

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, JUNE 17, 2025

WORKSHOP 5:30 P.M. - Main Conference Room

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.

WORKSHOP (5:30 p.m.)

DISCUSSION

- a. Discuss IT Department annual replacement schedule for equipment for Budget FY 25-26.
Bill Wavra, IT Director

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.* Test

1. CONSENT AGENDA

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

- a. Consider approving the Minutes from the June 3, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary
- b. Consider approving the Professional Service Agreement(s) with both Lone Star PACE and Texas PACE Authority for administration services for the City of Huntsville Property Assessed Clean Energy ("PACE") Program.
Scott Swigert, City Manager
- c. Consider authorizing the City Manager to approve the Additional Professional Engineering Services with RPS for the IH-45 Segment 2B Widening and Utility Relocation with Betterment Project (Water Fund 701, Wastewater Fund 702) – Project 18-03-01.
Kathlie Jeng-Bullock, City Engineer
- d. Consider Resolution No. 2025-20 authorizing the analysis of the Huntsville Municipal Airport runway approach, more specifically described as the obstruction survey of runway 18/36, and requesting financial assistance from the Texas Department of Transportation for these improvements.
Layne Yeager, City Planner/Airport Manager

2. STATUTORY AGENDA

- a.** Consider adoption of Ordinance No. 2025-16 to amend the budget for FY 24-25 and/or CIP Project Budgets.
Lance Hall, Finance Director
- b.** Consider purchasing PCs originally scheduled for replacement in FY25/26 to the current FY for cost savings due to the temporary suspension of foreign goods tariffs.
Bill Wavra, IT Director
- c. First Reading** - Consider purchasing network and virtualization hardware originally scheduled for replacement in FY25/26 to the current FY for cost savings due to the temporary suspension of foreign goods tariffs.
Bill Wavra, IT Director
- d. First Reading** - Consider adopting Resolution No. 2025 -19 Ratifying submission and approving acceptance of a federal grant award under the Emergency Watershed Protection Program and authorizing the City Manager to act as the City's authorized representative.
Lance Hall, Finance Director
- e.** Consider action to waive interest or any other additional charges on the invoice for demolition at 122 Johnson Road so that \$1,525.00 can be paid and the property lien removed.
Kevin Byal, Director of Development Services

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a.** Consider the appointment to the Library Advisory Board vacant position.
Russell Humphrey, Mayor

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

- a.** City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 to receive legal advice on Easement Acquisition - MUD No. 2
Leonard Schneider, City Attorney

7. RECONVENE

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

ADJOURNMENT

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

CERTIFICATE

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

DATE OF POSTING: June 13, 2025

TIME OF POSTING: 10:00 a.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: a.

Agenda Item: Discuss IT Department annual replacement schedule for equipment for Budget FY 25-26.

Initiating Department/Presenter: Information Technology

Presenter:

Bill Wavra, IT Director

Recommended Motion: Discussion only.

Strategic Initiative: Strategic Priority #4: Infrastructure

Discussion: This discussion topic concerns a fiscal planning opportunity related to the City's standard technology lifecycle program. As part of our long-term plan, the IT Department has identified core network equipment, virtualization hardware, computers, and other technology that are at their end-of-life. Funding for these items is designated within the Technology Replacement Fund, and this planned expenditure would normally be presented for formal approval as part of the upcoming FY25/26 budget, which the Council has not yet deliberated or approved. However, a changing federal trade landscape, specifically the tariff timeline associated with Executive Order 14298, which has an effective date of August 12, 2025, presents a unique financial consideration for the City.

To be fiscally proactive, we are bringing forward an option for the Council's consideration: to authorize a budget amendment that would advance the use of the already-allocated replacement funds into the current fiscal year. By aligning the purchase with the current, more favorable pricing window, the City has an opportunity to achieve significant cost avoidance of this expenditure. If this measure is approved, these specific items would be fully funded and acquired this year, and consequently, this funding request would be entirely removed from the upcoming FY25/26 budget deliberations.

Previous Council Action:

Financial Implications:

Approvals:

Bill Wavra

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the June 3, 2025, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the June 3, 2025, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 6-3-2025

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 3RD DAY OF JUNE 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 workshop and regular session with the following:

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

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Leonard Schneider, City Attorney

OFFICERS ABSENT:

WORKSHOP (5:00-6:00 p.m.)

- a. **The City of Huntsville Employee Scholarship Committee will host a Reception for the Class of 2025 Scholarship Recipients.
Jesse Ferguson, Scholarship Committee Chairman**

MAIN SESSION CALL TO ORDER

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

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

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

PROCLAMATIONS

PRESENTATION

- a. **The City of Huntsville Employee Scholarship Committee will present scholarships to the Class of 2025 Recipients.
Jesse Ferguson, Scholarship Committee Chairman**

PUBLIC HEARING

- a. **Public Hearing on the proposed City of Huntsville Property Assessed Clean Energy (“PACE”) Program.
Sam Maisel, Assistant City Manager**

Mayor Humphrey opened the Public Hearing at 6:07 p.m.

Sam Maisel presented on the proposed City of Huntsville Property Assessed Clean Energy (“PACE”) Program.

Mayor Humphrey called for citizen comments; there were no comments from the public.

Mayor Humphrey closed the Public Hearing at 6:10 p.m.

Mayor Humphrey opened the Regular Session at 6:10 p.m.

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 May 20, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary**
- b. Consider adoption of Ordinance No. 2025-15 to amend the budget for FY 24-25 and/or CIP Project Budgets.
Lance Hall, Finance Director**
- c. Consider authorizing the City Manager to approve a contract to perform a Street Condition Assessment.
Kim Kembro, Assistant Public Works Director**
- d. Consider authorizing the City Manager to award the purchase of Hauling Services for Recyclable Material.
Kim Kembro, Assistant Public Works Director**
- e. Consider adopting Resolution No. 2025-17 approving the City Manager to enter into a participation agreement for the TxDOT Aviation RAMP Grant.
Layne Yeager, City Planner/Airport Manager**

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

2. STATUTORY AGENDA

- a. Consider the proposed final design of the University Avenue and Courthouse improvement project to be submitted by Walker County for the 2025 TxDOT Transportation Alternative Grant application.
Sam Masiel, Assistant City Manager**

No action required.

- b. Consider adopting Resolution No. 2025-18 establishing the City of Huntsville Property Assessed Clean Energy (“PACE”) Program.
Sam Masiel, Assistant City Manager**

Councilmember Vicki McKenzie made a motion to approve Resolution No. 2025-18 establishing the City of Huntsville Property Assessed Clean Energy (“PACE”) Program. 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 amending the ground lease footprint of GL-4 and GL-5 at the Bruce Brothers Huntsville Regional Airport and authorizing the City Manager to enter into the amended ground lease agreement for said hangar.**

Layne Yeager, City Planner/Airport Manager

Councilmember Vicki McKenzie made a motion to approve amending the ground lease footprint of GL-4 and GL-5 at the Bruce Brothers Huntsville Regional Airport and authorizing the City Manager to enter into the amended ground lease agreement for said hangar. 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

d. Consider approving an Agreement with the Texas Grand Ranch, LLC, to construct a Water Distribution System in the ETJ for the Estates of Texas Grand Ranch Section II. Kathlie Jeng-Bulloch, City Engineer

Councilmember Vicki McKenzie made a motion to approve the Agreement with the Texas Grand Ranch, LLC, to construct a Water Distribution System in the ETJ for the Estates of Texas Grand Ranch Section II. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

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 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary Kristy Doll.
Kristy Doll, City Secretary**

City Council convened into Executive Session at 6:55 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 8:31 p.m.

Councilmember Vicki McKenzie made a motion to renew the City Secretary contract with amendments to increase salary by 4.5% and to increase car allowance by \$200.00. 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

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 8:32 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 1.b.

Agenda Item: Consider approving the Professional Service Agreement(s) with both Lone Star PACE and Texas PACE Authority for administration services for the City of Huntsville Property Assessed Clean Energy ("PACE") Program.

Initiating Department/Presenter: City Manager

Presenter:

Scott Swigert, City Manager

Recommended Motion: Motion to approve professional service agreements with both Lone Star PACE and Texas PACE Authority to provide administration services for the City of Huntsville Property Assessed Clean Energy ("PACE") Program.

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

Discussion: On May 20, 2025, Lone Star PACE presented the Property Assessed Clean Energy ("PACE") Program to the Council for consideration. Lone Star PACE has been working with a local business that would like to participate in the program.

On June 3, 2025, City Council held a public hearing on and then approved a resolution to create the Huntsville Property Assessed Clean Energy (PACE) Program.

At this meeting, the final step to developing the Huntsville PACE Program is to approve the professional service agreement(s) for the administration of the program. The council has indicated at the previous meetings, that the City would like to have agreements with both Texas administration groups, Lone Star PACE and Texas PACE Authority, to allow our community the option to select whom they choose to work with to administer their individual program through the Huntsville PACE Program.

Previous Council Action: On May 20, 2025, the Property Assessed Clean Energy ("PACE") Program was presented to City Council for consideration during a Council Workshop. At the same meeting, Council approved a Resolution of Intent to create the Huntsville Property Assessed Clean Energy (PACE) Program.

On June 3, 2025, City Council held a public hearing on and approved a resolution to create the Huntsville Property Assessed Clean Energy (PACE) Program.

Financial Implications: None

Approvals:

Leonard Schneider
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:

1. HUNTSVILLE - Lone Star PACE Services Agreement
2. HUNTSVILLE - Texas PACE Authority Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF HUNTSVILLE, TEXAS
AND LONE STAR PACE LLC**

THIS AGREEMENT is made and entered by and between the City of Huntsville, Texas, hereinafter referred to as "City," and LONE STAR PACE LLC, hereinafter referred to as "Services Provider" or "Lone Star PACE," to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of an authorized representative ("Authorized Representative") to administer a Texas Property Assessed Clean Energy ("PACE") program for the City pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas Local Government Code Chapter 399, hereinafter referred to as the "Program";

WHEREAS, Services Provider desires to render such services for the City upon the terms and conditions provided herein; and

WHEREAS, to administer the Program, the City is not looking to Services Provider to provide, and City shall not otherwise request or require Services Provider to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

The City hereby agrees to retain Services Provider to serve as an administrator and Authorized Representative of the City's PACE program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit A hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by City and Services Provider. Notwithstanding the termination of this Agreement, Services Provider shall be permitted to continue administration of any third-party agreements under the PACE program commenced prior to termination of this Agreement, and to recover any compensation due Services Provider for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION/EXPENSES

Services Provider shall be paid for performance of the Scope of Services described in Exhibit A in accordance with the compensation schedule set forth in Exhibit B.; however, City shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the PACE program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work of Services Provider to meet all insurance requirements, as set forth in Exhibit C to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM THE CITY TO THE EXTENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the City of Huntsville; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Services Provider its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Services Provider.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of the City, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider,

including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without the City's consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Services Provider from its full obligations to the City as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that City shall have access during normal working hours to all necessary Services Provider's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Services Provider reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with this Agreement. In the event of termination by City, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by Services Provider at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including Exhibits A through D constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this Agreement may be made at any time upon agreement by City and Services Provider.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to the Mayor at the following address:

Huntsville City Hall
Attention: Mayor
1220 11th Street
Huntsville, TX 77340

The City of Huntsville agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Lone Star PACE LLC
Attention: Program Administrator
6988 Lebanon Road Suite 103
Frisco, TX 75034

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XV. MISCELLANEOUS

A. Professional Services: This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of the City of Huntsville.

B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation: This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue/Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in the City of Huntsville, Texas. Exclusive venue shall lie in the City of Huntsville, Texas.

E. Successors and Assigns: City and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

Signed on the date indicated below.

LONE STAR PACE LLC

Signature

Printed Name: Lee A. McCormick
Title: President
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Lee A. McCormick (Authorized Representative), President, of LONE STAR PACE LLC, on behalf of said entity.

[SEAL]

Signature

NOTARY PUBLIC, STATE OF TEXAS

CITY OF HUNTSVILLE, TEXAS

Signature

Printed Name: Russell Humphrey

Title: Mayor

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, Mayor, City of Huntsville, Texas, a Texas political
subdivision, on behalf of said City.

[SEAL]

Signature

NOTARY PUBLIC, STATE OF TEXAS

Exhibit A

Scope of Services

The Services Provider will perform the following services in the administration of the City of Huntsville PACE Program (the "Program"):") subject to the limitation outlined below:

Community Outreach

1. Maintain a Program website and database;
2. Promote owner participation in the Program;
3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
4. If appropriate, publish the technical standards for the Program on the Program website. (Note: technical standards variances may be approved by the City Council, Mayor, or designated staff representative for PACE.);
5. List interested, qualified capital providers on the Program website or link to another neutral directory of capital providers to enable property owners to identify potential sources of private third-party financing;
6. Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the published technical standards.; and
7. Establish quality assurance measures.

Application and Approval Process

1. Publish a Project Application Form on the Program website;
2. Review submitted Project Application forms for administrative completeness and notify the applicants of any missing information;
3. Maintain the confidentiality of confidential owner information;
4. Maintain the PACE application process, including:
 - Draft and distribute the PACE application, as well as accept and review the property owner's completed application;
 - If the Project meets eligibility requirements, provide written indication that the Project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a qualified capital provider, determining final Project scope and completing and submitting a closing verification package.
 - Conduct a pre-closing verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and

- Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.
5. Require independent third-party verification of expected energy or water savings resulting from a Project (provided by engineer or consultant retained by applicant), according to the technical standards; This review will include a:
 - Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected Project life are reasonable and in compliance with Program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the Project and is an independent reviewer.
 6. Require independent third-party verification, according to the technical standards, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);
 7. Require capital provider to confirm in writing its determination, based on underwriting factors established by the capital provider, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
 8. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
 9. Review and finalize the terms of every Owner Contract and Capital provider Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
 10. Collect and retain owner application fees as compensation for administrative services;
 11. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met; such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the Project;
 - Such financial information about the owner and the property as the capital provider chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Program Administrator. Coordinate and take part in assessment transaction closings;
 12. Execute contracts under the Program as authorized on behalf of the City.
 13. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved Project in the Official Public Records of the county where the Project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.

14. Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each Project was properly completed and is operating as intended; and
15. Collect and retain administration fees collected by capital providers from owners that receive PACE financing.

Management and Reporting

1. Manage communications with qualified capital providers regarding assessment servicing, payment, and default;
2. Upon notification by a qualified capital provider of an owner's default in payment of an assessment and the qualified capital provider's compliance with the requirements of the Qualified Capital Provider Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;
3. Receive and store property owner reports on energy and water savings;
4. If needed, prepare annual notices of assessment to be issued by the City to the property owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents;
5. Determine the amounts of the application and administration fees to be paid by property owners pursuant to Exhibit B;
6. Report annually to the City on Program usage and the resulting energy and water savings enabled through PACE assessments.

Limitations on Scope of Services

With respect to the Program, the City is not looking to Services Provider to provide, and the City shall not otherwise request or require Services Provider to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

The provisions of this Agreement and the services to be provided hereunder are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

Under no circumstances shall Services Provider be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the Agreement and, to that end, the City will work with Services Provider throughout the term of the Agreement to ensure that the Agreement and the services to be provided by Services Provider hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Services Provider to provide, and Services Provider is not in fact providing or required to provide, any municipal advisory services.

Exhibit B

Compensation and Fees

City specifically delegates its authority to collect fees as allowed under section 399.008(e) of the Texas Local Government Code to the Services Provider and retain those fees as consideration for services under this Agreement.

Lone Star PACE LLC shall determine the amounts of the fees to be paid by Property Owners participating in the Program. Such fees will not exceed those listed below:

1. An application fee of up to \$2,500 which will be applied towards Closing Fee; and
2. A closing fee of up to 0.75% of the total amount of the Assessment, (less application fee.); and
3. An annual administration fee of up to 0.10% of the outstanding principal balance, which amount shall be collected by the qualified capital provider and remitted to Lone Star PACE LLC, the Authorized Representative, as provided in the Owner Assessment Contract and financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the qualified capital provider by the property owner, the qualified capital provider shall pay this fee to Lone Star PACE at the time of each payment by the property owner in accordance with the financing documents.

No amounts shall be due by the City to Services Provider.

Exhibit C

Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Professional Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 Each Occurrence, and \$1,000,000 Aggregate

Exhibit D

Disclosure Statement of Lone Star PACE, LLC

This Disclosure Statement is provided by **Lone Star PACE, LLC** (“Municipal Advisor”) serving as Program Administrator/Authorized Representative to City (the “Client”) in connection with the Lone Star PACE Professional Services Agreement (the “Agreement”). This Disclosure Statement provides information regarding conflicts of interest of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

No Known Actual or Potential Material Conflicts of Interest: At this time there are no known potential or material conflicts of interest that exist regarding Lone Star PACE serving as Program Administrator / Authorized Representative for the City Property Assessed Clean Energy (“PACE”) Program.

Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF HUNTSVILLE, TEXAS AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY**

THIS SERVICES AGREEMENT ("Agreement") is made and entered by and between the **City of Huntsville, Texas**, hereinafter referred to as "**Local Government**", and **TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY (d/b/a Texas PACE Authority)**, a Texas non-profit business association, hereinafter referred to as "**Services Provider**" to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City Council of **Local Government** desires to engage the services of a qualified professional to administer a Texas Property Assessed Clean Energy program for **Local Government** pursuant to the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 ("**PACE Act**"), and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "**Program**"; and

WHEREAS, **Services Provider** desires to deliver such services for **Local Government** upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Local Government agrees to retain **Services Provider** to serve as administrator of **Local Government's Program**, and **Services Provider** agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that **Services Provider** shall perform such services as are further described in **Exhibit "A"** (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the **Scope of Services** may be authorized from time to time by a representative of **Local Government** but said authorization must be made in writing and mutually agreed to by both parties.

Prior to commencing Services under this Agreement, Services Provider agrees to deliver the following to Local Government:

- (a) A PACE Program Guidelines, in English and Spanish, that describes the program requirements and project process and fees; and

- (b) Certification the Services Provider shall adhere to the PACE in a Box underwriting and technical standards as updated from time-to-time.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on the date both Local Government and Services Provider have executed this Agreement.

Notwithstanding the termination of this Agreement, **Services Provider** shall be permitted to continue administration of any third-party agreements under the **Program** commenced prior to termination of this Agreement, and to continue recovering any compensation due **Services Provider** for services performed prior to termination in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the **Scope of Services** set forth in Exhibit "A", in accordance with the compensation schedule set forth in Exhibit "C". The parties understand and agree that deviations or modifications in Exhibit "C" may be authorized from time to time by a representative of **Local Government** but said authorization must be made in writing and mutually agreed to by both parties. All payments to **Services Provider** shall be made by participants in the **Program** in accordance with the PACE Act, and **Local Government** shall have no obligation to pay **Services Provider** for performance of the **Scope of Services**.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for **Services Provider** to meet all insurance requirements, as set forth in **Exhibit "B"** to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM LOCAL GOVERNMENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY, GROSSLY NEGLIGENT, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, OR SUB-SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY

LIABILITY TO THE EXTENT RESULTING FROM THE CONCURRENT NEGLIGENCE OF LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. NO PARTY SHALL BE LIABLE FOR ANY NON-DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. EACH PARTY AGREES TO BE RESPONSIBLE FOR ITS OWN ATTORNEY FEES AND LEGAL COSTS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of **Local Government**; that it shall have exclusive control of and exclusive right to control the details of the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between **Local Government** and **Services Provider**, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between **Local Government** and **Services Provider**.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of **Local Government**, except to an Affiliate of **Services Provider**. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) **Services Provider**, including, without limitation, any parent corporation controlling **Services Provider** or any subsidiary that **Services Provider** controls; (2) the surviving corporation resulting from the merger or consolidation of **Services Provider**; or (3) any person or entity which acquires all of the assets of **Services Provider** as a going concern.

Services Provider shall be permitted to enter into subcontracts for performance of portions of the **Scope of Services**; however, **Services Provider** shall not subcontract the entirety of the **Scope of Services** to a single subcontractor without **Local Government's** consent. **Services Provider** further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the **Services Provider** from its full obligations to **Local Government** as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that **Local Government** or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Services Provider** which are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Services Provider** agrees that **Local Government** shall have access during normal business hours and days to all necessary **Services Provider's** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. **Local Government** shall give **Services Provider** reasonable advance notice of intended audits. The parties understand that **Service Provider's** document retention policy allows **Service Provider** to destroy or dispose of its hard and electronic records, books, papers, and documents after five (5) years.

X. CONTRACT TERMINATION

The parties agree that **Local Government** and **Services Provider** shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of such termination, **Services Provider** shall deliver to **Local Government**, upon request, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by **Services Provider** in connection with and as a direct results of this Agreement. In the event of termination, **Services Provider** shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by **Services Provider** at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including its Exhibits, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon mutual written agreement by **Local Government** and **Services Provider**.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, **Services Provider** agrees that all notices or communications to **Local Government** permitted or required under this Agreement shall be addressed to **Local Government** at the following address:

City of Huntsville, Texas
Attn:Mayor

1220 11th Street
Huntsville, TX 77340
Email: rhumphrey@huntsvilletx.gov

Local Government agrees that all notices or communications to **Services Provider** permitted or required under this Agreement shall be addressed to **Services Provider** at the following address:

Texas Property Assessed Clean Energy Authority
Attn: Charlene Heydinger
PO Box 200368
Austin TX 78720-0368
Email: Admin@TexasPACEAuthority.org

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party. All email notices or communications must be acknowledged as received by the receiving party to be effective.

XIV. AUTHORITY TO SIGN

The undersigned officers or agents of the parties represent and warrant they are the legally authorized officials and have the necessary authority to execute this Agreement on behalf of the parties and to bind them to this Agreement.

XV. MISCELLANEOUS

A. This is a contract for the purchase of services less than \$50,000 and is therefore exempt from any competitive bidding requirements of **Local Government**.

B. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue and Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, without regard to any choice of law statutes, and that it is performable in Walker County, Texas. The parties consent to exclusive venue shall lie in Walker County, Texas.

E. Successors and Assigns:

Local Government and **Services Provider** and their partners, successors, and lawful assigns are hereby bound to the terms and conditions of this Agreement.

F. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

CITY OF HUNTSVILLE, TEXAS

DATE: _____

BY: _____

Name: Russell Humphrey

Title: Mayor

APPROVED AS TO FORM:

_____, _____
Attorney

**TEXAS PROPERTY ASSESSED
CLEAN ENERGY AUTHORITY**

DATE: _____

BY: _____

Name: Charlene Heydinger

Title: President

Exhibit “A”
Scope of Services

The Services Provider shall perform the following services in the administration of the Program:

1. Community Outreach. In furtherance of community outreach efforts, Services Provider shall:
 - 1.1. Maintain a website with a page specific to the Program that tallies the cumulative economic and environmental impact of PACE projects closed under the Program;
 - 1.2. Maintain a project database;
 - 1.3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
 - 1.4. Publish the Service Provider’s PACE Program Guide in English and Spanish on the Program website;
 - 1.5. Link to the most current version of the PACE in a Box Technical Standards Manual on the Program website;
 - 1.6. List interested, qualified lenders on the Program website to enable property owners to identify potential sources of private third-party financing;
 - 1.7. Arrange for training of contractors, independent third-party reviewers (“ITPR”), and other stakeholders on how to apply for PACE financing and comply with the PACE in a Box Technical Standards Manual;
 - 1.8. List interested trained service providers on the Program website to enable property owners to identify potential contractors, architects, engineers, and other consultants and advisors; and
 - 1.9. Establish quality assurance measures.
 - 1.10. The Local Government agrees to link to Service Provider’s specific Program webpage on its own webpage so that constituents may learn more and utilize the voluntary Program. Local Government may consider adding the link to one or more of the following on its official website: home page, economic development page, sustainability page, environmental page, or any other topic-appropriate webpage.
2. Maintain and Update Uniform Documents. Services Provider shall also maintain uniform documents, forms, and contracts. Periodic updates to the standard form documents are necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative is authorized to, and is tasked with maintaining the form documents and making technical and conforming updates as necessary so long as the changes

are consistent with the resolution to establish the PACE program and the Texas PACE Act.

3. Application and Approval Process. Services Provider shall manage and oversee the application and approval process for PACE transactions by accomplishing the following:
 - 3.1. Publish a preliminary application form on the Program website.
 - 3.2. Provide a Project Application Form based on PACE-in-a-Box model application form upon request to interested parties.
 - 3.3. Review submitted Application forms for administrative completeness and notify the applicants of any missing information.
 - 3.4. Maintain the confidentiality of confidential owner information.
 - 3.5. Maintain the PACE application process, including:
 - 3.5.1. Accept and review the property owner's completed application. When the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - 3.5.2. Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.
 - 3.5.3. Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds clear title to the property and it is not in dispute; and
 - Has written consent of any pre-existing mortgage lien holder to the proposed PACE assessment.
 - 3.6. Require independent third-party verification of expected energy or water savings resulting from a project (provided by ITPR retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:
 - Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

- 3.7. Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by ITPR retained by applicant);
- 3.8. Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
- 3.9. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program not less than 30 days before closing and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
- 3.10. Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
- 3.11. Collect and retain owner application fees as compensation for administrative services.
- 3.12. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Services Provider.
- 3.13. Coordinate and take part in assessment transaction closings.
- 3.14. Execute contracts under the Program as authorized on behalf of Local Government.
- 3.15. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and

- A reference to the statutory assessment lien provided under the PACE Act.
- 3.16. Require independent post-closing third-party verification (by ITPR retained by Applicant or Lender) that each project was properly completed and is operating as intended.
- 3.17. Collect and retain administration fees collected by lenders from owners that receive PACE financing.
- 4. Management and Reporting. Services Provider shall undertake the following to fulfill its management and reporting obligations:
 - 4.1. Manage communications with lenders regarding assessment servicing, payment, and default.
 - 4.2. Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties.
 - 4.3. Receive and store owner reports on energy and water savings.
 - 4.4. Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.
 - 4.5. At the request of property owners, prepare annual notices of assessment to be issued by Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents.
 - 4.6. Determine the amounts of the application, administration, and other fees to be paid by owners.
 - 4.7. Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments. The annual report shall also document how obligations under this Scope of Services were fulfilled during the prior year. For example, list training, outreach, education, efforts to reach underserved communities and stakeholders.

Exhibit "B"
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate

Exhibit "C"

Compensation and Fees

Service Provider shall determine the amounts of the uniform application and administration fees to be paid by property Owners participating in the Program. Such fees shall not exceed the fees below:

- An **Application Fee** of the greater of:
 - \$2,000; or
 - An amount equal to 1% of the total project cost of the first \$5 million, plus 0.5% of the marginal amount above \$5 million. To be paid as follows:
 - \$500 per project at the time of application submittal; and
 - the balance of the full remaining application fee paid at closing.
- A recurring **Administration Fee** of 0.08% of the outstanding principal balance, which amount shall be collected by lender and paid to the Services Provider as provided in the Owner Contract and the financing documents. The Administration Fee may also be capitalized and paid in-full at closing. If paid under a negotiated regular schedule to the lender by the property owner, the lender shall pay this fee to Services Provider at the time of each payment by the property owner in accordance with the financing documents. This recurring Administration Fee is earned at closing and survives termination of this Agreement.
 - In the event there are any interest-only or capitalized payment period(s), the Administration Fee is still due and payable to Service Provider.
 - In the event a lender, property owner, or other party pays the Local Government in error, the Local Government agrees to forward the Administration Fee, without deduction, to Services Provider within ten days of receipt.
- When an existing PACE Assessment is amended, an **Amendment Fee** will be calculated on the difference between the original project cost and updated project cost, or \$2,000, whichever is greater. An initial \$500 will be paid with the amendment request. When applicable, the recurring Administration Fee will be reset accordingly.
 - A request for a partial release of the assessment lien is considered a form of amendment requiring an Amendment Fee to prepare, approve, and record.
 - In the event property owner pays off the principal balance early, this too is considered a form of amendment requiring an Amendment Fee to review the closeout documentation and prepare an early release for recording.
- Project cost is defined as the total assessment amount less the Service Provider Application Fee.
- No amounts shall be due by Local Government to Services Provider.



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 1.c.

Agenda Item: Consider authorizing the City Manager to approve the Additional Professional Engineering Services with RPS for the IH-45 Segment 2B Widening and Utility Relocation with Betterment Project (Water Fund 701, Wastewater Fund 702) – Project 18-03-01.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Motion to authorize the City Manager to approve the Additional Professional Engineering Services with RPS for the IH-45 Segment 2B Widening and Utility Relocation with Betterment Project (Water Fund 701, Wastewater Fund 702) – Project 18-03-01 in the amount of \$33,000.00.

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

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

RPS has been working closely with the City of Huntsville and TxDOT on the design of this project for over four years, with the original contract executed on December 22, 2020. RPS has been coordinating with Jacobs and TxDOT throughout the design phase and submitted revised 95% plans and cost estimates in September 2024.

Recently, the Gauge Engineering with TxDOT requested further design changes due to additional drainage infrastructure in the TxDOT Plans. The further design changes will create conflicts at five (5) locations, which will need to be redesigned.

RPS will be required to revise approximately ten (10) Plan and Profile sheets, including design and quantity table updates. The fees for each phase of the project are outlined below and will be billed on a Lump sum basis:

Task 1	Project Management and Coordination	\$9,000.00
Task 2	Revised Final Design	\$24,000.00
	Grand Total	\$33,000.00

All fees included in this proposal, along with all construction costs, are fully reimbursable through TxDOT and will be included in the utility agreement executed prior to construction.

Previous Council Action: The City Council approved the Engineering agreement with RPS Infrastructure, Inc. at the August 7, 2018, meeting.

1. Amendment A to the original RPS agreement was approved at the February 19, 2019, meeting.
2. Amendment B to the original RPS agreement was approved at the September 1, 2020, meeting.
3. The City Council authorized the City Manager to enter into a Utility Agreement with TxDOT for cost reimbursement at the October 6, 2020, meeting.
4. The City Council authorized the City Manager to award the construction for IH-45 Segment 2A Utility Relocation Project – Project No. 18-03-01 at the December 1, 2020, meeting.
5. The City Council authorized the City Manager to execute Change Order Number 2 at the March 1, 2022, meeting.
6. The City Council authorized the City Manager to execute Change Order Number 3 at the June 6, 2023, meeting.

Financial Implications: ☒Item is budgeted: **\$33,000.00**

Approvals:

Kathlie Jeng-Bulloch
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Bulloch City of Huntsville Additional Services 060525 MM
2. Updated Conflicts

June 5, 2025

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, C.F.M.
City Engineer
Director of Engineering Department
City of Huntsville
448 SH 75 N
Huntsville, Texas 77320

Re: Proposal for Additional Services for Design of
IH-45 Segment 2B Utility Relocations in Huntsville, Texas
RPS No. 008025

Dear Dr. Jeng-Bulloch:

RPS appreciates the opportunity to provide the City of Huntsville (City) with this proposal for additional services for the referenced project. RPS has been working closely with the City of Huntsville and TxDOT on the design of this project for over four years with the original contract executed December 22, 2020. RPS has been coordinating with Jacobs and TxDOT throughout the design phase and we submitted revised 95% plans and cost estimates in September 2024. RPS recently received communication from Gauge Engineering regarding further design comments that required design changes due to additional drainage infrastructure in the TxDOT plans.

According to our review of the proposed TxDOT plans in relation to the utility design, these changes will affect five (5) existing conflicts. RPS must adjust the utility relocations as needed on the plans, cost estimates, and agreements. Once the plans and agreements are approved, the City can move forward with bidding and construction of the proposed relocations. It is anticipated that the project will begin construction in Summer 2025 with a duration of eighteen (18) months.

SCOPE OF ADDITIONAL CIVIL ENGINEERING SERVICES

RPS is prepared to provide professional engineering services including plans, cost estimate revisions and TxDOT agreement revisions. The scope of services for various aspects of the project is outlined below.

Task 1 - Additional Project Management and Coordination

Additional project management and coordination is necessary to review and address the design changes due to the direction received from TxDOT's utility coordinator. RPS will continue to document and maintain records along with task management and workload scheduling based on the updated utility conflict list. RPS will continue attending meetings and conference calls as needed to complete the project and move forward with bidding.

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, C.F.M.
June 5, 2025



Task 2 - Revised Final Design

RPS will resubmit the 100% submittal package to the City, Gauge Engineering and TxDOT for final review. We estimate the following additional level of effort:

- a. Provide revised plan and profile sheets based on latest comments. We expect to revise approximately ten (10) sheets including design and quantity table updates.
- b. Provide revised cost estimates based on design changes for both in-kind and betterment estimates.
- c. Provide revised TxDOT agreement with exhibits.
- d. Address comments from Jacobs, TxDOT, and City of Huntsville

FEES

The fees for each phase of the project are outlined below and will be billed on a Lump Sum Basis:

<u>Task</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
Task 1 - Project Management and Coordination	Lump Sum	\$ 9,000.00
Task 2 - Revised Final Design	Lump Sum	\$ 24,000.00
Grand Total		\$ 33,000.00*

***All fees included in this proposal along with all construction costs are fully reimbursable through TxDOT and will be included in the utility agreement executed prior to construction**

This proposal is based on the following assumptions:

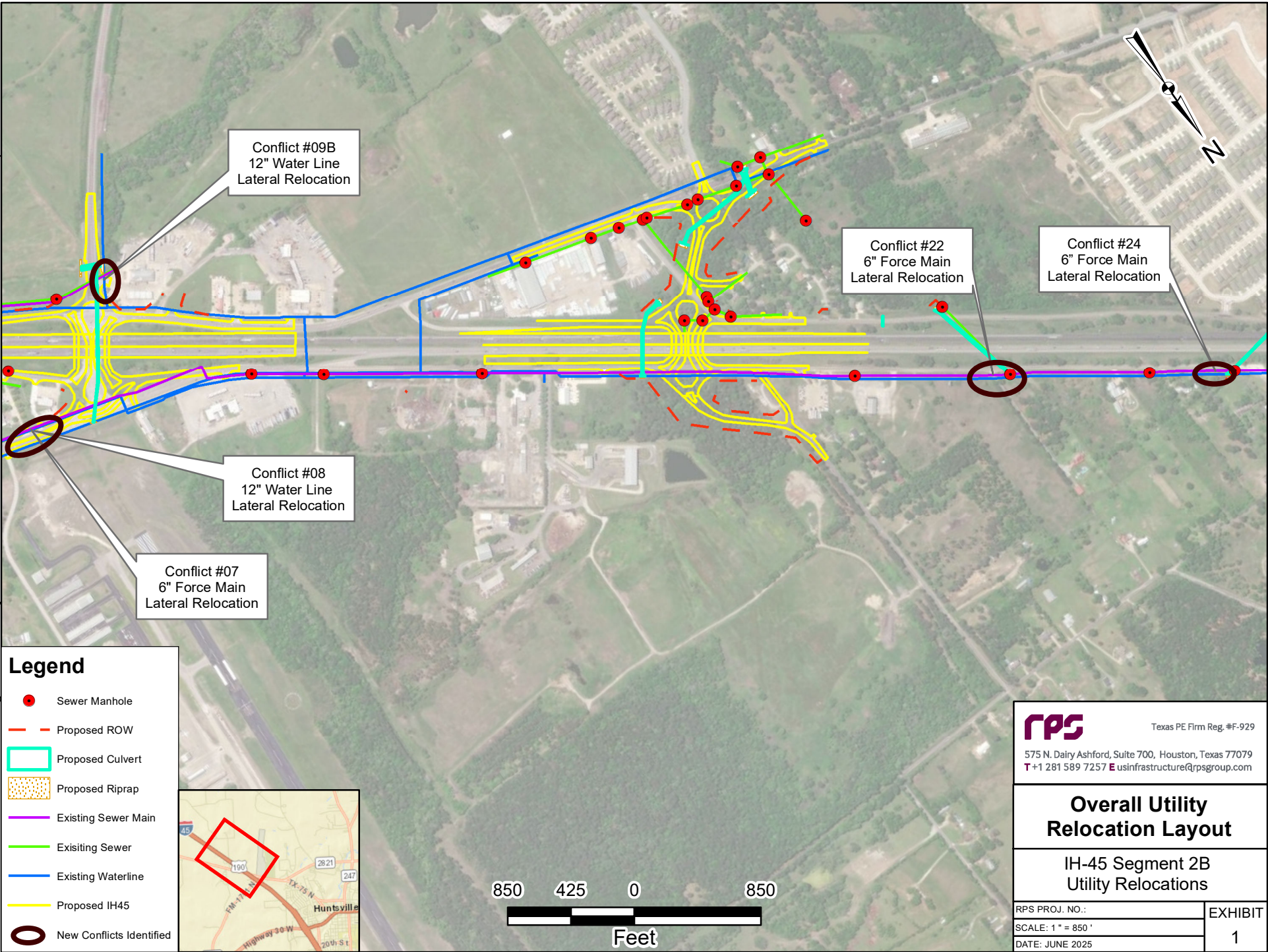
- The work will be under contract with City of Huntsville.
- Any other design changes that affect our plans will be subject to a proposal for additional services.
- We expect to complete these changes within six (6) weeks.

We appreciate the opportunity to submit this proposal to you and look forward to continuing to work with you on this important project. If you have any questions or need additional information, please do not hesitate to call Neha Raval, P.E. or me at your convenience.

Sincerely,

Mike McClung, P.E., C.F.M., ENV SP
Southeast Municipal Leader

MM:ng





CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 1.d.

Agenda Item: Consider Resolution No. 2025-20 authorizing the analysis of the Huntsville Municipal Airport runway approach, more specifically described as the obstruction survey of runway 18/36, and requesting financial assistance from the Texas Department of Transportation for these improvements.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to approve Resolution No. 2025-20 authorizing the analysis of the Huntsville Municipal Airport runway approach, more specifically described as the obstruction survey of runway 18/36, and requesting financial assistance from the Texas Department of Transportation for these improvements.

Strategic Initiative: 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: City Staff has worked with TxDOT Aviation on the as-needed obstruction survey of the current runway at the Huntsville Municipal Airport. This survey is required for the (area navigation) RNAV (GPS) approach for runway 36 that the FAA is completing.

These capital improvements are funded at 95 percent by state and federal with a 5 percent local match. The overall project total is \$100,000, with \$5,000 being the local match. This project is scheduled to be completed in September 2025.

City staff will work with TxDOT Aviation throughout this process. TxDOT will oversee the survey and payment processes.

Previous Council Action: N/A

Financial Implications: The Council allocated capital funds for the airport in the FY 2024-25 budget.

Approvals:

Kevin Byal

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Obstruction Survey Resolution Council Agenda draft City (2)

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF HUNTSVILLE, ALL CONTRACTS AND AGREEMENTS AS SHALL BE NECESSARY AND APPROPRIATE FOR THE IMPLEMENTATION OF THE IMPROVEMENTS TO THE HUNTSVILLE MUNICIPAL AIRPORT.

WHEREAS the City of Huntsville intends to make certain improvements to The Huntsville Municipal Airport; and

WHEREAS the general description of the project is described as: obstruction survey of runway approach 18 and 36 to include consultant services; and

WHEREAS the City of Huntsville intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS total project cost are estimated to be \$100,000.00, and the CITY of HUNTSVILLE will be responsible for 5% of the total project costs currently estimated to be \$5,000.00; and

WHEREAS the City of Huntsville names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, be it resolved by the City Council of the City of Huntsville, Texas, that: the City of Huntsville hereby directs its City Manager to execute on behalf of the City of Huntsville, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Huntsville Municipal Airport.

PASSED AND APPROVED this _____ day of _____ 2025.

THE CITY OF HUNTSVILLE

Russell Humphery, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 2.a.

Agenda Item: Consider adoption of Ordinance No. 2025-16 to amend the budget for FY 24-25 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance No. 2025-16 to amend the budget for FY 24-25 and/or CIP Project budgets.

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:

Exhibit A

To capitalize on a temporary suspension of foreign goods tariffs, the City of Huntsville IT Department recommends advancing the purchase of network and computer hardware that was originally scheduled for replacement in the fiscal year 2025-2026 to the current fiscal year. This action aims to avoid significant price increases of 125% or more. The hardware has a five-year service life, during which one-fifth of the purchase price is allocated annually to ensure that replacement funds remain available.

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

Financial Implications: Exhibit A- \$647,935

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

1. FY 25 ORDINANCE to amend budget - 2025-16
2. BAs pre-purchase IT equipment 061725-061125pdf

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2024-2025 ANNUAL BUDGET AND/OR 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/or 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/or 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/or 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 17th day of June 2025.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

APPROVED AS TO FORM:

ATTEST:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Budget Amendments FY 24-25

Finance Committee and City Council - June 17 2025

Exhibit A

Increase: Other Supplies	\$	11,753
Increase: Non Capital Equipment Purchases	\$	178,093
Increase: Capital Machine/Tools/Equipment	\$	458,089

Explanation:	To capitalize on a temporary suspension of foreign goods tariffs, the City of Huntsville IT Department recommends advancing the purchase of network and computer hardware that was originally scheduled for replacement in the fiscal year 2025-2026 to the current fiscal year. This action aims to avoid significant price increases of 125% or more. The hardware has a five-year service life, during which one-fifth of the purchase price is allocated annually to ensure that replacement funds remain available.
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CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 2.b.

Agenda Item: Consider purchasing PCs originally scheduled for replacement in FY25/26 to the current FY for cost savings due to the temporary suspension of foreign goods tariffs.

Initiating Department/Presenter: Information Technology

Presenter:

Bill Wavra, IT Director

Recommended Motion: Move to approve the purchase of PCs originally scheduled for replacement in FY25/26 to the current FY for cost savings due to the temporary suspension of foreign goods tariffs, not to exceed \$96,639.45.

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:

To capitalize on the temporary suspension of foreign goods tariffs, the City of Huntsville IT Department recommends advancing the purchase of PCs scheduled for replacement in the Fiscal Year (FY) 2025/2026 computer replacement plan to the current FY. This proactive approach aims to avoid anticipated price increases of 125% or more once tariffs are reinstated. To ensure consistent funding, the purchase price is divided by the total expected lifecycle—typically three to five years depending on usage and environment—and that amount is allocated annually to ensure that replacement funds remain available.

Regular PC replacement is critical to maintaining efficient city operations. As PCs age, performance deteriorates, and the risk of hardware failure rises, leading to potential service interruptions. The Texas Department of Information Resources (DIR) has established industry best practices, recommending replacement cycles of three to five years to optimize reliability and efficiency.

During FY 2025/2026, 70 PCs will reach the end of their manufacturer support and warranty periods. Replacing this equipment will improve system reliability, ensure ongoing vendor support, and enhance staff productivity by reducing repair frequency and downtime.

If approved, these PCs will be purchased through the State of Texas DIR contract, a cooperative purchasing program that provides cost-effective procurement for state and local governments, educational institutions, and other public entities in Texas.

Previous Council Action:

-
- Dell Computers - PC Replacement Schedule on 10/15/2024
 - Dell Computers - PC Replacement Schedule on 10/3/2023

Financial Implications: Account #309-655-52200 in the amount of \$96,639.45

Approvals:

Bill Wavra
Lance Hall
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 2.c.

Agenda Item: First Reading - Consider purchasing network and virtualization hardware originally scheduled for replacement in FY25/26 to the current FY for cost savings due to the temporary suspension of foreign goods tariffs.

Initiating Department/Presenter: Information Technology

Presenter:
Bill Wavra, IT Director

Recommended Motion: Move to waive the two-reading requirement and authorize the City Manager to purchase network and virtualization hardware originally scheduled for replacement in FY25/26, to the current FY for cost savings due to the temporary suspension of foreign goods tariffs, not to exceed \$448,941.21.

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:

To capitalize on the temporary suspension of foreign goods tariffs, the City of Huntsville IT Department recommends advancing the purchase of network equipment originally scheduled for replacement in the Fiscal Year (FY) 2025/2026 to the current FY. This proactive approach aims to avoid anticipated price increases of 125% or more once tariffs are reinstated. The hardware has a five-year service life, during which one-fifth of the purchase price is allocated annually to ensure that replacement funds remain available.

Regular network hardware replacement is critical to maintaining efficient city operations. As network equipment ages, performance deteriorates, and the risk of hardware failure increases, potentially causing service interruptions. The Texas Department of Information Resources (DIR) has established industry best practices, recommending a five-year replacement cycle to optimize reliability and efficiency. Manufacturer support and warranties expire after five years, further underscoring the importance of timely replacement.

Core network and virtualization equipment providing critical services—including server backups, internet access, access control, phones, and data connectivity to the Police Department, Warehouse, and Statue Visitor Center—is scheduled for replacement. Replacing this equipment will ensure operational reliability, restore vendor support, and enhance staff efficiency by minimizing repair frequency and downtime.

FreeIT Data Systems is a member of the State of Texas Cooperative DIR program and is in good standing

under contract #DIR-TSO-4160.

Previous Council Action:

- Disaster Recovery Hardware and Network Replacement - 10/5/2021
- Production Server Hardware and Network Replacement - 10/20/2020
- Disaster Recovery Hardware and Network Replacement - 10/6/2015

Financial Implications: Account #309-655-69020 in the amount of \$448,941.21

Approvals:

Bill Wavra
Lance Hall
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 2.d.

Agenda Item: First Reading - Consider adopting Resolution No. 2025 -19 Ratifying submission and approving acceptance of a federal grant award under the Emergency Watershed Protection Program and authorizing the City Manager to act as the City's authorized representative.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to waive the two reading requirement and approve Resolution No. 2025-19 to ratify the submission and approve the acceptance of grant funding under the United States Department of Agriculture, Natural Resources Conservation Service, EWP Project #5118 in Walker County for \$1,884,836 (\$1,315,002.00 NCRS grant share, \$483,334.00 city match share, Technical Assistance \$131,500.00) and authorize the City Manager to act as the City's Executive Officer and Authorized Representative in all matters pertaining to the grant.

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

Discussion: The City of Huntsville submitted an application to the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) under the Emergency Watershed Protection (EWP) Program following damage sustained during Tropical Storm Beryl. The City has now received award notice for Cooperative Agreement No. NR257442XXXXC004, EWP Project #5118-001, in the amount of \$1,446,502.00 in federal funds. The grant supports storm-related recovery projects including drainage and erosion repairs at multiple sites across the City. The City is responsible for a 25% non-federal match totaling \$438,334.00. The resolution accompanying this agenda item ratifies the application submission and authorizes the City Manager to execute all grant-related actions on behalf of the City.

Previous Council Action: No previous action has been taken.

Financial Implications: Federal award: \$1,446,502.00

City cost share (non-federal): \$438,334.00

Total project budget: \$1,884,836.00

City share will come out of the Drainage Fund Revenue collected this year.

Approvals:

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. RESOLUTION NO 2025-19
2. USDA-NCRS Grant Agrrement

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, RATIFYING THE SUBMISSION OF AN APPLICATION AND APPROVING THE ACCEPTANCE OF FUNDING FROM THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS) UNDER THE EMERGENCY WATERSHED PROTECTION PROGRAM FOR RECOVERY MEASURES IN RESPONSE TO DAMAGE CAUSED BY TROPICAL STORM BERYL; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM.

WHEREAS the City desires to protect life and property from future flood and storm events by implementing recovery measures in areas damaged during Tropical Storm Beryl; and

WHEREAS it was necessary and in the best interest of the City to submit an application for financial assistance through the NRCS Emergency Watershed Protection (EWP) Program to address emergency watershed damages in Walker County, Texas; and

WHEREAS the City has received notice of award for EWP Project #5118-001 (NRCS Award No. NR257442XXXXC004), providing federal funds in the amount of \$1,446,502.00 to cover eligible construction and technical assistance costs, requiring a non-federal cost share of \$438,334.00 by the City; and

WHEREAS the City Council finds that it is in the public interest to ratify the submission of the grant application and authorize acceptance of the award to mitigate risks to infrastructure and residents caused by erosion and drainage failures at multiple sites;

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

SECTION 1. The submission of an application to the United States Department of Agriculture – Natural Resources Conservation Service for funding under the Emergency Watershed Protection (EWP) Program is hereby ratified.

SECTION 2. The acceptance of federal grant funding in the amount of \$1,446,502.00 for EWP Project #5118-001 is hereby approved, with the understanding that the City's local cost share of \$438,334.00 shall be provided from non-federal sources.

SECTION 3. The Mayor and City Council express strong support for the project and its role in protecting public infrastructure and reducing future risks from storm-related erosion and flooding.

SECTION 4. The City agrees that in the event of loss or misuse of the grant funds, it assures the full return of such funds to the grantor agency in accordance with applicable federal requirements.

SECTION 5. The City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the EWP Program.

PASSED AND APPROVED this 17th day of June 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR257442XXXXC004	2. Amendment Number	3. Award /Project Period Date of Final Signature- 10/18/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 101 South Main Street Temple, TX 76501		6. Recipient Organization (Name and Address) CITY OF HUNTSVILLE, CITY OF HUNTSVILLE 1212 AVENUE M HUNTSVILLE TX 77340-4608 UEI Number / DUNS Number: N23AGN86Z7L3 / 084971480 EIN:	
7. NRCS Program Contact Name: MICHAEL ROBISON Phone: (254) 742-9901 Email: michael.robison@usda.gov	8. NRCS Administrative Contact Name: KAYLIE ALDERMAN Phone: (817) 509-3374 Email: kaylie.alderman@usda.gov	9. Recipient Program Contact Name: Dale Viola Phone: (504) 888-5733 Email: dalev@stuartconsultinggroup.com	10. Recipient Administrative Contact Name: Christina Bodin-Turner Phone: (936) 291-5981 Email: cbodinturner@huntsvilletx.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Adam Winningham Phone: (936) 662-0564 Email: awinningham@huntsvilletx.gov
15. Project Title/ Description: EWP Project # 5118-001 in Walker County, Texas for implementation of recovery measures.			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$1,446,502.00	\$438,334.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$1,446,502.00	\$438,334.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$1,315,002.00	Other	\$131,500.00
Total Direct Cost	\$1,446,502.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$438,334.00
		Total Federal Funds Awarded	\$1,446,502.00
		Total Approved Budget	\$1,884,836.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Kristy Oates State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Scott Swigert City Manager	Signature 	Date 6/11/2025

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to City of Huntsville, hereinafter referred to as the "Sponsor", for EWP Project # 5118 in Walker County, Texas for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 48-17-24-5118-001—Multiple damage to city road, city parks with pipe infrastructure, and erosion next to houses in the City of Huntsville, Walker County, Texas.

Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$1,884,836.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$1,315,002.00 + 25% Sponsor \$438,334.00): \$1,753,336.00

Technical Assistance (TA) Costs:

100% NRCS (up to total construction cost): \$131,500.00

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$131,500.00 of the total construction cost for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:

a. Engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing.

prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and are ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
7. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer's approved plans and specifications.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
10. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP

program project measures.

c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP program project measures.

d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact progress reports as agreed to and as necessary. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.

17. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD.@usda.gov as outlined in the applicable version of the General Terms

and Conditions.

Performance Reports: Quarterly
Financial Reports (form SF-425): Quarterly

NRCS RESPONSIBILITIES

1. For sites requiring contracted engineering services, assist Sponsor in establishing design parameters. Determine eligible construction costs during the pre-design conference.
2. If applicable, designate a Government Representative to serve as liaison with the Sponsor and identify that person's contact information with this fully signed and executed agreement.
3. For sites requiring contracted engineering services, review, comment, and concur in preliminary and final plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP). For sites designed by NRCS, provide final plans, construction specifications, construction costs estimate, O&M Plan, and QAP to the Sponsor.
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the NRCS designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with the approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items.

1. Obtaining permits: estimated month June 2025
2. Completing Quality Assurance Plan: June 2025
3. Solicit bids: July 2025
4. Award contract: estimated month July 2025
5. Date of estimated completion of construction: October 2025
6. Complete closeout-out activities: No later than 120 calendar days from agreement expiration.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



Christina Bodin-Turner <cbodinturner@huntsvilletx.gov>

Fwd: FW: NR257442XXXXC004 EWP - City of Huntsville NOA

Dale Viola <dalev@stuartconsultinggroup.com>

Tue, Jun 10, 2025 at 3:48 PM

To: Adam Winningham <awinningham@huntsvilletx.gov>, Christina Bodin-Turner <cbodinturner@huntsvilletx.gov>, Amy Wing <amyw@stuartconsultinggroup.com>, Christopher Fenner <chrisf@stuartconsultinggroup.com>

Adam

See the agreement below. We can go over it in the morning at your convenience. And how we can route it for signature.

Dale Viola Jr.
Stuart Consulting Group Inc
985-630-6926
Dalev@stuartconsultinggroup.com

----- Forwarded message -----

From: **Robison, Michael - FPAC-NRCS, TX** <Michael.Robison@usda.gov>

Date: Tue, Jun 10, 2025 at 15:46

Subject: FW: NR257442XXXXC004 EWP - City of Huntsville NOA

To: Dale Viola <dalev@stuartconsultinggroup.com>

CC: Northcut, Mark - FPAC-NRCS, TX <mark.northcut@usda.gov>, Albanesi, Christopher - FPAC-NRCS, TX <christopher.albanesi@usda.gov>

Good afternoon, Dale,

We received the NOA for this cooperative agreement.

We will need to have our State Conservationist sign it afterwards then it becomes active.

Please submit this to the Sponsor for signature and return it as soon as possible.

v/r,

Michael Robison
EWPP Program Manager
NRCS | Watershed
Texas State Office



U.S. DEPARTMENT OF AGRICULTURE

Natural Resources Conservation Service
101 South Main Street, Temple, Texas, 76501
p: (254) 742-9901 | c: (254) 721-3892

From: Alderman, Kaylie - FPAC-FBC, TX <kaylie.alderman@usda.gov>
Sent: Tuesday, June 10, 2025 2:07 PM
To: Robison, Michael - FPAC-NRCS, TX <Michael.Robison@usda.gov>
Cc: Albanesi, Christopher - FPAC-NRCS, TX <christopher.albanesi@usda.gov>; usdafpacbc@servicenowservices.com
Subject: NR257442XXXXC004 EWP - City of Huntsville NOA

Michael,

Attached is the NR257442XXXXC004 EWP - City of Huntsville NOA for signatures.

Kaylie Alderman

Grants Management Specialist

Specialized Team

Grants and Agreements Division



U.S. DEPARTMENT OF AGRICULTURE

Farm Production and Conservation

Kaylie.alderman@usda.gov
p: (817) 509-3374

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NR257442XXXXC004 EWP - City of Huntsville NOA.pdf
131K



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 2.e.

Agenda Item: Consider action to waive interest or any other additional charges on the invoice for demolition at 122 Johnson Road so that \$1,525.00 can be paid and the property lien removed.

Initiating Department/Presenter: Development Services

Presenter:

Kevin Byal, Director of Development Services

Recommended Motion: Move to waive interest or any other additional charges on the invoice for demolition at 122 Johnson Road so that \$1,525.00 can be paid and the property lien removed.

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

Discussion: On 10/29/2003, the City placed a lien on the property located at 122 Johnson Road in the amount of \$1,525.00 for the demolition of a substandard structure on the property. According to the lien document, the assessment payable to the City of Huntsville is the principle in full plus 10% interest per annum until paid. As of June 9, 2025, the total interest accrued on this lien is \$3,294.55, resulting in a total amount due to the City of \$4,819.85.

Ms. Cynthia Wilson Murray, who inherited the property and is the current owner, has requested that the City waive the interest due on the lien and accept monthly payments of \$150.00 on the principal until the original lien amount is paid in full, at which time the lien will be released. According to the Walker County Appraisal District, property taxes are currently paid up to date.

Previous Council Action: The City Council has taken no previous action on this property since causing the demolition of the substandard structure and the placement of the lien in 2003.

Similar requests were brought to the Council in October 2015 and again in September 2016. In each instance, the Council approved an agreement with the property owners to reduce the amount due the City for the demolition lien by forgiving the interest on the liens.

Financial Implications: If the request is approved, the City will receive \$1,525.00 in revenue. If the request is not approved, the lien in the full amount of \$4,819.85 will remain in place on the property.

Approvals:

Kevin Byal
Sam Masiel
Scott Swigert

Leonard Schneider
Kristy Doll

Associated Information:

1. 122 Johnson Rd - Lien Reduction Email
2. Demolition Lein 599-665 OR



Jessie Mathis <jmathis@huntsvilletx.gov>

Lien Reduction or Relief 122 Johnson Road

Cyndi Wilson <cyndi.newday@ymail.com>
Reply-To: Cyndi Wilson <cyndi.newday@ymail.com>
To: Jessie Mathis <jmathis@huntsvilletx.gov>
Cc: Cyndi Wilson <cyndi.newday@ymail.com>

Mon, Apr 21, 2025 at 11:02 AM

I am sending this email in hopes to settle the demolition lien that was placed on our property on [122 Johnson Road, Huntsville, Texas](#). I do feel that it was placed in error as the City did not request that the home that was on the property be torn down and should not have intervened in the process or timing of our completion, which allowed the City to pay another citizen to remove cinder blocks, wood, and other debris from our property.

Since the demolition was placed on said property, we did not receive any information or a notice from the City of the lien amount that steadily was increasing. In purchasing our mobile home, the search rendered results that there was "no lien." This was of course not true and the purchase was approved to proceed to place our mobile home on said property that we currently live on with no other intentions.

I am therefore asking that in order to settle this demolition lien, that the City would: 1) reduce the interest that has incurred, as the interest has increased to an amount that has surpassed the original payment that was paid to the citizen who removed the debris, and 2) allow a payment plan to receive \$150 monthly until paid out on the reduced amount.

Thanks to all who makes a decision and I humbly submit this request and look forward to a favorable working solution.

Sincerely,

Cynthia Wilson Murry
122 Johnson Road
[Huntsville, Texas. 77320](#)
(936) 714-6241
cyndi.newday@ymail.com

Yahoo Mail: [Search](#), [Organize](#), [Conquer](#)

10166

DEMOLITION LIEN

STATE OF TEXAS §
 §
COUNTY OF WALKER §
 §
CITY OF HUNTSVILLE §

WHEREAS, pursuant to Texas Health and Safety Code, Chapter 342; Texas Local Government Code, Chapter 214; and the Code of Ordinances of the City of Huntsville, Texas ("City"), the City demolished and removed from the premises known as 122 JOHNSON ROAD, TAX ID #6100-082-0-01400, Huntsville, Texas, certain substandard building(s); and

WHEREAS, the Code of Ordinances of the City further authorizes the City Building Official to keep a record of such expenses to be assessed as a lien against the property involved; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that:

On the 29th day of October, 2003, there was levied an assessment in the sum of ONE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$1,525.00) against property situated in the City of Huntsville, Texas, known as 122 Johnson Road, Huntsville, Texas and described as:

Being a called ½ acre tract of land located in the H.L. HUNTER SURVEY, Abstract No. 248 and being described in a deed from Maurine Franklin, et al to Augusta Bibbs, dated September 15, 1982 and recorded in Volume 413, Page 501, Deed Records of Walker County, Texas

and against the true owner or owners thereof, named as follows:

Augusta Bibbs, Deceased c/o Cynthia K. Bibbs Wilson

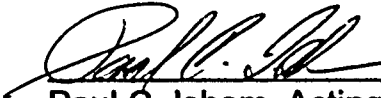
This assessment is payable to the City of Huntsville together with interest thereon from October 29, 2003, at the rate of ten per cent (10%) per annum until paid.

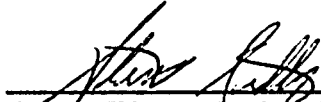
This assessment, together with interest, is declared to be a privileged lien on the above-described property, superior to all liens or claims except state, county, city and school district ad valorem taxes and paving improvement liens.

Done this _____ day of November, 2003.

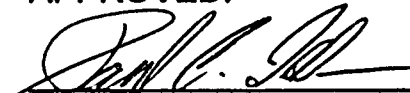
VOL 509 PAGE 665

CITY OF HUNTSVILLE, TEXAS


Paul C. Isham, Acting City Manager

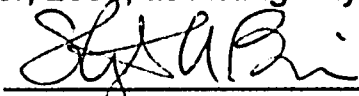

Steve Ritter, Acting Finance Director
1212 Avenue M
Huntsville, Texas 77340
(936) 291-5400

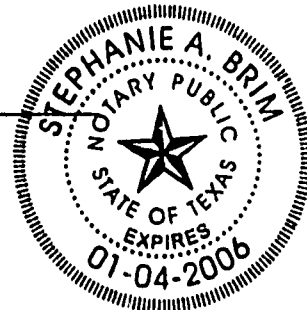
APPROVED:


Paul C. Isham, City Attorney

STATE OF TEXAS §
COUNTY OF WALKER §

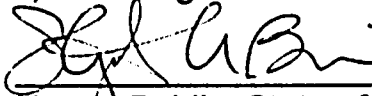
This instrument was acknowledged before me, the undersigned authority, by Paul C. Isham on this the 26th day of November, 2003, as Acting City Manager.

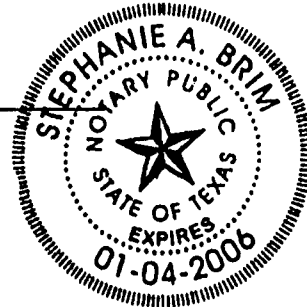

Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF WALKER §

This instrument was acknowledged before me, the undersigned authority, by Steve Ritter on this the 26th day of November, 2003, as Acting Director of Finance.


Notary Public, State of Texas



FILED & RECORDED
COUNTY CLERK
WALKER COUNTY

'03 DEC 1 PM 1 16

JAMES D. PATTON
DEPUTY 

STATE OF TEXAS
COUNTY OF WALKER

I, James D. Patton, County Clerk in and for Walker County, Texas do hereby certify that this instrument was filed for record in the volume and page of the named record, and at the time and date as stamped.


JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS



VOL 599 PAGE 666

☒ Official Public Records ☐ Discharge Records



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 3.a.

Agenda Item: Consider the appointment to the Library Advisory Board vacant position.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Mayor Humphrey nominates Daniel C. Blosser to seat seven of the Library Advisory Board.

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

Discussion: Consider the Mayor's nomination to the Library Advisory Board for a vacant position that needs to be filled.

Previous Council Action:

Financial Implications:

Approvals:

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

1. June 17, 2025 Board Appointments



CITY OF HUNTSVILLE
BOARD AND COMMISSION APPOINTMENTS/REAPPOINTMENTS

BOARD NAME	SEAT #	APPOINT/ REAPPOINT	BOARD MEMBER	TERM EXPIRES
Library Advisory Board				
	7	Appoint	Daniel C. Blosser	8/31/2027



CITY COUNCIL AGENDA

6/17/2025

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 to receive legal advice on Easement Acquisition - MUD No. 2

Initiating Department/Presenter: City Attorney

Presenter:

Leonard Schneider, City Attorney

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information: