated with the issuance of the Bonds. The Bonds are authorized pursuant to authority conferred by and in conformity with State law, particularly the provisions of the Enabling Act.

The Bonds will be in the form of Current Interest Bonds as provided in Section 2.02 and the FORM OF BONDS in Exhibit B to this Third Supplement.

**Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.** (a) Terms of Bonds. The Bonds, there shall initially be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, in the form of Current Interest Bonds, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in Authorized Denominations, maturing and payable serially on August 15 in each of the years and in the principal amounts respectively as forth in the following schedule:

| <b>YEAR</b> | <b>AMOUNT</b> | <b>YEAR</b> | <b>AMOUNT</b> |
|-------------|---------------|-------------|---------------|
| 2027        | \$            | 2042        | \$            |
| 2028        |               | 2043        |               |
| 2029        |               | 2044        |               |
| 2030        |               | 2045        |               |
| 2031        |               | 2046        |               |
| 2032        |               | 2047        |               |
| 2033        |               | 2048        |               |
| 2034        |               | 2049        |               |
| 2035        |               | 2050        |               |
| 2036        |               | 2051        |               |
| 2037        |               | 2052        |               |
| 2038        |               | 2053        |               |
| 2039        |               | 2054        |               |
| 2040        |               | 2055        |               |
| 2041        |               |             |               |

---

\* Preliminary, subject to change.

(b) In General. The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit B to this Third Supplement.

(c) Interest. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in Exhibit B to this Third Supplement to their respective dates of maturity or redemption at the rates per annum set forth in the following schedule:

| YEAR | INTEREST RATE | YEAR | INTEREST RATE |
|------|---------------|------|---------------|
| 2027 | %             | 2042 | %             |
| 2028 |               | 2043 |               |
| 2029 |               | 2044 |               |
| 2030 |               | 2045 |               |
| 2031 |               | 2046 |               |
| 2032 |               | 2047 |               |
| 2033 |               | 2048 |               |
| 2034 |               | 2049 |               |
| 2035 |               | 2050 |               |
| 2036 |               | 2051 |               |
| 2037 |               | 2052 |               |
| 2038 |               | 2053 |               |
| 2039 |               | 2054 |               |
| 2040 |               | 2055 |               |
| 2041 |               |      |               |

(d) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

**Section 2.03. PAYMENT OF BONDS; PAYING AGENT/REGISTRAR**. The principal of, premium, if any, and the interest on the Bonds shall be payable, without exchange or collection charges to the Owner thereof, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

Zions Bancorporation, National Association, DBA Amegy Bank, Houston, Texas is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master



Ordinance and this Third Supplement and is deemed to have agreed to the provisions thereof and hereof.

The City agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

The City expressly reserves the right to appoint one or more successor Paying Agent/Registrars, by filing with the Paying Agent/Registrar a certified copy of a resolution or minute order of the City making such appointment. The City further expressly reserves the right to terminate the appointment of the Paying Agent/Registrar by filing a certified copy of a resolution of the City giving notice of the City's termination of the City's agreement with such Paying Agent/Registrar and appointing a successor. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Security Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar, the City agrees promptly to cause a written notice thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the Owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Bonds shall be payable only upon the presentation and surrender of said Bonds to the Paying Agent/Registrar at its designated office. Interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the Record Date and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar to the address of the Owner appearing in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by, and at the risk and expense of, the Owner.

In the event of a nonpayment of interest on a scheduled payment date on a Bond, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States

mail, first-class postage prepaid, to the address of each Owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

**Section 2.04. REDEMPTION.** (a) Generally. The Bonds shall be subject to redemption prior to scheduled maturity at such times and with such provisions as provided in the FORM OF BONDS.

(b) Notices of Redemption and Defeasance. (i) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to the central post office or each registered securities depository and to any national information service that disseminates such notices. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Owners of the Bonds shall include a CUSIP number relating to each amount paid to such Owner.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this Section 2.04 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bonds.

(c) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Master Ordinance or this Third Supplement have been met and moneys sufficient to pay the principal of and premium, if

any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS; BOOK-ENTRY-ONLY SYSTEM; SUCCESSOR SECURITIES DEPOSITORY; PAYMENTS TO CEDE & CO.** (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Third Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Bond at the designated office of the Registrar, there shall be registered and delivered in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the City, of Authorized Denominations and having the same Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of Authorized Denominations and having the same Maturity, bearing the same rate of interest, and of like aggregate principal amount or Maturity Amount and the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the principal office of the Registrar. Whenever any Bonds are so surrendered for exchange, there shall be registered and delivered new Bonds executed on behalf of, and furnished by, the City to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the principal office of the Registrar or sent by United States mail, first-class, postage prepaid to the Owners or the designee thereof, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Master Ordinance and this Third Supplement, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated Bond that is surrendered to the Paying Agent/Registrar or any Bond for which satisfactory evidence of the loss of which has been received by the City and the Paying Agent/Registrar and, in either case, in lieu of which a Bond or Bonds have been registered and delivered pursuant to Section 3.05 hereof.

Neither the City nor the Registrar shall be required to issue or transfer to an assignee of a Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all purposes of this Third Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond for issued as provided in Section 2.06 shall be issued in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in this subsection (c) all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Third Supplement to the contrary but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register

as provided in this Third Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Owner, as shown in the Security Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Third Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Third Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this Third Supplement shall refer to such new nominee of DTC.

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Security Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Third Supplement.

(e) Payments to Cede & Co. Notwithstanding any other provision of this Third Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(f) Blanket Issuer Letter of Representations. The City heretofore has executed and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to the utilization by the City of DTC's book-entry-only system and the City intends to utilize such book-entry-only system in connection with the Bonds.

**Section 2.06. INITIAL BOND.** The Bonds shall initially be issued as a fully registered bond, being one bond (the "Initial Bond"). The Initial Bond shall be registered in the name of the initial purchaser(s) of the Bonds. The Initial Bond shall be submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the initial purchaser(s) thereof. Immediately after the delivery of the Initial Bond on the Issuance Date, the Registrar shall cancel the Initial Bond and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and, except as provided in Section 2.05(d), all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.



**Section 2.07. FORM OF BONDS.** The Bonds (including Initial Bond), the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in Exhibit B to this Third Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Third Supplement, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

### **ARTICLE III**

#### **EXECUTION; REPLACEMENT OF BONDS; AND BOND INSURANCE**

**Section 3.01. EXECUTION AND REGISTRATION.** The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City as of their authorization shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Third Supplement, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit B to this Third Supplement, executed by the Comptroller of Public Accounts of the State or its duly authorized agent by manual signature, or the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in Exhibit B to this Third Supplement executed by the manual signature of an authorized officer or employee of the Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

**Section 3.02. CONTROL AND CUSTODY OF BONDS.** The Chief Financial Officer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation and examination by the Attorney General of the State, including the printing and supply of printed Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the initial purchaser(s).

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Utility System, the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the initial purchaser(s) and the initial exchange thereof for Bonds other than the Initial Bond.

**Section 3.03. PRINTED OPINION.** The initial purchaser(s) obligation to accept delivery of the Bonds is subject to the initial purchaser(s) being furnished the final opinion of McCall, Parkhurst & Horton L.L.P. approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. If bond insurance is obtained for the Bonds, the Bonds may bear an appropriate insurance legend.

**Section 3.04. CUSIP NUMBERS.** CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

**Section 3.05. MUTILATED, DESTROYED, LOST, AND STOLEN BONDS.** If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond and the interest due thereon to the date of payment.

Upon the issuance of any new Bond under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Third Supplement equally and ratably with all other Outstanding Bonds.

**Section 3.06. BOND INSURANCE.** (a) Purchase of Insurance. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the City on some or all of the Bonds as determined by the Chief Financial Officer. The Chief Financial Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Chief Financial Officer, is hereby approved and authorized. This Ordinance may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Third Supplement or the Master Ordinance.

#### **ARTICLE IV PAYMENTS, REBATE FUND AND RESERVE ACCOUNT**

**Section 4.01. PAYMENTS.** (a) Accrued and Capitalized Interest. Immediately after the delivery of the Bonds the City shall deposit any accrued interest and any sale proceeds to be used to pay capitalized interest received from the sale and delivery of such Bonds to the credit of the Interest and Sinking Account to be held to pay interest on such Bonds.

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds, the City shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the City with an appropriate certificate of cancellation.

**Section 4.02. REBATE ACCOUNT.** A separate and special account to be known as the Rebate Account is hereby established by the City pursuant to the requirements of Section 148(f) of the Code and the tax covenants of the City contained in Section 5.01 of this Third Supplement for the benefit of the United States of America and the City, as their interests may appear pursuant to this Third Supplement. Such amounts shall be deposited therein and withdrawn therefrom as is necessary to comply with the provisions of Section 5.01. Any moneys held within the Rebate Account shall not constitute Security under the Master Ordinance.

**Section 4.03. RESERVE ACCOUNT.** (a) To accumulate and maintain a reserve for the payment of the Bonds equal to the average Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Account has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Account shall

be retained in the Reserve Account until the Reserve Account contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the System Account. The City shall deposit and credit to the Reserve Account amounts required to maintain the balance in the Reserve Account in an amount equal to the Required Reserve Amount by making monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount or by the deposit of a Reserve Account Obligation. There shall be deposited into the Reserve Account any Reserve Account Obligations so designated by the City. All funds, investments and Reserve Account Obligations on deposit and credited to the Reserve Account shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Account Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds. The Reserve Account is solely for the benefit of this series of Bonds and is not available to pay Annual Debt Service Requirements on any other Parity Debt.

(b) When and for so long as the cash, investments and Reserve Account Obligations in the Reserve Account equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Account; but, if and when the Reserve Account at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Account by resuming the deposits to such Account from the Pledged Revenues by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each interest payment date until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Account during any six (6) month period beginning on an interest payment date until there has been deposited into the Interest and Sinking Account the full amount required to be deposited therein by the next following semi-annual payment date, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Account Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the System Account, but subject to making the full deposits and credits to the Interest and Sinking Account required to be made by the next following interest payment date, as the case may be. The City further covenants and agrees that subject only to the prior deposits and credits to be made to the Interest and Sinking Account, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Account Obligation Payments when due, and to cure any deficiency in such amounts as required by the terms of this Third Supplement.

During such time as the Reserve Account contains the Required Reserve Amount, or any cash is replaced with a Reserve Account Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Reserve Account and deposit such surplus in the Interest and Sinking Account or otherwise use such amount in any manner permitted by law unless such surplus is required to be rebated in which case such event shall be deposited into the Rebate Account.

(c) A Reserve Account Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bonds may be used in lieu of depositing cash into the Reserve Account. In addition, a Reserve Account Obligation may be substituted for monies and investments in the Reserve Account if the substitution of the Reserve Account Obligation will not, in and of itself,

cause any ratings then assigned to the Bonds by any rating agency to be lowered and the ordinance authorizing the substitution of the Reserve Account Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve Amount in the Reserve Account shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the average Annual Debt Service Requirements. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the average Annual Debt Service Requirements, the City will be required to commence making Required Reserve Account Deposits, as provided in subsection (b) above, and to continue such Required Reserve Account Deposits until the earlier of (i) such time as the Reserve Account contains the Required Reserve Amount or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the average Annual Debt Service Requirements. Notwithstanding the provisions of Section 4.03(a) of this section, if the City commences deposits in the Reserve Account and later is authorized to suspend payments into the fund under this section any funds so accumulated may, at the discretion of the City: (i) remain in the Reserve Account or (ii) be used for any lawful purpose including additional projects or to pay debt service on the Bonds.

(e) A Reserve Account Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "A" by S&P or Moody's, or (ii) a surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Account Obligation for any claims or draws upon such Reserve Account Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Account Obligation Payment) shall be made from the deposits made to the Reserve Account as provided in this Section. The Reserve Account Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Account Obligation to reimbursement will be subordinated to the cash replenishment of the Reserve Account to an amount equal to the difference between the full original amount available under the Reserve Account Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Account Obligation becomes insolvent, or (b) the issuer of a Reserve Account Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "A" by S&P or Moody's, respectively, the obligation to



reimburse the issuer of the Reserve Account Obligation shall be subordinated to the cash replenishment of the Reserve Account.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below "A" by S&P or Moody's, respectively, or (c) the issuer of the Reserve Account Obligation defaults in its payment obligations hereunder or (d) the issuer of the Reserve Account Obligation becomes insolvent, the City shall either (i) deposit into the Reserve Account, in accordance with this Section, an amount sufficient to cause the cash or investments credited to the Reserve Account to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above, within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Account Obligation and provide notice to the issuer of the Reserve Account Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Account Obligation, ensure payment under the Reserve Account Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Parity Obligations will be due.

It is recognized that a Reserve Account Obligation may be issued which is payable only with respect to a part of the Bonds with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Reserve Account will have to be made on a pro-rata basis. Therefore, (i) draws upon one or more such Reserve Account Obligations shall be made on a pro-rata basis with cash and investments available in the Reserve Account and (ii) deposits and credits to the Reserve Account to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Account Obligation Payments to reimburse the issuers of the Reserve Account Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

(f) In connection with the issuance of the Bonds, the City is satisfying the Required Reserve Amount by depositing a Reserve Account Obligation into the Reserve Account by obtaining the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") from Build America Mutual Assurance Company ("BAM"). Notwithstanding anything to the contrary set forth in the Master Ordinance or this Third Supplement the City and the Paying Agent/Registrar agree to comply with the following provisions:

(1) The City shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by BAM (the "Reserve Insurer"). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Reserve Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate")

(any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Reserve Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Reserve Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Reserve Account and all other available amounts in any funds available to pay debt service on the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other credit facility on deposit in the Reserve Account in lieu of cash ("Reserve Fund Credit Instrument").

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable Reserve Fund Credit Instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the Required Reserve Amount.

(2) Draws under the Reserve Policy may only be used to make payments on Bonds covered under the Reserve Policy.

(3) If the City shall fail to pay any Policy Costs in accordance with the requirements of paragraph (1) above, the Reserve Insurer shall be entitled to exercise any and all legal and

equitable remedies available to it, including those provided under the Master Ordinance and this Third Supplement, or any other document executed in connection with the Bonds (collectively, the "Security Documents").

(4) The Security Documents shall not be discharged until all Policy Costs owing to the Reserve Insurer shall have been paid in full. The City's obligation to pay such amount shall expressly survive payment in full of the Bonds.

(5) The Reserve Policy shall expire and terminate in accordance with the terms and provisions of the Reserve Policy.

(6) Any amendment, supplement, modification to, or waiver of any of the Security Documents that requires the consent of the Owners of the Bonds or adversely affects the rights or interest of the Reserve Insurer shall be subject to the prior written consent of the Reserve Insurer.

(7) The Reserve Insurer is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

(8) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Security Documents.

(9) The Paying Agent/Registrar shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph 1 above and shall provide notice to the Reserve Insurer in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the City with the Paying Agent/Registrar to the debt service fund for the Bonds more often than semi-annually, the Paying Agent/Registrar shall give notice to the Reserve Insurer of any failure of the City to make timely payment in full of such deposits within two business days of the date due.

(10) The City agrees unconditionally that it will pay or reimburse the Reserve Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Reserve Insurer may pay or incur, including, but not limited to, fees and expenses of the Reserve Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Master Ordinance and this Third Supplement or any other Security Document ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Reserve Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Expenses on a timely basis will result in the accrual of interest on the unpaid amount at the

Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Reserve Insurer until the date the Reserve Insurer is paid in full.

(11) Payments made by the Reserve Insurer under the Reserve Policy with respect to claims for interest on or principal of the Bonds shall not discharge the obligation of the City with respect to such Bonds, and the Reserve Insurer shall become the owner of such unpaid Bonds and claims for the interest thereon. The City and the Paying Agent/Registrar recognize and agree that to the extent the Reserve Insurer makes payments directly or indirectly (e.g., by paying through the Paying Agent/Registrar), on account of principal of or interest on the Bonds, the Reserve Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the City, with interest thereon.

(12) In order to secure the City's payment obligations with respect to Policy Cost, there is hereby granted and perfected in favor of the Reserve Insurer a security interest (subordinate only to that of the owners of the Bonds) in all revenues and collateral pledged as security for the Bonds. Policy Costs shall be paid to the Reserve Insurer immediately following the payment of principal of and interest on the Bonds, including following the occurrence of a default or event of default.

(13) The City shall be obligated to pay, as an additional payment, to the Paying Agent/Registrar for deposit to the Reserve Account an amount equal to the debt service reserve fund replenishment under the Master Ordinance and Third Supplement, including amounts required to repay draws and Policy Costs under this Reserve Policy.

(14) Notice and Other Information to be given to the Reserve Insurer.

- (i) The City will provide the Reserve Insurer with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Bonds or the Paying Agent/Registrar under the Security Documents.
- (ii) In addition, the City shall provide the Reserve Insurer with the following notices and other information: (i) notice of any draw upon the Reserve Account within two (2) business days after knowledge thereof, other than in connection with withdrawals of amounts in excess of the Reserve Requirement; and (ii) prior written notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof.
- (iii) The Reserve Insurer shall be entitled to receive such additional information as it may reasonably request.

The notice address of the Reserve Insurer is:

Build America Mutual Assurance Company  
200 Liberty Street, 27th Floor

New York, NY 10281  
Attention: Surveillance, Re: Policy No. \_\_\_\_\_  
Telephone: (212) 235-2500  
Telecopier: (212) 235-1542  
Email: [notices@buildamerica.com](mailto:notices@buildamerica.com)

In each case in which notice or other communication refers to an event of default or a claim on the Reserve Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at [claims@buildamerica.com](mailto:claims@buildamerica.com) or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

## ARTICLE V COVENANTS REGARDING TAX EXEMPTION

**Section 5.01. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.** (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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



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

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

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

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

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

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

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any). It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are

hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Third Supplement is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Reimbursement. This Third Supplement is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

**Section 5.02. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR PROJECT.** The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Third Supplement (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 5.03. DISPOSITION OF PROJECT.** The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

## ARTICLE VI AMENDMENTS AND MODIFICATIONS

**Section 6.01. AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS.** Subject to the provisions of the Master Ordinance, this Third Supplement and the rights and obligations of the City and of the Owners of the Outstanding Bonds may be modified or amended at any time without notice to or the consent of any Owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the City contained in this Third Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Third Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Third Supplement, upon receipt by the City of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Third Supplement;
- (iii) To supplement the Security for the Bonds;
- (iv) To make such other changes in the provisions hereof, as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds;
- (v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds; or
- (vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds.

**Section 6.02. AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS.** (a) Amendments. Subject to the other provisions of this Third Supplement, the Master Ordinance and the consent of the Bond Insurer, the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Section 6.01 hereof, to this Third Supplement that may be deemed necessary or desirable by the City, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Third Supplement or in the Bonds so as to:

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(b) Notice. If at any time the City shall desire to amend this Third Supplement pursuant to Subsection (a), the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the City gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds and to the Bond Insurer.

(c) Receipt of Consents. Whenever at any time the City shall receive an instrument or instruments executed by all of the Owners or the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory resolution in substantially the same form.

(d) Consent Irrevocable. Any consent given by any Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount prior to the attempted revocation consented to and approved the amendment. Notwithstanding the foregoing, any consent given at the time of and in connection with the initial purchase of Bonds shall be irrevocable.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Security Register kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

**Section 6.03. EFFECT OF AMENDMENTS.** Upon the adoption by the City of any resolution to amend this Third Supplement pursuant to the provisions of this Article, this Third Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the City and all the Owners of Outstanding Bonds shall thereafter be determined, exercised, and enforced under the Master Ordinance and this Third Supplement, as amended.

## **ARTICLE VII MISCELLANEOUS**

**Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS.** Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) any underwriting discount or fees and any Credit Agreement fees for the Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest and sale proceeds to be used to pay capitalized interest for the Bonds, if any, shall be deposited as provided in Section 4.01;
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of acquiring, purchasing, constructing, improving, enlarging, and equipping the improvements being financed with the proceeds of the Bonds shall be deposited in the Bond Proceeds Account to be used for such purposes.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of principal of and interest on the Bonds.

**Section 7.02. MAILED NOTICES.** Except as otherwise required herein, all notices required or authorized to be given to the City, any Bond Insurer (as defined in, and pursuant to, Section 3.06 hereof) or the Paying Agent/Registrar pursuant to this Third Supplement shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

1. to the City:  
City of Huntsville, Texas  
1212 Avenue M  
Huntsville, Texas 77340  
Attn: Director of Finance  
Telephone: (936) 291-5486  
Facsimile: (936) 291-5489



2. to the Paying Agent/Registrar:

Zions Bancorporation, National Association, dba Amegy Bank  
1801 Main Street, Suite 850  
Houston, Texas 77002  
[Attn: Arla K. Scott, Vice President or  
Telephone: (713) 232-1919  
Attn: Mary Jane Henson, Senior Vice President  
Telephone: (713) 232-6036]

3. to any Bond Insurer:

The address, phone number and fax number specified by the Bond Insurer or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

**Section 7.03. DEFEASANCE OF BONDS.** (a) Deemed Paid. The principal of and/or the interest and redemption premium, if any, on any Bonds shall be deemed to be Defeased Debt within the meaning of the Master Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for the payment of its services until all Defeased Debt shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Security as provided in the Master Ordinance and this Third Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investments. The deposit under clause (ii) of subsection (a) of this Section shall be deemed a payment of Bonds as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with the Master Ordinance and this Third Supplement. Any money so deposited with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment

of such Bonds and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City for deposit to the General Account of the System Account.

(c) Continuing Duty of Paying Agent and Registrar. Notwithstanding any provision of any other Section of this Third Supplement which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Debt shall have become due and payable, the Paying Agent/Registrar for such Defeased Debt shall perform the services of Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Third Supplement.

(d) Amendment of this Section. Notwithstanding anything elsewhere in this Third Supplement, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bonds affected thereby.

(e) Retention of Rights. Notwithstanding the provisions of subsection (a) of this Section, to the extent that, upon the defeasance of any Defeased Debt to be paid at its maturity, the City retains the right under State law to later call that Defeased Debt for redemption in accordance with the provisions of this Third Supplemental Ordinance relating to the Defeased Debt, the City may call such Defeased Debt for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) of this Section with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

**Section 7.04. PAYING AGENT/REGISTRAR AGREEMENT, SALE OF BONDS, OFFICIAL STATEMENT AND VOTED AUTHORIZATION.** (a) The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar is hereby approved and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement.

(b) The Bonds are hereby initially sold and shall be delivered to \_\_\_\_\_ (the "Purchaser") at the price and in accordance with the terms and provisions of the winning bid form, which the Mayor of the City is hereby authorized and directed to execute and deliver and the City Secretary or Deputy City Secretary is further authorized and directed to attest. It is hereby officially found, determined, and declared that the bid received by the Purchaser is the best bid in accordance with the Notice of Sale and Preliminary Official Statement dated \_\_\_\_\_, 2025. The Initial Bond shall be registered in the name of Purchaser. The true interest cost of the Bonds is \_\_\_\_%.

(c) The City hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Notice of Sale and Preliminary Official Statement dated \_\_\_\_\_, 2025 prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

**Section 7.05. FURTHER PROCEDURES.** Each Authorized Representative is hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Third Supplement, the Bonds, the sale and delivery of the Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each the Bonds, the above-stated officers, with the advice of the City Attorney and Bond Counsel to the City, are hereby authorized to approve, subsequent to the date of the adoption of this Third Supplement, any amendments to the above named documents, and any technical amendments to this Third Supplement as permitted by Section 6.01 (v) or (vi) and a Authorized Representative is hereby authorized to execute this Third Supplement to evidence approval of such changes.

**Section 7.06. NONPRESENTMENT OF BONDS.** If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the City, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to non-presentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the City, free from the trusts created by this Third Supplement and Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

**Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.** Whenever this Third Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Third Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

**Section 7.08. PARTIAL INVALIDITY.** If any one or more of the covenants or agreements or portions thereof provided in this Third Supplement on the part of the City should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Third Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this Third Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

**Section 7.09. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.04 of this Third Supplement, being information of the type described in Exhibit C hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than ten (10) business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.



The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Third Supplement for purposes of any other provision of this Third Supplement.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially

impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

**Section 7.10. CREDIT AGREEMENT.** To the extent permitted by law, the City reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the City given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Ordinance. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

**Section 7.11. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Third Supplement is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Third

Supplement, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

- (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Third Supplement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.
- (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

- (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Third Supplement, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Third Supplement.
- (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
- (ii) By accepting the delivery of a Bond authorized under this Third Supplement, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Third Supplement do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.
- (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Third Supplement, or because of any Event of Default or alleged Event of Default under this Third Supplement.

**Section 7.12. RULES OF INTERPRETATION.** For purposes of this Third Supplement, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this Third Supplement as a whole and not to any particular Article, Section, or other subdivision.

(b) The definitions in an Article are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this Third Supplement have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this Third Supplement include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this Third Supplement have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this Third Supplement unless stated otherwise.

**Section 7.13. INDIVIDUALS NOT LIABLE.** All covenants, stipulations, obligations, and agreements of the City contained in this Third Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing Program, the Utility System and the City to the full extent authorized or permitted by State law. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity and neither the members of the City Council, nor any officer, employee, or agent of the City shall be liable personally on the Bonds when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 7.14. PAYMENT OF ATTORNEY GENERAL FEE.** The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Authorized Representative is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds of each Series.

**IN ACCORDANCE WITH SECTION 1201.028,** Texas Government Code, finally passed, approved and effective this 4th day of March, 2025.

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Russell Humphrey, Mayor  
City of Huntsville, Texas

**ATTEST:**

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Kristy Doll, City Secretary  
City of Huntsville, Texas

**APPROVED AS TO FORM:**

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Leonard Schneider, City Attorney  
City of Huntsville, Texas

[Third Supplement Signature Page 1]



The City has caused this Third Supplement to be executed by an Authorized Representative.

**CITY OF HUNTSVILLE, TEXAS**

By: \_\_\_\_\_  
Authorized Representative

[Third Supplement Signature Page 2]

## **EXHIBIT A DEFINITIONS**

As used in this Third Supplement, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Authorized Denominations" - Means \$5,000 or any integral multiple thereof.

"Authorized Representative" - Means the City Manager, Assistant City Manager, Director of Finance or such other individuals so designated by the City to perform the duties of an Authorized Representative under this Third Supplement.

"Bonds" - The Bonds issued pursuant to and governed by this Third Supplement, as described in Article II hereof.

"Bond Insurer" - One or more companies, if any, insuring all or any portion of the Bonds (or any portion thereof) or any successor thereof or assignee thereof.

"Chief Financial Officer" - Means the Finance Director or such other officer or employee of the City or such other individual so designated by the City to perform the duties of Chief Financial Officer under this Third Supplement.

"Current Interest Bonds" - The Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in this Ordinance.

"Defeasance Securities" - Means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"DTC" - The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" - Securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Financial Obligation" - a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Issuance Date" - The date of delivery of the Bonds to the initial purchaser(s) thereof against payment therefor.

"Master Ordinance" - The "Master Ordinance Establishing the Utility System Revenue Financing Program," adopted by the City on May 1, 2018, as may be amended or supplemented from time to time.

"Maturity" - When used with respect to the Bonds, the scheduled maturity of the Bonds.

"Maximum Rate" - A net effective interest rate (as defined in and calculated in accordance with the provisions of the Chapter 1204, Texas Government Code, as amended not to exceed fifteen percent (15%)).

"MSRB" - The Municipal Securities Rulemaking Board.

"Owner" - The registered owners of the Bonds as shown on the Security Register and to the extent set forth in a Credit Agreement relating to the Bonds, the party contracting with the City under a Credit Agreement.

"Paying Agent" - The agent selected and appointed by the City for purposes of paying the principal of, premium, if any, and interest on the Bonds to the Owners thereof, as identified in Section 2.03 hereof and any successor to such agent.

"Paying Agent/Registrar" - Collectively, the Paying Agent and the Registrar designated in Section 2.03 of this Third Supplement or any successor to such agent.

"Paying Agent/Registrar Agreement" - The agreement having such name executed by and between the City and the Paying Agent/Registrar.

"Predecessor Bonds" - Predecessor Bonds as defined in Section 2.05(a) hereof.

"Rebate Account" - The account by that name described in Section 4.02 hereof.

"Record Date" - With respect to each interest payment date of a Bond, the last business day of the next preceding month.

"Registrar" - The agent selected and appointed by the City for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

"Reserve Account" - The account that was described in Section 4.03 hereof.

"Reserve Account Obligation" - Means a surety bond or insurance policy deposited in the Reserve Account to satisfy the Required Reserve Amount whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Rule" - SEC Rule 15c2-12, as amended from time to time.

"SEC" - The United States Securities and Exchange City.

"Section" - Unless the context clearly requires otherwise, refers to a Section of this Third Supplement.

"Security Register" - The books and records kept and maintained by the Registrar relating to the registration, transfer, exchange, and payment of the Bonds and the interest thereon.

"Third Supplement" - This Third Supplemental Ordinance, which was adopted pursuant to authority reserved by the City under the Master Ordinance.

**EXHIBIT B**

**FORM OF BONDS**

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF WALKER  
CITY OF HUNTSVILLE, TEXAS  
WATER AND WASTEWATER SYSTEM REVENUE BOND,  
SERIES 2025**

**No. R-\_\_**

**\$19,150,000\***

| <b>BOND<br/>DATE</b> | <b>INTEREST<br/>RATE</b> | <b>MATURITY<br/>DATE</b> | <b>CUSIP<br/>NO.</b> |
|----------------------|--------------------------|--------------------------|----------------------|
| April 3, 2025        |                          |                          |                      |

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

The City of Huntsville, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2026. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the next preceding month. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

\* Preliminary, subject to change.

This Bond is one of a duly authorized issue of bonds designated as "City of Huntsville, Texas Water and Wastewater System Revenue Bonds, Series 2025" (the "Bonds"), in the aggregate principal amount of \$19,150,000\* issued pursuant to the laws of the State of Texas, including specifically the Enabling Act (the "Act"), and initially under and pursuant to an ordinance of the City adopted on March 4, 2025, and entitled Third Supplemental Ordinance to the Master Ordinance establishing the City of Huntsville, Texas Utility System Revenue Financing Program (the "Third Supplement") for the purpose of (i) replacing and upsizing various trunk sewer lines and replacing various sewer line segments together with engineering, legal and other related costs and (ii) paying the costs of issuing such Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Ordinance adopted on May 1, 2018 (the "Master Ordinance"), on a parity with all other Parity Debt (as defined in the Master Ordinance and the Third Supplement).

The Master Ordinance, as supplemented by the Third Supplement, is referred to in this Bond as the "Ordinance." Terms used herein and not otherwise defined shall have the meanings given in the Ordinance.

The Bonds are issued as "Current Interest Bonds," which total in principal amount \$35,055,000\* and which pay accrued interest at stated intervals to the Registered Owners.

### Redemption Provisions

The City reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2035, in whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2034, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If the Bonds are redeemed, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

The Bonds maturing on August 15, 20\_\_, and 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

#### Bonds Maturing August 15, 20\_\_ °

| Redemption Date | Principal Amount |
|-----------------|------------------|
| August 15, 20__ | \$               |
| August 15, 20__ |                  |

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°Final Maturity

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\* Preliminary, subject to change.



**Bonds Maturing August 15, 20<sup>o</sup>**

| <b>Redemption Date</b> | <b>Principal Amount</b> |
|------------------------|-------------------------|
| August 15, 20          | \$                      |
| August 15, 20          |                         |

---

<sup>o</sup>Final Maturity

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

At least 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such

notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Notice of redemption shall be given at the times and in the manner provided in the Third Supplement.

If this Bond is in a denomination in excess of \$5,000, portions of the principal sum hereof in principal amount of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Registered Owner hereof, upon the surrender of this Bond at the principal office of the Paying Agent/Registrar, a new Bond or Bonds of like maturity, series and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the principal amount hereof. If this Bond is selected for redemption, in whole or in part, neither the City nor the Paying Agent/Registrar shall be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to any exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are special obligations of the City payable solely from and equally secured by a lien on and pledge of the Security. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City, except with respect to the Security.

The pledge of the Security and the other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for their payment on the terms and conditions set forth in the Ordinance.

Subject to satisfying the terms and conditions stated in the Ordinance, the City has reserved the right to issue additional Parity Debt payable solely from and equally and ratably secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Ordinance to the payment of the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the City; the

terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond and this Bond thereafter no longer to be secured by the Ordinance or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred only upon its presentation and surrender at the designated office of the Paying Agent/Registrar named below, or its successor with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Maturity of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a duly organized and legally existing home-rule city, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Ordinance; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

**IN TESTIMONY WHEREOF**, the City has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Bond to be executed in the name of and on behalf of the City with the manual or facsimile signatures of its Mayor, and attested by the City Secretary.

**CITY OF HUNTSVILLE, TEXAS**

---

Russell Humphrey, Mayor

**ATTEST:**

---

Kristy Doll, City Secretary

(SEAL)

**[INSERTIONS FOR THE INITIAL BOND]**

The Initial Bond shall be in the form set forth in this exhibit, except that:

- A. Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below", and the heading "CUSIP NO." shall be deleted.
- B. The first paragraph of the Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in this Ordinance):

"The City of Huntsville, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Year of Maturity</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|-------------------------|-------------------------|----------------------|
|-------------------------|-------------------------|----------------------|

(Information from Sections 2.02 and 2.03 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the respective per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2026. Principal of this Bond shall be payable to the

Registered Owner hereof, upon presentation and surrender, at the principal office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the next preceding month. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof."

C. The Initial Bond shall be numbered "T-1."

Form of Registration Certificate of Comptroller of Public Accounts  
to Appear on Initial Bond only.

**REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS**

|                                                                                |             |                           |
|--------------------------------------------------------------------------------|-------------|---------------------------|
| <b>OFFICE OF THE COMPTROLLER<br/>OF PUBLIC ACCOUNTS<br/>THE STATE OF TEXAS</b> | §<br>§<br>§ | <b>REGISTER NO. _____</b> |
|--------------------------------------------------------------------------------|-------------|---------------------------|

**I HEREBY CERTIFY** that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

**WITNESS** my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

**AUTHENTICATION CERTIFICATE OF  
PAYING AGENT/REGISTRAR**

This Bond has been duly issued and registered under the provisions of the within-mentioned Resolution; the bond or bonds of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, dba AMEGY BANK  
as Paying Agent/Registrar

Registered this date:

By: \_\_\_\_\_  
Authorized Signature

Form of Assignment.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

---

(Please insert Social Security or Taxpayer Identification Number of Transferee)

(Please print or typewrite name and address, including zip code, of Transferee)

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

DATED: \_\_\_\_\_

Signature guaranteed by:

NOTICE: The signature on this  
assignment must correspond with the name  
of the Registered Owner as it appears on  
the face of the within Bond in every  
particular.



## **EXHIBIT "C"**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 7.09 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Historical Water Consumption;
- (2) Table 2 - Largest Water Customers;
- (3) Table 3 - Monthly Water Rates;
- (4) Table 4 - Wastewater Usage;
- (5) Table 5 - Ten Largest Sewer Customers;
- (6) Table 6 - Monthly Sewer Rates;
- (7) Table 7 - Pro Forma Revenue Debt Service Requirements
- (8) Table 8 - Condensed Statement of Operations;
- (10) Table 9 - Coverage and Fund Balances;
- (11) Table 10 - Value of the System;
- (12) Table 11 - City's Equity in the System; and
- (13) Appendix B.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.



## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 2.c.

**Agenda Item: Second Reading** - Consider Ordinance No. 2025-6, an ordinance of the City Council of the City of Huntsville, Texas, amending the Zoning District Map of the City of Huntsville, Texas, to change the Zoning District classification for property adjacent to Veterans Memorial Parkway and Smither Drive on approximately 708.866-acre tracts located on Walker County Property ID #11382, 45683, 11417, 45685, 42930, 45678, 21344, 15912, 20702, 69467, 20703, 38208, 17467, and 45680, also known as the Legacy Pines Planned Development from Mixed Use to Planned Development (Huntsville Planned Development-3) and approve the Planned Development Design Standards.

**Initiating Department/Presenter:** Development Services

**Presenter:**

Layne Yeager, City Planner/Airport Manager

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**Recommended Motion:** 2nd Reading - Motion to approve Ordinance No. 2025-6, an ordinance of the City Council of the City of Huntsville, Texas, amending the Zoning District Map of the City of Huntsville, Texas, to change the Zoning District classification for property adjacent to Veterans Memorial Parkway and Smither Drive on approximately 708.866-acre tracts located on Walker County Property ID #11382, 45683, 11417, 45685, 42930, 45678, 21344, 15912, 20702, 69467, 20703, 38208, 17467, and 45680, also known as the Legacy Pines Planned Development from Mixed Use to Planned Development (Huntsville Planned Development-3) and approve the Planned Development Design Standards.

---

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

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**Discussion:** Staff has received an application for a Zoning District change to develop a Planned Development on a 708.866-acre tract of land adjacent to Veterans Memorial Parkway in Walker County. The Legacy Pines development is proposed to consist of multiple land uses, including residential, village cluster/multi-family, community retail, a historic town center, activity centers, elementary and middle schools, medical centers, a resort, a golf course, parks, greenspaces, trail systems, and floodplain preservation.

At its meeting on December 5, 2023, the Planning Commission unanimously recommended approval of the change from Mixed Use (MU) to Planned Development (PD) and the Concept Plan.

At its meeting on December 19, 2023, the Planning Commission unanimously recommended approval of the Development Plan.

---

**Previous Council Action:** December 17, 2024 - City Council held a public hearing for the PD Zone Change request and approved the PD Concept Plan.

January 21, 2025 - City Council held a public hearing for and approved the PD Development Plan.

February 18, 2025 - City Council held the first reading of this item.

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**Financial Implications:**

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**Approvals:**

Kevin Byal  
Leonard Schneider  
Sam Masiel  
Kristy Doll

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**Associated Information:**

1. Planned Development ORDINANCE 2025-6 (5)
2. Legacy Pines Conceptual Plan
3. Exhibit A - Legacy Pines Development Standards

## **ORDINANCE NO. 2025-6**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR PROPERTY ADJACENT TO VETERANS MEMORIAL PARKWAY AND SMITHER DRIVE ON +/- 708.866 ACRE TRACTS LOCATED ON WALKER COUNTY PROPERTY ID 11382, 45683, 11417, 45685, 42930, 45678, 21344, 15912, 20702, 69467, 20703, 38208, 17467, AND 45680., FROM MIXED USE TO PLANNED DEVELOPMENT (HUNTSVILLE PLANNED DEVELOPMENT-3) AND APPROVE THE PLANNED DEVELOPMENT DESIGN STANDARDS.**

**WHEREAS** the City Council of the City of Huntsville, Texas, has adopted an Official Zoning District Map and attendant regulations for the City which, in accordance with the Comprehensive Plan, was designed to control the density of population to the end that congestion may be lessened in public streets and that the public health, safety, convenience and general welfare is promoted in accordance with Chapter 211, Municipal Zoning Authority of the Texas Local Government Code; and

**WHEREAS** the Development Code of the City of Huntsville provides for the amendment of the Official Zoning Map and approval of a Planned Development Plan; and

**WHEREAS** after public notice, the Planning Commission held a public hearing on December 5, 2024, to consider comments of the public regarding the adoption of the amendment to the Zoning District Map and approval of the Planned Development Concept Plan to build a Master Planned Development on +/-708.866 acres to include mixed-uses consisting of single-family and multi-family residences, commercial development, and recreational amenities; and

**WHEREAS** the Planning Commission has studied and evaluated the request and the report prepared by City Staff; and

**WHEREAS** the Planning Commission has considered the comments of the public presented at the public hearing and has prepared a report for this Council of its conclusions and recommendations;

**WHEREAS** after public notice, City Council held a public hearing on December 17, 2024, considering comments from the public regarding the adoption of amendments to the Official Zoning District Map and approval of the Planned Development Concept Plan; and

**WHEREAS** after public notice, City Council held a public hearing on January 21, 2025, considering comments from the public regarding the approval of the Development Plan for the Planned Development; and

**WHEREAS** the City Council has studied and evaluated the request, the report prepared by City Staff and the recommendations by the Planning Commission; and

**WHEREAS** the City has updated the map to reflect the amended area to be known as Huntsville Planned Development-3;

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

**SECTION 1:** The Official Zoning District Map of the City of Huntsville, as provided in Section 2.200 of the City's Development Code, is amended and City Staff is direct to make such change.

**SECTION 2:** The newly amended Official Zoning District Map is adopted and shall supersede the prior Official Zoning District Map and shall be identified by the signature of the mayor and attested to by the City Secretary.

**SECTION 3:** The Planned Development Design Standard are included, as depicted in Exhibit A, attached hereto is approved.

**SECTION 4:** The City Secretary is hereby directed to cause the caption of this Ordinance to be published at least twice within ten days of final passage. This ordinance shall take effect ten (10) days after the date of final passage.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

**THE CITY OF HUNTSVILLE**

\_\_\_\_\_  
Russell Humphrey, Mayor

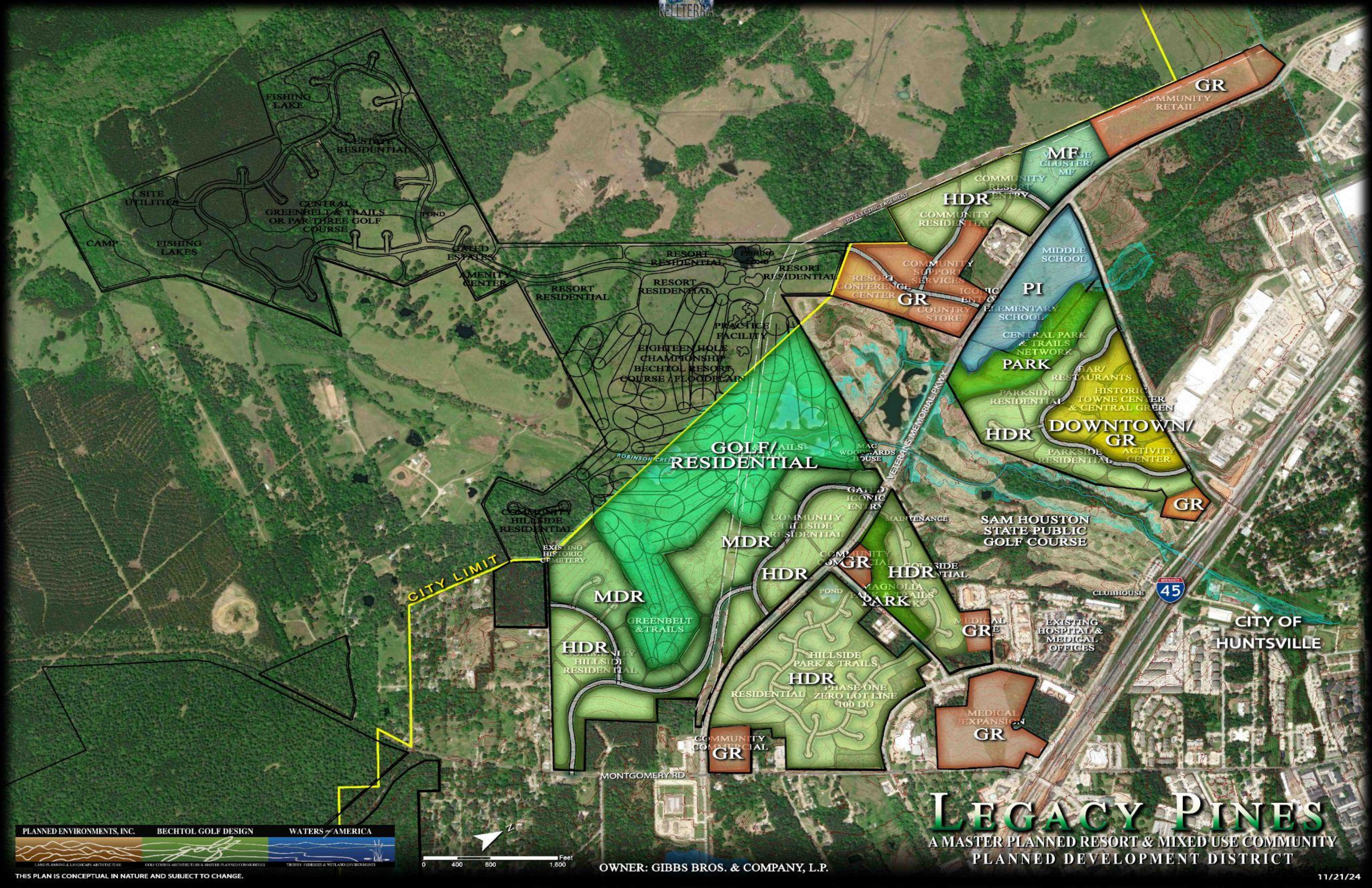
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kristy Doll, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney





PLANNED ENVIRONMENTS, INC. BECHTOL GOLF DESIGN WATERS OF AMERICA



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



OWNER: GIBBS BROS. & COMPANY, L.P.

**LEGACY PINES**  
A MASTER PLANNED RESORT & MIXED USE COMMUNITY  
PLANNED DEVELOPMENT DISTRICT





## DEVELOPMENT CODE

## Legacy Pines Planned Development Design Standards

### UNIFIED DEVELOPMENT ORDINANCE

**Contents:****Article 1 Introductory Provisions****Article 2 Zoning Districts****Article 3 ~~Overlay Districts~~****Article 4 Use Regulations****Article 5 Lot and Setback Regulations****Article 6 Parking and Driveway Access****Article 7 Landscaping and Buffers****Article 8 Signs****Article 9 Flood Protection****Article 10 Infrastructure and Public Improvements****Article 11 Nonconformities****Article 12 Development Review and Approval Procedures****Article 13 Administration****Article 14 Enforcement****Article 15 Terminology and Definitions****Appendix 1: Preliminary Plan Submittal Requirements****Appendix 2: Final Plat Submittal Requirements****Ordinance History Table**

Reserved

Appendix 3: Planned  
Development District  
Property DescriptionAppendix 4: Tree  
Preservation and Mitigation

# ARTICLE 1 INTRODUCTORY PROVISIONS

## Contents:

- 1.100 Official Name (Title)
- 1.200 Authority
- 1.300 Effective Date
- 1.400 Applicability and Jurisdiction
- 1.500 Purposes
- 1.600 Commentaries
- 1.700 Minimum Requirements
- 1.800 Interpretation
- 1.900 Compliance Required
- 1.1000 Conflicting Provisions
- 1.1100 Transitional Provisions
- 1.1200 Severability

## 1.100 OFFICIAL NAME (TITLE)

The official title of this document is the *Development Code of the City of Huntsville, Texas*. For convenience it is referred to throughout this document simply as the "Development Code."

## 1.200 AUTHORITY

The Huntsville City Council adopts this Development Code pursuant to the powers granted in the City Charter and the Texas Local Government Code, including Chapters 211 and 212.

## 1.300 EFFECTIVE DATE

The provisions of this Development Code become effective on ~~September 13, 2024~~, except as otherwise expressly stated.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

January 16, 2025

## 1.400 APPLICABILITY AND JURISDICTION

~~The provisions of this Development Code apply to all public and private development within the corporate limits of the City of Huntsville, except as provided by state or federal law or as otherwise expressly stated in this Development Code.~~

## 1.500 PURPOSES

This Development Code is adopted for the purposes of:

- 1.501 Protecting and promoting the public health, safety and general welfare; and

This Development Code, and the standards, rules, and regulations described herein, apply to all public and private development within the property described in Appendix 3, together with all property that may be added in the future pursuant to written agreement with a developer of property and the City (collectively, the "Planned Development").

~~1.502 Implementing the policies and goals contained in the City of Huntsville's Comprehensive Plan and other adopted plans of the City.~~

## 1.600 COMMENTARIES

---

Commentaries are sometimes included in this Development Code as a means of clarifying provisions or providing supplemental information for code users. Text marked as "commentary" has no regulatory effect. It is intended solely as a guide for administrative officials and the public.

*Commentary: Commentaries will have this appearance.*

## 1.700 MINIMUM REQUIREMENTS

---

- 1.701 The provisions of this Development Code are the minimum requirements deemed necessary to carry out the Development Code's stated purpose and intent.
- 1.702 In addition to the requirements of this Development Code, all uses and development and construction activities must comply with all other applicable ordinances, laws, regulations and standards, including but not limited to:
- 1.702.A Municipal code [Chapter 12](#) (Buildings and Building Regulations);
  - 1.702.B Construction Specifications for Public Improvements; and
  - 1.702.C Standard Drawings for Public Improvements.
- 1.703 Compliance with this Development Code is a precondition for the issuance of any permits or approval of plats, public improvements or private improvements within the City or its extraterritorial jurisdiction.
- 1.704 All references in the Development Code to other governmental regulations are for informational purposes only and do not constitute a complete list of such regulations. These references do not imply any responsibility for the City to enforce regulations imposed by other government authorities.

Effective on: 2/22/2023

So long as the plat meets the requirements of this Development Code, the City shall approve the plat, permit, or improvement.

## 1.800 INTERPRETATION

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In the interpretation and application of this Development Code, all provisions must be:

- 1.801 Liberally construed in favor of the City; and
- 1.802 Deemed neither to limit nor repeal any other powers granted to the City under state statutes.

## 1.900 COMPLIANCE REQUIRED

---

Except as otherwise expressly stated in this Development Code:

- 1.901 Land may not be used for any purpose other than one that is allowed in the subject zoning district.
- 1.902 A building or structure may not be erected, moved, reconstructed, extended, or structurally altered for any purpose other than one that is allowed in the subject zoning district.
- 1.903 Buildings, structures, and land may be used and occupied only in compliance with the requirements specified in this Development Code.

- 1.904 All lots created or modified must comply with all applicable regulations of the subject ~~zoning district.~~

Effective on: 2/22/2023

this Development Code controls.

## 1.1000 CONFLICTING PROVISIONS

---

### 1.1001 Conflict with State or Federal Regulations

If the provisions of this Development Code are inconsistent with those of the state or federal government, the more restrictive provision governs, to the extent allowed by law. The more restrictive provision is the one that imposes more stringent controls.

### 1.1002 Conflict with Other City Regulations

If the provisions of this Development Code are inconsistent with one another or if they conflict with provisions found in other adopted ordinances or regulations of the City, ~~the more restrictive provision governs unless otherwise expressly stated. The more restrictive provision is the one that imposes more stringent controls.~~

### 1.1003 Conflict with Private Agreements and Covenants

This Development Code is not intended to interfere with, abrogate, or annul any easement, covenant, deed restriction, or other agreement between private parties. If the provisions of this Development Code impose a greater restriction than imposed by an agreement or covenant among private parties, the provisions of this Development Code govern. The City is not responsible for monitoring or enforcing agreements or covenants among private parties.

## 1.1100 TRANSITIONAL PROVISIONS

---

The provisions of this section address the transition from the previous Development Code (the one in effect before the effective date specified in Sec. 1.300) to this Development Code.

### 1.1101 Applications, Permits and Approvals

1.1102.A Any building, development, or structure for which a building permit was issued or a complete permit application had been accepted for processing before the effective date specified in Sec. 1.300 may be completed in conformance with the issued building permit and other applicable permits and conditions, even if such building, development or structure does not comply with provisions of this Development Code.

1.1102.B Applications for development approvals that were submitted in complete form and are pending approval on the effective date specified in Sec. 1.300 must be reviewed wholly under the terms of the Development Code in effect immediately before the effective date specified in Sec. 1.300. Building permits may be issued for construction or development approved under this paragraph (§1.1101.B), even if such building, development or structure does not fully comply with provisions of this Development Code.

### 1.1102 Violations Continue

1.1102.A Any violation of the previous Development Code will continue to be a violation under this Development Code and be subject to penalties and enforcement under Article 14.

1.1102.B If the use, development, construction or other activity that was a violation under the previous Development Code complies with the express terms of this Development Code, enforcement action will cease, except to the extent of

collecting penalties for violations that occurred before the effective date specified in Sec. 1.300.

- 1.1102.C The adoption of this Development Code does not affect any pending or future prosecution of, or action to abate, violations of the previous Development Code that occurred before the effective date specified in Sec. 1.300.

~~Effective on: 2/22/2023~~

## **1.1200 SEVERABILITY**

---

If any portion of this Development Code is held to be invalid or unconstitutional by a court of competent jurisdiction, that portion is to be deemed severed from the Development Code and in no way affects or diminishes the validity of the remainder of the Development Code.

~~Effective on: 2/22/2023~~



Developers may utilize the standards applicable to any of the zoning districts included in this Table 2-1 within any part of the Planned Development District; provided, however, that when a Developer utilizes the standards applicable to such zoning district, all the standards applicable to such zoning district must be used, and no others. There is no minimum acreage by which a particular set of standards applicable to the zoning districts may be applied to property within the Planned Development District. Gibbs Brothers & Company, LP, and its successors and/or assigns, will prepare and keep current a map of the Planned Development District that depicts the zoning district standards and regulations applicable to all property within the Planned Development District and will, upon request, furnish such map to the City for review and use in connection with the enforcement of this Development Code.

## ARTICLE 2 ZONING DISTRICTS

### Contents:

#### 2.100 The Districts

#### 2.200 Zoning District Map

#### 2.300 Lot and Setback Regulations

#### 2.400 Supplemental District Regulations

## 2.100 THE DISTRICTS

The City's zoning districts are listed in Table 2-1 and Table 2-2.

| Table 2-1: Zoning Districts         |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |
|-------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Zoning District                     | Future Land Use Category | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Former Zoning District                            |
| <b>Residential</b>                  |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |
| Medium Density Residential (MR)     | General Residential      | This designation covers areas with predominantly single-family residential uses at typical in-city densities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Neighborhood Conservation (NC) and Management (M) |
| High Density Residential (HR)       | Multi-Family Residential | This designation involves areas devoted primarily to structures with multiple residential units, at a greater intensity (i.e., units per building or acre) than found in single-family residential. Higher intensities may be appropriate in certain locations. Site design and open space standards may be applied to offset the relative density of this residential type, to ensure adequate recreational space on the site for residents, and to provide buffering and screening between this and less intensive residential uses. This use category can also provide a transition from primarily residential to mainly non-residential areas. | Management (M)                                    |
| Simple Living Residential (SLR)     | General Residential      | This designation is for small lot living in a variety of structure types and arrangements including site-built homes, manufactured homes and manufactured home parks, recreation vehicles, tiny homes, and cottage courts.                                                                                                                                                                                                                                                                                                                                                                                                                         | Management (M)                                    |
| <b>Nonresidential and Mixed Use</b> |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |

| Table 2-1: Zoning Districts |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        |
|-----------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Zoning District             | Future Land Use Category | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Former Zoning District |
| Industrial (IN)             | Industrial               | <p>This designation accommodates uses that are intensive in terms of how “light” industrial and especially “heavy” industrial activities can affect other nearby properties. This can include factors such as noise, vibration, light/glare, odor, truck traffic, and hours of operation, as well as the sheer scale and intensity of some heavy industrial uses. Depending on the standards applied through development regulations, an industrial area can allow for a wide range of uses, from office/warehouse to wholesale, product assembly, and manufacturing. Some communities aim for a more aesthetic business or industrial “park” environment, with specific standards for building arrangement and orientation, extensive landscaping, and especially full screening of loading and outdoor activity/storage areas, if such external activity is even permitted. A campus feel may be further reinforced by private or public streetscape and design enhancements, including special signage at industrial area entries and key intersections, unified lighting design, etc.</p> | Management (M)         |

| Table 2-1: Zoning Districts   |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |
|-------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Zoning District               | Future Land Use Category | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Former Zoning District |
| Mixed Use (MU)                | Corridor Mixed Use       | This designation is for properties in commercial retail, office and service uses along and near high-profile roadway corridors as well as other locations to accommodate neighborhood-focused businesses. Commercial uses include typical "big-box" developments that will draw patrons from a wide area, while neighborhood-focused businesses include smaller footprint sites that cater to serving a smaller area where mixed-use development outcomes are desired and encouraged. The mix of uses may include residential, especially to provide additional housing options and forms within the community. Major public and/or institutional facilities may also serve as development anchors within the area. Where non-residential and mixed-use developments are adjacent to residential neighborhoods, site standards involving building scale and placement should be triggered to ensure compatibility. | Management (M)         |
| Public and Institutional (PI) | Public/Institutional     | This designation is for public facility land uses and their vicinities that warrant special consideration. Such consideration is necessary either to: (1) protect a major community asset or other highly-valued use; or (2) buffer and protect nearby properties from potential adverse effects depending on the nature and operational aspects of the public use. This is for all public and institutional facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Management (M)         |

| Table 2-1: Zoning Districts |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
|-----------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Zoning District             | Future Land Use Category | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Former Zoning District   |
| Downtown (D)                | Downtown Area Mixed Use  | This designation, in many cities, involves the most intensively developed area of the community in terms of the greatest coverage of sites with building footprints and the least amount of private development area devoted to off-street parking and landscaping. Instead, most parking is accommodated on-street and/or within public parking areas. This enables most streets and other public spaces to be framed by buildings with zero or minimal front setbacks, creating “architectural enclosure” versus the progressively more open feel in other character areas (auto-oriented, suburban, etc.). All of these elements, along with a mixed-use orientation, make these areas of a city the most conducive for pedestrian activity and interaction. Public plazas and pocket parks can provide green space amid the urban environment and a place to gather and host community events. | Downtown (D)             |
| Planned Development (PD)    | N/A                      | This designation is intended to allow a diverse mixture of residential and/or nonresidential uses and structures that function as cohesive and unified projects. The districts encourage innovation by allowing flexibility in permitted use, design, and layout requirements in accordance with a Unified Development Ordinance. This should provide benefits by providing opportunities for employment and services closer to residences.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Planned Development (PD) |

| Table 2-2: Overlay Districts                        |                          |                                                                                                                                                                                                                                                                                       |                                                     |
|-----------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Zoning District                                     | Future Land Use Category | Purpose                                                                                                                                                                                                                                                                               | Former Zoning District                              |
| <del>I-45 Overlay (I-45-O)</del>                    | <del>N/A</del>           | <del>This designation is established to recognize the corridor as a unique area that promotes a mix of uses that may include commercial, retail, office, and special areas, along the corridor.</del>                                                                                 | <del>New</del>                                      |
| <del>Veterans Memorial Parkway Overlay (VMPO)</del> | <del>N/A</del>           | <del>This designation is for an area bounded by the right of way of Veteran's Memorial Parkway beginning at its most southern end at the intersection of the west feeder road of IH-45 and ending at the most northern end at the intersection of the west feeder road of IH-45</del> | <del>Veterans Memorial Parkway Overlay (VMPO)</del> |

| Table 2-2: <del>Overlay Districts</del> <span>Reserved</span> |                          |                                                                                                                                                                                                                                                                  |                                |
|---------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Zoning District                                               | Future Land Use Category | Purpose                                                                                                                                                                                                                                                          | Former Zoning District         |
| Airport Hazard Overlay (AHO)                                  | N/A                      | <del>This designation is intended to protect the municipal airport and the surrounding area from the encroachment of incompatible land uses that may present hazards to users of the airport as well as persons living or working in the airport vicinity.</del> | Airport Hazard Overlay (AHO)   |
| Residential Protection Overlay (RP-O)                         | N/A                      | <del>This designation is intended to protect property values by conserving the overall character and function of previously existing single family detached house residential areas of the City.</del>                                                           | Neighborhood Conservation (NC) |

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 2.200 ZONING DISTRICT MAP

### 2.201 Establishment

The location and boundaries of the zoning districts are shown on a geographic coverage layer that is maintained as part of the City's geographic information system (GIS). This geographic coverage layer constitutes the City's Official Zoning Map. The Official Zoning Map, including all notations, references, data and other information shown on it, is adopted and incorporated into this UDO and has the same legal force and effect as the UDO.

### 2.202 Available for Inspection

The map that is officially on file at City Hall is available for public inspection. This map shall control in the event of a conflict between the official map and any other reproduction of the map.

### 2.203 Maintenance, Updates, and Publishing

The City Planner is responsible for directing revisions to the Official Zoning Map to reflect its amendment as soon as possible after the effective date of any zoning map amendment. No unauthorized person may alter or modify the official map.

### 2.204 Map Interpretations

Where any uncertainty exists about a zoning district boundary, the City Planner is authorized to refer the matter to the Board of Adjustment for a determination or make an administrative interpretation using the following rules of interpretation:

2.204.A A boundary shown on the Official Zoning Map as approximately following lot lines will be construed as following those lot lines.

2.204.B A boundary shown on the Official Zoning Map as approximately following a street, alley, or railroad line will be construed as following the centerline of the street, alley or railroad right-of-way.



- 2.204.C A boundary shown on the Official Zoning Map as approximately following the shoreline or centerline of a river, stream, lake or other water body will be construed as following the actual shoreline or centerline of that water body.
- 2.204.D A boundary shown on the Official Zoning Map as approximately parallel to, or as an apparent extension of, a feature described above will be construed as being actually parallel to, or an extension of, the feature.
- 2.204.E If a boundary shown on the Official Zoning Map is inconsistent with a description included within an amending ordinance, the amending ordinance governs.
- 2.205 ~~Classification of Annexed Land~~
- ~~Territory annexed to the City will be classified in the MR zoning district, with the Residential Protection Overlay, unless otherwise provided by the annexation plan adopted by City Council.~~

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 2.300 LOT AND SETBACK REGULATIONS

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Principal uses and structures in all zoning districts are subject to the lot and setback regulations of Article 5.

~~Effective on: 2/22/2023~~

## 2.400 SUPPLEMENTAL DISTRICT REGULATIONS

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### 2.401 Simple Living Residential District

#### 2.402.A Purpose

The Simple Living Residential (SLR) District provides for a variety of different types and arrangements of housing that may be constructed or manufactured on or off-site and which may be placed on individual lots or a common lot. This district may accommodate manufactured homes, manufactured home parks, recreational vehicle parks, tiny homes on individual lots, or cottage court formats. Neighborhoods may serve as permanent or temporary residences.

#### 2.402.B Applicability

The SLR District may be applied in a zone change request within a residential land use category on the Future Land Use Map, as deemed appropriate. These residential use types provide options that contribute to the overall availability of housing choice in the City. They may be appropriate on smaller infill properties suitable for this scale of development, when the adjacent uses and natural environment provide for compatibility, and in locations proximate to employment areas.

#### 2.402.C Land Uses

The following land uses, as depicted in Figure 2-1, *SLR District Residential Uses*, are permitted in the SLR District, subject to the standards of this Section:

1. Manufactured home park or subdivision;
2. Recreational vehicle park;

3. Tiny house community; and
4. Residential and nonresidential land uses permitted as of right or by Conditional Use Permit according to [Table 4-1, Use Table](#).

**Figure 2-1: SLR District Residential Uses**



## 2.402 **Lot and Setback Regulations**

### 2.402.A **Residential Uses**

Dimensional requirements for new residential development in the SLR District shall comply with the standards in Table 2-3, *SLR District Lot Size and Building Setback Standards*, below.

### 2.402.B **Nonresidential Development**

Proposed new mixed use and nonresidential development in the SLR District shall comply with the requirements of the MU District in Section [5.300, Nonresidential and Mixed Use Lot Size and Building Setback Requirements](#).

| Table 2-3: SLR District Lot Size and Building Setback Standards                                                                                                                                                                    |                                      |                           |                                |                                 |                      |                 |      |      |                                               |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------|--------------------------------|---------------------------------|----------------------|-----------------|------|------|-----------------------------------------------|-----------------------|
| Housing Type                                                                                                                                                                                                                       | Min. Open Space<br>(Percent of Site) | Min. Site Area<br>(Acres) | Min. Lot or Pad Area<br>(Feet) | Min. Lot or Pad Width<br>(Feet) | Min. Setbacks (Feet) |                 |      |      | Min. Building Or Vehicle Separation<br>(Feet) | Max. Height<br>(Feet) |
|                                                                                                                                                                                                                                    |                                      |                           |                                |                                 | Street               | Street Side     | Side | Rear |                                               |                       |
| Manufactured Home Park/<br>Detached House Subdivision                                                                                                                                                                              | 10                                   | 5                         | 4,000                          | 40                              | 20                   | 15              | 5    | 10   | 10                                            | 35                    |
| Manufactured Home <sup>2</sup>                                                                                                                                                                                                     | 10                                   | N/A                       | 3,500                          | 35                              | 20                   | 15              | 5    | 10   | 10                                            | 35                    |
| Recreational Vehicle Park                                                                                                                                                                                                          | 5                                    | 5                         | 1,200                          | 25                              | 50 <sup>1</sup>      | 50 <sup>1</sup> | 25   | 25   | 10                                            | 15                    |
| Tiny House Community                                                                                                                                                                                                               | 15                                   | 1                         | 1,200                          | 25                              | 20                   | 15              | 5    | 10   | 10                                            | 35                    |
| TABLE NOTES:<br>1. No recreational vehicle parking pad shall be closer than 50 feet from any exterior property line.<br>2. Manufactured homes placed on a legal nonconforming lot outside a manufactured home park or subdivision. |                                      |                           |                                |                                 |                      |                 |      |      |                                               |                       |

## 2.403 SLR District Use Standards

### 2.403.A Recreational Vehicle Park

Refer to Section 4.200, *Supplemental Use Regulations*.

### 2.403.B Manufactured Home Park or Subdivision

Refer to Section 4.200, *Supplemental Use Regulations*.

### 2.403.C Tiny House Community

1. Building Standards. A tiny house that is part of a tiny house community shall be built to the City's residential building code.
2. Maximum Floor Area. A tiny house shall consist of a total maximum floor area of 600 square feet, excluding any loft space.
3. Permanent Foundations. Tiny houses that are part of a tiny house community shall be constructed on a permanent foundation. Tiny houses on wheels or other non-permanent foundations are prohibited from being part of a tiny house community but may be placed on a lot within a RV park or manufactured home park.
4. Tiny Houses. A Prefabricated tiny house shall have proof of inspection by a recognized agency and is required to be skirted.

## 2.404 Open Space

The following shall apply to required open space in the SLR District:

### 2.404.A Open Space

Open space shall be provided at the minimum required in Table 2-3, *SLR District Lot Size and Building Setback Standards*, and shall include a central green lawn or garden area, playground, or plaza as a central focal point of all dwellings.

2.404.B **Walkways**

Common improvements of the common area shall include pedestrian walkways connecting each dwelling unit to a community-wide sidewalk network, shared parking areas or garages.

2.404.C **Buffer Requirements**

The site shall provide a buffer around the perimeter that preserves existing vegetation and incorporates landscape materials, berms, or a wall or fence to provide a visual buffer from adjacent development. See Section 7.500, *Buffers*.

2.405 **Garages**

The following garage structure requirements shall apply to a residential use in the SLR District:

2.405.A **Access**

If provided, detached garages serving more than one dwelling unit shall be accessed via a private drive or alley.

2.405.B **Bays**

A detached garage building shall not exceed four car bays unless it is screened by a buffer required in Section 7.500, *Buffers*.

2.405.C **Design**

Detached garage buildings shall be consistent in architecture and design to the principal dwellings.

2.406 **PD District**

Refer to Section 12.400, *Planned Developments*.

2.406.A **Minimum Area**

Each PD district established must have a minimum contiguous area of at least 5 acres.

2.407 **MU District**

2.407.A **Generally**

In addition to the applicable standards in this UDO, buildings in the Mixed Use (MU) District shall comply with the following standards.

2.407.B **Percentage of Residential**

1. Horizontal Mixed Use. For a horizontal mixed-use development, a maximum of 60 percent of the land area of the development shall consist of permitted residential uses. A Building Permit for residential construction shall not be approved for the development until Building Permits have been approved for a minimum of 20 percent of the planned nonresidential development on the approved Master Development Plan.
2. Vertical Mixed Use. For a vertical mixed-use building, residential uses are prohibited on the first floor; however, there shall be no minimum or

maximum percentage of mixing of permitted residential or nonresidential uses based on floor area.

2.407.C **Enhanced Building Form and Design**

1. 360-Degree Architecture. No particular architectural style is mandated. However, the architectural style of the front facade shall be expressed on all four sides of the building.
2. Detailing. All buildings shall contain architectural details that promote good design, which shall include a minimum of three of the following:
  - a. Entry portico;
  - b. Chimneys or cupolas;
  - c. Transom windows;
  - d. Dormers;
  - e. Window canopies;
  - f. Eaves in excess of 18 inches;
  - g. Covered porches (extending along 50 percent of the building facade and projecting a minimum of four feet from the face of the building);
  - h. A minimum of 80 percent of each facade visible from a public right-of-way, public park or open space, or residential use is composed of masonry, natural stone, or other material approved by the City Planner;
  - i. Decorative window shutters; or
  - j. Other features approved by the City Planner.
3. Awnings and Canopies. Awnings and canopies, if installed, shall meet the following standards:
  - a. Awnings and canopies shall be attached and integral to the principal structure;
  - b. Awnings and canopies shall not obstruct any portion of any window except that transom windows may be located under awnings and canopies;
  - c. Canopies shall have columns, beams, and/or brackets of adequate size to give both structural and visible means for support; and
  - d. A minimum clearance of eight feet from finished grade to the bottom of the awning or canopy is required and it shall not exceed 16 feet in height.
4. Blank Walls. Except where necessary to accommodate the future expansion of a building intended for construction within two years, blank walls are not allowed. No building wall may include an area that is larger than 15 feet tall by 25 feet wide that does not include one or more of the following:
  - a. Windows;
  - b. Doors;
  - c. Building wall offset that complies with the building wall offset requirements in Section 3.400;
  - d. Sign(s), in accordance with Article 8;
  - e. Architectural details that relieve the appearance of the blank wall;
  - f. A canopy or an arcade;

- g. Vines or other plantings on wall trellises that cover at least 60 percent of the facade elevation; or
- h. Other methods approved by the City Planner.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~



**Contents:**~~3.100 General~~~~3.200 Veteran's Memorial Parkway Overlay District~~~~3.300 Airport Hazard Overlay District~~~~3.400 IH 45 Overlay~~~~3.500 Residential Protection Overlay District~~~~(Ord. No. 2024-20, 09/03/2024)~~**~~3.100 GENERAL~~**

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~~3.101 Purpose and Application~~

~~Overlay districts are tools for dealing with special situations or accomplishing area-specific planning goals. As the name implies, overlay districts are "over laid" on zoning district classifications to alter some or all of the regulations that apply in the underlying zoning district.~~

~~3.102 Interpretation~~

~~3.102.A Overlay district regulations apply in combination with underlying (base) zoning district regulations and all other applicable regulations of this Development Code. Overlay districts impose additional regulations or modify regulations of the underlying zoning district.~~

~~3.102.B Unless otherwise expressly stated, all applicable regulations of the underlying zoning district apply to property in an overlay district.~~

~~3.102.C When overlay district regulations conflict with regulations that apply in the underlying zoning district, the regulations of the overlay district govern.~~

~~Effective on: 2/22/2023~~**~~3.200 VETERAN'S MEMORIAL PARKWAY OVERLAY DISTRICT~~**

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~~3.201 Description~~

~~The Veteran's Memorial Parkway Overlay (VMPO) district applies to properties with frontage along the right of way of Veteran's Memorial Parkway beginning at its most southern end at the intersection of the west feeder road of IH 45 and ending at the most northern end at the intersection of the west feeder road of IH 45. This Overlay is illustrated on the Official Zoning Map.~~

~~3.202 Uses~~

~~Generally, the uses listed in Table 4-1, as permitted or conditional uses for each base zoning district upon which the VMPO District is applied, shall be permitted or conditional uses allowed in the overlay.~~

~~3.203 Building Design Standards~~

~~The building design standards of Section 3.4010 shall apply to the VMPO district. Portable buildings, modular buildings, pre-manufactured buildings, buildings manufactured as industrialized housing and buildings are prohibited in the VMPO district, except those used as temporary construction offices.~~

### 3.204 **Signage**

~~Signage in the VMPO district shall comply with Article 8 Signs and Section 8.503.C, Signs Allowed.~~

### 3.205 **Overlay District Regulations**

~~The following development standards apply within the VMPO district:~~

#### 3.205.A **Overhead and Underground Utilities**

- ~~1. All utility, whether service drops or primary, must be placed underground within the Veteran's Memorial Parkway right-of-way, except at state highways.~~
- ~~2. When allowed, any overhead utilities must be located within the right-of-way, as far as possible from the travel lanes of the road.~~
- ~~3. Any overhead facilities proposed along the section of Veteran's Memorial Parkway at the Raven's Nest Golf Course must be presented to City Council for review and approval, with options and cost estimates for overhead or underground facilities or re-routing around the perimeter of the golf course.~~

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## **3.300 AIRPORT HAZARD OVERLAY DISTRICT**

### 3.301 **Purpose**

~~The Airport Hazard Overlay (AHO) district is intended to protect the municipal airport and the surrounding area from the encroachment of incompatible land uses that may present hazards to users of the airport as well as persons living or working in the airport vicinity. The overlay district regulations are further intended to:~~

- ~~3.301.A Prevent or control influences that are adverse to the airport property and to the safe conduct of aircraft in the vicinity of the municipal airport;~~
- ~~3.301.B Prevent creation of conditions hazardous to aircraft operation;~~
- ~~3.301.C Prevent conflict with land development that may result in loss of life and property; and~~
- ~~3.301.D Encourage development that is compatible with airport use characteristics within the intent and purpose of this Development Code.~~

### 3.302 **Zones Established**

~~The Airport Hazard Overlay district is divided into sub-districts (zones). These zones are shown on the City's official Airport Hazard Zoning Map, which is adopted as part of this Development Code. The zones are as follows:~~

- ~~3.302.A Non-precision Instrument Runway Approach Zone (AHO/AN)~~

~~The inner edge of non-precision instrument runway approach zone (also referred to simply as the “approach zone”) coincides with the width of the primary surface and is 500 feet in width. The non-precision instrument runway approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.~~

**3.302.B Transitional Zones (AHO/T)**

~~The transitional zones are the areas beneath the transitional surfaces. These surfaces extend outward and upward at 90-degree angles to the runway centerline, and the runway centerline extends at a slope of 7 feet horizontally for each one foot vertically from the sides of the primary approach surfaces to the point that they intersect the horizontal surface.~~

**3.302.C Horizontal Zone (AHO/H)**

~~The horizontal zone is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.~~

**3.302.D Conical Zone (AHO/C)**

~~The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward from the periphery for a horizontal distance of 4,000 feet.~~

**3.303 Height Limitations**

~~Except as otherwise provided, no person may erect, alter, allow to grow or maintain any structure or tree in any zone within the airport hazard overlay created to a height more than the applicable height limit established for such zone. If more than one height limitation covers an area, the more restrictive height limit governs.~~

**3.303.A Non-precision Instrument Runway Approach Zone (AHO/AN)**

~~The non-precision instrument runway approach zone slopes upward one foot vertically for each 34 feet of horizontal distance beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.~~

**3.303.B Transitional Zones (AHO/T)**

~~The transitional zone slopes upward and outward one foot vertically for each 7 feet of horizontal distance beginning at the sides of and at the same elevation as the primary surface and the approach zones, and extending to a height of 150 feet above the airport elevation, which is 363 feet above mean sea level. Additionally, there are established height limits sloping upward and outward one foot vertically for each 7 feet of horizontal distance beginning at the side of and at the same elevation as the approach zones, and extending to where they intersect the horizontal or conical surface.~~

**3.303.C Horizontal Zone (AHO/H)**

~~The horizontal zone extends 150 feet above the airport elevation or a height of 513 feet above mean sea level.~~

**3.303.D Conical Zone (AHO/C)**

~~The conical zone slopes upward and outward 20 feet horizontally for each foot vertically beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.~~

### ~~3.304 Use Restrictions~~

~~Notwithstanding any other provisions of this section, no one may use land or water within any airport hazard zone in a way that creates electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, impair visibility near the airport, or otherwise in any way create a hazard or endanger the landing, takeoff or maneuvering of aircraft intending to use the airport.~~

### ~~3.305 Nonconforming Uses~~

#### ~~3.305.A Regulations not Retroactive~~

~~The airport hazard overlay regulations do not require the removal, lowering or other changes or alterations of any nonconforming structure or tree in existence on October 15, 1976.~~

#### ~~3.305.B Marking and Lighting~~

~~The owner of any existing nonconforming structure or tree must install, operate and maintain any markers and lights that the City Council deems necessary to indicate to the operators of aircraft near the airport the presence of such airport hazards.~~

### ~~3.306 AHO Permits~~

#### ~~3.306.A Future Uses~~

~~No person is allowed to make any material change in the use of the land, and no person can erect, alter, plant or otherwise establish a structure or tree in any airport hazard district zone unless the person applies for and receives an AHO permit from the City Planner.~~

- ~~1. No AHO permit is required for a tree or structure of less than 75 feet of vertical height above the ground in the horizontal and conical zones or in any approach and transitional zones beyond a horizontal distance of 4,200 feet from each end of the runway unless such tree or structure, because of the terrain, land contour or topographic feature, would extend above the height limit prescribed for the respective zone.~~
- ~~2. An applicant for an AHO permit must indicate the purpose of the permit with sufficient information to determine whether the resulting use, structure or tree would conform to the airport hazard overlay regulations. If such determination is in the affirmative, the permit will be granted. No AHO permit may be granted for activities that are inconsistent with the AHO district regulations unless a variance has been approved by the Board of Adjustment.~~

### ~~3.307 Existing Uses~~

~~No AHO permit may be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to become a greater hazard to air navigation than it was on October 15, 1976.~~

### ~~3.308 Hazard Marking and Lighting~~

~~Any AHO permit granted must, if such action is deemed advisable in light of the purposes of the airport hazard overlay zone and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain a signal to indicate to pilots the presence of an airport hazard.~~

(Ord. No. ~~2024-20~~, 09/03/2024)

Effective on: 9/13/2024

### **~~3.400 I 45 OVERLAY~~**

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#### **~~3.401 Purpose~~**

~~The I 45 Overlay (I 45-O) is established to recognize the corridor as a unique area that promotes a mix of uses that may include commercial, retail, office, and special areas, along the corridor.~~

#### **~~3.402 Applicability~~**

~~The I 45-O District applies to properties with frontage along Interstate 45. This Overlay is illustrated on the Official Zoning Map.~~

#### **~~3.403 Uses, Generally~~**

~~The uses listed in Table 4.1, as permitted or conditional uses for each base zoning district upon which the I 45-O District is applied, shall be permitted or conditional uses allowed in the overlay.~~

#### **~~3.404 Permitted Uses~~**

~~The following uses shall be permitted by right regardless of the base zoning district:~~

- ~~3.504.A Apartment/condominium;~~
- ~~3.504.B Personal improvement service;~~
- ~~3.504.C Research service;~~
- ~~3.504.D Assembly and Entertainment;~~
- ~~3.504.E Financial service;~~
- ~~3.504.F Lodging;~~
- ~~3.504.G Office; and~~
- ~~3.504.H Retail sales.~~

#### **~~3.405 Conditional Uses~~**

~~The following uses shall require a conditional use permit regardless of the base zoning district:~~

- ~~3.505.A Hospital;~~
- ~~3.505.B Wireless communications;~~
- ~~3.505.C Animal service;~~
- ~~3.505.D Commercial service;~~
- ~~3.505.E Funeral or mortuary service; and~~
- ~~3.505.F Vehicle Sales and Service.~~

#### **~~3.406 Lot and Setback Regulations~~**

- ~~3.506.A Residential Development. Dimensional requirements for new residential development in the I 45-O District shall comply with the standards for the HR zoning district in Sec. 5.200.~~

~~3.506.B Nonresidential Development. Proposed new mixed use and nonresidential development in the I-45-O District shall comply with the underlying base zoning district standards, as outlined in Section 5.300, except that:~~

- ~~1. The minimum lot width shall be 125 feet; and~~
- ~~2. The maximum front setback shall be 115 feet.~~

~~3.407 Parking and Driveway Access~~

~~Parking in the I-45-O District shall comply with the requirements of Article 6, except that a maximum of 25 percent of the required parking may be located within the street building setback for interior lots and a maximum of 50 percent of the required parking may be located within the street building setback for corner lots.~~

~~3.408 Landscaping and Buffers~~

~~Landscaping and buffers in the I-45-O District shall comply with the requirements of Article 7, Landscaping and Buffers, except that:~~

~~3.408.A Minimum Landscaping. At least 20 percent of the total lot area must be devoted to landscape development.~~

~~3.408.B Plantings Adjacent to Building. Plantings adjacent to the building, as depicted in Figure 3-1, shall be installed according to the following:~~

- ~~1. Minimum Area. Principal buildings shall have plantings adjacent to the base of the building, according to the following formula:~~

$$\frac{\text{Building area (sq. ft.)}}{\text{Lot area (sq. ft.)}} \times 20\% \text{ of lot area} = \text{Minimum planting area adjacent to building}$$

- ~~2. Width and Access. The planting area adjacent to the building shall be a minimum of six feet wide and may be crossed with walkways to provide access to the building.~~
- ~~3. Planting and Decorative Materials. A minimum of one ornamental or evergreen tree and five shrubs shall be planted within the planting area at the base of the building per every 50 linear feet, measured parallel to the building. The remaining portions of the planting area shall be planted with groundcover or consist of xeriscape groundcover, rocks, or decorative pavers.~~
- ~~4. Landscape Area Credit. Plantings adjacent to the building shall count toward the 20 percent minimum landscaping requirement established in Sec 7.200.~~



**Figure 3-1: Plantings Adjacent to Building**



~~3.408.C~~ ~~Parking Lot Plantings. Plantings adjacent to the building, as depicted in Figure 3-1, shall be installed according to the following:~~

- ~~1. The minimum amount of landscape development that must be provided within (interior) and around (perimeter) off-street parking lot is calculated as follows:~~

$$\begin{array}{lcl} \text{Parking lot area (sq. ft.)} & \times & 30\% \text{ of lot} \\ \text{Lot area (sq. ft.)} & \times & \text{area} \end{array} = \text{Minimum required landscape development interior to parking area}$$

~~3.408.D~~ ~~Tree Preservation Credit. Landscaping credits established in Sec. 7.400, apply, except that the City Planner may reduce the minimum landscaping requirements of this Section from 20 percent to 15 percent, rather than to 7.5 percent, if the applicant fulfills the obligations of Sec. 7.400.~~

### ~~3.409~~ **Signs**

~~Signs in the I-45-O District shall comply with the requirements of Article 8, Signs.~~

### ~~3.4010~~ **Building Design**

#### ~~3.4010.A~~ **Building Design of Multi-Story Buildings.**

~~Buildings with more than two stories shall be designed with a clearly differentiated base, middle, and cap, as depicted in Figure 3-2.~~

- ~~1. Building Cap. A recognizable cap shall include one or more of the following features:~~
  - ~~a. Three dimensional cornice treatments, other than just colored stripes or bands;~~
  - ~~b. Sloping roofs with overhanging eaves and brackets; or~~
  - ~~c. Stepped parapets with varying elevations.~~

2. ~~Building Base. A recognizable base shall include a minimum of one of the following:~~
  - a. ~~Taller ground floor height than the upper stories (by at least 2 feet);~~
  - b. ~~Thicker walls, ledges, or sills;~~
  - c. ~~Raised planters, that are integral to the building façade, or~~
  - d. ~~Change in building materials or facade treatments.~~

**Figure 3-2: Building Base, Middle, and Cap**



**FIGURE NOTES:**

A = Base | B = Middle | C = Cap

### 3.4010.B ~~Building Design of Multi-Story and Single-Story Buildings~~

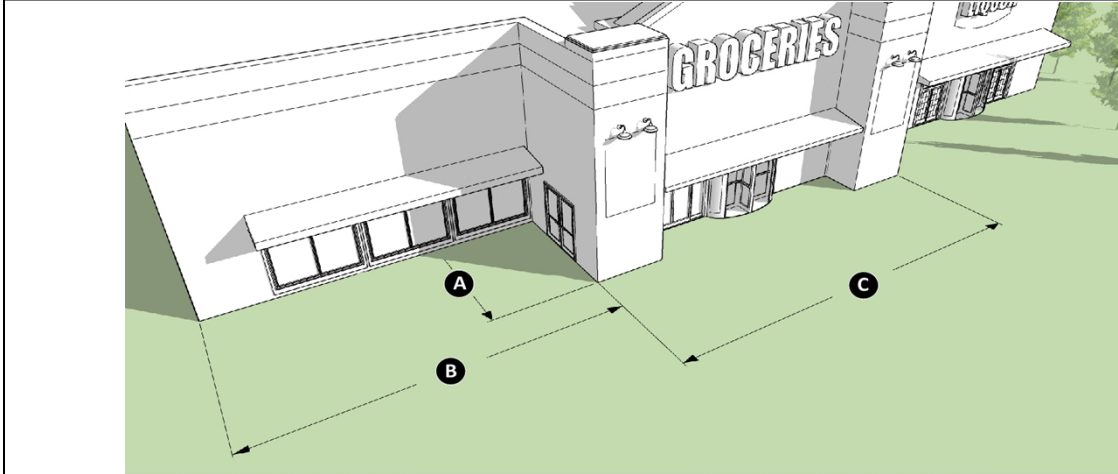
The following standards shall apply to single or multi-story buildings with facades that are visible from Interstate 45.

1. ~~Building Windows/Transparency. Façade shall be occupied by windows or doorways that comprise a minimum of 35 percent but not more than 75 percent of the facade surface.~~
2. ~~Building Entrances. Facades shall have clearly defined customer entrances that include a minimum of three of the following features:~~
  - a. ~~Canopies, awnings, porticos, arcades, or overhangs;~~
  - b. ~~Over the door or peaked roof forms;~~
  - c. ~~Arches;~~
  - d. ~~Decorative lighting;~~
  - e. ~~Outdoor patios or plazas;~~
  - f. ~~Display windows;~~
  - g. ~~Obviously differentiating architectural details such as moldings that are integrated into the building structure and design; or~~
  - h. ~~Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.~~
3. ~~Building Articulation. Facades visible from Interstate 45 shall be articulated to provide visual interest and break up a large building as depicted in Figure 3-3 and Figure 3-4. A building shall:~~
  - a. ~~Incorporate a wall offset for a minimum of each 80 feet of building facade, where a portion of the facade (no less than 20 feet wide) is pushed back or pulled forward by a minimum of six feet; and~~
  - b. ~~Include a change in roof height of not less than 24 inches in height for a minimum of each 80 feet of building facade for a parapet roof or, for a~~

~~pitched roof, modulation in which the highest ridge line and the lowest ridge line have a height difference of a minimum of six feet.~~

- ~~3.4010.C Portable buildings, modular buildings, pre-manufactured buildings and buildings manufactured as industrialized housing and buildings are prohibited in the I-45-O district, except those used as temporary construction offices.~~

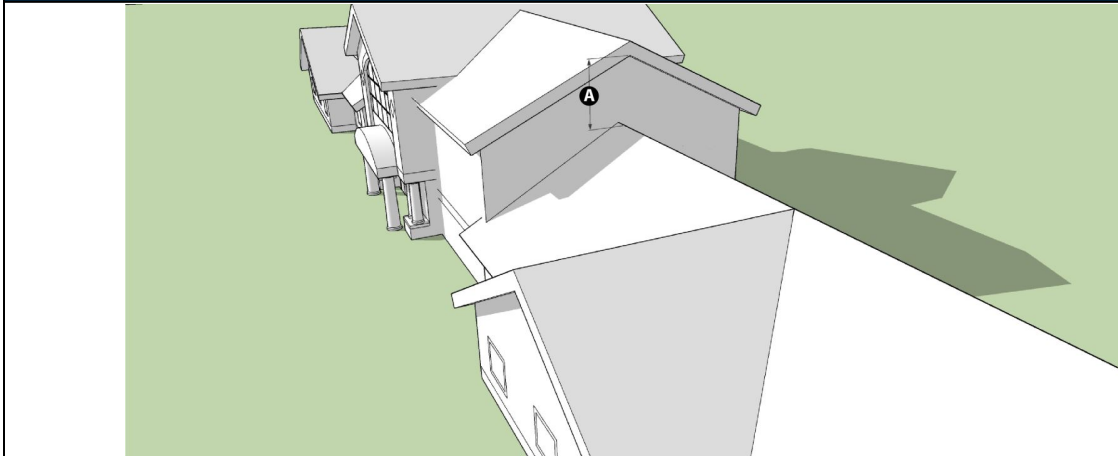
**Figure 3-3: Horizontal Building Articulation**



**FIGURE NOTES:**

A = Minimum of 6 feet | B = Minimum of 80 feet | C = Minimum of 20 feet

**Figure 3-4: Vertical Building Articulation**



**FIGURE NOTES:**

A = Minimum of 6 feet

~~(Ord. No. 2024-20, 09/03/2024)~~

| Section Comments                  |                       |
|-----------------------------------|-----------------------|
| By: WebMaster<br>Date: 10/31/2022 | Check table reference |

Effective on: 9/13/2024

### **3.500 RESIDENTIAL PROTECTION OVERLAY DISTRICT**

**3.501 Purpose**

~~The Residential Protection Overlay (RP-O) District is intended to help protect property values by conserving the overall character and function of previously existing single-family detached house residential areas of the City. It is intended for application in stable single-family detached house neighborhoods.~~

~~Commentary: Applicable to the RP-O district, see [Article 15](#), Definition of "Family".~~

**3.502 Applicability**

~~The RP-O District applies to existing development designated with such overlay on the Official Zoning Map.~~

**3.503 Uses, Generally**

~~The intended use is residential single-family occupancy only. In the RP-O District, when dwelling units are rented, it shall be for single-family occupancy only, tenancy shall be arranged on a month-to-month or longer basis. Uses where tenancy may be arranged for a shorter period are not considered residential; they are considered a form of lodging and are prohibited.~~

~~Commentary: Air B&B's in single family structures are considered Short-term lodging.~~

**3.504 Building Design**

~~Manufactured homes, mobile homes and steel shipping containers are prohibited in the RP-O District.~~

~~{Ord. No. [2024-20](#), 09/03/2024}~~

~~Effective on: 9/13/2024~~

## ARTICLE 4 USE REGULATIONS

### Contents:

#### 4.100 Allowed Uses

#### 4.200 Supplemental Use Regulations

#### 4.300 New and Unlisted Uses

this Development Code are identified in this Article 4.

### 4.100 ALLOWED USES

#### 4.101 Use Table

##### 4.101.A Medium Density Residential, High Density Residential, Simple Living Residential, Industrial, Mixed Use, Public and Institutional, and Downtown Districts

Principal uses are allowed in MR, HR, SLR, IN, MU, PI, and D zoning districts in accordance with [Table 4-1](#).

##### 4.101.B Planned Zoning Districts

The uses to be allowed in PD districts ~~must be established at the time of development plan approval and identified in the ordinance establishing the subject PD district.~~ The City Council is authorized to approve any use or combination of uses within a PD district.

#### 4.102 Understanding the Use Table

##### 4.102.A Uses

Uses are listed and defined in the first columns of [Table 4-1](#).

##### 4.102.B Permitted and Conditional Uses

1. Uses identified with a "P" are permitted as-of-right in the subject zoning district.
2. Uses identified with an "L" are permitted as-of-right, subject to limitations in Section [4.200](#), *Supplemental Use Regulations*, and Section [2.401](#), *Simple Living Residential District*.
3. Uses identified with a "C" are allowed only if approved in accordance with the conditional use approval procedures of Sec. [12.800](#).

##### 4.102.C Prohibited Uses

1. Uses identified with an "X" are expressly prohibited. Uses that are not listed in [Table 4-1](#) and that cannot reasonably be interpreted to fall within one of the use categories or subcategories described in the table are also prohibited.
2. The use of a recreational vehicle for habitation for longer than 90 days within or outside of a recreational vehicle park shall be prohibited Citywide.
3. The establishment of a mobile/manufactured dwelling unit outside of a manufactured home park/subdivision on a vacant lot or that formerly had a conventional single-family detached house on it. Except as provided for in [4.203.C](#).

##### 4.102.D Supplemental Regulations and Specific Limitations

1. The “Standards” (final) column of [Table 4-1](#) identifies additional regulations that apply to listed uses. Compliance with supplemental regulations is required for all limited and certain conditional uses unless otherwise expressly stated.
2. All Accessory Uses and Structures and Home Occupations are subject to the standards in [Sec. 4.201](#) and [Sec. 4.202](#), respectively.
3. The standards in [4.203](#) shall only apply to replacement mobile or manufactured homes outside of a manufactured home park. New mobile or manufactured homes outside of a manufactured home park are prohibited except in the SLR district.
4. The standards in [4.2010](#) shall apply to any land use with equipment required to be screened or that has outdoor storage.

| Table 4-1: Use Table                                                                                                                                                                                              |                                                        |                       |    |     |     |     |                                        |    |    |    |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------|----|-----|-----|-----|----------------------------------------|----|----|----|-----------|
| P = Permitted by right   L = Permitted by right subject to limitations   C = Conditional use approval required (Sec. 12.800)   X = Prohibited   CV = Conventional Development Type   IF = Infill Development Type |                                                        |                       |    |     |     |     |                                        |    |    |    |           |
| Use Categories                                                                                                                                                                                                    | Specific Uses                                          | Residential Districts |    |     |     |     | Nonresidential and Mixed Use Districts |    |    |    | Standards |
|                                                                                                                                                                                                                   |                                                        | MR                    |    | HR  |     | SLR | IN                                     | MU | PI | DT |           |
|                                                                                                                                                                                                                   |                                                        | CV                    | IF | CV  | IF  |     |                                        |    |    |    |           |
| RESIDENTIAL USES                                                                                                                                                                                                  |                                                        |                       |    |     |     |     |                                        |    |    |    |           |
| Household Living                                                                                                                                                                                                  | Detached house                                         | P                     | P  | P   | P   | X   | X                                      | P  | X  | C  | --        |
|                                                                                                                                                                                                                   | Townhouse (3+ units)                                   | X                     | P  | P   | P   | X   | X                                      | P  | X  | C  | 4.2011    |
|                                                                                                                                                                                                                   | Two-unit house                                         | P                     | P  | P   | P   | X   | X                                      | P  | X  | C  | --        |
|                                                                                                                                                                                                                   | Multiplex                                              | P                     | P  | P   | P   | X   | X                                      | P  | X  | L  | 4.2012    |
|                                                                                                                                                                                                                   | Apartment/condo                                        | X                     | X  | P   | P   | X   | X                                      | P  | X  | L  | 4.2013    |
|                                                                                                                                                                                                                   | Purpose-Built Shared Housing, Attached                 | X                     | X  | P/C | P/C | X   | X                                      | X  | X  | X  | 4.207     |
|                                                                                                                                                                                                                   | Purpose-Built Shared Housing, Detached                 | X                     | X  | L   | L   | X   | X                                      | X  | X  | X  | 4.207     |
|                                                                                                                                                                                                                   | Mobile/Manufactured dwelling unit (outside of MH park) | X                     | X  | X   | X   | P   | X                                      | X  | X  | X  | 4.203     |
|                                                                                                                                                                                                                   | Manufactured Home Park / Subdivision                   | X                     | X  | X   | X   | C   | X                                      | X  | X  | X  | 4.204     |
|                                                                                                                                                                                                                   | Recreational Vehicle Park                              | X                     | X  | X   | X   | C   | X                                      | X  | X  | X  | 4.205     |
|                                                                                                                                                                                                                   | Tiny House Community                                   | X                     | X  | X   | X   | L   | X                                      | X  | X  | X  | 3.500     |
| Group Living                                                                                                                                                                                                      | Community Home                                         | P                     | P  | P   | P   | X   | X                                      | P  | P  | P  | --        |
|                                                                                                                                                                                                                   | Nursing Home                                           | P                     | P  | P   | P   | X   | X                                      | P  | P  | P  | --        |
|                                                                                                                                                                                                                   | All Other Group Living Uses                            | X                     | X  | C   | C   | X   | X                                      | X  | P  | C  | --        |
| PUBLIC, CIVIC AND INSTITUTIONAL                                                                                                                                                                                   |                                                        |                       |    |     |     |     |                                        |    |    |    |           |
| Public, Civic and Institutional                                                                                                                                                                                   | Aircraft Landing Area                                  | X                     | X  | X   | X   | X   | C                                      | C  | C  | X  | --        |
|                                                                                                                                                                                                                   | College or University                                  | X                     | X  | X   | X   | X   | X                                      | P  | P  | P  | --        |
|                                                                                                                                                                                                                   | Community Center                                       | P                     | P  | P   | P   | P   | P                                      | P  | P  | P  | --        |



**Table 4-1: Use Table**

**P** = Permitted by right | **L** = Permitted by right subject to limitations | **C** = Conditional use approval required (Sec. 12.800) | **X** = Prohibited | **CV** = Conventional Development Type | **IF** = Infill Development Type

| Use Categories             | Specific Uses                                              | Residential Districts |    |    |    |     | Nonresidential and Mixed Use Districts |    |    |    | Standards |
|----------------------------|------------------------------------------------------------|-----------------------|----|----|----|-----|----------------------------------------|----|----|----|-----------|
|                            |                                                            | MR                    |    | HR |    | SLR | IN                                     | MU | PI | DT |           |
|                            |                                                            | CV                    | IF | CV | IF |     |                                        |    |    |    |           |
|                            | Correctional Facility (Private)                            | X                     | X  | X  | X  | X   | C                                      | C  | C  | X  | --        |
|                            | Governmental Facility                                      | P                     | P  | P  | P  | P   | P                                      | P  | P  | P  | --        |
|                            | Fraternal Organization                                     | C                     | C  | C  | C  | C   | P                                      | C  | P  | C  | 4.2014    |
|                            | Hospital                                                   | X                     | X  | X  | X  | X   | P                                      | P  | P  | P  | --        |
|                            | Library                                                    | C                     | C  | C  | C  | C   | P                                      | P  | P  | P  | --        |
|                            | Museum or Cultural Facility                                | X                     | X  | X  | X  | X   | P                                      | P  | P  | P  | --        |
|                            | Natural Resource Preservation                              | P                     | P  | P  | P  | P   | P                                      | P  | P  | P  | --        |
|                            | Parks and Recreation                                       | P                     | P  | P  | P  | P   | P                                      | P  | P  | P  | --        |
|                            | Religious Assembly                                         | C                     | C  | C  | C  | C   | P                                      | P  | P  | P  | --        |
|                            | Safety Service                                             | C                     | C  | C  | C  | C   | P                                      | P  | P  | P  | --        |
|                            | School                                                     | C                     | C  | C  | C  | C   | P                                      | P  | P  | P  | --        |
|                            | Trade School                                               | X                     | X  | X  | X  | X   | P                                      | P  | P  | X  | --        |
|                            | Utilities and Public Service Facility, Minor               | P                     | P  | P  | P  | P   | P                                      | P  | P  | P  | --        |
|                            | Utilities and Public Service Facility, Major               | C                     | C  | C  | C  | C   | P                                      | P  | P  | C  | --        |
|                            | Wireless Communications, Freestanding tower                | X                     | X  | X  | X  | X   | C                                      | C  | C  | X  | --        |
|                            | Wireless Communications, Building or tower-mounted antenna | C                     | C  | C  | C  | C   | C                                      | C  | C  | C  | 4.206     |
| COMMERCIAL                 |                                                            |                       |    |    |    |     |                                        |    |    |    |           |
| Animal Service             | All Animal Service                                         | X                     | X  | X  | X  | X   | P                                      | P  | P  | P  | 4.2015    |
| Assembly and Entertainment | All Assembly and Entertainment                             | X                     | X  | X  | X  | L   | P                                      | P  | X  | P  | 4.2016    |
| Commercial Service         | Research Service                                           | X                     | X  | X  | X  | X   | P                                      | P  | P  | P  | --        |
|                            | All Other Commercial Service Uses                          | X                     | X  | X  | X  | X   | P                                      | P  | X  | X  | --        |
| Day Care                   | All Day Care                                               | C                     | C  | C  | C  | C   | X                                      | P  | P  | P  | --        |
| Eating Establishment       | All Eating Establishments                                  | X                     | X  | C  | C  | C   | P                                      | P  | P  | P  | --        |

| Table 4-1: Use Table                                                                                                                                                                                              |                                               |                       |    |    |    |     |                                        |     |    |    |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------|----|----|----|-----|----------------------------------------|-----|----|----|------------------------------------------------------------|
| P = Permitted by right   L = Permitted by right subject to limitations   C = Conditional use approval required (Sec. 12.800)   X = Prohibited   CV = Conventional Development Type   IF = Infill Development Type |                                               |                       |    |    |    |     |                                        |     |    |    |                                                            |
| Use Categories                                                                                                                                                                                                    | Specific Uses                                 | Residential Districts |    |    |    |     | Nonresidential and Mixed Use Districts |     |    |    | Standards                                                  |
|                                                                                                                                                                                                                   |                                               | MR                    |    | HR |    | SLR | IN                                     | MU  | PI | DT |                                                            |
|                                                                                                                                                                                                                   |                                               | CV                    | IF | CV | IF |     |                                        |     |    |    |                                                            |
| Funeral or Mortuary Service                                                                                                                                                                                       | All Funeral or Mortuary Service               | X                     | X  | X  | X  | X   | X                                      | P   | X  | P  | 3.405                                                      |
| Lodging                                                                                                                                                                                                           | Recreational Vehicle Park                     | X                     | X  | X  | X  | C   | X                                      | X   | X  | X  | --                                                         |
|                                                                                                                                                                                                                   | All other Lodging Uses                        | L                     | L  | L  | L  | L   | X                                      | P   | X  | P  | 4.2020                                                     |
| Mobile Food Vendor                                                                                                                                                                                                | All Mobile Food Vendors                       | X                     | X  | X  | X  | L   | P                                      | P   | P  | P  | 4.208<br>4.209                                             |
| Office                                                                                                                                                                                                            | Financial Service                             | X                     | X  | X  | X  | X   | P                                      | P   | P  | P  | --                                                         |
|                                                                                                                                                                                                                   | All other Office                              | X                     | X  | L  | L  | X   | P                                      | P   | P  | P  | 4.2017                                                     |
| Retail Sales, Service and Repair                                                                                                                                                                                  | All Retail Sales                              | X                     | X  | L  | L  | X   | P                                      | P   | P  | P  | 4.2018                                                     |
|                                                                                                                                                                                                                   | All Personal Improvement Service              | P                     | P  | P  | P  | L   | P                                      | P   | P  | P  | 4.2018                                                     |
|                                                                                                                                                                                                                   | All Repair Service                            | X                     | X  | X  | X  | L   | P                                      | P   | X  | P  | 4.2018                                                     |
|                                                                                                                                                                                                                   | Car Wash                                      | X                     | X  | X  | X  | P   | P                                      | P   | X  | X  | --                                                         |
| Vehicle Sales and Service                                                                                                                                                                                         | Fuel Station                                  | X                     | X  | X  | X  | P   | P                                      | P/C | X  | X  | 4.2019                                                     |
|                                                                                                                                                                                                                   | Vehicle Maintenance                           | X                     | X  | X  | X  | P   | P                                      | P   | X  | X  | --                                                         |
|                                                                                                                                                                                                                   | Vehicle Repair                                | X                     | X  | X  | X  | L   | P                                      | P/C | X  | X  | 4.2019                                                     |
|                                                                                                                                                                                                                   | Vehicle Sales, Rental, and Leasing            | X                     | X  | X  | X  | P   | P                                      | P   | P  | X  | --                                                         |
| INDUSTRIAL                                                                                                                                                                                                        |                                               |                       |    |    |    |     |                                        |     |    |    |                                                            |
| Industrial, Heavy                                                                                                                                                                                                 | All Heavy Industrial                          | X                     | X  | X  | X  | X   | C                                      | X   | X  | X  | --                                                         |
| Industrial, Light                                                                                                                                                                                                 | All Light Industrial                          | X                     | X  | X  | X  | X   | P                                      | X   | X  | X  | --                                                         |
| Mining/Extraction                                                                                                                                                                                                 | Underground                                   | X                     | X  | X  | X  | X   | C                                      | C   | C  | X  | --                                                         |
|                                                                                                                                                                                                                   | Surface or Above-Ground                       | X                     | X  | X  | X  | X   | C                                      | X   | X  | X  | --                                                         |
| Recycling Facility                                                                                                                                                                                                | Recyclable Material Drop-off Facility         | X                     | X  | X  | X  | X   | C                                      | X   | X  | X  | --                                                         |
|                                                                                                                                                                                                                   | Recyclable Material Processing Facility       | X                     | X  | X  | X  | X   | C                                      | X   | X  | X  | --                                                         |
| Wholesale, Distribution & Storage                                                                                                                                                                                 | Self-Service Storage Facility                 | X                     | X  | X  | X  | X   | P/C                                    | P/C | X  | X  | "C" within 200 feet of Residential district; otherwise "p" |
|                                                                                                                                                                                                                   | All Other Wholesale, Distribution and Storage | X                     | X  | X  | X  | X   | P                                      | P   | X  | X  | --                                                         |
| AGRICULTURAL                                                                                                                                                                                                      |                                               |                       |    |    |    |     |                                        |     |    |    |                                                            |

| Table 4-1: Use Table                                                                                                                                                                                                                                        |                              |                       |    |    |    |     |                                        |    |    |    |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------|----|----|----|-----|----------------------------------------|----|----|----|-----------|
| <b>P</b> = Permitted by right   <b>L</b> = Permitted by right subject to limitations   <b>C</b> = Conditional use approval required (Sec. 12.800)   <b>X</b> = Prohibited   <b>CV</b> = Conventional Development Type   <b>IF</b> = Infill Development Type |                              |                       |    |    |    |     |                                        |    |    |    |           |
| Use Categories                                                                                                                                                                                                                                              | Specific Uses                | Residential Districts |    |    |    |     | Nonresidential and Mixed Use Districts |    |    |    | Standards |
|                                                                                                                                                                                                                                                             |                              | MR                    |    | HR |    | SLR | IN                                     | MU | PI | DT |           |
|                                                                                                                                                                                                                                                             |                              | CV                    | IF | CV | IF |     |                                        |    |    |    |           |
| Agriculture                                                                                                                                                                                                                                                 | Farming/General Agricultural | X                     | X  | X  | X  | X   | P                                      | P  | P  | P  | --        |
|                                                                                                                                                                                                                                                             | Community Garden             | P                     | P  | P  | P  | P   | P                                      | P  | P  | P  | --        |

(Ord. No. ~~2024-20~~, 09/03/2024)

Effective on: 9/13/2024

## 4.200 SUPPLEMENTAL USE REGULATIONS

### 4.201 Accessory Uses and Structures

Accessory uses and structures are permitted in connection with lawfully established principal uses in accordance with the regulations of this subsection.

#### 4.201.A Allowed Uses and Structures

1. The following accessory uses and structures are allowed in all zoning districts:
  - a. Attached and detached private garages;
  - b. Storage sheds;
  - c. Children's play equipment and playhouses;
  - d. Vegetable or flower gardens;
  - e. Private greenhouses;
  - f. Private tennis courts;
  - g. Private swimming pools;
  - h. Gazebos, decks, fountains and other landscape features;
  - i. Solar collectors, geothermal heat pumps and electric vehicle charging equipment;
  - j. Television (receiving) antennas;
  - k. Amateur ("Ham") radio service antennas; and
  - l. Guest houses or rooms for non-paying guests within an accessory building, provided that such facilities:
    - (1) are used only for the occasional and gratuitous housing of guests of the occupant of the principal building;
    - (2) do not contain separate utility meter equipment;
    - (3) do not include a stove or oven; and
    - (4) are not used for permanent occupancy as a dwelling unit.
2. The City Planner is authorized to permit other accessory uses and structures based on a determination that the proposed use or structure:

- a. Is customarily found in conjunction with the subject principal use or principal structure;
- b. Is subordinate and clearly incidental to the principal use; and
- c. Provides a necessary function for or contributes to the comfort, safety or convenience of occupants of the principal use.

#### 4.201.B **Time of Construction and Establishment**

Accessory buildings must be established in conjunction with or after the principal building. They may not be established before the principal building is in place.

#### 4.201.C **Location**

Accessory uses and structures must be located on the same lot as the principal use to which they are accessory, except as otherwise expressly stated in this Development Code.

#### 4.201.D **Setbacks**

1. Accessory buildings and structures are prohibited in street setbacks except as expressly allowed by the setback encroachment provisions of §5.805.B.
2. Accessory building and structures over 5 feet in height must be set back at least 5 feet from all interior side and rear property lines except as expressly allowed by the setback encroachment provisions of §5.805.B. Such buildings and structures may not be located in utility easements.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

### 4.202 Home Occupations

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#### 4.202.A **Intent**

The home occupation regulations of this section are intended to allow Huntsville residents to engage in customary home-based work activities while also helping to ensure that such “home occupations” will not adversely affect the character and livability of surrounding residential neighborhoods. The regulations are also intended to ensure that home occupations remain subordinate to the principal residential use of the property, and to ensure the residential viability of the dwelling is maintained. The regulations recognize that many types of work can be done in a home with little or no noticeable effect or adverse impact.

#### 4.202.B **Where Allowed**

Home occupations are allowed as an accessory use to an allowed residential use, subject to all applicable regulations of this section.

#### 4.202.C **Regulations**

1. The home occupation must be clearly incidental to the use of the dwelling as a residence.
2. There may be no visible evidence of the conduct of a home occupation when viewed from the street or right-of-way or from an adjacent lot. There may be no change in the exterior appearance of the dwelling unit that houses a home occupation or site upon which it is conducted that will make the dwelling appear less residential in nature or function. Examples of such prohibited alterations include parking lots, or adding commercial-like exterior lighting.
3. No equipment or process may be used in a home occupation that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal

senses off the lot. In the case of electrical interference, no equipment or process may be used that creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.

4. Only passenger automobiles, passenger vans and passenger trucks may be used in the conduct of a home occupation. No other types of motor vehicles may be parked or stored on the premises.
5. The provisions of paragraph 4 (above) are not intended to prohibit deliveries and pickups by common carrier delivery vehicles (e.g., postal service, united parcel service, FedEx, et al.) of the type typically used in residential neighborhoods.
6. No persons other than immediate family members who reside in the dwelling unit may be employed or involved in the home occupation.
7. If there is more than one home occupation within the dwelling, the regulations of this section apply to the sum total of the activity related to such home occupations.

#### 4.202.D Prohibited Home Occupations

Any use that does not comply with the regulations of §4.202.C is prohibited as a home occupation.

Effective on: 2/22/2023

#### ~~4.203 Mobile Homes and Manufactured Housing Unit~~

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- ~~4.203.A The installation of any mobile home or manufactured housing unit for use as a dwelling unit is prohibited except as expressly stated in this section.~~
- ~~4.203.B A lawfully existing mobile home may be replaced with a (HUD-code) manufactured housing unit that is less than 20 years old.~~
- ~~4.203.C A lawfully existing mobile home may not be relocated within the city limits. The owner of a mobile home or manufactured housing unit may remove the home or housing unit from its location and install a replacement manufactured housing unit on the same property if the replacement is a newer model manufactured housing unit no less than 20 years old and it contains at least as much living space (floor area) as the mobile home or manufactured housing unit that was removed.~~
- ~~4.203.D It is unlawful for a person to place a manufactured housing unit within the City unless the manufactured housing unit is equipped with permanently affixed skirting that effectively hides the underside of the manufactured housing unit or mobile home from view. The owner and occupant will have 30 days from the date of the electrical inspection to install the required skirting. All skirting must be constructed of rock, brick, plastic, metal, treated wood, concrete masonry materials or other materials approved by the Building Official, and must be installed so there is no visible gap between the finished floor of the manufactured housing unit and the ground. Cloth of any type, or shrubbery, is not acceptable material for skirting. Existing manufactured housing units or mobile homes with existing skirting that is in good condition may be allowed until replacement is needed.~~
- ~~4.203.E The skirting used on a particular manufactured housing unit or mobile home must be consistent in material, orientation and color, must be of such design as to not permit the passage of a sphere 4 inches or greater in diameter and must present a continuous and complete surface.~~
- ~~4.203.F The skirting requirements of §4.203.D and §4.203.E also apply to all other building types utilizing pier and beam or post and beam construction.~~
- ~~4.203.G No more than 3 manufactured housing units may be placed on or occupy a single lot except within a mobile home/manufactured housing park. Mobile home/manufactured~~

~~housing parks are allowed only in those zoning districts indicated in Table 4-1 and are subject to the supplemental use regulations of §4.204.~~

~~4.203.H Any new manufactured housing units placed inside the city limits shall be less than 20 years old on the date of application and, if it is replacing a previous manufactured housing unit, then it shall be newer than the unit that it is replacing.~~

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

#### ~~4.204 Mobile Home/Manufactured Housing Parks/Subdivisions~~

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~~Mobile home/Manufactured Housing Parks/Subdivisions are subject to all applicable city regulations including subdivision plat standards of §12.700 the infrastructure and public improvement standards of Article 10, and the standards in §2.401, Simple Living Residential District.~~

~~Effective on: 2/22/2023~~

#### 4.205 Recreational Vehicle Parks

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Recreational vehicle parks are subject to all of the following regulations, in addition to those in Section 2.401, *Simple Living Residential District*.

- 4.205.A The maximum number of RV or camping spaces may not exceed 25 units per acre.
- 4.205.B Each RV or camping space must have a minimum area of 1,200 square feet.
- 4.205.C At least 5% of the overall RV park area must be set aside and improved as a common recreation area for RV park guests.
- 4.205.D Infrastructure and public improvements must be provided in accordance with Article 10.
- 4.205.E The maximum rental and occupancy period per unit may not exceed 90 days per RV park in a calendar year.
- 4.205.F All recreational vehicles must be separated from other RVs and other buildings by a distance of at least 10 feet.

(Ord. No. 2024-20, 09/03/2024)

~~Effective on: 9/13/2024~~

#### 4.206 Wireless Communications Towers

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Wireless communications towers are subject to all of the following regulations.

##### 4.206.A Prohibited Locations

Freestanding towers are prohibited in the following areas:

1. Within 7,000 feet of the Sam Houston Statue-Huntsville Visitor Center; and
2. Within the D zoning district.

##### 4.206.B Setbacks

1. Guy wire anchors must be set back at least 10 feet from abutting lots and at least 25 feet from public property or streets.
2. The base of all freestanding towers must be set back from abutting lots and public property and streets by a distance equal to at least 40% of the tower's overall height or the distance between the tower's base and any guy wire anchors, whichever results in the greater setback distance.

##### 4.206.C Landscape Buffers



A landscape buffer must be provided around the perimeter of all sites occupied by freestanding towers in accordance with the buffer regulations of Sec. 7.500.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

#### **4.207 Purpose-Built Shared Housing**

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4.207.A The City's Purpose-Built Shared Housing Design Criteria is hereby incorporated by reference as if fully set forth in this Development Code. All Purpose-Built Shared Housing, Attached and Detached, constructed or modified, must comply with applicable Purpose-Built Shared Housing Design Criteria.

4.207.B A Purpose-Built Shared Housing development shall require a Conditional Use Permit within 200 feet of an MR district, otherwise the development shall be permitted by right.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

#### **4.208 Mobile Food Vendors**

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##### **4.208.A Inspections, Permits and Fees**

1. A Mobile Food Vendor shall submit a completed application for an annual Mobile Food Vending Permit to the City of Huntsville Department of Development Services and shall complete all required inspections through the City of Huntsville Central Inspections, Health Division and the City of Huntsville Fire Department. An annual Mobile Food Vending Permit shall be required for each individual mobile unit utilized. The required annual Mobile Food Vending Permit fee shall be as established by ordinance from time to time and the required fee shall accompany the application for each annual Mobile Food Vending Permit.
2. A Mobile Food Vendor shall obtain:
  - a. An Annual Mobile Food Vending Permit issued by the Department of Development Services;
  - b. An annual Health Permit from the City of Huntsville Health Division prior to conducting business in the City.
3. The annual Mobile Food Vending Permit and annual Health Permit are not transferable and shall be valid for one (1) year from the date of permit issuance.
4. A separate Itinerant Vendor Permit, as required by Sec. 32-34 of the City of Huntsville Code of Ordinances, shall be required for each location where business is conducted.
5. Subsequent renewal shall be subject to all requirements listed above.

##### **4.208.B Mobile Food Vendor Requirements**

1. A Mobile Food Vendor shall comply with all regulations established by the City of Huntsville Code of Ordinances, the Texas Food Establishment Rules, the City of Huntsville Development Code, and the City of Huntsville Fire Marshal's office and maintain compliance with all requirements of this Article.
2. Residing and/or dwelling within a mobile food unit is strictly prohibited.
3. A mobile food vendor/unit is prohibited from operating on the same lot as a residential dwelling.
4. Failure to comply with these standards may result in revocation of a vendor permit. If vendor permit is revoked, the vendor must wait six (6) months before they can reapply.

5. No Mobile Food Vendor shall conduct business in the public right-of-way and shall not block any fire lane or drive aisle. The Mobile Food Vendor shall not locate a mobile unit in such a manner or location that obstructs the passage or visibility of any sidewalk, street, alley or street intersection by causing people to congregate at or near the mobile unit.
6. A Mobile Food Vendor shall not locate on any private property without the written permission of the property owner. The written permission shall include the authorization to place a mobile food unit on the property and authorize employees of the mobile food unit, as well as patrons, access to restroom facilities within three hundred (300) feet of the mobile food unit. If at any time the property owner instructs the Mobile Food Vendor to leave, they must comply and leave the property immediately. A copy of the owner's written and signed permission to operate in a stationary location shall be kept within the mobile unit for documented verification.
7. All Mobile Food Vendors situated on the property shall be located on an all-weather surface as approved by the City Building Official.
8. Hours of operation. Mobile Food Vendors shall not operate between 12:00 a.m. and 6:00 a.m. During these prohibited hours of operation, the mobile unit shall be properly stored or screened. Vendors wishing to operate outside of these hours may apply for a Conditional Use Permit.
9. Mobility requirement. Mobile Food Vendors must remain capable of being moved and not permanently fixed or placed.
10. All structures (vehicles) shall be kept in good repair. Tires must be left on the mobile food unit and fully inflated at all times.
11. Each mobile unit may have one permanently attached sign on the mobile unit and one (1) sandwich board, each no larger than thirty-six (36) inches tall by twenty-four (24) inches wide. Signage must be removed when mobile unit is not on location.
12. Waste disposal.
  - a. **On-site.** Each mobile unit shall be equipped with a portable trash receptacle and the Mobile Food Vendor shall be responsible for proper disposal of solid waste and waste water in compliance with this code.
  - b. **Off-site.** All waste must be disposed of at a commissary location unless located with a Mobile Food Vendor court that provides central waste disposal.
13. Electrical Service.
  - a. **On-site electrical connections.** Each mobile food establishment shall obtain electricity from, and be within thirty (30) feet of a permanent power source designed and constructed in accordance with the National Electrical Code and, as approved by the City. Portable generators may be used when permanent power is not available. Portable generators are prohibited within 500 feet of an occupied residential unit.

#### 4.208.C **Storage When Not In Use**

Any mobile unit stored on a lot within the City Limits shall be entirely enclosed within a building, or hidden from view behind the primary structure, or approved opaque screening. All City residential parking requirements apply.

#### 4.208.D **Special Events**

1. Any mobile unit/food vendor participating in an event sponsored by the City, the Huntsville-Walker County Chamber of Commerce, Sam Houston State University, Huntsville I.S.D., or Texas Department of Criminal Justice shall be considered exempt from the Mobile Food Vendor Permit and shall comply with all other

regulations established by the City of Huntsville Code of Ordinances and Development Code. A Mobile Food Vendor must be in possession of an annual Health Permit or apply for a Temporary Food Permit from the City of Huntsville. Additionally, Food Handlers License from the State must be submitted to the City of Huntsville Health Division. Event applications are to be submitted to the organizer of the City sponsored event.

2. The mobile food unit fee will be waived, however, all applicable event fees will remain in effect.
3. On-site inspections may be waived by the Building Inspector, Fire Marshal's office and/or Health Inspector at the discretion of each department or division.

4.208.E **Separation**

A Mobile Food Vendor shall require a Conditional Use Permit within 200 feet of an MR district, otherwise the development shall be permitted by right.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

#### **4.209 Mobile Food Vendor Courts**

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Though similar to restaurants, Mobile Food Vendor Courts must meet additional requirements to address potential hazards specific to mobile establishments.

4.209.A Though similar to restaurants, Mobile Food Vendor Courts must meet additional requirements to address potential hazards specific to mobile establishments.

1. A Mobile Food Vendor Court must meet all of the applicable requirements of the zoning district in which it is located and as required by the Development Code and Code of Ordinances.
2. Each Mobile Food Vendor in a Court shall have a current Mobile Food Vending Permit and Health Permit issued by the City of Huntsville. A separate Itinerant Vendor Permit as required by Sec. 32-34 of the City of Huntsville Code of Ordinances shall be required for each location where business is conducted.
3. Mobile Food Vendor establishment spaces within a court shall be set back at least twenty-five (25) feet from the front and fifteen (15) feet from the rear lot lines and set back from the side lot lines as specified for the zoning district where located.
4. Mobile food units shall be located a minimum of ten (10) feet from other mobile food units and from any other structures.
5. A Conditional Use Permit is required for Mobile Food Vendor Courts when located within two hundred (200) feet of an MR District.

4.209.B **Development Standards**

1. The Texas Food Establishment Rules (TFER) Section 229.167(d)(10) states a private home used as a living or sleeping quarters may not be used for conducting food establishment operations.
2. Restroom requirement for a mobile food court may be met through one (1) of the following methods:
  - a. Permanent bathrooms as required by the International Plumbing Code and the Texas Architectural Barriers Act and have obtained a City Building Permit. Restrooms must be permanent facilities - manufactured units/trailers are prohibited.

- b. Bathroom facilities within a building(s) located not more than three hundred (300) feet from the premises authorized by written consent of the property owner.
3. Each mobile food establishment shall obtain electricity from, and be within thirty (30) feet of a permanent power source designed and constructed in accordance with the National Electrical Code and as approved by the City. Portable generators are prohibited within a mobile food vendor court.
4. Each mobile food establishment shall obtain water from, and be within fifty (50) feet of, a back-flow protected hose bib connected directly to the City water supply.
5. A City Building Inspector shall make the appropriate inspections of the location, equipment, vehicle/units and other reasonable inspections concerned with the mobile food court operation to assure compliance with the applicable adopted codes, ordinances, requirement of all City, State and Federal statutes.
6. Mobile Food Vendor Courts must provide current and complete contact information including but not limited to: address, phone number, and any other information reasonable required by the City Manager or his/her designee for designated on-call personnel to be a principal point of contact for City staff and the individual vendors.
7. Residing and/or dwelling within a Mobile Food Vendor Court overnight is strictly prohibited.
8. Failure to comply with these standards may result in termination or suspension of Certificate of Occupancy/Mobile Food Vendor License/CUP.
9. Hours of operation. Mobile food courts shall be allowed to engage in business only between the hours of 6:00 a.m. and 12:00 a.m. Vendors wishing to operate outside of these hours may apply for a Conditional Use Permit.
10. No Mobile Food Vendor, structure associated with the Mobile Food Court use, nor any seating areas shall be located in a required setback, buffer yard, access easement, drainage easement, floodplain, driveway, utility easement and/or fire lane unless written authorization is provided by the City Manager or his/her designee.
11. Mobile Food Vendors/vehicles shall demonstrate that the vehicle or unit is readily moveable if required by the City. Any alteration, removal, attachment, placement or change in, under or upon the mobile food vehicle or unit that would prevent or otherwise reduce ready mobility is prohibited. Permitted Mobile Food Vendors/vehicles located within a court shall be exempt from having to remove the vehicle from the site during non-operating hours so long as such operation is in compliance with its use permit.
12. All structures (vehicles) shall be kept in good repair. Tires must be fully inflated at all times.
13. Waste Disposal
  - a. On-site. All vendors/vehicles selling food or beverages must provide at least one (1) appropriately sized trash receptacle adjacent to or as a part of their stand/operation.
  - b. Off-site. Mobile food courts shall have access to a common dumpster and to a common grease disposal container or grease trap, approved by the City. Common trash and grease disposal containers shall be enclosed within an area screened from view in accordance with City Ordinances. Trash enclosure shall not be located in the street setback. Mobile food establishments shall not be connected directly to, or indirectly discharge their wastewater into, the City wastewater system unless a grease trap is installed.

#### 14. Lighting

- a. A photometric lighting plan shall be submitted to the City Building Official during the development review process. This plan shall show illumination levels and points of intersection between fixtures, as well as use of energy-efficient exterior lighting.
- b. Any lights used in conjunction with a permitted use shall be shielded or directed away from adjacent uses and roads.
- c. Use of the lowest wattage and highest energy efficiency available is required.

4.209.C **Parking Requirements**

1. Mobile food courts must provide paved parking and access per the requirements of [Article 6, Parking And Driveway Access](#). See [6.402.F](#) for additional requirements for shared parking.
2. No Mobile Food Vendors shall be located in any required setback.

4.209.D **Application Requirements**

The following items must be submitted concurrently to the City of Huntsville Development Services Department:

1. Development Permit Application
2. Site Plan, drawn to a conventional scale showing:
  - a. location and surface type of the proposed Mobile Food Vendor locations.
  - b. location of customer table-seating and any associated shelter structures.
  - c. location of water hose bibs and electrical service connections.
  - d. location and surface type of parking spaces and driveways.
  - e. location and surface type of pedestrian access.
  - f. location and description of outdoor lighting.
  - g. location of restroom(s).
  - h. location of individual trash receptacles and common trash/grease disposal facilities, and type/height of common trash/grease disposal screening, (see [Section 7.600, Garbage and Recycling Dumpsters](#).)
3. Civil Site Plans
  - a. Engineered civil site plans must be provided in accordance with the City's *Engineering Standards, Specifications and Design Criteria*.
4. Construction Plans
  - a. Construction plans must be submitted showing, in detail, all improvements proposed to be constructed.
5. Off-site Restroom Agreement (if applicable) including:
  - a. signature and contact information of property owner for subject restroom.
  - b. site plan showing location of restroom.
6. Shared Parking Agreement (if applicable) including:
  - a. signature and contact information of property owner for shared parking location.
  - b. site plan showing:
    - i. location of shared parking.
    - ii. total number of parking spaces available at shared parking location.
    - iii. land uses occurring on site at proposed shared parking location, including square footages.

~~(Ord. No. 2024-20, 09/03/2024)~~

#### 4.2010 Equipment Screening and Outdoor Storage Requirements

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##### 4.2010.A Equipment Screening

All accessory equipment associated with the operation of a commercial facility, including but not limited to air conditioning units, generators, and utility boxes, must be screened from view of public rights-of-way and public access easements to the maximum extent possible. The design of the equipment enclosure must be architecturally compatible with the surrounding environment and structures.

##### 4.2010.B Outdoor storage shall be limited to the following design and operational standards:

1. Storage. Outdoor storage shall be limited to materials, products, or equipment used, produced, or manufactured by a permitted use.
2. Location. Outdoor storage areas shall be located to the rear or side of the main building, away from the street frontage and public ROW.
  - a. Outdoor storage areas shall not be located within, or occupy any required parking areas, setback areas, or landscape areas, or be on sidewalks or walkways.
3. Screening. All materials stored outside shall not be stacked to exceed the height of the screening wall or fence. All storage, equipment, and activities related to outdoor storage shall be completely surrounded on all sides by shielding fencing and/or walls.
4. Additional Screening Elements. When adjacent to the MR District, equipment and supplies related to building material storage yards, contractor's storage yards, lumberyards, manufacturing yards, and auto service and repair shall be entirely inside an enclosed building or buildings, unless the premises where such yards are located are entirely enclosed by fences or walls, as described below:
  - a. In addition to fencing/wall standards above, all screening fences/walls along a street frontage or adjacent to the MR District shall employ a minimum of one (1) of the following screening techniques to be used to further shield outdoor storage areas:
    - i. Planting with sufficient vines or climbing ivy of an acceptable density to ensure complete view-obstructing screening within two (2) years of planting.
    - ii. Combination of landscaped berm and solid masonry block wall meeting height requirements. Trees of the evergreen variety or other year-round, leaf-bearing type shall be planted and shall exceed the minimum height.
    - iii. Combination of trees and shrubs of the evergreen variety, or other similar year-round, leaf-bearing type, with proper planting spacing to encroach over the fence.

Such plants shall be of such variety and shall be clustered so as to allow only minimal gaps between foliage of mature trees and shrubs within one (1) year after planting.
    - iv. Evergreen shrubs or other similar year-round, leaf-bearing shrub, appropriately planted to form a solid hedge with a minimum of eight (8) feet in height within one (1) year after planting.

(Ord. No. ~~2024-20~~, 09/03/2024)

Effective on: ~~9/13/2024~~

#### 4.2011 Townhouse

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#### 4.2011.A Consecutive Attached Units

Townhouses shall be arranged in a maximum span of 200 linear feet.

#### 4.2011.B Zero-Foot Setback

Townhouses shall have a zero-foot setback from interior side lot lines shared by the same contiguous structure of the townhouses.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

### 4.2012 Multiplex

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#### 4.2012.A Unit Entries

There shall be a maximum of two individual unit entries on any facade.

#### 4.2012.B Unit Arrangement

Units may have either private or shared access and may be arranged in a variety of configurations, including back-to-back, side-to-side, or over-under.

#### 4.2012.C Building Design

The building shall be designed in a manner so as to appear as a large single-family dwelling.

~~Effective on: 2/22/2023~~

### 4.2013 Apartment / Condominium

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Units shall be located above the first floor of a vertical mixed-use building.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

### 4.2014 Fraternal Organization

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A

Fraternal Organization

shall require a Conditional Use Permit within 200 feet of an MR district, otherwise the development

shall be permitted by right

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

and otherwise shall be governed pursuant to Table 4-1.

### 4.2015 Animal Service

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An Animal Service establishment shall require a Conditional Use Permit within 400 feet of an MR district, otherwise the development shall be permitted by right.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

and otherwise shall be governed pursuant to Table 4-1.

### 4.2016 Assembly and Entertainment

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An Assembly and Entertainment establishment shall require a Conditional Use Permit within 200 feet of an MR district, otherwise the development shall be permitted by right.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

#### 4.2017 Office

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An Office shall have a maximum gross floor area of 3,000 square feet.

~~Effective on: 2/22/2023~~

#### 4.2018 Retail Sales and Service

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A Retail Sales and Service establishment shall have a maximum gross floor area of 3,000 square feet.

~~Effective on: 2/22/2023~~

#### 4.2019 Fuel Station or Vehicle Repair

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A Fuel Station or Vehicle Repair establishment shall require a Conditional Use Permit within 200 feet of an MR district, otherwise the development shall be permitted by right.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

#### 4.2020 Short-Term Lodging

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Short-term lodging service where property owners rent out their dwelling units on a month-to-month or less arrangement is permitted. All other lodging is prohibited. ~~All forms of lodging are prohibited in the RP-O District.~~

~~Commentary: This short term lodging provision is specifically for Air B&B's in single family structures.~~

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

### 4.300 NEW AND UNLISTED USES

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#### 4.300.A Use Categories

Each of the use categories and specific uses listed in [Table 4-1, Use Table](#), are defined in [Section 15.200, Definitions](#). The City Planner may authorize a use that is not listed if the proposed use fits within a defined use category or is functionally the same as a permitted, limited, or conditional use.

#### 4.300.B If Not Authorized Then Prohibited

If the City Planner determines that a proposed use does not fit within a given use category ~~and is not functionally the same as a permitted, limited, or conditional use, then the use is a prohibited use~~ listed in Table 4-1

#### 4.300.C Decision Criteria

In making such determinations, the City Planner may consider but not be limited to the following criteria: to approve a new or unlisted use,

1. The actual or projected characteristics of the activity in relation to those of the use type;
2. The amount of site area or floor space and equipment devoted to the activity;
3. Vehicle parking demand;
4. Average daily and peak hour trip generation (people, personal vehicles, and delivery vehicles);
5. Types of vehicles used and their parking requirements;
6. Building impervious surface coverage;

7. Regulated air or water emissions;
8. Noise, lighting, dust, and odors;
9. Solid waste generation;
10. The number of employees on a typical shift;
11. Use and storage of hazardous materials;
12. Character of associated buildings and structures;
13. How the use is advertised;
14. Nature and impacts of operation; and/or
15. Hours of operation.

Effective on: ~~2/22/2023~~

## ARTICLE 5 LOT AND SETBACK REGULATIONS

### Contents:

#### 5.100 Lot Design, Arrangement and Layout Generally

#### 5.200 Residential Lot Size and Building Setback Regulations

#### 5.300 Nonresidential and Mixed Use Lot Size and Building Setback Regulations

#### 5.400 Agriculture Tracts

#### 5.500 Residential Lots

#### 5.600 Nonresidential Lots

#### 5.700 Flag Lots

#### 5.800 Measurements

#### 5.900 Access to Lots

### 5.100 LOT DESIGN, ARRANGEMENT AND LAYOUT GENERALLY

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All lots to be created must comply with the following regulations:

- 5.101 Each lot must have sufficient size and shape to allow the construction of a residential or nonresidential building (as designated by the plat or zoning district map) that complies with all applicable lot and setback regulations and with all applicable development, building, housing, and health codes.
- 5.102 Each lot must have sufficient size and shape to accommodate easements for all public and private utilities.
- 5.103 Lots must be designed with side lot lines at right angles or radial to any adjacent street right-of-way line.
- 5.104 Minimum lot dimensions, building setback lines, and lot areas must conform to applicable zoning district requirements.
- 5.105 Depth and width of lots reserved or laid out for nonresidential use must be adequate to provide for the off-street service and parking facilities required by the type of use and development proposed.

~~Effective on: 2/22/2023~~

### 5.200 Residential Lot Size and Building Setback Regulations

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#### 5.201 Generally

Table 5-1 establishes the dimensional standards for the residential zoning districts, which are depicted in Figure 5-1. Except as provided in Sec. 5.800, no lot shall be reduced in size so that its area, width, setback requirements, gross density, or other requirements of Table 5-1 are not maintained.

#### 5.202 Setbacks Related to Driveways and Garages

A minimum setback of 20 feet shall apply where a driveway provides access on a residential property from a street, other than an alley. This maintains an adequately sized parking space on the driveway between the structure and the street and helps to avoid encroachment into public sidewalks, despite lower minimum setback standards in Table 5-1 for the remainder of the building.

## 5.203 Measurements Reference

Refer to Sec. 5.800 for explanations of, and special provisions related to, the measurements and standards in Table 5-1.

| Table 5-1: Residential Lot and Building Setback Regulations <sup>5</sup>                                                                                                                                                                                                                                                                                                                                                                            |                                 |                               |                          |                          |                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------|--------------------------|--------------------------|-------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Medium Density Residential (MR) |                               |                          |                          | High Density Residential (HR) |
| See Fig. 5-1 for Measurement Rules                                                                                                                                                                                                                                                                                                                                                                                                                  | Low Density Residential         | Detached House/<br>Patio Home | Two-Unit                 | Town House               | Apartment/Condo               |
| <b>Minimum Lot Size (Sq. Ft.)</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 |                               |                          |                          |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Conv/Infill                     | Conv/Infill                   | Conv/Infill              | Conv/Infill              | Conventional/Infill           |
| Lot Area (A)                                                                                                                                                                                                                                                                                                                                                                                                                                        | 7,200                           | 6,000/4,000                   | 6,000/4,000              | 2,400/2,000              | 7,500                         |
| Lot Area per Unit                                                                                                                                                                                                                                                                                                                                                                                                                                   | 7,200                           | 6,000/4,000                   | 3,000/2,000 <sub>4</sub> | 2,400/2,000 <sub>4</sub> | 1,200                         |
| Lot Width (B) <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                          | 60                              | 50/40                         | 50/40                    | 30/24                    | 75                            |
| Max Height (C)                                                                                                                                                                                                                                                                                                                                                                                                                                      | 35                              | 35                            | 45                       | 45                       | --                            |
| <b>Minimum Building Setbacks (feet)</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                               |                          |                          |                               |
| Street (D) <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                             | 25                              | 20                            | 20                       | 20                       | 20                            |
| Street Side (E) <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                        | 10                              | 10                            | 10                       | 10                       | 10                            |
| Side (F)                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5                               | 5                             | 5                        | 5                        | 5                             |
| Rear (G)                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10                              | 10                            | 10                       | 10                       | 10                            |
| <sup>1</sup> The width must be at least 33% of the lot's depth, but not more than 2 times the lot's depth.<br><sup>2</sup> The sight triangle requirements of §10.407.D do apply.<br><sup>3</sup> <del>Applies only to end units. No setback required between units with attached/abutting walls.</del><br><sup>4</sup> <del>1 Unit = three (3) bedrooms or less.</del><br><sup>5</sup> Refer to Section 2.401, Simple Living Residential District. |                                 |                               |                          |                          |                               |

Figure 5-1: Residential Measurements

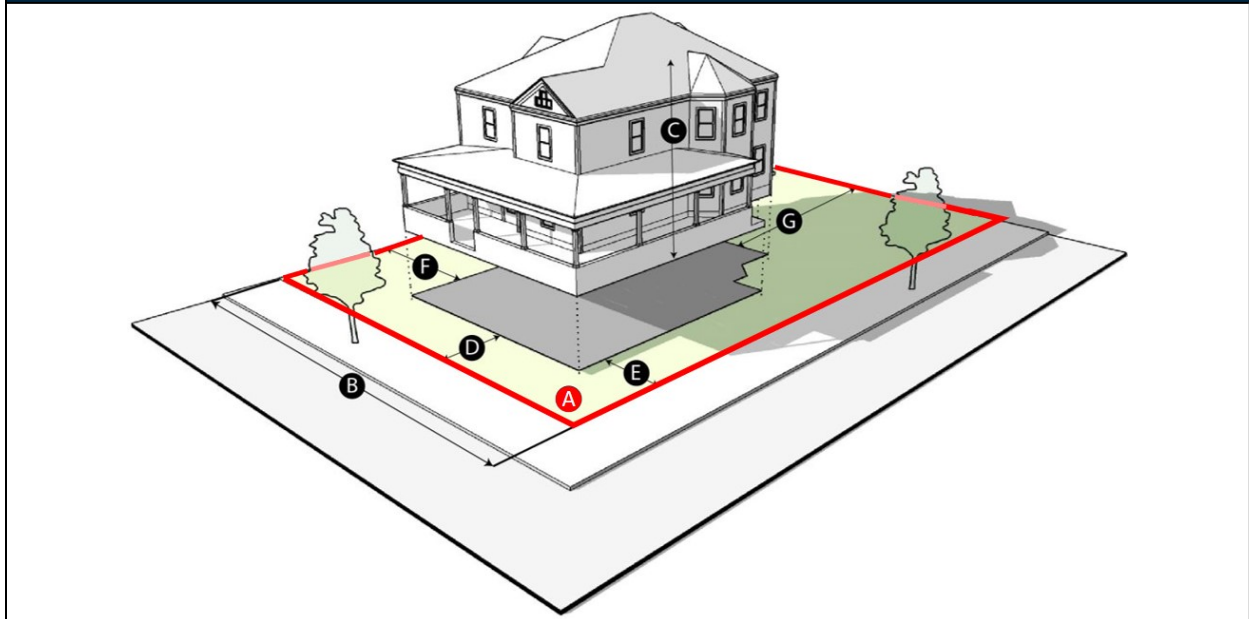


FIGURE NOTES:

A = Minimum Lot Area per Unit | B = Minimum Lot Width | C = Maximum Height | D = Minimum Street Setback | E = Minimum Street Side Setback | F = Minimum Side Setback | G = Minimum Rear Setback

*Commentary: For Two-Unit and Apartment/Condo Residential Developments with more than three bedrooms per dwelling unit, required Lot Area per Unit shall increase by 33% for each additional bedroom in each dwelling unit.*

5.204 Development Types

5.204.A. Conventional

1. Description. The conventional development type, as depicted in Figure 5-2, is a pattern that allows primarily residential uses and that provides the majority of residential property owners with private open space on their own property. A conventional development type consists of varying housing types depending on the zoning district and minimum lot size is a primary factor in the character-built environment of the development.
2. Standards. All the requirements of this Article shall apply to conventional development types unless otherwise specified.



Figure 5-2: Conventional Development Type

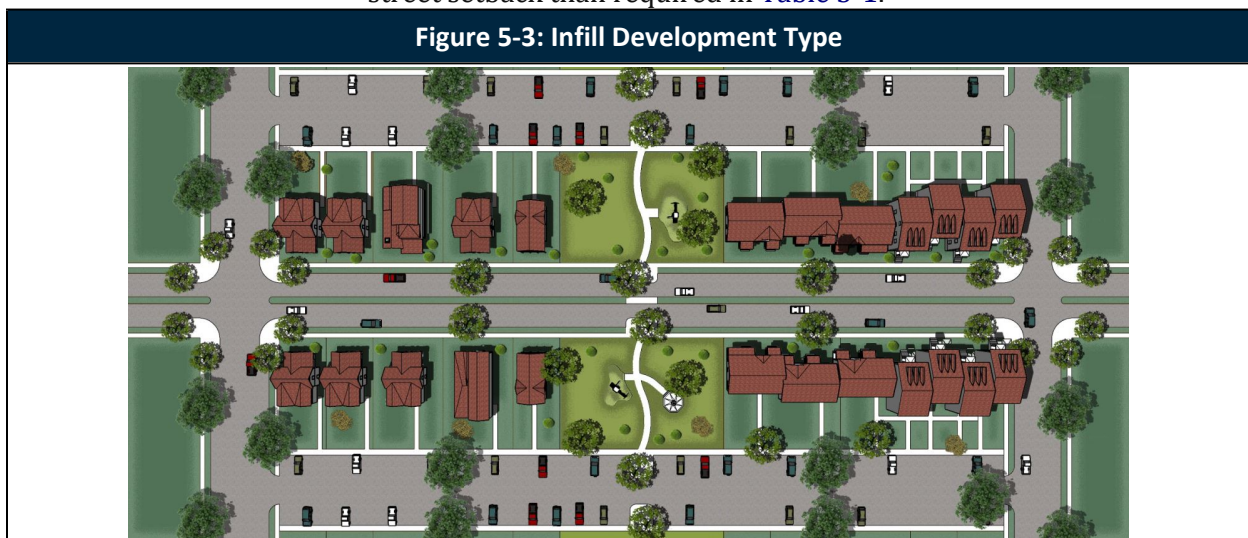


5.204.B. **Infill**

1. Eligibility for Infill. An infill development type may be located on any parcel:
  - a. Vacant or Unoccupied. That is surrounded by existing developed properties and has been vacant or unoccupied for more than one year;
  - b. Utility Easements. Where adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property are utility easements that create a substantial break in development or redevelopment potential;
  - c. Environmental Constraints. Where adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property are encumbered by environmentally sensitive or constrained areas such as floodplains; or
  - d. Existing Development. Where adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property are developed with single-family dwellings of higher density or intensity uses.
2. Site Area. The minimum site area for an infill development is 20,000 square feet.
3. Appearance. Infill development shall be constructed to be generally compatible in appearance with other existing structures on adjacent properties. This provision shall be satisfied by constructing the proposed

building(s) so that at least three of the following features are substantially similar to the majority of other buildings in the context:

- a. Roof pitch and overhang;
  - b. Shape, size, and alignment of windows and doors;
  - c. Front porches or porticos;
  - d. Exterior building color; or
  - e. Location and style of garage or carport.
4. Alternative Standards. In place of the standards in this Section and other standards of this UDO, the applicant may utilize the following alternative standards.
- a. Lot Area and Width. The minimum lot area and width may be that of the smallest and narrowest lot on the block face on which the property is located.
  - b. Maximum Building Height. The maximum building height may be that of the tallest building on the block face on which the property is located, plus 15 percent of the height.
  - c. Buffering. Where a buffer is required between zoning districts, the buffer width and planting materials may be reduced by 50 percent.
  - d. Front Setback. The street setback of the building may be that of the average of the entire block face, if such average results in a smaller street setback than required in [Table 5-1](#).



(Ord. No. ~~2024-20~~, 09/03/2024)

Effective on: ~~9/13/2024~~

## 5.300 NONRESIDENTIAL AND MIXED USE LOT SIZE AND BUILDING SETBACK REGULATIONS

### 5.301 Generally

[Table 5-2](#) establishes the dimensional standards for the nonresidential and mixed use zoning districts, which are depicted in [Figure 5-4](#) and [Figure 5-5](#).

### 5.302 Setbacks ~~Related to~~ Driveways and Garages

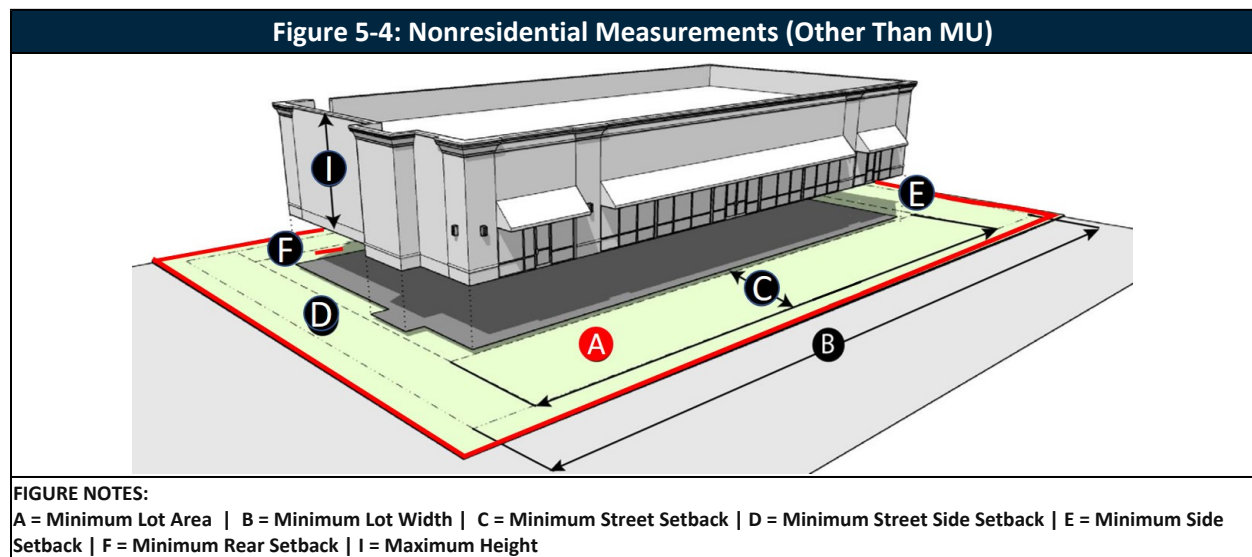
A minimum setback of 20 feet shall apply where a driveway provides access on a residential property from a street, other than an alley. This maintains an adequately sized parking space on the driveway between the structure and the street and helps to avoid encroachment into public sidewalks, despite lower minimum setback standards in Table 5-2 for the remainder of the building. In the MU zoning district, no garage entry shall extend toward the street beyond the front facade of the habitable space of the structure.

### 5.303 Measurements Reference

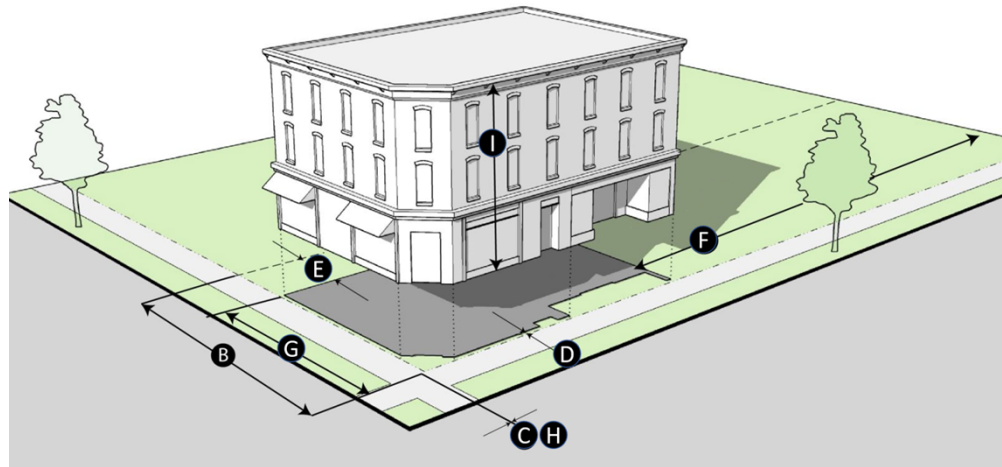
Refer to Section 5.800 for explanations of, and special provisions related to, the measurements and standards in Table 5-2.

| Zoning District | Landscaping Percentage | Minimum Lot Area (SF) (A) | Minimum Lot Width (Feet) (B) | Minimum Setbacks (Feet) |                 |                       |                       | Minimum Frontage Build-Out (%) (G) | Maximum                                |                   |
|-----------------|------------------------|---------------------------|------------------------------|-------------------------|-----------------|-----------------------|-----------------------|------------------------------------|----------------------------------------|-------------------|
|                 |                        |                           |                              | Street (C)              | Street Side (D) | Side <sup>1</sup> (E) | Rear <sup>1</sup> (F) |                                    | Street Setback (Feet) <sup>2</sup> (H) | Height (Feet) (I) |
| IN              | 10%                    | 7,500                     | 75                           | 25                      | 20              | 10/50                 | 10/20                 | --                                 | --                                     | --                |
| MU <sup>3</sup> | 10%                    | --                        | --                           | 5                       | 5               | 10/10                 | 10/10                 | 75                                 | --                                     | 65                |
| PI              | 10%                    | 7,500                     | 75                           | 25                      | 20              | 10/20                 | 10/20                 | --                                 | --                                     | 65                |

1. First number applies if adjacent to apartments, nonresidential, or mixed use / second number applies if adjacent to residential (excluding apartments)  
2. Applies to street setback and street side setback  
3. Refer to Section 2.400, *Supplemental District Regulations*, for additional standards specific to the MU district  
-- = No minimum or maximum



**Figure 5-5: Nonresidential Measurements (MU)**



**FIGURE NOTES:**

B = Minimum Lot Width | C = Minimum Street Setback | D = Minimum Street Side Setback | E = Minimum Side Setback | F = Minimum Rear Setback | G = Minimum Frontage Build-Out | H = Maximum Street Setback

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 5.400 AGRICULTURE TRACTS

Agricultural tracts created by land division within the City or ETJ of the City must be laid out and arranged in a way that allows the opening of future streets and resubdivisions.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 5.500 RESIDENTIAL LOTS

### 5.501 Apartment / Condo

Apartment or condo lots in the HR district are subject to compliance with the lot and building setback regulations of [Table 5-1](#). Except as otherwise expressly stated in this Development Code, apartment/condo lots that comply with the minimum lot area per unit requirements of [Table 5-1](#) may be occupied by more than one principal residential building.

### 5.502 Patio Home

- 5.503.A. A patio home is a detached house that is placed against one of the interior side lot lines rather than centered on the lot, with setbacks on each side. Patio home lots are subject to compliance with the patio home lot and building setback regulations of [Table 5-1](#). In addition, patio home lots are subject to the following regulations:
- 5.503.B. A patio home development must consist of at least 3 contiguous lots with frontage on the same street.
- 5.503.C. The interior side setback on one side of the lot containing a patio home may be reduced to as little as zero. The zero- or reduced setback side of a patio home may not abut a street and may not abut a lot that is not part of the patio

home development. On the “non-zero” side, a setback must be provided in accordance with the minimum side setback requirement of [Table 5-1](#).

- 5.503.D. Eaves on the side of a patio home with a reduced setback may not project over the property line.
- 5.503.E. When the patio home’s exterior wall or eaves are set back less than 2 feet from the abutting property line, a perpetual maintenance easement at least 5 feet in width must be provided on the lot abutting the zero lot line property line, which, with the exception of walls and/or fences, must be kept clear of structures. The easement must be shown on the plat and incorporated into each deed transferring title to the property. This provision is intended to ensure the ability to conduct maintenance on the patio home.
- 5.503.F. Windows, doors, or other openings that allow for visibility into the side yard of the lot abutting the reduced or zero setback side of the patio home are prohibited. Windows that do not allow visibility into the side yard of the parcel abutting the zero or reduced setback side, such as clerestory windows or translucent windows, are allowed, subject to compliance with the building code.
- 5.503.G. Individual utility connections must be provided to each patio house dwelling unit.
- 5.503.H. All utilities must be placed underground.
- 5.503 Townhouse

Townhouses are subject to compliance with the townhouse lot and building setback regulations of [Table 5-1](#). In addition, townhouse lots are subject to all of the following regulations.

  - 5.503.A. Individual utility connections must be provided to each townhouse dwelling unit.
  - 5.503.B. All utilities must be placed underground.
  - 5.503.C. A single building may not contain more than 12 townhouse units.
  - 5.503.D. Each townhouse building or series of townhouses must be separated by a minimum distance of 20 feet.
- 5.504 Two-Unit House

Two-unit houses are subject to compliance with the two-unit house lot and building setback regulations of [Table 5-1](#).
- 5.505 **[Reserved]**
- 5.506 Manufactured Homes

Manufactured home lots are to be located within a Manufactured Home Park/Subdivision or as a replacement on a lot that previously contained a manufactured home and are subject to compliance with the manufactured home lot building setback regulations of [Table 2-4](#). Only manufactured homes can be placed on lots developed to manufactured home lot standards. See also the mobile home and manufactured housing regulations of §§ 2.406 and [4.203](#).

~~{Ord. No. 2024-20, 09/03/2024}~~

~~Effective on: 9/13/2024~~

## **5.600 NONRESIDENTIAL LOTS**

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Commercial, office, industrial, public, civic and institutional and other nonresidential uses are subject to compliance with the nonresidential lot and building setback regulations of [Table 5-2](#).

~~(Ord. No. 2024-20, 09/03/2024)~~

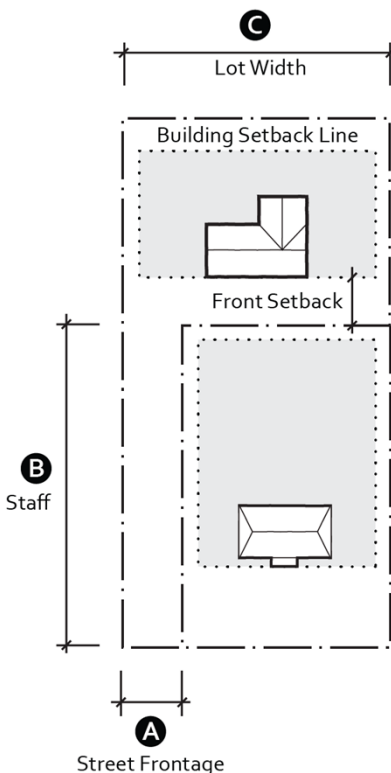
~~Effective on: 9/13/2024~~

## 5.700 FLAG LOTS

Flag lot configurations are allowed for lots in the MR, HR, IN, and PI districts. Flag lots must comply with the minimum lot area, lot area per unit, lot width, and building setback regulations of [Table 5-1](#), [Table 5-2](#) and the additional flag lot regulations of [Table 5-3](#).

| Table 5-3: Flag Lots                                                                                                                                                                                        |                                             |                                                                        |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------|----------------------|
|                                                                                                                                                                                                             | See Figure 5-1                              | MR, HR District                                                        | IN, and PI Districts |
| A                                                                                                                                                                                                           | Minimum Street Frontage (feet)              | 25                                                                     | 50                   |
| B                                                                                                                                                                                                           | Maximum Length of Staff (feet) <sup>1</sup> | 200                                                                    | 100                  |
| C                                                                                                                                                                                                           | Minimum Lot Width (feet)                    | As required by <a href="#">Table 5-1</a> and <a href="#">Table 5-2</a> |                      |
| <sup>1</sup> The staff or “panhandle” portion of a flag lot must be restricted solely for access to the developable portion of the lot (the flag). Such restrictions must be shown on the face of the plat. |                                             |                                                                        |                      |

Figure 5-6: Flag Lot Measurements



~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 5.800 MEASUREMENTS

5.801 Lot Area



Lot area is measured as the total ground-level surface area contained within the property boundaries of a lot.

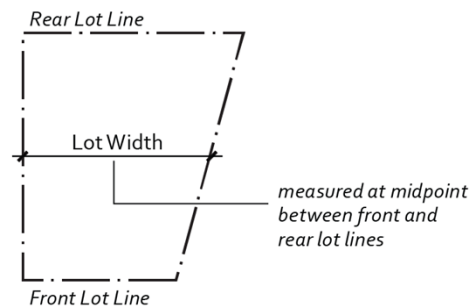
5.802 **Lot Area per Dwelling Unit**

Lot area per dwelling unit is a measure of residential density. It governs the amount of lot area required for each dwelling unit on the subject lot. To determine the number of dwelling units allowed on a lot, divide the lot area of the subject lot by the minimum lot-area-per-unit requirement of [Table 5-1](#), and round any fractional result down to a whole number. If, for example, a minimum lot-area-per-unit requirement of 1,750 feet is applied to a 10,000 square foot lot, a maximum of 5 units would be allowed on that lot (5.71 rounded down to 5).

5.803 **Lot Width**

Lot width is measured as the horizontal distance between the side lot lines of a lot measured at the midpoint between the front and rear lot lines.

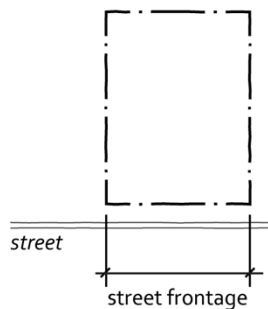
**Figure 5-7: Lot Width Measurement**



5.804 **Street Frontage**

Street frontage is measured between side lot lines of a lot along the lot line that abuts the street. See Figure 5-8. On lots that abut the bulb of a cul-de-sac or similarly curved street, frontage may be measured along the actual building setback line.

**Figure 5-8: Street Frontage Measurement**



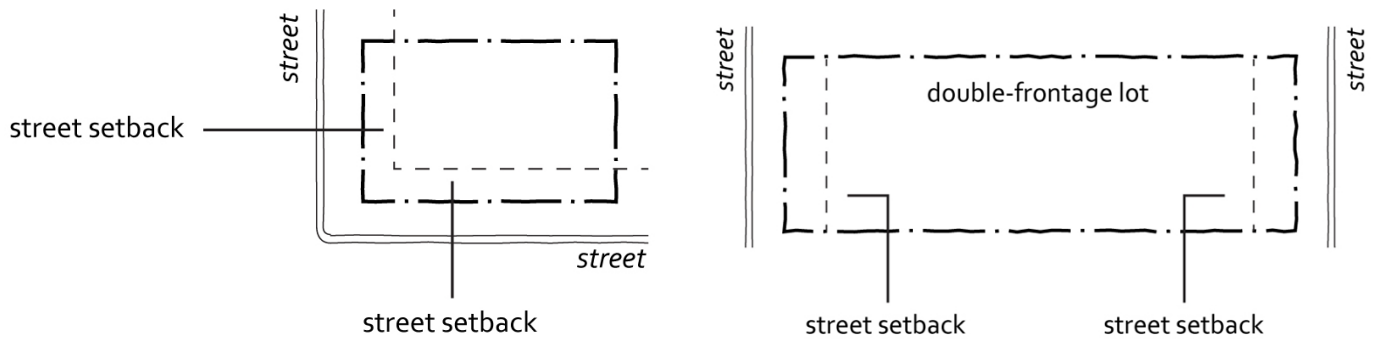
5.805 **Setbacks**

5.805.A. **Measurement**

Setbacks are measured from the referenced lot line to the closest point of the building or structure.

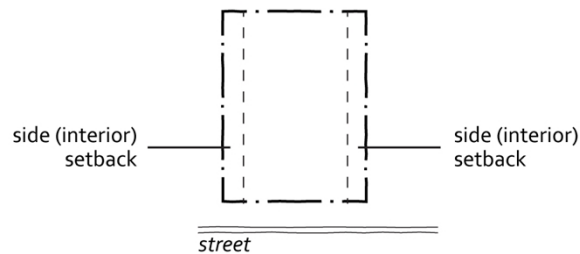
1. Street setbacks are measured from all lot lines that abut a street. See Figure 5-9. Street setbacks shall comply with [Table 2-3](#) for SLR Districts and [Table 5-1](#) for Residential Uses and [Table 5-2](#) for all others.

**Figure 5-9: Street Setback Measurement**



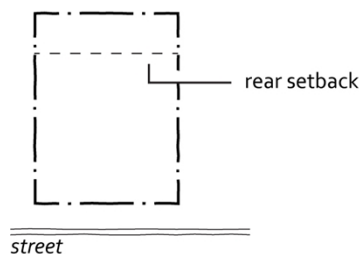
2. Side (interior) setbacks are measured from all side lot lines that do not abut a street. See Figure 5-10. Interior side setbacks do not apply to attached or abutting walls in a townhouse or two-unit project.

**Figure 5-10: Side (interior) Setback Measurement**



3. Rear setbacks are measured from the rear lot line. See Figure 5-11.

**Figure 5-11: Rear Setback Measurement**



#### 5.805.B. **Allowed Setback Encroachments**

Required setbacks must be unobstructed and unoccupied from the ground to the sky except that the following are exempt from setback requirements, as indicated:

1. Eave and roof extensions may encroach into any required setback for a distance of up to 24 inches.

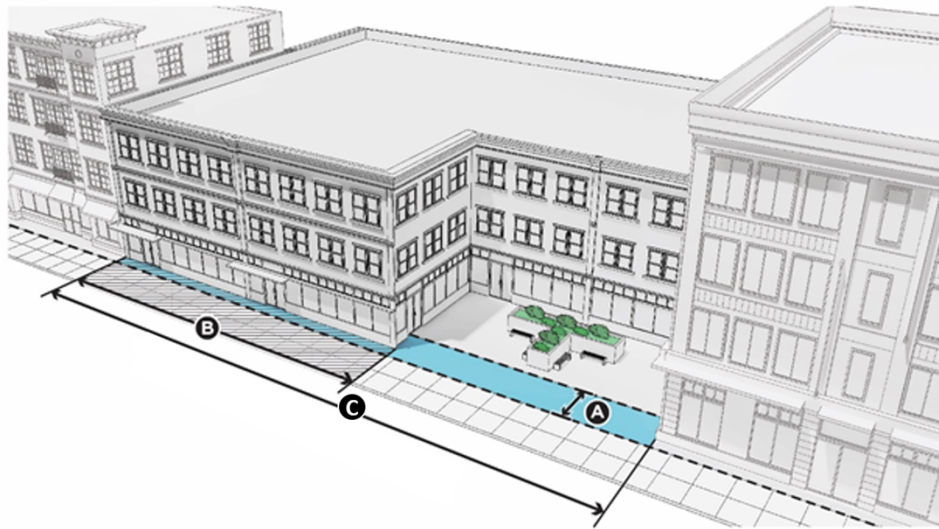
2. Ordinary projections of windowsills, belt courses, cornices, and other architectural features may encroach into any required setback for a distance not to exceed 12 inches.
3. Driveways, walks, steps for negotiating ground slopes, retaining walls, hedges and natural growth, fences, paved patios and other paved structures used ornamentally, for gardening, or for private recreation purposes may encroach into any required setback. Such features are, however, subject to the intersection sight distance requirements of §10.407.D.
4. Open porches, exterior steps to building entrances, and open fire escapes may encroach into required setbacks, provided that such structures or features are open on at least 3 sides and set back at least 10 feet from street property lines and 5 feet from all interior property lines.

5.806

Reserved

~~In Table 5-2, a minimum frontage build-out applies to the MU districts. The minimum frontage build-out is measured as the percentage of the building wall adjacent to the street that is required to be located between the minimum and maximum street setback. See Figure 5-12, below. For example, in Figure 5-12, the percentage of the building width (B) that lies within the area between the minimum and maximum street setbacks (A) is approximately 50 percent, compared to the overall width of the building (C).~~

**Figure 5-12: Minimum Frontage Build Out**



**FIGURE NOTES:**

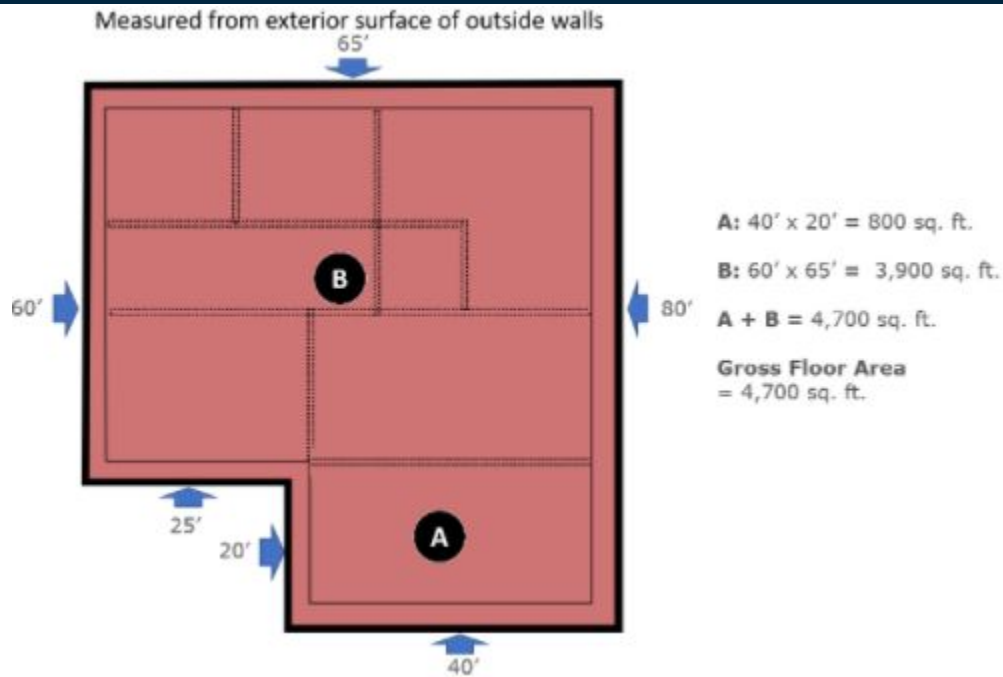
~~A = Area between the minimum and maximum street setbacks | B = Width of building wall that lies between the minimum and maximum setbacks | C = Entire width of the building~~

5.807

**Gross Floor Area**

The total area of all the floors of a building, including intermediately floored tiers, mezzanines, etc., as measured from the exterior surfaces of the outside walls of the building. See Figure 5-13 below.

Figure 5-13: Gross Floor Area



~~{Ord. No. 2024-20, 09/03/2024}~~

~~Effective on: 9/13/2024~~

## 5.900 ACCESS TO LOTS

Perpetual legal access to lots must come from an established public street or by a perpetual access easement or right-of-way adequate to serve the subject lot. Lots designated for uses allowed/defined in [Table 4-1](#) under the Residential Subcategory, Household Living are permitted to have access from an established public street only, with the exception that lots with no more than three (3) household dwelling units may have access from a perpetual access easement. When permitted, each perpetual access easement or right-of-way must allow construction and perpetual maintenance of a driveway across the property and allow vehicular travel on the driveway. Perpetual access easements must be of record and filed in the office of the Walker County clerk.

*Commentary: Whenever developments with more than one lot have access from a perpetual access easement, pedestrian access is required to be provided adjacent to the access easement.*

~~{Ord. No. 2024-20, 09/03/2024}~~

~~Effective on: 9/13/2024~~

## ARTICLE 6 PARKING AND DRIVEWAY ACCESS

### Contents:

- 6.100 General
- 6.200 Minimum Parking Ratios
- 6.300 Calculation of Required Parking
- 6.400 Parking Exemptions and Reductions
- 6.500 Use of Parking Areas
- 6.600 Location
- 6.700 Design
- 6.800 Pedestrian Circulation
- 6.900 Accessible Parking for People with Disabilities
- 6.1000 Drive-through Facilities
- 6.1100 Driveways
- 6.1200 Loading

### 6.100 GENERAL

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#### 6.101 Purpose

The regulations of this article are intended to help ensure off-street motor vehicle parking facilities are provided in rough proportion to the generalized demands of different land uses. By requiring parking, it is the intent of this article to help avoid the negative impacts associated with spillover parking into adjacent areas, while at the same time avoiding the negative environmental and visual impacts that can result from unnecessarily large parking and vehicular use areas.

#### 6.102 Applicability

##### 6.102.A General

Unless otherwise expressly stated, the regulations of this article apply in all zoning districts.

##### 6.102.B New Uses and Development

Unless otherwise expressly stated, the parking regulations of this article apply to all new buildings constructed and all new uses established.

##### 6.102.C Enlargements and Expansions

1. Unless otherwise expressly stated, the parking regulations of this article apply whenever an existing building or use is enlarged or expanded to include additional dwelling units, floor area, seating capacity, employees, or other units of measurement used for establishing off-street parking requirements.
2. In the case of enlargements or expansions that trigger requirements for additional parking, additional spaces are required only to serve the enlarged or expanded area, not the entire building or use. There is no requirement to address a lawful, existing parking deficit.

##### 6.102.D Change of Use

When the use or occupancy of property changes, additional off-street parking and loading facilities must be provided to serve the new use or occupancy only when the number of parking or loading spaces required for the new use or occupancy exceeds the number of spaces required for the use that most recently occupied the building, based on the standards of this Development Code. Credit is given to the most recent lawful use of the property for the number of parking spaces that would be required under this Development Code, regardless of whether such spaces are actually provided. A new use is not required to address a lawful, existing parking deficit.

6.102.E **Existing**

Existing off-street parking and loading areas may not be eliminated, reduced or modified below the minimum requirements established in this article.

Effective on: 2/22/2023

## 6.200 MINIMUM PARKING RATIOS

Except as otherwise expressly stated, off-street motor vehicle parking spaces must be provided in accordance with [Table 6-1](#).

| Table 6-1: Minimum Motor Vehicle Parking Ratios |                                                                                                                                             |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| USE CATEGORY                                    | Minimum Motor Vehicle Parking Requirement                                                                                                   |
| Subcategory Specific Use                        |                                                                                                                                             |
| <b>RESIDENTIAL</b>                              |                                                                                                                                             |
| <b>Household Living</b>                         |                                                                                                                                             |
| Apartment/condo                                 | 1.0 spaces per bedroom                                                                                                                      |
| Purpose-Built Shared Housing                    | Refer to Purpose-Built Shared Housing Design Criteria                                                                                       |
| All other household living                      | 2 spaces per dwelling unit, with 3 bedrooms or less, plus 1 space for each additional bedroom for dwelling units with more than 3 bedrooms. |
| <b>Group Living</b>                             | 1 space per 2 beds                                                                                                                          |
| <b>PUBLIC, CIVIC AND INSTITUTIONAL</b>          |                                                                                                                                             |
| <b>Aircraft Landing Area</b>                    | Established in accordance with <a href="#">Sec. 6.307</a>                                                                                   |
| <b>College or University</b>                    | Established in accordance with <a href="#">Sec. 6.307</a>                                                                                   |
| <b>Community Center</b>                         | 1 space per 300 square feet                                                                                                                 |
| <b>Governmental Facility</b>                    | Established in accordance with <a href="#">Sec. 6.307</a>                                                                                   |
| <b>Fraternal Organization</b>                   | 1 space per 200 square feet                                                                                                                 |
| <b>Hospital</b>                                 | 1 space per 2 beds                                                                                                                          |
| <b>Library</b>                                  | 1 space per 300 square feet                                                                                                                 |
| <b>Museum or Cultural Facility</b>              | 1 space per 300 square feet                                                                                                                 |
| <b>Natural Resource Preservation</b>            | Established in accordance with <a href="#">Sec. 6.307</a>                                                                                   |
| <b>Parks and Recreation</b>                     | Established in accordance with <a href="#">Sec. 6.307</a>                                                                                   |
| <b>Religious Assembly</b>                       | 0.25 spaces per seat in main assembly area                                                                                                  |



| Table 6-1: Minimum Motor Vehicle Parking Ratios |                                                                                                                                                          |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| USE CATEGORY                                    | Minimum Motor Vehicle Parking Requirement                                                                                                                |
| Subcategory Specific Use                        |                                                                                                                                                          |
| <b>Safety Service</b>                           | Established in accordance with Sec. 6.307                                                                                                                |
| <b>School</b>                                   |                                                                                                                                                          |
| Elementary and Junior High                      | 2 spaces per classroom                                                                                                                                   |
| Senior High                                     | 10 spaces per classroom                                                                                                                                  |
| <b>Utilities and Public Service Facility</b>    |                                                                                                                                                          |
| Minor                                           | None                                                                                                                                                     |
| Major                                           | Established in accordance with Sec. 6.307                                                                                                                |
| <b>Wireless Communications</b>                  |                                                                                                                                                          |
| Freestanding tower                              | None                                                                                                                                                     |
| Building or tower-mounted antenna               | None                                                                                                                                                     |
| <b>COMMERCIAL</b>                               |                                                                                                                                                          |
| <b>Animal Service</b>                           | 1 space per 250 square feet                                                                                                                              |
| <b>Assembly and Entertainment</b>               | 1 space per 4 seats                                                                                                                                      |
| <b>Commercial Service</b>                       |                                                                                                                                                          |
| Personal Service                                | 1 space per 250 square feet                                                                                                                              |
| All other commercial service uses               | 1 space per 300 square feet                                                                                                                              |
| <b>Day Care</b>                                 | 1 space per employee + 1 drop-off/pick-up space per 1,000 square feet, with no more than 10 spaces required                                              |
| <b>Eating Establishment</b>                     | 1 space per 150 square feet                                                                                                                              |
| <b>Financial Service</b>                        | 1 space per 250 square feet                                                                                                                              |
| <b>Funeral or Mortuary Service</b>              | 1 space per 4 seats                                                                                                                                      |
| <b>Lodging</b>                                  |                                                                                                                                                          |
| Recreational Vehicle Park                       | 1 space per camping or RV space                                                                                                                          |
| All other Lodging Uses                          | 1 space per room                                                                                                                                         |
| <b>Mobile Food Vendor</b>                       | 3 spaces per vendor plus required parking for all uses occurring on site plus one space per each employee on site                                        |
| <b>Mobile Food Vendor Court</b>                 | 2.5 spaces per vendor plus required parking for all uses/activities occurring on site (including entertainment) plus one space per each employee on site |
| <b>Office</b>                                   |                                                                                                                                                          |
| Medical                                         | 1 space per 250 square feet                                                                                                                              |
| All other office uses                           | 1 space per 300 square feet                                                                                                                              |
| <b>Retail Sales</b>                             | 1 space per 250 square feet                                                                                                                              |
| <b>Self-service Storage Facility</b>            | 1 space per 10 storage spaces                                                                                                                            |

| Table 6-1: Minimum Motor Vehicle Parking Ratios |                                                   |
|-------------------------------------------------|---------------------------------------------------|
| USE CATEGORY                                    | Minimum Motor Vehicle Parking Requirement         |
| Subcategory Specific Use                        |                                                   |
| Trade School                                    | 1 space per 300 square feet                       |
| Vehicle Sales and Service                       | 2 spaces per fuel pump + 4 spaces per service bay |
| <b>INDUSTRIAL</b>                               |                                                   |
| Mining/Extraction                               | 1 space per employee                              |
| <b>Recycling Facility</b>                       |                                                   |
| Recyclable Material Drop-off Facility           | 3 spaces                                          |
| Recyclable Material Processing Facility         | 1 space per 1,000 square feet                     |
| <b>Wholesale, Distribution &amp; Storage</b>    |                                                   |
| Wholesale, Distribution and Storage (Indoor)    | 1 space per 1,000 square feet                     |
| All Other Wholesale, Distribution and Storage   | 1 space per 1,000 square feet                     |
| All Other Industrial Uses                       | 1 space per 1,000 square feet                     |
| <b>AGRICULTURE</b>                              |                                                   |
| Farming/General Agriculture                     | None                                              |
| Community Garden                                | None                                              |

Effective on: 2/22/2023

## 6.300 CALCULATION OF REQUIRED PARKING

The following rules apply when calculating the required number of off-street parking spaces:

### 6.301 Multiple Uses

Unless otherwise expressly allowed in accordance with the shared parking regulations of Sec. 6.402, lots containing more than one principal use must provide parking in an amount equal to the total of the requirements for all principal uses on the lot.

### 6.302 Fractions

When measurements of the number of required spaces result in a fractional number, any fraction of less than one-half (0.5) is rounded down to the next lower whole number, and any fraction of one-half (0.5) or more is rounded up to the next higher whole number.

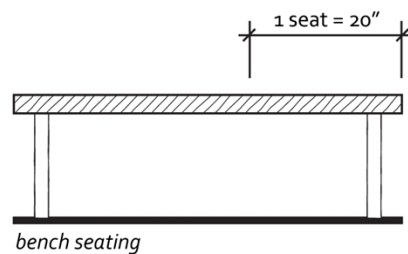
### 6.303 Area Measurements

Unless otherwise expressly stated, all area-based (square footage) parking standards must be computed based on the sum of the gross horizontal areas of a building devoted to a use requiring off-street parking. The following areas are not counted as floor area for the purpose of calculating off-street parking and loading requirements: floor space devoted primarily to the housing of mechanical or electrical equipment, elevator shafts, stairwells, storage (except as otherwise noted), commercial kitchen areas, ramps, aisles, and maneuvering space devoted to off-street parking or loading facilities, or basement floor space unless the basement area is devoted to merchandising activities, the production or processing of goods, business or professional offices or residential dwelling units.

#### 6.304 **Bench Seating**

Each 20 inches of seating area in bleachers, pews or similar bench-seating arrangement counts as one seat for the purpose of calculating seating-based parking requirements. See Figure 6-1.

**Figure 6-1: Bench Seating Measurement**



#### 6.305 **Occupancy- or Capacity-based Standards**

For the purpose of computing parking requirements based on employees, students, members, residents or occupants, calculations must be based on occupancy standards established by the building code.

#### 6.306 **Unlisted Uses**

Upon receiving a development application for a use not specifically listed in an off-street parking schedule, the Building Official is authorized to apply the off-street parking ratio specified for the listed use that is deemed most similar to the proposed use or establish a minimum off-street parking requirement for the proposed use in accordance with § 6.307.

#### 6.307 **Establishment of Other Parking Ratios**

The Building Official is authorized to establish required minimum off-street parking ratios for unlisted uses and in those instances where authority to establish a requirement is expressly granted. Such ratios may be established on the basis of a similar use/parking determination (as described in Sec. 6.306), on parking data provided by the applicant or information otherwise available to the Building Official. Parking data and studies must include estimates of parking demand based on reliable data collected from comparable uses or on external data from credible research organizations (e.g., Institute of Transportation Engineers (ITE) or American Planning Association [APA]). Comparability will be determined by density, scale, bulk, area, type of activity and location. Parking studies must document the source of all data used to develop recommended requirements.

Effective on: 2/22/2023

## 6.400 PARKING EXEMPTIONS AND REDUCTIONS

### 6.401 Downtown District

Off-street parking is not required for buildings that were in existence in the D zoning district on or before January 1, 1978. After January 1, 1978, new buildings and building expansions in the D district must provide off-street parking as required by Sec. 6.200 unless the minimum number of off-street parking spaces required to serve the new building or building expansion is 10 or fewer spaces, in which case no off-street parking is required.

### 6.402 Shared Parking

#### 6.402.A Purpose

Sharing parking among different users can result in overall reductions in the amount of motor vehicle parking required. Shared parking is encouraged as a means of conserving scarce land resources, reducing stormwater runoff, reducing the heat island effect caused by large paved areas and improving community appearance.

#### 6.402.B Applicability

Shared parking facilities are allowed for mixed-use projects and for multiple uses with different periods of peak parking demand, subject to approval by the Building Official. Required residential parking and accessible parking spaces (for persons with disabilities) may not be shared and must be located on site.

#### 6.402.C Methodology

The number of parking spaces required under a shared parking arrangement must be determined in accordance with the following:

1. Multiply the minimum parking required for each individual use, as set forth in Table 6-1 by the percentage identified for each of the 6 designated time periods in Table 6-2.
2. Add the resulting sums for each of the 6 columns.
3. The minimum shared parking requirement is the highest sum among the 6 columns resulting from the above calculations.
4. Select the time period with the highest total parking requirement and use that total as the shared parking requirement.

| Table 6-2: Shared Parking Calculations |                      |                       |                   |                      |                       |                   |
|----------------------------------------|----------------------|-----------------------|-------------------|----------------------|-----------------------|-------------------|
| Land Use                               | Weekday              |                       |                   | Weekend              |                       |                   |
|                                        | Midnight – 7:00 a.m. | 7:00 a.m. – 6:00 p.m. | 6 p.m. – Midnight | Midnight – 7:00 a.m. | 7:00 a.m. – 6:00 p.m. | 6 p.m. – Midnight |
| Office and Industrial                  | 5%                   | 100%                  | 10%               | 0%                   | 60%                   | 5%                |
| Lodging                                | 100%                 | 60%                   | 90%               | 100%                 | 65%                   | 80%               |
| Eating and Drinking                    | 50%                  | 70%                   | 100%              | 45%                  | 70%                   | 100%              |
| Religious Assembly                     | 0%                   | 10%                   | 30%               | 0%                   | 100%                  | 30%               |

| Table 6-2: Shared Parking Calculations |                      |                       |                   |                      |                       |                   |
|----------------------------------------|----------------------|-----------------------|-------------------|----------------------|-----------------------|-------------------|
| Land Use                               | Weekday              |                       |                   | Weekend              |                       |                   |
|                                        | Midnight – 7:00 a.m. | 7:00 a.m. – 6:00 p.m. | 6 p.m. – Midnight | Midnight – 7:00 a.m. | 7:00 a.m. – 6:00 p.m. | 6 p.m. – Midnight |
| Assembly & Entertain.                  | 10%                  | 50%                   | 100%              | 5%                   | 80%                   | 100%              |
| Retail & Comm. Service                 | 5%                   | 70%                   | 90%               | 0%                   | 100%                  | 60%               |

**6.402.D Other uses**

If one or more of the land uses proposing to make use of shared parking arrangement do not conform to the land use classifications in [Table 6-2](#), as determined by the Building Official, then the applicant must submit sufficient data to indicate the principal operating hours of the uses. Based upon this information, the Building Official is authorized to determine the appropriate shared parking requirement, if any, for such uses.

**6.402.E Alternative Methodology**

As an alternative to the shared parking methodology established in §6.402.C, the Building Official is authorized to approve shared parking calculations based on the latest edition of the Urban Land Institute's or the Institute of Transportation Engineer's shared parking model or based on studies prepared by professional transportation Planner or traffic engineer. The shared parking analysis must demonstrate that the peak parking demands of the subject uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses.

**6.402.F Location**

Shared parking may be located on-site or off-site. Off-site parking is subject to the regulations of Sec. [6.602](#).

**6.402.G Shared Parking Agreement**

The owners of uses proposing to make use of shared parking areas to satisfy minimum parking requirements must submit a shared parking agreement, in a form approved by the City Attorney, guaranteeing the long-term availability of the shared parking, commensurate with the use served by the parking. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. If an off-site parking agreement lapses or is no longer valid, then parking must be provided as otherwise required by this article. Shared parking agreements must be recorded in the Walker County's clerk's office.

**6.403 Motorcycle Parking**

In parking lots containing over 20 motor vehicle parking spaces, motorcycle or scooter parking may be substituted for up to 5 automobile parking spaces or 5% of required motor vehicle parking, whichever is less. For every 4 motorcycle or scooter parking spaces provided, the motor vehicle parking requirement is reduced by one space. Each motorcycle and scooter space must have minimum dimensions of 4 feet by 8 feet.

~~Effective on: 2/22/2023~~

## 6.500 USE OF PARKING AREAS

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- 6.501 Required off-street parking facilities may be used only for the temporary parking of licensed passenger motor vehicles by residents, tenants, patrons, employees, or guests of the principal use. Off-street parking spaces required by this Development Code must be maintained for the life of the principal use.
- 6.502 Off-street parking facilities may not be used for the parking of vehicles for the purpose of displaying the same for sale unless the principal use of the property on which the parking facility is located is the business of selling or leasing used or new vehicles. This provision is not intended to prohibit an owner or occupant of residential dwelling unit from selling a personal vehicle.
- 6.503 No vehicle repair or service of any kind shall be permitted in conjunction with off-street parking facilities in a residential district, except for minor repairs or service on vehicles owned by an occupant or resident of the premises.

(Ord. No. 2024-20, 09/03/2024)

Effective on: 9/13/2024

## 6.600 LOCATION

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### 6.601 General

Except as otherwise expressly stated in this Development Code, required off-street parking spaces must be located on the same lot and under the same control as the building or use they are required to serve.

### 6.602 Off-Site Parking

#### 6.602.A When Allowed

All or a portion of required off-street parking for nonresidential use may be provided off-site, in accordance with the regulations of this section.

1. Required accessible parking spaces and parking required for residential uses may not be located off site.
2. No more than 50% percent of the off-street parking spaces required for theaters, bowling alleys, dance halls, nightclubs, restaurants, or similar uses may be located off site.
3. No more than 80% of the off-street parking spaces required for a church, school auditorium or similar use may be located off-site.

#### 6.602.B Location

Off-site parking areas must be located within a 500-foot radius of the use served by such parking, measured between the main entrance of the use to be served and the outer perimeter of the furthest parking space within the off-site parking lot. Off-site parking lots are allowed only in districts that permit the principal use to be served by the off-site parking spaces.

#### 6.602.C Design

Off-site parking areas must comply with all applicable parking area design and landscape regulations of this Development Code.

#### 6.602.D Control of Off-Site Parking Area



The off-site parking area may be under separate ownership from the use to be served by the parking only if an agreement is provided, in a form approved by the City Attorney, guaranteeing the long-term availability of the parking, commensurate with the use served by the parking. Off-site parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. If an off-site parking agreement lapses or is no longer valid, then parking must be provided as otherwise required by this article. Off-site parking agreements must be recorded in the Walker County's clerk's office.

Effective on: 2/22/2023

## 6.700 DESIGN

### 6.701 Surfacing

All required outdoor parking spaces must be properly designed and improved with a compacted stone base and surfaced with asphalt, concrete, or other comparable all-weather, dust-free material approved by the City Planner.

### 6.702 Wheel Stops

In all parking lots containing 5 or more parking spaces, wheel stops must be installed where necessary to prohibit vehicle overhang onto adjacent pedestrian ways or landscape areas.

### 6.703 Driveway Access

See Sec. 6.1100.

### 6.704 Landscaping

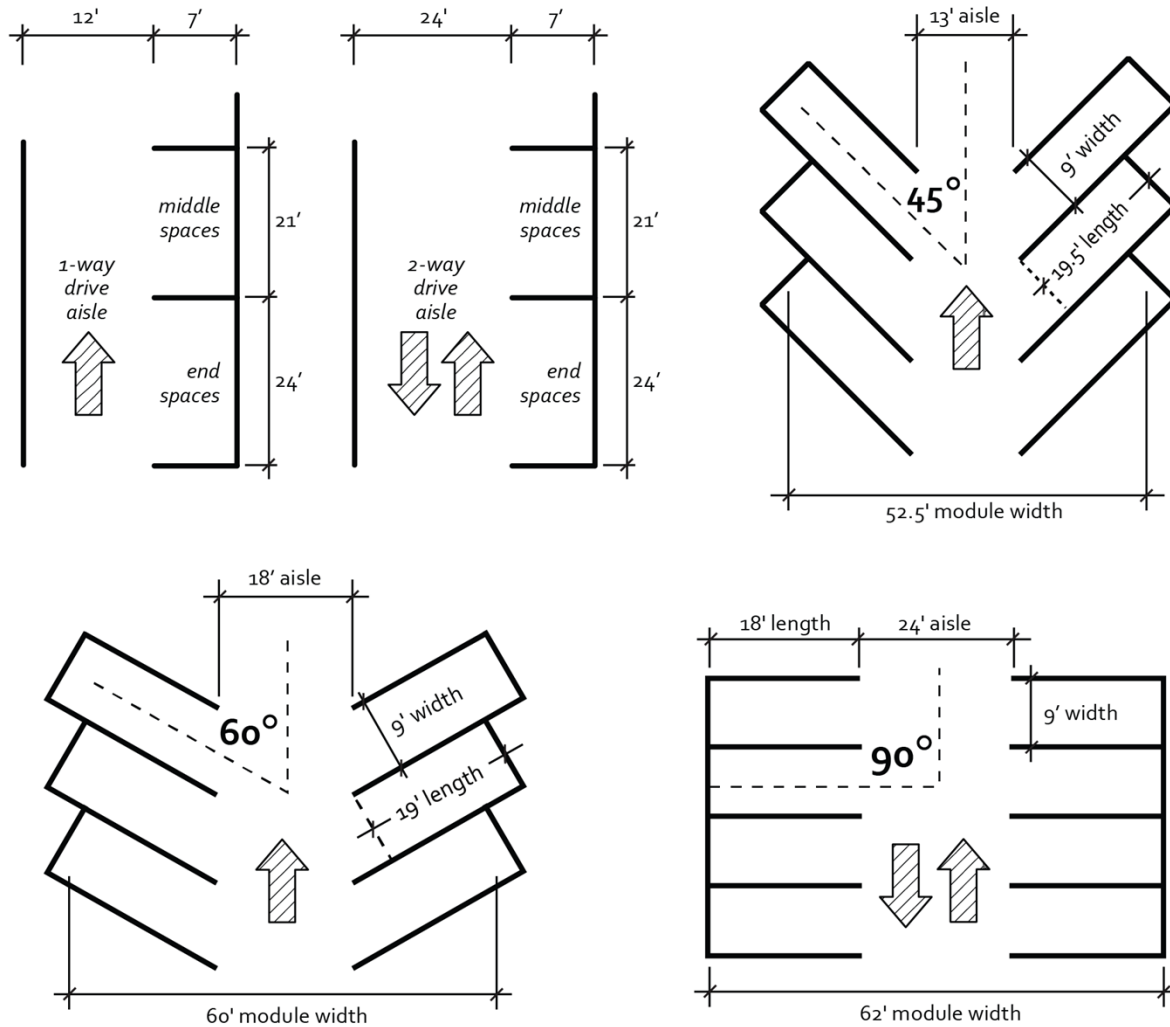
See Article 7.

### 6.705 Stall Sizes and Parking Lot Geometrics

Off-street parking areas must be designed to allow all vehicle maneuvers such as backing, parking and vehicle turning to take place on the lot. The dimensions of parking stalls and drive aisles must comply with the regulations of Table 6-3. Accessible parking spaces (for people with disabilities) are subject to the regulations of Sec. 6.900.

| Table 6-3: Parking Area Dimensions                                                     |                            |      |     |     |
|----------------------------------------------------------------------------------------|----------------------------|------|-----|-----|
|                                                                                        | Angle of Paring            |      |     |     |
|                                                                                        | 0° (Parallel)              | 45°  | 60° | 90° |
| Stall Width (feet)                                                                     | 7                          | 9    | 9   | 9   |
| Stall Length (feet)                                                                    | 21 (middle), 24 (ends)     | 19.5 | 19  | 18  |
| Aisle Width (feet)**                                                                   | 12 (one-way), 24 (two-way) | 13   | 18  | 24  |
| Module Width (feet)                                                                    | NA                         | 52.5 | 60  | 62  |
| Note: Dimensions are measured from the centerline of the stripe delineating the space. |                            |      |     |     |

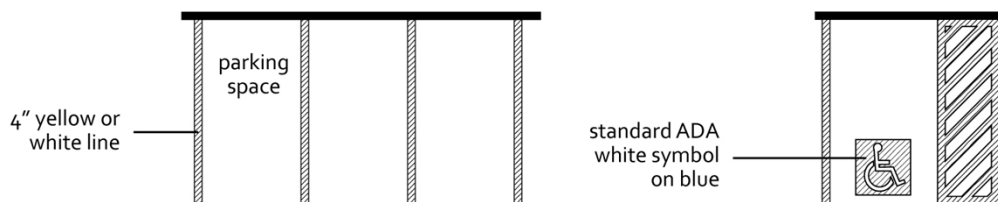
Figure 6-2: Parking Area Layout/Dimensions



#### 6.706 Stripping

In all parking lots containing 5 or more parking spaces, stripping consisting of parallel lines, 4 inches in width must be provided for each parking space. Stripping must be yellow or white. Accessible parking spaces must be painted in accordance with the [Texas Accessibility Standards](#). See Figure 6-3.

Figure 6-3: Parking Lot Markings



#### 6.707 Fire Lane Markings

Fire lanes must be marked in accordance with the fire code.

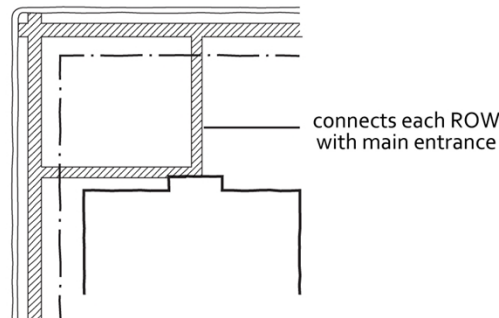
## 6.800 PEDESTRIAN CIRCULATION

An on-site circulation system for pedestrian and non-motorized travel must be provided in accordance with the requirements of this section. These pedestrian circulation requirements do not apply to lots occupied by detached houses, two-unit houses or attached houses.

### 6.801 Connection to the Street

The on-site pedestrian circulation system must connect all adjacent public rights-of-way to the main building entrance. The connection must follow a direct route and not involve significant out-of-direction travel for system users. See Figure 6-4.

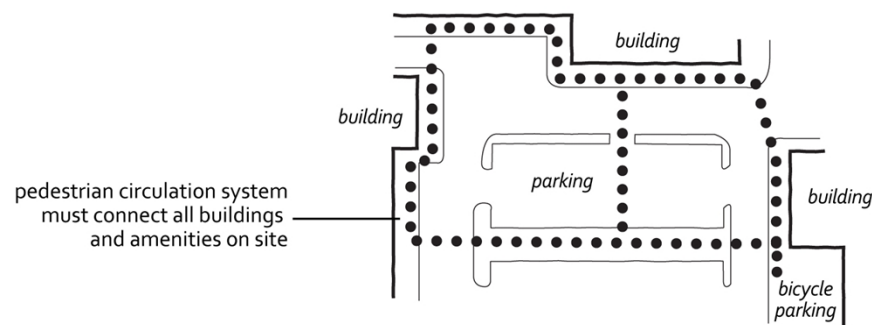
**Figure 6-4: Connecting Building Entrances to Street**



### 6.802 Internal Connections

The on-site pedestrian circulation system must connect all buildings on the site and provide connections to other areas of the site likely to be used by pedestrians and non-motorized travel, such as parking areas, bicycle parking, recreation areas, plazas and similar amenity features. See Figure 6-5.

**Figure 6-5: Internal Site Connections**



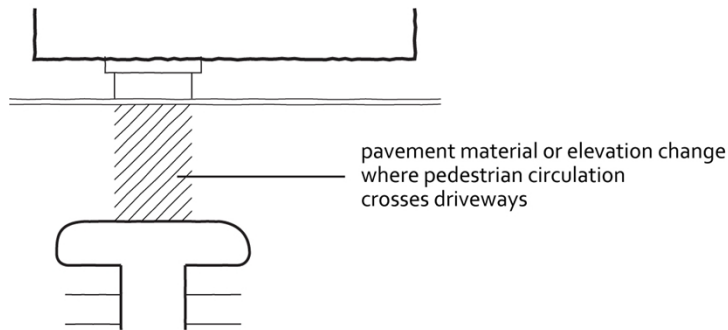
### 6.803 Design

Required on-site pedestrian circulation facilities must be designed and constructed in accordance with the following requirements:

- 6.803.A The on-site pedestrian circulation system must be hard-surfaced, with a dust-free material and be at least 5 feet in width.
- 6.803.B When the on-site pedestrian circulation system crosses driveways, parking areas or loading areas, it must be clearly differentiated through the use of

elevation changes, a different paving material or other equally effective methods. Striping does not meet this requirement. See Figure 6-6.

**Figure 6-6: Driveway Crossing**



- 6.803.C When the on-site pedestrian circulation system is parallel and adjacent to a motor vehicle travel lane, it must be a raised path at least 6 inches above the vehicle travel lane surface or be separated from the vehicle travel lane by a raised curb, bollards, landscaping or another physical barrier. If a raised path is used, the ends of the raised portions must be equipped with accessible curb ramps.
- 6.803.D The on-site pedestrian circulation system must be illuminated to ensure that it can be used safely at night by employees, residents, and customers. Lighting must be at a height appropriate for a pedestrian pathway system.

Effective on: 2/22/2023

## 6.900 ACCESSIBLE PARKING FOR PEOPLE WITH DISABILITIES

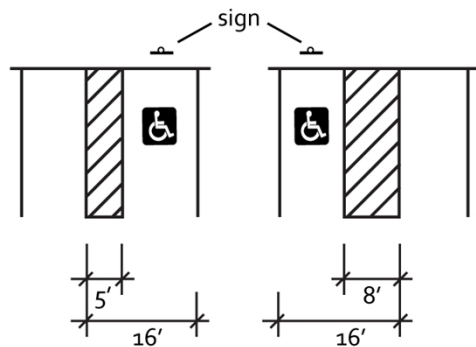
- 6.901 The number, location and design of accessible parking spaces for people with disabilities must be provided in accordance with this section and the [Texas Accessibility Standards](#).
- 6.902 Accessible spaces must be provided in accordance with Table 6-4.

| Table 6-4: Minimum Accessible Parking Space Ratios |                                    |
|----------------------------------------------------|------------------------------------|
| Total Off-Street Parking Spaces Provided           | Accessible Parking Spaces Required |
| 1 to 25                                            | 1                                  |
| 26 to 50                                           | 2                                  |
| 51 to 75                                           | 3                                  |
| 76 to 100                                          | 4                                  |
| 101 to 150                                         | 5                                  |
| 151 to 200                                         | 6                                  |
| 201 to 300                                         | 7                                  |
| 301 to 400                                         | 8                                  |
| 401 to 500                                         | 9                                  |
| 501 to 1,000                                       | 2% of total                        |
| over 1,000                                         | 20 plus 1 for each 100 over 1,000  |

- 6.903 Accessible parking spaces count towards the total number of parking spaces required.
- 6.904 Each accessible parking space, except on-street spaces, must be at least 16 feet in width, with either an 8-foot or 5-foot wide diagonally striped access aisle. The access aisle may

be located on either side of the vehicle portion of the accessible space. Abutting accessible parking spaces may not share a common access aisle. See Figure 6-7.

**Figure 6-7: Accessible Parking Spaces**



- 6.905 Accessible parking spaces and accessible passenger loading zones that serve a particular building must be the spaces or zones located closest to the nearest accessible entrance on an accessible route. In separate parking structures or lots that do not serve a particular building, parking spaces for disabled persons must be located on the shortest possible circulation route to an accessible pedestrian entrance of the parking facility.
- 6.906 The regulations of this section apply to required spaces and to spaces that are voluntarily designated for accessible parking.

## 6.1000 DRIVE-THROUGH FACILITIES

### 6.1001 Purpose

These regulations of this section are intended to help ensure that:

- 6.1004.A There is adequate on-site maneuvering and circulation area for vehicles and pedestrians;
- 6.1004.B Vehicles awaiting service do not impede traffic on abutting streets; and
- 6.1004.C Impacts on surrounding uses are minimized.

### 6.1002 Applicability

The regulations apply to new developments, the addition of drive-through facilities to existing developments and the relocation of existing drive-through facilities.

### 6.1003 Stacking Spaces Required

Stacking lanes must be provided in accordance with the minimum requirements of Table 6-5.

| Table 6-5: Stacking Space Requirements |                                                                          |
|----------------------------------------|--------------------------------------------------------------------------|
| Use                                    | Minimum Number of Stacking Spaces Required                               |
| Bank/financial institution             | 4 spaces per drive-through lane                                          |
| Car wash                               | 2 spaces per approach lane, plus 2 drying spaces at end of bay           |
| Vehicle repair/maintenance             | 2 per service bay                                                        |
| Gasoline pump                          | 2 spaces per pump per side                                               |
| Restaurant                             | 6 total spaces, with at least 3 spaces between order and pick-up station |
| Other                                  | 3 spaces per lane, ordering station or machine                           |

6.1004 **Stacking Lane Dimensions, Design and Layout**

6.1004.A Stacking lanes must be designed so that they do not interfere with parking movements or safe pedestrian circulation. Stacking lanes must have a minimum width of 9 feet.

6.1004.B All stacking lanes must be clearly identified, through such means as striping, landscaping, pavement design, curbing and/or signs.

6.1005 **Setbacks**

Stacking lanes must be set back at least 50 feet from any abutting RU, LR, and MR districts.

6.1006 **Noise**

Sound attenuation walls, landscaping or other mitigation measures must be provided to ensure that drive-through facilities will not have adverse noise-related impacts on nearby residential uses.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 6.1100 DRIVEWAYS

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6.1101 **Applicability**

All new, expanded, upgraded and reconstructed driveways are subject to the regulations of this section

6.1102 **Street Access**

Driveways are allowed to take access only to streets where full street improvements exist and are maintained as public streets by the City, provided that low-volume (residential) driveways may take access to public lanes, alleys or other accepted public access facilities in existence before June 10, 1986.

6.1103 **Permits Required**

No driveway may be constructed, expanded, upgraded or reconstructed until a driveway permit is obtained from the Building Official.

6.1104 **Driveway Location**

The location of driveways is based on many factors, including the location of individual property lines and available street frontage, requirements of internal site design, the number of vehicles expected to use the driveways, and traffic safety. Generally, the farther from an intersection that a driveway can be located, the less it will affect traffic safety, through traffic and the less delay it will cause to vehicles using the driveway.

6.1105.A All driveways must be located so as not to interfere with pedestrian crosswalks and to safely accommodate non-motorized traffic.

6.1105.B Low-volume (residential) driveway approaches must be located entirely within the frontage of the lot and set back at least 3 feet from any side property line, except as allowed by §6.1105.B.

6.1105.C High-volume driveway approaches must be located entirely within the frontage of the lot and set back at least 10 feet from any side property line. This location restriction does not apply to joint-access driveways governed by a permanent joint-access agreement among the respective property owners either through platting or a mutual access easement.



6.1105.D The location of other driveways on the opposite side of the street must be taken into consideration when locating a proposed driveway. Whenever possible, driveways on opposite sides of the street must be aligned to reduce adverse effects on through traffic and to optimize efficiencies of the driveway. Driveways directly opposite each other are preferable to staggered driveways. Where it is not possible to place driveways directly opposite each other, a driveway must be placed so that adequate left-turn storage capacity is provided ahead of each driveway to avoid the overlap of left-turn movements.

6.1105.E Driveways must be set back at least 3 feet from any obstruction, such as a street light or utility pole, fire hydrant, traffic signal controller, telephone junction box, etc

#### 6.1105 Number of Driveways per Lot

6.1105.A The maximum number of driveways per lot may not exceed the limits established in Table 6-6, except as stated in §6.1105.B.

| Table 6-6: Maximum Number of Driveways per Lot <sup>1</sup> |                        |                           |
|-------------------------------------------------------------|------------------------|---------------------------|
| Street Type                                                 | Street Frontage (feet) | Permitted Driveways       |
| Local                                                       | < 100                  | 1                         |
|                                                             | 101–200                | 2                         |
|                                                             | Over 200               | 1 per additional 100 feet |
| Collector                                                   | < 100                  | 1                         |
|                                                             | 100–250                | 2                         |
|                                                             | Over 250               | 1 per additional 200 feet |
| Arterial                                                    | < 100                  | 1                         |
|                                                             | 100–300                | 2                         |
|                                                             | Over 300               | 1 per additional 300 feet |

<sup>1</sup> Exception: Residential circle drives are considered one driveway.

6.1105.B When the owners of abutting lots agree to permanently combine driveway access points, the total street frontage required will be reduced by 15% for each lot. In addition, if the agreement also includes a shared parking agreement, the required number of parking spaces may be reduced by 15% for each development.

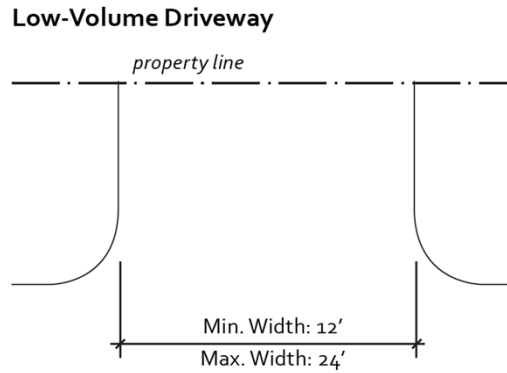
#### 6.1102 Driveway Design and Construction

##### 6.1106.A Width

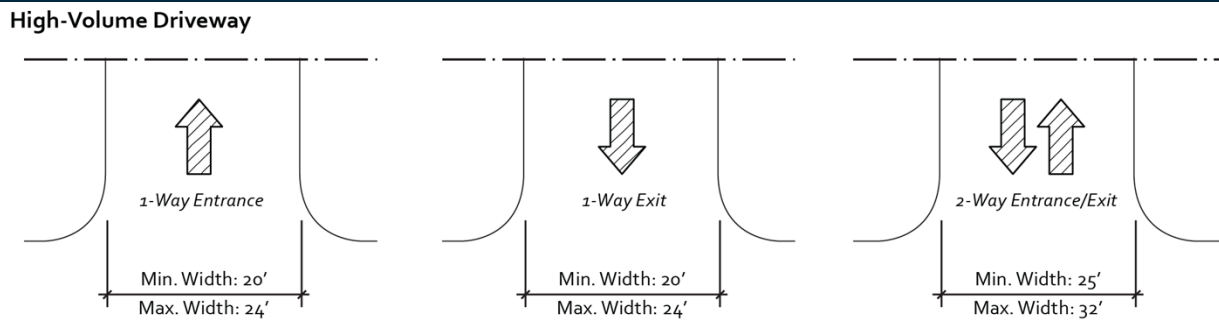
Driveway entrance widths must be designed and constructed to accommodate all vehicle types that will be entering the lot, including delivery vehicles. Minimum and maximum driveways widths are established in Table 6-7.

| Table 6-7: Driveway Widths |                      |                       |            |                     |
|----------------------------|----------------------|-----------------------|------------|---------------------|
|                            | Low-Volume Driveways | High-Volume Driveways |            |                     |
|                            |                      | 1-way Entrance        | 1-way Exit | 2-way entrance/exit |
| Minimum Width (feet)       | 12                   | 20                    | 20         | 25                  |
| Maximum Width (feet)       | 24                   | 24                    | 24         | 38                  |

**Figure 6-8: Low-volume Driveway Width**



**Figure 6-9: High-volume Driveway Width**

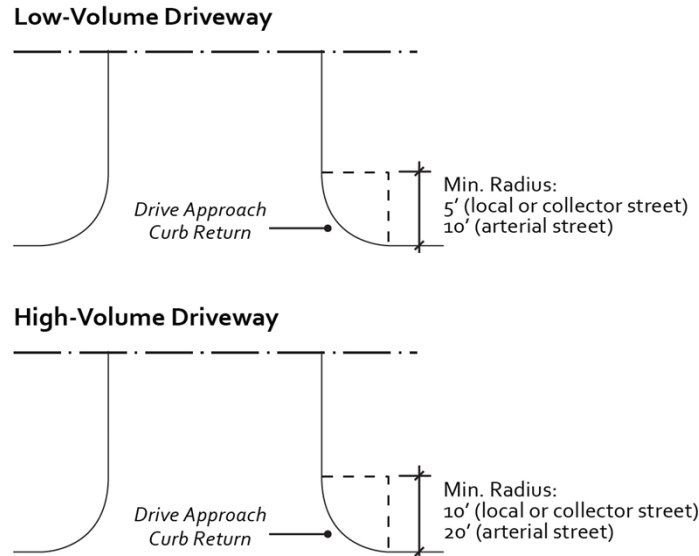


#### 6.1106.B Curb Return Radii

Driveway curb return radii must be designed and constructed according to the type of driveway and the classification of street, as established in Table 6-8.

| Table 6-8: Driveway Curb Return Radii |                            |                             |
|---------------------------------------|----------------------------|-----------------------------|
| Street Classification                 | Low-Volume Driveway (feet) | High-Volume Driveway (feet) |
| Local                                 | 5                          | 10                          |
| Collector                             | 5                          | 10                          |
| Arterial                              | 10                         | 20                          |

**Figure 6-10: Driveway Curb Returns**



**6.1106.C Deceleration Lanes**

Tapered or channelized deceleration lanes for vehicles turning right into high-volume or intersection type driveways may be required on arterial streets. Where such lanes are deemed necessary by the City Engineer, additional right-of-way may also be required.

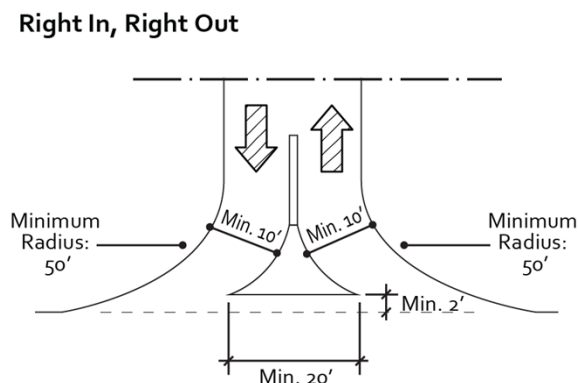
**6.1106.D One-Way Driveways Encouraged**

The use of one-way driveways, supported by an appropriate internal circulation system, is encouraged so that entrances and exits can be separate driveways. This will promote smoother traffic flow into and out of the driveways and reduce traffic congestion in through lanes on the street.

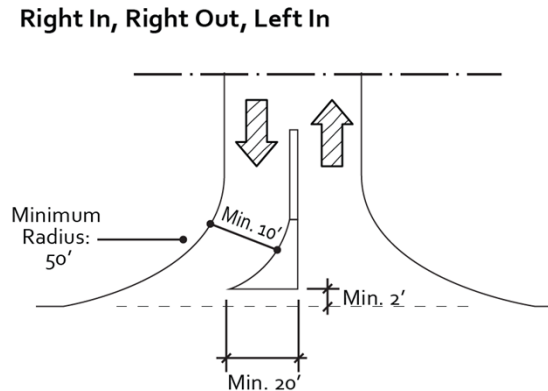
**6.1106.E Special Designs**

When deemed necessary for the safe and efficient movement of traffic, the City Engineer is authorized to require that special design techniques be employed to restrict or limit turning movements into or out of a driveway.

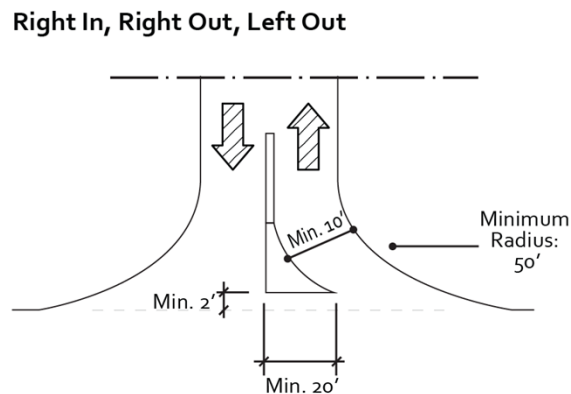
**Figure 6-11: Right-in, Right-out Driveway Design**



**Figure 6-12: Right-in, Right-out, Left-in Driveway Design**



**Figure 6-13: Right-in, Right-out, Left-out Driveway Design**



**6.1106.F Fueling Stations**

Sites that include fuel pumps parallel to the street are subject to the following additional regulations:

1. A minimum corner clearance of 35 feet is required, as measured from the point of intersecting right-of-way lines to the point of tangency of the curb return radii leading to the driveway approach. The point of tangency of the curblane corner radius and that of the curb return radius of the driveway approach is not compounded.
2. The spacing between driveway approaches within the same property lines must be at least 25 feet of tangent curb length.
3. A distance between the fuel pump, island and the right-of-way or property line must be at least 25 feet.

**6.1107 Spacing of High-Volume Driveways**

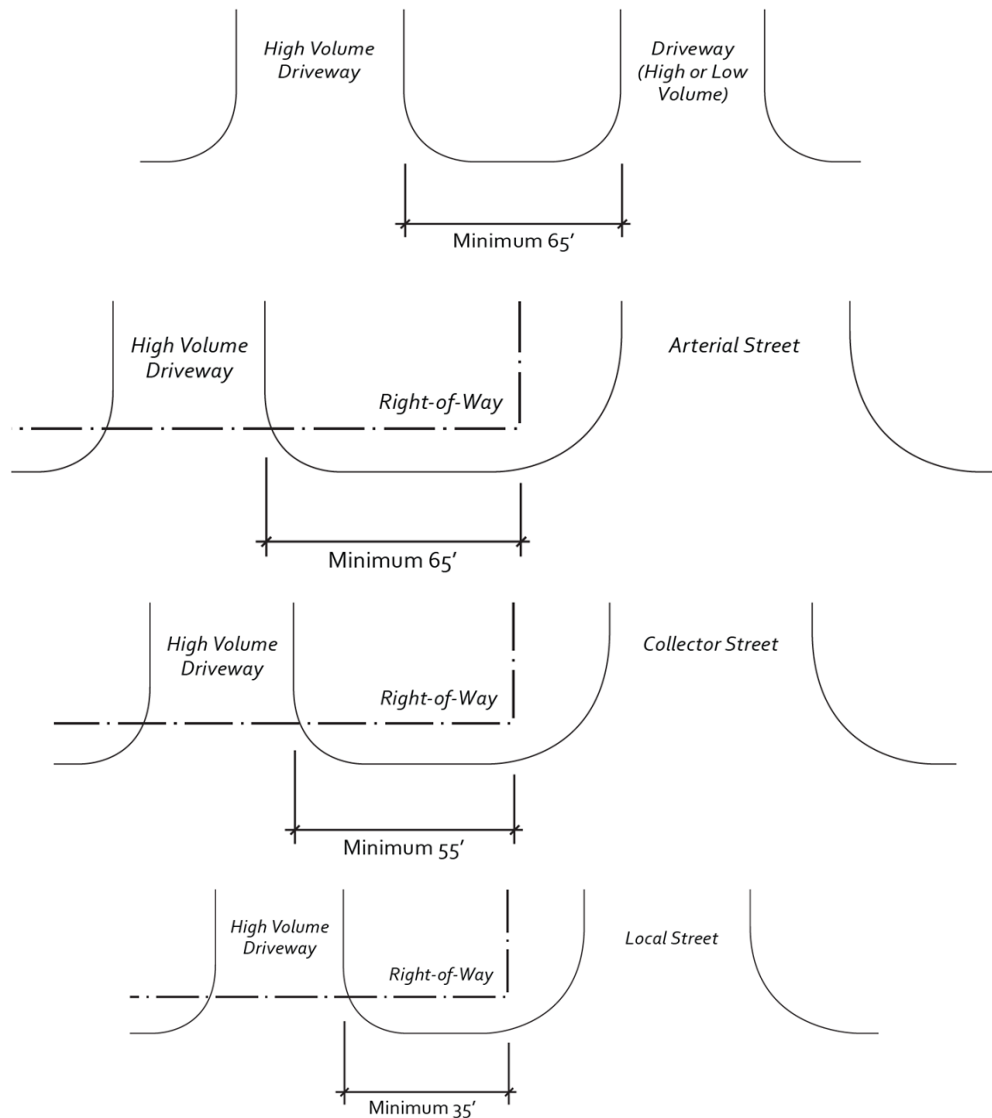
**6.1107.A** High-volume driveways must be separated from other (high-volume and low-volume) driveways by a minimum distance of 20 feet.

**6.1107.B** High-volume driveways must be separated from intersecting street rights-of-way in accordance with the following minimum requirements:

1. Driveway spacing from intersecting arterial street ROW: 65 feet
2. Driveway spacing from intersecting collector street ROW: 55 feet

### 3. Driveway spacing from intersecting local street ROW: 35 feet

**Figure 6-14: Required Spacing of High-volume Driveways**



#### 6.1108 Sight Distance Requirements

Driveways must comply with the intersection sight distance requirements of §10.407.D.

#### 6.1109 Additional Safety-related Access Restrictions

The City Engineer is authorized to restrict or prohibit access to public streets when any of the conditions described below compromise the safety or mobility of motorized or nonmotorized travelers.

##### 6.1110.A Backing Maneuvers

Access may be denied for parking or loading areas that require backing maneuvers in a public street right-of-way except for detached houses or two-unit houses on local streets.

##### 6.1110.B Signalized Intersections

Access drives within the area of intersection of public streets where traffic signals are installed, or are anticipated to be installed in the future are prohibited.

6.1110.C **Provision of Access**

If a lot has frontage on more than one street, access will be allowed only on those street frontages where driveway regulations can be met. If a lot cannot be served by any access point meeting these regulations, the City Engineer is authorized to designate an allowed access based on traffic safety, operational needs and conformance to as many of the applicable driveway requirements as possible.

6.1110.D **State Highway Access**

Driveways openings on to state highways require approval of the Texas Department of Transportation.

6.11010 **Driveway Construction**

The portion of the driveway approach within the street right-of-way must be paved with concrete or asphalt, as follows:

6.1110.A **Apartment/Condo, Commercial, or Industrial**

All pavement must be concrete.

6.1110.B **Residential (other than Apartment/Condo)**

All driveway pavement abutting curb and gutter streets must be concrete. Driveway pavement abutting on non-curb and guttered streets may be concrete or asphalt or may be addressed as follows:

6.1110.C Property owners developing apartment/condo, commercial or industrial driveways located on non-curbed and guttered streets are responsible for all culvert installations.

6.1110.D Residential driveways taking access to non-curbed and guttered streets within the City limits will be provided culverts by the City. The City will charge the property owner its actual material and installation costs.

6.11011 **Maintenance of Driveway Approaches**

For driveway approaches and associated appurtenances used for ingress and/or egress to the property abutting, it is the duty of the subject property owner to maintain the driveway approach and associated appurtenances in accordance with City standards and specifications.

(Ord. No. 2024-20, 09/03/2024)

Effective on: 9/13/2024

## 6.1200 LOADING

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Any use that regularly receives or distributes materials or merchandise by truck must provide off-street loading spaces in accordance with the regulations of this section.

6.1201 **Minimum Ratios**

Off-street loading spaces must be provided in accordance with Table 6-9.



| Table 6-9: Off-street Loading Requirements                     |                                 |
|----------------------------------------------------------------|---------------------------------|
| Use Type                                                       | Minimum Loading Spaces Required |
| <b>Public, Civic, Institutional, Commercial and Industrial</b> |                                 |
| Under 25,000 square feet                                       | None                            |
| 25,000–49,999 square feet                                      | 1 space                         |
| 50,000+                                                        | 1 space per 50,000 square       |

6.1202 **Design and Location**

- 6.1202.A Off-street loading spaces must be at least 12 feet in width and 35 feet in length unless off-street loading will involve the use of vehicles in excess of 35 feet in length, in which case the minimum size of a loading space is 12 feet by 55 feet. All loading spaces must have a minimum vertical clearance of 14 feet.
- 6.1202.B All loading spaces must include sufficient maneuvering space to prevent interference with pedestrian or vehicular circulation on the subject site and on public streets and sidewalks, as determined by the City Engineer.
- 6.1202.C All loading spaces must be located on the subject lot, provided that the City Planner is authorized to approve central off-street loading spaces for a group of contiguous lots as a substitute for loading berths on individual lots if the following conditions are met:
1. Each lot served must have direct access to the central loading area without at-grade crossings streets or alleys; and
  2. No lot served may be more than 500 feet from the central loading area.
- 6.1202.D All loading spaces for semi-tractor trailer combinations must be set back at least 50 feet from all residential districts. Loading spaces may be located within 50 feet of a residential district if completely enclosed by a solid wall at least 6 feet in height.
- 6.1202.E All off-street loading areas must be properly designed and improved with a compacted stone base and an all-weather, dust-free surface, generally asphalt or concrete.
- 6.1202.F Plans for the location, design and construction of all loading areas are subject to approval by the City Planner.
- 6.1202.G Loading spaces may not be used to satisfy off-street parking requirements or for the conduct of vehicle repair or service work of any kind.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## ARTICLE 7 LANDSCAPING AND BUFFERS

### Contents:

#### 7.100 General

#### 7.200 Minimum Landscaping

#### 7.300 Distribution of Required Landscaping

#### 7.400 Credits and Incentives

#### 7.500 Buffers

#### 7.600 Garbage and Recycling Dumpsters

#### 7.700 Landscape Planting Areas and Maintenance Requirements

#### 7.800 Trees in Public Rights-of-way

#### 7.900 Tree Preservation

#### 7.1000 Inspections, Permits, and Fees

#### 7.1100 Regulations and Restrictions

#### 7.1200 Development Standards

#### 7.1300 Enforcement for Violations

### 7.100 GENERAL

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#### 7.101 Purpose

The landscaping and buffer regulations of this article establish minimum requirements for landscaping and screening. The regulations are intended to advance the general purposes of this Development Code and to help:

- 7.102.A Maintain and enhance the City's appearance;
- 7.102.B Mitigate possible adverse impacts of higher intensity land uses that are established near lower intensity land uses;
- 7.102.C Reduce the impacts of noise and glare.
- 7.102.D Maintain and improve air quality;
- 7.102.E Protect water quality and reduce the negative impacts of stormwater runoff by reducing impervious surface area and providing vegetated areas that filter and retain greater amounts of stormwater on site;
- 7.102.F Moderate heat by providing shade;
- 7.102.G Ensure wise use of water resources; and
- 7.102.H Encourage preservation of existing trees and landscaping.

#### 7.102 General Exemption

The following are exempt from the landscaping and screening regulations of this article:

- 7.102.A Agricultural uses;
- 7.102.B Public parks and open spaces;
- 7.102.C Detached houses and duplexes, except that the Residential Planting Requirements of Sec. 7.305 shall be provided for; and
- 7.102.D Lots within the Downtown (D) zoning district.

## 7.200 MINIMUM LANDSCAPING

### 7.201 New Buildings and Developments

Minimum landscaping requirements for new buildings and developments are as follows:

- 7.201.A In the MU zoning district, at least 10% percent of the total lot area must be devoted to landscape development.
- 7.201.B In the PI zoning districts, at least 10% of the total lot area must be devoted to landscape development.
- 7.201.C In the IN zoning district, at least 5% of the total lot area must be devoted to landscape development.
- 7.201.D In all other zoning districts, no landscape development must be provided.
- 7.201.E ~~At least 18 diameter inches of canopy trees must be provided per acre of total lot area.~~

*Commentary: The size of existing (planted) trees is measured as "diameter at breast height (DBH)". "Caliper" size is used to measure trees to be planted.*

- 7.201.F Non-canopy trees and shrubs must be provided in at least 10% of the required landscape development.

### 7.202 Additions to Existing Buildings and Developments

- 7.202.A When an existing building or development is expanded to include additional floor area, landscaping must be provided in proportion to the amount of expansion, as follows:

$$\frac{\text{(gross floor area new)}}{\text{(gross floor area new + existing)}} \times \begin{array}{l} \text{landscaping required for} \\ \text{new buildings and} \\ \text{developments per Sec.} \\ 7.201 \end{array} = \begin{array}{l} \text{landscaping required for expansion} \\ \text{of existing building/development} \end{array}$$

### 7.202

- 7.202.B Nothing in this article is to be construed as requiring an owner that expands an existing building to landscape more than 10% percent of the site.

~~(Ord. No. 2024-20, 09/03/2024)~~

Effective on: ~~9/13/2024~~

## 7.300 DISTRIBUTION OF REQUIRED LANDSCAPING

Landscaping required under Sec. 7.200 must be distributed in accordance with the requirements of this section.

### 7.301 Adjacent to Building

- 7.301.A The minimum amount of landscape development that must be provided adjacent to buildings is calculated as follows:

$$\frac{\text{Building area (sq. ft.)}}{\text{Lot area (sq. ft.)}} \times \begin{array}{l} 10\% \text{ of lot} \\ \text{area} \end{array} = \begin{array}{l} \text{Minimum landscape development adjacent to} \\ \text{building} \end{array}$$

7.301.B Landscaping required adjacent to buildings must be located between the street-facing building façade and the abutting street right-of-way and within 50 feet of the street-facing building façade.

7.302 **Parking Lots (Perimeter and Interior)**

The minimum amount of landscape development that must be provided within (interior) and around (perimeter) off-street parking lot is calculated as follows:

$$\frac{\text{Parking lot area (sq. ft.)}}{\text{Lot area (sq. ft.)}} \times 20\% \text{ of lot area} = \text{Minimum required landscape development interior to parking area}$$

7.303 **Other Areas**

After satisfying the minimum requirements for areas adjacent to buildings and within and around parking lots, the remaining landscaping requirements must be dispersed in remaining areas of development.

7.304 **Waivers for Tree Preservation**

In order to preserve existing trees, the City Planner is authorized to waive the landscape development distribution requirements for up to 50% of the canopy trees required by §7.201.B, provided that the planting and tree protection areas comply with Sec. 7.402.

7.305 **Residential Planting Requirements**

The minimum planting requirement for new single-family dwellings, Duplexes and Townhouses is two (2) Protected Trees per residential unit, one of which must be located in the front setback of the lot.

Effective on: 2/22/2023

or may be counted towards tree mitigation credits, in accordance with this Article 7 and Appendix 4.

## 7.400 CREDITS AND INCENTIVES

7.401 **Landscape Development within Setbacks**

Landscape development provided within street setback areas are given double credit towards meeting the minimum landscaping requirements of Sec. 7.200.

7.402 **Preservation of Existing Trees**

The City Planner is authorized to reduce the minimum landscaping requirements of Sec. 7.200 to 7.5% in accordance with the following tree preservation and credit provisions:

7.403.A Existing trees are given credit against minimum landscaping requirements, as follows:

1. For preservation of existing trees with a diameter at breast height of 12 inches or more, each diameter inch of preserved tree may be credited as 20 square feet of landscaped development.
2. For preservation of existing trees with a diameter at breast height of more than 3 inches but less than 12 inches, each diameter inch of preserved tree may be credited as 10 square feet of landscaped development.
3. Trees with a diameter at breast height of 3 inches or less may be counted towards satisfying tree planting requirements but are not given additional credit towards satisfying landscaped development requirements.

7.403.B The tree preservation credits of this section are in addition to the planting area in which the tree is contained, provided that:

or may be counted towards tree mitigation credits, in accordance with this Article 7 and Appendix 4.

1. No tree may be given credit unless it is in a planting area whose least dimension is the radius of the crown spread of the tree measured from the trunk center, unless a landscape architect or arborist certifies in writing that the proposed planting area is sufficient to ensure the tree's long-term health.
2. Any tree credits given must be revoked and disallowed if, during development and construction, the owner, contractor or any of their agents or employees, place solvent, materials, construction machinery, or temporary soil deposits within 6 feet, or the radius of the subject tree's crown spread, whichever is greater.

7.403 **Landscaping in Lieu of Off-Street Parking**

- 7.403.A The City Planner is authorized to reduce minimum off-street parking requirements by up to 10% or 1 space, whichever is greater, in order to accommodate minimum parking lot landscaping requirements.
- 7.403.B The City Planner is also authorized to reduce minimum off-street parking requirements by up to 10% or 1 space, whichever is greater, for developments that exceed minimum landscaping requirements, provided that at least one additional 3-inch caliper tree is provided for every parking space eliminated.

## 7.500 BUFFERS

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7.501 **Purpose**

Buffers are intended to mitigate the possible adverse effects (e.g., noise, lighting, and other site-related and operational impacts) that can occur when higher intensity development occurs abutting low-density, detached house residential areas.

7.502 **Applicability**

- 7.504.A Buffers are required when any nonresidential development occurs on parcels that abut RU, LR, and MR zoning districts or lots occupied by detached houses.
- 7.504.B Buffers are required when any apartment/condo or group living use is developed on lots that abut an RU, LR, and MR district or a lot occupied by detached houses.
- 7.504.C The buffer requirements of this section are triggered when new development occurs or when existing uses or buildings are expanded by more than 10% of their existing gross floor area.

7.503 **Standards**

7.504.A **Location**

Removal of existing vegetative buffers adjacent to lots occupied by detached homes is prohibited. A minimum of ten feet (10') of existing vegetative buffer must be retained.

Buffers must be provided along the entire property line that abuts the RU, LR, and MR district or lot occupied by a detached house. Buffers may not be located on any existing, dedicated, or reserved public or private street or right-of-way.

7.504.B **Options**

Either of the following options may be used to satisfy the buffer requirements of this section:

1. **Landscape Buffer**

Provide a landscape development area at least 8 feet in width with at least 3 evergreen shrubs per 10 linear feet of buffer area, plus at least one tree per 30 linear feet of buffer area. Required shrubs must be at least 18 inches in height upon planting and at least 4 feet in height at maturity. Required trees must be at least 10 feet in height at maturity.

2. **Fence or Wall**

Provide a 6-foot solid wall or fence along the property line and at least one tree per 30 linear feet of fence or wall. Required trees and landscaping must be placed inside the fence or wall.

7.504 **Use of Buffers**

7.504.A Required buffers may be used for nonmotorized trails and passive recreation uses, provided that:

1. No plant material is eliminated.
2. The total width of the buffer is maintained.
3. All other regulations of the Code are met.

7.504.B With written permission of the City, a required buffer may include a stormwater detention area.

7.504.C Buffers may not be used for any of the following: playfields, stables, swimming pools, tennis courts, or similar active recreation uses.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## **7.600 GARBAGE AND RECYCLING DUMPSTERS**

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Garbage and recycling dumpsters must be placed on concrete pads and be screened from view of streets and all abutting parcels with a solid fence or wall at least 6 feet in height. Dumpster locations and designs must comply with all applicable Solid Waste Services Division requirements and be indicated on required site plans.

## **7.700 LANDSCAPE PLANTING AREAS AND MAINTENANCE REQUIREMENTS**

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The planting area and maintenance requirements of this section apply to all required buffers and landscape areas.

7.701 Required trees must be located in a planting area sufficient for growth, maintenance and irrigation.

7.702 All trees within or near parking areas and driveways must be protected from damage by vehicles by a curb, wheel stop or other City-approved barrier.

7.703 Required landscaping must be irrigated by an irrigation or sprinkler system or be located within 150 feet of a hose connection.

7.704 The developer must maintain and protect landscaped areas and must replace any diseased, dying or dead landscaping within 45 days after receiving notification from the City. Extensions of this replacement period may be allowed based upon seasonal



considerations. Replacement plantings must equal or exceed the size and quality of plantings being replaced.

## 7.800 TREES IN PUBLIC RIGHTS-OF-WAY

A person commits an offense if he removes or destroys a tree in the street right-of-way or in any public place without first obtaining a permit from the City Manager.

Effective on: 2/22/2023

Appendix 4 is incorporated by reference to this Section 7.901 as if fully set forth herein.

that in removing or destroying such tree violates the restrictions imposed in this Article 7 and Appendix 4.

Planned Development District

## 7.900 TREE PRESERVATION

### 7.901 Purpose

The purpose of this section is to establish rules and regulations governing the protection of trees within the City of Huntsville, to encourage the protection of native, healthy and desirable trees and to provide for the replacement and replanting of trees that are removed from developed or undeveloped property, or are necessarily removed during construction, development, or redevelopment. This Tree Preservation Criteria may be used as credit to comply with the Landscaping and Buffer requirements of Article 7.100.

### 7.902 Applicability

The terms and provisions of this section shall apply to real property as follows:

7.902.A All real property upon which any designated protected tree is located.

7.902.B All vacant and undeveloped property.

7.902.C All property to be redeveloped, including additions and alterations.

7.902.D The yard areas of all developed property, excluding owner-occupied single-family residential property; rental properties are not excluded and are specifically subject to the provisions of this section.

7.902.E All easements and rights-of-way except those included in a plat approved by the City Planning Commission shall meet the terms and provisions of this section. Protected trees located within platted rights-of-way, easements and buildable areas need not be included in calculated replacement plans.

7.902.F City of Huntsville Officials may require the removal of nuisance trees that can have an adverse effect on other trees or structures, either on public or private properties, by requiring their removal.

Effective on: 2/22/2023

## 7.1000 INSPECTIONS, PERMITS, AND FEES

### 7.1001 Tree Removal Permit Required

A tree removal permit shall be required when protected trees are to be removed from a site. No person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging, any protected tree situated on property described above without first obtaining a tree removal permit from the city.

### 7.1002 Protected Tree Removal Permit

~~Permits for removal or replacement of protected trees covered herein shall be obtained by making application on a form prescribed by the city and submitted to the Development Services Department. The application shall be accompanied by a Tree Survey/Inventory showing the exact location, caliper size, height, and common name of all protected trees to be removed, excluding those in the buildable area. The application shall also be accompanied by a written document indicating the reasons for removal or replacement of protected trees and two copies of a Tree Survey/Inventory plan drawn to the largest practicable scale indicating the following:~~

- ~~1. Location of all existing or proposed structures, improvements such as streets, alleyways, etc. and site uses, properly dimensioned and referenced to property lines, setback and yard requirements and special relationships.~~
- ~~2. Date, scale, north point, and vicinity map.~~
- ~~3. Location of existing and proposed public utility easements, public access easements and drainage easements on the lot.~~
- ~~4. Location and dimensions of visibility triangles on the lot.~~
- ~~5. Location of all protected trees on the site to remain that are three-inch caliper or greater when measured at a point 4½ feet above the ground level. Protected trees to remain shall be designated by a circle.~~
- ~~6. Location of all protected trees on the site to be removed that are three-inch caliper or greater when measured at point 4½ feet above the ground level. Protected trees to be removed shall be designated by a triangle.~~
- ~~7. Tree information required above shall be summarized in legend form on the plan and shall include the reason for the proposed removal.~~
- ~~8. Protected tree replacement plan: The plan shall exhibit the location of protected trees proposed to be replaced and include a legend indicating the species, caliper size and height of proposed tree replacement. Replacement trees shall be designated by a square~~

#### ~~7.1003~~ **Tree protection plan**

~~The plan shall describe how existing healthy protected trees proposed to be retained will be protected from damage during construction.~~

#### ~~7.1004~~ **Application review**

~~Upon receipt of a complete application, Development Services staff shall review the applications for compliance with this section; said review may include a field inspection of the site, and the application may be referred to such departments as deemed appropriate for review and recommendations. Following the review and inspection, the permit applications will be approved, disapproved, or approved with conditions by Development Services staff as appropriate.~~

(Ord. No. ~~2024-20~~, 09/03/2024)

Effective on: 9/13/2024

## **~~7.1100 REGULATIONS AND RESTRICTIONS~~**

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### ~~7.11001~~ **Protected Tree Removal**

~~No protected tree or trees shall be removed prior to issuance of a tree removal permit unless one of the following conditions exist:~~

- ~~1. The protected tree is located in a public utility easement, public access easement or public street right of way as recorded on a plat initially approved by the Planning Commission.~~  
~~In the event that certain protected trees outside the above areas or protected trees located partially outside the easement are requested to be removed to allow the operation of equipment, the applicant shall submit a site plan which indicates the exact operation area needed.~~
  - ~~2. The protected tree is diseased, injured, in danger of falling, interferes with utility service, creates unsafe vision clearance, or conflicts with other ordinances or regulations, the protected tree may be removed with the approval of the director of development services.~~
  - ~~3. Except for the above, under no circumstances shall there be clear cutting of protected trees on a property prior to the issuance of a tree removal permit.~~
  - ~~4. The Director of Development Services may approve the removal of protected trees that interfere with the construction of a building and/or the drainage of a lot.~~
  - ~~5. The Director of Development Services may approve of the removal of a protected tree or trees located within a drainage easement if the removal is determined to be necessary to ensure the proper construction or maintenance of said drainage easement.~~
  - ~~6. The following species of trees are exempt from the protection and preservation requirements stated within this ordinance and are considered invasive species. Invasive trees shall not be planted nor counted towards any tree caliper credit.~~
    - ~~☐ Tree of Heaven~~
    - ~~☐ Mimosa, Silk Tree~~
    - ~~☐ Paper Mulberry~~
    - ~~☐ Chinese Parasol Tree~~
    - ~~☐ Large Leaf Privets~~
    - ~~☐ Chinaberry 1~~
    - ~~☐ Chinese Pistache 1~~
    - ~~☐ Chinese Tallow~~

~~This list may not be all inclusive and is subject to change and will be periodically reviewed and updated if necessary, by the Planning Commission.~~
  - ~~7. If under brushing is essential in order to conduct survey work necessary to produce a Survey/Inventory plan, the applicant shall request approval from the Director of Development Services prior to any under brushing activities taking place.~~
- ~~7.11002 Upon issuance of a tree removal permit: a developer shall be allowed to remove protected trees located on the buildable area of the property as identified on the approved tree survey/inventory.~~
- ~~7.11003 Protected tree replacement requirements. In the event that it is necessary to remove protected tree(s) outside the buildable area, the developer, as a condition of issuance of a protected tree removal permit, may be required to replace the protected tree(s) being removed with comparable trees somewhere within the development. Trees removed from the Buildable Area are not required to be replaced~~
- ~~7.11004 Replacement tree specifications: A sufficient number of trees shall be planted to equal, in caliper, the ratio of diameter of the trees removed. Said replacement trees shall be a minimum of two inches caliper and six (6) feet in height when planted and shall be~~

~~selected from the list of approved replacement trees maintained by the Development Services Department.~~

- ~~7.11005 In order to maximize the preservation of existing trees, surveyed trees in good health that have a caliper of at least six (6) inches measured four feet six inches (4' 6") from the ground may provide credit towards the replacement requirements. Each existing tree preserved between six inches (6") and twelve inches (12") in diameter measured four feet six inches (4' 6") from the ground may receive replacement credits for two (2) replacement trees. Each existing tree preserved greater than twelve (12") inches in diameter measured four feet six inches (4' 6") from the ground may receive credit for three (3) replacement trees.~~
- ~~7.11006 Protected trees that are removed without a permit shall be replaced at an equivalent caliper inch equaling 100 percent of those protected trees removed from the site as estimated by the Director of Development Services.~~
- ~~7.11007 No replacement tree may be planted within a visibility triangle, a watercourse, utility easement or an existing or proposed street or alley.~~
- ~~7.11008 A replacement tree must have a minimum caliper of at least two inches when measured at 4 to 6 inches above ground level.~~
- ~~7.11009 A replacement tree that dies must be replaced by another replacement tree that complies with the tree removal permit.~~
- ~~7.110010 Tree reforestation fund: In situations in which it is not feasible to place the replacement trees on either the subject site or an alternate site, the applicant, upon approval of the Director of Development Services, may make a payment into the tree reforestation fund. The fund amount shall be equivalent to 100 percent of the tree ratio replacement cost. For those protected trees removed without a permit, the fund amount shall be the equivalent of 100 percent of the cost to replace the same caliper of trees removed without a permit. The funds shall be used only for purchasing and planting trees on public property. The amount of payment that is required for each replacement tree should be calculated based on the average cost of a quality tree added to the average cost of planting a tree. No certificates of occupancy shall be issued for the site until the required payment has been made to the tree reforestation fund.~~

Effective on: 2/22/2023

## **~~7.1200 DEVELOPMENT STANDARDS~~**

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### ~~7.13012 Tree Protection:~~

- ~~☐ During any construction or land development, the developer shall clearly mark all protected trees to be maintained and may be required to erect and maintain protective barriers around all such trees or groups of trees. The developer shall not allow the movement of equipment or the storage of equipment, materials, and debris or fill to be placed within the drip line of any protected tree.~~
- ~~☐ During the construction stage of development, the developer shall not allow the cleaning of equipment or material under the canopy of any protected tree or trees to remain. Neither shall the developer allow the disposal of any waste material such as, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., under the canopy of any protected tree or trees.~~
- ~~☐ No attachment or wires of any kind, other than those of a protective nature, shall be attached to any protected tree.~~
- ~~☐ Exceptions.~~

- ~~. In the event that any tree shall be determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety, and require immediate removal without delay, authorization may be given by the Director of Development Services and the tree may then be removed without obtaining a written permit as herein required.~~
- ~~. During the period of an emergency such as a tornado, storm, flood, the requirements of this section may be waived as may be deemed necessary by Director of Development Services.~~
- ~~. Utility companies franchised by the City may remove trees which endanger public safety and welfare by interfering with utility service.~~
- ~~. Properties that retain Walker County Appraisal District agricultural, timber or wildlife exemptions are excluded from the provisions of this section.~~
- ~~. The provisions of this section shall not apply to any development that has received a building permit approval prior to the effective date of this ordinance.~~

~~Effective on: 2/22/2023~~

## **~~7.1300 ENFORCEMENT FOR VIOLATIONS~~**

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- ~~7.13013 The City Arborist, Building Official or an authorized representative of the City shall have the authority to place a Stop Work Order on any activity involving the removal of Protected Tree(s) or that may otherwise endanger trees contrary to the provisions of this Subsection. The Director of Development Services may deny all Permits and Certificates of Occupancy for any site which is not in compliance with this Subsection.~~
- ~~7.13014 It shall be a violation of this article for any person to intentionally or knowingly remove or destroy or allow the removal or destruction of a protected or Historic tree(s) located on any property to which this article applies, or for any person to knowingly or intentionally perform any regulated activity in manner that does not conform to the requirements of this article. Any act or omission contrary to the requirements or directives of this article, or any breach of any duty imposed by this article shall constitute a violation hereof.~~
- ~~7.13015 Any person, firm, company or corporation violating any provision of this article shall, upon conviction be subject to a minimum fine of \$200.00 per violation. Each and every tree removed in violation of this article will be considered a separate violation. Additionally, each and every day until the illegally removed tree has been replaced or otherwise mitigated may be considered a separate violation.~~
- ~~7.13016 Protected Tree Species~~
- ~~☐ Live Oak~~
  - ~~☐ Pecan Tree~~
  - ~~☐ Smooth Hackberry~~
  - ~~☐ American Elm~~
  - ~~☐ Water Oak~~
  - ~~☐ Redbud~~
  - ~~☐ Loblolly Pine~~
  - ~~☐ Crepe Myrtle~~
  - ~~☐ Catalpa~~
  - ~~☐ Post Oak~~
  - ~~☐ Bois d'Arc~~

~~☐ Southern Red Oak~~

~~☐ Black Hickory~~

~~☐ Cherry Laurel~~

~~☐ Winged Elm~~

~~☐ Sycamore Tree~~

~~☐ Box Elder~~

~~☐ Southern Magnolia~~

~~☐ Cottonwood~~

~~☐ Mimosa~~

~~☐ Chinaberry~~

~~: This list may not be all inclusive and is subject to change and will be periodically reviewed and updated if necessary, by the Planning Commission.~~

Effective on: 2/22/2023



## ARTICLE 8 SIGNS

### Contents:

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- 8.1000 Sign Maintenance, Abandonment and Removal
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### 8.100 GENERAL

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#### 8.101 Purpose

The sign regulations of this article seek to balance the public interest in promoting a safe, well-maintained, and attractive City with the interests of businesses, organizations, and individuals who rely on signs as a means to identify and advertise products, services, and ideas. The regulations have the following specific objectives:

- 8.101.A To encourage the effective use of signs as a means of identification and communication for businesses, organizations and individuals in the City;
- 8.101.B To provide a means of way-finding in the community, thus reducing traffic confusion and congestion;
- 8.101.C To ensure maintenance of signs;
- 8.101.D To prohibit signs of such excessive size and number that they obscure one another to the detriment of the economic and social well-being of the City;
- 8.101.E To protect the safety and welfare of the public by minimizing sign-related hazards to pedestrian and vehicular traffic;
- 8.101.F To promote the reasonable, orderly and effective display of signs by minimizing visual clutter; and
- 8.101.G To minimize the possible adverse effects of signs on nearby public and private property, in particular on residential uses and districts.

#### 8.102 Scope and Applicability

All signs are subject to the regulations of this article and all other provisions of this Development Code unless otherwise expressly stated. It is unlawful for any person to construct, maintain, display or alter or cause to be constructed, maintained, displayed or altered, any sign within the City, except in conformance with this Development Code.

#### 8.103 Substitution of Messages

The sign regulations of this article are not intended to favor commercial speech over constitutionally protected political or noncommercial speech. Any sign allowed under this article may contain, in lieu of any other message or copy, any lawful noncommercial message as long as the sign complies with all regulations governing sign size, height and location and with all other applicable requirements of this Development Code.

#### 8.104 Compliance with Other Codes and Regulations

In addition to the sign regulations of this article, all signs must comply with the building code and all other applicable regulations.

Effective on: 2/22/2023

## 8.200 PROHIBITED SIGNS

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The following signs and sign characteristics are prohibited except as otherwise expressly stated:

- 8.201 Signs for which no required permit has been issued;
- 8.202 Signs that obstruct any fire escape, required exit, window or door opening used as a means of egress;
- 8.203 Signs that interfere with an opening required for ventilation;
- 8.204 Signs that obstruct, impair, obscure, interfere with the view of, or that may be confused with, any authorized traffic control sign, signal, or device;
- 8.205 Signs that violate the intersection sight visibility regulations of §10.407.D;
- 8.206 Signs located in, or that project into, the right-of-way or planned right-of-way of a public street, except as expressly allowed by Sec. 8.400 (this prohibition does not apply to public safety (e.g., “stop,” yield,” “school zone”) signs placed by or by order of an authorized governmental agency);
- 8.207 Strobe lights; beacons; flashing, moving, blinking, or chasing lights; or other effects that create the appearance of movement or shape changes;
- 8.208 Signs affixed by any means to a tree, utility pole or traffic control device;
- 8.209 Sign displays with a brightness of such intensity or brilliance that they impair the vision or endanger the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle;
- 8.210 Signs attached to or painted on an inoperable or unlicensed vehicle (motorized or non-motorized) visible from the right-of-way;
- 8.211 Signs attached to or painted on a licensed motor vehicle if the sign: (1) directs attention to a business, service, commodity, or activity offered or sold on the premises and (2) if the vehicle is parked closer to the street than the nearest building wall (does not apply to vehicles parked for the purpose of immediate loading and unloading);
- 8.212 Roof signs; and
- 8.213 Portable signs, whether existing or new.

Effective on: 2/22/2023

## 8.300 EXEMPT SIGNS

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The following signs are exempt signs, which means that they are not counted as signs for purposes of determining the number of signs or amount of signage on a lot. These exempt signs do not require a sign permit unless they are illuminated, in which case they do require a sign permit and review for compliance with applicable codes.

- 8.301 Directional Signs

- 8.305.A One directional sign may be installed at each vehicle entrance and exit. Such signs may be illuminated, but they may not exceed 4 square feet in area or 5 feet in height. Commercial messages may not comprise more than 50% of the area of a directional sign.
- 8.305.B Off-street parking areas with a capacity of more than 4 vehicles may display signs that do not exceed 12 square feet in area or 10 feet in height. Such signs are allowed for the purposes of informing patrons and visitors about parking rates and rules, the location of stairways and elevators, pedestrian routes, restrooms, and other on-site facilities. Such signs may not be illuminated and may not contain any commercial message.
- 8.302 **Menu Board Signs**

Menu board signs that are accessory to allowed drive-through uses are permitted in addition to other allowed signs, as follows:

  - 8.305.A **Number and Dimensions**

One primary menu board not to exceed 36 square feet in area or 8 feet in height is allowed per order station up to a maximum of 2 primary menu boards. One secondary menu board not to exceed 15 square feet in area or 6 feet in height is allowed.
  - 8.305.B **Residential Separation**

Menu board signs must be set back at least 50 feet from RU, LR, and MR districts.
  - 8.305.C **Visibility**

Menu board signs are intended to convey information to motorists within the boundaries of the development and therefore may not be located or oriented to be visible from off site.
- 8.303 **Newspaper Vending Boxes**

Vending boxes offering newspapers, brochures or other printed material (whether for sale or free) are not regulated as signs. Such boxes may be placed on sidewalks, provided they do not impede motorized or nonmotorized traffic.
- 8.304 **Temporary Signs**
  - 8.305.A **Real Estate Signs**

One "For Sale," "For Rent" or similar real estate sign is allowed per street frontage. Such signs are limited to a maximum of 32 square feet in area and 16 feet in height except in RU, LR, and MR districts, where they are limited to 8 square feet in area and 8 feet in height.
  - 8.305.B **Construction Signs**

Up to 3 construction signs are allowed per street frontage during the time that construction or development activity is occurring on the subject lot. Such signs may not exceed 32 square feet in area or 16 feet in height. Construction signs must be removed within 2 weeks of completion of the construction or development.
  - 8.305.C **Campaign Signs**

Temporary campaign signs are allowed only on private property and only with the consent of the subject property owner. In RU, LR, and MR districts campaign signs may not exceed 8 square feet in area.

8.305.D **Nameplates**

Nameplates attached to the wall of a building are exempt signs, provided they do not exceed 4 square feet in area.

8.305.E **Window Signs**

Window signs are exempt signs, provided they do not cover more than 50% of the area of the window to which they are affixed.

8.305 **Other Exempt Signs**

The following additional signs are exempt signs:

8.305.A Signs established by, or by order or authorization of, any governmental agency;

8.305.B Flags, emblems or insignia of any nation or political subdivision;

8.305.C Commemorative wall plaques and memorial wall signs;

8.305.D Signs that are not legible from any public right-of-way or from beyond the boundaries of the lot or parcel;

8.305.E Signs within completely enclosed buildings and that are located more than 12 inches from any window;

8.305.F Holiday displays containing no commercial message;

8.305.G Labels and notices on accessory equipment or structures, provided the label or notice does not exceeding 15 square inches in area;

8.305.H Address and street number signs;

8.305.I Signs within a stadium or ball field designed to be viewed solely by spectators within facility;

8.305.J “No trespassing,” “no dumping” and similar warning/security signs that do not to exceed 8 square feet in area; and

8.305.K Non-illuminated awnings with no more than 6 square feet of sign (copy) area on the border of the awning.

(Ord. No. [2024-20](#), 09/03/2024)

Effective on: 9/13/2024

## **8.400 SIGNS IN THE RIGHT-OF-WAY**

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8.401 **General Prohibition**

With the exception of signs lawfully permitted or erected before June 16, 1981 or as otherwise expressly stated in this article, signs are prohibited on a public street, public sidewalk, public right-of-way, public curb or other public property without the express consent of the City Council.

8.402 **Nonprofit Temporary Signs in the Public Right-of-Way**

The City Planner is authorized to allow nonprofits to place temporary signs in public rights-of-way when all of the conditions of this subsection are met.

8.402.A **Permit Required**

Any person or entity desiring to place a temporary sign in the public right-of-way must obtain a permit to do so from the City Planner.

8.402.B **Size, Type and Number**

1. A temporary sign placed in the public right-of-way must be freestanding and may not exceed 6 square feet in area.
2. No more than 2 signs may be permitted per intersection, and no more than one sign is allowed per block.
3. A maximum of 50 signs may be located within the right-of-way within the City limits at any one time.

8.402.C **Duration and Location**

1. A temporary sign may be placed in the right-of-way for a period of up to 21 days with a limit of 4 permits per year (per individual or organization) with a minimum of 30 days between permit periods. Removal of the temporary signs must be accomplished by the responsible person, as noted on the permit, before the 22nd day from the date the permit was issued.
2. Temporary signs are not allowed on IH-45 or State Highway 19 rights of way.

8.403 **Removal of Signs in the Public Right-of-Way**

The City Council authorizes the seizure and removal of any unlawful sign found within a public right-of-way. The Building Official, street department employees, and police department employees are authorized to impound any unlawful signs found on a public right-of-way and to store them for up to 30 days, except that any developer, political, real estate, garage sale or other similar stake-type signs constructed of cloth, wood, paper or similar lightweight materials may be disposed of immediately.

(Ord. No. [2024-20](#), 09/03/2024)

Effective on: 9/13/2024

## 8.500 ON-PREMISE SIGNS

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8.501 **Applicability**

The regulations of this section govern non-exempt on-premise signs directing attention to a business, commodity service, or entertainment conducted, sold, or offered upon the premises where such sign is located or to which it is affixed.

8.502 **Residential Districts and Residential Uses in All Districts**

8.503.A **Applicability**

The regulations of this subsection apply to on-premise signs accessory to residential uses in all zoning districts and to all nonresidential uses in residential districts. These are in addition to any exempt signs allowed pursuant to Sec. [8.300](#).

8.503.B **Development, Neighborhood and Subdivision Identification Signs**

1. Residential developments, neighborhoods and subdivisions, including manufactured housing parks, are allowed a single freestanding sign at each street entrance to the development, neighborhood or subdivision.
2. Residential development, neighborhood and subdivision identification signs must be monument signs. They may not exceed 32 square feet in area or 0.20 square feet of sign area per linear foot of street frontage, whichever is greater, but in no case may the sign exceed 150 square feet in area. The maximum sign area calculation must be based on the street frontage to which the sign is oriented.

#### 8.503.C Nonresidential Uses

The following regulations apply to all principal nonresidential uses in residential districts.

##### 1. Wall Signs

Nonresidential uses in residential districts are allowed a maximum of one wall sign per public building entrance. Such signs may not exceed 32 square feet in area.

##### 2. Freestanding Signs

Nonresidential uses in residential districts are allowed a maximum of one freestanding sign per street frontage. Allowed freestanding signs are subject to a maximum height limit of 20 feet and may not exceed 32 square feet in area or 0.20 square feet of sign area per linear foot of street frontage, whichever is greater, but in no case may the sign exceed 150 square feet in area. The maximum sign area calculation must be based on the street frontage to which the sign is oriented.

#### 8.503 Signs in Nonresidential and Mixed Use Districts

##### 8.503.A Applicability

The regulations of this subsection apply to on-premise signs accessory to nonresidential uses in all nonresidential and mixed use districts. These are in addition to any exempt signs allowed pursuant to Sec. 8.300.

##### 8.503.B Historic Preservation Compatibility Review in Downtown District

All signs constructed in the Downtown (D) district shall be administratively reviewed for compatibility with the goals of the Historic Preservation Commission, namely to protect and enhance Huntsville's attractiveness to visitors and the support and stimulus to the economy thereby provided.

##### 8.503.C Signs Allowed

##### 1. Wall Signs

Wall signs are allowed in all D, nonresidential, mixed use, and PD districts. Wall signs may not exceed an aggregate area of more than 3 square feet per linear foot of building wall to which they are attached. Wall signs are not counted against a lot's allowed sign budget, pursuant to §8.503.D.

##### 2. Projecting Signs

a. Projecting signs are allowed in all D, nonresidential, mixed use, and PD districts. Projecting signs are counted against a lot's allowed sign budget, pursuant to §8.503.D.

b. Projecting signs may not exceed 20 feet in height or the height of the principal building on the lot, whichever is less.

##### 3. Freestanding Signs

a. Freestanding signs are allowed in all D, nonresidential, mixed use, and PD districts. Freestanding signs are counted against a lot's allowed sign budget, pursuant to §8.503.D.

b. Freestanding signs may not exceed 20 feet in height and the maximum height of a freestanding sign within 100 feet of Highway 19 is 30 feet.

c. Freestanding signs on lots with frontage on Veterans Memorial Parkway must be monument-style signs that have their sign base



directly on the ground or no more than 12 inches above the ground directly beneath the sign.

- (1) Required monument signs must be constructed of brick, wood, stone, or metal and have a base that is at least 80% of the width of the top of the sign structure.
- (2) In the Veterans Memorial Parkway Overlay, required monument signs may not exceed 6 feet in overall height above grade, as measured from the base of the sign.
- (3) In the I-45 Overlay, required monument signs may not exceed 35 feet in overall height above grade, as measured from the base of the sign.
- (4) The ground area surrounding the base of all required monument signs must be landscaped. The landscape area must be at least as large as the sign area and include shrubs, perennial and/or annual flowers, ornamental grasses, and/or vegetative ground cover.

#### 8.503.D Sign Budget

##### 1. Applicability

The sign budget provisions of this subsection govern the maximum aggregate number and combined area of all projecting and freestanding signs allowed on a lot in D, the nonresidential, and PD districts, except as otherwise expressly stated.

##### 2. Maximum Number

The maximum aggregate number of all projecting and freestanding signs on a lot may not exceed 1 per 100 feet of street frontage or fraction thereof.

##### 3. Maximum Area

a. The maximum aggregate sign area of all projecting and freestanding signs allowed on a lot may not exceed 2 square feet per linear feet of street frontage. A freestanding sign on a lot occupied by a shopping center or office building with 3 or more tenants is allowed a maximum sign area of 3 square feet per linear feet of street frontage if there is only one freestanding sign on the subject lot.

b. In addition to the maximum aggregate sign area limits, no individual projecting or freestanding sign may exceed 300 square feet in area outside of the I-45 Overlay and 200 square feet in the I-45 Overlay.

c. In the Medium Density Residential District, wall signs are prohibited.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 8.600 DYNAMIC DISPLAYS

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The regulations of this section apply to dynamic displays on all signs.

#### 8.601 Where Allowed

Dynamic displays are prohibited in D and residential districts. They are allowed in other zoning districts, subject to the dynamic display regulations of this section.

#### 8.602 Maximum Dynamic Display Area

The dynamic display portion of any sign may not exceed 75 square feet or the total allowed area of the subject sign, whichever is less, except that the maximum dynamic display area for signs located within 150' of Interstate 45 is 150 square feet. Only one contiguous dynamic display is allowed on a sign face.

8.603 **Orientation**

Dynamic displays must be oriented away from residential districts and residential uses.

8.604 **General Regulations**

The general regulations of this subsection (§ 8.604) apply to all dynamic displays.

8.604.A Dynamic displays must be equipped with a default mechanism that freezes the display in one position or presents a static or blank display if a malfunction occurs.

8.604.B Dynamic displays may not have a brightness of such intensity or brilliance that they impair the vision or endanger the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle.

8.604.C Dynamic displays must be equipped with a light detector/photocell that automatically adjusts the display's brightness according to natural ambient light conditions or that can be adjusted to comply with the requirements of § 8.604.D.

8.604.D The maximum brightness level of a dynamic display shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the dynamic display off, and again with the sign displaying a white image for a full color-capable sign, or a solid message for a single-color sign. All measurements shall be taken perpendicular to the face of the sign at the distance as calculated using the following formula:

$$\text{Measurement Distance} = \text{square root of the Area of Sign Sq. Ft.} \times 100$$

The difference between the off and solid-message measurements using the calculated measuring criteria shall not exceed 0.3 footcandles.

1. If the measurement is more than the maximum allowed, the brightness level is in violation of this Development Code and must be adjusted downward. Failure to make such adjustments may result in other available enforcement actions to be taken by the City.

8.604.E Regulations governing dynamic displays are subject to ongoing monitoring and future modification in the exercise of the City's police powers. No vested right is ever created in an existing dynamic display. If regulations governing operational aspects of dynamic displays (e.g., dwell time, transitions, illumination/brightness, etc.) are modified by the City, sign owners and operators are required to bring dynamic display advertising signs into compliance with all applicable dynamic display regulations.

8.604.F Light trespass or spillover from any dynamic display may not cause the light level along any residential district property line, as measured at a height of 60 inches above grade in a plane at any angle of inclination, to exceed 0.1 footcandles above ambient light levels at the subject property line.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 8.700 OFF-PREMISE SIGNS

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Off-premise signs may not be installed or enlarged after the effective date specified in Sec. 1.300 at any location in the City of Huntsville and Extraterritorial Jurisdiction (ETJ) of the City. Off-premise signs lawfully established before the effective date specified in Sec. 1.300 are deemed nonconforming signs and may continue to exist in their current location in accordance with the regulations of §8.900.

## 8.800 ADMINISTRATION AND ENFORCEMENT

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### 8.801 Sign Permits

- 8.801.A All freestanding signs and illuminated signs require review, approval and issuance of a sign permit, unless otherwise expressly stated.
- 8.801.B Any person proposing to erect any sign requiring a sign permit must submit a sign permit application to the City Planner. Application for such permit must be accompanied by detailed plans, including scaled drawings of the proposed sign, a site plan and other information deemed necessary by the City Planner to determine compliance with applicable regulations.
- 8.801.C Sign permit fees must be paid prior to the issuance of a sign permit.
- 8.801.D If the work associated with a sign permit has not been completed within one year of the date of the issuance of the permit, such permit will lapse and become null and void.

### 8.802 Enforcement

The enforcement provisions of Article 14 apply to signs.

*Effective on: 2/22/2023*

## 8.900 NONCONFORMING SIGNS

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- 8.901 A nonconforming sign is a sign that was lawfully established but no longer complies with the sign regulations of this Development Code. Any nonconforming sign in lawful existence on the effective date specified in Sec. 1.300 or any sign that becomes nonconforming upon adoption of any amendment to this Development Code may be continued in accordance with the regulations of this article unless otherwise expressly stated. Such nonconforming signs must be maintained in good repair and visual appearance.
- 8.902 A nonconforming sign and any sign structure must be removed or otherwise modified to comply with the sign regulations of this article if it is damaged or destroyed and the extent of damage or destruction is more than 60% of the cost of erecting a new equivalent sign in the same location, as evidenced by a certified cost estimate from a bona fide sign company.

## 8.1000 SIGN MAINTENANCE, ABANDONMENT AND REMOVAL

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### 8.1001 Sign Maintenance

All signs (including nonconforming signs) must be maintained in safe, presentable, and good structural material condition at all times, including the replacement of defective parts, painting, repainting, cleaning, and other acts required for sound maintenance and appearance of the sign. Any sign that is deemed by the City to be in violation of these maintenance provisions or other applicable regulations of this ordinance may be ordered to be removed by the property/sign owner after notice has been given.

#### 8.1002 **Obsolete or Abandoned Signs**

In conformance with Section 216.003(e) of the *Texas Local Government Code*, signs and sign structures must be removed within one year of the date the business, person, or activity that the sign or sign structure identifies or advertises ceases to operate on the premises on which the sign or sign structure is located. If the premises containing the sign or sign structure is leased, removal is required within 2 years of the date the most recent tenant ceases to operate on the premises.

#### 8.1003 **Responsibility for Removal**

When removal of a sign is required, both the owner of the property on which the sign is located and the owner of the sign, if different, are jointly and severally responsible for removal.

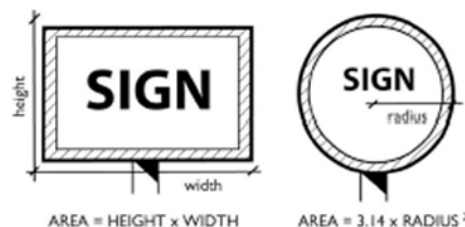
### 8.1100 MEASUREMENTS

#### 8.1101 **Sign Area**

##### 8.1101.A **Signs Enclosed in Frames or Cabinets**

The area of a sign enclosed in a frame or cabinet is determined based on the outer dimensions of the frame or cabinet surrounding the sign face (see Figure 8-1).

**Figure 8-1: Sign Area Measurement (Signs in Cabinets or Frames)**



##### 8.1101.B **Channel (individual) Letter Signs**

1. The area of a sign comprised of individual letters or elements attached to a building wall is determined by calculating the area of the smallest geometric figure (e.g. square, rectangle, circle, polygon, etc.) that can be drawn around the letters and/or elements (see Figure 8-2).
2. Signs consisting of individual letters and/or elements will be measured as one sign when the distance between the letters and/or elements is less than the largest dimension of the largest sign letter (see Figure 8-3).

Figure 8-2: Sign Area Measurement (Individual Letter Signs)

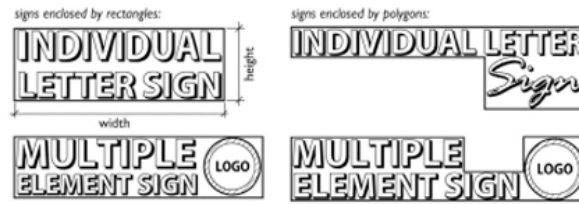
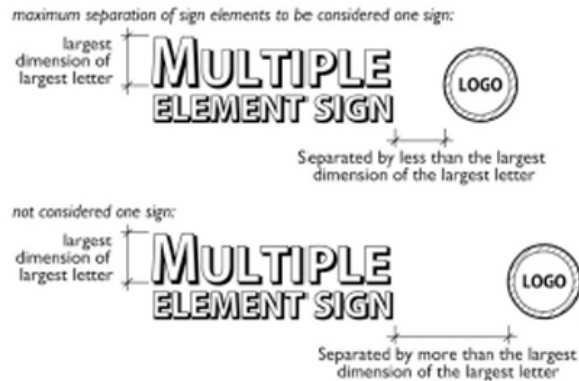


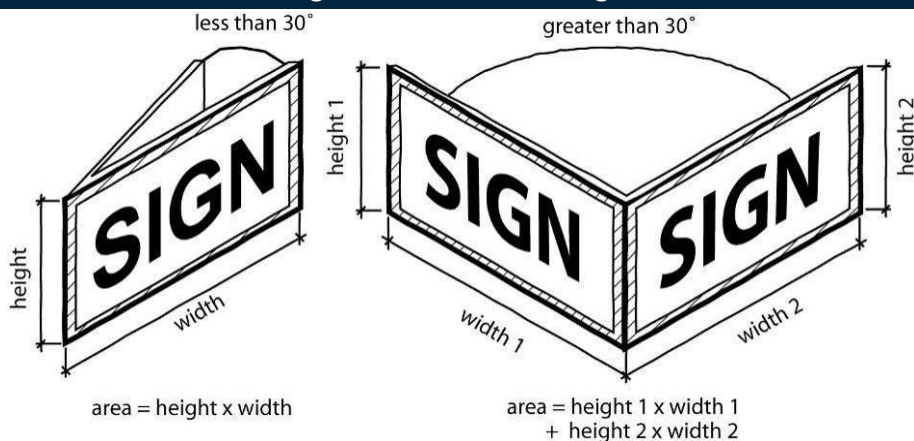
Figure 8-3: Sign Area Measurement (Single vs. Multiple Signs)



8.1101.C Multi-Sided Signs

Unless otherwise expressly stated, when the sign faces of a multi-sided sign are parallel or within 30 degrees of parallel, only one side is counted for those purpose of determining the area and number of signs. If the sign faces are not parallel or within 30 degrees of parallel, all sign faces are counted (see Figure 8-4).

Figure 8-4: Multi-Sided Signs



8.1102 Sign Height

Sign height is measured from the average ground elevation beneath the sign to the highest point of the sign face.

8.1103 Setback, Spacing and Separation Distances

8.1103.A Required setback, spacing and separation distances between signs must be measured in a straight line from the nearest points on the respective sign structures.

8.1103.B Required separation distances between signs and zoning districts, areas or lots must be measured in a straight line from the nearest point on the sign structure to the nearest point of the subject district, area or lot.

~~Effective on: 2/22/2023~~



## ARTICLE 9 FLOOD PROTECTION

### Contents:

- 9.100 General
- 9.200 Special Flood Hazard Areas
- 9.300 General Standards for Flood Hazard Reduction
- 9.400 Specific Standards
- 9.500 Recreational Vehicles
- 9.600 Subdivision Standards in Flood Hazard Areas
- 9.700 Areas of Shallow Flooding (AO/AH Zones)
- 9.800 Floodways
- 9.900 Appeals
- 9.1000 Variances

### 9.100 GENERAL

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#### 9.101 Statutory Authority

The Legislature of the State of Texas has, in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses.

#### 9.102 Purpose

The flood protection regulations of this article are adopted to protect the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- 9.104.A Protect human life and health;
- 9.104.B Minimize expenditure of public money for costly flood control projects;
- 9.104.C Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- 9.104.D Minimize prolonged business interruptions;
- 9.104.E Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- 9.104.F Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- 9.104.G Ensure that potential buyers are notified that property is in a flood area.

#### 9.103 Warning and Disclaimer of Liability

The degree of flood protection required by the flood protection regulations of this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Development Code does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Development Code does not create liability on the part of the City or any official or employee of the City for any flood damages that result from reliance on these regulations of any administrative decision lawfully made pursuant to these regulations.

## 9.104 Floodplain Administrator

### 9.104.A Designation

The City Council appoints the City Engineer as the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) on floodplain management.

### 9.104.B Duties and Responsibilities of the Floodplain Administrator

The duties and responsibilities of the floodplain administrator include, but are not limited to, the following:

1. Maintaining and holding open for public inspection all records concerning the provisions of this section;
2. Reviewing permit applications to determine whether proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding;
3. Reviewing, approving or denying all applications for development permits required by adoption of this section;
4. Reviewing permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required;
5. Determining the flood hazard boundary line where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears a conflict between a mapped boundary and actual field conditions). In such cases the floodplain administrator will make the necessary interpretation;
6. Notifying, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB), before any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA;
7. Assuring that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;
8. Obtaining, reviewing and using any base flood elevation data and floodway data available from a federal, state or other source, to administer the provisions of the section when base flood elevation data has not been provided according to Sec. 9.200 and
9. Prohibiting new construction, substantial improvements, or other development (including fill) within Zones A1-30 and AE on the City's FIRM, when a regulatory floodway has not been designated, unless the

developer shows that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the community.

## **9.200 SPECIAL FLOOD HAZARD AREAS**

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Special flood hazard areas are subject to inundation by the base flood (1-percent-annual-chance, previously known as 100-year flood) in the City as identified in a scientific and engineering report entitled, "The Flood Insurance Study for the Walker County and Incorporated Areas" date effective August 16, 2011 and any revisions thereto issued with accompanying Flood Insurance Rate Maps by the Department of Homeland Security's Federal Emergency Management Agency (FEMA).

- 9.201 The Base Flood Elevation (BFE) is the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year, also referred to as the "base flood."
- 9.202 The City Council adopts the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) dated August 16, 2011 issued for the City by FEMA effective August 16, 2011 and any revisions thereto. The City Engineer is responsible for maintaining copies of the FIS and FIRM.
- 9.203 A person commits an offense if the person makes any change to improved or unimproved real estate (including but not limited to buildings, structures, dredging, filling, grading, paving or excavation) within the floodplain without a development permit from the City.
- 9.204 If a developer proposes to develop land located in an area not surveyed for Flood Hazard according to the FIRM, then the developer must employ an engineer to determine the flood hazard for the proposed development.

## **9.300 GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION**

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The following provisions apply to all new construction and substantial improvements in special flood hazard areas:

- 9.301 All new construction or substantial improvements must be designed (or modified) to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- 9.302 All new construction and substantial improvements must be constructed using methods and practices that minimize flood damage.
- 9.303 All new construction and substantial improvements must be constructed with materials and equipment resistant to flood damage.
- 9.304 Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities must be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 9.305 All new and replacement water supply systems must be designed to minimize or eliminate infiltration of floodwaters into the system.
- 9.306 New and replacement sanitary sewage systems must be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- 9.307 New or replacement on-site waste disposal systems must be located and designed to avoid impairment to them or contamination from them during flooding.

## 9.400 SPECIFIC STANDARDS

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The following provisions apply in all areas of special flood hazard where base flood elevation data has been provided as set forth in Sec. 9.201; §9.104.B9; and Sec. 9.604.

### 9.401 Residential Construction

A registered professional engineer, architect or land surveyor must submit to the City Engineer a signed certification, using the latest edition of the elevation certificate form published by FEMA, that new construction and substantial improvement of any residential structure will have the lowest floor (including basement) elevated to at least 2 feet above the base flood elevation before the City Engineer or Building Official issues a permit for construction or improvement.

### 9.402 Nonresidential Construction

#### 9.404.A Minimum Building Elevation

New construction and substantial improvements of any commercial, industrial or other nonresidential structure must either have the lowest floor (including basement) elevated to at least 2 feet above the base flood level or, with attendant utility and sanitary facilities, be designed so that all portions of the structure below a point 2 feet above the base flood elevation are watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

#### 9.404.B Certification Required

1. An architect or registered professional engineer must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in these regulations. A record of such certification, which includes the specific elevation (in relation to vertical datum used in the Flood Insurance Rate Maps) to which such structures are floodproofed, must be maintained by the City as part of the permanent development permit file.
2. Submittal of the latest edition of the elevation certificate form published by FEMA is also required. This certificate must be duly certified by a registered professional engineer, architect or registered land surveyor.

### 9.403 Enclosures

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding, must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by an architect or registered professional engineer or meet or exceed the following minimum criteria:

9.404.A A minimum of 2 openings having a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding must be provided;

9.404.B The bottom of all openings must be no higher than one foot above grade; and

9.404.C Openings may be equipped with screens, louvers, valves, or other coverings or devices if they allow the automatic entry and exit of floodwaters.

### 9.404 Manufactured Homes

- 9.404.A All manufactured homes to be placed within Zone A on the Flood Hazard Boundary Map (FHBM) or FIRM, must be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. The floor elevation of the manufactured home must be at least 2 feet above the base flood elevation. Submittal of the latest edition of the elevation certificate form published by FEMA is also required. This certificate must be duly certified by a registered professional engineer, architect or registered land surveyor.
- 9.404.B Methods of anchoring may include use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- 9.404.C All manufactured homes to be placed or substantially improved within Zones A1-30, AH, and AE on the City's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least 2 feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- 9.404.D Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the City's FIRM that are not subject to the provisions of Sec. 9.600 must be elevated so that either:
1. The lowest floor of the manufactured home is at least 2 feet above base flood elevation; or
  2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

~~Effective on: 2/22/2023~~

## 9.500 RECREATIONAL VEHICLES

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Recreational vehicles placed on sites within Zones A1-30, AH, and AE must either:

- 9.501.A Be on the site for less than 180 consecutive days and be fully licensed and ready for highway use, as evidenced being on its wheels or jacking system, being attached to the site only by quick disconnect type utilities and security devices, and having no permanently attached additions; or
- 9.501.B Comply with the elevation and anchoring requirements for manufactured homes as set forth Sec. 9.404 and obtain a permit from the floodplain administrator.

## 9.600 SUBDIVISION STANDARDS IN FLOOD HAZARD AREAS

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- 9.601 All subdivision proposals including mobile home/manufactured housing parks and subdivisions are subject to the flood protection regulations of this article.

- 9.602 The developer of subdivisions including manufactured home parks and subdivisions must obtain a floodplain development permit before final platting.
- 9.603 A developer must generate flood elevation data for subdivision proposals and other proposed development, including the placement of mobile home/manufactured housing parks and subdivisions greater than 50 lots or 5 acres.
- 9.604 All subdivision proposals including mobile home/manufactured housing parks and subdivisions must have adequate drainage provided to reduce exposure to flood hazards.
- 9.605 All subdivision proposals including mobile home/manufactured housing parks and subdivisions must have public utilities and facilities (sewer, gas, electrical and water systems) located and constructed to minimize or eliminate flood damage.

## **9.700 AREAS OF SHALLOW FLOODING (AO/AH ZONES)**

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Located within the areas of special flood hazard are areas designated as areas of shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may or may not be evident. Such flooding is characterized by ponding or sheet flow. The following regulations apply in such areas.

- 9.701 All new construction and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the City's FIRM (at least 2 feet if no depth number is specified).
- 9.702 All new construction and substantial improvements of nonresidential structures:
  - 9.702.A Must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the City's FIRM (at least 2 feet if no depth number is specified), or;
  - 9.702.B Together with attendant utility and sanitary facilities be designed so that all portions of such facilities below a point 2 feet above the base flood elevation are watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- 9.703 A registered professional engineer or architect must submit to the City Engineer a certification that will become part of the permanent development permit file stating that the standards of this article are satisfied.
- 9.704 Within Zones AH or AO, the developer must provide adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

## **9.800 FLOODWAYS**

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Floodways are located within areas of special flood hazard established in Sec. 9.200. The floodway is an extremely hazardous area due to the velocity of flood waters that carry debris, potential projectiles and high erosion potential. The following regulations apply in such areas:

- 9.801 Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachments will not result in any increase in flood levels within the City during the occurrence of the base flood discharge.
- 9.802 Where Sec. 9.801 is satisfied, all new construction and substantial improvements must comply with all applicable flood hazard reduction provisions of Sec. 9.300 and Sec. 9.400.



## 9.900 APPEALS

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Decisions of the City Engineer may be appealed in accordance with Sec. [12.1000](#). The City Engineer must maintain a record of all actions involving an appeal and report to FEMA upon request.

## 9.1000 VARIANCES

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### 9.1001 **Authorized**

The Board of Adjustment is authorized to grant variances to the flood protection regulations of this article, subject to compliance with all applicable regulations of this section.

### 9.1002 **Applicability**

Variances may be issued for:

9.1005.A The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum relief necessary to preserve the historic character and design of the structure;

9.1005.B New construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below a point 2 feet above the base flood level. As the lot size increases beyond one-half acre, the justification required for issuing a variance to the flood protection regulations increases.

### 9.1003 **Prohibited Variances**

The Board of Adjustment may not issue a variance within any designated floodway if any increase in flood levels during the base flood discharge would result.

### 9.1004 **Procedures**

The variance procedures of Sec. [12.900](#) must be followed for flood protection variances.

### 9.1005 **Variance Prerequisites**

Prerequisites for granting variances are:

9.1005.A The Board of Adjustment may approve a variance only upon a determination that the variance is the minimum relief necessary, considering the flood hazard, to afford relief.

9.1005.B The Board of Adjustment may approve a variance only upon:

1. The applicant showing a good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, creating nuisances, causing fraud on or victimization of the public, or conflict with existing local laws or ordinances.

9.1005.C The Board of Adjustment must give any applicant to whom it grants a variance written notice that the structure will be permitted to be built with the lowest floor elevation below a point at least 2 feet above the base flood elevation, and that the cost of flood insurance will be commensurate with the

increased risk resulting from the reduced lowest floor elevation. This notice must be filed in the deed records affecting the property.

- 9.1005.D The Board of Adjustment may approve a variance for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use if the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

## ARTICLE 10 INFRASTRUCTURE AND PUBLIC IMPROVEMENTS

### Contents:

- 10.100 General
- 10.200 Infrastructure and Improvements Required
- 10.300 Financial Guarantees
- 10.400 Streets
- 10.500 Sidewalks
- 10.600 Water
- 10.700 Wastewater
- 10.800 Drainage and Stormwater Management
- 10.900 Parks and Open Space
- 10.1000 Street Lights
- 10.1100 Traffic Control Signs and Street Signs
- 10.1200 Street Names
- 10.1300 Utilities
- 10.1400 Easements
- 10.1500 Surveying and Monumentation
- 10.1600 Maintenance of Infrastructure and Improvements

### 10.100 GENERAL

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#### 10.101 Purpose and Intent

The regulations of this article establish standards governing the development of property within the jurisdiction of the City of Huntsville. These standards are intended to:

- 10.101.A Provide for the protection of the public health, safety and welfare;
- 10.101.B Promote the orderly growth and development of the City and its extraterritorial jurisdiction; and
- 10.101.C Ensure the timely and coordinated provision of required transportation improvements, utilities and other facilities and services to new subdivisions and developments.

#### 10.102 Standards, Specifications and Design Criteria

The City's *Standards, Specifications and Design Criteria* are hereby incorporated by reference as if fully set forth in this Development Code. All infrastructure and improvements constructed or modified must comply with applicable *Standards, Specifications and Design Criteria*.

### 10.200 INFRASTRUCTURE AND IMPROVEMENTS REQUIRED

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- 10.201 Developers are responsible for the construction and installation of the following infrastructure and public improvements, in accordance with the standards of this Development Code.

- 10.201.A Survey monuments;
  - 10.201.B Streets within the development and improvements to existing streets that border the development that are required for safe and adequate access to the development;
  - 10.201.C Sidewalks;
  - 10.201.D Water supply and wastewater systems;
  - 10.201.E Surface drainage and storm sewers;
  - 10.201.F Stormwater management facilities;
  - 10.201.G Utilities;
  - 10.201.H Traffic control signs and street signs;
  - 10.201.I Street lights; and
  - 10.201.J Any other on- or off-site infrastructure or public improvements required by this Development Code.
- 10.202 If a developer files a final plat for only a portion of the subdivision for which a preliminary plan was approved, the improvements required to be constructed, installed, and maintained in accordance with that final plat are those improvements that the Planning Commission deems necessary to serve the lots shown on the proposed final plat.
- 10.203 All improvements must be designed and installed to provide for a logical inter-connected system of infrastructure and to create continuity of improvements for the development of adjacent properties.
- 10.204 During the course of installation and construction of required infrastructure and improvements, the City Engineer must make periodic inspections of the work to ensure that all improvements comply with all City requirements.
- 10.205 Upon completion of installation and construction of all required improvements, the development may seek acceptance of public improvements by the City by submitting the required number of record plans. In addition, the developer must provide a statement signed by a registered professional engineer that all required improvements have been installed and constructed in accordance with the submitted as-built plans.

~~{Ord. No. 2024-20, 09/03/2024}~~

~~Effective on: 9/13/2024~~

## 10.300 FINANCIAL GUARANTEES

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The City is authorized to require financial guarantees to ensure that developers install any improvements allowed to be temporarily deferred and to ensure that improvements are installed in a workmanlike manner, free from defects. Guarantees must be provided in a form approved by the City Attorney. The value of such financial guarantees must be based on an estimate of the actual cost to construct all required infrastructure and public improvements, as determined by the developer's engineer and approved by the City Engineer. Assurances may take the form of performance and payment bonds, cash deposits, certificates of deposit in the name of the City, irrevocable letters of credit or other forms approved by the City Attorney.

## 10.400 STREETS

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### 10.401 General Principles

Streets within developments must conform to the arrangement, width and location indicated on the transportation plan and the Comprehensive Plan. In addition, the street system must be laid out and designed with due regard for topography and drainage and to:

- 10.402.A Create an integrated system of lots, streets, and infrastructure that provides for efficient movement by all lawful modes of transportation, both within the development and to and from adjacent development;
- 10.402.B Provide for the efficient movement of through traffic by providing an interconnected network of streets in order to avoid isolation of development areas and over-reliance on major roads; and
- 10.402.C Be uncomplicated, so that emergency services, public services, and visitors can find their way to their intended destinations.
- 10.402.D The developer shall provide a street system within the development with at least one point of access to a public street adjacent to the development; provided, however, that developments that are designed to contain one hundred and fifty (150) dwelling units or more shall provide at least two points of access to adjacent public streets.

#### 10.402 **Rights-of-Way & Street Construction**

- 10.402.A Streets must have a right-of-way width that will safely accommodate the transportation (vehicular, pedestrian and bicycle) improvements and street cross-sections needed to provide appropriate, safe and adequate access to the subject development, in accordance with the City's *Standards, Specifications and Design Criteria*.
- 10.402.B When a proposed development has frontage on an existing constructed public street, right-of-way must be dedicated and improved to meet the requirements of this Development Code. For existing constructed streets on which a proposed development has frontage, the applicant must:
  - 1. Dedicate a minimum of 50% of the required right-of-way width as measured from the centerline of the existing street right-of-way;
  - 2. Install all required sidewalks; and
  - 3. Provide a minimum of 50% of the street cross-section required in Sec. 10.403, full depth to the current construction standards, and install it to the right-of-way centerline.
- 10.402.C Right-of-way dedication and street required widening of existing constructed streets, to the current construction standards, must extend for the full length of road frontage of the property under development and must conform to the standards of this Development Code.

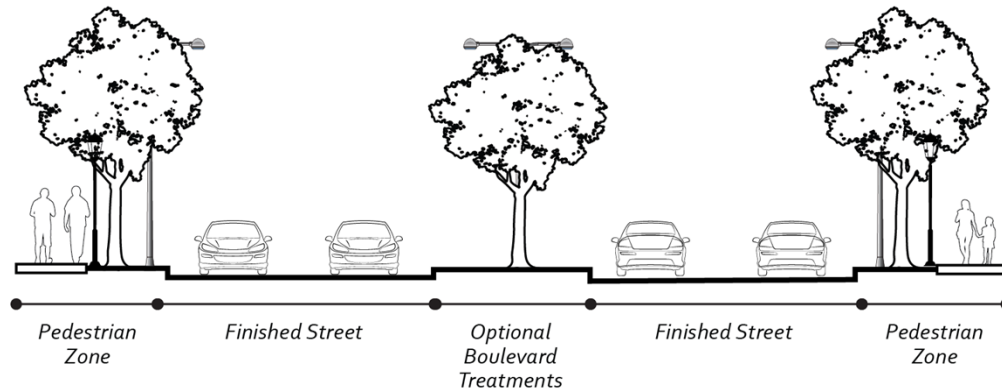
*Commentary: City Planner may exempt minor plats and previously platted lots from the requirement of Section 10.402.B(1) and (3).*

#### 10.403 **Street Cross-sections**

##### 10.403.A **General**

Street cross-sections are comprised of the following 3 major components: (1) finished street; (2) pedestrian zone; and (3) optional boulevard treatment. Varying the design of these components allows for implementation of a context-sensitive street network and enables transportation designs that better relate to differences in environmental conditions and land use/development patterns.

Figure 10-1: Street Cross-Section Example



10.403

### 1. Finished Street

The finished street component of a street cross-section is the portion of the right-of-way made up of the paved street from curb to curb, or edge to edge where curb and gutter is not provided. The finished street includes the following elements:\*\*

- a. Vehicle travel lanes;
- b. On-street parking, where applicable;
- c. Turn lanes, where necessary;
- d. On-street bicycle facilities, where applicable; and
- e. Finished street edge (must include curb and gutter. Swale/ditch, shoulder are prohibited unless approved by the Planning Commission or Board of Adjustments.)

### 2. Pedestrian Zone

The pedestrian zone component of a street cross-section is the portion of the right-of-way that primarily accommodates pedestrian movement and buffers pedestrians and adjacent land uses from moving vehicles on the finished street. The pedestrian zone includes the following elements:

- a. Pedestrian or multi-use facility (e.g., sidewalk, trail or multi-use path), providing dedicated areas for pedestrian and nonmotorized travel along streets;
- b. Amenity/buffer area (e.g., tree lawn, vegetated natural buffer, expanded sidewalk), providing separation of non-motorized users from moving vehicle lanes and providing a landscape or streetscape amenity; and
- c. Off-street bicycle facilities (optional), providing dedicated or shared off-street bicycle facilities along bike routes in areas where on-street facilities would be inappropriate or impractical.

### 3. Boulevard Treatment



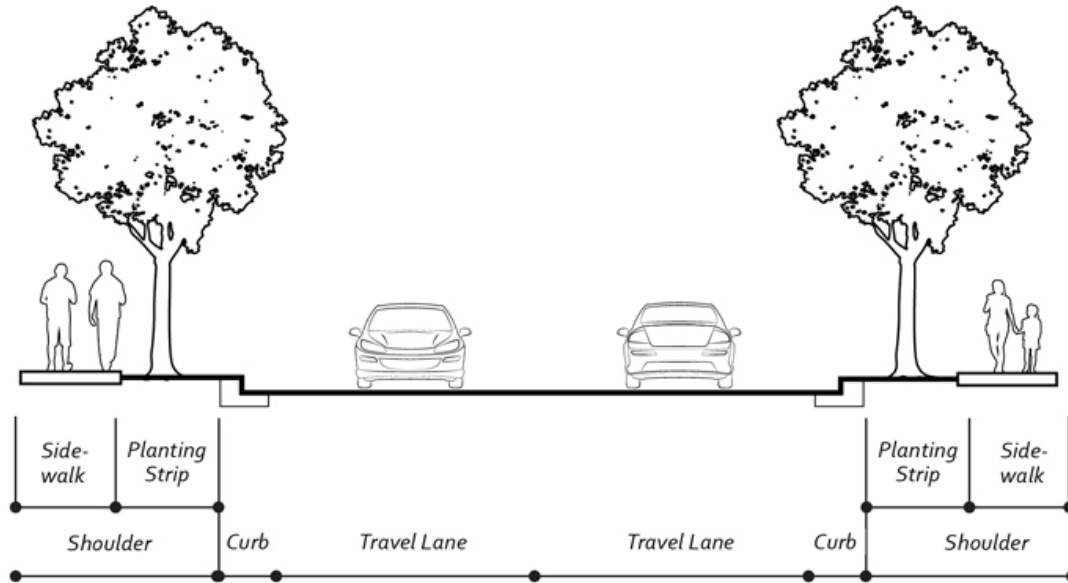
The boulevard treatment is an optional component of a street cross-section that includes a landscaped median as the focal point of the street, and may include additional design elements such as frontage access lanes, buffer strips and parking.

#### 10.403.C Design and Construction

Streets must be designed and constructed in accordance with the regulations of Table 10-1 and the City's *Standards, Specifications and Design Criteria*.

| Table 10-1: Street Cross-Sections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |                |                                   |                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------|----------------------------------|
| Street Classification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Travel Lanes | Volume per Day | Minimum Right-of-Way Width (feet) | Minimum Pavement Width[1] (feet) |
| <b>Arterial</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |                |                                   |                                  |
| Primary, A-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 5            | 10,000+        | 120                               | 90                               |
| Secondary, A-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5            | 5,000+         | 90                                | 61                               |
| <b>Collector</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |                |                                   |                                  |
| Standard, C-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2            | 5,000 - 10,000 | 70                                | 41                               |
| <b>Local</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                |                                   |                                  |
| Local, L-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2            | >1,000         | 50                                | 32                               |
| Low-Volume, L2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2            | <1,000         | 50                                | 28                               |
| Low-Volume, L3 [2]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2            | <1,000         | 60                                | 28 [3]                           |
| <p>[1] Back of curb to back of curb or edge to edge. Reduced pavement widths may be approved by the City. In such cases, increased driveway and intersection radii may be required by the City to accommodate large vehicle turning movements.</p> <p>[2] Local, Low-Volume, L<sub>3</sub> Street Cross-Section is allowed only in low-density residential subdivisions. (See Table 5-1: Lot and Building Setback Regulations for Low Density Residential lot size.)</p> <p>[3] Minimum Pavement Width may be reduced to 24', (2-12' travel lanes) for low density subdivisions with lots sizes of 2 acres or greater.</p> |              |                |                                   |                                  |

Figure 10-2: Typical Local Street Cross-Section



10.404 **Connections to Abutting Property**

10.404.A A network of interconnected streets is intended to:

1. Provide safe, convenient, and efficient means of access to lots;
2. Promote orderly development patterns;
3. Facilitate the effective and efficient provision of emergency and public services; and
4. Avoid degradation of traffic carrying capacity on the major street network.

10.404.B Streets in new developments must connect with public streets in adjacent subdivisions and provide for future extension of streets into adjacent areas that are likely to be developed in the future. Waivers to street connection requirements may be approved in accordance with Sec. 12.711 if topography, sensitive natural resources or other physical constraints make such connections undesirable or impractical.

10.404.C Streets proposed for future extension ("stub streets") must be terminated with temporary turnarounds when the stub street extends 150 feet or more from the nearest intersecting street right-of-way or when more than two lots will have access solely from the stub street. Stub streets are subject to the maximum cul-de-sac length standard of Sec. 10.406. The Planning Commission is authorized to waive requirements for temporary turnarounds for nonresidential developments if they determine that adequate alternatives are available for vehicles to turn around.

10.404.D Temporary turnarounds must be constructed in accordance with the City's *Standards, Specifications and Design Criteria*.

10.404.E The developer must post a sign at the terminus of all stub streets indicating that the stub street is intended to be opened to through traffic when the adjacent property is developed. The sign must state "FUTURE THROUGH STREET. TO BE CONNECTED WHEN ABUTTING PROPERTY DEVELOPS." The City will provide specifications for required signs.

10.405 **Blocks**

- 10.405.A The length, width and shape of blocks must be suited for the planned use of the land, and need for convenient access, control and safety of street traffic and the limitations and opportunities relating to the terrain and natural environment.
- 10.405.B Blocks may not exceed 600 feet in length in residential subdivisions with a gross density of 4 or more dwelling units per acre. In nonresidential subdivisions and lower density residential subdivisions, blocks may not exceed 1,200 feet in length. The Planning Commission is authorized to allow longer block lengths if topography, sensitive natural resources or other physical constraints make shorter block lengths undesirable or impractical. In such cases, the Planning Commission is authorized to require the provision of emergency vehicle access routes, pedestrian connections (easements), crosswalks and other pedestrian access features that provide safe and adequate vehicle access and pedestrian connections to schools, playgrounds, shopping areas, transportation and other community facilities in the area.
- 10.406 **Cul-de-Sacs**
- 10.406.A Cul-de-sacs streets may not exceed 600 feet in length unless otherwise expressly approved by the Planning Commission. In no event may a cul-de-sac street be approved that exceeds 1,000 feet in length or that serves more than 15 dwelling units. The length of a cul-de-sac street is measured from the center point of its turnaround, along the centerline of its right-of-way to the nearest edge of the right-of-way of the nearest intersecting street.
- 10.406.B Turnarounds at the end of cul-de-sac streets must be constructed in accordance with the City's *Standards, Specifications and Design Criteria*.
- 10.406.C If a cul-de-sac is longer than 600 feet, the Planning Commission is authorized to require the provision of a pedestrian access easement to provide safe and convenient pedestrian access between the terminus of the cul-de-sac and any adjacent areas. Such pedestrian access easements must have a minimum width of 12 feet.
- 10.407 **Intersections**
- 10.407.A **General**
- Streets must intersect each other at right angles unless otherwise dictated by pedestrian and vehicle safety, topography or other factors of environmentally sensitive site design.
- 10.407.B **Radii**
- Intersection radii must comply with the City's *Standards, Specifications and Design Criteria*, provided that the City Engineer is authorized to require a greater or reduced radius when anticipated traffic or roadway and intersection improvements warrant.
- 10.407.C **Off-sets**
- Where it is necessary to stagger or offset street intersections, the streets must offset by at least 200 feet (centerline to centerline).
- 10.407.D **Intersection Sight Triangles**
1. Sight triangles are required in order to help ensure an adequate area of clear vision for motorists at street intersections. If a sight triangle area as described in this section is required for adequate safety and public protection, it may be obtained by the City. If the sight triangle area cannot

be established when justified, traffic control or warning devices may be installed.

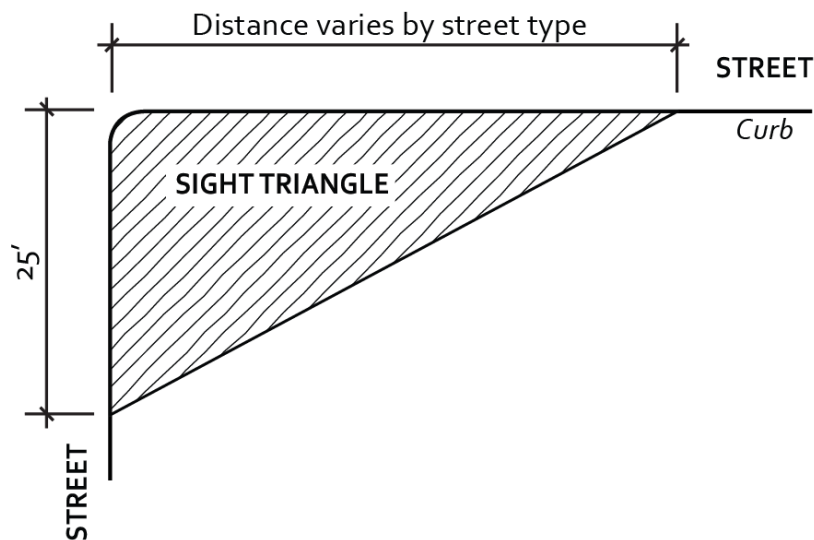
2. The triangular area shall be formed by a point on each street right-of-way line located the minimum required distance from the intersection of the street right-of-way lines and connected to the intersection point of the 25-foot setback lines (see Figure 10-3). The minimum required distance is based on street classification, as shown in Table 10-2.

| Table 10-2: Required Sight Triangle Distances |                                                         |
|-----------------------------------------------|---------------------------------------------------------|
| Street Type                                   | Minimum Distance from Intersection of Curb Lines (feet) |
| Local                                         | 50                                                      |
| Collector                                     | 75                                                      |
| Arterial                                      | 100                                                     |

10.407

3. On any portion of a lot that lies within the required sight triangle area, nothing shall be erected, parked, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 3 feet and 8 feet above grade at the 2 street right-of-way lines.
4. Sight triangle requirements shall not apply to permanent structures, public utility poles, trees trimmed to the trunk at least 8' above the level of the intersection, supporting members of appurtenances to existing structures, or official warning signs or signals, or places where the contour of the ground is such that there can be no cross-visibility at the intersection.

Figure 10-3: Intersection Sight Triangle



#### 10.408 Grades

Street grades must provide safe and convenient traffic conditions while avoiding excessive grading and unnecessary removal of ground cover and tree growth. Street grades must comply with the City's *Standards, Specifications and Design Criteria*.

#### 10.409 Vertical Curvature

All changes in street grade must be connected by vertical curves and be designed for safe stopping sight distances and safe sight distance at the entrance to subdivisions, in accordance with the City's *Standards, Specifications and Design Criteria*. The City Engineer is authorized to require that applicants submit a sight distance analysis at the time of preliminary subdivision plat review.

10.410 **Horizontal Curvature**

The required centerline radius of horizontal curves must be based on engineering considerations of topography, length of street, number of curves and other factors, as determined by the City Engineer. Horizontal curves on arterial streets must be designed in accordance with the City's *Standards, Specifications and Design Criteria*.

10.411 **Alleys**

Alleys and service lanes are permitted within new developments. Alleys, whether public or private, must comply with the City's *Standards, Specifications and Design Criteria*. Dead-end alleys are prohibited.

10.412 **Reserve Strips**

Reserve strips that separate developed or undeveloped land from necessary access to streets are prohibited except when such access is controlled by the City.

10.413 **Private Streets**

10.413.A **When Allowed**

Private streets are allowed only when approved by the City in planned developments or recreational vehicle parks.

10.413.B **Layout**

Private streets must be designed to:

1. Provide adequate vehicular access to all buildings and facilities within the boundaries of the development;
2. Provide safe and adequate traffic circulation and access to all lots and buildings by emergency personnel and equipment; and
3. Provide direct access to the existing public street system outside the subject tract's boundaries.

10.413.C **Access**

1. Private street systems within a development must have at least one point of access to a public street adjacent to the development, provided that developments containing more than 150 dwelling units must have at least 2 points of access to adjacent public streets.
2. Private streets may provide access only to land within the subject development. Private streets may not be extended into adjacent tracts under a different ownership or a different property owners association.

10.413.D **Intersections of Private and Public Streets**

1. Private streets may not be direct (straight line) projections of any public street. Private streets must offset a minimum distance of 200 feet center-line to center-line from any public street intersection.
2. Intersections of all private streets with public streets must be at right angles or with acute angle variations not to exceed 15 degrees.
3. Right angle intersections of private streets must have a 20-foot radii for the pavement edge at all corners. Acute angle intersections must have 25-

foot radii for the pavement edge at the acute corner on both public and private streets.

4. Developers are responsible for designing and constructing that portion of a private street within a public street right-of-way in accordance with the driveway standards of Sec. 6.1100.

#### 10.413.E Design and Construction Standards

##### 1. Design and Construction

Private streets are subject to the same geometric design and construction standards as public streets.

##### 2. Pavement Width

The minimum unobstructed pavement width of any private street must be at least 28 feet.

##### 3. Easement Width

Private streets must be located within access easements of sufficient width to accommodate the private streets and related construction and maintenance activities.

#### 10.413.F Maintenance

Maintenance of private streets and private street signs is the sole responsibility of property owners within the development, in accordance with Sec. 10.1600.

~~{Ord. No. 2024-20, 09/03/2024}~~

~~Effective on: 9/13/2024~~

## 10.500 SIDEWALKS

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### 10.501 When Required

#### 10.504.A Arterial and Collector Streets

Sidewalks are required to be installed by the owner of the subject property whenever development occurs on a lot with frontage on an arterial street or on a collector street. Unless the subject property is within 100' of an existing sidewalk, sidewalks are not required to be constructed along existing non-curbed streets except as adjacent to the following roadways:

- ☐ Bearkat Boulevard, from Highway 19 to Bobby K Marks Drive;
- ☐ Martin Luther King Jr. Drive, from Essex Boulevard to FM 2821;
- ☐ Avenue M, from 8th Street to FM 247;
- ☐ University Avenue, from 7th Street to FM 247;
- ☐ FM 247, from Avenue M/University Avenue to FM 2821; and
- ☐ Montgomery Road, from IH 45 S to Veterans Memorial Parkway.

#### 10.504.B Local Streets



Sidewalks are required to be installed by the owner of the subject property whenever development occurs on a lot with frontage on a local street, provided that sidewalks are not required for construction of a detached house or two-unit house unless one or more of the adjacent properties have an existing sidewalk. Sidewalks are not required to be constructed along existing non-curbed streets except as adjacent to the following roadways:

☐ Avenue M, from Josey Street to IH 45 S.

10.504.C **Other Areas**

The Planning Commission is authorized to require installation of sidewalks in other locations recommended by the City's adopted sidewalk master plan

10.504.D **Low Density Residential Subdivisions**

Alternate trail/sidewalk construction is allowed for subdivisions in the MR district. Developer is required to provide length of trails/sidewalks equivalent to twice the centerline length of roads within the boundary of the subdivision.

*Commentary: Sidewalks are not required whenever development occurs on a lot with frontage on the main travel lanes of an Expressway/Freeway. The construction of a sidewalk for a development with frontage along a curbed roadway owned and maintained by TxDOT, (Texas Department of Transportation), is not required if not approved for a permit by TxDOT.*

10.502 **Location**

10.504.A Required sidewalks must extend across the entire frontage of the subject lot, and along all frontages of corner or multi-frontage lots.

10.504.B Required sidewalks must be constructed within the street right-of-way or in an approved easement.

10.504.C Existing sidewalks may not be removed except for purposes of reconstruction or replacement.

10.503 **Timing of Construction**

Sidewalks must be constructed at the time of building permit and completed before a certificate of occupancy is issued. Developers must construct sidewalks in common areas and throughout the subdivision as part of the required subdivision improvements.

10.504 **Design**

10.504.A **Width**

Sidewalks must have a minimum width of 5 feet. The City Engineer is authorized to allow exceptions to this minimum width requirement in cases where inadequate space or other factors prevent installation of a full-width sidewalk. The City Engineer is also authorized to establish the minimum width of shared use paths and trails depending on expected use and traffic volumes.

10.504.B **Materials and Construction**

Sidewalks and trails must be designed and constructed in compliance with the City's *Standards, Specifications and Design Criteria*, the Americans with Disabilities Act (ADA) and other applicable standards and specifications.

*Commentary: Forest Service Trail Accessibility Guidelines (FSTAG) shall serve as the design and construction guideline for new trail construction for low density residential subdivisions. Trails should be maintained privately by a property owners association.*

## 10.600 WATER

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### 10.601 City Water Service

- 10.602.A Except as otherwise expressly allowed under this section, developers are responsible for providing domestic water service from a public water system to properly serve each lot within a development and for ensuring that existing or new water system facilities meet required demand for domestic water use and fire protection at the required pressure.
- 10.602.B The water distribution system required under this section includes all pumping station facilities, elevated storage tanks, fire hydrants and other appurtenances required to adequately serve the area being developed.
- 10.602.C The required system improvements include the extension of (off-site) water mains to the development, the installation of water mains (including fire hydrants) to serve all lots within the development and the extension of water mains to the perimeter of the development (to allow for future system extensions into adjacent areas).

### 10.602 ~~Alternative Water Supply~~

- ~~10.602.A The Planning Commission is authorized to allow the use of individual private wells or community water systems meeting the design requirements of the Texas Commission on Environmental Quality when the Planning Commission determines that connection to the City water system is not feasible.~~
- ~~10.602.B In approving alternative water supply systems, the Planning Commission is authorized to require the provision of permanent utility easements and temporary construction easements for the future extension City water system improvements.~~

### 10.603 Design and Construction

All water systems must be designed and constructed in accordance with the City's *Standards, Specifications and Design Criteria* and applicable design criteria of the Texas Commission on Environmental Quality (See [Title 30](#) of the *Texas Administrative Code*).

### 10.604 Irrigation Wells

Irrigation water supply wells are prohibited in the city limits.

other than irrigation water supply wells approved by the City used in connection with the irrigation of golf courses.

## 10.700 WASTEWATER

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### 10.701 City Wastewater Service

- 10.703.A Except as otherwise expressly allowed under this section, developers are responsible for providing City wastewater (sanitary sewer) service to properly serve each lot within a development and for ensuring that existing or new wastewater system facilities meet required demand for wastewater service.
- 10.703.B The wastewater collection system required under this section includes all lift stations, force mains and appurtenances required to adequately serve the area being developed.
- 10.703.C The required system improvements include the extension of (off-site) sewer mains to the development, the installation of sewer mains to serve all lots

within the development and the extension of sewer mains to the perimeter of the development (to allow for future system extensions into adjacent areas).

#### 10.702 Individual Service Connections

10.703.A The developer must install individual service connections ("taps") for each principal building in a development at the time of construction of required wastewater improvements. Buildings containing 2 or more dwelling units must have individual service connections for each dwelling unit, provided that buildings containing 3 or more dwelling units may provide a common connection system from the building.

10.703.B Each wastewater service connection may serve only one building; no sharing or common use of service connections is allowed by multiple buildings.

#### 10.703 Alternative Facilities

10.703.A If the City wastewater system is not within a distance of 1,000 feet of the development, temporary alternative sewage treatment systems may be approved. Such systems must meet the design requirements of the Texas Commission on Environmental Quality.

*Commentary: Conventional septic systems as well as aerobic septic systems are allowed as alternative sewage treatment systems. All alternative systems must meet the design requirements of the Texas Commission on Environmental Quality.*

10.703.B When temporary alternative sewage treatment systems are to be used, permanent utility easements and temporary construction easements for the future extension of City wastewater system improvements must be provided. In addition, as determined to be applicable by the City Engineer, those parts of the future City wastewater system that will lie in streets must be designed and installed (and capped) before the street is paved.

#### 10.704 Design and Construction

All wastewater systems must be designed and constructed in accordance with the City's *Standards, Specifications and Design Criteria* and applicable design criteria of the Texas Commission on Environmental Quality (See [Title 30](#) of the *Texas Administrative Code*).

## 10.800 DRAINAGE AND STORMWATER MANAGEMENT

Developers are responsible for designing and installing drainage and stormwater management facilities in accordance with the *Standards, Specifications and Design Criteria*.

## 10.900 PARKS AND OPEN SPACE

, public and/or private golf courses,

#### 10.901 Land Dedication

The developer of residential lots must dedicate land for neighborhood parks, open spaces or recreation areas ~~at locations designated in the Comprehensive Plan or other City-approved locations~~ at a rate of one acre per 100 dwelling units or 10% of the development's land area (as shown on the preliminary plan), ~~whichever is less~~. The developer may dedicate the area in stages if the development contains 2 or more phases. The developer shall identify the area marked on the final subdivision plat as "DEDICATED FOR NEIGHBORHOOD PARK, OPEN SPACE OR RECREATION AREA PURPOSES."

*Commentary: Park and open space areas identified on the Parks Master Plan are generally appropriate for dedication. Private park, recreation and open space areas should be shown on the plat and maintained privately by a property owners association.*

#### ~~10.902~~ ~~Quality of Park Site~~

~~Any land proposed to be dedicated must be a size, character and location suitable for a neighborhood park, open space or recreation area, as approved by the City.~~

#### 10.903 Open Space

A maximum of 50% of the land dedication required in Sec. 10.901 may be open space. Such open space must conserve land or other natural resources or be used for historic or scenic preservation purposes and be privately owned and maintained by a property owners association. Areas dedicated for open space uses may include, but not be limited to, sites that:

- 10.904.A Present existing or potential hazards such as earth slippage or subsidence or other geological hazards;
- 10.904.B Are used for drainage purposes or that may be in danger of flooding from stormwater runoff;
- 10.904.C Preserve or protect scenic sites;
- 10.904.D Provide a buffer between incompatible land uses (only land areas provided in excess of the minimum land use buffer requirements of Sec. 7.500 may be credited); or
- 10.904.E Contain woodlands, wetlands or other natural resources.

#### 10.904 Credit for Private Parks and Recreation Areas

The planning commission may allow private parks, open spaces and recreation areas to satisfy the land dedication requirements of Sec. 10.901, provided that:

- 10.904.A Setbacks and open spaces required by this Development Code are not credited toward meeting land dedication requirements;
- 10.904.B Private ownership and maintenance is adequately provided for by a property owners association or by other means approved by the City;
- 10.904.C The area is of a character and location suitable for safe and convenient use as a playground, playfield or other recreation amenity; and
- 10.904.D The area has direct access to a street to allow for maintenance by motorized equipment.

~~Effective on: 2/22/2023~~

### 10.1000 STREET LIGHTS

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The City Engineer is authorized to require the installation of street lights at the time of development. The location and type will be determined during the development review process based on City's *Standards, Specifications and Design Criteria* and guidelines established in the *American National Standard Practice for Roadway Lighting* (ANSI/IESNA RP-8-00).

**Commentary:** *For low-density residential subdivisions street lights are only required at street intersections and at the end of cul-de-sacs or dead-end streets only. Refer to Table 5-1: Lot and Building Setback Regulations in Article 5 Lot and Setback Regulations for Low Density Residential Lot requirements.*

Effective on: 2/22/2023

### 10.1100 TRAFFIC CONTROL SIGNS AND STREET SIGNS

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10.1101 All traffic control and street signs must be provided and installed by the developer.

- 10.1102 Traffic control signs must comply with the *Texas Manual on Uniform Traffic Control Devices*.
- 10.1103 Street signs must comply with the City's adopted *Standards, Specifications and Design Criteria*.

## 10.1200 STREET NAMES

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### 10.1201 Public Streets

Public streets must comply with the following street name regulations:

- 10.1202.A If a new street is a direct or logical extension of an existing street, the existing street name must be used.
- 10.1202.B Names of new streets that are not extensions of existing streets may not duplicate any existing street name in the City or county.
- 10.1202.C Street name suffixes such as place, court, circle and loop must be used on streets that are cul-de-sac or loop streets.
- 10.1202.D Suffixes such as highway, freeway or expressway may be used only on designated highways or freeways falling under the jurisdiction of the Texas Department of Transportation.
- 10.1202.E Street name prefixes such as North, South, East and West may be used to clarify the general location of the street, provided that such prefixes must be consistent with the existing and established street naming and address numbering system of the general area in which the street is located.
- 10.1202.F Alphabetical and numerical street names may not be used for new streets unless the street is a direct extension of an existing street with that name.

### 10.1202 Private Streets

Private street names are subject to the same regulations that apply to public streets and the following additional regulations:

- 10.1202.A The developer must provide signs for all private streets; the signs must comply with the size, height and material standards of the City.
- 10.1202.B Private streets must be designated as "lanes" and the suffix "PRIVATE" must be an integral part of any private street sign (Example: SCENIC LANE (PRIVATE)).
- 10.1202.C Private street signs must be brown.
- 10.1202.D No private street name may be changed without approval of the City.
- 10.1202.E No private street sign may be installed without the approval of the City.
- 10.1202.F The City is authorized to remove, without notice, any private street sign that does not comply with the provisions of this section or that is installed within the right-of-way of a public street.

## 10.1300 UTILITIES

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All new electric, telephone, gas distribution, cable television and similar utilities must be placed underground in accordance with the policies and specifications of the respective utility providers, except that the requirements for underground utilities do not apply in infill situations when property adjacent to the subject lot is served by above-ground utilities. The underground requirements also do not apply to the following:

- 10.1301 Temporary overhead utility lines used in connection with construction, but only during periods of construction;
- 10.1302 Service connections, meters, and similar equipment that are customarily attached to the outside wall of the premises they serve;
- 10.1303 Poles used exclusively for street lighting; and
- 10.1304 Electric distribution transformers, switch gear, meter pedestals, and telephone pedestals that are customarily installed above-ground.

Effective on: 2/22/2023

## 10.1400 EASEMENTS

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### 10.1401 General

- 10.1403.A Easements must be provided as necessary to accommodate utilities, drainage facilities (surface or subsurface), best management practices, pedestrian access, emergency vehicle access or other required improvements.
- 10.1403.B No structure, foundation, slab sign or other permanent improvement may be placed within any easement required under this Development Code without written permission from the City Engineer.

### 10.1402 Utility Easements

- 10.1403.A Utility easements must be provided in sufficient width and at such locations as required by the City or approved franchised utility provider.
- 10.1403.B The developer must place or construct all new utilities within required utility easements or street rights-of-way, as approved by the City franchised utility provider.
- 10.1403.C Utility easements are required adjacent to all streets and must be at least 10 feet in width along both sides of the street. Placement, arrangement and depth of utilities within such easements must be in accordance with the *Standards, Specifications and Design Criteria*.
- 10.1403.D Utility easements that are not adjacent to streets must be at least 20 feet in width for utility construction, service and maintenance.
- 10.1403.E With the approval of the City Engineer and the applicable public utility, utility easements may vary from these requirements.

### 10.1403 Drainage Easements

- 10.1403.A Easements for storm drainage facilities must be provided at locations containing existing or proposed open drainage channels and enclosed drainage systems. The required width of drainage easements must be based on a drainage study and drainage calculations or other criteria submitted by the developer and approved by the City Engineer.
- 10.1403.B Storm drainage easements with a minimum width of 20 feet must be provided for existing and proposed enclosed drainage systems. The City Engineer is authorized to require additional easement width if such additional width is necessary to accommodate the drainage system and provide ingress and egress for maintenance operations.
- 10.1403.C Storm drainage easements along existing or proposed open drainage channels must have a width that encompasses the required channel plus at least 20 feet on each side of the channel to provide ingress and egress of maintenance equipment; to provide clearance from fences and space for



utility poles; to allow maintenance of the channel bank; and to provide adequate slopes necessary along the bank.

## 10.1500 SURVEYING AND MONUMENTATION

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### 10.1501 General

Developers are responsible for having surveys conducted and survey monuments installed in accordance with all requirements and procedures established by the City Engineer and the [Professional and Technical Standards](#) of the Texas Board of Professional Land Surveying (Title 22, Part 29, Chapter 663B of the Texas Administrative Code).

### 10.1502 Metes and Bounds Description

All easements, rights-of-way and lands to be dedicated to the City, by deed or express grant, must be depicted on a survey plat and described by a metes and bounds description. Such descriptions must be tied to physical monuments of record related to the boundary of the affected area and referenced to the coordinate system described in Sec. 10.1503 unless otherwise approved by the City Engineer.

### 10.1503 Coordinate System

All surveys and plats must be referenced to the City of Huntsville Mapping Control Network. This network is referenced to the Texas Plane Coordinate System of 1983, Central Zone, as defined in V.T.C.A. Natural Resources Code § 21.076 unless otherwise approved by the City Engineer.

### 10.1504 Required Monuments

10.1504.A All property or boundary corners, angle points and points of curvature or tangency must be monumented or referenced by corner accessory monumentation carried out by a registered professional land surveyor.

10.1504.B All monuments must:

1. Be set at sufficient depth to retain a stable and distinctive location;
2. Be of a size and material, that in the surveyor's judgment, will best ensure that the monuments will withstand the deteriorating forces of nature;
3. Include a cap or marker identifying the responsible registrant, firm or associated employer;
4. Include a notation on the applicable plan or plat that the corner was either found or set and a description of its physical characteristics; and
5. Be left exposed for field inspection by the City.

10.1504.C The City Engineer may not accept new street construction or other public improvements until all required monuments and ties are provided.

10.1504.D Except as allowed by §12.708.E, all required monuments must be in place before filing a final plat.

## 10.1600 MAINTENANCE OF INFRASTRUCTURE AND IMPROVEMENTS

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### 10.1601 General

The developer is responsible for maintaining all required infrastructure and public improvements until final acceptance of such improvements by the City or until responsibility for maintenance is transferred by legal agreement to a property owner's association.

and conveyance

## 10.1602 **Property Owners Association**

### 10.1602.A **Establishment**

If a property owners association is assigned responsibility for the maintenance and control of streets, open space, recreational facilities, or any other common areas and facilities within a subdivision, that property owners association must have legal authority to maintain and exercise control over the common areas and facilities, including the power to compel contributions from residents or property owners to cover their proportionate share of the costs associated with the maintenance of the common areas and facilities.

### 10.1602.B **Scope and Documentation**

[Based on Development Code section: 505]

1. Instruments establishing a property owners association must be submitted before approval of a final plat.
2. The association instrument must address at least the following:
  - a. Provide for the operation and financing of the association.
  - b. Create an administrative vehicle to manage those elements shared in common and to enforce standards;
  - c. Establish a system of interlocking relationships binding each owner to all other owners for maintaining and preserving what is owned and used in common;
  - d. Specific identification of what is owned and by whom;
3. The City must review the proposed instruments to ensure that the property owners association has clear legal authority to maintain and exercise control over the common areas and facilities, including the power to compel contributions from residents and property owners to cover their proportionate share of the costs associated with the maintenance of the common areas and facilities.

## ARTICLE 11 NONCONFORMITIES

### Contents:

#### 11.100 General

#### 11.200 Nonconforming Lots

#### 11.300 Nonconforming Uses

#### 11.400 Nonconforming Structures

#### 11.500 Nonconforming Signs

#### 11.600 Nonconforming Development Features

#### 11.700 Nonconforming Mobile Food Units and Mobile Food Vendor Parks

### 11.100 GENERAL

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#### 11.101 Description

Nonconformities, which are sometimes referred to as “legal nonconformities,” are lots, uses and structures that were lawfully established but—because of the adoption of new or amended regulations—no longer comply with one or more zoning district requirements. This article contains the regulations governing such situations.

#### 11.102 Intent

Occasionally, lots, uses and structures that were lawfully established (i.e., in compliance with any and all regulations in effect at the time of their establishment) have been made nonconforming because of changes in Development Code requirements that apply to the subject property (e.g., through zoning district map amendments, amendments to the text of this Development Code or annexation) or because of other governmental action (e.g., through right-of-way acquisition). The regulations of this article are intended to clarify the effect of such nonconforming status and avoid confusion with “illegal” buildings and uses (those established in violation of applicable zoning district regulations). The regulations of this article are also intended to:

- 11.105.A Recognize the interests of landowners in continuing to use their property for uses and activities that were lawfully established;
- 11.105.B Promote maintenance, reuse and rehabilitation of existing buildings; and
- 11.105.C Place reasonable limits on nonconformities that have the potential to adversely affect surrounding properties.

#### 11.103 Authority to Continue

Any nonconformity that existed on the effective date specified in Sec. 1.300, or any situation that becomes nonconforming upon adoption of any amendment to this Development Code, may be continued in accordance with the regulations of this article unless otherwise expressly stated.

#### 11.104 Determination of Nonconformity Status

- 11.105.A The burden of proving that a nonconformity exists (as opposed to a violation of this Development Code) rests entirely with the subject owner.
- 11.105.B The City Planner is authorized to determine whether adequate proof of nonconforming status has been provided by the subject owner.

- 11.105.C Building permits, lawfully recorded plats, aerial photography and other official government records that indicate lawful establishment of the use, lot or structure constitute conclusive evidence of nonconforming status. If such forms of conclusive evidence are not available, the applicant may submit and the City Planner may consider other forms of evidence to document nonconforming status. Examples of commonly available evidence include:
1. Professional registrations or business licenses;
  2. Utility billing records;
  3. Rent records;
  4. Advertisements in dated publications;
  5. Listings in telephone or business directories; and
  6. Notarized affidavits affirming the date of lawful establishment of the use, lot or structure.
- 11.105.D The City Planner's decision on nonconforming status determinations may be appealed in accordance with Sec. 12.1000.
- 11.105 **Repairs and Maintenance**
- 11.105.A Nonconformities must be maintained to be safe and in good repair.
- 11.105.B Repairs and normal maintenance necessary to keep a nonconformity in sound condition are permitted unless the work increases the extent of the nonconformity or is otherwise expressly prohibited by this Development Code.
- 11.105.C Nothing in this article is intended to prevent nonconformities from being structurally strengthened or restored to a safe condition in accordance with an order from a duly authorized public official.
- 11.106 **Change of Tenancy or Ownership**
- Nonconforming status runs with the land and is not affected by changes of tenancy, ownership, or management.

~~Effective on: 2/22/2023~~

## 11.200 NONCONFORMING LOTS

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### 11.201 **Description**

A nonconforming lot is a lawfully platted and recorded lot that does not comply with all applicable minimum lot area, lot width, lot frontage or lot depth regulations of the zoning district in which the lot is located.

### 11.202 **Use of Nonconforming Lots**

A nonconforming lot may be used as a building site and developed with a use allowed in the subject zoning district.

### 11.203 **Lot and Building Regulations**

11.203.A Development on nonconforming lots must comply with the lot and building regulations of the subject zoning district unless otherwise expressly stated.

11.203.B Nonconforming lots may not be adjusted in size or shape to create additional nonconformity or increase the degree of nonconformity for lot area, lot width, setbacks or other applicable lot and building regulations. Lot area, lot width, lot frontage, lot depth or other lot shape adjustments that do not increase the extent of nonconformity are allowed.

## 11.300 NONCONFORMING USES

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### 11.301 Description

A nonconforming use is a land use that was lawfully established in accordance with any and all zoning district regulations in effect at the time of its establishment but that is no longer allowed by the use regulations of the zoning district in which the use is now located.

### 11.302 Change of Use

A nonconforming use may be changed to any other use that is allowed in the subject zoning district. Once changed to a conforming use, a nonconforming use may not be re-established.

### 11.303 Expansion of Use

11.306.A Except as otherwise expressly stated, a nonconforming use may be expanded into another part of the same building as that building existed on the date that the use became nonconforming, provided that the City Planner determines that such expansion:

1. Will not result in a violation of off-street parking or loading requirements; and
2. Will not result in the addition of floor area to the building to accommodate the use expansion that does not comply with setbacks.

11.306.B Nonconforming open-air uses may not be expanded beyond the area occupied when the open-air use became nonconforming.

### 11.304 Remodeling and Improvements

A building in which a nonconforming use is located may be remodeled or otherwise improved as long as the remodeling or improvements do not violate the other regulations of this article.

### 11.305 Moving

A nonconforming use may not be moved in whole or in part to another location unless allowed under this code at the new location.

### 11.306 Loss of Nonconforming Status

#### 11.306.A Abandonment

1. Once a nonconforming use is abandoned, its nonconforming status is lost and any new, replacement use must comply with the regulations of the zoning district in which it is located.
2. A nonconforming use is presumed abandoned when the use is discontinued or ceases for a continuous period of 2 years or more.
3. The presumption of abandonment may be rebutted upon showing, to the satisfaction of the City Planner, that during such period the owner of the land or structure has been:
  - a. Maintaining the land and structure in accordance with all applicable City requirements and did not intend to discontinue the use;
  - b. Actively and continuously marketing the land or structure for sale or lease for that particular nonconforming use; or

c. Engaged in other activities that affirmatively prove there was no intent to abandon.

4. Periods of discontinued use caused by government action, accidental fire or natural disaster are not counted in calculating the length of discontinuance.

11.306.B **Change to Conforming Use**

If a nonconforming use is changed to a conforming use, no matter how short the period of time, all nonconforming use rights are lost and re-establishment of the nonconforming use is prohibited.

11.306.C **Damage or Destruction**

1. **Accidental Damage or Destruction**

When a building containing a nonconforming use is destroyed or damaged by acts of God or accidental fire, the building and the use may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct the destroyed or damaged structure must be obtained within 18 months of the date of occurrence of such damage.

2. **Intentional Destruction**

When a building containing a nonconforming use is demolished, damaged or destroyed by causes within the control of the owner and the extent of demolition, damage or destruction is more than 50% of the fair market value of the structure, as determined by the property owner's certified appraiser, the use may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.

11.306.D **Accessory Uses**

No accessory use to a principal nonconforming use may continue after the principal nonconforming use has ceased.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## **11.400 NONCONFORMING STRUCTURES**

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11.401 **Description**

A nonconforming structure is any building or structure, other than a sign, that was lawfully established but no longer complies with the lot and building standards of the zoning district in which it is located. Signs are governed by the nonconforming sign provisions of Sec. 8.800.

11.403.A **Use**

A nonconforming structure may be used for any use allowed in the district in which the structure is located.

11.403.B **Alterations and Expansions**



Alterations, including enlargements and expansions, are permitted if the proposed alteration or expansion complies with all applicable lot and setback standards and does not increase the extent of the nonconformity. A building with a nonconforming front setback, for example, may be expanded to the rear as long as the rear expansion complies with applicable rear setback standards and all other applicable lot and building standards. On the other hand, a multi-unit residential building that is nonconforming with regard to density (i.e., contains more dwelling units than allowed by the underlying zoning district regulations) may not be expanded to add additional dwelling units.

#### 11.402 Moving

A nonconforming structure may not be moved in whole or in part to another location unless the structure meets all the requirements of this Code.

#### 11.403 Loss of Nonconforming Status

##### 11.403.A Damage or Destruction

##### 1. Accidental Damage or Destruction

When a nonconforming structure is destroyed or damaged by acts of God or accidental fire, the building and the use may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct the destroyed or damaged structure must be obtained within 18 months of the date of occurrence of such damage.

##### 2. Intentional Damage or Destruction

When a nonconforming structure is demolished, damaged or destroyed by causes within the control of the owner and the extent of demolition, damage or destruction is more than 50% of the fair market value of the structure, as determined by the property owner's certified appraiser, the use may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.

~~Effective on: 2/22/2023~~

## 11.500 NONCONFORMING SIGNS

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See the nonconforming sign provisions of Sec. 8.900.

## 11.600 NONCONFORMING DEVELOPMENT FEATURES

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#### 11.601 Description

A nonconforming development feature is any aspect of a development—other than a nonconforming lot, nonconforming use or nonconforming structure—that was lawfully established in accordance with zoning district regulations in effect at the time of its establishment but that no longer complies with one or more standards of this Development Code. Common examples are off-street parking or loading areas that contain fewer spaces than required by current standards or otherwise do not comply with applicable regulations and sites that do not comply with current landscaping and screening requirements.

#### 11.602 General

Nonconforming development features may remain except as otherwise expressly stated in this Development Code, but the nature and extent of nonconforming site features may not be increased except as otherwise expressly stated in this Development Code.

~~Effective on: 2/22/2023~~

## **11.700 NONCONFORMING MOBILE FOOD UNITS AND MOBILE FOOD VENDOR PARKS**

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Nonconforming Mobile Food Units and Mobile Food Vendor Parks are subject to the provisions of [Article 11](#) as well as the following:

### **11.701 ~~Abandonment~~**

- 11.701.A Once a nonconforming Mobile Food Unit or Mobile Food Vendor Park is abandoned, its nonconforming status is lost and any new, replacement use must comply with the regulations of the zoning district in which it is located.
- 11.701.B A nonconforming Mobile Food Unit or Mobile Food Vendor is presumed abandoned when the use is discontinued or ceases for a continuous period of three (3) months or more.
- 11.701.C The presumption of abandonment may be rebutted upon showing, to the satisfaction of the City Planner, that during such period the owner of the land or structure has made application for a Mobile Food Vendor Permit and/or Conditional Use Permit as required by this Development Code.
- 11.701.D Periods of discontinued use caused by government action, accidental fire or natural disaster are not counted in calculating the length of discontinuance.

~~{Ord. No. 2024-20, 09/03/2024}~~

~~Effective on: 9/13/2024~~

## ARTICLE 12 DEVELOPMENT REVIEW AND APPROVAL PROCEDURES

### Contents:

- 12.100 Common Provisions
- 12.200 Development Code Text Amendments
- 12.300 Zoning District Map Amendments
- 12.400 Planned Developments
- 12.500 Historic Preservation Overlay District Map Amendments
- 12.600 Certificates of Appropriateness
- 12.700 Subdivision Plats
- 12.800 Conditional Uses
- 12.900 Variances
- 12.1000 Appeals of Administrative Decisions

### 12.100 COMMON PROVISIONS

#### 12.101 Applicability

The “common provisions” of this section (Sec. 12.100) apply to all procedures in this article unless otherwise expressly stated.

#### 12.102 Review and Decision-making Authority (Summary Table)

The following table summarizes the review and approval procedures of this article. In the event of conflict between this summary table and the detailed procedures contained elsewhere in this article, the detailed procedures govern.

| Table 12-1: Review and Decision-making Authority Summary Table |              |                                  |                     |                     |              |
|----------------------------------------------------------------|--------------|----------------------------------|---------------------|---------------------|--------------|
| Procedure                                                      | City Planner | Historic Preservation Commission | Planning Commission | Board of Adjustment | City Council |
| Development Code Text Amendment                                | R            | –                                | <R>                 | –                   | <DM>         |
| Zoning District Map Amendment                                  | R            | –                                | <R>                 | –                   | <DM>         |
| Planned Developments                                           |              |                                  |                     |                     |              |
| Concept plan                                                   | R            | –                                | <R>                 | –                   | <DM>         |
| Development plan                                               | R            | –                                | <R>                 | –                   | <DM>         |
| PD Site Plan                                                   | DM           | –                                | –                   | –                   | –            |
| Historic Preservation Overlay Map Amendment                    | R            | R                                | <R>                 | –                   | <DM>         |
| Certificate of Appropriateness                                 | R            | DM                               | –                   | –                   | –            |
| Minor plat                                                     | DM           | –                                | –                   | –                   | –            |
| Major Subdivision                                              |              |                                  |                     |                     |              |
| Preliminary Plan                                               | R            | –                                | DM                  | –                   | –            |
| Final Plat                                                     | R            | –                                | DM                  | –                   | –            |
| Conditional Use                                                | R            | –                                | <R>                 | –                   | <DM>         |

| Table 12-1: Review and Decision-making Authority Summary Table                    |   |   |    |      |   |
|-----------------------------------------------------------------------------------|---|---|----|------|---|
| Variance                                                                          | R | – | –  | <DM> | – |
| Appeals of Administrative Decisions                                               | R | – | –  | <DM> | – |
| Master Development Plan                                                           | R | – | DM | –    | – |
| R = Review/Recommendation    DM = Decision-Maker    < > = Public Hearing Required |   |   |    |      |   |

### 12.103 Preapplication Meetings

#### 12.104.A Purpose

Preapplication meetings provide an early opportunity for City staff and applicants to discuss the procedures, standards and regulations required for development approval under this Development Code.

#### 12.104.B Applicability

Preapplication meetings are required whenever the provisions of this Development Code expressly state that they are required. They are encouraged in all cases.

#### 12.104.C Scheduling

Preapplication meetings must be scheduled with planning division staff.

#### 12.104.D Guidelines

The City Planner may establish guidelines for preapplication meetings, including information that should be provided and any available alternatives to face-to-face meetings, such as telephone conversations and email correspondence.

### 12.104 Applications and Fees

#### 12.104.A Form of Application

Applications required under this Development Code must be submitted in a form and in such numbers as required by the City Planner. Applications must include materials and information as may be required by the City Planner to establish that the proposed activity complies with all applicable requirements of this Development Code.

#### 12.104.B Application Filing Fees

All applications must be accompanied by the fee amount that has been established by City Council.

#### 12.104.C Application Completeness, Accuracy and Sufficiency

1. An application will be considered complete and ready for processing only if it is submitted in the required number and form, includes all required information and is accompanied by the required filing fee.
2. The City Planner must make a determination of application completeness within 10 business days of application filing.
3. If an application is determined to be incomplete, the City Planner must provide written notice to the applicant along with an explanation of the application's deficiencies. No further processing of the application will occur until the deficiencies are corrected. If the deficiencies are not

corrected by the applicant within 60 days, the application will be considered withdrawn.

4. No further processing of incomplete applications will occur, and incomplete applications will be pulled from the processing cycle. When the deficiencies are corrected, the application will be placed in the next available processing cycle.
5. Applications deemed complete will be considered to be in the processing cycle and will be reviewed by staff and other review and decision-making bodies in accordance with applicable review and approval procedures of this Development Code.
6. The City Planner may require that applications or plans be revised before being placed on an agenda for possible action if the City Planner determines that:
  - a. The application or plan contains one or more significant inaccuracies or omissions that hinder timely or competent evaluation of the plan's/application's compliance with Development Code requirements or other regulations;
  - b. The application contains multiple minor inaccuracies or omissions that hinder timely or competent evaluation of the plan's/application's compliance with Development Code requirements or other regulations; or
  - c. The decision-making body does not have legal authority to approve the application or plan.

#### 12.104.D **Application Filing Date**

For the purposes of calculating any time frames required, pursuant to this Development Code or state law, for processing applications, the date of application filing is deemed to be the date on which an application is deemed complete by the City Planner. An application will be considered vested on the date it is deemed complete by the City Planner.

#### 12.105 **Application Processing Cycles**

The City Planner, after consulting with review and decision-making bodies, is authorized to promulgate reasonable cycles and timelines for processing applications, including filing deadlines for receipt of complete applications.

#### 12.106 **Public Hearing Notices**

The public hearing notice requirements described in this article are in addition to the general requirements of the *Texas Open Meetings Act*.

##### 12.106.A **Mailed Notice**

Except as otherwise expressly stated, when the procedures of this Development Code require that mailed notice be provided, the notice must be mailed to all owners of land within 300 feet of the lot lines of the land that is the subject of the application. Ownership information must be taken from the most recent City property tax records, except that when land is owned by a condominium association, notice must be given to the condominium association. Notice will be deemed to have been mailed on the date that it is deposited in United States Postal Service mail, properly addressed with postage prepaid. The failure of a property owner to receive notice is not cause for renotification or hearing postponement and does not invalidate any action taken on the application if a good faith attempt was made to comply with the notice requirements of this section.

*Commentary: As a matter of practice, the City may provide additional forms of public hearing notice or otherwise exceed the minimum notice requirements prescribed by law.*

**12.106.B Published Notice**

When the procedures of this Development Code require that published notice be provided, the notice must be published in the City's official newspaper, as designated by the City Council.

**12.106.C Posted Notice**

When the procedures of this Development Code require that posted (sign) notice be provided, at least one official public notice sign must be posted on the subject property for each 500 feet of street frontage or fraction thereof. Required notice signs must be posted in locations that are plainly visible from abutting streets.

**12.106.D Content of Required Notices**

Public hearing notices required by this Development Code must include at least the following information:

1. The subject property's street address, legal description or other description reasonably calculated to identify the location of the subject property;
2. A description of the proposal or action requested;
3. The time, date and location of the public hearing;
4. The time, date and place where the application may be inspected by the public or where additional information may be obtained; and
5. A statement that interested parties may submit written comments and/or appear at the public hearing and be heard with respect to the application.

**12.106.E Public Hearing Notice Summary Table**

The following table provides a summary of the notice requirements for public hearings required under the procedures of this article. In the event of conflict between this summary table and the detailed procedures contained elsewhere in this article, the detailed procedures govern.



| Table 12-2: Public Hearing Notice Summary Table                                                                                              |                                |                                |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|--------------------------|
| Procedure                                                                                                                                    | Planning Commission Hearing    | Board of Adjustment Hearing    | City Council Hearing     |
| Development Code Text Amendment                                                                                                              | None                           | NA                             | Published 16 days before |
| Zoning District Map Amendment (including Overlay Districts)                                                                                  | Mailed & Posted 11 days before | NA                             | Published 16 days before |
| Planned Developments                                                                                                                         |                                |                                |                          |
| Concept plan                                                                                                                                 | Mailed & Posted 11 days before | NA                             | Published 16 days before |
| Development plan                                                                                                                             | Mailed & Posted 11 days before | NA                             | Published 16 days before |
| PD Site Plan                                                                                                                                 | None                           | NA                             | NA                       |
| Major Subdivision                                                                                                                            |                                |                                |                          |
| Preliminary Plan                                                                                                                             | None                           | NA                             | NA                       |
| Final Plan                                                                                                                                   | None[1]                        | NA                             | NA                       |
| Conditional Use                                                                                                                              | Mailed & Posted 11 days before | NA                             | Published 16 days before |
| Variance                                                                                                                                     | NA                             | Mailed & Posted 11 days before | NA                       |
| Appeals of Administrative Decisions                                                                                                          | NA                             | Mailed 11 days before[2]       | NA                       |
| [1] Some residential replats require hearing and public notice. See § 12.710.C.                                                              |                                |                                |                          |
| [2] Mailed notice required only to the subject property owner, individuals who request such notice in writing and other parties in interest. |                                |                                |                          |

#### 12.107 Action by Review Bodies and Decision-Making Bodies

Review and decision-making bodies may take any action that is consistent with:

12.107.A The regulations of this Development Code;

12.107.B Any rules or by-laws that apply to the review or decision-making body; and

12.107.C The notice that was given.

#### 12.108 Conditions of Approval

When a decision-making body approves an application with conditions, the conditions must relate to a situation created or aggravated by the proposed use or development and must be roughly proportional to the impacts of the use or development.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 12.200 DEVELOPMENT CODE TEXT AMENDMENTS

#### 12.201 Applicability

The procedures of this section apply to all text amendments to the regulations of this Development Code.

; provided, however, that any amendment to the text of this Development Code shall be subject to the written approval of Gibbs Brothers & Company, LP, its successor and/or assigns.

#### 12.202 **Initiation of Text Amendments**

An amendment to the text of this Development Code may be initiated by the City Council, the Planning Commission or the City Planner.

#### 12.203 **Review and Report—City Planner**

The City Planner must prepare a report and recommendation on the proposed Development Code text amendment. The report must be transmitted to the Planning Commission before their public hearing on the proposed amendment.

#### 12.204 **Notice of Hearing**

Notice of the City Council's required public hearing on a Development Code text amendment must be published in the newspaper in accordance with §12.106.B. The notice must be published at least 16 days before the date of the public hearing.

#### 12.205 **Hearing and Recommendation—Planning Commission**

The Planning Commission must hold a public hearing on the proposed text amendment. Following the close of the hearing, the Planning Commission must act by simple majority vote to recommend that the proposed text amendment be approved, approved with modifications, or denied and transmit its recommendations to the City Council.

#### 12.206 **Final Action—City Council**

12.206.A Following receipt of the Planning Commission's recommendation, the City Council must hold a public hearing on the proposed amendment. Following the close of their public hearing, the City Council must act to approve the proposed Development Code text amendment, approve the proposed text amendment with modifications or deny the proposed text amendment. The City Council may also remand the proposed text amendment back to the Planning Commission for further consideration.

12.206.B Development code text amendments may be approved by a simple majority vote.

#### 12.207 **Joint Hearings**

In lieu of separate hearings, the City Council and Planning Commission are authorized to conduct a single, joint public hearing to consider Development Code text amendments. In such cases, applicable notice requirements for Planning Commission and City Council public hearings must be met.

; provided, however, that any amendment to the zoning district map of this Planned Development District shall be subject to the written approval of Gibbs Brothers & Company, LP, its successors and/or assigns.

### **12.300 ZONING DISTRICT MAP AMENDMENTS**

#### 12.301 **Applicability**

The procedures of this section apply to all amendments to the zoning district map.

#### 12.302 **Initiation of Map Amendments**

Amendments to the zoning district map may be initiated only by the City Council, the Planning Commission, or the owner of the property that is the subject of the proposed zoning district map amendment or by the subject property owner's authorized agent.

#### 12.303 **Review and Report—City Planner**

Upon receipt of a complete zoning district map amendment application, the City Planner must prepare a report and recommendation on the proposed zoning district map amendment. The report must be transmitted to the Planning Commission before their public hearing on the proposed map amendment.

## 12.304 Notice of Hearings

### 12.304.A Planning Commission

Notice of the Planning Commission's required public hearing on a zoning district map amendment must be mailed to all affected property owners and posted, in accordance with § 12.106.A and § 12.106.C. Required notices must be mailed and posted at least 11 days before the Planning Commission public hearing.

*Commentary: As a matter of practice, the City will also publish newspaper notice of the Planning Commission hearing on proposed zoning district map amendments.*

### 12.304.B City Council

Notice of the City Council's required public hearing on a zoning district map amendment must be mailed to all affected property owners and published in accordance with § 12.106.B. The notice must be published at least 16 days before the City Council public hearing.

## 12.305 Hearing and Recommendation—Planning Commission

The Planning Commission must hold a public hearing on the proposed map amendment. Following the close of the hearing, the Planning Commission must act by simple majority vote to recommend that the proposed amendment be approved, approved with modifications, or denied and transmit its recommendations to the City Council.

## 12.306 Final Action—City Council

12.308.A Following receipt of the Planning Commission's recommendation, the City Council must hold a public hearing on the proposed map amendment. Following the close of their public hearing, the City Council must act to approve the proposed zoning district map amendment, approve the proposed amendment with modifications or deny the proposed amendment. The City Council may also remand the proposed amendment back to the Planning Commission for further consideration.

12.308.B Zoning district map amendments may be approved by a simple majority vote, except as stated in Sec. 12.307.

## 12.307 Protest Petitions

12.308.A If a valid protest petition is filed against any proposed zoning district map amendment, passage of the amendment requires a favorable vote of at least 75% of the City Council members who are qualified to vote on the matter.

12.308.B A protest petition will be deemed valid only if it is signed and acknowledged by at least 20% of the owners of the property that is the subject of the proposed amendment, or by at least 20% of the owners of property located within 200 feet of the subject property.

12.308.C The deadline for submittal of a protest petition is 72 hours prior to action by City Council.

## 12.308 Review and Approval Criteria

The decision to amend the zoning district map is a matter of legislative discretion that is not controlled by any single standard. In making recommendations and decisions about zoning district map amendments, review and decision-making bodies must consider at least the following factors:

12.308.A Consistency with the Comprehensive Plan;

- 12.308.B Compatibility with existing zoning district classifications, uses of nearby property and the character of the surrounding neighborhood; and
- 12.308.C Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for use allowed under the proposed zoning district.

#### 12.309 **Joint Hearings**

In lieu of separate hearings, the City Council and Planning Commission are authorized to conduct a single, joint public hearing to consider zoning district map amendments. In such cases, applicable notice requirements for Planning Commission and City Council public hearings must be met.

#### 12.3010 **Successive Applications**

To help ensure the stability of land use and to promote and protect the quality of life for its citizens with respect to the use and enjoyment of their property, neither the City Council nor the Planning Commission may accept a reapplication for a zoning district map amendment for a period of 12 months following the date of the City Council's denial of the previous application. The City Council is authorized to waive this required 12-month waiting period requirement and accept a reapplication if the City Council determines that conditions have substantially and materially changed since the initial submission of the application and upon further evidence that such changes justify a rehearing and new amendment application.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## 12.400 PLANNED DEVELOPMENTS

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#### 12.401 **Overview**

Planned development (PD) districts are established through the approval of a zoning district map amendment in accordance with Sec. 12.300. The PD approval process also requires either a two-step or three-step plan approval procedure. The three-step plan approval process entails (1) approval of an initial generalized “concept plan,” (2) approval of a more detailed “development plan,” and (3) staff approval of PD site plans. At the property owner’s option, the PD plan approval process may be consolidated into two steps, involving (1) review and approval of a “development plan” that includes all of the information otherwise required in the concept plan and development plan and (2) staff review and approval of PD site plans. This section sets forth the required review and approval procedures for approval of planned developments.

#### 12.402 **Step One: Map Amendment and Concept (or Development) Plan Approval**

The first step of the PD approval process is approval of the zoning district map amendment establishing the PD district. A PD concept plan must be processed concurrently with a PD map amendment unless the applicant elects instead to forgo the concept plan stage and process a development plan concurrently with the PD map amendment.

##### 12.404.A **Authority to File**

PD concept plan (or development plan) applications may be filed only by the subject landowner or the subject landowner’s authorized agent.

##### 12.404.B **Application Filing**

Complete applications for concept plan (or development plan) approval must be filed with the City Planner at the same time that the PD zoning district map amendment application is filed.

**12.404.C Review and Recommendation—City Planner**

Following receipt of a complete application for concept plan (or development plan) approval, the City Planner must prepare a report and recommendation that evaluates the proposed planned zoning district and concept plan (or development plan) in light of applicable PD district provisions of [Article 2](#) and the criteria of §12.402.G. The report must be transmitted to the Planning Commission before their public hearing on the proposed PD map amendment and concept plan (or development plan).

**12.404.D Notice of Hearing**

Public hearing notice must be provided in accordance with the zoning district amendment notice procedures (see Sec. [12.304](#)).

**12.404.E Hearing and Recommendation—Planning Commission**

The Planning Commission must hold a public hearing on the proposed PD map amendment and concept plan (or development plan). Following the close of the hearing, the Planning Commission must act by simple majority vote to recommend that the proposed map amendment and concept plan (or development plan) be approved, approved with modifications, or denied and transmit its recommendations to the City Council.

**12.404.F Hearing and Final Action—City Council**

1. Following receipt of the Planning Commission's recommendation, the City Council must hold a public hearing on the proposed PD map amendment and concept plan (or development plan). Following the close of their public hearing, the City Council must act to approve the proposed map amendment and concept plan (or development plan), approve the map amendment and concept plan (or development plan) with modifications or deny the proposed map amendment and concept plan (or development plan). The City Council may also remand the proposed map amendment and concept plan (or development plan) to the Planning Commission for further consideration.
2. PD district map amendments are subject to the protest provisions of Sec. [12.307](#).

**12.404.G Approval Criteria**

1. In order to approve a PD concept plan and map amendment, the City Council must make all of the following determinations:
  - a. The proposed PD district is at least 5 acres in area;
  - b. The proposal is consistent with the Comprehensive Plan;
  - c. Proposed uses and the development features are compatible with uses of nearby property and the existing and proposed character of the surrounding neighborhood;
  - d. The concept plan (or development plan) complies with applicable PD district provisions of [Article 2](#); and
  - e. Appropriate terms and conditions have been imposed on the approval to protect the interests of the public and any residents of the planned development.

2. In order to approve a PD development plan and map amendment, the City Council must make all determinations required for concept plans (see §12.402.G) and PD development plans (See §12.403.I).

12.404.H **Adopting Ordinance**

1. The ordinance establishing a PD district must incorporate the approved concept plan or development plan and include at least the following:
  - a. A statement as to the purpose and intent of the district.
  - b. The uses authorized for each tract or subarea in the district, by use category, the location of such uses, and the residential densities and/or nonresidential intensities associated with phases of the project, in conformance with the approved concept plan or development plan.
  - c. The conditions applicable to development within the district, as established by the City Council.
2. The graphic depiction of features on the incorporated concept plan or development plan must be enforced as regulatory standards applicable within the approved PD district. Change or modification to such features requires processing of a PD district map amendment, including a revised concept plan or development plan.

12.403 **Optional Step Two: Development Plan Approval**

12.404.A **Options**

1. **Substitution for Concept Plan**

The developer may submit a development plan in lieu of a concept plan in accordance with Sec. 12.402.

2. **Following Approval of Concept Plan and PD District**

If a PD district is established based upon a concept plan, review and approval of a development in accordance with this subsection (12.403) is required before any PD site plans are approved and before any development or construction is allowed within the PD district.

12.404.B **Timing; Lapse of Approval**

~~If the landowner fails to file an application for development plan approval within 2 years of the date of the PD district amendment and concept plan approval, the plan approval will be deemed to have lapsed and no development plan may be accepted for processing. In the event of lapse of approval, the City Council may institute proceedings to determine whether the land should be classified in another zoning district. In such case, the Planning Commission must deliver its recommendation, with a copy to the owner of the affected land, to the City Council, who must conduct a public hearing on the matter and determine what action is to be taken with respect to the PD district and whether to revoke or reinstate the developer's authorization to submit a development plan.~~

Reserved

12.404.C **Authority to File**

PD development plan applications may be filed only by the subject landowner or the subject landowner's authorized agent.

12.404.D **Application Filing**

Complete applications for development plan approval must be filed with the City Planner.



**12.404.E Review and Recommendation—City Planner**

Following receipt of a complete application for development plan approval, the City Planner must prepare a report and recommendation that evaluates the PD development plan in light of the approved concept plan and the approval criteria of §12.403.I. The report must be transmitted to the Planning Commission before their public hearing on the proposed PD development plan.

**12.404.F Notice of Hearing**

**1. Planning Commission**

Notice of the Planning Commission's required public hearing on a PD development plan must be mailed and posted, in accordance with § 12.106.A and §12.106.C. Required notices must be mailed and posted at least 11 days before the Planning Commission public hearing.

**2. City Council**

Notice of the City Council's required public hearing on a PD development plan must be published in accordance with §12.106.B. The notice must be published at least 16 days before the City Council public hearing.

**12.404.G Hearing and Recommendation—Planning Commission**

The Planning Commission must hold a public hearing on the proposed PD development plan. Following the close of the hearing, the Planning Commission must act by simple majority vote to recommend that the proposed development plan be approved, approved with conditions, or denied and transmit its recommendations to the City Council.

**12.404.H Hearing and Final Action—City Council**

1. Following receipt of the Planning Commission's recommendation, the City Council must hold a public hearing on the proposed PD development plan. Following the close of their public hearing, the City Council must act to approve the proposed development plan, approve the development plan with conditions or deny the development plan. The City Council may also remand the development plan to the Planning Commission for further consideration.
2. PD zoning development plans are subject to the protest provisions of Sec. 12.307.

**12.404.I Approval Criteria**

In order to approve a PD development plan, the City Council must make all of the following determinations:

1. The development plan generally is consistent with the approved concept plan and the standards and conditions set forth in the PD district adopting ordinance;
2. The plan provides for a compatible arrangement of buildings and land uses within the project;
3. The general plan for traffic circulation and pedestrians provides for adequate and safe circulation inside and external to the development, consistent with the adopted thoroughfare plan;
4. The general plan for accommodation of floodwaters and drainage is adequate;

5. The plan does not adversely affect adjoining neighborhoods or properties outside the plan, taking into consideration proposed buffers;
6. The amenities proposed in the development plan application, if any, are sufficient to justify increased densities or intensities on the site; and
7. The sequence of development and timing of the phases are consistent with the overall phasing of capital facilities intended to serve the site and with the City's overall growth.

#### 12.404.J **Approving Ordinance**

The ordinance approving the development plan, whether approved as part of the PD map amendment or after the PD map amendment and concept is approved, must include at a minimum the following information. The development plan must be incorporated as an exhibit to the ordinance:

1. A table of the specific land uses permitted in the area subject to the development plan, together with a description of the tracts or subareas to which such uses are restricted;
2. The residential densities and nonresidential intensities of each permitted land use;
3. A table showing the dimensions of each permitted land use, including the following information:
  - a. Minimum lot area;
  - b. Minimum lot width and depth;
  - c. Minimum front, side, and rear yard areas;
  - d. Maximum height of buildings;
  - e. Minimum parking standards for each multi-unit residential and nonresidential land use;
4. A description of the elements of the general circulation plan to serve the development;
5. Provisions governing amenities, if any, to serve the area subject to the development plan; and
6. Such additional conditions as are applicable to development within the area subject to the development plan, as established by the City Council.

#### 12.404 **Final Step: PD Site Plans**

Approval of PD site plans for development on individual building lots, parcels or tracts within the project is the final step of the PD approval process. Such reviews are intended to help ensure that all construction and development are consistent with the approved development plan and standards for the PD district.

##### 12.404.A **Timing; Lapse of Approval**

A PD site plan must be submitted for approval within ~~2~~ years of the ~~date that the development plan was approved~~. If a PD site plan is not submitted within such period, the development plan approval will be deemed to have lapsed and no PD site plan may be accepted for processing. In the event of lapse of approval, the City Council may institute proceedings to determine whether the development plan for the property should be modified or the property subject to the development plan should be reclassified in another zoning district, and whether to revoke or reinstate the developer's authorization to submit a site plan.

Effective Date of this  
Development Code.

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12.404.B **Review and Action by City Planner**

1. The City Planner is authorized to review and take action on PD site plans. The City Planner must approve a PD site plan if it complies with the approved development plan, all conditions of development plan approval and all of the following criteria:
  - a. The plan complies with the approved development plan;
  - b. The plan complies with all standards and conditions set forth in the ordinance approving the development plan;
  - c. Unless modified by the ordinance approving the development plan, the plan complies with the following additional standards generally applicable to development within the City, as set forth in this Development Code:
    - (1) Performance standards; and
    - (2) Setback, landscaping and off-street parking and loading standards;
  - d. The plan provides for appropriate ingress and egress points for access, parking and loading, including existing and proposed ingress/egress/access easements, queuing and internal circulation;
  - e. The plan provides for fire safety and adequate measures for fire control and dealing with fire or explosive hazard; and
  - f. The plan provides for adequate utilities, roads, drainage, and other infrastructure, as required by the City's Development Codes.
2. The City Planner may establish conditions and require modifications to ensure that the PD site plan is consistent with the approved development plan and the approval criteria in this section.
3. If the City Planner disapproves a PD site plan or imposes conditions, the applicant may appeal the decision to the City Council by filing a written request with the City Planner within 10 days of the decision.

12.404.C **Effect of Approval**

Approval of PD site plans must occur before a building permit may be issued for the subject property.

12.404.D **Lapse of Approval**

1. An approved PD site plan will lapse and have no further effect ~~24~~ months after it is approved, unless:
  - a. A building permit has been issued (if required); or 48
  - b. A certificate of occupancy has been issued.

12.404.E The Planning Commission is authorized to extend the expiration period for good cause on up to 2 separate occasions, by up to one year each. Requests for extensions must be submitted to the City Planner and forwarded to the Planning Commission for a final decision.

12.404.F A conditional use also lapses upon revocation of a building permit or a certificate of occupancy, for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the approved PD site plan.

12.405 **PD Project Review**

If the City Council finds that conditions imposed on development of the planned development project have not been timely fulfilled, or for any other reasons related to reasonable exercise of the powers conferred by Texas *Local Government Code* Chapter 211, that the zoning district classification of the PD district should be reexamined, the City Council may initiate review of the PD district in order to determine whether the authorized uses, standards and conditions applicable to development within the district should be changed for part or all of the undeveloped land within the district. If the City Council makes such determination, it must refer the matter to the Planning Commission for its recommendation and thereafter take appropriate action to modify the uses, standards or conditions applicable to development within the district in accordance with procedures applicable to zoning district amendments.

Effective on: 2/22/2023

Reserved

## **~~12.500 HISTORIC PRESERVATION OVERLAY DISTRICT MAP AMENDMENTS~~**

### **~~12.501 Intent~~**

~~The Historic Preservation (HPO) Overlay district map amendment procedures of this section govern the establishment, amendment or repeal of any HP Overlay district (see Sec. 3.400).~~

### **~~12.502 Authority to File~~**

~~HP Overlay map amendments may be initiated by the City Council, Historic Preservation Commission or the owner of the real property that is the subject of the proposed map amendment or by the subject property owner's authorized agent. Any request initiated by the City Council or Historic Preservation Commission is subject to the approval of the property owner before its consideration.~~

### **~~12.503 Compliance with Zoning District Map Amendment Procedures~~**

~~At a minimum, the zoning district map amendment procedures of Sec. 12.300 apply and must be followed for all HP Overlay map amendments, including all requirements for public notice and hearings and the rights of property owners to protest the amendment.~~

### **~~12.504 Review and Recommendation—Historic Preservation Commission~~**

~~12.506.A After notification of all owners of property within the proposed HP Overlay, the Historic Preservation Commission must hold a public hearing to consider the map amendment.~~

~~12.506.B At the Historic Preservation Commission's public hearing, property owners, interested parties and technical experts must be given an opportunity to present testimony or documentary evidence that will become part of the record regarding the historic, architectural or cultural importance of the proposed historic landmark or district to be included within the HP Overlay.~~

~~12.506.C Following the close of the public hearing, the Historic Preservation Commission must act by simple majority vote to recommend that the proposed overlay district map amendment be approved, approved with modifications, or denied and transmit its recommendations to the Planning Commission. The report and recommendation must include specific findings regarding the proposed map amendment's consistency with the HP Overlay criteria of Sec. 12.506. The report must include a map showing the boundaries of the proposed HP Overlay boundaries.~~

### **~~12.505 Review by Planning Commission; Final Decision by City Council~~**

- ~~12.506.A Following review and recommendation by the Historic Preservation Commission, the proposed HP Overlay amendment must be forwarded to the Planning Commission for review and recommendation, and then, following review and recommendation by the Planning Commission, the matter must be forwarded to the City Council for final decision.~~
- ~~12.506.B The Planning Commission must make its recommendation to the City Council within 45 days of the date that the Planning Commission's hearing is closed.~~
- ~~12.506.C The City Council must conduct its hearing within 45 days of receipt of the Planning Commission recommendation.~~
- ~~12.506.D Upon designation of an HP Overlay, the designated boundaries must be recorded in the official public records of real property of Walker County, the tax records of the City of Huntsville and the Walker County Appraisal District as well as the official zoning district map of the City of Huntsville.~~
- 12.506 HP Overlay Approval Criteria**
- ~~12.506.A An individual (landmark) property may be designated as an HP Overlay if it substantially complies with 2 or more of the following:~~
- ~~1. Possesses significance in history, architecture, archeology, or culture;~~
  - ~~2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;~~
  - ~~3. Is associated with events that have made a significant impact in the past;~~
  - ~~4. Represents the work of a master designer, builder, or craftsman;~~
  - ~~5. Embodies the distinctive characteristics of a type, period, or method of construction; or~~
  - ~~6. Represents an established and familiar visual feature of the City.~~
- ~~12.506.B Multiple properties may be designated as an HP Overlay district area if the area substantially complies with both of the following:~~
- ~~1. Contains properties and an environmental setting which meet 2 or more of the criteria for designation of an individual landmark property (see §12.506.A); and~~
  - ~~2. Constitutes a distinct section of the City.~~
- ~~12.506.C Properties that are listed as a Recorded Texas Historic Landmark (RTHL), State Archeological Landmark (SAL) or listed on the National Register of Historic Places (NR) may be considered for HP Overlay designation as recognized local historic landmarks.~~

Effective on: 2/22/2023

Reserved

## **12.600 CERTIFICATES OF APPROPRIATENESS**

### **12.601 Applicability**

- ~~12.606.A Within any HP Overlay district, a Certificate of Appropriateness must be obtained in accordance with this section before performing any construction, reconstruction, alteration, restoration, rehabilitation, or relocation of any historic landmark or any property within a historic district. A Certificate of Appropriateness is also required before making any material change in light fixtures, signs, fences, steps, or other exterior elements that are visible from a public right of way and that affect the appearance and cohesiveness of any historic landmark or any property within a historic district.~~

- ~~12.606.B A Certificate of Appropriateness must be obtained in accordance with the procedures of this section before demolishing any building or structure within an HP Overlay.~~
- ~~12.606.C Certificates of Appropriateness are not required for ordinary maintenance and repair of any exterior architectural feature that does not involve a change in design, material, or outward appearance. In-kind replacement or repair is included in this definition of ordinary maintenance.~~
- ~~12.606.D No building or demolition permits may be issued for properties within an HP Overlay until a Certificate of Appropriateness is obtained. The Certificate of Appropriateness required by this section is in addition to and not in lieu of any other building or demolition permit that may be required by any other ordinance of the City of Huntsville.~~

#### **12.602 Authority to File**

~~Applications for Certificates of Appropriateness may be filed only by the subject property owner or by the subject property owner's authorized agent.~~

#### **12.603 Application Filing**

~~Complete applications must be filed with the Historic Preservation Officer in a form established by the City. The application must include at least the following information:~~

- ~~12.606.A Name, address, telephone number of applicant;~~
- ~~12.606.B Name, address, and telephone number of the property owner;~~
- ~~12.606.C A detailed description of the proposed work;~~
- ~~12.606.D Location and photographs of the property and adjacent properties;~~
- ~~12.606.E Elevation drawings of the proposed changes, if available;~~
- ~~12.606.F Samples of materials to be used;~~
- ~~12.606.G If the proposal includes signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination (if any), and a plan showing the sign's location on the property; and~~
- ~~12.606.H Any other information that the Historic Preservation Commission deems necessary in order to visualize the proposed work.~~

#### **12.604 Meeting and Final Decision—Historic Preservation Commission**

- ~~12.606.A The Historic Preservation Commission must review the application at a regularly scheduled meeting within 60 days of the date that a complete application is received, at which time an opportunity must be provided for the applicant to be heard. The Historic Preservation Commission must approve, deny, or approve with modifications the application within 45 days after the review meeting. If the Historic Preservation Commission does not act within 90 days of the receipt of a complete application, a permit may be granted.~~
- ~~12.606.B All decisions of the Historic Preservation Commission must be in writing and must state its findings pertaining to the approval, denial, or modification of the application. A copy must be sent to the applicant. Additional copies must be filed as part of the City of Huntsville's records on that property and dispersed to appropriate departments.~~
- ~~12.606.C An applicant for a Certificate of Appropriateness dissatisfied with the action of the Historic Preservation Commission relating to the issuance or denial of a Certificate of Appropriateness has the right to appeal to the City Council~~



~~within 30 days after receipt of notification of such action. The City Council must hold a public hearing and make its decision on the matter within 45 days of receiving the appeal notice.~~

#### ~~12.605 Standards and Review Criteria~~

~~In considering an application for a Certificate of Appropriateness, the Historic Preservation Commission must be guided by any adopted design guidelines, and where applicable, by the Secretary of the Interior's *Standards for Rehabilitation of Historic Buildings*. Any adopted design guidelines and Secretary of the Interior's standards must be made available to the property owners of historic landmarks or property located within historic districts. The following items, as appropriate, must be considered in the application for a Certificate of Appropriateness:~~

- ~~12.606.A Every reasonable effort must be made to adapt the property in a manner that requires minimal alteration of the building, structure, object, or site and its environment.~~
- ~~12.606.B The distinguishing original qualities or character of a building, structure, object, or site and its environment may not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.~~
- ~~12.606.C All buildings, structures, objects, and sites must be recognized as products of their own time. Alterations that have no historical basis and that seek to create an earlier appearance are discouraged.~~
- ~~12.606.D Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance must be recognized and respected.~~
- ~~12.606.E Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, object, or site must be kept where possible.~~
- ~~12.606.F Deteriorated architectural features must be repaired rather than replaced wherever possible. In the event replacement is necessary, the new material must reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features must be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.~~
- ~~12.606.G The surface cleaning of structures must be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials may not be undertaken.~~
- ~~12.606.H Every reasonable effort must be made to protect and preserve archeological resources affected by, or adjacent to, any project.~~
- ~~12.606.I Contemporary design for alterations and additions to existing properties are not discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.~~
- ~~12.606.J Whenever possible, new additions or alterations to buildings, structures, objects, or sites must be done in such a manner that, if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object or site would be unimpaired.~~

## 12.606 ~~Economic Hardship Process~~

- ~~12.606.A After receiving written notification from the Historic Preservation Commission of the denial of a Certificate of Appropriateness, an applicant may commence the hardship process of this subsection. No building permit or demolition permit may be issued unless the Historic Preservation Commission makes a finding that an economic hardship exists.~~
- ~~12.606.B When a claim of economic hardship is made due to the effect of the historic preservation requirements of this Development Code, the applicant or property owner must prove that:~~
- ~~1. The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible;~~
  - ~~2. The property cannot be adapted for any other use, whether by the current owner or by a purchaser, that would result in a reasonable return; and~~
  - ~~3. Efforts to find a purchaser interested in acquiring the property and preserving it have failed.~~
- ~~12.606.C The applicant must consult in good faith with the Historic Preservation Commission, local preservation groups and interested parties in a diligent effort to seek an alternative that will result in preservation of the property. Such efforts must be shown to the Historic Preservation Commission.~~
- ~~12.606.D The Historic Preservation Commission must hold a public hearing on the application within 60 days of the date that a complete application is received by the Historic Preservation Commission. Following the hearing, the Historic Preservation Commission has 30 days in which to prepare a written decision on the application. If the Historic Preservation Commission does not act within 90 days of the receipt of the application, a permit may be granted.~~
- ~~12.606.E All decisions of the Historic Preservation Commission must be in writing and must state its reasons for granting or denying the hardship application. A copy must be sent to the applicant and filed with the Historic Preservation Officer for public inspection.~~
- ~~12.606.F An applicant for economic hardship relief who is dissatisfied with the action of the Historic Preservation Commission relating to the issuance or denial of a Certificate of Appropriateness, has the right to appeal to the City Council within 30 days after receipt of notification of such action. The City Council must hold a public hearing and makes its decision on the matter within 45 days of receiving the appeal notice.~~

## 12.700 SUBDIVISION PLATS

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### 1 ~~Purposes~~

The subdivision review and approval procedures of this section are intended to help:

- A Facilitate the creation of accurate and permanent public records of the separate interests created and conveyed by the subdivision of land, thereby helping to protect private property rights; and
- B Ensure that proposed lots are capable of being built upon in accordance with applicable City regulations.

### 2 ~~Applicability~~

Except as otherwise expressly exempted, subdivisions of property within the City limits or the City's extraterritorial jurisdiction are required to be approved in accordance with state law and the applicable plat approval procedures of this article before any of the following occurs:

- A The division of land (for any purpose) into 2 or more parcels, to lay out a subdivision of the tract, including an addition to the City, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on to or adjacent to the streets, alleys, squares, parks or other parts;
- B Development on a parcel not previously legally subdivided;
- C Resubdivision of land that has previously been platted; or
- D Amendment of any approved plat.

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### Exemptions

All of the following are expressly exempt from the subdivision plat approval procedures of this section (Sec. 12.700):

- A A division of land into parcels greater than 5 acres in area when each parcel has street access and no public improvements are dedicated;
- B Division of property that results from a governmental entity's land acquisition for public facilities such as street right-of-way;
- C Any lot or lots forming a part of a subdivision created and recorded before July 26, 1983 or before the date on which the City's subdivision regulations applied to the property through extension of the City's extraterritorial jurisdiction;
- D A division of land performed by a political subdivision of the state, as defined in Chapter 245 of the Texas *Local Government Code*. Entities who choose to plat voluntarily must comply with all of the applicable requirements;
- E A division of land created by order of a court with competent jurisdiction;
- F Leases that do not involve the actual division of land, such as:
  - 1. Agricultural leases, fishing leases, grazing leases, and hunting leases;
  - 2. Leases that pertain to existing identified commercial or residential units; and
  - 3. Sign leases;
- G Easements that do not involve the division of land;
- H The laying out of cemetery plots in a cemetery or addition to a cemetery if no public street is constructed or dedicated.

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### Determination of Applicability

- A Upon receipt of a complete application, and in compliance with Section 212.0115 of the Texas *Local Government Code*, the City Planner is authorized to make the following determinations:
  - 1. Whether a plat is required for the subject tract; and
  - 2. If a plat is required, whether it has been prepared and whether it has been reviewed and approved.
- B The City Planner may require additional information and documents be provided by the applicant in order to make the requested determination.

- C If the City Planner determines that a plat is not required, the City Planner must issue to the requesting party a written certification of that determination. If it is determined that a plat is required and that the plat has been prepared and has been reviewed and approved, the City Planner must issue to the requesting party a written certification of that determination.
- D The City Planner must make the determination of applicability within 20 days of the date of receipt of a complete application and must issue the certificate, if applicable, no later than 10 days after the date the determination is made.
- E The decision of the City Planner is appealable to the Planning Commission.

## 5 Subdivision (Plat) Approval Procedure Generally

Except as otherwise expressly stated in this section (Sec. 12.700), the subdivision plat approval process requires preliminary plan approval and final plat approval. Prior to the submission of a preliminary plan application required by this Development Code, applicants are encouraged to schedule and attend an optional preapplication meeting (see Sec. 12.103).

## 6 Minor Plats

### A Applicability

The City Planner is authorized to approve the following in accordance with the minor plat approval procedures of this section:

1. Amending plats, as described in Section 212.016 of the *Texas Local Government Code*;
2. Plats or replats involving 4 or fewer lots fronting on an existing street and not requiring the creation of any new street or extension of municipal facilities, as described in Section 212.0065 of the *Texas Local Government Code*; and
3. A replat, as described in Section 212.0145 of the *Texas Local Government Code*, that does not require the creation of any new street or the extension of municipal facilities.

### B Procedure

1. Minor plat approval requires submission of a final plat, as described in Sec 12.708. No preliminary plan is required. The minor (final) plat must be reviewed by the City Planner for compliance with all applicable requirements of this Development Code.
2. Within 30 days of receipt of a complete minor plat application and final plat, the City Planner must approve the plat, approve the plat with conditions or recommend denial of the plat. If the plat is recommended for denial, it must be forwarded to the Planning Commission for final action at their next available meeting. The City Planner may also elect, for any reason, to forward a proposed minor plat to the Planning Commission for final action.

*Commentary: The 30-day requirement for plat approval is imposed by state law. The City's typical practice is to act on minor plats within 10 days.*

3. If forwarded to the Planning Commission, the Planning Commission must approve, disapprove, or conditionally approve the plat within 30 days of the date that it is forwarded as set forth in Section 212.009(a) of the *Texas*

*Local Government Code*. Upon applicant request in writing, and upon approval by the Planning Commission, the approval period may be extended for a period not to exceed 30 days as set forth in Section 212.009(b-2) of the *Texas Local Government Code*. Planning Commission conditional approval or disapproval of a plat shall follow the procedures set forth in Section 212.0091, 212.0093, 212.0095, 212.0096, 212.0097, and 212.0099 of the *Texas Local Government Code*.

12.706.C **Recordation**

After approval by the City Planner or Planning Commission, and when all requirements and conditions have been met, the approved plat must be recorded in the office of the Walker County clerk.

12.707 **Preliminary Plans**

12.707.A **Applicability**

Major subdivisions are those that do not meet the minor plat applicability provisions of §12.706.A. Review and approval of a preliminary plan is required for all major subdivisions, except as otherwise expressly stated or unless the Planning Commission approves a consolidated preliminary and final plat.

12.707.B **Purpose**

The purpose of preliminary plan review and approval is to allow the Planning Commission to evaluate the proposed subdivision for compliance with applicable regulations of this Development Code and to evaluate construction plans for public improvements or to provide adequate security for construction of public improvements.

12.707.C **Application Filing**

Complete applications for preliminary plan approval must be filed with the City Planner.

12.707.D **Review and Recommendation by City Planner**

The City Planner must review the preliminary plan and recommend approval, approval with conditions or disapproval based on the plan's compliance with the following:

1. The Comprehensive Plan;
2. The infrastructure and public improvement standards of [Article 10](#); and
3. Other applicable provisions of this Development Code.

12.707.E **Review and Final Action by Planning Commission**

1. The City Planner must forward the preliminary plan to the Planning Commission for review when it meets all of the technical terms and conditions of this Development Code, or the applicant has filed an application for a waiver or modification of the infrastructure and public improvement standards of [Article 10](#). (See §12.711 for waiver and modification procedures)
2. The Planning Commission must act to approve conditionally approve or disapprove the preliminary plan within 30 days of receipt of a complete application as set forth in Section 212.009(a) of the *Texas Local Government Code*. If action is not taken within the required 30-day period, the plat will be deemed approved. Planning Commission conditional

approval or disapproval of a plan shall follow the procedures set forth in Sections 212.0091, 212.0093, 212.0095, 212.0096, 212.0097, and 212.0099 of the *Texas Local Government Code*.

3. Upon applicant request in writing, and upon approval by the Planning Commission, the approval period may be extended for a period not to exceed 30 days as set forth in Section 212.009(b-2) of the *Texas Local Government Code*.

12.707.F **Effect of Preliminary Plan Approval**

Approval of a preliminary plan shall mean the following:

1. Once a preliminary plan application is approved by the Planning Commission, the applicant may continue the major subdivision approval process by submitting construction plans and a final plat application.
2. Approval of a preliminary plan does not constitute approval of a final plat. Application for approval of a final plat will be considered only after the requirements for preliminary plan approval have been fulfilled and after all other specified conditions have been met.

12.707.G **Lapse of Approval**

1. If a final plat is not filed with the City Planner within 24 months of the date of approval of the preliminary plan, the preliminary plan will be deemed to have lapsed and be of no further effect. The Planning Commission may, upon written application of the applicant, extend the preliminary plan approval one time for up to 12 additional months. The extension request must be filed with the City Planner at least 30 days before the preliminary plan's expiration date.
2. Each final plat that is a phase of an approved preliminary plan extends the expiration date of the preliminary plan an additional 24 months from the date the previous final plat was approved by the Planning Commission.

12.707.H **Preliminary Plan Amendments**

1. **Minor Amendments.**

Minor amendments of an approved preliminary plan may be incorporated in an application for approval of a final plat without the necessity of filing a new application for approval of a preliminary plan. Authorized minor amendments include adjustment in street or alley alignments and lengths, adjustment in lot lines that do not result in creation of additional developable lots, or adjustments to utility or access easements. Minor amendments must comply with all applicable regulations of this Development Code and may not increase the extent of any previously approved waiver.

2. **Major Amendments**

All proposed amendments to an approved preliminary plan that do not constitute a minor amendment are considered a major amendments and require approval of a new preliminary plan application. Examples of major amendments include any increase in the number of developable lots, additions or rerouting of streets and modification of parkland.

3. **Amendment Determination**



The applicant must provide a written description of proposed amendments to an approved preliminary plan. The City Planner is authorized to determine whether the proposed amendments are deemed minor or major amendments. At the discretion of the City Planner, a new preliminary plan application that proposes major amendments may be processed simultaneously with a final plat application.

4. **Retaining Previous Approval**

If the proposed major amendments are not approved or if the applicant is unwilling to accept the terms and conditions required by the Planning Commission, the applicant may withdraw the proposed preliminary plan amendments by written request and retain the previously approved preliminary plan.

12.708 **Final Plats**

12.708.A **Applicability**

Final plat review is required for all major subdivisions and is the procedure used for approval of minor plats (See Sec. 12.706).

12.708.B **Purpose**

The purpose of a final plat is to record the subdivision of property including an accurate description of blocks, rights-of-way, easements, building lines and street names.

12.708.C **Application Filing**

Complete applications for final plat approval must be filed with the City Planner.

12.708.D **Review and Action**

1. The City Planner is authorized to approve minor plats (final plats).
2. A final plat for a major subdivision requires review and recommendation by the City Planner and review and approval by the Planning Commission.
3. The Planning Commission must act to approve, conditionally approve or disapprove the final plat within 30 days receipt of a complete application as set forth in Section 212.009(a) of the *Texas Local Government Code*. If action is not taken within the required 30-day period, the plat will be deemed approved. Planning Commission conditional approval or disapproval of a plat shall follow the procedures set forth in Sections 212.0091, 212.0093, 212.0095, 212.0096, 212.0097, and 2112.0099 of the *Texas Local Government Code*.
4. Upon applicant request in writing, and upon approval by the Planning Commission, the approval period may be extended for a period not to exceed 30 days as set forth in Section 212.009(b-2) of the *Texas Local Government Code*.
5. No final plat may be approved unless the plat is determined to (a) be in substantial conformance with the approved preliminary plan (if applicable) and the Comprehensive Plan and (b) comply with the infrastructure and public improvement standards of [Article 10](#) and all other applicable provisions of this Development Code.

12.708.E **Recordation**

1. After approval by the City Planner or Planning Commission, as applicable, and when all requirements and conditions have been met, the approved final plat must be recorded in the office of the Walker County clerk.
2. If infrastructure and public improvements are required for the proposed subdivision, the following are required before the approved final plat may be recorded.
  - a. Engineering and construction documents must be approved by the City Engineer;
  - b. Any required dedications and easements must be reviewed and determined acceptable by the City in recordable form; and
  - c. All required infrastructure and public improvements must either (a) be in place and accepted by the City or (b) a financial guarantee must be provided in accordance with Sec. 10.300.
3. If the approved final plat is not recorded within 18 months of the date of approval by the Planning Commission, the previous approval will lapse and be of no further effect.

#### 12.709 Vacating Plat

Vacating plats, as described in Section 212.013 of the *Texas Local Government Code* require review and approval in accordance with the same procedures used for approval of final plats (see Sec. 12.708). Once recorded, a vacating plat has the effect of returning the property to its previous (platted or unplatted) condition.

#### 12.710 Replats

##### 12.710.A When Required

Except as otherwise expressly stated in this article, replats of any portion of an already approved final plat, other than to amend or vacate the plat, require review and approval in accordance with the same procedures used for approval of final plats (see Sec. 12.708).

##### 12.710.B Replatting Without Vacating Preceding Plat

A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacating that plat if the replat:

1. Is signed and acknowledged by only the owners of the property being replatted; and
2. Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat.

##### 12.710.C Additional Requirements for Residential Replats

###### 1. Applicability

Pursuant to Section 212.015 of the *Texas Local Government Act*, the additional residential replat requirements of this subsection apply whenever:

- a. During the preceding 5 years, any of the area to be replatted was limited by an interim or permanent zoning districts classification to residential use for not more than 2 residential units per lot; or
  - b. Any lot in the preceding plat was limited by deed restrictions to residential use for not more than 2 residential units per lot.
- ###### 2. Public Hearing Notice

Residential replats require public notice hearing before the Planning Commission. Notice of the Planning Commission's public hearing must be published in accordance with §12.106.B. The notice must be published at least 16 days before the public hearing.

Notice of the hearing must also be mailed, in accordance with §12.106.A, to the owners of lots that are in the original subdivision and that are within 300 feet of the lots to be replatted. Required notices must be mailed at least 16 days before the Planning Commission's public hearing.

### 3. Written Protest

a. Residential replats may be approved by a simple majority vote, except that if the proposed residential replat requires a modification or waiver of subdivision standards and a valid protest petition is filed against the replat, approval of the replat requires a favorable vote of at least 75% of the Planning Commission members who are present and qualified to vote on the matter.

b. A written protest of a residential replat will be deemed valid only if it is signed and acknowledged by the owners of at least 20% of the area of the lots to whom mailed notice is required to be given under § 12.710.C2.

#### 12.711 Modifications and Waivers of Subdivision Standards

The Planning Commission is authorized to approve, approve with conditions, or disapprove modifications and waivers of the infrastructure and public improvement standards of Article 10. Such waivers and modifications must be reviewed as approved in conjunction with review and approval of the preliminary subdivision plan. In order to approve a waiver or modification, the Planning Commission must find that:

12.711.A There are special circumstances or conditions affecting the property;

12.711.B The waiver or modification is necessary for reasonable and appropriate development of the property in question and is not a greater modification or waiver than is required to allow reasonable and appropriate development of the subject property; and

12.711.C Granting the waiver or modification will not be detrimental to the public welfare or injurious to other property in the vicinity in which the subject property is situated.

Effective on: 2/22/2023

## 12.800 CONDITIONAL USES

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### 12.801 Intent

The conditional use approval procedure of this section is intended to provide a transparent, public review process for land uses that, because of their widely varying design and operational characteristics, require case-by-case review in order to determine whether they will be compatible with surrounding uses and development patterns.

### 12.802 Applicability

All uses listed as conditional uses in Sec. 4.100 require review and approval in accordance with the procedures of this section.

### 12.803 Initiation of Application

Conditional use applications may be initiated only by the owner of the subject property or by the subject property owner's authorized agent.

**12.804 Review and Report—City Planner**

Upon receipt of a complete conditional use application, the City Planner must prepare a report and recommendation on the proposed conditional use. The report must be transmitted to the Planning Commission before their public hearing on the conditional use matter.

**12.805 Notice of Hearings**

**12.805.A Planning Commission**

Notice of the Planning Commission's required public hearing on a conditional use application must be mailed and posted, in accordance with §12.106.A and §12.106.C. Required notices must be mailed and posted at least 11 days before the Planning Commission public hearing.

**12.805.B City Council**

Notice of the City Council's required public hearing on a conditional use application must be published in accordance with §12.106.B. The notice must be published at least 16 days before the City Council public hearing.

**12.806 Hearing and Recommendation—Planning Commission**

The Planning Commission must hold a public hearing on the proposed conditional use. Following the close of the hearing, the Planning Commission must act by simple majority vote to recommend that the proposed conditional use be approved, approved with conditions, or denied and transmit its recommendations to the City Council.

**12.807 Final Action—City Council**

12.807.A Following receipt of the Planning Commission's recommendation, the City Council must hold a public hearing on the proposed conditional use. Following the close of their public hearing, the City Council must act to approve the proposed conditional use, approve the proposed amendment with conditions or deny the proposed conditional use. The City Council may also remand the proposed conditional use application to the Planning Commission for further consideration.

12.807.B Conditional use applications may be approved by a simple majority vote.

**12.808 Review and Approval Criteria**

No conditional use may be recommended for approval or approved unless the respective review or decision-making body determines that evidence has been submitted to support each of the following conclusions:

12.808.A That the proposed use is consistent with the Comprehensive Plan;

12.808.B That adequate utilities, roads, drainage and other necessary infrastructure facilities and public services are or will be available to serve proposed use; and

12.808.C That the proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.

12.808.D The proposed use meets all supplemental regulations for the subject use.

**12.809 Lapse of Approval**

- 12.809.A An approved conditional use application will lapse and have no further effect 18 months after it is approved by the City Council, unless:
1. A building permit has been issued (if required);
  2. A certificate of occupancy has been issued; or
  3. The conditional use has been lawfully established.
- 12.809.B The City Council is authorized to extend the expiration period for good cause on up to 2 separate occasions, by up to one year each. Requests for extensions must be submitted to the City Planner and forwarded to the City Council for a final decision.
- 12.809.C A conditional use also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the conditional use approval.
- 12.810 **Transferability**
- Conditional use approval runs with the land and is not affected by changes of tenancy, ownership, or management.
- 12.811 **Amendments**
- Amendments to approved conditional uses may be approved in accordance with the following requirements. The conditional use amendment procedures may not be used to vary or modify Development Code requirements.
- 12.811.A **Minor Amendments**
1. The City Planner is authorized to approve the following minor amendments to approved conditional uses:
    - a. Any amendments expressly authorized as minor amendments at the time of conditional use approval;
    - b. The addition of customary accessory uses and structures; and
    - c. Changes to the development site or to structures necessitated by engineering, architectural or physical limitations of the site that could not have been foreseen at the time the conditional use was approved and that are not otherwise classified as major amendments pursuant to §12.811.B.
  2. Applications for minor amendments to approved conditional uses must be filed in a form established by the City Planner. If no action is taken on the minor amendment application within 15 days of filing of a complete application, the minor amendment is deemed denied.
- 12.811.B **Major Amendments**
1. All of the following constitute major amendments to approved conditional uses:
    - a. An increase in overall building coverage by more than 5%;
    - b. An increase in building height by more than 10% or 5 feet, whichever is less;
    - c. An overall reduction in the amount of usable open space, common open space or landscaping;
    - d. A reduction in off-street parking by more than 10% or one space, whichever results in a greater reduction;

- e. A change in the vehicle circulation pattern that would increase points of access, change access to another street or increase projected traffic volumes; and
  - f. Any combination of 3 or more minor changes that were not expressly authorized by the approved conditional use permit.
2. Major amendments to an approved conditional use must be processed as a new conditional use application, including all requirements for fees, notices and public hearings.

Effective on: 2/22/2023

## 12.900 VARIANCES

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### 12.901 Intent

A variance is a grant of relief to a property owner from strict compliance with the regulations of this Development Code. The intent of a variance is not to simply remove an inconvenience or financial burden that may result from compliance with applicable Development Code requirements. Variances are intended to help alleviate an undue hardship that would be caused by the literal enforcement of the subject ordinance requirements. They are intended to provide relief when the requirements of this Development Code render construction or placement of improvements impractical or impossible because of some unique or special characteristic of the subject property itself.

### 12.902 Authorized Variances

The Board of Adjustment is authorized to grant a variance to any regulation in this Development Code in accordance with the variance procedures of this section, except that the variance procedures may not be used to do any of the following:

- 12.902.A Allow a principal use in a zoning district that is not otherwise allowed in that zoning district (i.e., “use variances” are prohibited);
- 12.902.B Waive, modify or amend any definition or use classification;
- 12.902.C Waive, modify or otherwise vary any of the review and approval procedures of this article;
- 12.902.D Waive, vary, modify or otherwise override a condition of approval or requirement imposed by an authorized decision-making body or the state or federal government; or
- 12.902.E Waive, vary or modify subdivision-related standards (i.e., those administered and enforced as part of the subdivision review procedures, including, for example, the infrastructure and public improvement standards of [Article 10](#).)  
Note: waivers and modifications of subdivision-related requirements may be considered concurrently with review of a major subdivision (See Sec. [12.705](#)).

### 12.903 Authority to File

Variance applications may be filed by the subject property owner or by the property owner’s authorized agent.

### 12.904 Application Filing

- 12.904.A A Pre-Application Meeting is required before an application may be filed.
- 12.904.B Complete applications for variances must be filed with the City Planner.

### 12.905 Notice of Hearing



Notice of the Board of Adjustment's required public hearing on a variance request must be mailed and posted, in accordance with §12.106.A and §12.106.C. Notice must also be mailed to any individuals who have, in writing, requested such notification. Required notices must be mailed and posted at least 11 days before the public hearing.

12.906 **Hearing and Final Decision—Board of Adjustment**

12.906.A Following receipt of a complete application, the Board of Adjustment must hold a public hearing within 60 days to consider the requested variance.

12.906.B Following the close of the public hearing, the Board of Adjustment must make its findings of fact and act to approve the requested variance, approve the variance with modifications and/or conditions, or deny the variance request based on the standards and review criteria of Sec. 12.907.

12.906.C Approval of a variance requires an affirmative vote of at least 4 members of the Board of Adjustment.

12.907 **Standards and Review Criteria**

12.907.A No variance may be approved unless the Board of Adjustment finds that the variance to be approved is consistent with the spirit and intent of this Development Code and that strict compliance with the subject provisions would result in an unnecessary hardship for the subject property owner.

12.907.B In its consideration of whether a variance request has met the standard of unnecessary hardship, the Board of Adjustment must make all of the following findings from the evidence presented:

1. The variance is necessary to overcome a condition of the property itself;
2. The condition necessitating the variance is unique to the subject property;
3. The condition necessitating the variance was not created by the subject property owner;
4. Literal enforcement of the subject regulation will deprive the property owner of any economically beneficial use of the subject property;
5. Approval of the variance will not be contrary to the public interest; and
6. Approval of the variance is in keeping with the overall spirit of this Development Code and furthers substantial justice.

12.908 **Transferability**

Approved variances run with the land and are not affected by changes of tenancy, ownership, or management.

12.909 **Amendments**

A request for changes in the specific nature of the approved variance or changes to any conditions attached to an approved variance must be processed as a new variance application, including all requirements for fees, notices and public hearings.

12.910 **Lapse of Approval**

12.910.A An approved variance will lapse and have no further effect one year after it is approved by the Board of Adjustment, unless:

1. A building permit has been issued (if required); or
2. The use or structure has been lawfully established.

12.910.B The Board of Adjustment is authorized to extend the expiration period for good cause on up to 2 separate occasions, by up to 6 months each. Requests for extensions must be submitted to the City Planner before the variance expires. No hearings, notices or fees are required for extensions.

12.910.C A variance also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the variance.

**12.911 Appeals of Final Decisions of the Board of Adjustment**

Any person aggrieved by a variance decision of the Board of Adjustment may appeal the decision to district court. Appeals must be filed with district court of Walker County within 10 days of the date that the Board of Adjustment's decision is filed in the office of the City Planner.

(Ord. No. 2024-20, 09/03/2024)

Effective on: 9/13/2024

## **12.1000 APPEALS OF ADMINISTRATIVE DECISIONS**

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**12.1001 Authority**

The Board of Adjustment is authorized to hear and decide appeals where it is alleged there has been an error in any order, requirement, decision or determination made by the City Planner or any other administrative official in the administration, interpretation or enforcement of this Development Code.

**12.1002 Right to Appeal**

Appeals of administrative decisions may be filed by any person aggrieved by the City Planner's or other administrative official's decision or action. The Board of Adjustment is authorized to make determinations about whether individuals filing appeals are "aggrieved" by the decision or action.

**12.1003 Application Filing**

12.1007.A Complete applications for appeals of administrative decisions must be filed with the City Planner.

12.1007.B Appeals of administrative decisions must be filed within 30 days of the date of the decision being appealed.

**12.1004 Effect of Filing**

The filing of a complete notice of appeal stays all proceedings in furtherance of the action appealed, unless the City Planner certifies to the Board of Adjustment, after the appeal is filed, that, because of facts stated in the certification, a stay would cause immediate peril to life or property, in which case the proceedings will not be stayed unless by a restraining order, may be granted by the Board of Appeals or by a court of record based on due cause shown.

**12.1005 Record of Decision**

Upon receipt of a complete application of appeal, the City Planner or other administrative official whose decision is being appealed must transmit to the Board of Adjustment all papers constituting the record upon which the action appealed is taken.

**12.1006 Notice of Hearing**

Notice of the Board of Adjustment's required public hearing on an appeal of an administrative opinion must be mailed to the applicant, any individuals who have, in writing, requested such notification and any other parties in interest. Required notices must be mailed at least 11 days before the public hearing.

**12.1007 Hearing and Final Decision**

- 12.1007.A The Board of Adjustment must hold a public hearing on the appeal.
- 12.1007.B Following the close of the public hearing, the Board of Adjustment must take action on the appeal. The board's decision must be in writing and be supported by written findings of fact.
- 12.1007.C In exercising the appeal power, the Board of Adjustment has all the powers of the administrative official from whom the appeal is taken. The Board of Adjustment may affirm or may, upon the concurring vote of at least 4 members, reverse, wholly or in part, or modify the decision being appealed.
- 12.1007.D In acting on the appeal, the Board of Adjustment must grant to the official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant.

12.1008 **Review Criteria**

An appeal may be sustained only if the Board of Adjustment finds that the City Planner or other administrative official erred.

12.1009 **Appeals of Final Decisions of the Board of Adjustment**

Any person aggrieved by the decision of the Board of Adjustment may appeal the decision to the District Court. Appeals must be filed with the District Court of Walker County within 10 days of the date that the Board of Adjustment's decision is filed in the office of the City Planner.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

## ARTICLE 13 ADMINISTRATION

### Contents:

**13.100 City Council**

**13.200 Planning Commission**

**13.300 Board of Adjustment**

**13.400 Historic Preservation Commission**

**13.500 Historic Preservation Officer**

**13.600 City Planner**

subject to the terms and  
conditions of

### 13.100 CITY COUNCIL

The City Council is responsible for adopting the regulations and procedures of this Development Code, for confirming appointments to Planning Commission and Board of Adjustment and for carrying out those decision-making responsibilities expressly assigned by this Development Code, including final decision making on:

- 13.101 Development code text amendments (see Sec. 12.200);
- 13.102 Zoning district map amendments (see Sec. 12.300);
- 13.103 Planned development (PD) district concept plans and/or development plans (see Sec. 12.400); and
- 13.104 Conditional uses (see Sec. 12.800)

subject to the terms and  
conditions of

Effective on: 2/22/2023

subject to the terms and  
conditions of

### 13.200 PLANNING COMMISSION

#### 13.201 Creation and Membership

- 13.204.A The Planning Commission must consist of 7 voting members appointed by the Mayor with approval of the City Council. Each member must reside in the City or in the City's extraterritorial jurisdiction.
- 13.204.B The members of the Planning Commission are identified by place numbers 1 through 7. . Members are appointed for a term of 3 years, and serve until the end of their terms or until a successor is appointed and confirmed. Planning commission members may be reappointed.
- 13.204.C When a vacancy occurs, the Mayor, with approval of the City Council, must appoint a person to complete the unexpired term.

#### 13.202 Operation

- 13.204.A The Planning Commission must conduct meetings, take action and operate in accordance with its adopted by-laws, this Development Code and state law.
- 13.204.B The Planning Commission must hold at least one regular meeting each month unless there is no business to conduct, in which case no meeting is required. The Planning Commission may hold special meetings at the call of the chairperson or by the call of a majority of the Planning Commission.
- 13.204.C The Planning Commission must elect a chairperson and vice-chairperson annually.

- 13.204.D The City Planner serves as ex officio (non-voting) secretary of the Planning Commission, with responsibility for keeping minutes, books, files and other records of the Planning Commission and performing other duties as are incidental to the position.
- 13.204.E A quorum, consisting of at least 4 voting members of the Planning Commission, must be present in order to conduct official business.

### 13.203 Responsibilities

The Planning Commission is responsible for assisting with preparation of a Comprehensive Plan and other planning studies and advising the City Council on planning and development-related matters. The Planning Commission is also responsible for carrying out those specific review and decision-making duties assigned by this Development Code, including:

- 13.204.A Reviewing, holding public hearings and making recommendations to the City Council on:
1. Development code text amendments (see Sec. 12.200);
  2. Zoning district map amendments (see Sec. 12.300);
  3. Planned development (PD) district concept plans and/or development plans (see Sec. 12.400); and
  4. Conditional uses (see Sec. 12.800); and
- 13.204.B Reviewing and making final decisions on (subdivision) preliminary plans and final plats, except for those minor plat matters delegated to the City Planner (see Sec. 12.707 [preliminary plans], Sec. 12.708 [final plats] and Sec. 12.706 [minor plats]); and
- 13.204.C Reviewing and making final decisions on Master Development Plans;
- 13.204.D Reviewing and making final decisions on modifications and waivers of subdivision standards (see Sec. 12.711).

### 13.204 Conflict of Interest

Planning commission members must recuse themselves and not participate in any discussion or vote on any matter concerning a business entity or real property in which they have a substantial interest if:

- 13.204.A The vote or decision involving the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- 13.204.B It is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the real property that is distinguishable from the effect on the public.

~~Effective on: 2/22/2023~~

## 13.300 BOARD OF ADJUSTMENT

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### 13.301 Creation and Membership

- 13.304.A The Board of Adjustment consists of 5 voting members and 2 alternate members who may vote in the absence of regular voting members. Members are appointed by the Mayor with approval of the City Council. Each member must reside in the City.
- 13.304.B The members of the Board of Adjustment are identified by place numbers 1 through 5. The terms for places 1, 2 and 3 have terms that end in even-numbered years. The terms for places 4 and 5 end in odd-numbered years.

Members are appointed for a term of 2 years. Members serve until the end of their terms or until a successor is appointed and confirmed. Members of the Board of Adjustment may be reappointed.

13.304.C The 2 alternate members of the Board of Adjustment may participate in all discussions, but are eligible to vote only when one or more regular voting members are unable to do so. The alternate members are designated as alternate "A" and alternate "B." Alternate members serve the same terms as place 4 and place 5 regular members and are subject to appointment and removal in the same manner as regular voting members.

13.304.D When a vacancy occurs, the Mayor, with approval of the City Council, must appoint a person to complete the unexpired term.

### 13.302 **Operation**

13.304.A The Board of Adjustment must conduct meetings, take action and operate in accordance with its adopted by-laws, this Development Code and state law.

13.304.B The Board of Adjustment must elect a Chairperson and Vice-chairperson annually, at the first regularly scheduled meeting after appointments are made.

13.304.C The City Planner serves as ex officio (non-voting) secretary of the Board of Adjustment, with responsibility for keeping minutes, books, files and other records of the Board of Adjustment and performing other duties as are incidental to the position.

13.304.D A quorum, consisting of at least 4 members of the Board of Adjustment, must be present in order to conduct official business.

### 13.303 **Responsibilities**

The Board of Adjustment is responsible for carrying out those specific review and decision-making duties assigned by this Development Code, including conducting public hearings and making final decisions on:

13.304.A Variances (see Sec. 12.900); and

13.304.B Appeals of administrative decisions (see Sec. 12.1000).

### 13.304 **Conflict of Interest**

Board of Adjustment members must recuse themselves and not participate in any discussion or vote on any matter concerning a business entity or real property in which they have a substantial interest if:

13.304.A The vote or decision involving the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

13.304.B It is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the real property that is distinguishable from the effect on the public.

~~(Ord. No. 2024-20, 09/03/2024)~~

~~Effective on: 9/13/2024~~

Reserved

## **13.400 HISTORIC PRESERVATION COMMISSION**

### 13.401 **Creation and Membership**

~~13.403.A The Historic Preservation Commission must consist of 7 voting members appointed by the Mayor with approval of the City Council, with consideration given to the following recommended professions:~~



- ~~1. An architect, Planner, or representative of a design profession;~~
- ~~2. A historian;~~
- ~~3. A licensed realtor;~~
- ~~4. An owner of a landmark or of a property in a historic district; and,~~
- ~~5. A member of Walker County Historical Commission; or~~
- ~~6. Any other resident of Huntsville as deemed appropriate by the City Council.~~

~~13.403.B All Historic Preservation Commission members, regardless of background, must have a known and demonstrated interest, competence, or knowledge in historic preservation within the City of Huntsville.~~

~~13.403.C Historic preservation commission members are appointed for a term of 2 years, with the exception that the initial term of 3 of the members will be one year, and the initial term of the other 4 members will be 2 years.~~

~~13.403.D In addition to the 7 regular members of the Historic Preservation Commission, the Historic Preservation Officer and any other person of experience and knowledge designated by the City Council as special advisor may sit on the Historic Preservation Commission as ex officio members. None of the ex officio members have voting power, but they are authorized to assist the Historic Preservation Commission in its various functions.~~

#### ~~13.402 Operation~~

~~13.403.A A chair and vice chair must be elected annually, by and from the members of the Historic Preservation Commission.~~

~~13.403.B The Historic Preservation Commission must meet at least monthly, if business is at hand. Special meetings may be called at any time by the chair or upon written request of any 2 Historic Preservation Commission members. All meetings must be conducted in conformance with the *Texas Open Meetings Act*.~~

~~13.403.C A quorum, consisting of no less than a majority of the regular voting membership, must be present in order to conduct official business of the Historic Preservation Commission.~~

#### ~~13.403 Responsibilities~~

~~The Historic Preservation Commission is responsible for carrying out those review and decision-making duties expressly assigned by this Development Code, including:~~

~~13.403.A Making recommendations for staff and professional consultants as necessary to carry out the duties of the Historic Preservation Commission;~~

~~13.403.B Preparing rules and procedures as necessary to carry out the business of the Historic Preservation Commission;~~

~~13.403.C Conducting public hearings and providing comments on buildings, objects, sites, structures, and districts for nomination to the National Register of Historic Places and/or to the Texas Historic Commission based on the criteria established in the National Historic Preservation Act of 1966, as amended;~~

~~13.403.D Conducting surveys and maintaining an inventory of significant historic, architectural, and cultural landmarks and all properties located in historic districts within the City;~~

~~13.403.E Recommending the designation of resources as landmarks or historic districts;~~

- ~~13.403.F Maintaining written minutes that record all actions taken by the Historic Preservation Commission and the reasons for taking such actions;~~
- ~~13.403.G Recommending conferral of recognition upon the owners of landmarks or properties within districts by means of certificates, plaques, or markers;~~
- ~~13.403.H Increasing public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs;~~
- ~~13.403.I Making recommendations to the City Council concerning the utilization of state, federal, or private funds to promote the preservation of landmarks and historic districts within the City;~~
- ~~13.403.J Approving or disapproving applications for Certificates of Appropriateness;~~
- ~~13.403.K Preparing and submitting reports to the City Council summarizing the work completed, as appropriate;~~
- ~~13.403.L Preparing specific design guidelines for the review of landmarks and districts;~~
- ~~13.403.M Recommending the acquisition of a landmark structure by the City where its preservation is essential to the purposes identified in Sec. 3.401 and where private preservation is not feasible;~~
- ~~13.403.N Proposing and recommending to the City Council incentive programs for the preservation of designated landmarks or districts;~~
- ~~13.403.O Accepting on behalf of the City the donation of preservation easements and development rights as well as any other gift of value for the purpose of historic preservation, subject to the approval of the City Council; and~~
- ~~13.403.P Providing comments to the Texas Historical Commission on any federal undertakings within a historic district pursuant to Section 106 of the *National Historic Preservation Act of 1966*.~~

Effective on: 2/22/2023

Reserved

## **13.500 HISTORIC PRESERVATION OFFICER**

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~~The City manager is authorized to appoint a qualified City official or staff person to serve as Historic Preservation Officer. The Historic Preservation Officer is responsible for carrying out those duties and responsibilities expressly identified in this Development Code and for advising the Historic Preservation Commission on matters submitted to it. In addition to serving as representative of the Historic Preservation Commission, the Historic Preservation Officer is responsible for coordinating the City of Huntsville's preservation activities with those of state and federal agencies and with local, state and national nonprofit preservation organizations.~~

## **13.600 CITY PLANNER**

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### **13.601 Appointment**

The City manager has the authority to appoint a City Planner.

### **13.602 Responsibilities**

The City Planner is responsible for assisting with preparation of a Comprehensive Plan and other planning studies and advising the Planning Commission, Board of Adjustment and City Council on planning and development-related matters. The City Planner is also responsible for carrying out those specific review and decision-making duties assigned by this Development Code, including:

- 13.602.A Interpreting, administering and enforcing the regulations of this Development Code;
- 13.602.B Reviewing and making recommendations to the Planning Commission and City Council on:
  - 1. Development code text amendments (see Sec. [12.200](#));
    - 1. Zoning district map amendments (see Sec. [12.300](#));
  - 2. Planned development (PD) district concept plans and/or development plans (see Sec. [12.400](#));
  - 3. Preliminary subdivision plans (see Sec. [12.707](#));
  - 4. Conditional uses (see Sec. [12.800](#)); and
  - 5. Master Development Plans (see Sec. [12.1100](#))
- 13.602.C Reviewing and making recommendations to the Planning Commission on final subdivision plats (see Sec. [12.708](#));
- 13.602.D Reviewing and making recommendations to the Board of Adjustment on variances (see Sec. [12.900](#));
- 13.602.E Providing assistance to the City Council, Planning Commission and Board of Adjustment concerning the exercise of their responsibilities under this Development Code; and
- 13.602.F Delegating to staff responsibility for carrying out specific day-to-day functions in the administration and enforcement of this Development Code.

~~Effective on: 2/22/2023~~

## ARTICLE 14 ENFORCEMENT

### Contents:

#### 14.100 Responsibility for Enforcement

#### 14.200 Violations

#### 14.300 Continuing Violations

#### 14.400 Remedies and Enforcement Powers

### 14.100 RESPONSIBILITY FOR ENFORCEMENT

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The City Planner has primary responsibility for enforcing this Development Code.

### 14.200 VIOLATIONS

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Unless otherwise expressly allowed by this Development Code or state law, any violation of a provision of this Development Code—including but not limited to all of the following— may be subject to the remedies and penalties provided for in this Development Code.

- 14.201 To use land or buildings in any way not consistent with the requirements of this Development Code;
- 14.202 To erect a building or other structure in any way not consistent with the requirements of this Development Code;
- 14.203 To sell or divide property that has not been platted as required by this Development Code;
- 14.204 To adjust a lot or tract boundary or consolidate 2 or more lots or tracts of land that has not been platted as required by this Development Code;
- 14.205 To file a plat or map with the Walker County clerk for a land division that has not been approved in accordance with the subdivision plat procedures of this Development Code;
- 14.206 To fail to construct or install a public improvement described on an approved plat or on a document attached to an approved plat;
- 14.207 To install or use a sign in any way not consistent with the requirements of this Development Code;
- 14.208 To engage in the use of a building, structure or land, the use or installation of a sign, or any other activity requiring one or more permits or approvals under this Development Code without obtaining such required permits or approvals;
- 14.209 To engage in the use of a building or land, the use or installation of a sign, or any other activity requiring one or more permits or approvals under this Development Code in any way inconsistent with any such permit or approval or any conditions imposed on the permit or approval;
- 14.210 To violate the terms of any permit or approval granted under this Development Code or any condition imposed on the permit or approval;
- 14.211 To obscure, obstruct or destroy any notice required to be posted or otherwise given under this Development Code;
- 14.212 To violate any lawful order issued by any person or entity under this Development Code; or
- 14.213 To continue any violation after receipt of notice of a violation.

## 14.300 CONTINUING VIOLATIONS

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Each day that a violation remains uncorrected after receiving notice of the violation from the City constitutes a separate violation of this Development Code.

## 14.400 REMEDIES AND ENFORCEMENT POWERS

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### 14.401 Fines

Upon conviction, any person violating or failing to comply with any of the provisions of this Ordinance may be fined not less than \$500 nor more than \$2,000, with each day any violation or noncompliance continues constituting a separate and distinct offense.

### 14.402 Injunctions

The power of injunction, as provided in Texas Revised Civil Statutes, may be exercised in enforcing this Development Code regardless of whether there has been a criminal complaint filed.

### 14.403 Property Owner Rights

In addition to all other remedies and penalties authorized under this Development Code, the right is hereby conferred and extended to any property owner whose property may be affected by a violation of the terms of this Development Code, to bring suit in a court having jurisdiction and obtaining such remedies as may be available at law or in equity for the protection of the rights of such property owner.

### 14.404 Forfeiture and Confiscation of Signs on Public Property

Any sign installed or placed on public property, except in compliance with the regulations of this Development Code, will be forfeited to the public and subject to confiscation. See also Sec. 8.403.

### 14.405 Withholding Services and Denying Permits

The City may refuse to maintain streets, furnish water or sewer service, assign street numbers, or issue building permits for construction of any building for any property in any subdivision, development or in any lot or tract of land in the City that is in violation of this Development Code.

### 14.406 Other Penalties, Remedies and Powers

The City may seek such other penalties as are provided by Texas law, including filing court action to:

14.406.A Enjoin the violation or threatened violation of a requirement of this Development Code;

14.406.B Recover damages in an amount adequate for the City to undertake construction or other activity necessary to cause compliance with this Development Code; and

14.406.C Recover civil penalties, plus court costs and attorneys fees, as allowed by law.

### 14.407 Appeals

Enforcement actions taken by the City Planner or other administrative officials may be appealed by the affected party in accordance with Sec. 12.1000.

## ARTICLE 15 TERMINOLOGY AND DEFINITIONS

### Contents:

#### 15.100 Rules of Language and Interpretation

#### 15.200 Definitions

### 15.100 RULES OF LANGUAGE AND INTERPRETATION

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#### 15.101 Meanings and Intent

Words and terms expressly defined in this Development Code, including those defined in Sec. 15.200, have the specific meanings assigned unless the context indicates another meaning. Words that are not expressly defined in this Development Code have the meaning given in the latest edition of Merriam-Webster's Unabridged Dictionary.

#### 15.102 Computation of Time

15.104.A References to "days" are to calendar days unless otherwise expressly stated. References to "business days" are references to regular city government working days, excluding Saturdays, Sundays and holidays observed by city government.

15.104.B The time in which an act is to be completed is computed by excluding the first day and including the last day. If the last day is a Saturday, Sunday or holiday observed by city government, that day is excluded.

15.104.C A day concludes at the close of business and any materials received after that time will be considered to have been received the following day.

#### 15.103 Tenses and Usage

15.104.A Words used in the singular include the plural. The reverse is also true.

15.104.B Words used in the present tense include the future tense. The reverse is also true.

15.104.C The words "must," "will," "shall" and "may not" are mandatory.

15.104.D The word "may" is permissive, not mandatory or required.

15.104.E When used with numbers, "up to x," "not more than x" and "a maximum of x," all include "x."

15.104.F The word "person" includes a firm, association, organization, partnership, limited liability company, trust company or corporation, as well as an individual.

15.104.G The words "used" and "occupied" include "intended, designed or arranged to be used or occupied."

#### 15.104 Conjunctions

Unless the context otherwise expressly indicates, conjunctions have the following meanings:

15.104.A "And" indicates that all connected items or provisions apply; and

15.104.B "Or" indicates that the connected items or provisions may apply singularly or in combination.

#### 15.105 Headings and Illustrations



Headings and illustrations are provided for convenience and reference only and do not define or limit the scope of any provision of this Development Code. In case of any difference of meaning or implication between the text of this Development Code and any heading, drawing, table, figure or illustration, the text governs.

**15.106 Versions and Citations**

All references in this Development Code to other city, state or federal regulations are to be construed as referring to the most up-to-date version and citation for those regulations, unless otherwise expressly indicated. When the referenced regulations have been repealed and not replaced by other regulations, Development Code requirements for compliance are no longer in effect.

**15.107 Lists and Examples**

Unless otherwise expressly indicated, lists of items or examples that use “including,” “such as,” or similar terms are intended to provide examples only. They are not to be construed as exhaustive lists of all possibilities.

**15.108 Delegation of Authority**

Whenever a provision appears requiring the head of a department or another officer or employee of the city to perform an act or duty, that provision will be construed as authorizing the department head or officer to delegate that responsibility to others over whom they have authority. Delegation of authority is not allowed when the provisions of this Development Code expressly prohibit such delegation.

**15.109 Public Officials and Agencies**

1. Unless otherwise expressly stated, all employees, public officials, bodies and agencies to which references are made are those of the City of Huntsville or individuals or agencies legally authorized to act on behalf of the City of Huntsville.
2. References in this Development Code to the “city” are references to the City of Huntsville.
3. References in this Development Code to the “city council” are references to the Huntsville City Council.

## **15.200 DEFINITIONS**

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**Abut or Abutting**

To touch or have a common boundary.

**Accessory Building**

A building or structure customarily incidental and subordinate to the principal structure and located on the same lot as the principal building. See also §4.201.

**Adjacent**

Lying near or in the immediate vicinity.

**Agriculture**

Any land or building used for pasturage, floriculture, dairying, horticulture, forestry, and livestock or poultry husbandry.

**Agriculture**

Uses such as gardens, farms and orchards that involve the raising and harvesting of food and non-food crops and the raising of farm animals

~~Effective on: 2/22/2023~~

### **Aircraft Landing Area**

Facilities where fixed-wing aircraft or helicopters take off and land, including customary accessory uses and structures.

~~Effective on: 2/22/2023~~

### **Airport**

The Huntsville Municipal Airport.

### **Airport Elevation**

The highest point of an airport's usable landing area measured in feet from mean sea level.

### **Airport Hazard**

Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.

### **Alley**

A legally established private access easement affording a secondary means of vehicular access to abutting property and not intended for general traffic circulation.

### **Alluvial Fan Flooding**

Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

### **All-Weather Surface (or Material)**

Asphalt, concrete or other equivalent city-approved, hard-surface material that is capable of providing protection against potholes, erosion, dust and substantial deterioration. Gravel or crushed stone alone does not qualify as an all-weather surface.

### **Alterations**

Any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls or partitions, columns, beams or girders; or any change which may be referred to herein as "altered" or "reconstructed".

### **Animal Service**

Uses that provide goods and services for the care of animals, including grooming shops, boarding kennels, shelters, training facilities and veterinary clinics.

~~Effective on: 2/22/2023~~

### **Apartment/Condo**

See description in [Table 4-1](#).

### **Apex**

A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

## **Apartment/Condo**

One or more residential buildings occupied by 3 or more dwelling units that share common walls and/or common floors/ceilings.

~~Effective on: 2/22/2023~~

## **Applicant**

A person seeking an action or approval under provisions of this ordinance.

## **Approach**

Transitional, horizontal and conical zones. These zones apply to the area under the approach, transitional, horizontal, and conical surfaces defined in FAR Part 77.

## **Area of Shallow Flooding**

A designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

## **Area of Special Flood Hazard**

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

## **As-Built Drawings (or Plans)**

Plans prepared by a registered professional engineer and certifying that the public improvements are constructed as shown.

## **Assembly and Entertainment**

Uses that provide gathering places for participant or spectator recreation, entertainment or other assembly activities. Assembly and entertainment uses may provide incidental food or beverage service. Typical uses include gun clubs, shooting ranges, riding stables and academies, bowling centers, cinemas, go-cart tracks, miniature golf courses, stadiums, arenas, video arcades, race tracks, fairgrounds, rodeo grounds, water parks, amusement parks and live theater.

~~Effective on: 2/22/2023~~

## **Base Flood**

The flood having a one percent chance of being equaled or exceeded in any given year.

## **Basement**

Any area of the building having its floor sub-grade (below ground level) on all sides.

## **Bedroom, Purpose-Built Shared Housing**

A room intended for occupancy by a single occupant and meeting the requirements of the International Residential Code and International Building Code.

~~Effective on: 4/16/2019~~

## **Berm**

A man-made, formed, earth mound of definite height and width used for obscuring purposes; the intent of which is to provide a transition between uses of differing intensity.

## **Block**

A tract or parcel of land designated as such on a subdivision plat surrounded by streets or other physical obstructions.

## **Boundary Sewer Line**

A sewer line installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

## **Boundary Water Line**

A water line, installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

## **Buffer**

A strip of land, including any specified type and amount of landscape plantings or structures that may be required to protect one type of land use from another, or minimize or eliminate conflicts between them.

## **Buildable Area**

That portion of a building site on which a structure or building improvements may be erected, and including the actual structure, driveway, parking lot, pool, and other construction as shown on the site plan.

## **Building**

See definition in Building Code.

## **Building Height**

See "height, building."

## **Building Line**

Same as minimum required front setback.

## **Building or Tower-mounted Antenna**

The physical device that is attached to a freestanding tower, building or other structure, through which electromagnetic, wireless telecommunications signals authorized by the Federal Communications Commission are transmitted or received.

~~Effective on: 2/22/2023~~

## **Building Service**

Uses that provide maintenance and repair services for all structural and mechanical elements of structures and their surroundings. Typical uses include janitorial, landscape maintenance, extermination, plumbing, electrical, HVAC, window cleaning and similar services.

~~Effective on: 2/22/2023~~

## **Business Support Service**

Uses that provide personnel services, printing, copying, photographic services or communication services to businesses or consumers. Typical uses include employment agencies, day labor hiring services, armored car services, copy and print shops, caterers, telephone answering services and photo developing labs.

~~Effective on: 2/22/2023~~

### **Building, Principal**

A building in which is conducted the main or principal use of the lot on which said building is located.

### **Caliper**

The diameter measurement of the stem or trunk of nursery stock. The location of the measurement depends on the plant type. For fruit trees, small fruits, understock, and seedling trees and shrubs, caliper measurement shall be taken at the root collar or at other points expressly described in ANSI Z60.1. For all other nursery stock, caliper measurement is taken six inches above the ground level for field grown stock and from the soil line for container grown stock, which should be at or near the top of the root flare, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size interval (i.e., from four inches up to, but not including, 4Yi inches). If the caliper measured at six inches is four and one-half inches or more, the caliper shall be measured at 12 inches above the ground level, soil line, or root flare, as appropriate. (See also "Diameter at Breast Height.")

### **Caliper-Existing Tree(s)**

Existing tree caliper shall be determined by measuring the tree width at a point 4½ feet above ground level.

### **Caliper-Replacement Tree(s)**

Replacement tree caliper shall be determined by measuring the tree width at a point 4 to 6 inches above ground level. This measurement is used for measuring nursery stock and is only used for trees that are to be planted or relocated. The minimum caliper of a replacement tree is 2 inches.

### **Car Wash**

A facility for the washing or cleaning of vehicles. A car wash may be:

- A bay or a group of bays with each bay to accommodate one vehicle only where a person uses a high-pressure hose to wash the vehicle by hand;
- An automated conveyor or drive-through bay that allows washing a vehicle while moving through the structure.

~~Effective on: 2/22/2023~~

### **Certificate of Compliance**

A certificate issued by the City to a party or parties intending to initiate any work or change any use of property in the City.

### **City**

The City of Huntsville, Texas.

### **College or University**

Institutions of higher learning (beyond senior high school) that offer courses of general or specialized study and are authorized to grant academic degrees.

~~Effective on: 2/22/2023~~

### **Commercial**

Uses that provide a business service or involve the selling, leasing or renting of merchandise to the general public. The commercial use subcategories are as follows.

~~Effective on: 2/22/2023~~

### **Commercial Message**

Any sign, wording, logo, or other representation that directly or indirectly, names, advertises, or calls attention to a business, product, service or other commercial activity.

### **Commercial Service**

Uses that provide for consumer or business services and for the repair and maintenance of a wide variety of products.

~~Effective on: 2/22/2023~~

### **Commercial Service Uses, All Other**

Commercial service uses other than those more specifically identified above.

~~Effective on: 2/22/2023~~

### **Community Center**

A building and its surrounding premises owned, leased or otherwise controlled by a unit of local government or a school district and that contains rooms or other facilities limited to use for purposes of meetings, gatherings or other functions or activities carried on or performed by or under the supervision of a unit of local government, a school district or a civic, educational, religious or charitable organization.

~~Effective on: 2/22/2023~~

### **Community Garden**

An area managed and maintained by a group of individuals to grow and harvest food crops or non-food crops (e.g., flowers) for personal or group consumption, for donation or for sale that is incidental in nature.

~~Effective on: 2/22/2023~~

### **Community Home**

A community-based residential home occupied by no more than 8 disabled persons and 2 nonresident supervisory personnel and that otherwise complies with the Community Homes for Disabled Persons Location Act, Chapter 123.001, Texas Human Resources Code.

Effective on: 2/22/2023

### **Construction, Existing**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, "existing construction" means structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

### **Construction, New**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

### **Consumer Maintenance and Repair Service**



Uses that provide maintenance, cleaning and repair services for consumer goods on a site other than that of the customer (i.e., customers bring goods to the site of the repair/maintenance business). Typical uses include laundry and dry cleaning pick-up shops, tailors, taxidermists, dressmakers, shoe repair, picture framing shops, gunsmiths, locksmiths, vacuum repair shops, electronics repair shops and similar establishments. Business that offer repair and maintenance service technicians who visit customers' homes or places of business are classified as a "building service."

Effective on: 2/22/2023

### **Correctional Facility (Private)**

A facility not owned or operated by a governmental entity that provides housing and care for individuals legally confined for violations of law.

Effective on: 2/22/2023

### **Critical Feature**

An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

### **Day Care**

Uses providing care, protection and supervision for children or adults on a regular basis away from their primary residence for less than 24 hours per day.

Effective on: 2/22/2023

### **Detached House**

A single dwelling unit on a single lot, with private yards on all sides.

Effective on: 2/22/2023

### **Development**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, "development means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials.

For purposes of administering and interpreting all other provisions of this Development Code, "development" means any of the following (1) Construction of any new building or structure with a total gross floor area of more than 500 square feet; or (2) expansion by more than 25% of any existing building or structure with a total gross floor area of more than 500 square feet.

(Ord. No. 2024-20, 09/03/2024)

Effective on: 9/13/2024

### **Developer**

Any person who improves or subdivides a tract of land or improves or takes any action preparatory to the erection, improvement or movement of any building or structure on a tract of land.

### **Density**

The average number of dwelling units per acre for the entire development, including streets. For density regulations for Purpose-Built Shared Housing, refer to *Purpose-Built Shared Housing Design Criteria*.

Effective on: 4/16/2019

### **Diameter at Breast Height**

The outside bark diameter at breast height. Breast height is defined as 4.5 feet (1.37m) above the forest floor on the uphill side of the tree. For the purposes of determining breast height, the forest floor includes the duff layer that may be present, but does not include unincorporated woody debris that may rise above the ground line.

### **Display Surface (of a Sign)**

The entire surface of a sign, on one side, devoted to exhibiting or contrasting exhibits of advertising. The display surface shall generally include the entire sign surface except for the sign frame and incidental supports.

### **District (Development)**

An area of land for which there are uniform regulations governing the use of buildings and premises, density of development, yard requirements and height regulations.

### **Driveway**

That portion of a vehicular use area that consists of a travel lane bounded on either side by an area that is not part of the vehicular use area.

### **Dwell Time**

The time that a single message on a dynamic display is held static or constant, without any change in the message or image displayed.

### **Dwelling Unit, Apartment/Condo & Purpose-built Shared Housing**

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Effective on: 4/16/2019

### **Dwelling Unit, Single Family**

One or more rooms with bathroom and principal kitchen facilities designed as a self-contained unit for occupancy by one family for living, cooking and sleeping purposes. See also description of residential building types in [Table 4-1](#).

Effective on: ~~4/16/2019~~

### **Dynamic Display**

Any element of a sign or sign structure capable of displaying words, symbols, figures, images or messages that can be electronically or mechanically changed by remote or automatic means. This also includes any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows a sign to present a series of images, messages or displays.

### **Eating Establishment**

Uses that prepare and serve food and beverages for on- or off-premise consumption as their principal business. Typical uses include cafés, restaurants, cafeterias, ice cream/yogurt shops, coffee shops and similar establishments.

Effective on: ~~2/22/2023~~

### **Erected**

The word "erected" includes built, constructed, reconstructed, moved upon, or any physical operations on the premises required for the building. Excavations, fill, drainage, and the like, shall be considered a part of erection.

## **Elevated Building**

A non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

## **Excavation**

Any breaking of ground, except common household gardening, general farming and ground care.

## **Family**

One or more persons related by blood, marriage, or adoption, or parents along with their direct lineal descendants, and adopted or foster children (including domestic employees) or a group not to exceed two persons not related by blood or marriage, occupying a premises and living as a single housekeeping unit with single cooking facilities. Every additional group of two or less persons living in such housekeeping unit shall be considered a separate family. This definition does not apply in instances of group care centers, or licensed residential facilities.

## **Farming/General Agriculture**

An area managed and maintained by an individual or group of individuals to grow and harvest crops or animals for sale or distribution,

~~Effective on: 2/22/2023~~

## **FEMA**

Federal Emergency Management Agency

## **FHBM**

Flood Hazard Boundary Map

## **Filling**

The depositing or dumping of any matter into or onto the ground except common household gardening and general maintenance.

## **Financial Service**

Uses engaged in the exchange, lending, borrowing and safe-keeping of money. Typical examples are banks, credit unions, and consumer lending establishments.

~~Effective on: 2/22/2023~~

## **FIRM**

See Flood Insurance Rate Map

## **Flag Lot**

A lot that has minimum frontage on a public street, but on which the buildable portion of such lot is reached via a private drive or lane whose width is some distance back from the street right-of-way. Sometime referred to as “panhandle lots.”

### **Flood or Flooding**

A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland or tidal waters or (2) the unusual and rapid accumulation or runoff of surface waters from any source.

### **Flood Insurance Rate Map (FIRM)**

An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

### **Flood Insurance Study**

The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

### **Floodplain Management**

The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

### **Floodplain or Flood-Prone Area**

Any land area susceptible to being inundated by water from any source (see definition of flooding).

### **Floodproofing**

Any combination of structural and nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

### **Flood Protection System**

Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such as system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

### **Floodway (Regulatory Floodway)**

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

### **Foot-candle**

A measure of illumination, the amount of light falling onto a surface. One lumen of light, shining evenly across one square foot of surface, illuminates that surface to one foot-candle.

### **Fraternal Organization**

The use of a building or lot by a not-for-profit organization that restricts access to its facility to bona fide, annual dues-paying members and their occasional guests and where the primary activity is a service not carried on as a business enterprise.

Effective on: 2/22/2023

### **Freestanding Tower**

A structure intended to support equipment that is used to transmit and/or receive telecommunications signals including monopoles and guyed and lattice construction steel structures.

Effective on: 2/22/2023

### **Frontage**

The dimension of a property line or portion of a property line that abuts a street; side yards of corner lots are excluded. If the subject property does not abut a street, frontage is measured along the property line that is closest to and most nearly parallel to a street.

### **Fuel Sales**

A place where vehicular fuel, stored only in underground tanks, is offered for sale to the public or where charging stations are made available for the charging of vehicles.

Effective on: 2/22/2023

### **Functionally Dependent Use**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

### **Funeral or Mortuary Service**

Uses that provide services related to the death of a human, including funeral homes, mortuaries, crematoriums and similar uses. Also includes crematoriums for pets and domestic animals.

Effective on: 2/22/2023

### **Governmental Facility**

Uses (not otherwise classified) that are related to the administration of local, state or federal government services or functions.

Effective on: 2/22/2023

### **Grade**

Grade shall be determined by the level of the ground adjacent to the walls of any structure if the finished grade is level on all sides of the building or structure. If the ground is not level, the grade shall be determined by averaging the elevation of the ground for each face of the structure.

### **Groundcover**

A spreading plant, including sods and grasses less than 18 inches in height, used for landscape design and erosion control.

### **Group Living**

Residential occupancy of a building or any portion of a building by a group other than a household. Group living uses typically provide communal kitchen/dining facilities.

~~Effective on: 2/22/2023~~

### **Habitable Floor**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means any floor usable for the following purposes; which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor."

### **Half-Street**

A vehicular access-way created if only a portion of the required right-of-way width or pavement width is dedicated and/or constructed.

### **Height, Building**

The vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and ridge for gable, hip, and gambrel roofs. Where a building is located on a sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

### **Height, Sign**

See §8.1102.

### **Highest Adjacent Grade**

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

### **Historic Structure (See also Sec. 3.400)**

For the purpose of interpreting and administering the flood protection regulations of 8.1103.B, this term means any structure that is:

- 1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- 2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a. by an approved state program as determined by the Secretary of the Interior or;
  - b. directly by the Secretary of the Interior in states without approved programs.

### **Home Occupation**

Accessory use of a dwelling unit for limited commercial (home-based work) purposes. Home occupations are subject to the regulations of Sec. 4.202.

### **Hospital**

Uses providing medical or surgical care to patients and offering inpatient (overnight) care.

~~Effective on: 2/22/2023~~

### **Household Living**



Residential occupancy of a dwelling unit by a household. When dwelling units are rented, tenancy is arranged on a month-to-month or longer basis. Uses where tenancy may be arranged for a shorter period are not considered residential; they are considered a form of lodging.

~~Effective on: 2/22/2023~~

### **Improvement**

Any physical structure or system, including building, drainage work, water system, sewer system, sidewalks, streets, or utility system.

### **Industrial**

Uses that produce goods from extracted and raw materials or from recyclable or previously prepared materials, including the design, storage and handling of these products and the materials from which they are produced.

Effective on: 2/22/2023

### **Industrial, Heavy**

Uses engaged in the manufacturing, assembly or processing of chemicals, animal products and metals; the activities of which are likely to have characteristics that discourage adjacency to residential uses. Factory production and industrial yards are located here. Sales to the general public are rare.

Uses in this use category include the manufacture, assembly or processing of: acid, acetylene gas, aircraft, alcoholic beverages (wholesale), ammonia, asbestos and asbestos products, asphalt, automobiles or trucks, batteries, bones, boxes or crates or pallets, brick or tile or terra cotta, building materials, celluloid, cement, chalk, charcoal, chemicals, chlorine, coffins, corrugated metal, cotton oil, creosote, disinfectant, dyes or inks, fat, fertilizer, fireworks, gas, gelatin, glass, glue, graphite, grease, gunpowder, gypsum, hemp, insecticide, lacquer, lard, lime, linoleum, machinery, manufactured or mobile homes, metal, motors or engines, paint, paraffin, petroleum, plaster of Paris, plastic, poison, porcelain, recreational vehicles, railroad vehicles and equipment, rubber, salt, shellac, tallow, tar, tires, trailers, turpentine, varnish, vinegar, wax, or yeast.

Additional uses include: Arsenal; Boiler works; Bulk storage of explosive or hazardous materials; Concrete batching and asphalt processing and manufacture; Fertilizer storage; Grain elevator; Grain and feed manufacturing building; Incinerator for reduction of garbage, dead animals, offal, refuse or automobile bodies (non-governmental); Railroad yard or repair shop; Sawmill; Smelter; Slaughtering, packaging or processing of animals; Wrecking, junk or salvage yard.

Effective on: 2/22/2023

### **Industrial, Light**

Uses engaged in the manufacturing, assembly or processing of industrial, business or consumer goods; usually from basic finished inputs such as metal, stone, glass, plastic, or rubber. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site.

Uses in this use category include manufacture or assembly of: appliances, artificial limbs, awnings, beds, blinds, boats, books, brooms, buses, carpet, clothing or textiles or canvas, cosmetics, equipment, electrical items, felt, hardware, ice, jewelry, medical, optical or dental instruments or supplies, mirrors, medical instruments, musical instruments, perfume, pharmaceuticals, shoes, shutters or shades, signs, and toys.

Additional uses include: Bakery, wholesale; Bottling or canning; Brewery; Building and development contractors; Bulk mailing service; Clothing or textile manufacturing; Creamery; Crematorium; Engraver; Exterminator service; Food processing; Janitorial and building maintenance service; Maintenance and repair shop; Laundry, dry-cleaning, and carpet cleaning plants; Metal plating; Metal shop; Printing, publishing, and lithography; Repair of scientific or professional instruments or electric motors; Research and development laboratory; Smoking or processing of meat products (wholesale); Stone cutting; Welding, tool repair or machine shop; Woodworking, including cabinet makers and furniture manufacturing.

Effective on: 2/22/2023

### **Landscape Development**

Trees, shrubs, ground cover, vines or grass installed in planting areas, having a minimum of 10 square feet of actual plantable area and a minimum inside dimension on any side of at least 18 inches.

### **Lawfully Established**

A use, structure, lot or sign (as the context indicates) that was established in conformance with all applicable development regulations in effect at the time of its establishment.

### **Lease**

A contract by which one owning such property grants to another the right to possess, use and enjoy it for a specified period of time in exchange for the periodic payment of a stipulated price.

### **Levee**

A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

### **Levee System**

A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

### **Library**

Collections of books, manuscripts and similar materials for free public lending, study and reading.

~~Effective on: 2/22/2023~~

### **Lodging**

Uses that provide temporary overnight guest accommodations.

~~Effective on: 2/22/2023~~

### **Lot**

An undivided tract or parcel of land having frontage on a public street and which is, or in the future may be offered for sale, conveyance, transfer or improvement.

### **Lot Depth**

The distance on a horizontal plane between the midpoint of the front lot line and the midpoint of the rear lot line.

### **Lot Lines**

The lines bounding a lot.

### **Lot Line, Front:**

In the case of an interior lot, a line separating the lot from the street; as in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street, except in those cases where the deed restrictions specifies another line as the front lot line; provided, however, that the front lot line of a non-residential lot shall be that side adjacent to the highest volume street.

### **Lot Line, Rear**

A lot line opposite and most distant from the front lot line.

### **Lot Line, Side**

Any lot line not a front line or rear lot line.

### **Lot of Record**

A lot that is either:

- 1) part of a platted subdivision, the plat of which is recorded in the office of the Walker County clerk,
- 2) a parcel or lot described by metes and bounds, the deed of which has been recorded in the office of the Walker County clerk prior to March 1, 1982; or
- 3) a lot that is part of an approved Boundary Line Adjustment, the plat of which is filed with the City.

### **Lot Width**

See §5.803.

### **Lowest Floor**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

### **Manufactured Home or Housing Unit (HUD-code)**

A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or 40 body feet or more in length, or, when erected on site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. The term does not include a recreational vehicle as that term is defined by 24 Code of Federal Regulations, Section 3282.8(g).

### **Manufactured Home Park or Subdivision**

A parcel (or contiguous parcels) of land divided into 4 or more manufactured home lots for rent or sale.

### **Manufactured Home Park or Subdivision, Existing**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, “existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

#### **Manufactured Home Park or Subdivision, Expansion of an Existing**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, “expansion of an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

#### **Manufactured Home Park or Subdivision, New**

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

#### **Marquee**

A roof-like structure of a permanent nature projecting from the wall of a building.

#### **Mean Sea Level**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

#### **Mining/Extraction**

The extraction of oil, gas, minerals, top soil or aggregate resources from the ground, whether conducted below grade or at ground-level. Examples include oil and gas extraction; quarrying or dredging for sand, gravel or other aggregate materials; mining and top soil extraction. Also includes crushing, washing and grading minerals, top soil or aggregate resources; manufacture of Portland cement, concrete or asphaltic concrete, at the source of supply of crushed rock, sand, or gravel.

~~Effective on: 2/22/2023~~

#### **Mining/Extraction, Surface or Above-ground**

Mining or extraction that occurs above ground, whether in whole or in part

~~Effective on: 2/22/2023~~

#### **Mining/Extraction, Underground**

Mining or extraction that occurs completely underground

~~Effective on: 2/22/2023~~

#### **Mixed Use, Horizontal**

A development that contains both commercial and residential uses that share common features, that may include, but is not limited to, parking, access, building design features, or common open space or amenity areas.

#### **Mixed Use, Vertical**

A building that contains both commercial and residential uses with permitted nonresidential uses on the first floor and permitted residential uses on the upper floors.

~~Effective on: 2/22/2023~~

### **Mobile Food Vendor**

Any person that sells edible goods from a mobile unit at a stationary location approved for such activity within the city. "Mobile" shall mean the state of being in active, but not necessarily continuous, movement. Edible goods shall include but are not limited to: a) Prepackaged food including, but not limited to, candy, beverages, and ice cream. b) Prepared food including, but not limited to, hot dogs, desserts, and pizza. c) On-site prepared food including, but not limited to shaved ice, sandwiches, and tacos.

~~Effective on: 12/17/2019~~

### **Mobile Food Vendor Court**

A land approved and developed in conformity with an approved site plan, where two or more mobile food vendors congregate to offer edible goods, including beverages, for sale to the public and amenities are provided for all vendors' customers.

~~Effective on: 2/22/2023~~

### **Mobile Home**

A structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or 40 body feet or more in length, or, when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

### **Mobile Home Park**

A mobile home park is a parcel of land under single ownership on which two (2) or more mobile homes are occupied as residences. Any mobile home facility where two or more units are intended for long-term residential use (beyond ninety (90) days) is considered a mobile home park for purposes of applying development standards.

### **Mobile/Manufactured Dwelling Unit (Outside of MH Park)**

Three or fewer mobile homes or manufactured dwelling units located on a single lot outside of a mobile/manufactured home park. See also the definition in Sec. 15.200.

~~Effective on: 2/22/2023~~

### **Multiplex**

A multi-family building type divided into three or four dwelling units and designed to resemble a large single-family home. Units may have either private or shared access and may be arranged in a variety of configurations, including back-to-back, side-to-side, or over-under.

### **Museum or Cultural Facility**

Museum-like preservation and exhibition of objects in one or more of the arts and sciences, gallery exhibitions of works of art and similar institutions.

~~Effective on: 2/22/2023~~

### **Natural Resource Preservation**

Undeveloped land left in a natural state for specific use as visual open space or environmental purposes. Typical uses include wildlife or nature preserves, arboretums, flood management projects and reservoirs.

~~Effective on: 2/22/2023~~

### **Noncommercial Message**

Any sign, wording, logo, or other representation that does not directly or indirectly, name, advertise, or call attention to a business, product, service for sale or lease, or to any other commercial interest or activity.

### **Nonconforming Building (Nonconforming Structure)**

See §11.401.

### **Nonconforming Use**

See §11.301.

### **Nonprecision Instrument Runway**

A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.

### **Nursing Home**

An institution providing meals and resident care and services for persons who are generally admitted for periods of time exceeding 30 days. Such service includes custodial or attendant care, and may or may not provide for routine and regular medical and skilled nursing services. Nursing homes include homes for the aged, and convalescent and rest homes.

~~Effective on: 2/22/2023~~

### **Office**

Uses in an enclosed building, customarily performed in an office, that focus on providing executive, management, administrative, professional or medical services.

~~Effective on: 2/22/2023~~

### **Open-Air Use**

Storage yards, construction debris sites, used vehicle sales lots, vehicle impound yards, auto wrecking, junkyards, and similar uses conducted outside of enclosed buildings and when the only buildings on the lot are incidental and accessory to principal use of the lot.

### **Owner**

Any owner, authorized agent or contractor who constructs, enlarges, alters, repairs, moves or changes the occupancy of a building or structure.

### **Owner's Front Footage**

The pro rata amount of the cost of a water or sewer line extension that is not reimbursable to the person requesting the extension.

### **Parks and Recreation**



Recreational, social or multi-purpose uses associated with public parks and open spaces, including playgrounds, playfields, play courts, community centers and other facilities typically associated with public park and open space areas. Also includes public and private golf courses.

~~Effective on: 2/22/2023~~

### **Pavement Width**

The portion of the surface of the street available for vehicular traffic; if curbed, it is that portion of street between back of curb and back of curb.

### **Perpetual Access Easement**

An easement to allow access to properties that do not have frontage on an established public street. The easement is required to be of permanent extent and without any limitation of time.

~~Effective on: 2/18/2020~~

### **Person**

An individual, firm, partnership, corporation, company, association, joint stock association or governmental entity. It includes a trustee, receiver, assignee or similar representative of any of them.

### **Personal Improvement Service**

Uses that provide a variety of services associated with personal grooming, instruction and maintenance of fitness, health and well-being.

Typical uses include: Animal grooming; Barbershop or beauty, nail, skin care, or tanning salon; Day spa; Dry cleaning and pressing establishment; Funeral home or mortuary; Kennel; Laundromat; Massage establishment; Music, art, or photographic studio or classroom; Optician or optometrist; Photocopy, blueprint, and quick-sign service; Postal services (non-governmental); Psychic or medium; Tailor; Taxidermist; and Veterinarian (small animal); and other uses meeting the definition of Service-Oriented Uses according to the City Planner.

~~Effective on: 2/22/2023~~

### **Primary Surface**

A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200) feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulation (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

### **Principal Use**

The main use to which the premises are devoted and the principal use for which the premises exist.

### **Private Street**

A vehicular access way under private ownership and maintenance providing access to building units in the interior of a lot.

### **Pro Rata**

The charge per front foot of abutting land to be paid by the lot owner or owner of a development to aid in defraying the cost of supplying sewer service or water service to his lot or site.

- 1) Single pro rata: The charge based on the front footage of abutting land on only one side of the street or easement.
- 2) Double pro rata: The charge based on the front footage of abutting land on both sides of the street or easement.

### **Protected Tree Replacement Plan**

Is a plan that include all information necessary to demonstrate tree replacement along with tree preservation meet the forestation requirements of this section.

### **Public Street**

A public right-of-way, however designated, dedicated or acquired, that provides vehicular access to adjacent private or public properties.

### **Public Utility**

Any person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or municipal regulations to the public; gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation or water.

### **Public, Civic and Institutional**

Public, quasi-public and private uses that provide unique services that are of benefit to the public at-large.

Effective on: 2/22/2023

### **Purpose-Built Shared Housing, Attached**

Two or more attached dwelling units on an individual lot, rented by the bedroom through individual leases, for which an approved building permit was issued after 04/16/2019, which is occupied or intended to be occupied by more than two (2) unrelated persons.

Effective on: 4/16/2019

### **Purpose-Built Shared Housing, Detached**

One or more detached dwelling units on an individual lot, rented by the bedroom, for which an approved building permit was issued after 04/16/2019, each detached dwelling unit having three (3) or more bedrooms and which is occupied or intended to be occupied by more than two (2) unrelated persons.

Effective on: 4/16/2019

### **Ratio of Replacement**

Refers to protected trees to be replaced at a ratio of one inch for every three inches removed and historic trees are to be replaced at a ratio of two inches for every one inch removed.

### **Recreational Vehicle (Outside of RV park)**

One or more recreational vehicles located on a single lot outside of a recreational vehicle park. See also the definition in Sec. 15.200.

Effective on: 2/22/2023

### **Recreational Vehicle (RV)**

A vehicle that is:

- a) built on a single chassis;
- b) 400 square feet or less when measured at the largest horizontal projections;

- c) designed to be self-propelled or permanently towable by a light duty truck; and
- d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use

### **Recreational Vehicle Park**

An establishment that provides temporary, short-term overnight accommodations for camping in two or more campers, trailers, or similar recreational vehicles.

Effective on: 2/22/2023

### **Recyclable Material Drop-off Facility**

An establishment that accepts consumer recyclable commodities directly from the consuming party and stores them temporarily before transferring them to recyclable material processing facilities.

Effective on: 2/22/2023

### **Recyclable Material Processing Facility**

Establishments that receive and process consumer recyclable commodities for subsequent use in the secondary market.

Effective on: 2/22/2023

### **Recycling Facility**

Uses that collect, store or process recyclable material for the purpose of marketing or reusing the material in the manufacturing of new, reused or reconstituted products.

Effective on: 2/22/2023

### **Religious Assembly**

Religious services involving public assembly that customarily occur in churches, synagogues, temples and other places of worship.

~~Effective on: 2/22/2023~~

### **Repair Service**

Uses that are primarily engaged in the provision of repair services to individuals and households rather than other businesses, but excluding vehicle and commercial repair services.

Uses in this use category include store offering repair of retail consumer goods excluding those repair services listed in the Vehicle Sales and Service use type, and including, but not limited to: appliances, bicycles, clocks, electronics, furniture, jewelry, locks and keys, musical instruments, office equipment, shoes, and watches.

~~Effective on: 2/22/2023~~

### **Research Service**

Uses engaged in scientific research and testing services leading to the development of new products and processes. Such uses resemble office buildings or campuses and do not involve the mass production, distribution or sale of products.

~~Effective on: 2/22/2023~~

### **Reserve**

A tract of land created within a subdivision plat that is not divided into lots or proposed for development at the time of platting.

### **Residential**

A tract of land designed for or used exclusively to contain a dwelling unit or units. A "primary residential area" shall mean a street or streets in which a majority of the total front footage is used for residential purposes.

### **Retail Sales**

Uses (other than those more specifically defined herein) involving the sale, lease or rental of new or used goods to the ultimate consumer.

Typical uses include selling, leasing or renting consumer, home, and business goods including, but not limited to: alcoholic beverages; animal feed; antiques; appliances; art; art supplies; automobile and motorcycle parts and accessories; baked goods (retail); bicycles; books; building supplies; cameras; carpet and floor coverings; clothing; collectibles; computers; convenience goods; crafts; electronic equipment; electronic and mixed media; fabric; flowers; furniture; garden supplies; gifts or novelties; groceries; hardware; home improvement supplies; household products; jewelry; luggage; medical supplies; musical instruments; office supplies; pawned items; pets or pet supplies; pharmaceuticals; photographic supplies; picture frames; plants; postal supplies (non-governmental); printed materials; produce; school or teacher supplies; second-hand goods indoors; seeds; souvenirs; shoes; sporting goods; stationery; tobacco, electronic cigarettes, and related products; and toys.

~~Effective on: 2/22/2023~~

### **Right-of-way**

A street, alley, or other thoroughfare or easement permanently established for passage of persons, vehicles, or the location of utilities. The right-of-way is delineated by legally established lines or boundaries.

### **Runway**

A defined area on an airport prepared for landing and takeoff of aircraft along its length.

### **Safety Service**

Establishments that provide fire, police or life protection, together with the incidental storage and maintenance of necessary vehicles. Typical uses include fire stations, police stations, ambulance services and storm or civil defense shelters.

~~Effective on: 2/22/2023~~

### **School**

Public and private schools at the primary, elementary, junior high or high school level that provide basic, state-compulsory education.

~~Effective on: 2/22/2023~~

### **Self-Service Storage Facility**

Uses that provide separate, small-scale, self-service storage facilities leased or rented to individuals or small businesses.

~~Effective on: 2/22/2023~~

### **Setback**

See Sec. 5.805.

### **Setback, Rear**

See §5.805.A3.

### **Setback, Side**

See §5.805.A2.

### **Setback, Street**

See §5.805.A1.

### **Setback, Street Side**

See §5.805.A1.

Effective on: 2/22/2023

### **Shared Driveway Easement**

An easement which allows abutting properties, with access on an established public street, to permanently combine and share driveway access points.

Effective on: 2/18/2020

### **Shrub**

A woody perennial plant differing from a perennial herb by its more woody stem and from a tree by its low stature and habit of branching from the base.

### **Sign**

Any identification, description, illustration, or device illuminated or non-illuminated that is visible to the public from adjoining streets or adjoining properties and that directs attention to a product, service, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant, placard, temporary sign, light, decoration, balloon or other device designed to attract attention, advertise, identify or convey information. Building details that are an integral part of the overall architectural design of a building or works of art accessory to a building are not considered signs.

### **Sign, Off-Premise**

A sign that directs attention to a business, commodity service, or entertainment conducted, sold, or offered elsewhere than upon the premises where such sign is located or to which it is affixed.

### **Sign, On-Premise**

A sign that directs attention to a business, commodity service, or entertainment conducted, sold, or offered upon the premises where such sign is located or to which it is affixed.

### **Sign Area (or Sign Face Area)**

The surface measurement of a sign. See also Sec. 8.1100.

### **Sign, Construction**

A sign on the site of permitted development/construction activities.

### **Sign, Directional**

A sign used to convey directions and other information for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, help wanted, public telephone, etc. Also included are signs on private property designed to direct pedestrians or vehicular traffic, such as "entrance" or "exit."

### **Sign, Dynamic Display**

See "dynamic display."

### **Sign, Freestanding**

Any sign on a frame, pole or other support structure that is not attached to any building. Sometimes referred to as “ground signs.”

### **Sign, Identification**

A sign indicating the name and address of a building, or the name of an occupant thereof, and the practice of a permitted occupation therein.

### **Sign, Menu Board**

A sign displaying goods or services available through a drive-up window or available through a drive-in or drive-through establishment.

### **Sign, Monument**

A freestanding sign where the base of the sign structure is on the ground or no more than 12 inches above the ground adjacent to the sign. Typically constructed of brick, wood, stone, or metal, monument signs have a base that is at least 80% of the width of the sign face.

### **Sign, Moving**

Any sign that revolves, rotates, swings, undulates, or otherwise attracts attention by moving parts, whether operated by mechanical equipment or by natural sources, not including flags or banners.

### **Sign, Portable**

Any sign not permanently attached to the ground, a building or other structure that is not readily movable. Any sign attached to a sign structure that has wheels will be considered a portable sign, as well as any sign attached to a frame or other sign structure that is not permanently attached to the ground or a building.

### **Sign, Projecting**

Any sign that is attached to a building and that projects outward from the exterior wall of the building by more than 18 inches. The face of a projecting sign is typically perpendicular to the adjacent building wall.

### **Sign, Roof**

Any sign erected, constructed, maintained or visible above the parapet on a building with a flat roof or above the peak on a pitched roof.

### **Sign Structure**

Any structure that supports a sign, including decorative cover.

### **Sign, Temporary**

Any sign, banner, pennant, valance, or advertising display that by intent is not permanent, constructed of cloth, canvas, lightweight fabric, cardboard, wallboard, or other lightweight materials with or without frames, intended to be displayed for a short period of time only.

### **Sign, Wall**

A single-faced sign attached generally flush or parallel to the wall of a building.

### **Site Area**

The total land and water surface area contained within the boundaries of a parcel proposed for infill development, including all platted lots or unplatted properties.

Effective on: 2/22/2023

### **Site Plan**



A plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this Code.

### **Start of Construction**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

### **Street, Expressway**

Roads intended to serve interstate or high speed, high-volume urban traffic. Access to expressways is limited to other expressways and major streets.

### **Street, Arterial**

Roads of regional importance or the main roads of a community. Direct access is primarily limited to significant land uses.

### **Street, Collector**

Provides access to nonresidential land uses and connects residential streets to the system's arterial streets.

### **Street, Local**

Provides access to adjacent land. Characterized by a small service and low speeds.

### **Street, Stub**

A street that is temporarily terminated, but that is planned for future continuation.

### **Structure**

As defined in International Building Code.

### **Structure (Floodplain)**

For floodplain management purposes, means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Effective on: 2/22/2023

### **Subdivision**

See Sec. 12.702.

### **Subdivision Plat**

A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and containing accurate and detailed engineering and survey data, dimensions, dedicatory statements and certificates. See also Sec. 12.700.

### **Substantial Damage**

For floodplain management purposes, means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

### **Substantial Improvement**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
- b) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

### **Tiny House**

A dwelling unit that is factory or site-built on a permanent foundation in accordance with applicable codes, laws and standards.

Effective on: 2/22/2023

### **Tiny Home Community**

A group of tiny homes, constructed either on a chassis or on a foundation, that are arranged in common relationship to one another, usually surrounding a shared common open space area.

~~Effective on: 2/22/2023~~

### **Townhouse**

A single dwelling unit on a single lot that shares at least one common or abutting wall with another attached house located on a separate lot.

~~Effective on: 2/22/2023~~

### **Trade School**

Uses that focus on teaching the skills needed to perform a particular job. Examples include schools of cosmetology, modeling academies, computer training facilities, vocational schools, administrative business training facilities and similar uses.

~~Effective on: 2/22/2023~~

### **Tree**

Any self-supporting woody plant species, which normally grows to an overall minimum height of 20 feet.

### **Tree, Canopy**

Any self-supporting woody plant with one well-defined trunk and a distinct and definite formed crown that attains a height of at least 30 feet at maturity.

### **Tree Diameter**

See “Diameter at Breast Height” (for measuring existing trees) and “Caliper” (for measuring new trees to be planted)

### **Tree(s) Historic**

A tree(s) which has been found by the city to be of a notable historic interest because of its age, type, size or historic association and has been so designated as part of the official records of the city.

### **Tree, Non-canopy**

Any self-supporting woody plant with one or more trunks that attains a height of at least 15 feet at maturity.

### **Tree(s) Nuisance**

A tree(s) that is non-native invasive, diseased, invested with harmful insects, dying or dead.

### **Tree(s) Protected**

Any self-supporting woody perennial plant which has a caliper of three inches (3”) or more when measured at a point of 4½ feet above ground level and which normally attains an overall height of at least 20 feet at maturity, usually with one main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oaks and is not diseased, dying, dead, or a nuisance tree as determined by an urban forester or International Society of Arboriculture (ISA) certified arborist.

### **Tree Survey/Inventory**

A survey that depicts the location, size and number of trees within the survey area. The survey shall summarize the total number of trees and the diameter inches of trees that will be removed and/or will be preserved. A Tree Survey/Inventory for treed areas that exceed one acre shall be prepared by a registered landscape architect, registered architect, registered engineer or registered surveyor.

### **Two-unit house**

Two dwelling units within the same principal building, located on a single lot. The 2 dwelling units are attached and may be located on separate floors or side-by-side. Also known as “duplexes.”

Effective on: 2/22/2023

### **Unified Development**

The separate ownership of single units or apartments in a multiple unit structure or structures with common elements. (See Tex. Rev. Civ. Stat. art. 1301a)

### **Utilities and Public Service Facility, Minor**

Infrastructure services that need to be located in or close to the area where the service is provided. Minor utilities and public service facilities generally do not have regular employees at the site and typically have few if any impacts on surrounding areas. Typical uses include water and sewer pump stations; gas regulating stations; underground electric distribution substations; electric transformers; water conveyance systems; stormwater facilities and conveyance systems; telephone switching equipment and emergency communication warning/broadcast facilities

Effective on: 2/22/2023

### **Utilities and Public Service Facility, Major**

Infrastructure services that typically have substantial visual or operational impacts on nearby areas. Typical uses include but are not limited to water and wastewater treatment facilities, high-voltage electric substations, utility-scale power generation facilities (including wind, solar and other renewable and nonrenewable energy sources), sanitary landfills and utility-scale water storage facilities, such as water towers and reservoirs.

Effective on: 2/22/2023

### **Utility Runway**

A runway that is constructed for and intended to be used by propeller driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.

### **Variance**

A grant of relief to a person from the requirements of this code when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this code.

### **Vehicle Sales and Service**

Uses that provide for the sale, rental, maintenance or repair of new or used vehicles and vehicular equipment. Typical uses included within the vehicle sales and service subcategory include vehicle sales and rental businesses, vehicle repair and maintenance shops, fueling stations and car washes.

Effective on: 2/22/2023

### **Vehicle Maintenance**

An establishment that specializes in the replacement or repair of any vehicle part that does not require removal of the engine, transmission, or differential. Examples include dent repair, minor painting, upholstery, brake work, and oil changes.

Effective on: 2/22/2023

### **Vehicle Repair**

An establishment that specializes in mechanical work, bodywork, major painting, or other similar work on vehicles.

Effective on: 2/22/2023

### **Vehicles Sales, Rental, and Leasing**

Premises where the primary occupation is the sale or rental of any vehicle and can include ancillary service or repair of any vehicle. Such use may include the storage of inoperable vehicles for a period not to exceed 90 days.

Effective on: 2/22/2023

### **Violation**

For the purpose of interpreting and administering the flood protection regulations of §8.1103.B, this term means the failure of a structure or other development to be fully compliant with the Flood Protection regulations of §8.1103.B. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §8.1103.B is presumed to be in violation until such time as required documentation is provided to the City.

### **Watercourse**

A definite channel of a stream in which water flows within a defined bed and banks, originating from a definite source or sources. (The water may flow continuously or intermittently, and if the latter, with some degree of regularity, depending on the characteristics of the sources.)

### **Water Surface Elevation**

The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

### **Wholesale, Distribution & Storage**

Uses that provide and distribute goods in large quantities, principally to retail sales, commercial services or industrial establishments. Long-term and short-term storage of supplies, equipment, commercial goods and personal items is included.

Effective on: 2/22/2023

### **Wholesale, Distribution and Storage, All Other**

Wholesale, distribution and storage uses other than those more specifically identified above.

Effective on: 2/22/2023

### **Wholesale, Distribution and Storage, Indoor**

Wholesale, distribution and storage uses conducted within a completely enclosed building.

Effective on: 2/22/2023

### **Wireless Communications**

Towers, antennas, equipment, equipment buildings and other facilities used in the provision of wireless communication services. The following are wireless communication facility specific use types:

Effective on: 2/22/2023

## APPENDIX 1: PRELIMINARY PLAN SUBMITTAL REQUIREMENTS

The following information is required with all preliminary plans, unless the City Planner determines that specific items of information are not required in a particular case:

1. The preliminary plan must demonstrate compliance with the general requirements of the Development Code, specifically including the infrastructure and public improvement standards of [Article 10](#);
2. Provide the preliminary plan on sheets 24 inches by 36 inches to a scale of 100 feet per inch or larger. Smaller scales may be allowed at the discretion of the City Planner. If more than one sheet, provide an index sheet at a scale of 500 feet per inch or larger;
3. The words "PRELIMINARY PLAN - NOT FOR RECORD" shall appear on the plan;
4. The date the preliminary plan was submitted and the dates of any revisions shall legibly appear on the plan;
5. The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within Walker County;
6. The name and address of all property owners, developers and subdividers, engineers, and surveyors;
7. An accurate location of the subdivision or development shall be provided by reference to an established survey or league corner, City of Huntsville horizontal control monument, subdivision corner, or other known point. Primary control points or descriptions and ties to such control point, to which, later, all dimensions, angles, bearings, block numbers, and similar data shall be referred. The preliminary plan shall be located with respect to a corner of the survey or tract, or an original corner of the original survey of which it is a part;
8. Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
9. The name of contiguous subdivisions and names of owners of contiguous parcels, and an indication whether or not contiguous properties are platted;
10. The following existing features shall be shown:
  - (a) The location, dimension, name and description of all recorded streets, alleys, reservations, easements, or other public or private rights-of-way within the subdivision or development, intersecting or contiguous with its boundaries or forming such boundaries. In the case of pipelines carrying flammable gas or fuel, the approximate location, size of line, design pressure and product transported through the line shall be shown;
  - (b) The location, dimension, description, and name of all existing or recorded lots, parks, public areas, and other sites within or contiguous with the subdivision or development;
  - (c) The location and size of all existing water, sanitary sewer, and drainage facilities;
  - (d) The location of existing water courses, storm drainage, and the one hundred-year floodplain according to the most recent best available data;
11. Scale in feet and north arrow;
12. Topographic information, including contours at two-foot intervals, flow line elevation of streams, indication of drainage directional flow, and location of any wooded areas;



13. The location, approximate dimensions, description and name of all proposed streets, alleys, drainage structures, parks, or other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development. Proposed channel cross sections, if any. Existing and/or proposed well site locations;
14. A number or letter to identify each lot and each block. Lots and blocks shown on a preliminary plan should be numbered sequentially;
15. Location of current City limits line, ETJ boundary line, and CCN boundaries as applicable;
16. Vicinity map which shows general location of subject property to existing streets in Huntsville and to its City limits. No scale is required but a north arrow is to be included;
17. Show number of residential lots and proposed density; designate all proposed land uses;
18. Proposed layout and capacities of public utilities and provide any oversize participation requests that will be sought;
19. Estimated traffic impact of the development;
20. Sequence of phased development (if applicable) and a tentative timetable for development;
21. When requested by City Planner, provide title report for property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc;
22. Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable Sections of this Development Code; and
23. 11-inch by 17-inch copies of the preliminary plan (not necessarily to scale) will be requested by the City Planner when the preliminary plan has been reviewed and is scheduled for a Planning Commission meeting for consideration.

## APPENDIX 2: FINAL PLAT SUBMITTAL REQUIREMENTS

The following information is required with all final plats, replats, minor plats, amending plats, vacating plats, and development plats, unless the City Planner determines that specific items of information are not required in a particular case:

1. The plat shall conform to the general requirements of this Development Code and minimum standards of design and improvements as set forth in [Article 10](#) unless expressly provided for otherwise;
2. Provide current certified tax certificates from all taxing agencies showing payment of all ad valorem taxes on the land within the subdivision;
3. Provide title report for property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc;
4. Provide the plat on sheets 18 inches by 24 inches to a scale of 100 feet per inch or larger. Smaller scales may be allowed at the discretion of the City Planner. If more than one sheet, provide an index sheet at a scale of 500 feet per inch or larger;
5. Vicinity map which shows general location of subject property to existing streets in Huntsville and to its City limits. No scale is required but a north arrow is to be included;
6. The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
7. Date of preparation, scale in feet, and north arrow;
8. The name and address of all property owners, developers, subdividers, engineers, and surveyors responsible for the plat;
9. Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
10. For a replat where there are existing improvements, provide a survey of the subject property showing the improvements to ensure that no setback encroachments are created;
11. The name of contiguous subdivisions and names of owners of contiguous parcels, and an indication whether or not contiguous properties are platted;
12. The location of the 100-year floodplain and floodway according to the most recent best available data;
13. A number or letter to identify each lot and each block. Lots and blocks shown on a plat should be numbered sequentially;
14. Provide the number of lots;
15. Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable Sections of this Development Code;
16. The Plat shall also include the following, based on field survey and marked by monuments and markers:
  - a. The exact location, dimensions, name, and legal description of all existing or recorded streets, alleys, easements, or other rights-of-way within the subdivision or development, intersecting or contiguous with the boundary or forming such a boundary with accurate dimensions, bearings or deflection angles and radii, area, center angle, degree of curvature, tangent distance, chord data, and length of all curves, where applicable;

- b. The exact location, dimensions, description, and name of all proposed streets, alleys, drainage structures, parks, and other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development, with accurate dimensions, bearings, or deflection angles and radii, areas, center angle, degree of curvature, tangent distance, chord data, and length of curves, where applicable;
  - c. Lot corner markers and survey monuments shall be shown clearly by symbol, and clearly tied to City of Huntsville horizontal control monuments;
  - d. The following, when applicable, shall appear on the face of the plat:
    - 1) Certificate of Ownership and Dedication;
    - 2) Certificate of Surveyor and/or Engineer;
    - 3) Certificate of City Engineer;
    - 4) Certificate of Planning Commission;
    - 5) Certificate of the Walker County clerk;
    - 6) Certificate of City Planner; and
    - 7) Certificate of Approval.
17. The plat shall be accompanied by the construction documents and reports as prescribed below and bearing the seal and signature of a registered professional engineer, including the following:
- a. Construction plans shall be provided on 24-inch by 36-inch sheets;
  - b. Street, alley, and sidewalk plans, profiles, and sections, with specifications and detail cost estimates;
  - c. Sanitary sewer plan with contours, plan and profile lines, showing depth and grades, with sewer report and detailed cost estimates;
  - d. Water line plan showing fire hydrants, valves, etc., with specifications and water report and a detailed cost estimate. This may be combined with related information supplied for preliminary plan submissions;
  - e. Storm drainage system plan with contours, street lines, inlets, storm sewer and drainage channels with profiles and sections. Detail drainage structure design and channel lining design if used, with specifications, drainage report, and detailed cost estimate; Street lighting plan showing location of lights, design, and with specifications and detailed cost estimates; and
  - f. Any associated necessary items, including but not limited to off-site public utility easements, permits or approval of governmental agencies.
18. 11-inch by 17-inch copies of the plat (not necessarily to scale) will be requested by the City Planner when the plat has been reviewed and has the potential to be scheduled for a Planning Commission meeting for consideration.

## **ORDINANCE HISTORY TABLE**

~~This section lists all ordinances amending the Development Code of the City of Huntsville, Texas, from September 2024 current.~~

| Ordinance Number   | Adoption Date         | Effective Date        | Sections in this Code                                                                                                                                                                                                                                                                                                                                                                                                               | Description                                                                                                                                           |
|--------------------|-----------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <del>2024-20</del> | <del>09/03/2024</del> | <del>09/13/2024</del> | <del>1.300, 2.100, 2.200, 2.400, 3, 3.200, 3.300, 3.400, 3.500, 4.100, 4.201, 4.203, 4.205, 4.206, 4.207, 4.208, 4.209, 4.2010, 4.2011, 4.2013, 4.2014, 4.2015, 4.2016, 4.2019, 4.2020, 5.200, 5.300, 5.400, 5.500, 5.600, 5.700, 5.800, 5.900, 6.500, 6.1000, 6.1100, 6.1200, 7.200, 7.500, 7.1000, 8.300, 8.400, 8.500, 8.600, 10.200, 10.400, 10.500, 11.300, 11.700, 12.100, 12.300, 12.900, 12.1000, 13.300, Development</del> | <del>Amending Chapter 24 Land Development of the Code of Ordinances by adopting revisions to the Development Code of the City of Huntsville, TX</del> |

## APPENDIX 3: Planned Development District Property Description

## **Appendix 4**

### **Tree Preservation and Mitigation**

#### **Section 1: General Requirements**

##### **1. Tree Removal Approval**

- a. No property within the Planned Development District (PDD) shall be clear-cut or selectively cleared without the necessary approval as outlined in this Development Code.
- b. The City Planner is authorized to issue tree removal approvals as part of site development permits, subdivision plans, or building permits.

#### **Section 2: Exceptions**

Tree removal without mitigation requirements shall be allowed in the following cases:

##### **1. Emergency Tree Removal**

In the event that a tree is found to be in a hazardous or dangerous condition, posing a threat to public health, safety, or welfare, immediate removal may be authorized by the City Planner without the need for a written permit. This exemption allows for swift action when the tree poses an imminent risk to the community.

##### **2. Emergency Situations**

During periods of emergencies such as tornadoes, storms, or floods, the City Planner may temporarily waive or adjust the tree preservation and mitigation requirements as necessary to address the immediate needs of the situation, ensuring that development or public safety is not hindered by tree-related regulations.

##### **3. Utility Company Operations**

Utility companies franchised by the City are permitted to remove trees that pose a direct threat to public safety or disrupt utility services. This exemption allows for the uninterrupted operation of utilities without needing to comply with tree preservation or mitigation requirements.

##### **4. Agricultural, Timber, or Wildlife Exemptions**

Properties that retain agricultural, timber, or wildlife exemptions through the Walker County Appraisal District are excluded from the provisions of this section. This ensures that ongoing agricultural or natural resource activities are not unduly burdened by tree preservation regulations.

##### **5. Pre-Existing Development Approvals**

The provisions of this section shall not apply to developments that have received building permit approval prior to the effective date of this Development Code. This allows for a smooth continuation of development projects without retroactive compliance with the new tree preservation and mitigation rules.

#### **Section 3: Heritage Tree Preservation**



1. Heritage Trees shall be considered trees over 18 inches in caliper of designated species and shall be preserved whenever feasible. Removal may occur with approval of the City Planner and payment of reduced mitigation fees or alternative credits.
2. Designated Species are as follows:
  - a. Live Oak
  - b. Pecan Tree
  - c. Smooth Hackberry
  - d. American Elm
  - e. Water Oak
  - f. Redbud
  - g. Loblolly Pine
  - h. Crepe Myrtle
  - i. Catalpa
  - j. Post Oak
  - k. Bois d'Arc
  - l. Southern Red Oak
  - m. Black Hickory
  - n. Cherry Laurel
  - o. Winged Elm
  - p. Sycamore Tree
  - q. Box Elder
  - r. Southern Magnolia
  - s. Cottonwood
  - t. Mimosa
  - u. Chinaberry
3. Preserved Heritage Trees may count toward landscaping requirements at a 1.5x credit rate.

#### **Section 4: Significant Tree Preservation**

1. Developers may remove up to 75% of Significant Trees (defined as trees over 8-18 inches in caliper) without mitigation.
2. Trees larger than 18 inches in caliper shall require replacement or payment-in-lieu at the reduced rate outlined in Section 5.

#### **Section 5: Mitigation Standards**

1. **Mitigation Alternatives**
  - a. Mitigation may be fulfilled by:
    - o Planting replacement trees on-site or off-site.
    - o Payment-in-lieu at a rate of \$50 per caliper inch (for Significant Trees) or \$100 per caliper inch (for Heritage Trees).
2. **Replacement Trees**
  - a. Replacement Trees must be a minimum of equal inches in caliper and planted in designated areas approved by the City Planner.

**3. Flexible Mitigation Plans**

- a. Developers may propose alternative mitigation plans, including increased landscaping, community tree planting programs, or enhanced development aesthetics.

**Section 6: Tree Preservation Plans**

1. Tree Preservation Plans shall be submitted with site development permits and shall focus on retaining trees in areas that do not significantly impact the project's feasibility or financial performance.
2. Plans must demonstrate reasonable efforts to preserve Heritage Trees and up to 25% of Significant Trees.

**Section 7: Alternative Compliance Options**

1. Developers may satisfy preservation requirements by exceeding other community goals, including stormwater management improvements, pedestrian-friendly streetscapes, or higher-density housing to offset land-use constraints.
2. The City Planner may approve deviations from these requirements to accommodate unique site constraints, innovative designs, or significant public benefits.



## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 2.d.

**Agenda Item:** Consider approving an Agreement to Construct Public Improvements with Ranier & Son Development Company, LLC, to construct a Water Distribution and Wastewater Collection System in the ETJ for the Sterling Ridge Phase 5 Project.

**Initiating Department/Presenter:** Engineering

**Presenter:**

Kathlie Jeng-Bulloch, City Engineer

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**Recommended Motion:** Move to approve the Agreement to Construct Public Improvements with Ranier & Son Development Company, LLC, for constructing a Water Distribution and Wastewater Collection System in ETJ for the Project Sterling Ridge Phase 5. The Total Construction amount is \$670,100.

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

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**Discussion:** The Sterling Ridge Phase 5 is located within the City of Huntsville ETJ, West of SH 19 and North of Ellisor Road, which is North of FM 2821 (See Attached Map I). The City of Huntsville provides Water and Wastewater Services to the Sterling Ridge Subdivision (See Attached Map II) with the existing 12" Water line along SH 19 and 8" Wastewater line to the A.J. Brown WWTP.

This Public Improvement Agreement requires the Developer to complete all the improvements, including water, wastewater, drainage, and street pavement, at its own cost and expense. The improvements will meet all the City's Engineering requirements and be completed to the satisfaction of the City Engineer at an estimated total construction cost of \$1,989,507.95. The Water Distribution and Wastewater Collection System, with an estimated construction cost of \$670,108, will provide service to the Sterling Ridge Phase 5 and will be dedicated to the City for operation and maintenance.

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**Previous Council Action:** None

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**Financial Implications:** \$0.0

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**Approvals:**

Kathlie Jeng-Bulloch

Leonard Schneider

Sam Masiel

Kristy Doll

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**Associated Information:**

1. Sterling Ridge Phase 5 Agreement to Construct Public Improvements
2. Sterling Ridge Phase 5 Map 1
3. Sterling Ridge Map 2

AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS  
PROJECT: Sterling Ridge Phase 5, PD2015-02-02

THIS AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS (this "Agreement"), is between the CITY OF HUNTSVILLE, a home-rule municipal corporation, 1212 Avenue M, Huntsville, Texas 77340, hereinafter referred to as "CITY" and Ranier & Son Development Company, LLC hereinafter referred to as "DEVELOPER":

WHEREAS, The City is a home-rule city and municipal corporation that provides a full-range of governmental services to its citizens; and

WHEREAS, Developer is the owner of that certain parcel of land situated in the ETJ of the City of Huntsville, Walker County, Texas, generally known and described as Sterling Ridge Phase 5, PD2015-02-02 as further described on Exhibit "A" attached hereto, and Developer proposes to do and perform certain work of improvement thereon as hereinafter set forth; and

WHEREAS, City desires to assure that the proposed public improvements will be done in good workmanlike manner and in accordance with the laws now in force and effect in the City of Huntsville, Texas, including the Development Code, the terms and conditions of which are incorporated herein by reference; and,

WHEREAS, Developer declares that it is familiar with the regulations and laws now in force and effect in the City of Huntsville, Texas, including the current Development Code and agrees to comply therewith, and

WHEREAS, a final plat of this tract prepared in accordance with the City's Development Code, has been filed by Developer with City for approval by the City Planning and Zoning Commission;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Planning and Zoning Commission of final plat and the acceptance of Water, Sanitary Sewer, Sidewalks, Streets, and Storm Drainage Systems, therein offered for dedication for public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. General Requirements:

Developer shall, at its own cost and expense, supply all materials and complete all of the improvements set forth in the attached Exhibit "B" attached hereto (the "Improvements") with such improvements to be completed to the satisfaction of the City Engineer of the City at an estimated construction cost of One Million, Nine Hundred Eighty-Nine Thousand, Five Hundred and Seven Dollars and 95/100 (\$1,989,507.95) reference Exhibit C, to complete the public improvements described on Exhibit "B".

2. **Monumentation:**

Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all property corners and monuments shown on the map that have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of Texas, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

3. **Permits; Compliance with Law:**

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law. The Developer understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits and this Contract shall at all times be subject to the City Code of Ordinances.

4. **Superintendence by Developer:**

Developer shall give personal superintendence to the work of the improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Developer.

5. **Inspection by City:**

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

6. **Repair or Reconstruction of Defective Work:**

Upon completion of the work performance as outlined in Exhibit "B" a Certificate of Completion letter (for improvements within the ETJ) will be issued by the City to the Developer.

If, within a period of one year after final acceptance of the work performed, (other than roads in the ETJ and improvements in the right of ways of those roads) under this agreement, any structure or part of any structure furnished, and/or installed or constructed,



or caused to be installed or constructed by Developer, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement, or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements, to be made before developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%).

For developments in the ETJ, the City has no responsibility for repairs unless there is maintenance bond that upon demand, will pay for the repairs, and then only if the bond names the City. Any acceptance of the road for maintenance or roads in the ETJ shall be made by the Commissioners Court of Walker County. All repair or reconstruction of defective work will be administered by Walker County.

**7. Definition and Ownership of Improvements:**

- a. The term **"Improvements"** as defined herein and described on **Exhibit "B"** shall include grading, paving, curbs and gutters, pathway, storm and sanitary sewers, utilities, drainage facilities, traffic control, landscaping, and street lights, that shall be shown in detail upon plans, profiles and specifications that have been prepared by engineers acting for Developer subject to approval by the City Engineer. No work on these improvements shall be commenced until plans and profiles therefore have been submitted to and approved by the City Engineer. The cost of plan checking and inspection shall be paid by Developer. All public improvements constructed or installed pursuant to this agreement (other than paved street right of ways, sidewalks and drainage for the streets), shall become the sole exclusive property of the City of Huntsville, without payment therefore, upon acceptance of the improvements by the City. Developer agrees to execute any documents required for the transfer of the completed Improvements to the City.
- b. **Public Improvements Plan**  
The Developer's Public Improvement Plan is attached as **Exhibit "B"**. The City and the Developer agree that approvals or certifications by the City are required for each phase or part of the Public Improvement Plan. The City and the Developer agree that the Developer shall develop the Tract in accordance with the Public Improvements Plan and that the City has been induced to enter into this Contract based upon Developer's representation that it will develop the Tracts in accordance with the Public Improvements Plan.

**8. Time of Completion:**

All of the public improvements shall be completed within twelve (12) months from the

effective date of this Agreement. In the event that Developer fails to complete the public improvements within the twelve months' period, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Developer, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of these public improvements. The time for completion may be extended by the City Engineer, in writing, for good cause shown by the Developer. It is understood and the Developer agrees it is required to pay for the public improvements whether a plat is approved or not approved.

9. **Surety:**

- A. Before construction begins on the Improvements, Developer shall file with the City both:
  - (1) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost hereinabove set forth to guarantee performance of all the provisions of this contract, and
  - (2) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost hereinabove set forth to guarantee payment to the contractor, his subcontractor, and to persons renting equipment or furnishing labor and materials to them for the improvements required under this contract.
- B. Acceptable surety shall be in the form of surety bonds (issued by a company acceptable according to the latest list of companies on file with the Secretary of State of Texas), or in the form of an irrevocable letter of credit from a local bank, on a form acceptable to the City, or in the form of a cash deposit to be held by the City. In the event the Developer fails to meet its obligations contained in this Agreement, the City shall have the right to draw the entire amount of the Letter of Credit as a reimbursement to the City for the cost by the City to complete construction of the Public Improvements and any legal and administrative costs associated with completion thereof.
- C. If the Developer does not wish to provide surety, then the Developer agrees that the City will withhold final plat approval and recording of the plat (or withhold the approved plat from filing) until certification of satisfactory completion of public improvements by the City Engineer and the below required Maintenance Bonds are filed by the Developer with the City of Huntsville.
- D. For development in the ETJ of the City, Developer shall file with Walker County a maintenance bond in the amount determined by Walker County, of the estimated construction cost of the road and associated improvements within the rights-of-way that will be maintained by the County. Developer shall file with the City of Huntsville a maintenance bond in the amount of 100% of the estimated construction cost of the public water and sanitary sewer lines.

10. **Effective Date of Contract:**

This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date stated opposite or under that party's signature) will be deemed the effective date of this agreement.

11. **Liability for Nonperformance:**

Neither the City nor any of its officers or agents shall be liable to Developer or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract.

12. **Liability for Personal Injuries:**

The City shall not be liable to the Developer or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of the land covered by this Agreement, or any part thereof.

13. **Release and Indemnification:**

The Developer hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever's the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or their interests and all claims, demands, costs loss, damage, and liability, howsoever may be caused and whensoever's the same may appear, either directly or indirectly made or suffered by the Developer, the Developer's agents, employees, and subcontractors, while engaged in the performance of that work.

Before any work pursuant to this contract, Developer's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Minimum liability and property damage insurance shall be not less than \$500,000 for all damages arising out of bodily injury or to death of one person and not less than \$1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less than \$100,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or

destruction of property during the policy period. This policy shall be in favor of Developer or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. This policy shall not be canceled until City shall have had at least thirty (30) days notice in writing of such cancellation.

**14. Liability of Developer:**

The Developer agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided, that acceptance by the City shall in no way eliminate or lessen any of Developer's obligations or undertakings contained in this Agreement.

**15. Developer's Expenses:**

The Developer shall pay for the following expenses:

- a. The Developer shall cause to be made and pay for soil tests made by a reputable and certified soils testing laboratory to determine gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature of the improvement necessary. The developer shall also cause to be made and pay for all compaction tests required by the City Engineer.
- b. The Developer and his subcontractors shall pay for all testing of public improvements required by the City Engineer of the City before acceptance as public improvement.
- c. The Developer and his subcontractors shall pay for any materials, provision, provender, and other supplies or equipment used in, upon, for or about the performance of the work contracted to be done.
- d. All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. The cost of inspections shall be paid by the Developer.
- e. Sewer and water fees as established by City shall be paid prior to the time of connection to any existing sewer or water line, or to any extension of an existing sewer or water line. In the event the Developer sells lots before the sewer and water connection fees are paid, no building permit shall be issued for any lot within the subdivision until the sewer and water connection fees therefore are paid. The payment of these connection fees shall be the primary obligation of Developer subject to the right of the City to collect connection fees at the time of issuance of a building permit.

**16. Approval by City Engineer:**

It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications mentioned herein or the ordinances of the City of Huntsville. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Developer before release of bond or final acceptance of completed work.

**17. Obligations of Developer:**

Notwithstanding the fact that Developer's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Developer of satisfactorily performing the work or his obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Developer or its engineer, with the City of Huntsville's standards and with the provisions of the Huntsville city code. In accordance to the Texas Occupations Code 1001.407, the Engineering Construction is to be performed under the direct supervision of an Engineer. "As-built" drawings and supporting documentation are required to be submitted upon completion of the Work, certified by the Engineer supervising the Work. Developer warrants that its plans and specifications conform as a minimum to the ordinances and that they are adequate to accomplish the work in good workmanlike manner and in accordance with sound construction practices. Developer's engineer is required to perform services under the standard or care provided for in Texas Local Government code § 271.904 (d)(1-2).

**18. Notice of Completion:**

Developer shall file a Notice of Completion with the City Engineer of the improvements herein specified. The Notice of Completion will include a letter from the Engineer of Record for the Project, certifying that the Work has been completed and installed in conformance with the plans and specifications approved by the City.

**19. Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Developer's contractors are not agents of City, and that the contractors' relations to City, if any, are those of independent contractors.

20. **Certification of Satisfactory Completion:**

Upon the satisfactory completion of the improvements by the Developer, the City Engineer shall certify that the work of these improvements has been satisfactorily completed.

21. **Assignment:**

This contract shall not be assignable by Developer without written consent of City.

22. **Filing of Improvement Plans:**

Upon completion of the job and subsequent to the acceptance of the job by the City, the Developer shall supply the City with electronic versions, in PDF and AutoCAD formats, one set of Engineer certified "as built" and shall reflect the job as actually constructed, with all changes incorporated therein. In addition, the Developer shall provide to the City the materials testing results, construction submittals, change orders, and clarifications.

23. **Choice of Law; Venue; Dispute Resolution:**

This contract shall be governed by the laws of the State of Texas and venue for any lawsuit or court action shall be in district court in Walker County, Texas.

The parties recognize that disputes may occur and the Agreement involves a governmental entity and as such, there can be no delegation to a third party individual or third party entity for a final resolution of the duties and obligation of the City as herein provided. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least 30 days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.



**24. Merger and Modifications:**

This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

**25. Reservation of Rights:**

All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

**26. Captions:**

All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

**27. Severability:**

The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.

**28. Benefits of Contract:**

This Contract is for the benefit of the City and the Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

**29. Addresses and Notice:**

Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be

notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

*If to the City, to:*

City of Huntsville  
1212 Avenue M  
Huntsville, TX 77340  
Ph: (936) 294-5760  
Attn: City Engineer

*If to the Developer, to:*

Ranier & Son Development Company, LLC  
Stephen Grove, Vice President of Development & Acquisition Manager  
4090 Highway 6 South  
College Station, Texas 77845  
Contact #: 979-690-1222, Ext. 135

The parties shall have the right from time-to-time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days written notice to the other.

30. Developer warrants and certifies that Developer, and any other person designated to provide Services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards promulgated by all other authoritative bodies as applicable to the service provided herein.
31. If the Developer is a corporation or LLC or partnership, Company warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is authorized and in good standing to conduct business in the State of Texas.
32. The signer of this agreement for the Developer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the Developer and to bind the Developer to all of the terms, conditions, provisions and obligations herein contained.
33. **Texas Government Code Mandatory Provision.** The City of Huntsville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Isarel; and (ii) does not boycott Israel during the term of the contract. (Texas Government Code Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott

Israel as that term is defined in the Texas Government Code, Section 808.001 as amended. Further, the Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

Executed on \_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_, Texas

CITY OF HUNTSVILLE

ATTEST:

BY: \_\_\_\_\_  
Sam Masiel, Interim City Manager

BY: \_\_\_\_\_  
Kristy Doll, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
Leonard Schneider, City Attorney

BY: \_\_\_\_\_  
Kathlie Jeng-Bulloch, City Engineer

Developer Name: Ranier & Son Development Company, LLC

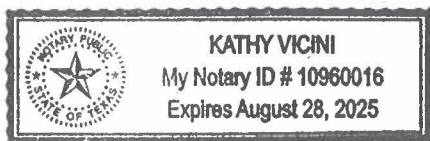
By: Stephen Grove  
Stephen Grove, Vice President of Development & Acquisition

Date: 2/13/25

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on the 13<sup>th</sup> day of February, 2025, by Stephen Grove, as Vice President of Development & Acquisition, Ranier & Son Development Company, LLC and who represents he has been given authority to sign this Agreement by and on behalf of said entities.



Kathy Vicini  
Notary Public, State of Texas

Exhibit A  
PI Agreement Final Plat Sterling Ridge, Phase 5

| CURVE TABLE |            |          |         |         | CHORD BEG.    | CHORD END. |
|-------------|------------|----------|---------|---------|---------------|------------|
| CURVE       | DELTA      | RADIUS   | LENGTH  | TANGENT |               |            |
| C1          | 23°00'00"  | 2500.00' | 803.21' | 407.59' | N 69°42'30" W | 787.82'    |
| C2          | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | S 13°55'51" E | 35.36'     |
| C3          | 90°00'00"  | 75.00'   | 117.81' | 75.00'  | S 13°55'51" E | 108.07'    |
| C4          | 168°25'49" | 63.00'   | 182.21' | 702.70' | N 78°03'09" E | 128.45'    |
| C5          | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | N 78°03'09" E | 35.36'     |
| C6          | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | S 13°55'51" E | 35.36'     |
| C7          | 168°18'15" | 63.00'   | 192.07' | 684.37' | S 13°55'51" E | 128.45'    |
| C8          | 23°14'00"  | 2120.00' | 130.25' | 65.20'  | S 89°23'59" E | 130.51'    |
| C9          | 181°58'54" | 63.00'   | 183.72' | 409.30' | N 84°33'46" E | 128.39'    |
| C10         | 181°58'54" | 225.00'  | 48.11'  | 24.15'  | N 37°10'42" E | 48.02'     |
| C11         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | N 78°03'09" E | 35.36'     |
| C12         | 109°00'00" | 175.00'  | 30.24'  | 15.31'  | S 33°55'51" E | 30.26'     |
| C13         | 109°00'00" | 225.00'  | 38.27'  | 19.88'  | N 53°55'51" W | 38.22'     |
| C14         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | N 78°03'09" E | 35.36'     |
| C15         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | S 13°55'51" E | 35.36'     |
| C16         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | S 78°03'09" W | 35.36'     |
| C17         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | S 13°55'51" E | 35.36'     |
| C18         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | N 78°03'09" E | 35.36'     |
| C19         | 90°00'00"  | 25.00'   | 38.27'  | 25.00'  | S 13°55'51" E | 35.36'     |
| C20         | 12°19'08"  | 175.00'  | 37.42'  | 18.78'  | S 37°10'42" W | 37.25'     |
| C21         | 87°29'28"  | 25.00'   | 35.99'  | 21.92'  | S 84°32'59" W | 32.08'     |
| C22         | 4°30'39"   | 2170.00' | 170.04' | 63.47'  | N 36°27'37" W | 170.00'    |
| C23         | 89°48'00"  | 25.00'   | 39.17'  | 24.90'  | N 12°42'54" W | 35.29'     |

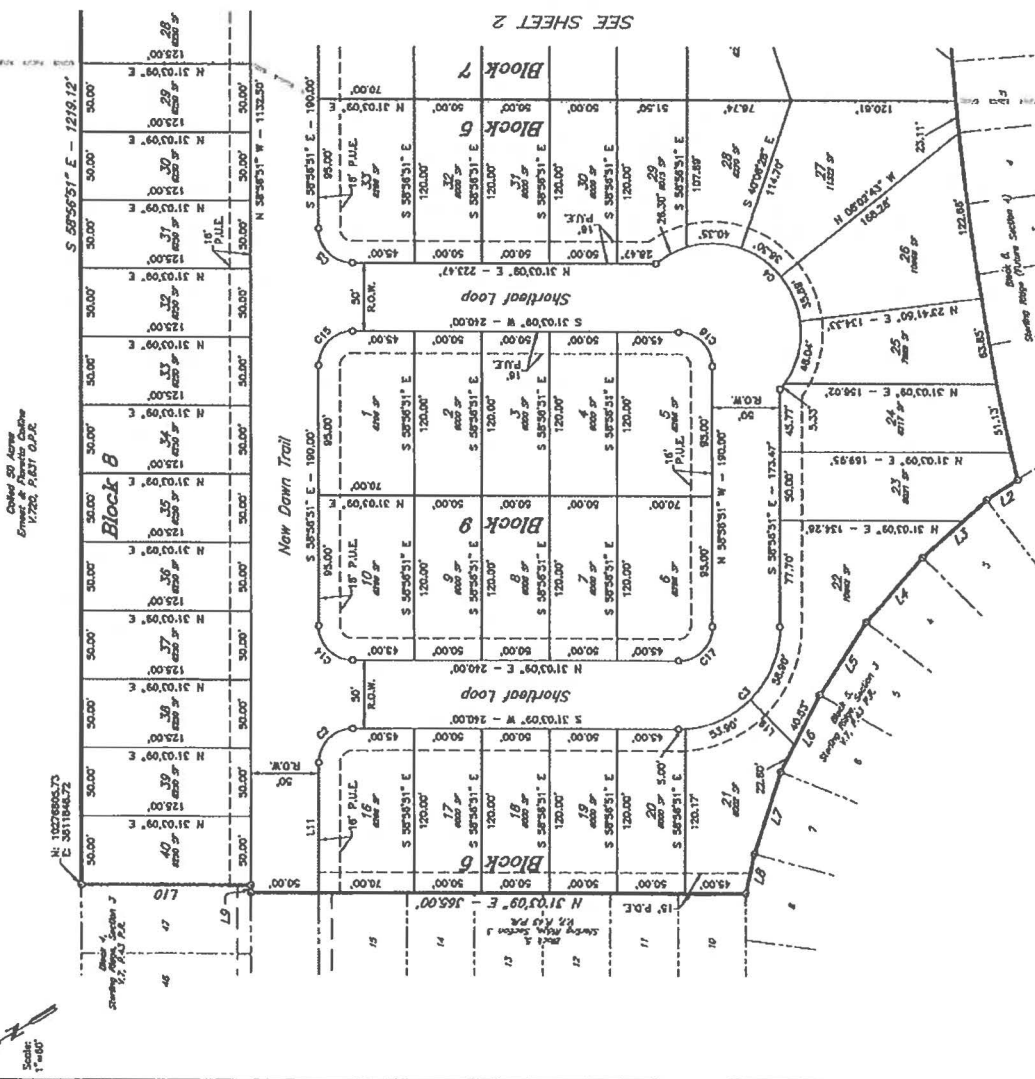
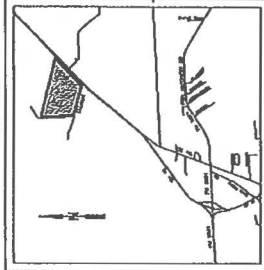
L&P 1/2"=20'  
 --- Public Utility Easement  
 L&P 1/2"=20'  
 0 - 1/2" Road Front  
 0 - 1/2" from Road Set

Unless noted otherwise, corners will be marked with 1/2" iron rod with a glass cap stamped with "L&P Survey"  
 ABBREVIATIONS  
 D.R. Deed Record  
 P.D. Plat Deed  
 P.D.E. Private Deed Easement  
 P.D.E. Private Deed Easement  
 P.D.E. Private Deed Easement  
 P.D.E. Private Deed Easement  
 P.D.E. Private Deed Easement  
 R.D.N. Right-of-Way

# FINAL PLAT STERLING RIDGE SECTION 5 CONSISTING OF 5 BLOCKS, 82 LOTS 16.811 ACRES JESSE PARKER SURVEY, A-36 WALKER COUNTY, TEXAS MARCH, 2022 SCALE: 1" = 80'

Engineer/Platting:  
 Walker County Surveyors, Inc.  
 1000 S.W. 8th Ave., Suite 100  
 College Station, Texas 77845  
 (979) 693-3538  
 Surveyor/Platting:  
 Walker County Surveyors, Inc.  
 1000 S.W. 8th Ave., Suite 100  
 College Station, Texas 77845  
 (979) 693-3538  
 Surveyor/Platting:  
 Walker County Surveyors, Inc.  
 1000 S.W. 8th Ave., Suite 100  
 College Station, Texas 77845  
 (979) 693-3538

LOCATION MAP  
Scale: N.T.S.



| LINE TABLE |                |          |
|------------|----------------|----------|
| LINE       | BEARING        | DISTANCE |
| L1         | S 27°23'30" W  | 51.43'   |
| L2         | N 73°05'00" W  | 27.35'   |
| L3         | N 103°03'30" W | 63.08'   |
| L4         | N 17°42'30" W  | 63.11'   |
| L5         | N 28°17'41" W  | 63.11'   |
| L6         | N 32°19'20" W  | 63.13'   |
| L7         | N 41°00'40" W  | 63.15'   |
| L8         | N 46°37'01" W  | 29.82'   |
| L9         | S 58°55'51" E  | 54.82'   |
| L10        | N 31°03'09" E  | 125.00'  |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L11        | S 58°55'51" E | 95.00'   |
| L12        | N 43°18'15" E | 93.50'   |
| L13        | N 31°03'09" E | 103.45'  |
| L14        | S 58°55'51" E | 92.85'   |
| L15        | S 48°55'51" W | 24.52'   |
| L16        | N 48°55'51" W | 24.52'   |
| L17        | S 31°03'09" W | 109.45'  |
| L18        | S 47°18'15" W | 113.01'  |
| L19        | N 78°03'09" E | 48.27'   |

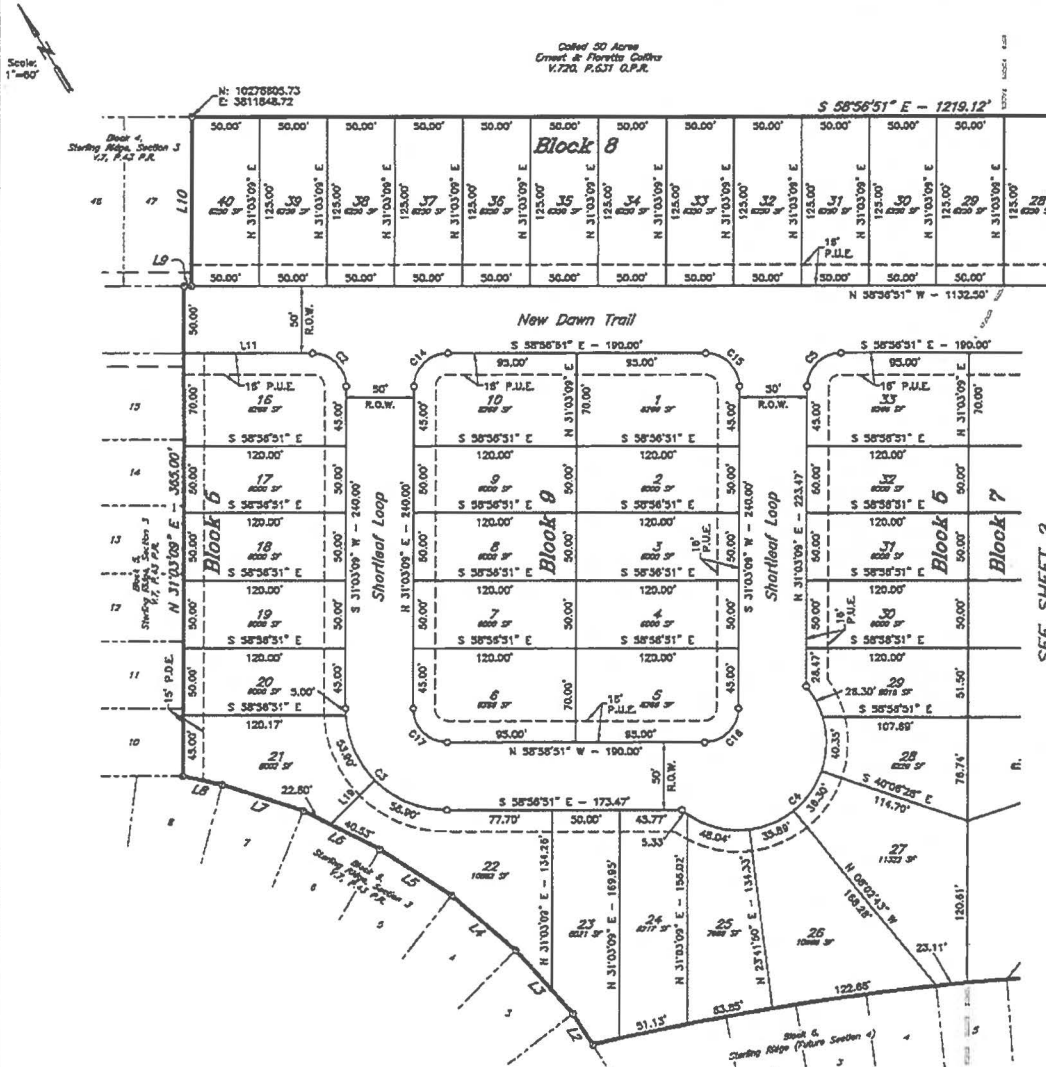




Exhibit B

PI Agreement Approved Plans Sterling Ridge, Phase 5

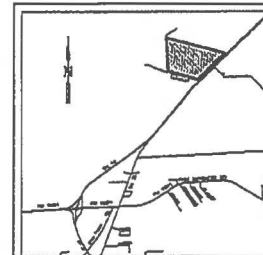




| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 27°25'30" W | 51.43'   |
| L2   | N 1°35'05" W  | 27.33'   |
| L3   | N 10°52'03" W | 83.06'   |
| L4   | N 17°40'57" W | 63.11'   |
| L5   | N 28°17'41" W | 63.11'   |
| L6   | N 32°19'30" W | 63.13'   |
| L7   | N 41°06'49" W | 63.13'   |
| L8   | N 46°37'01" W | 29.62'   |
| L9   | S 58°56'51" E | 5.42'    |
| L10  | N 31°03'09" E | 125.00'  |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L11  | S 58°56'51" E | 95.00'   |
| L12  | N 43°18'15" E | 93.90'   |
| L13  | N 31°03'09" E | 105.43'  |
| L14  | S 58°56'51" E | 82.83'   |
| L15  | S 48°56'51" E | 36.85'   |
| L16  | N 48°56'51" W | 24.32'   |
| L17  | S 31°03'09" W | 105.43'  |
| L18  | S 43°18'15" W | 113.01'  |
| L19  | N 78°03'09" E | 48.27'   |

LOCATION MAP  
Scale: N.T.S.



| CURVE | DELTA      | RADIUS   | LENGTH  | TANGENT | CHORD BRC.    | CHORD DIST. |
|-------|------------|----------|---------|---------|---------------|-------------|
| C1    | 23°00'33"  | 2000.00' | 863.21' | 407.59' | N 69°49'39" W | 797.82'     |
| C2    | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | S 13°56'51" E | 33.36'      |
| C3    | 90°00'00"  | 75.00'   | 117.81' | 75.00'  | S 13°56'51" E | 108.07'     |
| C4    | 169°25'49" | 63.00'   | 192.21' | 702.70' | N 78°03'09" E | 129.43'     |
| C5    | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | N 78°03'09" E | 33.36'      |
| C6    | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | S 13°56'51" E | 33.36'      |
| C7    | 169°18'15" | 63.00'   | 192.07' | 694.37' | S 13°53'04" E | 129.43'     |
| C8    | 3°31'40"   | 2120.80' | 130.53' | 63.26'  | S 58°29'59" E | 130.51'     |
| C9    | 181°58'54" | 63.00'   | 183.72' | 409.20' | N 64°33'48" E | 128.39'     |
| C10   | 12°15'08"  | 225.00'  | 48.11'  | 24.15'  | N 37°10'42" E | 48.02'      |
| C11   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | N 78°03'09" E | 33.36'      |
| C12   | 10°00'00"  | 175.00'  | 30.54'  | 15.31'  | S 53°58'51" E | 30.50'      |
| C13   | 10°00'00"  | 225.00'  | 39.27'  | 19.68'  | N 37°58'51" W | 39.22'      |
| C14   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | N 78°03'09" E | 33.36'      |
| C15   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | S 13°56'51" E | 33.36'      |
| C16   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | S 78°03'09" W | 33.36'      |
| C17   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | S 13°56'51" E | 33.36'      |
| C18   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | N 78°03'09" E | 33.36'      |
| C19   | 90°00'00"  | 25.00'   | 39.27'  | 25.00'  | S 13°56'51" E | 33.36'      |
| C20   | 12°15'08"  | 175.00'  | 37.42'  | 18.76'  | S 37°10'42" W | 37.35'      |
| C21   | 82°29'28"  | 25.00'   | 35.89'  | 21.82'  | S 84°32'39" W | 32.98'      |
| C22   | 4°30'39"   | 2170.00' | 170.84' | 65.47'  | N 36°27'37" W | 170.80'     |
| C23   | 89°46'03"  | 25.00'   | 39.17'  | 24.90'  | N 13°49'54" W | 33.26'      |

**LINE LEGEND**  
 ----- Public Utility Easement  
**LEGEND**  
 ○ - 1/2" Iron Rod Found  
 □ - 1/2" Iron Rod Set  
 Unless noted otherwise, corners will be marked with 1/2" iron rod with a plastic cap stamped with "McClure Browne"  
**ABBREVIATIONS**  
 D.R. Walker County Deed Records  
 O.P.R. Walker County Official Public Records  
 P.D.E. Public Drainage Easement  
 P.D.E. Private Drainage Easement  
 P.R. Walker County Plat Records  
 P.U.E. Public Utility Easement  
 R.O.W. Right-of-Way

## FINAL PLAT

# STERLING RIDGE SECTION 5

CONSISTING OF 5 BLOCKS, 82 LOTS

16.811 ACRES

JESSE PARKER SURVEY, A-36

WALKER COUNTY, TEXAS

MARCH, 2022

SCALE: 1" = 60'

**Draftsman/Developer:**  
Rorick and Son Development Co., LLC  
4090 S. 34th, Suite 103  
College Station, Texas 77845  
(979) 690-1222

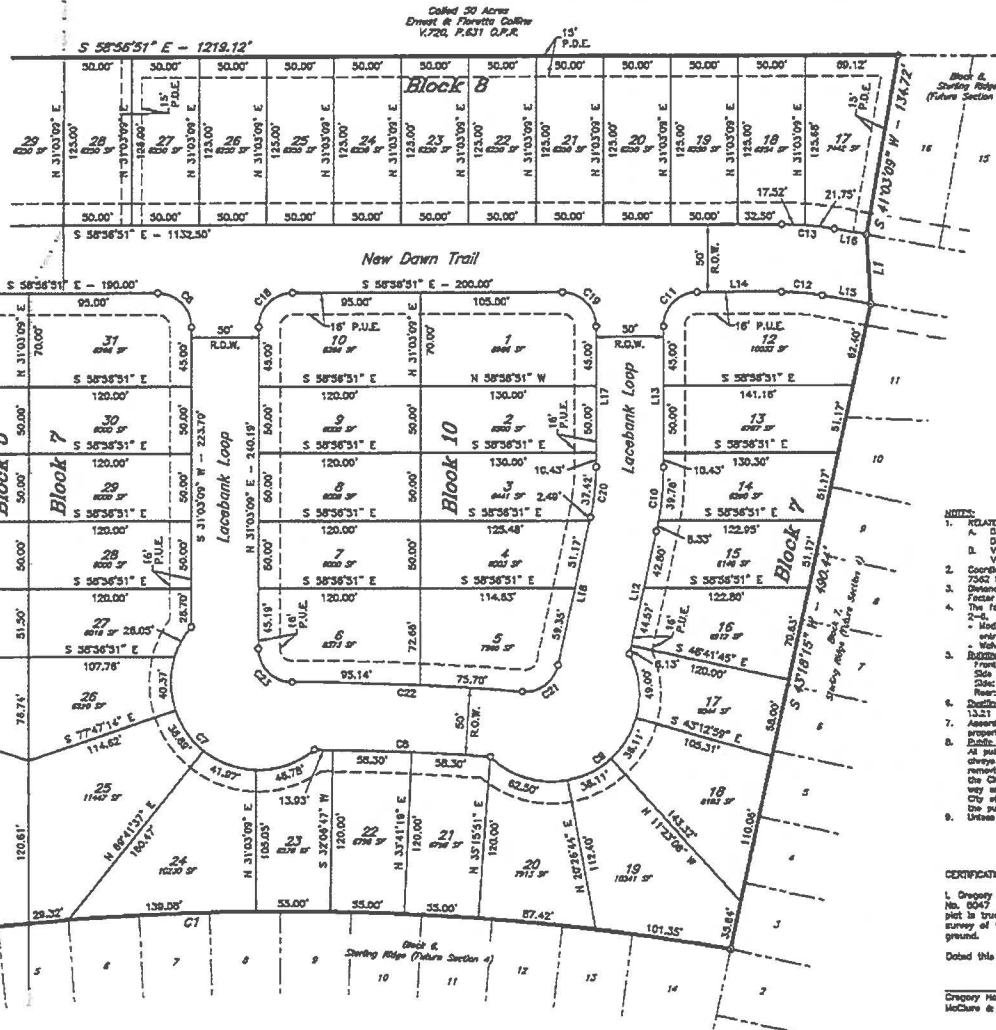
**Engineer and Surveyor:**  
McClure & Browne Engineering/Surveying, Inc.  
1006 Woodcreek Dr., Suite 103  
College Station, Texas 77845  
(979) 693-3538

Texas Firm Registration No. 10102000

**1**

OF 2 SHEETS

Scale  
1"=80'



#### CERTIFICATION BY THE CITY PLANNING OFFICER

I, the undersigned, Planning Officer of the City of Huntsville, Texas, certify that the plat conforms to the City Comprehensive Plan, and all applicable design criteria and standards of the City of Huntsville, Texas.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Planning Officer  
City of Huntsville

#### CERTIFICATION BY THE ENGINEER

I, Jeffery L. Robertson, Licensed Professional Engineer No. 84743 in the State of Texas, hereby certify that proper engineering consideration has been given to this plat regarding design, construction and layout of public improvements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jeffery L. Robertson, P.E.  
McClure & Browne Engineering/Surveying, Inc.

#### CERTIFICATION BY THE CITY ENGINEER

I, the undersigned, City Engineer of Huntsville, Texas, hereby certify that proper engineering consideration has been given to this plat regarding the design and construction of public improvements and related easements and rights-of-way.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City Engineer  
City of Huntsville

#### APPROVAL OF THE PLANNING COMMISSION

This plat has been submitted to and considered by the Planning Commission of the City of Huntsville, Texas, with respect to the platting of the land and is hereby approved by the Commission.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairperson of the Commission  
City of Huntsville

#### CERTIFICATION BY THE COUNTY CLERK

STATE OF TEXAS,  
COUNTY OF WALKER

I, Karl A. French, County Clerk in and for Walker County, do hereby certify that this plat with its certificate of authorization was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the Plat Records of Walker County in Volume \_\_\_\_\_ Page \_\_\_\_\_

Karl A. French, County Clerk  
Walker County, TX

#### NOTES:

1. RELATED DOCUMENTS:  
A. Deed to Rouse and Son Development Co. LLC, Dec. No. 2021-00873, O.P.R.  
B. Vested Plot recorded in V.A. P.178, P.1.  
C. Coordinates and bearings shown herein, are referenced to the City of Huntsville Mapping Control Network, and based on the position of Control Points 7561 and 7562 having published coordinates of N: 10,274,068.315 ft. and E: 3,811,288.241 ft. and N: 10,274,283.714 ft. and E: 3,810,604.623 ft. respectively.  
D. Bearings, shown herein, are provided horizontal and may be converted to the City of Huntsville Mapping Control Network by multiplying by a Combined Scale Factor of 0.999993.  
E. The following Modification and Waiver of the Subdivision Standards were requested and granted by the Planning Commission on October 11, 2018 for Sections 2-4:  
- Modification of Development Code Section 10.501.B to require sidewalk construction on only one side of the proposed streets with the exception of the future widening road off of SH 19 and the extension of, Stag Drive, (formerly Autumn Wood Drive), to the proposed central park area for the subdivision.  
- Waiver of Development Code Section 10.402.B for the required improvement of Street Road.  
F. Right-of-Way: Minimum 60 feet.  
G. Side Street: 25 feet.  
H. Side: 5 feet.  
I. Road: 10 feet.  
J. Right-of-Way (R.O.W.): 132.11 feet/22.22 ft. = 0.16 Acres/0.11.  
K. According to the Flood Insurance Rate Maps for Walker County, Texas and Incorporated Areas, Map Number 48471C02300, effective date August 16, 2011, this property is not located in a Special Flood Hazard Area.  
L. Public easements:  
All public easements devoted on this plat are dedicated to the use of the public forever. Any Public Utility, including the City of Huntsville, shall have the right of ingress and egress to and from and upon these easements for construction, reconstruction, inspection, repairing, maintaining and adding to or removing all or parts of its respective systems without the necessity of any time of notice to the owner of the property. Any public utility including the City of Huntsville shall have the right to move and keep in place all or part of any building, fence, trees, shrubs, other growth or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems or any of the easements shown on this plat. Neither the City of Huntsville nor any public utility shall be responsible for replacing or reimbursing the property owner due to removal or relocation of any structures on the public easements.  
M. Easements indicated, as distances shown along curves are as distances.

#### CERTIFICATION OF THE SURVEYOR

I, Gregory Hepburn, Registered Professional Land Surveyor No. 0047 in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Gregory Hepburn, R.P.L.S.  
McClure & Browne Engineering/Surveying, Inc.

#### NOTARY PUBLIC ACKNOWLEDGMENT

State of Texas,  
County of Brazos.

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_

Notary Public for  
State of Texas

#### NOTARY PUBLIC ACKNOWLEDGMENT

State of Texas,  
County of Brazos.

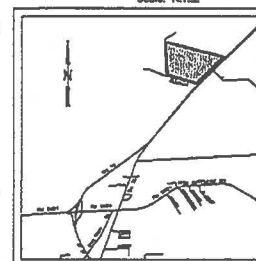
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_

Notary Public for  
State of Texas

#### LOCATION MAP

Scale: N.T.S.



#### OWNER(S) ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS,  
COUNTY OF BRAZOS

I, (we), the undersigned, owner(s) of the land shown on this plat, and designated as **STERLING RIDGE SECTION 5 SUBDIVISION** in the City of Huntsville, Walker County, Texas, and whose name is subscribed herein, do hereby dedicate to the use of the public forever all streets, parks, water courses, drains, easements and public places shown thereon for the purpose and consideration therein expressed.

Doug French, President  
Rouse & Son Development Company, LLC

#### LEIHHOLDER'S ACKNOWLEDGMENT AND SUBORDINATION STATEMENT

I, **Doug French**, Senior Vice President of City Bank of College Station, owner(s) and holder(s) of a lien(s) against the property shown herein, said lien(s) being evidenced by instrument of record in Document No. 2019-51308, of the Official Public Records of Walker County, Texas, do hereby in all things subordinate to said plat said lien(s), and I (we) hereby confirm that I am (we are) the present owner(s) of said lien(s) and have not assigned the same nor any part thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Doug French, Senior Vice President  
City Bank of College Station

## FINAL PLAT

# STERLING RIDGE SECTION 5

CONSISTING OF 5 BLOCKS, 82 LOTS

16.811 ACRES

JESSE PARKER SURVEY, A-36

WALKER COUNTY, TEXAS

MARCH, 2022

SCALE: 1" = 80'

Traverse File Registration No. 10103300

Owner/Developer:  
Rouse and Son Development Co. LLC  
4000 S.H. 8 South  
College Station, Texas 77845  
(979) 800-1222

Engineer and Surveyor:  
McClure & Browne Engineering/Surveying, Inc.  
1008 Woodcreek Dr., Suite 103  
College Station, Texas 77845  
(979) 593-3838

MB  
OF 3 SHEETS

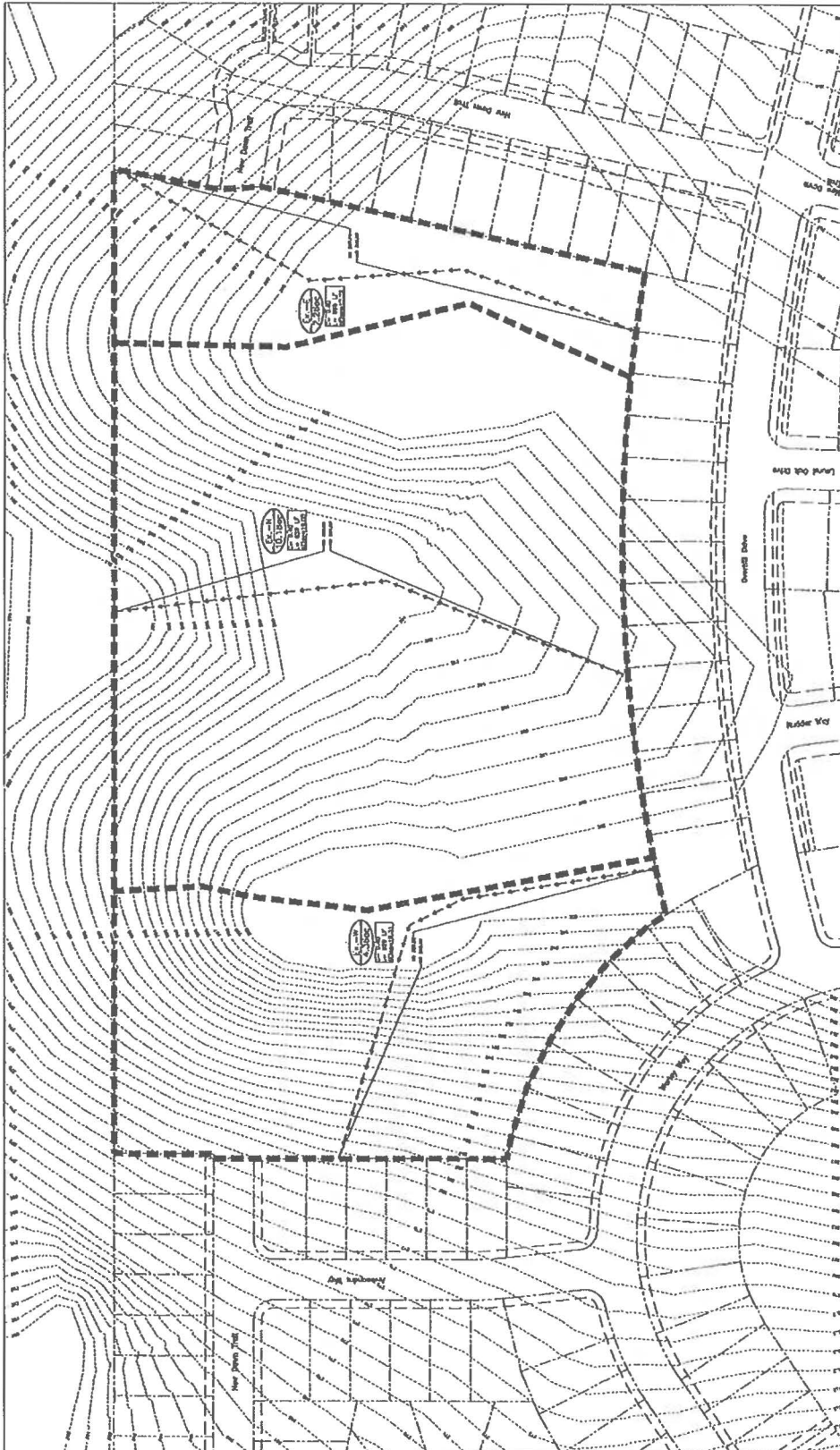
**On 20th**

Pre-Developed Drainage Map

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-19-2007 BY SP-6 BJS/BJS

# REVIEWS

USED FOR BIDDING  
AND CONSTRUCTION



### Pre-Developed Drainage Map

[illegible]

### Book Your Creations - Reduced Method - Free-Schedule Creation

of Southland provided the only national data for the 1990s. The Pennsylvania State University's Center for the Study of the History of the Book, the University of Illinois at Urbana-Champaign's Center for the Study of the History of the Book, and the University of California at Berkeley's Center for the Study of the History of the Book all provided data for the 1990s.

1. Some cities have no bond at all or require citizens to pay the full actual amount of taxes before they can vote on what to spend. Citizens will be responsible for finding and printing all bond issues.

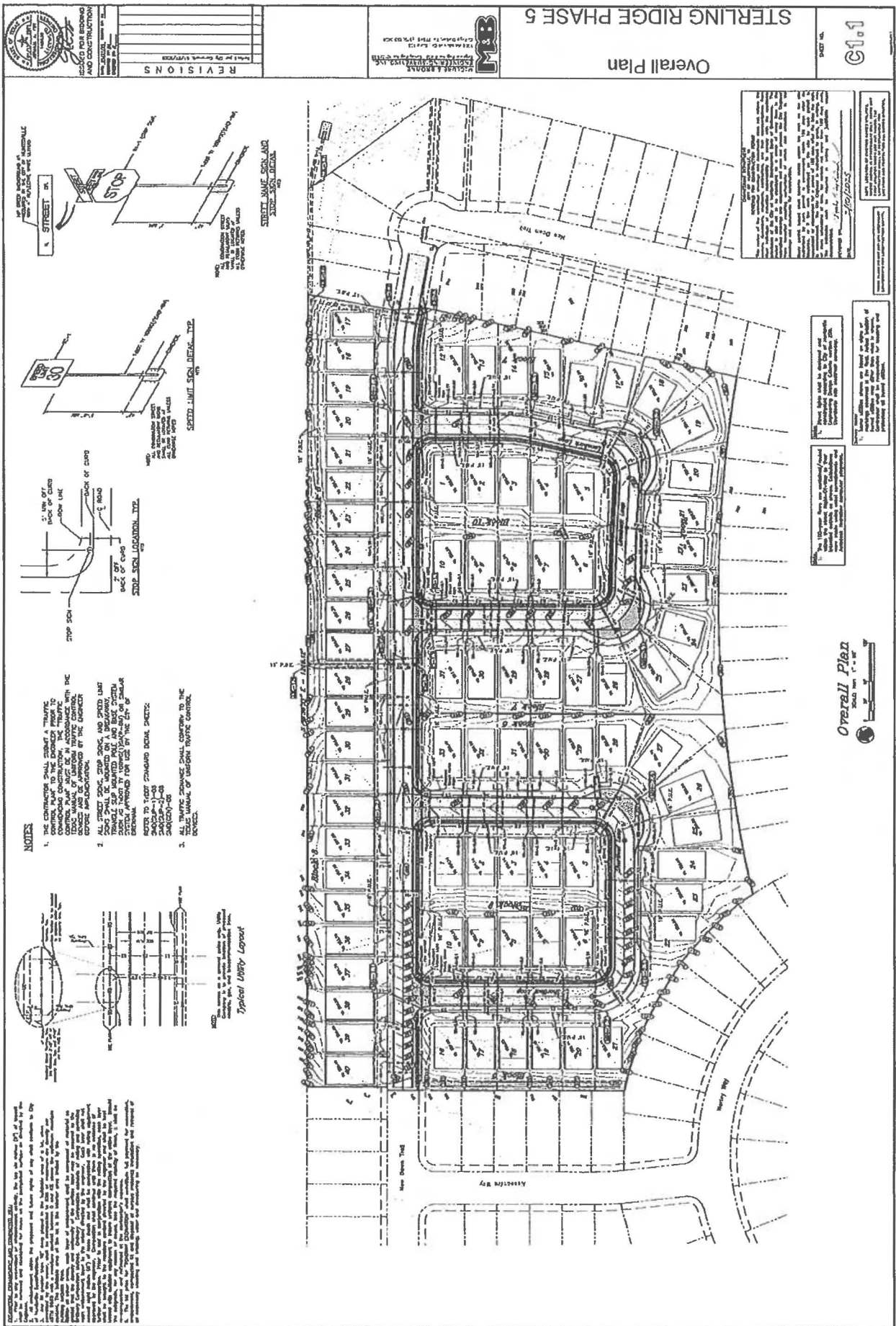


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Some studies suggest they are based on ideas or metaphors involved in the Old. Actual locations of burial sites may differ from what is shown. Burial sites may be responsible for keeping and protecting of burial sites.

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C16

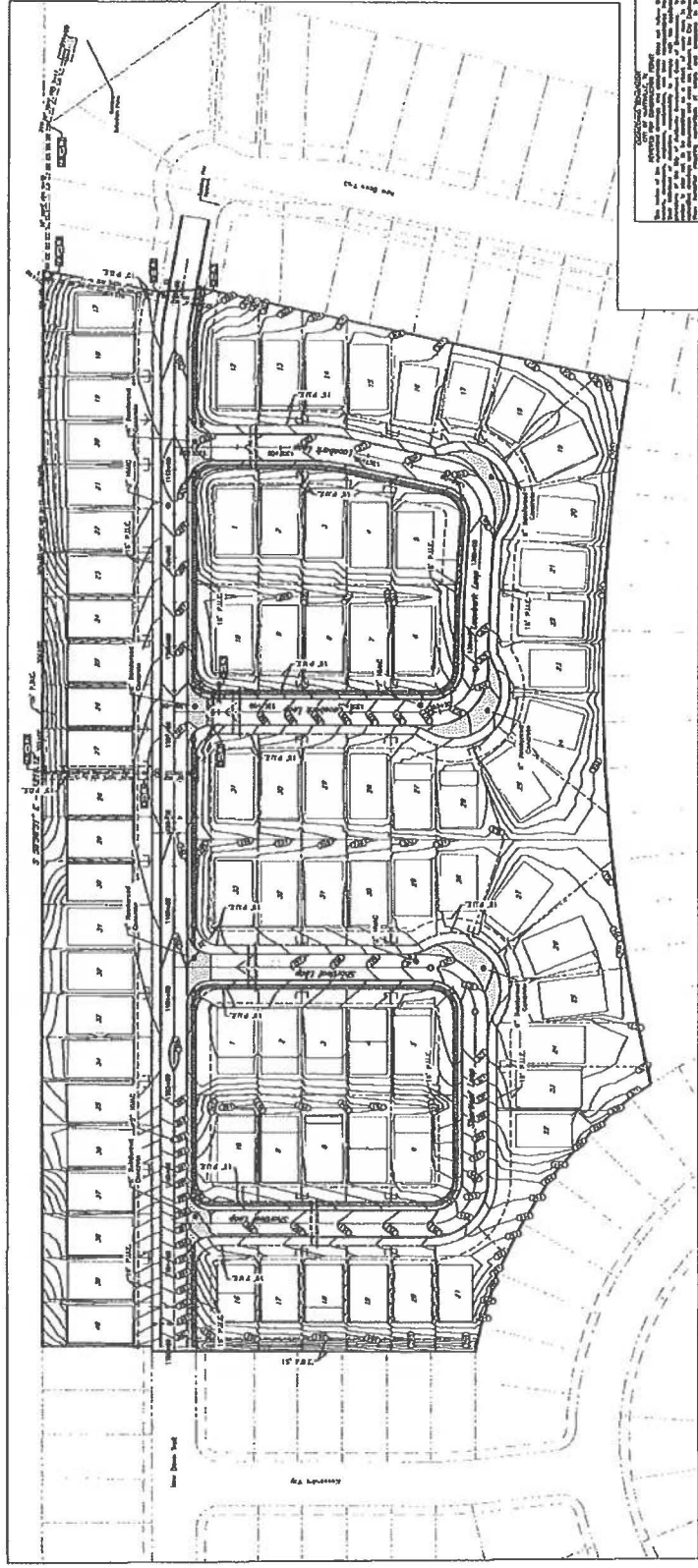
DATE: 10/1/2010  
DRAWN BY: J. J. JONES  
CHECKED BY: J. J. JONES  
PROJECT: STERLING RIDGE PHASE 5  
SHEET: C16

Overall Paving & Storm Plan

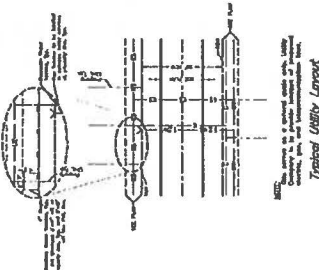


Overall Paving & Storm Plan  
STERLING RIDGE PHASE 5

REVISIONS  
1. 10/1/2010  
2. 10/1/2010  
3. 10/1/2010  
4. 10/1/2010  
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NOTES:  
1. The plan shows the overall paving and storm water management for Sterling Ridge Phase 5. The plan includes numerous rectangular lots, some of which are grouped into larger rectangular blocks. The lots are numbered, and the blocks are labeled with letters. The plan also shows the locations of storm water management features, including detention basins, ponds, and swales. The plan is oriented with North at the top.



NOTES:  
1. The plan shows the overall paving and storm water management for Sterling Ridge Phase 5. The plan includes numerous rectangular lots, some of which are grouped into larger rectangular blocks. The lots are numbered, and the blocks are labeled with letters. The plan also shows the locations of storm water management features, including detention basins, ponds, and swales. The plan is oriented with North at the top.







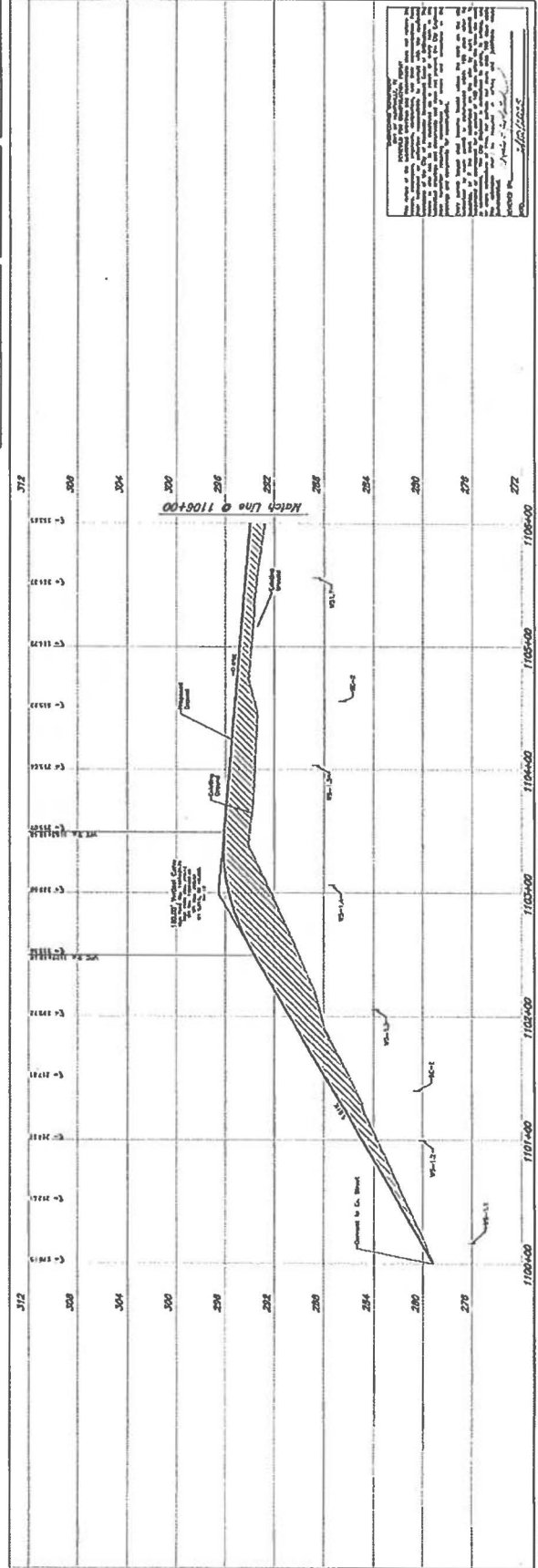
021

STERLING RIDGE PHASE 5  
New Dawn Trail  
Plan and Profile

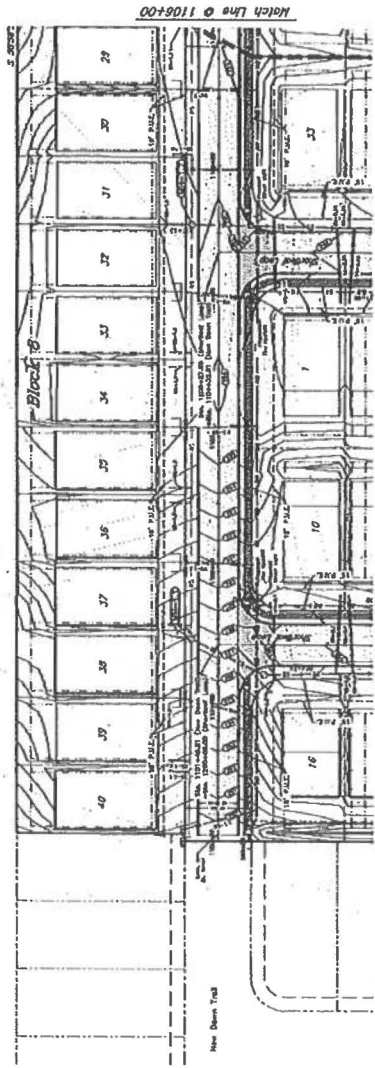
STERLING RIDGE PHASE 5  
New Dawn Trail  
Plan and Profile

REVISIONS  
DATE  
BY  
REASON

NOTES:  
1. THE TRAIL SHALL BE 10 FEET WIDE AT ALL TIMES.  
2. THE TRAIL SHALL BE GRADED TO A 2% DRAINAGE GRADE.  
3. THE TRAIL SHALL BE GRADED TO A 2% DRAINAGE GRADE.  
4. THE TRAIL SHALL BE GRADED TO A 2% DRAINAGE GRADE.  
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9. THE TRAIL SHALL BE GRADED TO A 2% DRAINAGE GRADE.  
10. THE TRAIL SHALL BE GRADED TO A 2% DRAINAGE GRADE.



New Dawn Trail  
10' 0" 1:4"

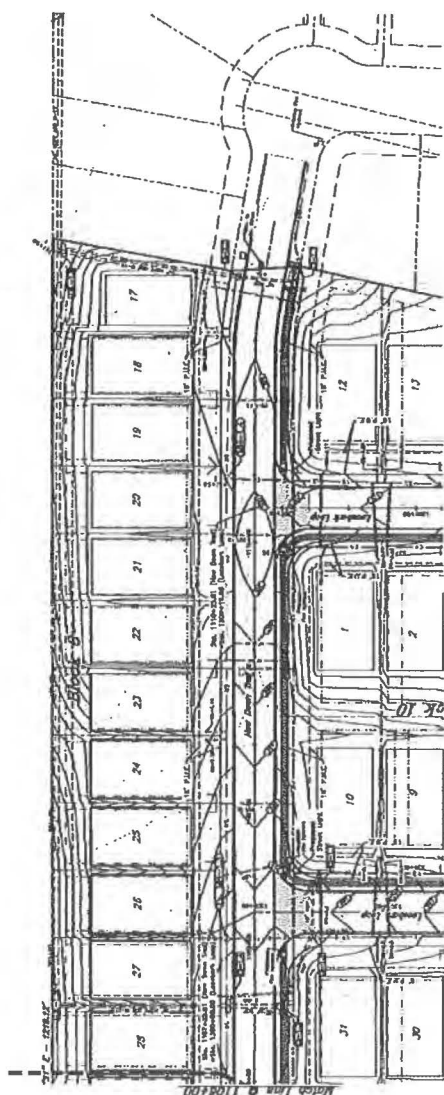


## New Dawn Trail Plan and Profile

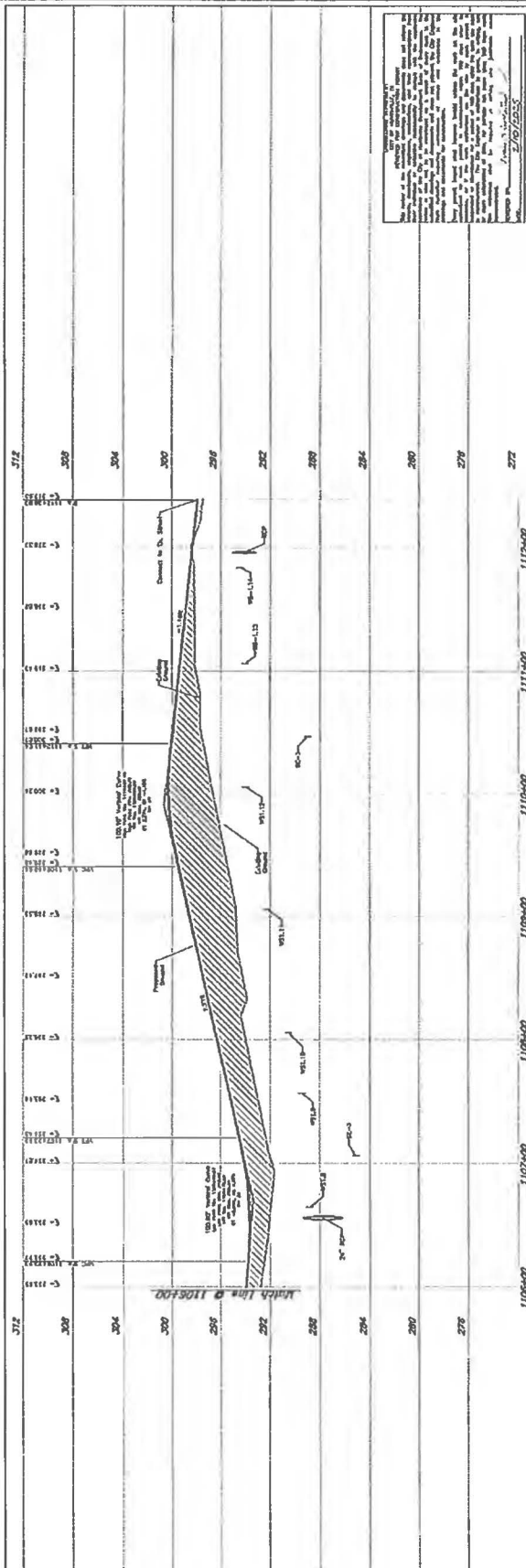
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በጥቅም ሆኖ የሚያገለግል የሥራ ስልጣን

REVIEWS

...FOR BEDDING  
AND CONSTRUCTION



*New Dawn Trail*



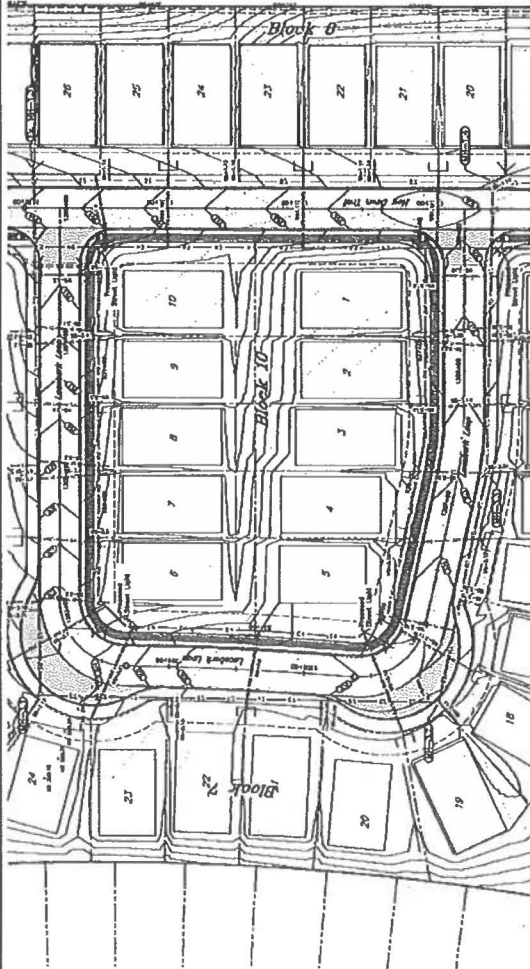


C2.4

# Lacebark Loop Plan and Profile STERLING RIDGE PHASE 5

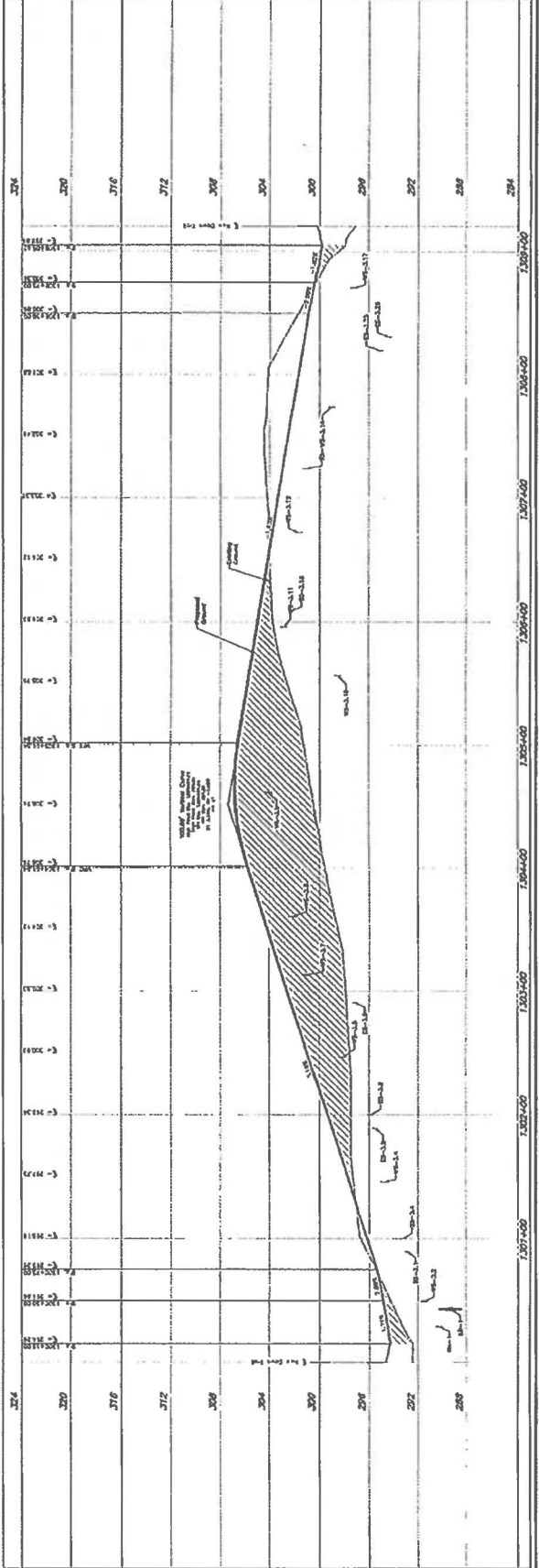
REVISIONS

| NO. | DATE     | DESCRIPTION     |
|-----|----------|-----------------|
| 1   | 11/17/00 | Initial Design  |
| 2   | 12/15/00 | Revised Profile |
| 3   | 01/10/01 | Final Plan      |



Lacebark Loop  
Scale: 1" = 40'

NOTES:  
1. All dimensions are in feet and inches.  
2. All elevations are in feet above sea level.  
3. All bearings are in degrees, minutes, and seconds.  
4. All distances are in feet.  
5. All areas are in square feet.  
6. All volumes are in cubic feet.  
7. All weights are in pounds.  
8. All forces are in pounds.  
9. All moments are in foot-pounds.  
10. All stresses are in pounds per square inch.  
11. All strains are in inches per inch.  
12. All deflections are in inches.  
13. All settlements are in inches.  
14. All movements are in inches.  
15. All rotations are in degrees.  
16. All translations are in feet.  
17. All accelerations are in feet per second squared.  
18. All velocities are in feet per second.  
19. All displacements are in feet.  
20. All deformations are in inches.  
21. All distortions are in inches.  
22. All strains are in inches per inch.  
23. All stresses are in pounds per square inch.  
24. All forces are in pounds.  
25. All moments are in foot-pounds.  
26. All areas are in square feet.  
27. All volumes are in cubic feet.  
28. All weights are in pounds.  
29. All distances are in feet.  
30. All bearings are in degrees, minutes, and seconds.  
31. All elevations are in feet above sea level.  
32. All dimensions are in feet and inches.







232

# Storm Drain SD-2 Plan and Profile STERLING RIDGE PHASE 5

DATE: 11/11/2011  
DRAWN BY: J. L. HARRIS  
CHECKED BY: J. L. HARRIS  
IN CHARGE: J. L. HARRIS  
PROJECT: STERLING RIDGE PHASE 5  
SHEET: 232

## REVISIONS

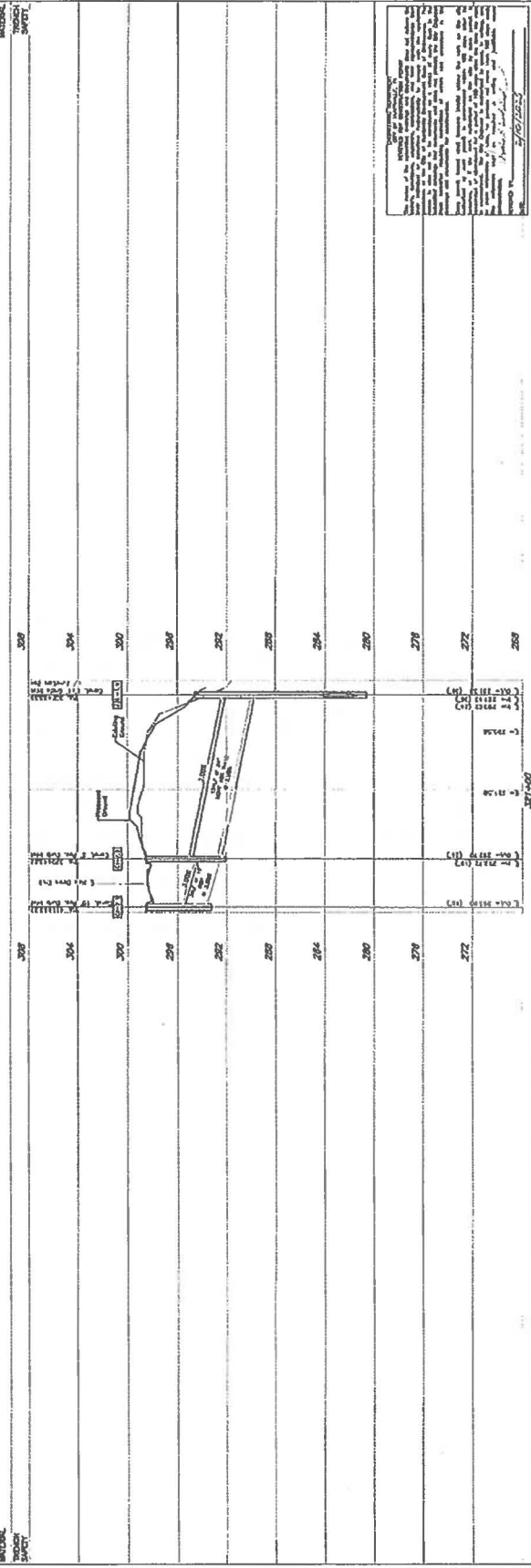
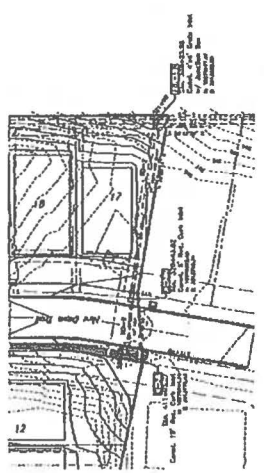
NO. 1  
DATE 11/11/2011  
BY J. L. HARRIS  
DESCRIPTION: Initial Design



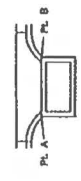
NOTES:  
1. All dimensions are in feet and inches.  
2. All elevations are in feet above sea level.  
3. All slopes are as shown on the plan view.  
4. All structures are to be constructed of concrete.  
5. All structures are to be finished with a smooth surface.  
6. All structures are to be painted with a white paint.  
7. All structures are to be maintained in good condition.  
8. All structures are to be kept free of debris.  
9. All structures are to be kept free of obstructions.  
10. All structures are to be kept free of overgrowth.

1. The storm drain is to be constructed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 700, Part 1, Subsection 1.01, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 700, Part 1, Subsection 1.02.

## SD-2 Plan and Profile



| Item # | Pl. | Alignment    | Station    | Offset   | 7/8" Elev. |
|--------|-----|--------------|------------|----------|------------|
| C-2.1  | A   | New Down Trd | 1111+90.87 | 17.25' R | 298.73     |
|        | B   |              | 1112+03.87 | 17.25' R | 298.43     |
| C-2.2  | A   | New Down Trd | 1112+03.87 | 17.25' L | 298.43     |
|        | B   |              | 1111+90.87 | 17.25' L | 298.46     |



C41

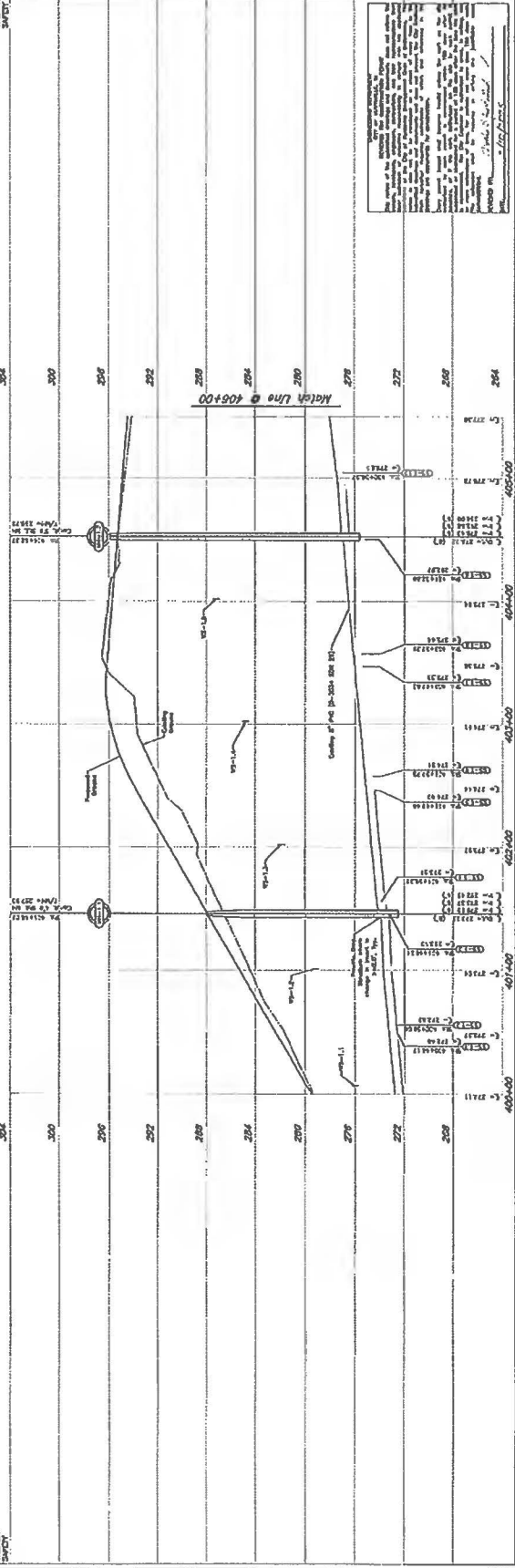
STERLING RIDGE PHASE 5  
Plan and Profile  
Ex. Sewer Line SE-1

DATE: 10/12/2011  
PROJECT: STERLING RIDGE PHASE 5  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

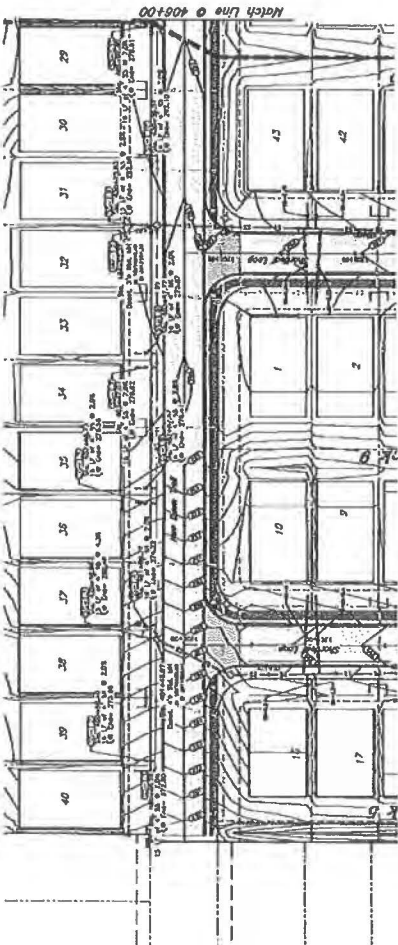
REVISIONS



| NO. | DATE       | DESCRIPTION    |
|-----|------------|----------------|
| 1   | 10/12/2011 | Initial Design |
| 2   | 10/12/2011 | Revised Design |
| 3   | 10/12/2011 | Final Design   |
| 4   | 10/12/2011 | As-Built       |
| 5   | 10/12/2011 | Revised Design |
| 6   | 10/12/2011 | Final Design   |
| 7   | 10/12/2011 | As-Built       |
| 8   | 10/12/2011 | Revised Design |
| 9   | 10/12/2011 | Final Design   |
| 10  | 10/12/2011 | As-Built       |
| 11  | 10/12/2011 | Revised Design |
| 12  | 10/12/2011 | Final Design   |
| 13  | 10/12/2011 | As-Built       |
| 14  | 10/12/2011 | Revised Design |
| 15  | 10/12/2011 | Final Design   |
| 16  | 10/12/2011 | As-Built       |
| 17  | 10/12/2011 | Revised Design |
| 18  | 10/12/2011 | Final Design   |
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| 22  | 10/12/2011 | As-Built       |
| 23  | 10/12/2011 | Revised Design |
| 24  | 10/12/2011 | Final Design   |
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| 30  | 10/12/2011 | Final Design   |
| 31  | 10/12/2011 | As-Built       |
| 32  | 10/12/2011 | Revised Design |
| 33  | 10/12/2011 | Final Design   |
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| 35  | 10/12/2011 | Revised Design |
| 36  | 10/12/2011 | Final Design   |
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| 97  | 10/12/2011 | As-Built       |
| 98  | 10/12/2011 | Revised Design |
| 99  | 10/12/2011 | Final Design   |
| 100 | 10/12/2011 | As-Built       |



Ex. Sewer Line SE-1





Sewer Line SE-2  
Plan and Profile

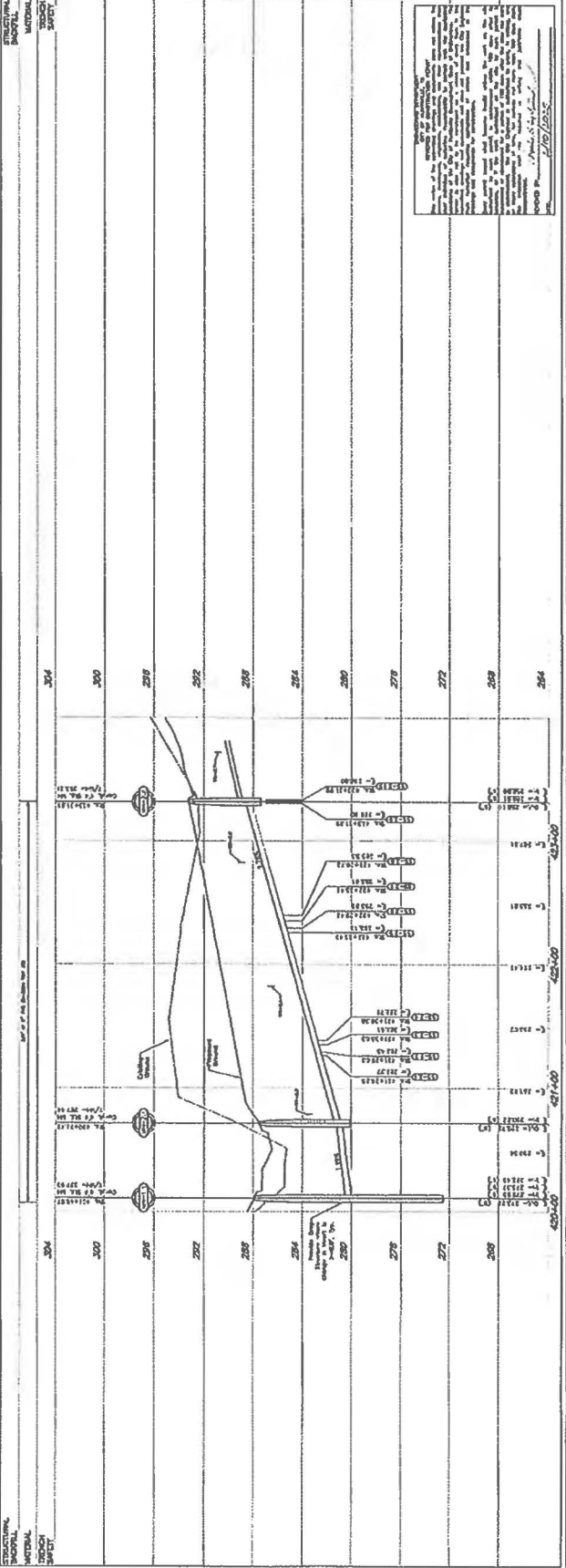
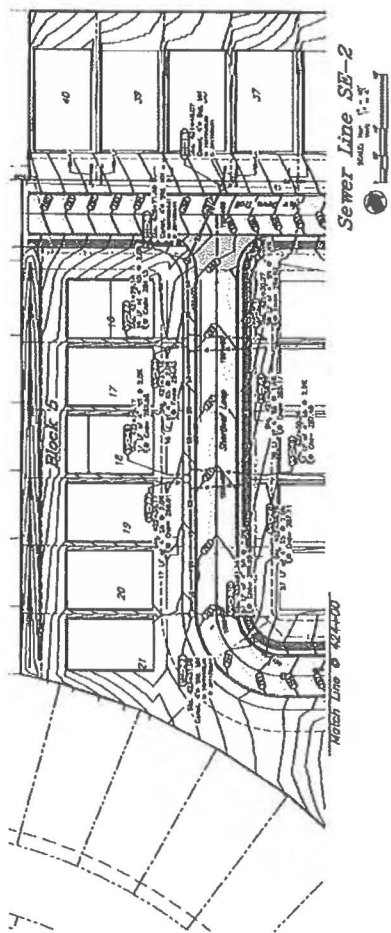
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NOT FOR OFFICIAL USE



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Weighted points of individualized performance are calculated for each manager at each time point, and the average of these points is the overall manager score. The average of the scores for all managers is the overall score for the company. The overall score for the company is the weighted average of the scores for all companies.









SHEET NO. **C4.6**

**Sewer Line SE-3**  
Plan and Profile  
**STERLING RIDGE PHASE 5**

**REVISIONS**

| NO. | DATE      | DESCRIPTION            |
|-----|-----------|------------------------|
| 1   | 10/1/2008 | Issue for Review       |
| 2   | 10/1/2008 | Issue for Construction |



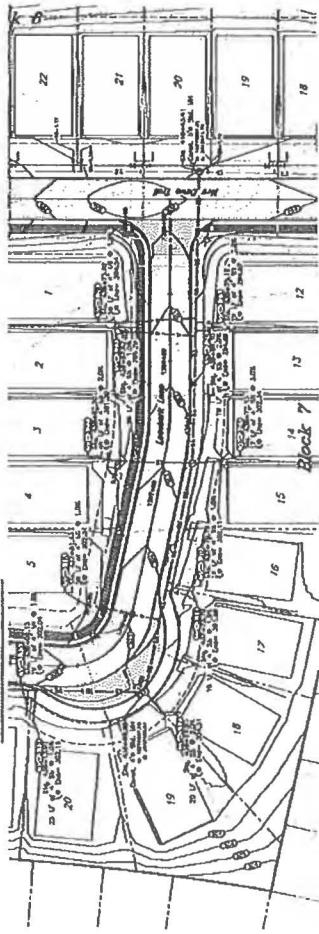
**NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS.
2. THE SEWER LINE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS.
3. THE SEWER LINE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS.
4. THE SEWER LINE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD AND THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS.
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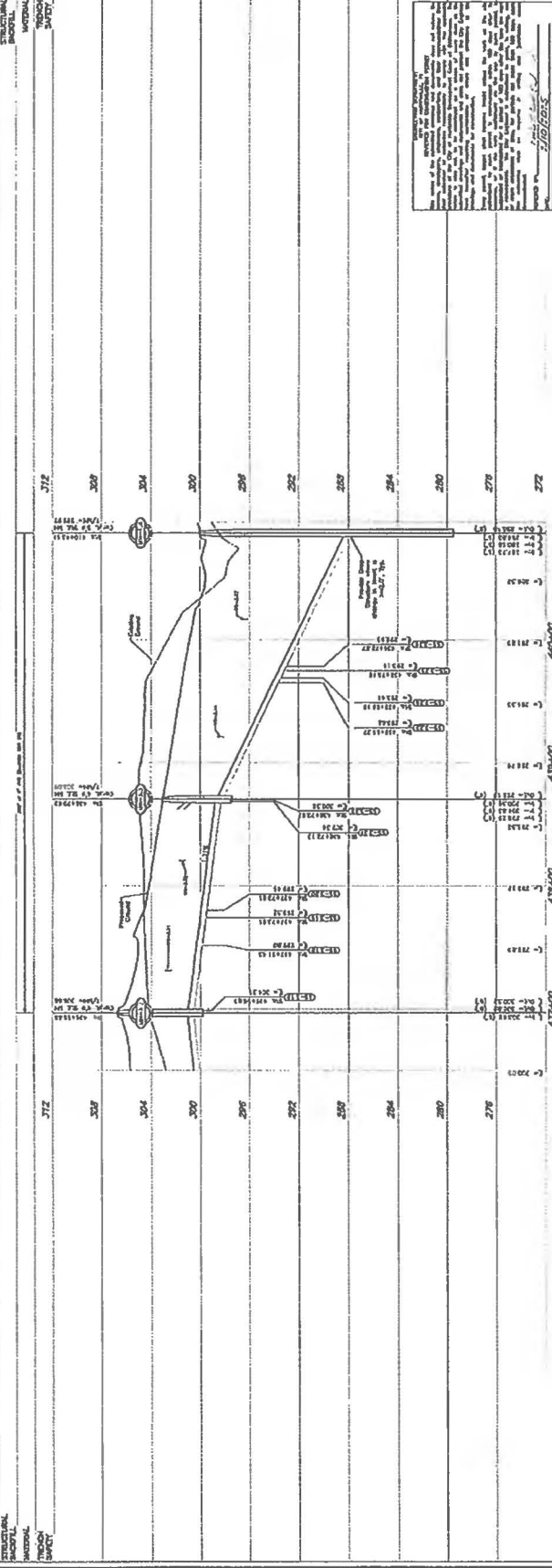
**STRUCTURAL**  
MANHOLE  
CATCH BASIN  
PUMP

**NOTES:**

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**Sewer Line SE-3**

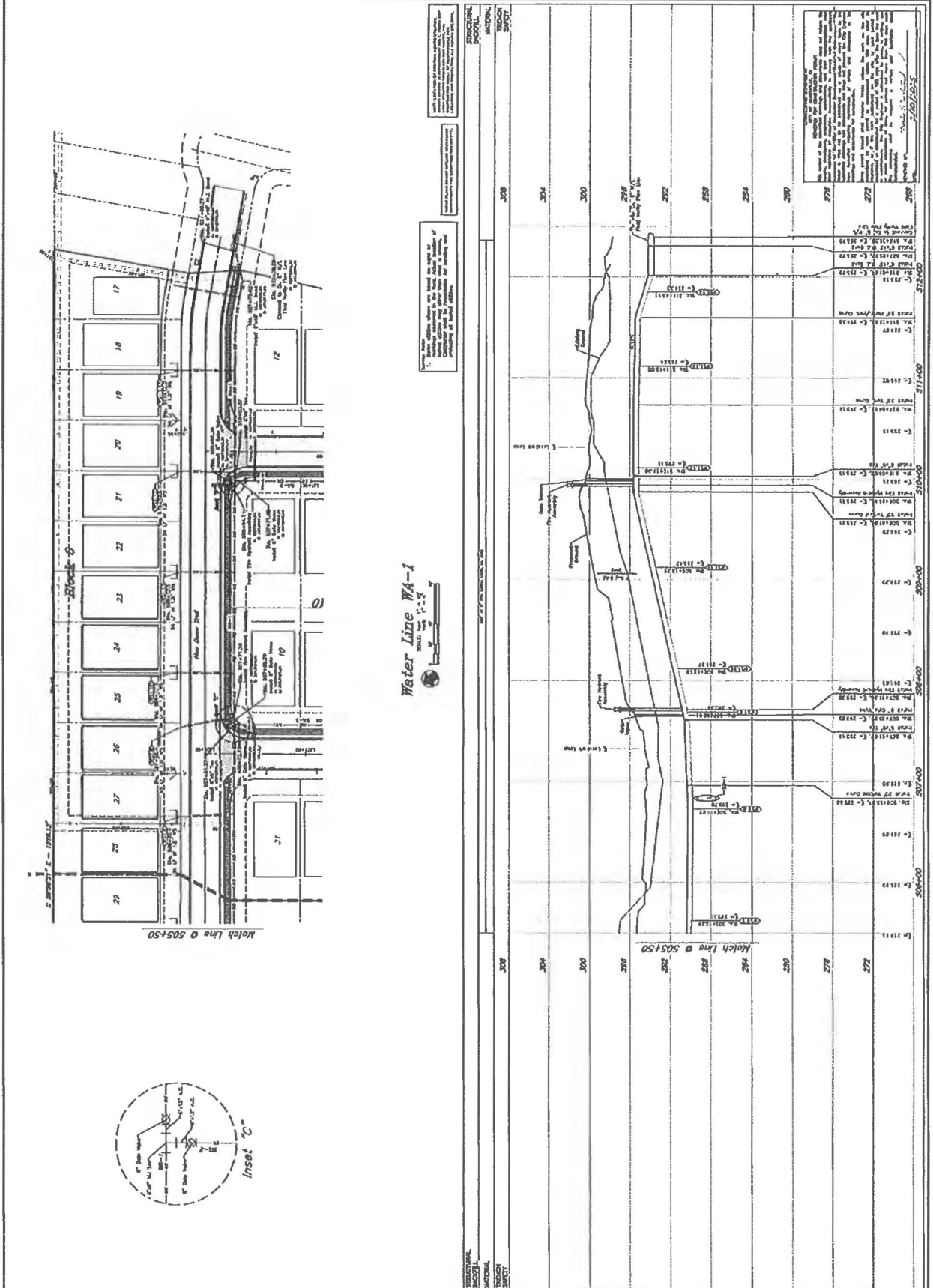




Water Line WA-1  
Plan and Profile

155VAC 119022  
EXHIBIT 119022  
119022

## REVIEWS





54

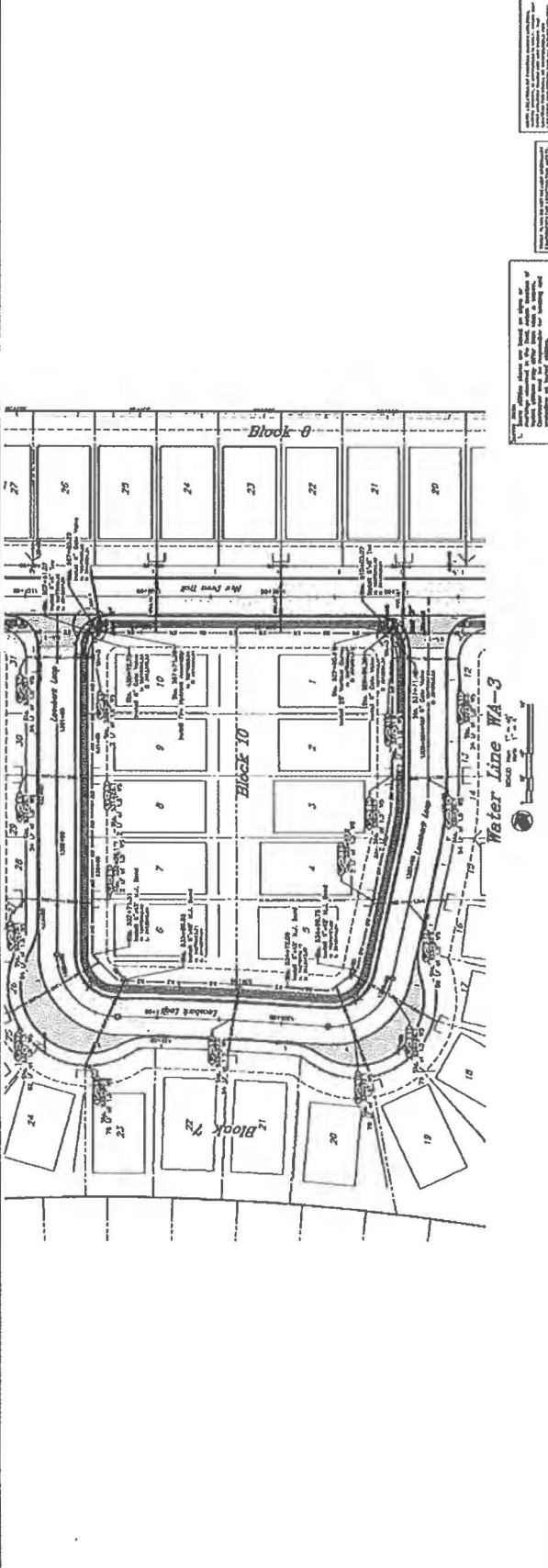
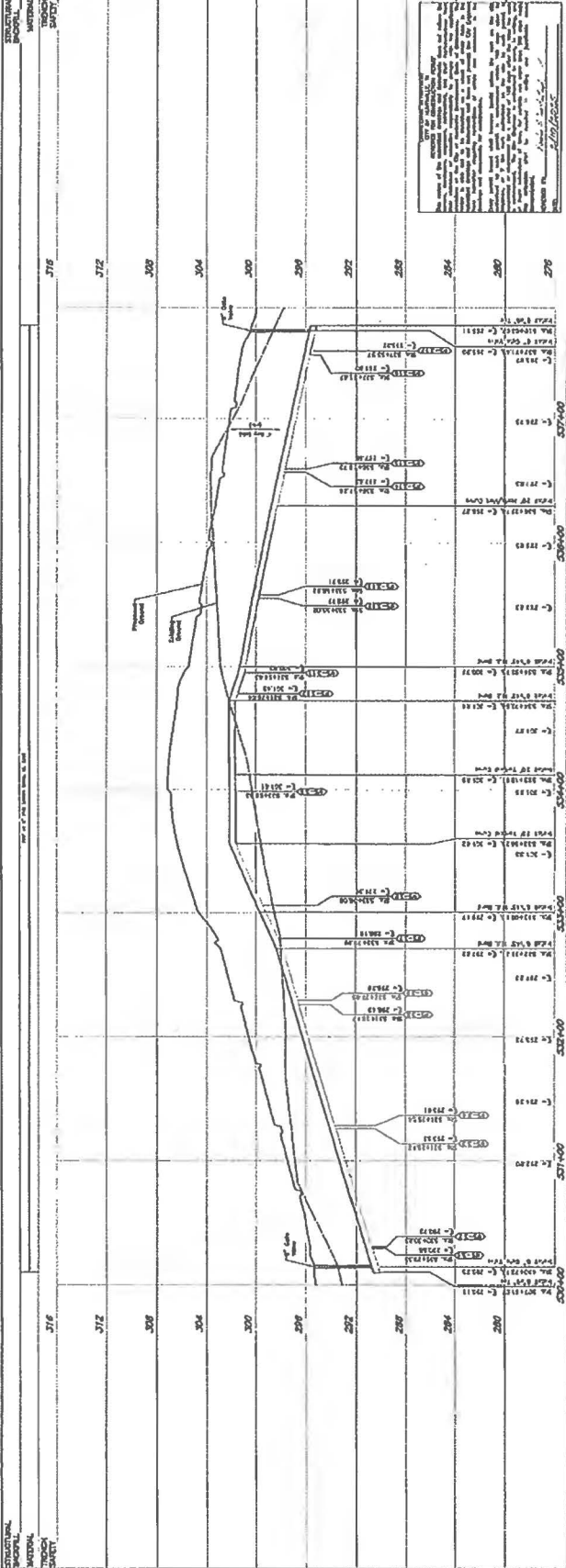
# STERLING RIDGE PHASE 5 Plan and Profile Water Line WA-3

DATE: 10/1/2013  
DRAWN BY: J. M. B. / J. M. B.  
CHECKED BY: J. M. B. / J. M. B.  
SCALE: 1" = 40' (PLAN), 1" = 10' (PROFILE)

REVISIONS



NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. THE PROFILE VIEW IS A REPRESENTATION OF THE PROPOSED WATER LINE.  
3. THE PLAN VIEW IS A REPRESENTATION OF THE PROPOSED WATER LINE.  
4. THE WATER LINE IS TO BE INSTALLED AT A DEPTH OF 4 FEET BELOW FINISHED GRADE.  
5. THE WATER LINE IS TO BE INSTALLED IN A 12" DIA. DUCT BANK.  
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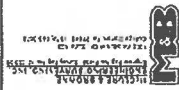




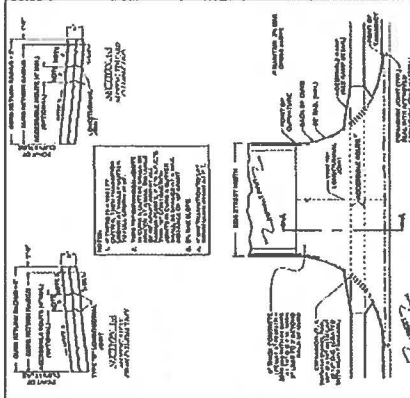


STERLING RIDGE PHASE 5

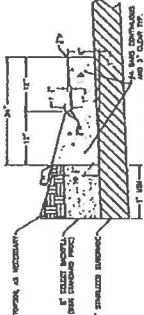
## Paving Details

REVISIONS

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STREET APRON**

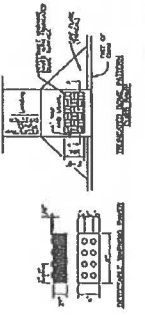
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**LEARNING GOALS AND OBJECTIVES**

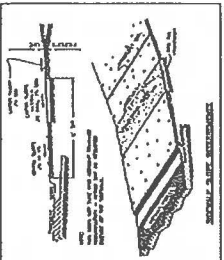


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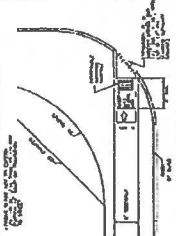
**DEPARTMENT OF THE ARMY**

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DESIGNED FOR RECORD AND CONSTRUCTION

# STERLING RIDGE PHASE 5

## Domestic Water Details

565

565

REVISIONS

| NO. | DATE       | DESCRIPTION    |
|-----|------------|----------------|
| 1   | 01/11/2018 | Initial Design |

DESIGNED BY: J. B. B. B.

CHECKED BY: J. B. B. B.

DATE: 01/11/2018

PROJECT NO. 1701253

DATE: 01/11/2018

DESIGNED BY: J. B. B. B.

CHECKED BY: J. B. B. B.

DATE: 01/11/2018

PROJECT NO. 1701253

DATE: 01/11/2018

DESIGNED BY: J. B. B. B.

CHECKED BY: J. B. B. B.

DATE: 01/11/2018

DESIGNED BY: J. B. B. B.

CHECKED BY: J. B. B. B.

DATE: 01/11/2018

PROJECT NO. 1701253

DATE: 01/11/2018

DESIGNED BY: J. B. B. B.

CHECKED BY: J. B. B. B.

DATE: 01/11/2018

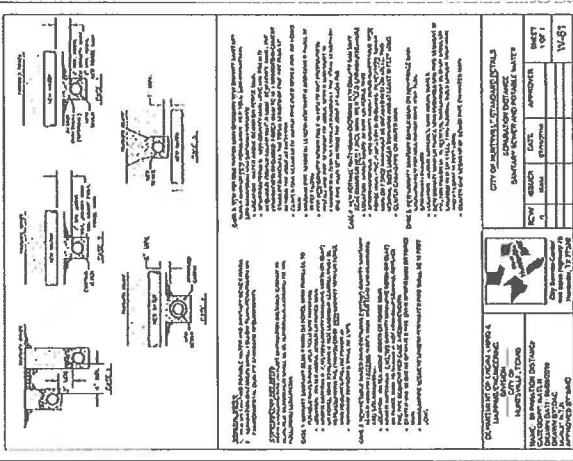
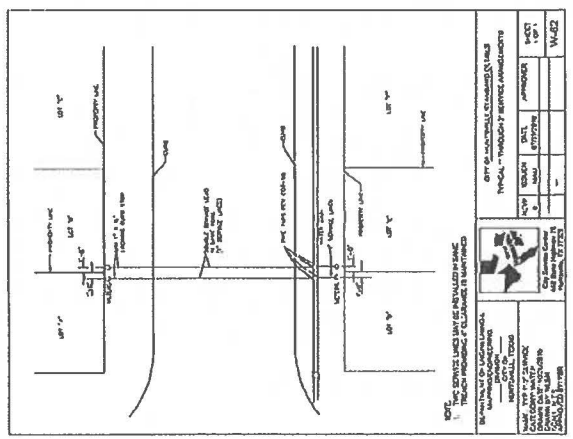
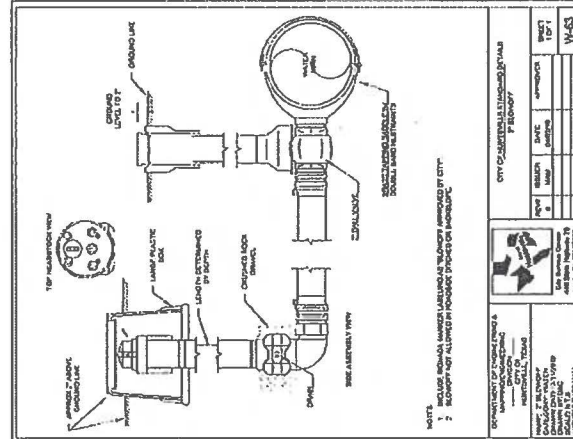
# Domestic Water Details STERLING RIDGE PHASE 5

**MB**  
MCCOY & BROS. INC.  
ENGINEERS & ARCHITECTS  
10000 W. 11TH AVENUE, SUITE 100  
DENVER, CO 80233  
TEL: 303.751.1100  
FAX: 303.751.1101  
WWW.MBENGINEERS.COM

REVISIONS



NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL MATERIALS SHALL BE AS SHOWN OR APPROVED BY THE CITY.  
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS.  
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER STANDARDS.  
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER ORDINANCES.  
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER RESOLUTIONS.  
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER POLICIES.  
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER PROCEDURES.  
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER BEST PRACTICES.  
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER GOALS AND OBJECTIVES.









# Sanitary Sewer Details STERLING RIDGE PHASE 5

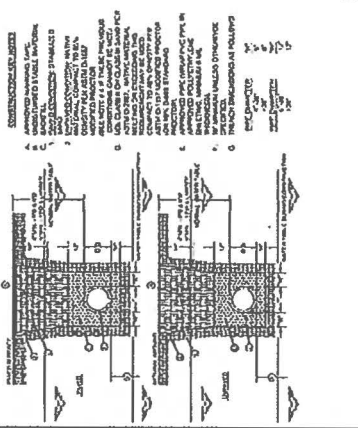
REVISIONS

| NO. | DATE    | DESCRIPTION                         |
|-----|---------|-------------------------------------|
| 1   | 10/1/03 | ISSUED FOR BIDDING AND CONSTRUCTION |

NOTES:  
1. SEE SHEET 15 FOR GENERAL NOTES.  
2. SEE SHEET 15 FOR MATERIALS AND METHODS.  
3. SEE SHEET 15 FOR CONSTRUCTION DETAILS.  
4. SEE SHEET 15 FOR FINISHES.  
5. SEE SHEET 15 FOR ELEVATIONS.  
6. SEE SHEET 15 FOR DIMENSIONS.  
7. SEE SHEET 15 FOR TOLERANCES.  
8. SEE SHEET 15 FOR QUALITY CONTROL.  
9. SEE SHEET 15 FOR SAFETY.  
10. SEE SHEET 15 FOR ENVIRONMENTAL PROTECTION.  
11. SEE SHEET 15 FOR UTILITIES.  
12. SEE SHEET 15 FOR ADJUSTMENTS.  
13. SEE SHEET 15 FOR RECORDS.  
14. SEE SHEET 15 FOR AS-BUILT.  
15. SEE SHEET 15 FOR FINAL REVIEW.

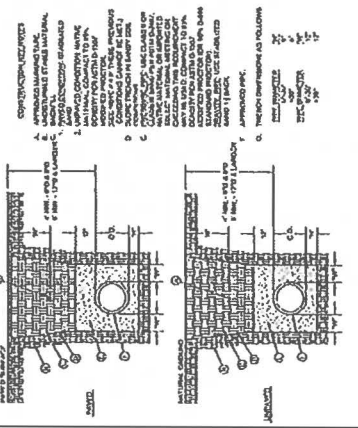
| NO. | DATE    | DESCRIPTION                         |
|-----|---------|-------------------------------------|
| 1   | 10/1/03 | ISSUED FOR BIDDING AND CONSTRUCTION |

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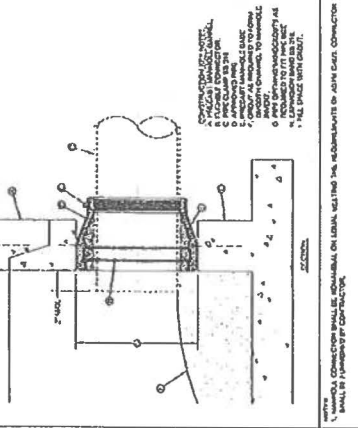
| NO. | DATE    | DESCRIPTION                         |
|-----|---------|-------------------------------------|
| 1   | 10/1/03 | ISSUED FOR BIDDING AND CONSTRUCTION |

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14. SEE SHEET 15 FOR AS-BUILT.  
15. SEE SHEET 15 FOR FINAL REVIEW.



| NO. | DATE    | DESCRIPTION                         |
|-----|---------|-------------------------------------|
| 1   | 10/1/03 | ISSUED FOR BIDDING AND CONSTRUCTION |

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3. SEE SHEET 15 FOR CONSTRUCTION DETAILS.  
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14. SEE SHEET 15 FOR AS-BUILT.  
15. SEE SHEET 15 FOR FINAL REVIEW.











C6.12

SHEET 48

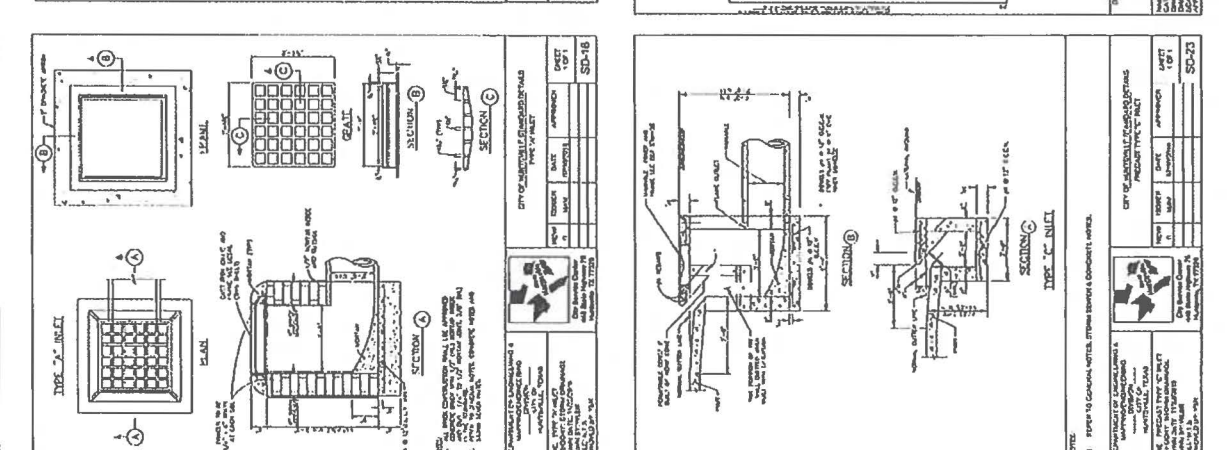
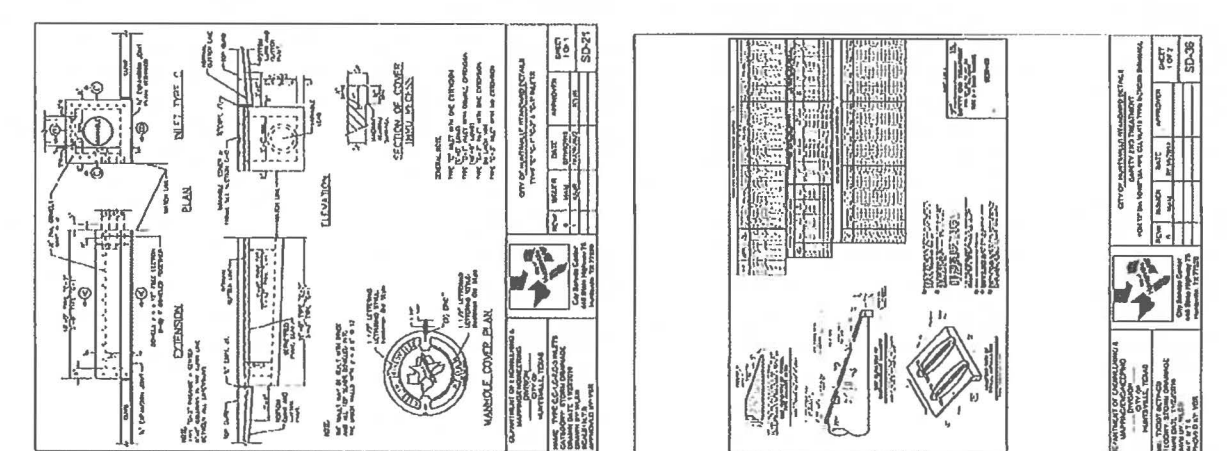
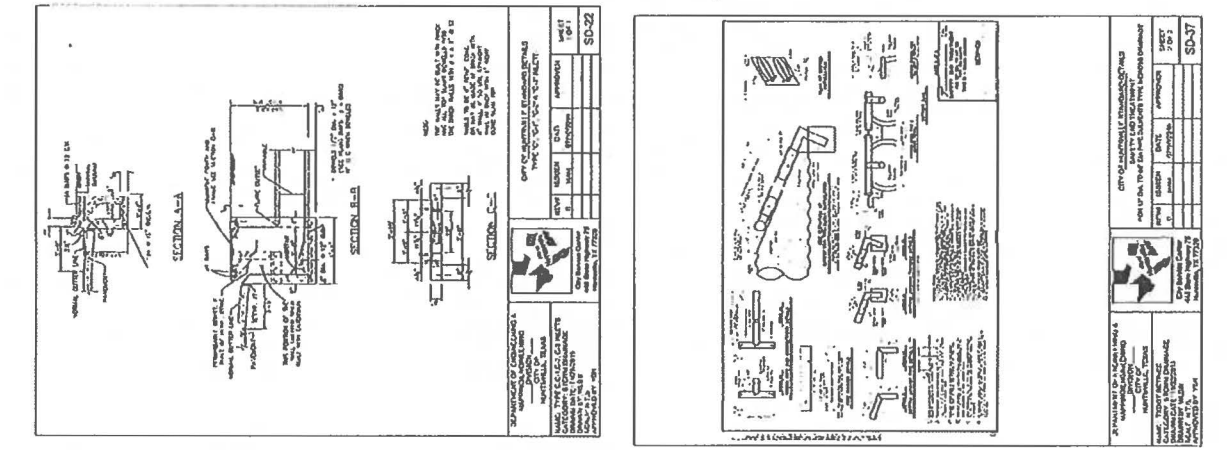
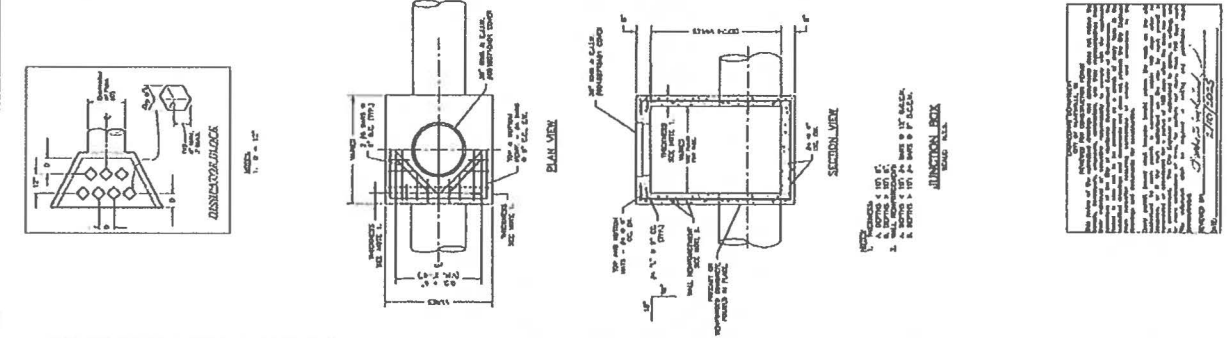
# Storm Drain Details

## STERLING RIDGE PHASE 5

STRUCTURE & PROPOSED  
STORM DRAINAGE SYSTEM  
FOR PHASE 5, STERLING RIDGE  
SUBDIVISION, TOWN OF  
STERLING, NEW YORK  
DESIGNED BY: J. J. FLYNN, P.E.  
DATE: 10/15/2013



### REVISIONS









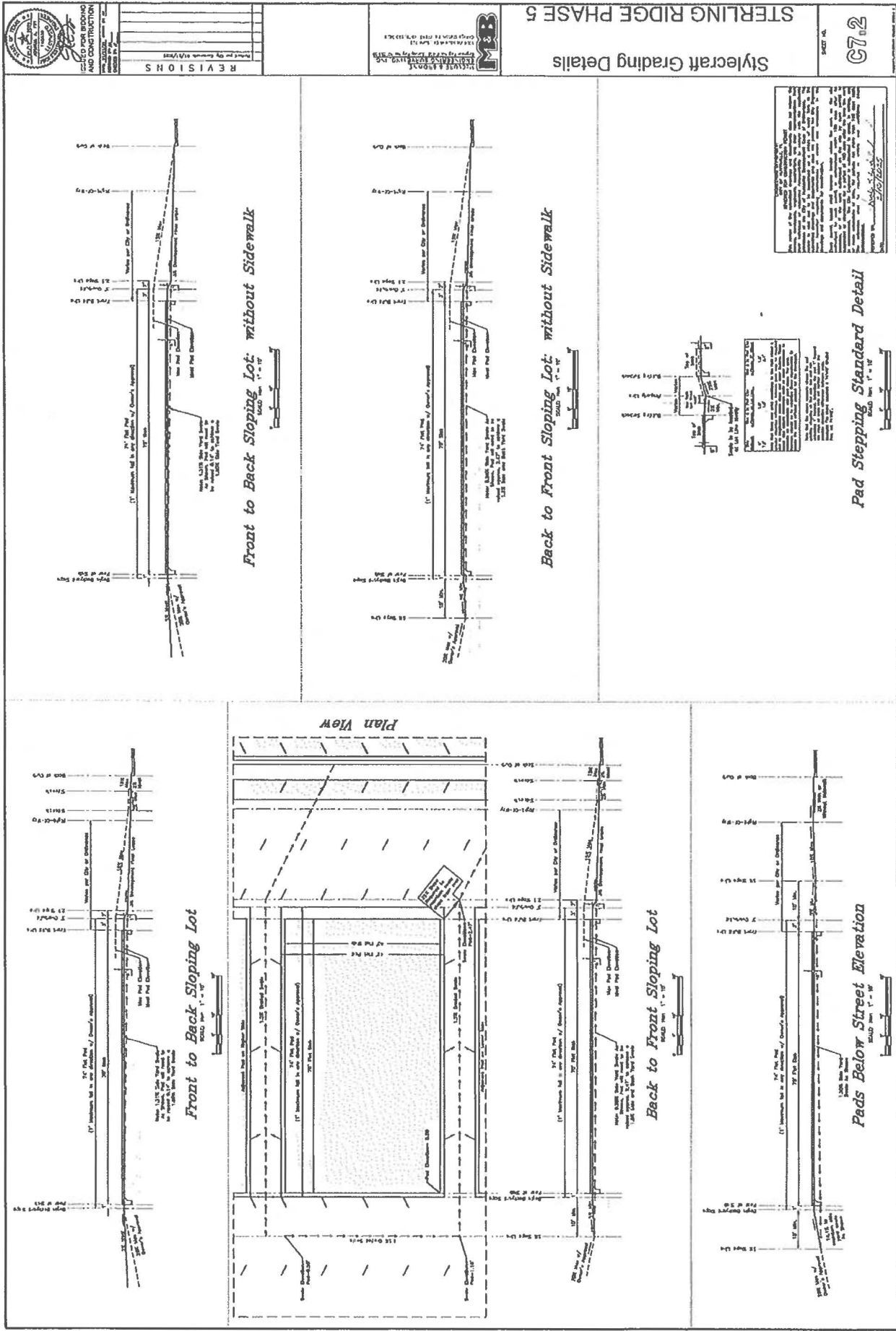


Exhibit C

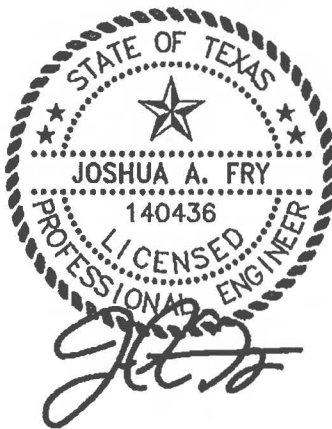
PI Agreement Engineers Opinion of Cost Sterling Ridge, Phase 5

**Sterling Ridge Phase 5**  
**MBESI PROJ #: 1053-0111**  
**Engineer's Preliminary Opinion of Probable Construction Costs**  
**January 9, 2025**

| Item #                                     | Description                                                            | Unit | Quantity | Unit Price   | Total          |
|--------------------------------------------|------------------------------------------------------------------------|------|----------|--------------|----------------|
| <b>1.00 – Paving Construction</b>          |                                                                        |      |          |              |                |
| 1.01                                       | Mobilization (does not include const. Staking)                         | L.S. | 1        | \$75,000.00  | \$75,000.00    |
| 1.02                                       | Traffic Control                                                        | L.S. | 1        | \$2,000.00   | \$2,000.00     |
| 1.03                                       | Clearing and Grubbing                                                  | Ac.  | 16.81    | \$1,200.00   | \$20,172.00    |
| 1.04                                       | Striping & Signage                                                     | L.S. | 1.00     | \$7,000.00   | \$7,000.00     |
| 1.05                                       | Earthwork Excavation and Embankment for ROW, Easements, and Lots       | L.S. | 1.00     | \$350,000.00 | \$350,000.00   |
| 1.06                                       | 6" Lime Stabilized Subgrade Preparation                                | S.Y. | 12,360   | \$5.20       | \$64,274.02    |
| 1.07                                       | Lime/Cement for Stabilized Subgrade (40 lb/SY)                         | TN   | 247      | \$373.50     | \$92,332.11    |
| 1.08                                       | Concrete Curb and Gutter                                               | L.F. | 5,249    | \$13.50      | \$70,861.50    |
| 1.09                                       | 6" Crushed Limestone Base (95% Mod. ASTM-D1557)                        | S.Y. | 9,298    | \$13.00      | \$120,876.14   |
| 1.10                                       | 2" HMA Pavement                                                        | S.Y. | 9,298    | \$15.00      | \$139,472.47   |
| 1.11                                       | 6" Reinf. Concrete                                                     | S.Y. | 1,417    | \$59.30      | \$84,053.73    |
| 1.12                                       | 4" Reinforced Concrete Sidewalk                                        | S.F. | 13,071   | \$6.00       | \$78,428.70    |
| 1.13                                       | Sidewalk Ramps                                                         | EACH | 10       | \$1,000.00   | \$10,000.00    |
| Paving Subtotal                            |                                                                        |      |          |              | \$1,114,470.66 |
| <b>2.00 – Drainage System Construction</b> |                                                                        |      |          |              |                |
| 2.01                                       | 18" RCP Pipe, (ASTM C-76, CL III)                                      | L.F. | 69       | \$90.00      | \$6,210.00     |
| 2.02                                       | 24" HDPE Pipe, (ADS, N-12 or approved equal w/water-tight joints)      | L.F. | 131      | \$78.00      | \$10,218.00    |
| 2.03                                       | 24" RCP Pipe, (ASTM C-76, CL III)                                      | L.F. | 53       | \$91.00      | \$4,823.00     |
| 2.04                                       | 30" RCP Pipe, (ASTM C-76, CL III)                                      | L.F. | 36       | \$100.00     | \$3,600.00     |
| 2.05                                       | 30" HDPE Pipe, (ADS, N-12 or approved equal w/water-tight joints)      | L.F. | 125      | \$110.00     | \$13,750.00    |
| 2.06                                       | 36" HDPE Pipe, (ADS, N-12 or approved equal w/water-tight joints)      | L.F. | 801      | \$125.00     | \$100,125.00   |
| 2.07                                       | Standard Junction Box                                                  | EACH | 3        | \$5,500.00   | \$16,500.00    |
| 2.08                                       | Standard 5' Recessed Inlet                                             | EACH | 3        | \$5,400.00   | \$16,200.00    |
| 2.09                                       | Standard 10' Recessed Inlet                                            | EACH | 3        | \$7,300.00   | \$21,900.00    |
| 2.10                                       | Rock Rip Rap                                                           | S.Y. | 35       | \$90.00      | \$3,150.00     |
| 2.11                                       | 36", 6:1 S.E.T.                                                        | EACH | 1        | \$4,200.00   | \$4,200.00     |
| 2.12                                       | TV Inspection                                                          | L.F. | 1,215    | \$3.50       | \$4,252.50     |
| Drainage System Subtotal                   |                                                                        |      |          |              | \$204,928.50   |
| <b>3.00 – Water System Construction</b>    |                                                                        |      |          |              |                |
| 3.01                                       | 6" PVC, C900 CI 305, Water Line                                        | L.F. | 2,768    | \$40.00      | \$110,720.00   |
| 3.02                                       | 6"x6" M.J. Tee                                                         | EACH | 4        | \$577.00     | \$2,308.00     |
| 3.03                                       | 6" Gate Valve                                                          | EACH | 9        | \$1,510.00   | \$13,590.00    |
| 3.04                                       | 6"x13" Anchor Coupling                                                 | EACH | 9        | \$1,200.00   | \$10,800.00    |
| 3.05                                       | Connect to Existing Waterline                                          | EACH | 2        | \$1,200.00   | \$2,400.00     |
| 3.06                                       | 6"x6" M.J. Bend                                                        | EACH | 12       | \$540.00     | \$6,480.00     |
| 3.07                                       | Fire Hydrant Assembly                                                  | EACH | 4        | \$7,700.00   | \$30,800.00    |
| 3.08                                       | Snake Pit Tracer Station at Hydrants                                   | EACH | 4        | \$340.00     | \$1,360.00     |
| 3.09                                       | Water Service, 1.0" 250 psi Black Poly Pipe, short side ( $\leq 20'$ ) | EACH | 4        | \$997.00     | \$3,988.00     |
| 3.10                                       | Water Service, 1.0" 250 psi Black Poly Pipe, long side ( $> 20'$ )     | EACH | 10       | \$1,700.00   | \$17,000.00    |
| 3.11                                       | Water Service, 1.5" 250 psi Black Poly Pipe, short side ( $\leq 20'$ ) | EACH | 8        | \$1,500.00   | \$12,000.00    |
| 3.12                                       | Water Service, 1.5" 250 psi Black Poly Pipe, long side ( $> 20'$ )     | EACH | 26       | \$2,200.00   | \$57,200.00    |
| Water System Subtotal                      |                                                                        |      |          |              | 268,646.00     |

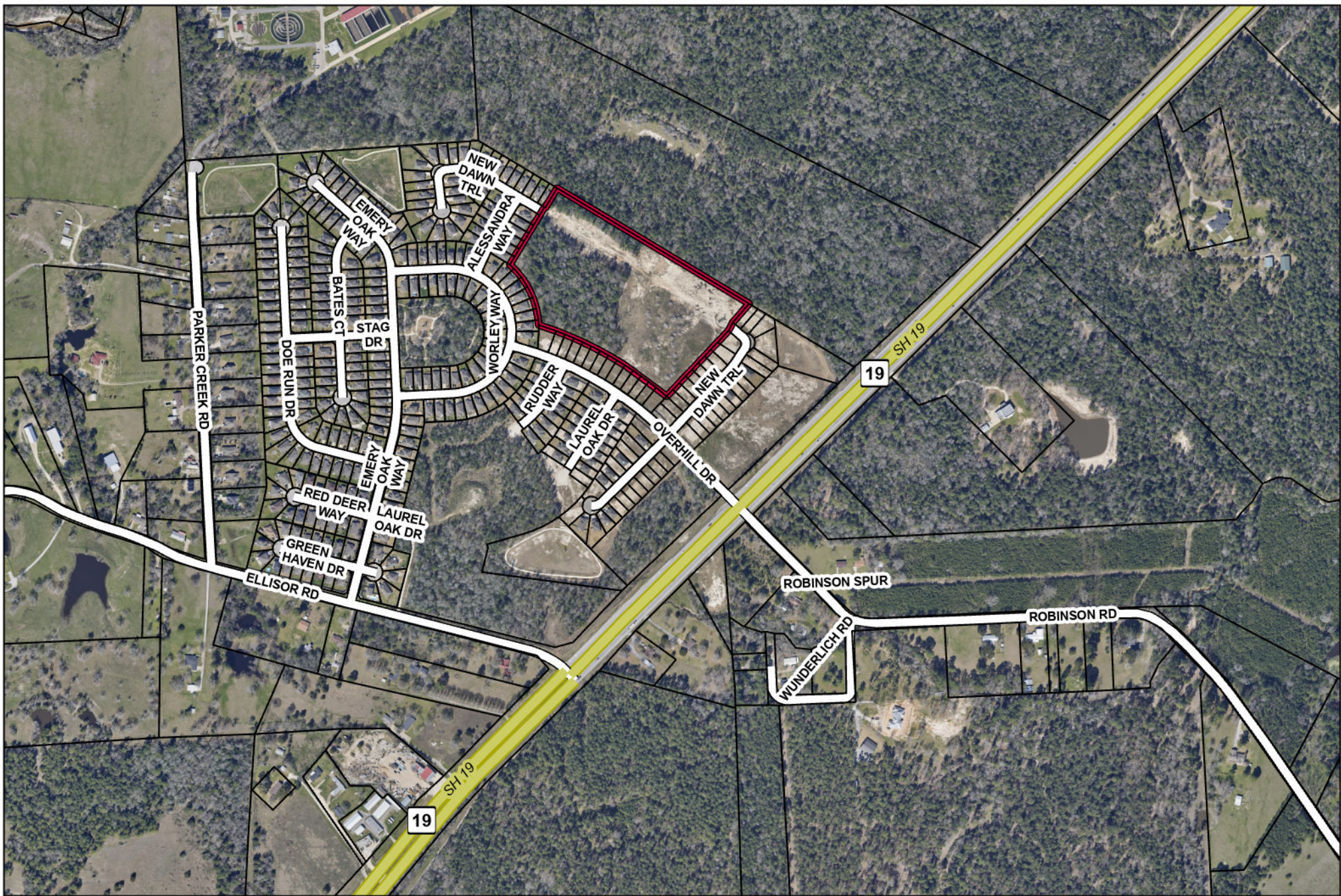
|                                            |                                                                                                                                                                                                                                                                                |      |       |             |              |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|-------------|--------------|
| <b>4.00 – Sewer System Construction</b>    |                                                                                                                                                                                                                                                                                |      |       |             |              |
| 4.01                                       | Existing Sewer Line that will require service connections                                                                                                                                                                                                                      | L.F. | 1,193 | \$25.30     | \$30,182.90  |
| 4.02                                       | 6" PVC, D-3034 SDR 26                                                                                                                                                                                                                                                          | L.F. | 1,940 | \$42.00     | \$81,480.00  |
| 4.03                                       | 4' diam. Standard Manhole, 0-6 ft. deep                                                                                                                                                                                                                                        | EACH | 7     | \$4,500.00  | \$31,500.00  |
| 4.04                                       | 5' diam. Standard Manhole, 0-6 ft. deep                                                                                                                                                                                                                                        | EACH | 2     | \$6,815.00  | \$13,630.00  |
| 4.05                                       | Snake Pit Tracer Station at Manholes                                                                                                                                                                                                                                           | EACH | 9     | \$275.00    | \$2,475.00   |
| 4.06                                       | Extra Depth for Manhole (>6' depth)                                                                                                                                                                                                                                            | V.F. | 48    | \$414.00    | \$19,979.64  |
| 4.07                                       | Connect to Existing Manhole                                                                                                                                                                                                                                                    | EACH | 3     | \$1,400.00  | \$4,200.00   |
| 4.08                                       | Short Side 4" Sewer Service (<20')                                                                                                                                                                                                                                             | EACH | 41    | \$1,400.00  | \$57,400.00  |
| 4.09                                       | Long Side 4" Sewer Service (>20')                                                                                                                                                                                                                                              | EACH | 25    | \$1,900.00  | \$47,500.00  |
| 4.10                                       | 6" Double Sewer Service                                                                                                                                                                                                                                                        | EACH | 8     | \$2,600.00  | \$20,800.00  |
| 4.11                                       | Trench Safety (sewer)                                                                                                                                                                                                                                                          | L.F. | 3,133 | \$1.25      | \$3,916.25   |
| 4.12                                       | TV Inspection                                                                                                                                                                                                                                                                  | L.F. | 3,133 | \$3.00      | \$9,399.00   |
| Sewer System Subtotal                      |                                                                                                                                                                                                                                                                                |      |       |             | 322,462.79   |
| <b>5.00 – Erosion Control Construction</b> |                                                                                                                                                                                                                                                                                |      |       |             |              |
| 5.01                                       | Erosion Control Plan & Sedimentation Control (includes permitting, silt fencing, construction exits, inlet protection, hay bales, Concrete Washout, grass seeding, and any other sedimentation control devices required to maintain an approved SWPPP. – refer to Sheet C1.2.) | L.S. | 1     | \$54,000.00 | \$54,000.00  |
| Erosion Control Subtotal                   |                                                                                                                                                                                                                                                                                |      |       |             | \$54,000     |
| <b>6.00 – Miscellaneous Items</b>          |                                                                                                                                                                                                                                                                                |      |       |             |              |
| 6.01                                       | Any additional items not listed in Bid Items, but necessary for the completion of the project, Complete-In-Place.                                                                                                                                                              | L.S. | 1     | \$25,000.00 | \$25,000.00  |
| Miscellaneous Items Subtotal               |                                                                                                                                                                                                                                                                                |      |       |             | 25,000.00    |
| Construction Cost                          |                                                                                                                                                                                                                                                                                |      |       |             | 1,989,507.95 |

The above construction estimate is based on the engineer's preliminary opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase in cost.



01/09/2025

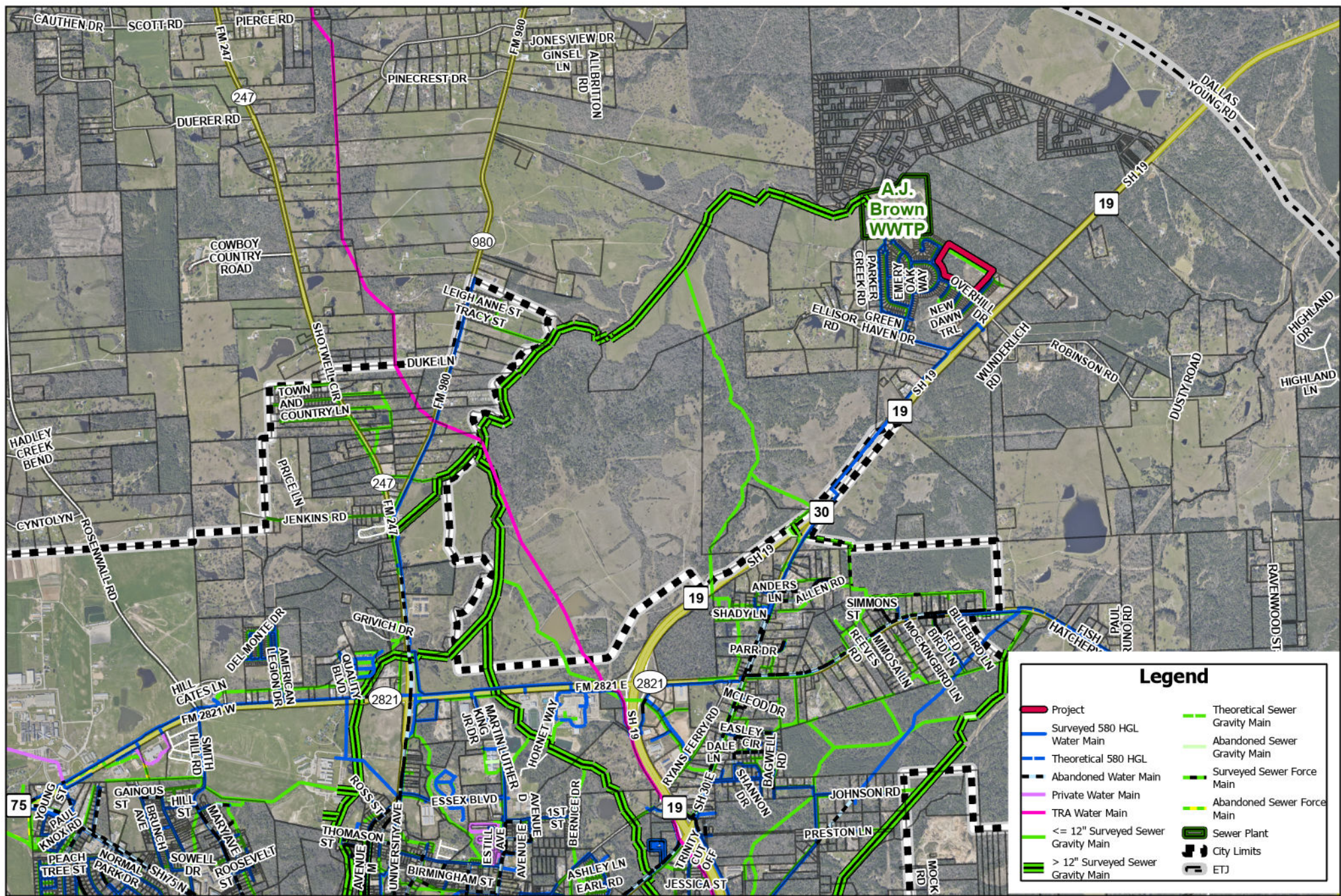




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|  |                                                                                                                                                                                           |  |                                                                                                                    |                                                                                                                                                                                                                              |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>1:97,461</b><br/>On 8.5 x 11 inch Print</p> <p>0 2,000 4,000 8,000<br/>FEET</p> <p>On Any Print Size</p> <p>Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet</p> |  | <p>CITY OF HUNTSVILLE, TX<br/>ENGINEERING DEPARTMENT / GIS DIVISION</p> <p><b>Sterling Ridge Phase 5 Map I</b></p> | <p>CREATED DATE: 2/20/2025<br/>CITY SERVICE CENTER<br/>448 STATE HIGHWAY 75<br/>HUNTSVILLE, TX, 77320<br/>Map Created At:<br/><a href="http://www.huntsvilletx.gov/gis">www.huntsvilletx.gov/gis</a><br/>Page 668 of 671</p> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





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0 1,500 3,000 6,000 Feet

On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX  
ENGINEERING DEPARTMENT / GIS DIVISION

## Sterling Ridge Phase 5 Map 2

CREATED DATE: 2/24/2025

CITY SERVICE CENTER  
448 STATE HIGHWAY 75  
HUNTSVILLE, TX, 77320

Map Created At:

[www.huntsvilletx.gov/gis](http://www.huntsvilletx.gov/gis)

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## CITY COUNCIL AGENDA

3/4/2025

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**Agenda Item Number:** 3.a.

**Agenda Item:** Consider collaborating with Sam Houston State University and Pierce Manufacturing to introduce a uniquely branded fire truck to serve our City and community.

**Initiating Department/Presenter:** City Council

**Presenter:**

Casey Cox, Councilmember Ward 2

Bert Lyle, Councilmember At-Large Position 1

Vicki McKenzie, Councilmember At-Large Position 3

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**Recommended Motion:** Move to have the City collaborate with Sam Houston State University and Pierce Manufacturing regarding a branded fire truck.

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**Strategic Initiative:**

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**Discussion:** This would be a collaboration with the City of Huntsville, Sam Houston State University, and Pierce Manufacturing to introduce a uniquely branded fire truck to serve our City and community. This fire truck will serve as a symbol of Bearkat pride, boasting school spirit at every event it attends and every service call it makes. Also, there is no additional cost associated with this branded truck.

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**Previous Council Action:**

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**Financial Implications:**

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**Approvals:**

Leonard Schneider

Sam Masiel

Kristy Doll

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**Associated Information:**

1. FireTruckMockup copy



