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, JULY 1, 2025

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

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

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

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

PROCLAMATION

a. Proclamation No. 2025-13 Parks and Recreation Month
Russell Humphrey, Mayor

1. CONSENT AGENDA

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

a. Consider approving the Minutes from the June 17, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary

b. Consider adopting Resolution No. 2025-21 of the City Council of the City of Huntsville, Texas, authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation for funding an amount not to exceed $40,000.00 to acquire a dedicated water rescue boat.
Lance Hall, Finance Director

c. Consider authorizing the City Manager to award a construction contract for enclosing two bays of the Fleet Services Building.
Kim Kembro, Interim Public Works Director

d. Consider approving the Fourth Amendment to the Option to Purchase and Agreement to Pursue Water Supply between the City of Huntsville and Montgomery County Municipal Utility Districts Number 8 and 9.
Kim Kembro, Interim Public Works Director

e. Consider authorizing the City Manager to award a contract to Agile Interiors for the Huntsville Public Library Maker Space.
Sam Masiel, Assistant City Manager

2. **STATUTORY AGENDA**

   a. Consider adopting Ordinance No. 2025-17 Authorizing the Issuance of the City of Huntsville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025, for Stormwater Drainage Projects
   Lance Hall, Finance Director

   b. **First Reading** - Consider adopting Resolution No. 2025-22 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $3,500,000.00 for the erosion mitigation downstream of the Dawson Lake Dam.
   Kathlie Jeng-Bulloch, City Engineer

   c. **First Reading** - Consider adopting Resolution No. 2025-23 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department, which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $5,500,000.00 for the Town Creek Master Drainage Plan and Design of Drainage Projects in the watershed.
   Kathlie Jeng-Bulloch, City Engineer

   d. **First Reading** - Consider adopting Resolution No. 2025-24 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department, which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $4,500,000.00 with the City's 10% match amount of $450,000.00 for the MLK Street Improvements.
   Kathlie Jeng-Bulloch, City Engineer

   e. Consider adopting Resolution No. 2025-25 authorizing the City Manager to apply for and accept, if awarded, funding under the 2025 Transportation Alternatives Set-Aside (TA) Program, Texas Department of Transportation, in the amount of $4,594,000.00 for the Sycamore Avenue Project.
   Kathlie Jeng-Bulloch, City Engineer

   f. 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

   g. Consider authorizing the City Manager to enter into a Professional Engineering Services Agreement with KSA Engineering for aviation engineering services for the Huntsville Municipal Airport.
   Layne Yeager, City Planner/Airport Manager

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

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

5. **ITEMS OF COMMUNITY INTEREST**

6. **EXECUTIVE SESSION**

   a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice - Walker County Economic Development Corporation.
   Leonard Schneider, City Attorney

b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on claims by Frost Construction Company, Inc. regarding Service Center Expansion & Renovation.
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 27, 2025
TIME OF POSTING: 9:30 a.m.
TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: a.

Agenda Item: Proclamation No. 2025-13 Parks and Recreation Month

Initiating Department/Presenter: City Council

Presenter:
Russell Humphrey, Mayor

Recommended Motion: N/A

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

Discussion: N/A

Previous Council Action: N/A

Financial Implications: N/A

Approvals:
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the June 17, 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 17, 2025, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:
1. City Council Meeting Minutes 6-17-2025

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 17TH 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.)

Mayor Humphrey called the Workshop to order at 5:30 p.m.

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

Mayor Humphrey adjourned the Workshop at 5:46 p.m.

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 Councilmember Cox led the pledges.

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

a. **Consider approving the Minutes from the 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-Bulloch, 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

Councilmember Vicki McKenzie made a motion to approve the Consent Agenda Items a. through d. 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 adoption of Ordinance No. 2025-16 to amend the budget for FY 24-25 and/or CIP Project Budgets.**
Lance Hall, Finance Director

Councilmember Vicki McKenzie made a motion to adopt Ordinance No. 2025-16 to amend the budget for FY 24-25 and/or CIP Project budgets for $647,935. 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

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

Councilmember Vicki McKenzie made a motion 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. 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. **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

Councilmember Casey Cox made a motion 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. 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. **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

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

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

Councilmember Tore Fossum made a motion to waive the 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. The motion was seconded by Councilmember Anissa Antwine.

Councilmember Vicki McKenzie made a motion to postpone this agenda item until the next city council meeting. The motion was seconded by Councilmember Anissa Antwine. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

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

Councilmember Tore Fossum made a motion that Mayor Humphrey nominates Daniel C. Blosser to seat seven of the Library Advisory Board. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Councilmembers announced Items of Community Interest.

6. EXECUTIVE SESSION

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

City Council convened into Executive Session at 6:50 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 7:10 p.m.

Councilmember Tore Fossum made a motion to instruct staff to start the process of easement acquisition pursuant to the Development Agreement with Forestar USA Real Estate Group and authorize the City Attorney and City Manager to retain outside counsel to assist in any condemnation proceedings subject to an executed written agreement that Forestar pays the City's cost to exercise its eminent domain authority including the cost of any acquired easements for water and or sewer lines. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:11 p.m.

ATTEST: **CITY OF HUNTSVILLE**

Kristy Doll, City Secretary **Russell Humphrey, Mayor**

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 1.b.

Agenda Item: Consider adopting Resolution No. 2025-21 of the City Council of the City of Huntsville, Texas, authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation for funding an amount not to exceed $40,000.00 to acquire a dedicated water rescue boat.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to approve Resolution No. 2025-21 of the City Council of the City of Huntsville, Texas, authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation for funding an amount not to exceed $40,000 to acquire a dedicated water rescue boat, and designating the City Manager as the City's Authorized Representative in all matters pertaining to the grant application and the City's participation in the Grant Program.

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

Discussion: Huntsville is surrounded by natural features that increase flood risk, including several lakes, rivers, and low-lying areas. Severe weather events, especially flash floods, have become increasingly frequent, exposing critical gaps in emergency response capabilities. While the department provides a broad range of rescue services, it currently lacks a dedicated watercraft for swift water and flood-related emergencies. A Zodiac-style water rescue vessel would close this gap, enabling deployment during floods, boating accidents, or severe weather events. The Huntsville Fire Department is poised to take its lifesaving mission to the next level with this vital water rescue package. It will empower our firefighters to respond more quickly, safely, and more effectively, ensuring the best outcome for every call. By investing in this project, the Huntsville Fire Department and the entire region will benefit by closing a critical capacity gap that put lives at risk during past emergencies.

Previous Council Action: NONE

Financial Implications: The total cost of the Zodiac and equipment is $42,615.41. The grant is not to exceed $40,000.00, so the city would have to cover the $2,615.41 and any other incidental costs associated with the Zodiac.

Approvals:
Lance Hall
Sam Masiel

Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Resolution 2025-21-firehouse subs grant 061725
2. Background - History Attachment

RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $40,000 TO ACQUIRE A DEDICATED WATER RESCUE BOAT; AND DESIGNATING THE CITY MANAGER AS THE CITY'S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE GRANT APPLICATION AND THE CITY'S PARTICIPATION IN THE GRANT PROGRAM.

WHEREAS the City of Huntsville Fire Department provides fire suppression, emergency medical response, hazardous materials operations, and water rescue services to the Huntsville community; and

WHEREAS the City of Huntsville seeks to improve emergency preparedness and response capabilities through the acquisition of a dedicated water rescue boat to assist in flood and water-related emergencies; and

WHEREAS the Firehouse Subs Public Safety Foundation provides grant funding to public safety organizations to acquire lifesaving equipment that enhances community safety and emergency response; and

WHEREAS the City Council finds it to be in the best interest of the health, safety, and welfare of the residents of Huntsville to apply for grant funding from the Firehouse Subs Public Safety Foundation;

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

SECTION 1. A grant application is hereby authorized to be submitted on behalf of the City of Huntsville Fire Department to the Firehouse Subs Public Safety Foundation for an amount not to exceed $40,000.

SECTION 2. The proposed grant will fund the purchase of a dedicated rescue boat to support the department's water rescue operations during flood and severe weather events.

SECTION 3. The City Council strongly supports this grant application to address critical public safety needs.

SECTION 4. The City Council hereby designates the City Manager, Scott Swigert, as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this grant application and the City's participation in the Firehouse Subs Public Safety Foundation grant program.

PASSED AND APPROVED this 1st day of July, 2025.

THE CITY OF HUNTSVILLE

____

Russell Humphrey, Mayor

ATTEST:

____

Kristy Doll, City Secretary

APPROVED AS TO FORM:

____

Leonard Schneider, City Attorney

Firehouse Subs Public Safety Foundation Grant

City of Huntsville – Fire Department

Primary Contact: Christina Bodin-Turner, Finance

Alternate Contact: Captain Tim Buhler, Huntsville Fire Department

Background / History

1. Organization History and Mission

The Huntsville Fire Department has served the City of Huntsville, Texas, since 1925, evolving from a volunteer team into a modern, multi-service department providing critical emergency services to more than 40,000 residents and neighboring communities. Operating from four stations, the department covers a vast 800 square miles of service area, offering fire suppression, EMS first response, hazardous materials operations, dive recovery, fire prevention, and emergency management coordination.

The department's mission is simple but essential: to preserve life and property through rapid, professional response. Fulfilling that mission requires readiness for all hazards, including emergencies on the water.

Huntsville is surrounded by natural features that increase flood risk, including several lakes, rivers, and low-lying areas. Severe weather events, especially flash floods, have become increasingly frequent, exposing critical gaps in emergency response capabilities. While the department provides a broad range of rescue services, it currently lacks a dedicated watercraft for swift water and flood-related emergencies.

This equipment gap creates a dangerous vulnerability. In water-related incidents, our firefighters must either delay response or rely on borrowed equipment that can cost precious time and, potentially, lives. A Zodiac-style water rescue vessel would close this gap, enabling rapid deployment during floods, boating accidents, or severe weather events.

Investing in this critical asset will save lives, expand regional response capacity, and ensure our first responders are equipped to serve and protect every resident, regardless of terrain or conditions.

2. Requested Equipment and Cost

The department is requesting an amount not to exceed $40,000 to purchase a comprehensive Zodiac FC420 LSRF water rescue package, including:

- Zodiac FC420 inflatable boat
- Tohatsu MFS30DL outboard motor

- Minn Kota Ultrex Quest trolling motor with MEGA imaging
- Custom galvanized trailer, rigging, lettering, and equipment accessories

This FEMA-recognized package is specifically designed for flood response, search and recovery, and swift-water rescue. A single, itemized vendor quote is attached and includes freight and tax, as required by Foundation guidelines.

3. Community Impact and Lifesaving Value

A Critical Tool for Rapid Rescue

When flooding strikes, seconds matter. Without a dedicated rescue boat, responders must rely on borrowed equipment or delay operations. This delay could be the difference between life and death. The Zodiac FC420 provides Huntsville responders with the ability to launch within minutes, navigate swift or shallow waters, and safely reach victims during the most dangerous conditions. This is not just a piece of equipment; it's a vessel that will save lives.

Equity in Emergency Access

Rural and underserved areas surrounding Huntsville rely on the city's fire department for mutual aid. Many of these communities lack specialized rescue resources. This boat extends critical rescue and supply delivery capacity to hard-to-reach families, seniors, and medically vulnerable individuals cut off during disasters.

Versatility for All-Hazard Response

Beyond rescue, this watercraft and its sonar-equipped systems can be used to locate drowning victims, assist with hazardous materials incidents near waterways, or support dive operations during boating accidents. In every scenario, it helps protect both citizens and the first responders serving them.

Building Community Trust and Preparedness

In an era of increasing natural disasters, residents want to know their community is prepared. A modern, dedicated water rescue asset demonstrates Huntsville's commitment to proactive emergency response and public safety. It builds trust and ensures residents are not left behind in the event of a flood, storm, or water-related crisis.

4. Alignment with the Firehouse Subs Foundation Mission

This grant request reflects the Foundation's mission to enhance the lifesaving abilities of first responders and protect the communities they serve. Every component of this application focuses on:

- Expanding frontline response capacity
- Closing a critical gap in equipment coverage

- Reaching vulnerable residents in real-time emergencies
- Supporting regional disaster readiness beyond city limits

Your investment would empower our firefighters to respond more quickly, safely, and more effectively, ensuring the best possible outcome for every call.

5. Conclusion

The Huntsville Fire Department is poised to take its lifesaving mission to the next level with this vital water rescue package. We are asking for your partnership to close a critical capability gap that has put lives at risk during past emergencies.

By investing in this project, the Firehouse Subs Public Safety Foundation will help safeguard lives, not just in Huntsville, but across an entire region that relies on our department for emergency response. Thank you for your ongoing commitment to first responders and for considering this request.

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 1.c.

Agenda Item: Consider authorizing the City Manager to award a construction contract for enclosing two bays of the Fleet Services Building.

Initiating Department/Presenter: Public Works

Presenter:
Kim Kembro, Interim Public Works Director

Recommended Motion: Move to authorize the City Manager to award a contract to Crowned Eagle Construction for enclosing two bays of the Fleet Services Building in the amount of $99,398.00.

Strategic Initiative: Strategic Priority #1, Public Safety - Create a community where all individuals feel safe and protected, where citizens trust the effectiveness of our agencies through community engagement, technologies, and best practices. We strive to promote a culture of service, prevention and partnership.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 Fleet Services Division provides maintenance and repair support for all municipal vehicles, including the Fire Department apparatus. Due to the size of the ladder truck, existing bays are inadequate to safely and effectively house the unit during servicing. The proposed expansions will not only address this immediate need but also enhance long-term service capabilities for larger equipment and vehicles.

City staff proposed a scope of work that included enclosing two existing 25' x 40' lean-to bays with concrete, framing, wall and roof covering, insulation, and electrical work. This will be a turnkey project that will require the vendor to perform all necessary work to ensure proper operation.

City staff utilized sealed bid proposals for the Fleet Building Service Bay Extension to achieve optimal results at a competitive price. Multiple vendors were invited to bid, along with the invitation to bid being advertised as required. Two mandatory site visits were conducted, and three (3) bids were received and opened on June 10, 2025. Staff have checked references for Crowned Eagle Construction and based on their performance in other related construction projects, staff recommend approving them to provide the necessary services, as outlined within the quote, for $99,398.00.

Previous Council Action: The funds for this project were approved by the council in the FY 24/25 budget.

Financial Implications: The item is budgeted in account 101-389-55070 in the amount of $165,000.00.

Approvals:
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Bid Tab 25-28 Fleet Building Service Bay Extension

Bid Tabulation
Project Name: Bid NO. 25-28 Fleet Building Service Bay Extension
Location: 1220 11th Street Huntsville, TX 77340
Date: June 10, 2025 Time: 2:00 PM

Description	SpawGlass	Alman Construction Services	Crowned Eagle Construction
Fleet Building Service Bay Extension			
Amount	$ 180,000.00	$ 155,000.00	$ 99,398.00
Amount in Words	One Hundred Eighty Thousand dollars and Zero cents	One Hundred Fifty Five Thousand dollars and Zero cents	Ninety Nine Thousand Three Hundred Ninety Eight
Number of Days to Mobilize After Issuance of Notice to Proceed:	5 Days	30 Days	15 Days
Number of Days to Complete After Issuance of Notice to Proceed:	50 Days	50 Days	30 Days

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 1.d.

Agenda Item: Consider approving the Fourth Amendment to the Option to Purchase and Agreement to Pursue Water Supply between the City of Huntsville and Montgomery County Municipal Utility Districts Number 8 and 9.

Initiating Department/Presenter: Public Works

Presenter:
Kim Kembro, Interim Public Works Director

Recommended Motion: Move to approve the Fourth Amendment to the Option to Purchase and Agreement to Pursue Water Supply between the City of Huntsville and Montgomery County Municipal Utility Districts 8 and 9 with an effective date of January 31, 2025.

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 agreements with Montgomery County Municipal Utility Districts (MUD) 8 and 9 in which the City provides the MUDs with an option to purchase up to 2.0 million gallons per day (mgd) of treated wastewater that the City discharges into the San Jacinto River basin. The first amendment to the Option Period expired on January 31, 2021, the second amendment expired on January 31, 2023, and the third amendment expired on January 31, 2025. The MUDs are requesting an amendment to extend the option period to January 31, 2027.

Previously, the City was issued a Water Use Permit by the Texas Commission on Environmental Quality(TCEQ), which allows the City to use the bed and banks of the San Jacinto River to transport the water to the MUDs.

The Fourth Amendment is intended to extend the MUDs option period an additional two years. The MUDs will pay the City an additional $5,000 for the extended option period.

Previous Council Action: The Council approved the first amendment to the option to purchase agreement in March 2018, the second amendment in October 2020, and the third amendment in December 2022.

Financial Implications: The item is expected to generate an additional $5,000 in revenue for the Utility Fund.

Approvals:
Sam Masiel

Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Fourth Amendment to the Option to Purchase and Agreement to Pursue Water Supply with MUD 8 and City of Huntsville 2-6-2025(10627790.1)

FOURTH AMENDMENT TO THE OPTION TO PURCHASE AND AGREEMENT TO PURSUE WATER SUPPLY

This is the Fourth Amendment ("Fourth Amendment") to the September 9, 2010 Option to Purchase and Agreement to Pursue Water Supply ("2010 Option Agreement") between Montgomery County Municipal Utility District No. 8 ("MUD 8") and Montgomery County Municipal Utility District No. 9 ("MUD 9") on one hand, and the City of Huntsville ("City"), on the other hand. The Effective Date of this Fourth Amendment is January 30, 2025.

References to the "Districts" are to MUD 8 and MUD 9, collectively. References to the "Parties" are to the Districts and the City, collectively.

RECITALS

WHEREAS, the 2010 Option Agreement, and a Water Supply Agreement also entered between the Parties on September 9, 2010, provides that, subject to stated terms the City will make available to the Districts, and the Districts have a right to purchase, the City's wastewater discharges;

WHEREAS, on August 15, 2011, the City filed an application with the Texas Commission on Environmental Quality (the "TCEQ") to obtain an authorization to convey discharged water using the bed and banks of the West Fork of the San Jacinto River and in Lake Conroe for the subsequent diversion by the Districts at a point to be established by the Districts on Lake Conroe;

WHEREAS, the City of Houston ("Houston") and the San Jacinto River Authority ("SJRA"), who jointly own Certificate of Adjudication No. 10-4963, as amended, for maintaining and operating Lake Conroe, objected to the City's application;

WHEREAS, effective July 28, 2017, the Districts, the City, Houston, and the SJRA entered into the "Settlement Agreement Including Terms for Water Pass-Through, Water Commitment and Encroachment" ("Settlement Agreement") to compromise the disputed claims and avoid litigation;

WHEREAS, as part of the Settlement Agreement, the City agreed to commit, to Houston and SJRA, 21% of the quantity of water the City discharges to supply the Districts pursuant to the Water Supply Agreement;

WHEREAS, to ensure there was no conflict between the 2010 Option Agreement and the Settlement Agreement, the Parties agreed to amend the 2010 Option Agreement to reflect the City's commitment of water to Houston and SJRA;

WHEREAS, recognizing that settling Houston's and SJRA's objections extended the time required to obtain authorization from the TCEQ what the Parties anticipated when the 2010 Option Agreement was entered, the Parties entered into the First Amendment to the 2010 Option Agreement (the "First Amendment") on March 6, 2018 to extend the period of time within which the Districts may exercise the option to purchase the City's wastewater discharges;

WHEREAS, the Parties entered into the Second Amendment to the 2010 Option Agreement (the "Second Amendment") on October 23, 2020 to extend the period of time within which the Districts may exercise the option to purchase the City's wastewater discharges;

WHEREAS, the Parties entered into a Third Amendment to the 2010 Option Agreement (the "Third Amendment") on January 19, 2023 to extend the period of time within which the Districts may exercise the option to purchase the City's wastewater discharges; and

WHEREAS, the Parties continue to recognize that it is to their mutual benefit to further extend the period of time within which the Districts may exercise the option to purchase the City's wastewater discharges and enter into this Fourth Amendment;

NOW, THEREFORE, pursuant to the general laws applicable to cities and municipal utility districts, including Chapter 791, Texas Government Code, and Chapter 572, Texas Local Government Code, and as otherwise authorized and permitted by the laws of the State of Texas; for and in consideration of the covenants, conditions and undertakings hereinafter described, and for further good and valuable consideration contained in the 2010 Option Agreement, the First Amendment, the Water Supply Agreement, the Second Amendment, the Third Amendment and this Fourth Amendment, and subject to each and every term and condition of these agreements, as amended, the Parties agree to amend, modify and charge certain paragraphs of the 2010 Option Agreement as follows:

I. OPTION PERIOD EXTENDED

A. In consideration of the Districts' payment to the City in the sum of $100.00 ("Fee to Extend Option)" and other good and valuable consideration, paid on or before the Effective Date of this Fourth Amendment, the City hereby extends all the rights granted to the Districts in the 2010 Option Agreement, the First Amendment, the Second Amendment and the Third Amendment for an additional period of time through midnight on January 31, 2027, as implemented below in Section II of this Fourth Amendment.

B. The Districts also shall pay to the City $4,900.00 as a Subsequent Option Payment pursuant to the provisions of the 2010 Option Agreement and the First Amendment, Second Amendment, and Third Amendment, as hereby amended.

C. The payments provided for in this Section I shall be paid from current funds available to the Districts in accordance with Chapter 791 of the Texas Government Code.

II. AMENDMENT OF 2010 OPTION AGREEMENT

A. Section 1.04, Independent Consideration for Option, shall be amended to read as follows:

1.04 Independent Consideration for Option. This exclusive Option during the Option Period is granted in consideration of the Districts' payments to the City in the sum of $100 ("Option Fee") and $100 ("Fee to Extend Option") paid on the Effective Dates of this Option Agreement and the Fourth Amendment to this Option Agreement, respectively. The Option Fee and the Fee to Extend Option are independent consideration for the grant of the Option; accordingly, the Option Fee and Fee to Extend Option shall not be applied to the Option Payments. The Parties stipulate that the Option Fee and the Fee to Extend Option are sufficient consideration for this Option Agreement, as amended.

B. Section 1.05, Option Period, shall be amended to read as follows:

1.05 Option Period. Unless terminated in accordance with Article 6 (Termination of Option Agreement) of this Option Agreement or extended by written agreement of the Parties, the Option shall commence on the Effective Date, and end at midnight on January 31, 2027.

C. Section 1.06, Option Payments, shall be amended by adding a new Subsection (f) to read as follows:

(f) Notwithstanding Subsections (c) – (e) of this Section, and as provided in the Fourth Amendment to this Option Agreement, the Districts also shall pay to the City $4,900.00 as an additional Subsequent Option Payment. The Districts shall become obligated to pay the Subsequent Option Payment provided for in this Subsection (f) within ten (10) days following the Effective Date of the Fourth Amendment to this Option Agreement.

F. Notice of Change of Address. Notice pursuant to Section 8.01 (Notices) is hereby given of the following changes for the Districts:

For Montgomery County Municipal Utility District No. 8:

Elliot M. Barner
Radcliffe Adams Barner PLLC
2929 Allen Parkway, Suite 3450
Houston, Texas 77019-7120

For Montgomery County Municipal Utility District No. 9:

Clark Stockton Lord
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002

G. All Other Terms Remain in Force and Effect. The Parties intend and agree that all other terms and conditions in the 2010 Option Agreement not expressly amended by the First Amendment, Second Amendment, Third Amendment and this Fourth Amendment shall remain in full force and effect. If there is a conflict between the terms and conditions of this Fourth Amendment and the 2010 Option Agreement and the Third Amendment, the terms and conditions of this Fourth Amendment control.

IN WITNESS WHEREOF, the Parties, who have had the opportunity to consult with their attorney with respect hereto and who fully and completely understand the terms and provisions hereof, have executed this Fourth Amendment on the dates indicated below.

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 8

BY: John Tyn
President of the Board of Directors for MUD 8

DATE SIGNED: 29th January 2025

ATTEST: Margie Barlow
Secretary of the Board of Directors for MUD 8

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 9

BY: ______________________
President of the Board of Directors for MUD 9

DATE SIGNED: FEBRUARY 6, 2025

ATTEST: Curt N. Harris
Secretary of the Board of Directors for MUD 9

CITY OF HUNTSVILLE, TEXAS

BY: ______________________
Russell Humphrey, Mayor of the City of Huntsville

DATE SIGNED: ______________________

ATTEST: ______________________
City Secretary of the City of Huntsville

APPROVED AS TO FORM:

____
Leonard Schneider
City Attorney for the City of Huntsville, TX

CITY COUNCIL AGENDA

7/1/2025

Agenda Item Number: 1.e.

Agenda Item: Consider authorizing the City Manager to award a contract to Agile Interiors for the Huntsville Public Library Maker Space.

Initiating Department/Presenter: City Manager

Presenter:
Sam Masiel, Assistant City Manager

Recommended Motion: Move to authorize the City Manager to award a contract to AGILE Interiors for the amount of $58,637.94.

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

Discussion: The Huntsville Public Library is excited to move forward into the next phase of its Makerspace project. A proposal has been submitted from Agile Interiors, the firm that recently installed a similar wall system at the Red Oak Public Library. This system combines solid and glass panels to maximize both functionality and visibility within the space.
The Makerspace will be a dedicated, creative environment where visitors of all ages can innovate, learn, and collaborate using shared tools, equipment, and technology. The enclosed area will feature double-door entry and an open ceiling, contributing to a welcoming, open-air feel. To maintain a cohesive aesthetic with the existing library design, we have selected the same Washed Oak veneer for the wall finishes.
The total cost of the project is $58,637.94. We are proud to share that this initiative will be fully funded by the Friends of the Library, using grant proceeds generously provided by the Powell Foundation.

This proposal is utilizing the OMNIA cooperative contract R221101.

Previous Council Action: April 1, 2025: City Council received a presentation and accepted funds from the Friends of the Library for the HPL Makerspace Project. Councilmember Vicki McKenzie made a motion to have the City Manager accept funds from the Friends of the Library for the Huntsville Public Library Makerspace Project. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None.

Financial Implications: Total Cost: $58,637.94
Funding for this project is through the Friends of the Library from grant proceeds from the Powell Foundation.

Pricing for this proposal is through the OMNIA cooperative contract R221101

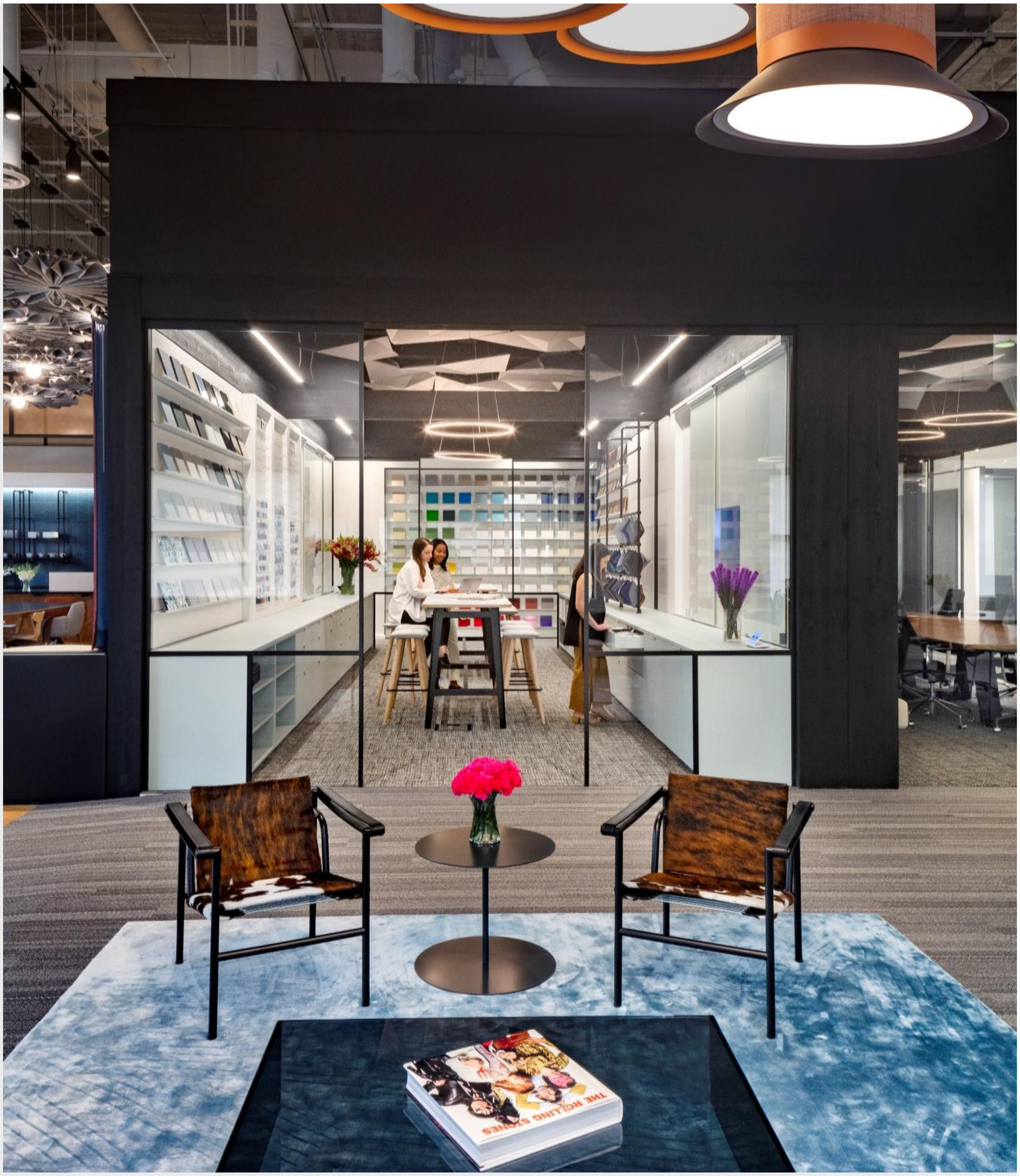
Approvals:
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. AGILE_DIRTT_Huntsville Public Library_06122025

Prepared for:

HUNTSVILLE PUBLIC LIBRARY



REQUEST FOR PROPOSAL

05/20/2025

Prepared by:

AGILE INTERIORS

Thank you for the opportunity to showcase ideas, services, and solutions for Huntsville Public Library.

We would like to introduce our team, and help you understand how we will provide value throughout your entire project, from conception and design to installation and beyond. Using our products, services, and knowledge, AGILE INTERIORS' mission is to provide Huntsville Public Library a tailored interior that enhances your business, stirs your spirit, and sustains the planet.

We look forward to establishing a meaningful dialogue with your team in support of your project objectives.

AGILE INTERIORS

7110 Old Katy Road Suite 150 Houston, TX 77024
1400 Lavaca St Suite 150 Austin, TX 78701
www.agileinteriors.com

May 20, 2025

Lisa Lance
Huntsville Public Library
1219 13th Street
Huntsville, TX, 77340

Dear Lisa,

We are excited and appreciate this opportunity to work with you on your project! We are proud to say we have installed over 400 Miles of DIRTT walls in Houston alone. DIRTT is the largest wall supplier in North America and AGILE INTERIORS is the largest DIRTT distribution partner in The United States.

The proposed DIRTT solution for your project has the shortest lead-time in the industry with all product onsite in 3-4 weeks. Our proprietary ICE software is the most robust and powerful design and manufacturing software tool in the marketplace today. Through the power of ICE we are able to accomplish unmatched production, lead-times and ultimately the experience for you and your construction team.

Simply put, there is not a comparable solution in the market or a more efficient and dependable interior technician team to partner with than AGILE INTERIORS.
On behalf of AGILE INTERIORS thank you for your consideration of DIRTT Environmental Solutions for your project. In partnering with us you'll be setting a higher design standard in corporate interiors.

Sincerely,

Brian Crawmer

Brian Crawmer
President + CEO
AGILE INTERIORS

Steven Van Beveren

Steven Van Beveren
Architectural Sales
AGILE INTERIORS

Design Parameters

DIRTT Design Parameters for Huntsville Public Library

Scope of Work

- DIRTT Solid Wall Assemblies
    - NOTE: Hard wire electrical connections required prior to DIRTT install start date

Install Duration

- 1 day

DIRTT Product Specs

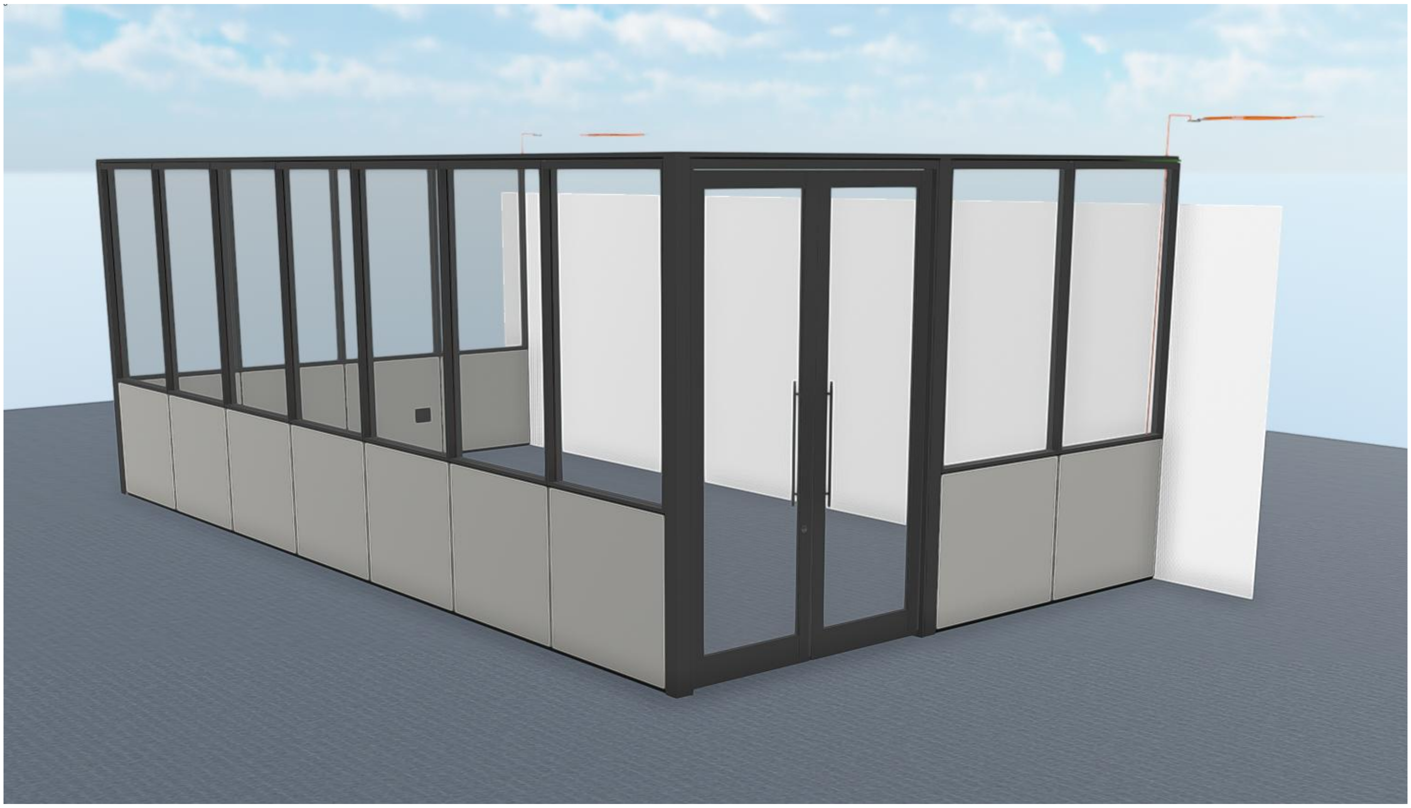
- Walls:
    - 10’-0”h Unitized Glass and Solid Walls
        - 1/4" (6mm) Clear tempered glass at upper section
        - DIRTT "Shimmer" Chromacoat+ at lower section
            - Alternate, DIRTT Gr3 “Washed Oak” Veneer
        - Standard DIRTT base
        - Rectilinear (4”) frame profile w/ black powder coat finish
        - DIRTT Quick Connect Power w/ 20 amp devices

- Doors:
    - 10’-0”h Goldie (4" Stile) Aluminum Framed Double Doors
        - 1/4" (6mm) clear tempered glass insert
        - Rectilinear (4”) frame profile w/ black powder coat finish
        - DIRTT 30" non-locking bar pull w/ black powder coat finish
        - Thumb-turn deadlock w/ brushed stainless finish
        - Concealed Closers

Pricing per cooperative contract OMNIA R221101

Scope Plan - Double Doors

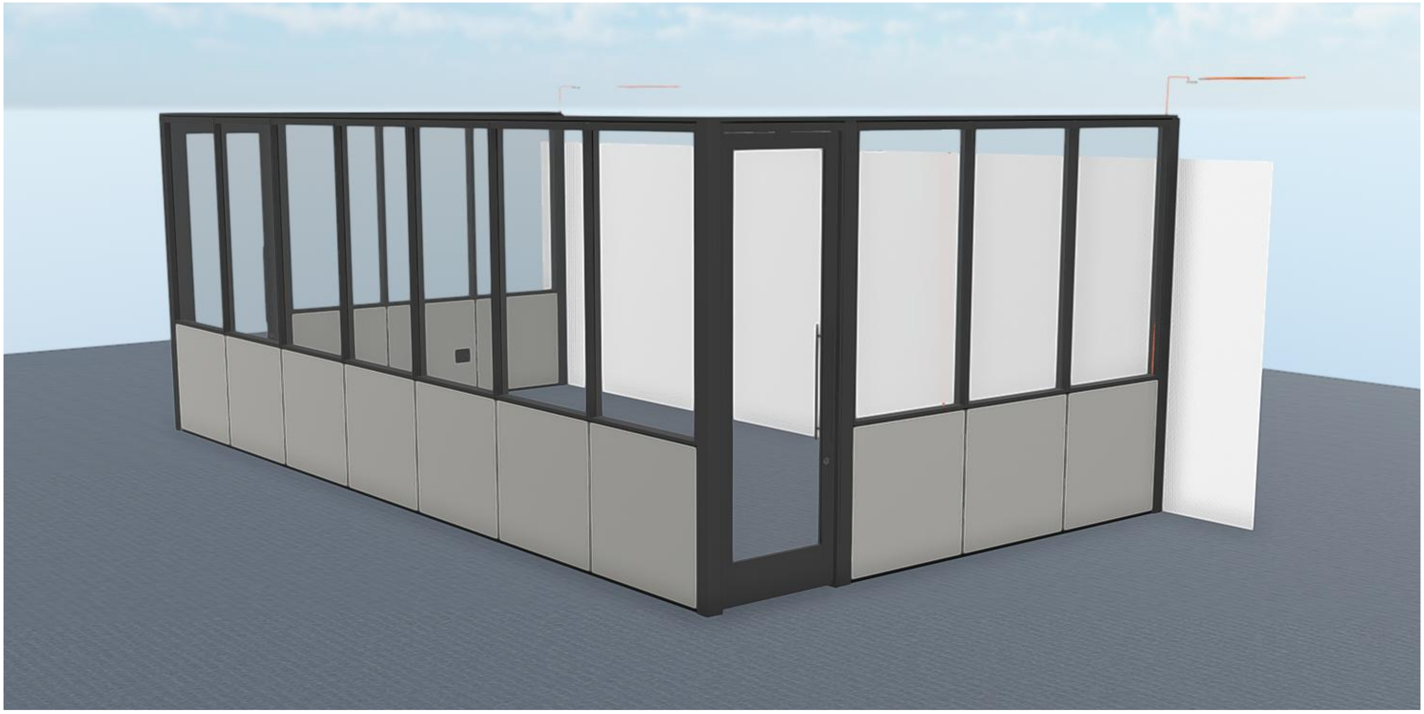
Base – Tile Finish Option DIRTT Chromacoat



Alternate – Tile Finish Option DIRTT Gr3 “Washed Oak” Veneer

Scope Plan - Single Doors

Base – Tile Finish Option DIRTT Chromacoat



Alternate – Tile Finish Option DIRTT Gr3 “Washed Oak” Veneer

Pricing

Double Doors Option

ITEM	PRICE
PRODUCT	$34,584.00
POWER	$3,382.00
FREIGHT	$9,744.00
INSTALLATION - RT*	$6,459.00
SUBTOTAL	$54,169.00
SALES TAX @ 8.25%	$4,468.94
PROJECT TOTAL	$58,637.94
50% DEPOSIT	$29,318.97
OPTIONAL ADD-ON (*tax not included*)	
OT INSTALLATION	$1,848.00
VENEER TILES GR3 "WASHED OAK"	$5,472.00

Pricing per cooperative contract OMNIA R221101
***Pricing assumes regular hours (RT) for delivery and install.**
****RT = 7:30am – 4:40pm, Mon – Fri**

Single Doors Option

ITEM	PRICE
PRODUCT	$35,536.00
POWER	$3,382.00
FREIGHT	$9,744.00
INSTALLATION - RT*	$6,459.00
SUBTOTAL	$55,121.00
SALES TAX @ 8.25%	$4,547.48
PROJECT TOTAL	$59,668.48
50% DEPOSIT	$29,834.24
OPTIONAL ADD-ON (*tax not included*)	
OT INSTALLATION	$1,848.00
VENEER TILES GR3 "WASHED OAK"	$5,411.00

Pricing per cooperative contract OMNIA R221101
***Pricing assumes regular hours (RT) for delivery and install.**
****RT = 7:30am – 4:40pm, Mon – Fri**

Pricing Notes and Terms

- All AGILE INTERIORS proposals are only estimates as it relates to pricing and lead-times based on current market conditions. All information will need to be verified by AGILE INTERIORS before entering into contractual agreement on sales or service.
- Pricing assumes after hours delivery and REGULAR hours installation with access to delivery docks and proper sized freight elevators.
- This is budgetary pricing only and may change after site dimensions are taken or any modifications are made by the client, architect or general contractor.
- A 50% deposit is required to begin manufacturing.
- DIRTT has a 3-4 week lead time from date of Order Entry.
- Tax is based on applicable Harris County sales tax rate of 8.25%
- Labor pricing includes (1) trip for measuring and (1) trip for addressing punch items. If additional site trips are needed (i.e. if the site is not ready, if there are construction delays, etc.), additional labor charges will apply per condition.

CITY COUNCIL AGENDA

7/1/2025

Agenda Item Number: 2.a.

Agenda Item: Consider adopting Ordinance No. 2025-17 Authorizing the Issuance of the City of Huntsville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025, for Stormwater Drainage Projects

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance No. 2025-17 Authorizing the Issuance of the City of Huntsville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025, for Stormwater Drainage Projects; authorizing the Levy of an Ad Valorem Tax and the Pledge of Certain Revenues in Support of the Certificates; approving an Official Statement and a Paying Agent/Registrar Agreement; awarding the Sale of the Certificates; and authorizing other matters related to the Issuance of the Certificates.

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

Discussion: Ordinance 2025-17 authorizes the issuance of the Series 2025 Tax and Revenue Bonds. This Ordinance contains specific terms and/or provisions of these Series 2025 Combination Tax and Revenue Certificates of Obligation Bonds, including the principal amortization, interest rates, any reserve fund requirements, designation of paying agent, federal tax covenants pursuant to Internal Revenue Service requirements for tax-exempt obligations and continuing disclosure covenants pursuant to Securities and Exchange Commission requirements.

Previous Council Action: On April 15, 2025, the council approved Resolution NO. 2025-13 authorizing Preceding with the Issuance of Combination Tax and Revenue Certificates of Obligation.

Financial Implications: Issuing these Series 2025 Tax and Revenue Certificate of Obligation Bonds will provide funds for Stormwater drainage projects totaling approximately $15,000,000 and cover issuance costs and provide for any Reserve Fund requirements for Stormwater drainage projects (if needed). Our preliminary estimates, as of July 24, 2025, with rates of 5%, over the 30-year period, the debt service will be around $950,000.00 annually, and the stormwater drainage fee revenues will cover the debt service, ensuring a stable and sustainable financial plan.

Approvals:
Sam Masiel
Scott Swigert

Leonard Schneider
Kristy Doll

Associated Information:

1. Huntsville CTRCO 2025 Ordinance 06.09.2025
2. 25 Huntsville CO Prelim 6.24.25

ORDINANCE NO. _______

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF HUNTSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

Adopted July 1, 2025

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ORDINANCE NO. ________

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF HUNTSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; AUTHORIZING THE LEVY OF AN AD VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES

THE STATE OF TEXAS '
COUNTY OF WALKER '
CITY OF HUNTSVILLE '

WHEREAS, the City Council of the City of Huntsville, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of $15,060,000 (the "Certificates") and finds that the payment in whole or in part of contractual obligations are incurred or to be incurred for (i) planning, acquisition, design and construction of certain drainage and flood control improvements, including acquisition of land or interests in land; and (ii) paying the legal, fiscal, and engineering fees in connection with such projects; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended ("Chapter 271") and Section 1502.052, Texas Government Code, as amended; and

WHEREAS, on April 15, 2025 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on April 24, 2025 and May 1, 2025 in the *Huntsville Item*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the City also posted the notice of intention to issue the Certificates on its internet website at least 46 days prior to, and continuously until, adoption of this Ordinance in accordance with Chapter 271; and

WHEREAS, the City has not received a petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued.

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Huntsville, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of $15,060,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for: (i) planning, acquisition, design and construction of certain drainage and flood control improvements, including acquisition of land or interests in land; and (ii) paying the legal, fiscal, and engineering fees in connection with such projects.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each Certificate issued pursuant to this Ordinance shall be designated: "CITY OF HUNTSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated July 31, 2025 in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2026		2041	
2027		2041	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	
2039		2054	
2040		2055	

The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute certificates and replacement Certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

YEAR	RATE	YEAR	RATE
2026	%	2041	%
2027		2041	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	
2039		2054	
2040		2055	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept Zions Bancorporation, National Association, DBA Amegy Bank, Houston, Texas, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the

Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the

Registration Books, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificates, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to the Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Representation of the City to DTC.

(h) Initial Certificate. The Certificates herein authorized shall be initially issued as fully registered certificates, being one certificate for each maturity in the denomination of the applicable principal amount and the initial Certificate shall be registered in the name of the purchaser or the designees thereof as set forth in Section 12 hereof. The initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

<u>FORM OF CERTIFICATE</u>

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **COUNTY OF WALKER** **CITY OF HUNTSVILLE, TEXAS**	**PRINCIPAL** **AMOUNT** **$__________**

COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2025

INTEREST RATE	**DATE OF CERTIFICATES**	**MATURITY DATE**	**CUSIP NO.**
%	July 31, 2025		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF HUNTSVILLE, in Walker County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Certificates of July 31, 2025, on February 15, 2026 and semiannually on each August 15 and February 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at Zions Bancorporation, National Association, DBA Amegy Bank, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate at their office in Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated July 31, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of $15,060,000 FOR THE PURPOSE OF: (i) PLANNING, ACQUISITION, DESIGN AND CONSTRUCTION OF CERTAIN DRAINAGE AND FLOOD CONTROL IMPROVEMENTS, INCLUDING ACQUISITION OF LAND OR INTERESTS IN LAND; AND (ii) PAYING THE LEGAL, FISCAL, AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS.

ON AUGUST 15, 2034, or on any date thereafter, the Certificates of this Series maturing on and after August 15, 2035 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities, or sinking fund installments in the case of Term Certificates, to be redeemed shall be selected and designated by the City and if less than all of a maturity, or sinking fund installments in the case of Term Certificates, is to be redeemed, the Paying Agent/Registrar shall determine by lot or other customary random method the Certificates, or a portion thereof, within such maturity, or sinking fund installments in the case of Term Certificates, to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000).

THE CERTIFICATES maturing on February 15 in the years 20__ and 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Certificates Maturing on February 15, 20__*

Redemption Date	**Principal Amount**
February 15, 20__	$
February 15, 20__	$

*Final Maturity

Term Certificates Maturing on February 15, 20__*

Redemption Date	**Principal Amount**
February 15, 20__	$
February 15, 20__	$

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Certificates required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Certificates of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Certificates plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificates shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited, and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law and a subordinate lien limited pledge of the surplus revenues of the City's water and wastewater system, which amount shall not exceed $1,000.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

______________________________	______________________________
City Secretary	Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _______________

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, DBA AMEGY BANK,
Paying Agent/Registrar

By ________________________________
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

____

____
Please insert Social Security or Taxpayer Identification Number of Transferee

____

____
(Please print or typewrite name and address, including zip code, of Transferee)

____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

Signature Guaranteed:

____________________________________	____________________________________
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this ________________________________.

____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED ABOVE,** the City of Huntsville, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Amount	Rate

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of the Certificates at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2026 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original principal amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES AND APPROPRIATION OF AVAILABLE FUNDS REVENUES. (a) The Certificates together with other obligations of the City, are additionally secured by and shall be payable from and secured by a subordinate lien limited pledge of the surplus revenues of the City's water and wastewater system, which amount shall not exceed $1,000, constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor and the Director of Finance of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

(b) There is hereby appropriated from funds of the City lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Certificates prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a

reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity Certificates" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Certificate, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior Certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Certificates, transferred proceeds (if any) and proceeds of the refunded Certificates expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized Certificate counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized Certificate counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized Certificate counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized Certificate counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchasers represented by ____________________(the "Purchaser") at a price of $________ (representing the par amount of the Certificates of $________ plus a [net] reoffering premium of $________, less the underwriter's discount of $________). The Certificates shall initially be registered in the name of Cede & Co. The City finds that the terms of the sale are the most advantageous reasonably available.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the purpose for which the Certificates are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Each of the Mayor, City Manager and Director of Finance are hereby authorized to execute a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in connection with the issuance of the Certificates. The Paying Agent/Registrar Agreement shall be in substantially the form previously approved by the City in connection with the City's outstanding certificates with such changes that the officer executing such agreement may approve with such approval to be conclusively evidenced by execution of the Paying Agent/Registrar Agreement.

The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated August 7, 2025, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2025, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "A" hereto, including financial statements of the City if audited financial statements of the City are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2025. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The City shall file notice to notify the MSRB of any of the following events with respect to the Certificates in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates

7. Modifications to rights of holders of the Certificates, if material;

8. Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holder, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF

ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized Certificate counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 17. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 18. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Certificates.

Section 20. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. ELECTRONIC SIGNATURES. The City's Financial Advisor, Bond Counsel and City Attorney are hereby authorized to use electronic signatures for the Mayor, the City Secretary, the Director of Finance, the City Manager or any other authorized representative of the City in connection with the offering and sale of the Certificates

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 1st day of July, 2025.

THE CITY OF HUNTSVILLE, TEXAS

____

Russell Humphrey, Mayor
City of Huntsville, Texas

ATTEST:

____

Kristy Doll, City Secretary

APPROVED AS TO FORM:

____

Leonard Schneider, City Attorney

EXHIBIT "A"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 – Valuation, Exemptions and General Obligation Debt;
(2) Table 2 – Taxable Assessed Valuations by Category;
(3) Table 3 – Valuation and General Obligation Debt History;
(4) Table 4 – Tax Rate, Levy and Collection History;
(5) Table 5 – Ten Largest Taxpayers;
(6) Table 6 – Tax Adequacy;
(7) Table 8 – General Obligation Debt Service Requirements;
(8) Table 9 – Interest and Sinking Fund Budget Projection;
(9) Table 10 – Computation of Self-Supporting Debt;
(10) Table 11 – Authorized But Unissued General Obligation Bonds;
(11) Table 12 – Other Obligations;
(12) Table 13 – Change in Net Assets;
(13) Table 13A – General Fund Revenues and Expenditure History;
(14) Table 14 – Municipal Sales Tax History; and
(15) Table 15 – Current Investments.
(16) Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Appendix B to the Official Statement.

SOURCES AND USES OF FUNDS

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Dated Date	07/31/2025
Delivery Date	07/31/2025

Sources:	
Bond Proceeds:	
Par Amount	15,000,000.00
Net Premium	228,661.40
	15,228,661.40

Uses:	
Project Fund Deposits:	
Project Fund	15,000,000.00
Delivery Date Expenses:	
Cost of Issuance	153,661.40
Underwriter's Discount	75,000.00
	228,661.40
	15,228,661.40

BOND DEBT SERVICE

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2026	200,000	5.000%	748,606.77	948,606.77
09/30/2027	240,000	5.000%	707,462.50	947,462.50
09/30/2028	250,000	5.000%	695,212.50	945,212.50
09/30/2029	265,000	5.000%	682,337.50	947,337.50
09/30/2030	275,000	5.000%	668,837.50	943,837.50
09/30/2031	290,000	5.000%	654,712.50	944,712.50
09/30/2032	305,000	5.000%	639,837.50	944,837.50
09/30/2033	320,000	5.000%	624,212.50	944,212.50
09/30/2034	335,000	5.000%	607,837.50	942,837.50
09/30/2035	355,000	5.000%	590,587.50	945,587.50
09/30/2036	375,000	5.000%	572,337.50	947,337.50
09/30/2037	390,000	5.000%	553,212.50	943,212.50
09/30/2038	410,000	5.000%	533,212.50	943,212.50
09/30/2039	435,000	5.000%	512,087.50	947,087.50
09/30/2040	455,000	5.000%	489,837.50	944,837.50
09/30/2041	475,000	4.500%	467,775.00	942,775.00
09/30/2042	500,000	4.500%	445,837.50	945,837.50
09/30/2043	520,000	4.500%	422,887.50	942,887.50
09/30/2044	545,000	4.500%	398,925.00	943,925.00
09/30/2045	570,000	4.500%	373,837.50	943,837.50
09/30/2046	600,000	4.750%	346,762.50	946,762.50
09/30/2047	625,000	4.750%	317,668.75	942,668.75
09/30/2048	660,000	4.750%	287,150.00	947,150.00
09/30/2049	690,000	4.750%	255,087.50	945,087.50
09/30/2050	725,000	4.750%	221,481.25	946,481.25
09/30/2051	760,000	4.875%	185,737.50	945,737.50
09/30/2052	795,000	4.875%	147,834.38	942,834.38
09/30/2053	835,000	4.875%	108,103.13	943,103.13
09/30/2054	880,000	4.875%	66,300.00	946,300.00
09/30/2055	920,000	4.875%	22,425.00	942,425.00
	15,000,000		13,348,144.28	28,348,144.28

BOND DEBT SERVICE

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2026	200,000	5.000%	391,875.52	591,875.52	
08/15/2026			356,731.25	356,731.25	
09/30/2026					948,606.77
02/15/2027	240,000	5.000%	356,731.25	596,731.25	
08/15/2027			350,731.25	350,731.25	
09/30/2027					947,462.50
02/15/2028	250,000	5.000%	350,731.25	600,731.25	
08/15/2028			344,481.25	344,481.25	
09/30/2028					945,212.50
02/15/2029	265,000	5.000%	344,481.25	609,481.25	
08/15/2029			337,856.25	337,856.25	
09/30/2029					947,337.50
02/15/2030	275,000	5.000%	337,856.25	612,856.25	
08/15/2030			330,981.25	330,981.25	
09/30/2030					943,837.50
02/15/2031	290,000	5.000%	330,981.25	620,981.25	
08/15/2031			323,731.25	323,731.25	
09/30/2031					944,712.50
02/15/2032	305,000	5.000%	323,731.25	628,731.25	
08/15/2032			316,106.25	316,106.25	
09/30/2032					944,837.50
02/15/2033	320,000	5.000%	316,106.25	636,106.25	
08/15/2033			308,106.25	308,106.25	
09/30/2033					944,212.50
02/15/2034	335,000	5.000%	308,106.25	643,106.25	
08/15/2034			299,731.25	299,731.25	
09/30/2034					942,837.50
02/15/2035	355,000	5.000%	299,731.25	654,731.25	
08/15/2035			290,856.25	290,856.25	
09/30/2035					945,587.50
02/15/2036	375,000	5.000%	290,856.25	665,856.25	
08/15/2036			281,481.25	281,481.25	
09/30/2036					947,337.50
02/15/2037	390,000	5.000%	281,481.25	671,481.25	
08/15/2037			271,731.25	271,731.25	
09/30/2037					943,212.50
02/15/2038	410,000	5.000%	271,731.25	681,731.25	
08/15/2038			261,481.25	261,481.25	
09/30/2038					943,212.50
02/15/2039	435,000	5.000%	261,481.25	696,481.25	
08/15/2039			250,606.25	250,606.25	
09/30/2039					947,087.50
02/15/2040	455,000	5.000%	250,606.25	705,606.25	
08/15/2040			239,231.25	239,231.25	
09/30/2040					944,837.50
02/15/2041	475,000	4.500%	239,231.25	714,231.25	
08/15/2041			228,543.75	228,543.75	
09/30/2041					942,775.00
02/15/2042	500,000	4.500%	228,543.75	728,543.75	
08/15/2042			217,293.75	217,293.75	
09/30/2042					945,837.50
02/15/2043	520,000	4.500%	217,293.75	737,293.75	
08/15/2043			205,593.75	205,593.75	
09/30/2043					942,887.50
02/15/2044	545,000	4.500%	205,593.75	750,593.75	
08/15/2044			193,331.25	193,331.25	
09/30/2044					943,925.00
02/15/2045	570,000	4.500%	193,331.25	763,331.25	
08/15/2045			180,506.25	180,506.25	
09/30/2045					943,837.50
02/15/2046	600,000	4.750%	180,506.25	780,506.25	
08/15/2046			166,256.25	166,256.25	
09/30/2046					946,762.50
02/15/2047	625,000	4.750%	166,256.25	791,256.25	
08/15/2047			151,412.50	151,412.50	
09/30/2047					942,668.75
02/15/2048	660,000	4.750%	151,412.50	811,412.50	
08/15/2048			135,737.50	135,737.50	
09/30/2048					947,150.00
02/15/2049	690,000	4.750%	135,737.50	825,737.50	
08/15/2049			119,350.00	119,350.00	
09/30/2049					945,087.50
02/15/2050	725,000	4.750%	119,350.00	844,350.00	
08/15/2050			102,131.25	102,131.25	
09/30/2050					946,481.25
02/15/2051	760,000	4.875%	102,131.25	862,131.25	
08/15/2051			83,606.25	83,606.25	
09/30/2051					945,737.50
02/15/2052	795,000	4.875%	83,606.25	878,606.25	
08/15/2052			64,228.13	64,228.13	

BOND DEBT SERVICE

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/30/2052					942,834.38
02/15/2053	835,000	4.875%	64,228.13	899,228.13	
08/15/2053			43,875.00	43,875.00	
09/30/2053					943,103.13
02/15/2054	880,000	4.875%	43,875.00	923,875.00	
08/15/2054			22,425.00	22,425.00	
09/30/2054					946,300.00
02/15/2055	920,000	4.875%	22,425.00	942,425.00	
09/30/2055					942,425.00
	15,000,000		13,348,144.28	28,348,144.28	28,348,144.28

BOND PRICING

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	02/15/2026	200,000	5.000%	2.800%	101.167				2,334.00
	02/15/2027	240,000	5.000%	2.830%	103.244				7,785.60
	02/15/2028	250,000	5.000%	2.850%	105.228				13,070.00
	02/15/2029	265,000	5.000%	2.880%	107.083				18,769.95
	02/15/2030	275,000	5.000%	2.970%	108.559				23,537.25
	02/15/2031	290,000	5.000%	3.070%	109.760				28,304.00
	02/15/2032	305,000	5.000%	3.170%	110.729				32,723.45
	02/15/2033	320,000	5.000%	3.280%	111.404				36,492.80
	02/15/2034	335,000	5.000%	3.410%	111.691				39,164.85
	02/15/2035	355,000	5.000%	3.590%	110.289 C	3.709%	02/15/2034	100.000	36,525.95
	02/15/2036	375,000	5.000%	3.730%	109.212 C	3.924%	02/15/2034	100.000	34,545.00
	02/15/2037	390,000	5.000%	3.830%	108.451 C	4.074%	02/15/2034	100.000	32,958.90
	02/15/2038	410,000	5.000%	3.980%	107.321 C	4.241%	02/15/2034	100.000	30,016.10
	02/15/2039	435,000	5.000%	4.080%	106.575 C	4.352%	02/15/2034	100.000	28,601.25
	02/15/2040	455,000	5.000%	4.200%	105.688 C	4.464%	02/15/2034	100.000	25,880.40
		4,900,000							390,709.50
Term Bond:									
	02/15/2041	475,000	4.500%	4.700%	97.459				-12,069.75
	02/15/2042	500,000	4.500%	4.700%	97.459				-12,705.00
	02/15/2043	520,000	4.500%	4.700%	97.459				-13,213.20
	02/15/2044	545,000	4.500%	4.700%	97.459				-13,848.45
	02/15/2045	570,000	4.500%	4.700%	97.459				-14,483.70
		2,610,000							-66,320.10
Term Bond #2:									
	02/15/2046	600,000	4.750%	4.850%	98.572				-8,568.00
	02/15/2047	625,000	4.750%	4.850%	98.572				-8,925.00
	02/15/2048	660,000	4.750%	4.850%	98.572				-9,424.80
	02/15/2049	690,000	4.750%	4.850%	98.572				-9,853.20
	02/15/2050	725,000	4.750%	4.850%	98.572				-10,353.00
		3,300,000							-47,124.00
Term Bond #3:									
	02/15/2051	760,000	4.875%	4.950%	98.840				-8,816.00
	02/15/2052	795,000	4.875%	4.950%	98.840				-9,222.00
	02/15/2053	835,000	4.875%	4.950%	98.840				-9,686.00
	02/15/2054	880,000	4.875%	4.950%	98.840				-10,208.00
	02/15/2055	920,000	4.875%	4.950%	98.840				-10,672.00
		4,190,000							-48,604.00
		15,000,000							228,661.40

Dated Date	07/31/2025	
Delivery Date	07/31/2025	
First Coupon	02/15/2026	
Par Amount	15,000,000.00	
Premium	228,661.40	
Production	15,228,661.40	101.524409%
Underwriter's Discount	-75,000.00	-0.500000%
Purchase Price	15,153,661.40	101.024409%
Accrued Interest		
Net Proceeds	15,153,661.40	

BOND SUMMARY STATISTICS

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Dated Date	07/31/2025
Delivery Date	07/31/2025
First Coupon	02/15/2026
Last Maturity	02/15/2055
Arbitrage Yield	4.656836%
True Interest Cost (TIC)	4.709943%
Net Interest Cost (NIC)	4.742890%
All-In TIC	4.798528%
Average Coupon	4.798125%
Average Life (years)	18.546
Weighted Average Maturity (years)	18.258
Duration of Issue (years)	11.808
Par Amount	15,000,000.00
Bond Proceeds	15,228,661.40
Total Interest	13,348,144.28
Net Interest	13,194,482.88
Bond Years from Dated Date	278,195,000.00
Bond Years from Delivery Date	278,195,000.00
Total Debt Service	28,348,144.28
Maximum Annual Debt Service	948,606.77
Average Annual Debt Service	959,598.68
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	101.024409

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Bond Component	4,900,000.00	107.974	5.000%	8.504	01/31/2034	6.930	2,977.80
Term Bond	2,610,000.00	97.459	4.500%	17.632	03/18/2043	12.255	3,262.50
Term Bond #2	3,300,000.00	98.572	4.750%	22.637	03/20/2048	14.023	4,653.00
Term Bond #3	4,190,000.00	98.840	4.875%	27.638	03/20/2053	15.377	6,410.70
	15,000,000.00			18.546			17,304.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,000,000.00	15,000,000.00	15,000,000.00
+ Accrued Interest			
+ Premium (Discount)	228,661.40	228,661.40	228,661.40
- Underwriter's Discount	-75,000.00	-75,000.00	
- Cost of Issuance Expense		-153,661.40	
- Other Amounts			
Target Value	15,153,661.40	15,000,000.00	15,228,661.40
Target Date	07/31/2025	07/31/2025	07/31/2025
Yield	4.709943%	4.798528%	4.656836%

FORM 8038 STATISTICS

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Dated Date	07/31/2025
Delivery Date	07/31/2025

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	02/15/2026	200,000.00	5.000%	101.167	202,334.00	200,000.00
	02/15/2027	240,000.00	5.000%	103.244	247,785.60	240,000.00
	02/15/2028	250,000.00	5.000%	105.228	263,070.00	250,000.00
	02/15/2029	265,000.00	5.000%	107.083	283,769.95	265,000.00
	02/15/2030	275,000.00	5.000%	108.559	298,537.25	275,000.00
	02/15/2031	290,000.00	5.000%	109.760	318,304.00	290,000.00
	02/15/2032	305,000.00	5.000%	110.729	337,723.45	305,000.00
	02/15/2033	320,000.00	5.000%	111.404	356,492.80	320,000.00
	02/15/2034	335,000.00	5.000%	111.691	374,164.85	335,000.00
	02/15/2035	355,000.00	5.000%	110.289	391,525.95	355,000.00
	02/15/2036	375,000.00	5.000%	109.212	409,545.00	375,000.00
	02/15/2037	390,000.00	5.000%	108.451	422,958.90	390,000.00
	02/15/2038	410,000.00	5.000%	107.321	440,016.10	410,000.00
	02/15/2039	435,000.00	5.000%	106.575	463,601.25	435,000.00
	02/15/2040	455,000.00	5.000%	105.688	480,880.40	455,000.00
Term Bond:						
	02/15/2041	475,000.00	4.500%	97.459	462,930.25	475,000.00
	02/15/2042	500,000.00	4.500%	97.459	487,295.00	500,000.00
	02/15/2043	520,000.00	4.500%	97.459	506,786.80	520,000.00
	02/15/2044	545,000.00	4.500%	97.459	531,151.55	545,000.00
	02/15/2045	570,000.00	4.500%	97.459	555,516.30	570,000.00
Term Bond #2:						
	02/15/2046	600,000.00	4.750%	98.572	591,432.00	600,000.00
	02/15/2047	625,000.00	4.750%	98.572	616,075.00	625,000.00
	02/15/2048	660,000.00	4.750%	98.572	650,575.20	660,000.00
	02/15/2049	690,000.00	4.750%	98.572	680,146.80	690,000.00
	02/15/2050	725,000.00	4.750%	98.572	714,647.00	725,000.00
Term Bond #3:						
	02/15/2051	760,000.00	4.875%	98.840	751,184.00	760,000.00
	02/15/2052	795,000.00	4.875%	98.840	785,778.00	795,000.00
	02/15/2053	835,000.00	4.875%	98.840	825,314.00	835,000.00
	02/15/2054	880,000.00	4.875%	98.840	869,792.00	880,000.00
	02/15/2055	920,000.00	4.875%	98.840	909,328.00	920,000.00
		15,000,000.00			15,228,661.40	15,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	02/15/2055	4.875%	909,328.00	920,000.00		
Entire Issue			15,228,661.40	15,000,000.00	18.2583	4.6568%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	228,661.40
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Date	Debt Service	Present Value to 07/31/2025 @ 4.6568357578%
02/15/2026	591,875.52	577,299.39
08/15/2026	356,731.25	340,028.73
02/15/2027	596,731.25	555,849.20
08/15/2027	350,731.25	319,268.74
02/15/2028	600,731.25	534,399.33
08/15/2028	344,481.25	299,471.16
02/15/2029	609,481.25	517,789.82
08/15/2029	337,856.25	280,497.41
02/15/2030	612,856.25	497,232.22
08/15/2030	330,981.25	262,426.55
02/15/2031	620,981.25	481,156.78
08/15/2031	323,731.25	245,130.01
02/15/2032	628,731.25	465,243.86
08/15/2032	316,106.25	228,587.47
02/15/2033	636,106.25	449,523.86
08/15/2033	308,106.25	212,778.30
02/15/2034	3,063,106.25	2,067,248.23
08/15/2034	239,231.25	157,780.10
02/15/2035	239,231.25	154,189.91
08/15/2035	239,231.25	150,681.42
02/15/2036	239,231.25	147,252.76
08/15/2036	239,231.25	143,902.12
02/15/2037	239,231.25	140,627.72
08/15/2037	239,231.25	137,427.82
02/15/2038	239,231.25	134,300.74
08/15/2038	239,231.25	131,244.81
02/15/2039	239,231.25	128,258.42
08/15/2039	239,231.25	125,339.98
02/15/2040	239,231.25	122,487.95
08/15/2040	239,231.25	119,700.81
02/15/2041	714,231.25	349,238.23
08/15/2041	228,543.75	109,208.40
02/15/2042	728,543.75	340,209.20
08/15/2042	217,293.75	99,161.11
02/15/2043	737,293.75	328,805.03
08/15/2043	205,593.75	89,600.73
02/15/2044	750,593.75	319,676.21
08/15/2044	193,331.25	80,465.77
02/15/2045	763,331.25	310,474.48
08/15/2045	180,506.25	71,747.84
02/15/2046	780,506.25	303,177.33
08/15/2046	166,256.25	63,110.56
02/15/2047	791,256.25	293,524.92
08/15/2047	151,412.50	54,890.01
02/15/2048	811,412.50	287,459.72
08/15/2048	135,737.50	46,993.62
02/15/2049	825,737.50	279,373.23
08/15/2049	119,350.00	39,461.08
02/15/2050	844,350.00	272,817.84
08/15/2050	102,131.25	32,248.73
02/15/2051	862,131.25	266,030.32
08/15/2051	83,606.25	25,211.59
02/15/2052	878,606.25	258,916.37
08/15/2052	64,228.13	18,496.70
02/15/2053	899,228.13	253,071.12
08/15/2053	43,875.00	12,066.84
02/15/2054	923,875.00	248,309.54
08/15/2054	22,425.00	5,890.01
02/15/2055	942,425.00	241,899.22
	27,907,144.28	15,228,661.40

Proceeds Summary

Delivery date	07/31/2025
Par Value	15,000,000.00
Premium (Discount)	228,661.40
Target for yield calculation	15,228,661.40

PROOF OF ARBITRAGE YIELD

City of Huntsville, TX
Combination Tax & Revenue Certificates of Obligation, Series 2025
Assumes Interest Rates as of 6/24/25
Preliminary; For Illustration Purposes Only

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
BOND	02/15/2035	5.000%	3.590%	02/15/2034	100.000	3.5903361%
BOND	02/15/2036	5.000%	3.730%	02/15/2034	100.000	3.7303661%
BOND	02/15/2037	5.000%	3.830%	02/15/2034	100.000	3.8303030%
BOND	02/15/2038	5.000%	3.980%	02/15/2034	100.000	3.9802463%
BOND	02/15/2039	5.000%	4.080%	02/15/2034	100.000	4.0802684%
BOND	02/15/2040	5.000%	4.200%	02/15/2034	100.000	4.2002856%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
BOND	02/15/2035	5.000%	3.590%			3.7094855%	0.1191494%
BOND	02/15/2036	5.000%	3.730%			3.9242778%	0.1939116%
BOND	02/15/2037	5.000%	3.830%			4.0746206%	0.2443176%
BOND	02/15/2038	5.000%	3.980%			4.2410575%	0.2608112%
BOND	02/15/2039	5.000%	4.080%			4.3520645%	0.2717961%
BOND	02/15/2040	5.000%	4.200%			4.4638268%	0.2635413%

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 2.b.

Agenda Item: First Reading - Consider adopting Resolution No. 2025-22 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $3,500,000.00 for the erosion mitigation downstream of the Dawson Lake Dam.

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and adopt Resolution 2025-22 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department, which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $3,500,000.00 with the City's match requirement of (10%) $350,000.00 for the downstream of Dawson Lake area; and to designate the City Manager as the City's Authorized Representative.

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 Texas General Land Office (GLO) Community Development and Revitalization Department oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD). The Disaster Recovery Reallocation Program (DRRP) is designed to utilize de-obligated and unutilized funds to provide the opportunity for communities with outstanding unmet needs to access remaining CDBG-DR funds for recovery from 2008 Hurricanes Ike and Dolly, 2015 and 2016 Floods, 2017 Hurricane Harvey, 2019 South Texas Floods, and 2019 Disasters.

DRRP Calls for Projects was released Oct. 21, 2024 and closed Nov. 21, 2024. The application was submitted on Nov. 20, 2024.

The call for Projects features a two-step application process. The Preliminary Application (Step 1) provides high-level proposed project information to determine eligibility and funding opportunities. Following the successful completion of Step 1, a Detailed Application (Step 2) provides more comprehensive project information. This two-step approach is intended to enhance the quality of project applications and to foster communication between prospective project sponsors and GLO staff. Both steps must be completed in order for a project to be considered for funding under this program call.

The Preliminary Application (Step 1) was submitted before the November 21, 2024 deadline. The project includes erosion mitigation downstream of the Dawson Lake Dam.

The Step 2 Application Invitation (DRRP-190-1198) was received on June 16, 2025. The “Acknowledge and Accept the Invitation” was signed and returned to DRRP on June 17, 2025.

This agenda item and the accompanying Resolution 2025-22 will provide us with an opportunity to apply for and, if awarded, accept Grant funding for erosion mitigation downstream of the Dawson Lake Dam. The estimated cost includes engineering, utility adjustments, construction, environmental investigation, and project closeout at $3,850,000.00.

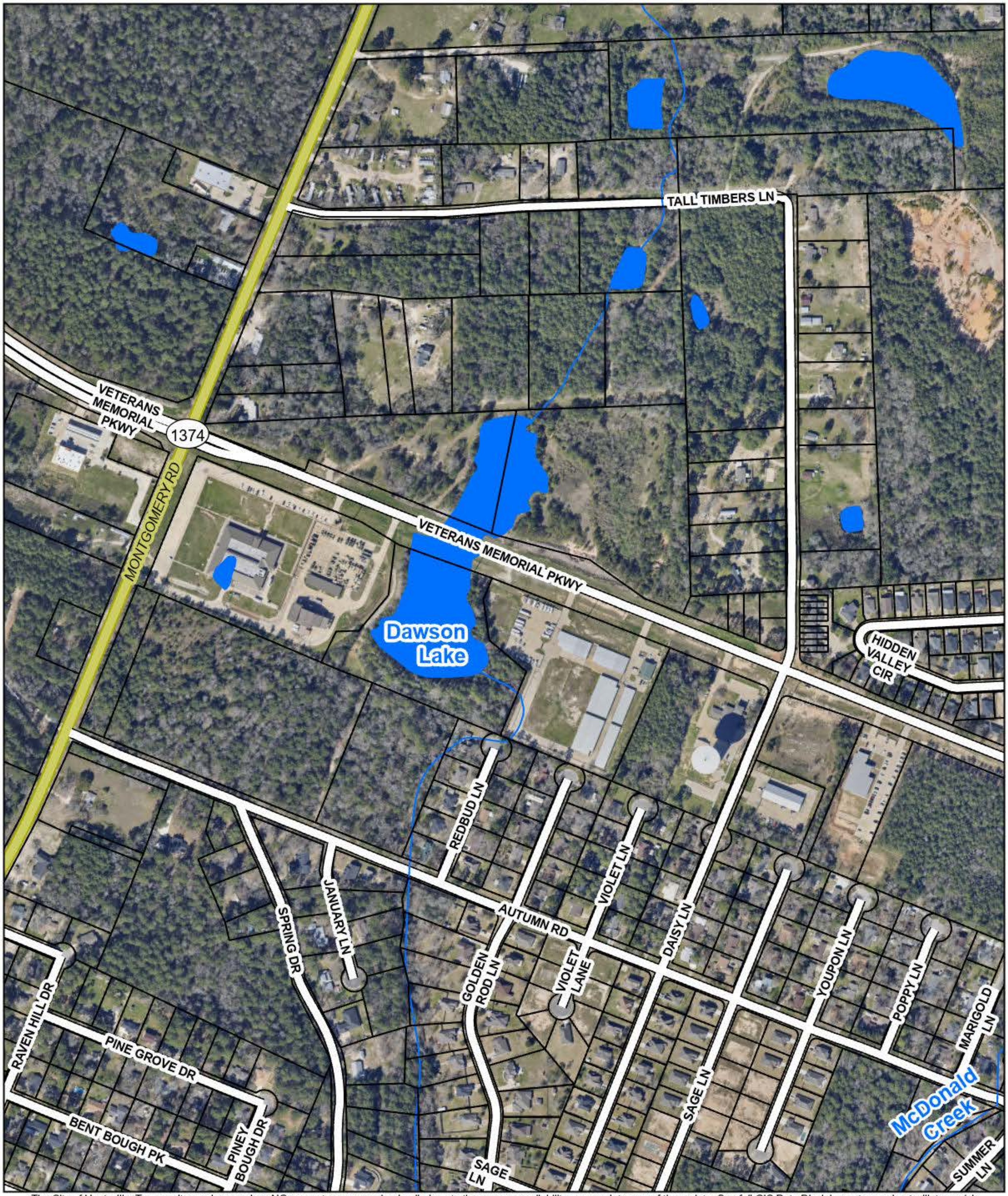
The CDBG-DR Grant amount is $3,500,000, and the City’s share amount (10%) is $350,000 (Drainage Fees in the CIP budget FY 24-25 of $550,000) for a total of $3,850,000 for this project.

Previous Council Action: None

Financial Implications: $350,000.00

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

Associated Information:
1. map Dawson Lake
2. Resolution No 2025--22 Dawson Lake Dam 7 1 2025



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CREATED DATE: 6/23/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

DAWSON LAKE

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

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE TEXAS GENERAL LAND OFFIE (GLO) COMMUNITY DEVELOPMENT AND REVITALIZATION DEPARTMENT WHICH OVERSEES THE ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) FUNDS PROVIDE BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS The City desires to protect life and reduce property damage from future flooding and storm events; and enhance the quality of life for citizens and visitors; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the Disaster Recovery Reallocation Program (DRRP) to address the flooding and erosion downstream of Dawson Lake Dam.

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

SECTION 1: An application is hereby authorized to be filed on behalf of the City and be placed in competition for funding under the DRRP Program to utilize de-obligated and unutilized funds to provide the opportunity to access remaining CDBG-DR funds.

SECTION 2: The application will be for $3,500,000.00 in grant funds.

SECTION 3: The City acknowledges that there is a match requirement of $350,000 (10%) for this program.

SECTION 4: The Mayor and City Council strongly support this application to protect life and property from future storm-related erosion and flooding risk.

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 concerning this application.

PASSED AND APPROVED This 1st day of July 2025.

THE CITY OF HUNTSVILLE

____

Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

____________________________ ____________________________

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 2.c.

Agenda Item: First Reading - Consider adopting Resolution No. 2025-23 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department, which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $5,500,000.00 for the Town Creek Master Drainage Plan and Design of Drainage Projects in the watershed.

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and approve Resolution 2025-23 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department, which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $5,500,000.00 with the City required match of (10%) $550,000.00 for the Town Creek/Lower Town Creek Master Drainage Plan and Design for Drainage Projects in the watershed; and to designate the City Manager as the City's Authorized Representative.

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 Texas General Land Office (GLO) Community Development and Revitalization Department oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD). The Disaster Recovery Reallocation Program (DRRP) is designed to utilize de-obligated and unutilized funds to provide the opportunity for communities with outstanding unmet needs to access remaining CDBG-DR funds for recovery from 2008 Hurricanes Ike and Dolly, 2015 and 2016 Floods, 2017 Hurricane Harvey, 2019 South Texas Floods, and 2019 Disasters.

DRRP Calls for Projects was released Oct. 21, 2024 and closed Nov. 21, 2024. The application was submitted on Nov. 20, 2024.

The call for Projects features a two-step application process. The Preliminary Application (Step 1) provides high-level proposed project information to determine eligibility and funding opportunities. Following the successful completion of Step 1, a Detailed Application (Step 2) provides more comprehensive project information. This two-step approach is intended to enhance the quality of project applications and to foster communication between prospective project sponsors and GLO staff.

Both steps must be completed in order for a project to be considered for funding under this program call.

The Preliminary Application (Step 1) was submitted before the November 21, 2024 deadline.

The Step 2 Application Invitation (DRRP-190-1199) was received on June 16, 2025. The "Acknowledge and Accept the Invitation" was signed and returned to DRRP on June 17, 2025.

This agenda item and the accompanying Resolution 2025-23 will provide us with an opportunity to apply for and, if awarded, accept Grant funding for the Town Creek/Lower Tom Creek Master Drainage Plan and Design for Drainage Projects in the watershed. The project should include, but not be limited to, the Master Drainage Plan, drainage projects design to provide erosion mitigation, flood mitigation, and beautify the creek that runs through the city.

The estimated project cost, which includes master drainage plan, engineering design, utility relocations, environmental investigation, and project closeout, is $6,050,000.00.

The CDBG-DR Grant amount is $5,500,000, and the City's share amount (10%) will be $550,000 for a total of $6,050,000 for this project.

Previous Council Action: None

Financial Implications: In the amount of $550,000.00

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

Associated Information:
1. Resolution No 2025--23 Town Creek MLK 7 1 2025
2. Area Map

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE TEXAS GENERAL LAND OFFIE (GLO) COMMUNITY DEVELOPMENT AND REVITALIZATION DEPARTMENT WHICH OVERSEES THE ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) FUNDS PROVIDE BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS The City desires to protect life and reduce property damage from future flooding and storm events; and enhance the quality of life for citizens, businesses, and visitors; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the Disaster Recovery Reallocation Program (DRRP) to address the flooding and erosion along Town Creek/Lower Town Creek.

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

SECTION 1: An application is hereby authorized to be filed on behalf of the City and be placed in competition for funding under the DRRP Program to utilize de-obligated and unutilized funds to provide the opportunity to access remaining CDBG-DR funds.

SECTION 2: The application will be for $5,500,000.00 in grant funds.

SECTION 3: The City acknowledges that this program requires a $550,000 (10%) match.

SECTION 4: The Mayor and City Council strongly support this application to ensure the safety of all citizens and enhance the quality of life for citizens, businesses, and visitors.

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 concerning this application.

SECTION 6: All funds will be used in accordance with all applicable federal, state, local and programmatic requirements including, but not limited to, procurement, environmental review, labor standards, and civil rights requirements.

PASSED AND APPROVED This 1st day of July 2025.

THE CITY OF HUNTSVILLE

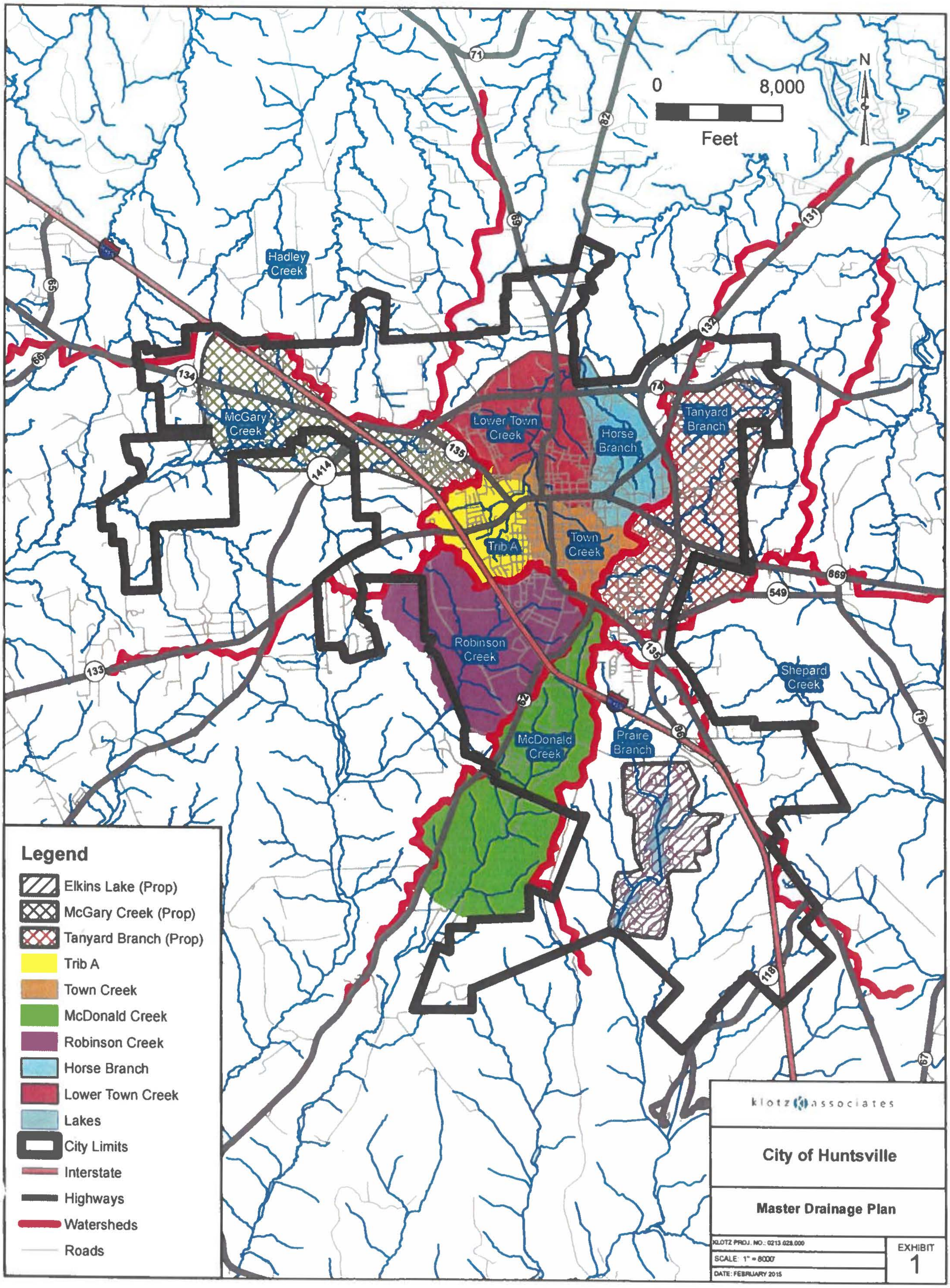
____
Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

____
Kristy Doll, City Secretary

____
Leonard Schneider, City Attorney



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Hadley Creek
McGary Creek
Lower Town Creek
Horse Branch
Tanyard Branch
Trib A
Town Creek
Robinson Creek
McDonald Creek
Praire Branch
Shepard Creek
Legend
Elkins Lake (Prop)
McGary Creek (Prop)
Tanyard Branch (Prop)
Trib A
Town Creek
McDonald Creek
Robinson Creek
Horse Branch
Lower Town Creek
Lakes
City Limits
Interstate
Highways
Watersheds
Roads
klotz associates
City of Huntsville
Master Drainage Plan
KLOTZ PROJ. NO.: 0213.028.000
SCALE: 1" = 8000'
DATE: FEBRUARY 2015
EXHIBIT
1

CITY COUNCIL AGENDA

7/1/2025

Agenda Item Number: 2.d.

Agenda Item: First Reading - Consider adopting Resolution No. 2025-24 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department, which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $4,500,000.00 with the City's 10% match amount of $450,000.00 for the MLK Street Improvements.

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and adopt Resolution 2025-24 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office (GLO) Community Development and Revitalization Department which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD) in the amount of $4,500,000.00 with the City's 10% match amount of $450,000.00 for a total of $4,950,000.00 for the MLK Street Improvements; and to designate the City Manager as the City's Authorized Representative.

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 Texas General Land Office (GLO) Community Development and Revitalization Department which oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the US Department of Housing and Urban Development (HUD). The Disaster Recovery Reallocation Program (DRRP) is designed to utilize de-obligated and unutilized funds to provide the opportunity for communities with outstanding unmet needs to access remaining CDBG-DR funds for recovery from 2008 Hurricanes Ike and Dolly, 2015 and 2016 Floods, 2017 Hurricane Harvey, 2019 South Texas Floods, and 2019 Disasters.

DRRP Calls for Projects was released Oct. 21, 2024 and closed Nov. 21, 2024. The application was submitted on Nov. 20, 2024.

The call for Projects features a two-step application process. The Preliminary Application (Step 1) provides high-level proposed project information to determine eligibility and funding opportunities. Following the successful completion of Step 1, a Detailed Application (Step 2) provides more comprehensive project information. This two-step approach is intended to enhance the quality of project applications and to foster communication between prospective project sponsors and GLO staff. Both steps must be completed in order for a project to be considered for funding under this program call.

The Preliminary Application (Step 1) was submitted before the November 21, 2024 deadline.

The Step 2 Application Invitation (DRRP-190-1199) was received on June 16, 2025. The “Acknowledge and Accept the Invitation” was signed and returned to DRRP on June 17, 2025.

This agenda item and the accompanying Resolution 2025-24 will provide us with an opportunity to apply for and, if awarded, accept Grant funding for improving the Martin Luther King Jr. Drive. This project will include bicycle infrastructure improvements, shared-use paths, sidewalk improvements, and infrastructure-related tasks to improve safety for non-motorized transportation. The project will be from Huntsville Elementary School to 9th Street along Martin Luther King Jr. Drive and on 9th Street from Martin Luther King Jr. Drive to Avenue I.

The estimated street improvement cost, which includes engineering, utility and driveway adjustments, construction, environmental investigation, and project closeout, is $4,950,000.00.

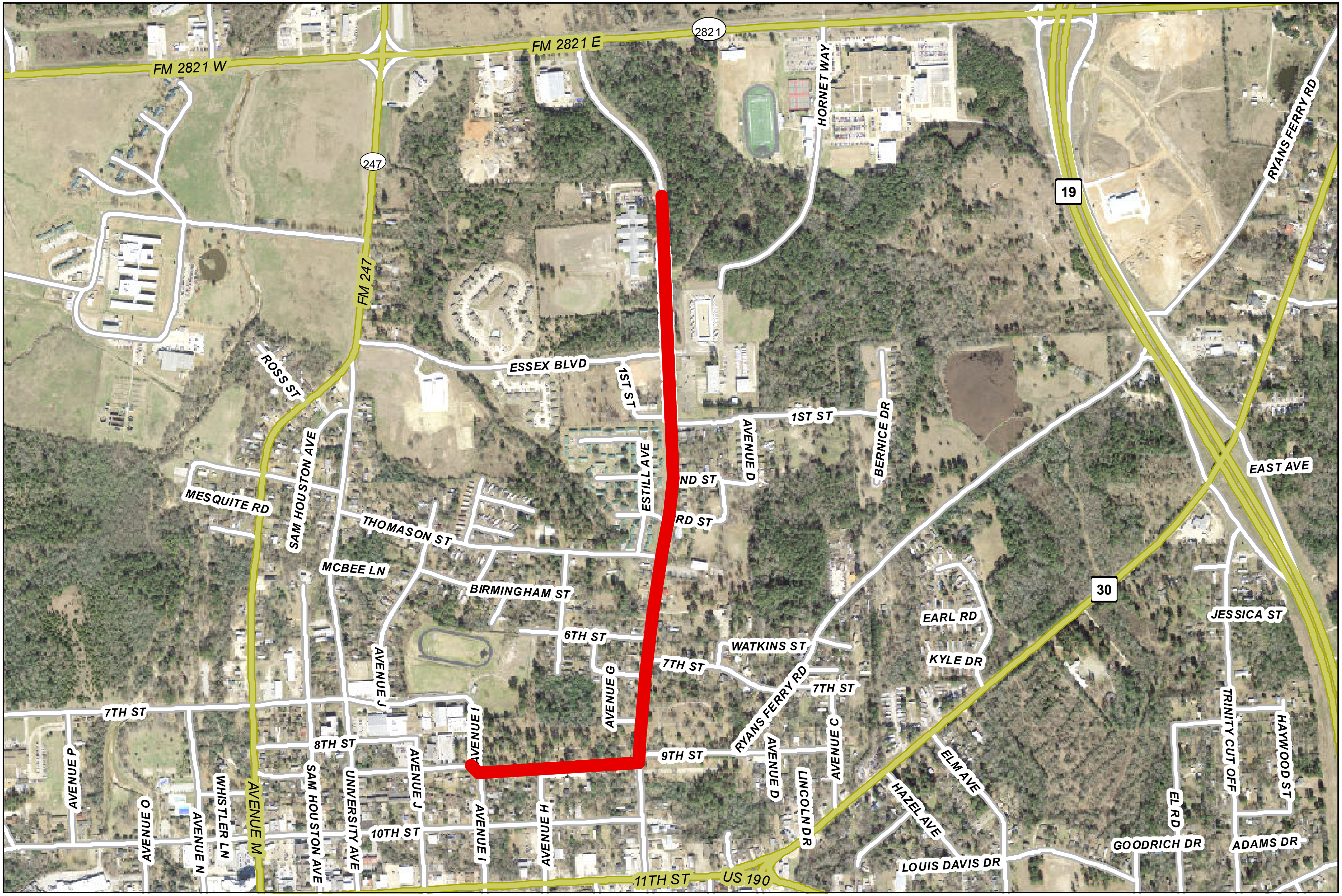
The CDBG-DR Grant amount is $4,500,000, and the City’s share amount (10%) will be $450,000 for a total of $4,950,000 for this project.

Previous Council Action: None

Financial Implications: In the amount of $450,000.00.

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

Associated Information:
1. Map MLK and 9th St Sidewalks
2. Resolution No 2025--24 MLK 7 1 2025



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1 in = 1,000 ft

On 8.5 x 11 inch Print

0 262.5 525 1,050 FEET

On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

City of Huntsville

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

Alternative Transportation Improvements Project #21-10-10

MLK Jr Dr (9th St to Huntsville Elementary School)
9th St (MLK to Ave I)

CREATED DATE: 3/31/2023

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis

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

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE TEXAS GENERAL LAND OFFIE (GLO) COMMUNITY DEVELOPMENT AND REVITALIZATION DEPARTMENT WHICH OVERSEES THE ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) FUNDS PROVIDE BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS The City desires to ensure the safety of all citizens and enhance the quality of life for citizens, businesses and visitors; the City desires to improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the Disaster Recovery Reallocation Program (DRRP) to address the mobility needs for non-motorized travelers.

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

SECTION 1: An application is hereby authorized to be filed on behalf of the City and be placed in competition for funding under the DRRP Program to utilize de-obligated and unutilized funds to provide the opportunity to access remaining CDBG-DR funds.

SECTION 2: The application will be for $4,500,000.00 in grant funds.

SECTION 3: The City acknowledges that this program requires a $450,000 (10%) match.

SECTION 4: The Mayor and City Council strongly support this application to ensure the safety of all citizens and enhance the quality of life for citizens, businesses, and visitors.

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 concerning this application.

SECTION 6: All funds will be used in accordance with all applicable federal, state, local and programmatic requirements including, but not limited to, procurement, environmental review, labor standards, and civil rights requirements.

PASSED AND APPROVED This 1st day of July 2025.

THE CITY OF HUNTSVILLE

____

Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

____

Kristy Doll, City Secretary

____

Leonard Schneider, City Attorney

CITY COUNCIL AGENDA

7/1/2025

Agenda Item Number: 2.e.

Agenda Item: Consider adopting Resolution No. 2025-25 authorizing the City Manager to apply for and accept, if awarded, funding under the 2025 Transportation Alternatives Set-Aside (TA) Program, Texas Department of Transportation, in the amount of $4,594,000.00 for the Sycamore Avenue Project.

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to adopt Resolution No. 2025-25 authorizing the City Manager to apply for and accept, if awarded, funding under the 2025 Transportation Alternatives Set-Aside (TA) Program, Texas Department of Transportation in the amount of $4,594,000.00 for the Sycamore Avenue Sidewalk Improvements Project; and to designate the City Manager as the City's Authorized Representative.

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:
On January 3, 2025, the Texas Department of Transportation (TxDOT or the department) announced a statewide Call for Projects for the Transportation Alternatives Set-Aside (TA) Program for bicyclist and pedestrian infrastructure and planning. The TA program provides funding to plan for and construct a variety of alternative transportation projects that improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport.

The Texas Department of Transportation will select projects for recommendation to the Texas Transportation Commission for a total of approximately $250 million. The Call for Projects features a two-step application process. The Preliminary Application (Step 1) provides high-level proposed project information to determine eligibility and funding opportunities. Following the successful completion of Step 1, a Detailed Application (Step 2) provides more comprehensive project information. This two-step approach is intended to enhance the quality of project applications and to foster communication between prospective project sponsors and TxDOT District staff. Both steps must be completed in order for a project to be considered for funding under this program call.

The Preliminary Application (Step 1) was submitted prior to the deadline of February 21, 2025. The project would include Bicycle lanes, Sidewalk Improvements, Shared-Use paths, and Street Widening/Left/Right Turn Lanes.

The Step 2 Application Invitation was received on April 17, 2025. After multiple meetings with the TxDOT TA Program Manager, and since this grant will not support the Street Widening/Left/Right Turn Lanes, it was decided to delete the widening/left/right turn lanes from the original scope. The application will concentrate on the shared use paths, sidewalk improvements, pavement markings, curb and gutter installation, traffic control enhancements, and utility relocation.

This agenda item and the accompanying Resolution 2025-25 will provide revisions to, the Resolution 2025-9, the scope of work and the project cost. The estimated cost includes engineering, utility adjustments, construction, environmental investigation, and project closeout at $4,594,000.00.

The Transportation Development Credits map indicates that this proposed project qualifies for the use of the Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match.

Previous Council Action: 3/18/2025 Request TxDot TA Grant for Street Widening

Financial Implications: $0.00

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

Associated Information:
1. Resolution No 2025--25 Sycamore 7 1 2025
2. Map 6 20 2025

RESOLUTION NO. 2025-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) PROGRAM (SYCAMORE AVENUE WIDENING PROJECT); 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 2025 GRANT PROGRAM.

WHEREAS The City desires to ensure the safety of all citizens and enhance the quality of life for citizens, businesses, and visitors; the City desires to improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the 2025 Transportation Alternatives Set-Aside (TA) Grant, Texas Department of Transportation.

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

SECTION 1: An application is hereby authorized to be filed on behalf of the City and be placed in competition for funding under the 2025 Transportation Alternatives Set-Aside (TA) Program.

SECTION 2: The application will be for $4,594,000.00, of which $4,594,000.00 will be in grant funds.

SECTION 3: The Mayor and City Council strongly support this application to ensure the safety of all citizens and enhance the quality of life for citizens, businesses, and visitors.

SECTION 3: The City acknowledges that there is no match requirement for this program.

SECTION 4: The City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters concerning this application and the City's participation in the 2025 Transportation Alternatives Set-Aside (TA) Program, Texas Department of Transportation.

SECTION 5: All funds will be used per all applicable federal, state, local, and programmatic requirements, including, but not limited to, procurement, environmental review, labor standards, and civil rights requirements.

PASSED AND APPROVED This 1st day of July 2025.

THE CITY OF HUNTSVILLE

____

Russell Humphrey, Mayor

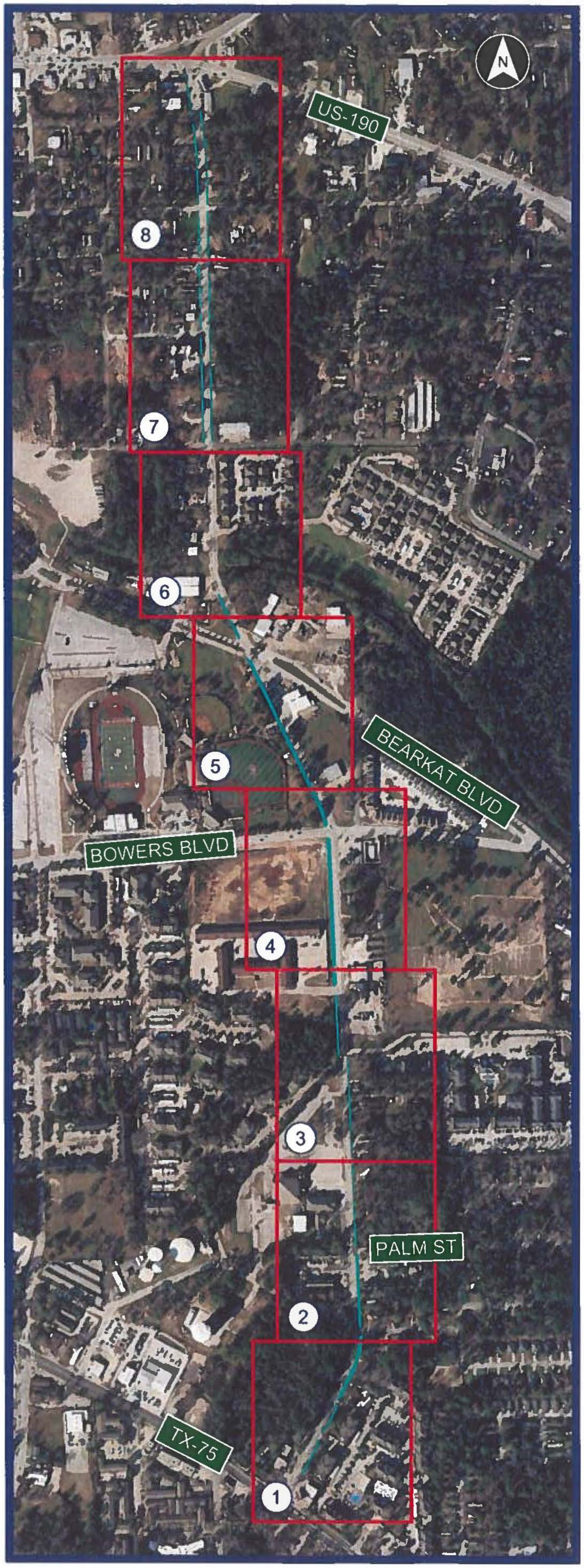
ATTEST

APPROVED AS TO FORM:

___________________________ ___________________________

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



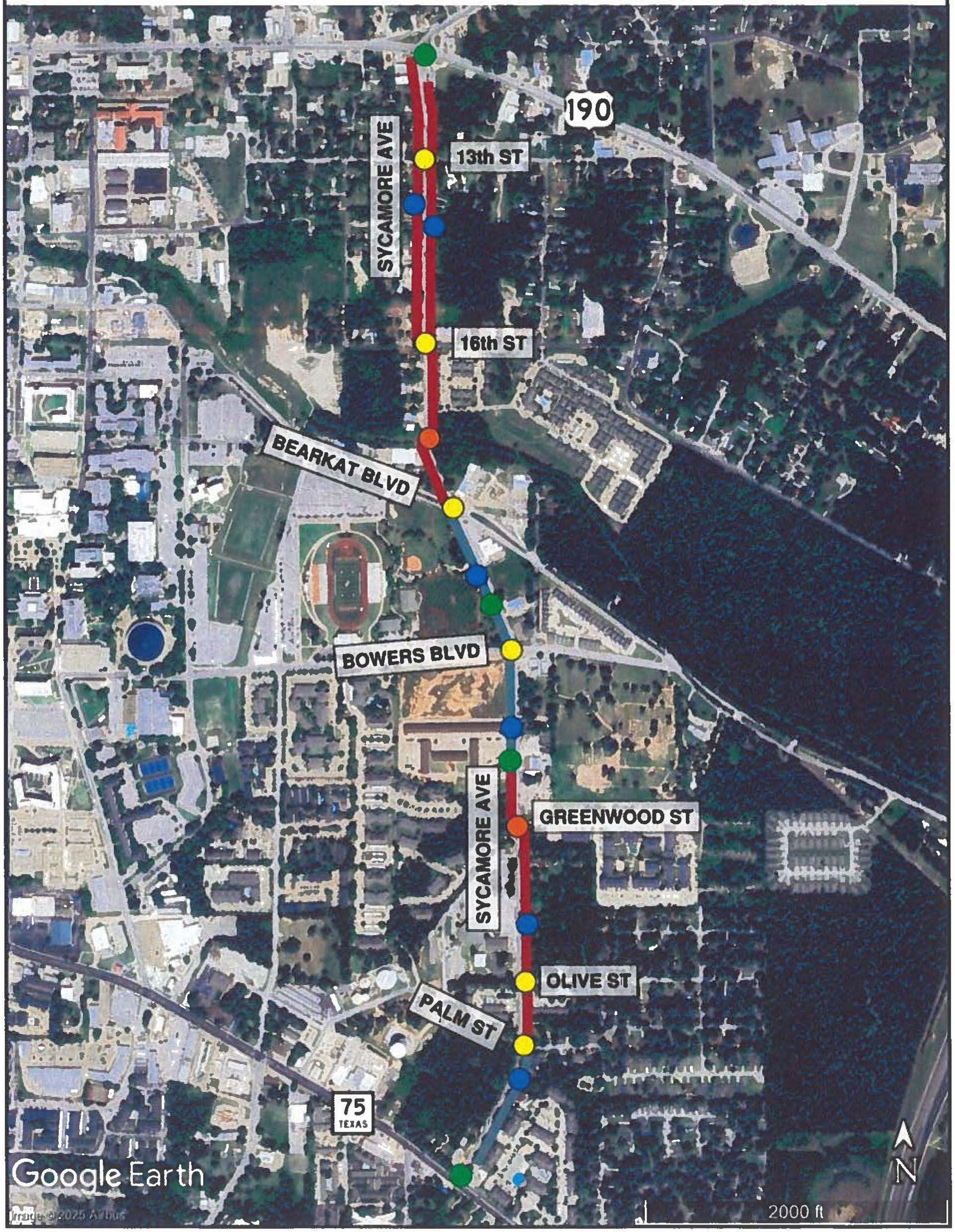
Project Details:
Project Overview

Sycamore Ave Sidewalk

- 6,320 LF of 5' Sidewalk
- 2,530 LF of 10' Sidewalk
- 17 Curb Ramps
- 10,550 SF of Retaining Wall
- 635 SY Driveway Replacement
- 10 Intersection Improvements with new crosswalks

City of Huntsville

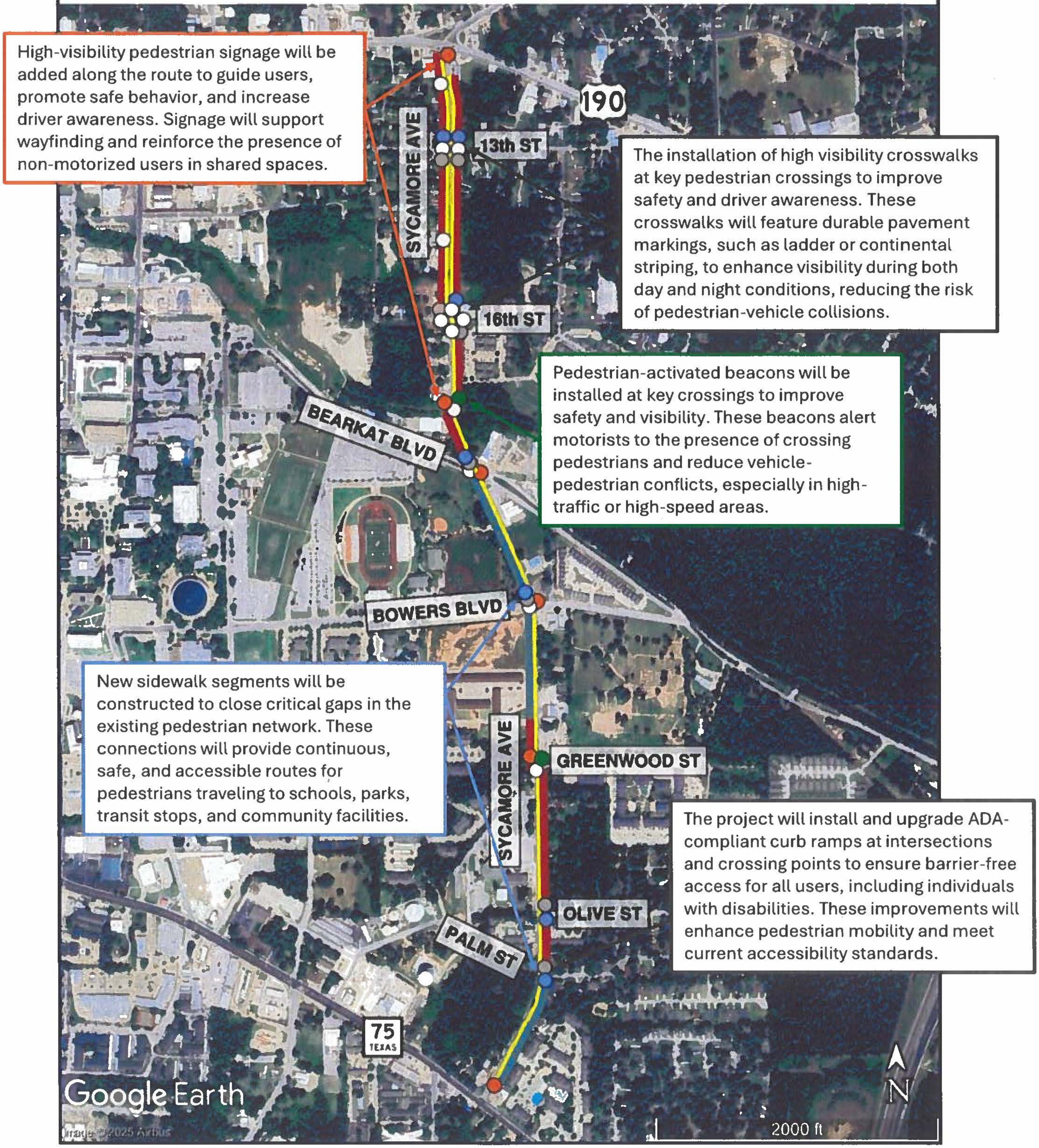
MAP 1B – SAFETY MAP   SAFETY HAZARDS



LEGEND

- Hazardous Intersection/Conflict Point
- Uncontrolled Intersection/Crossing
- Lack of Bike/Ped Infrastructure
- High Motor Vehicle Traffic Volume
- 5' Wide Sidewalk
- 10' Wide Pedestrian Path

MAP 1 – SAFETY   SAFETY COUNTERMEASURES



LEGEND

C - Safety Hazards and Countermeasures

- Curb Ramps
- Connecting Sidewalk
- Pedestrian Beacons
- Signage
- 5' Wide Sidewalk
- 10' Wide Pedestrian Path
- Curb and Gutter Installation
- High Visibility Thermoplastic Crosswalks

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 2.f.

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: 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.

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.

On June 17, 2025, the City Council heard information from city staff, and Ms. Murray requested that the interest on the lien be waived. The council concluded that more information was needed to consider the request and a motion was made to table this item until the next council meeting.

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. Timeline of Events
2. 122 Johnson Rd - Lien Reduction Email
3. Demolition Lein 599-665 OR
4. AFFIDT HEIRSHIP 1994
5. AFFIDT HEIRSHIP 2013

Timeline of Events – 122 Johnson Road

- **December 1, 1994** – *Affidavit of Heirship* filed in County Records, indicating a transfer of interest in the property from Augusta Bibbs to Cynthia K. Wilson (Cynthia Wilson Murray)
- **March 19, 2001** – City permit issued to Cynthia Wilson (Cynthia Wilson Murray) for **demolition** and removal of all rubbish and debris. Permit notes indicate that the **Board of Adjustments and Appeals** extended the demolition completion deadline from **April 19, 2001**, to **July 1, 2001**.
- **On or about September 2003** – The City caused demolition to take place on the property to abate a dilapidated structure and/or remove debris and rubbish.
- **October 29, 2003** – The **City filed a lien** for demolition services performed on the property.
- **November 22, 2006** – City permit issued to Cynthia Wilson (Cynthia Wilson Murray) for the **placement of a mobile home** on the property.
- **January 10, 2013** – *Affidavit of Heirship* filed in County Records, reaffirming heirship and interest in the property.
- **March 15, 2013** – City permit issued to Cynthia Wilson (Cynthia Wilson Murray) for the **placement of a manufactured home** on the property.

A permit for demolition was issued to Ms. Cynthia Wilson (Cynthia Willson Murray) on March 19, 2001, and apparently was not completed. The lien in question is the result of the City's demolition of a structure, including removal of all debris, which suggests the property was in violation of health or safety codes at that time, justifying the City's actions and associated costs.

Subsequent events indicate continued use and redevelopment of the property:

- A **mobile home** was placed on the property in **2006**, and later, a **manufactured home** in **2013**, each with City-issued permits.
- Two **Affidavits of Heirship**, recorded in **1994** and **2013**, show a continued chain of ownership or interest in the property, one of which was before the demolition.

These facts demonstrate that Ms. Cynthia Wison Murray was aware of and actively managing the property for years after the lien was incurred. The improvements made to the property further suggest the lien did not render the land unusable or inaccessible.

Jessie Mathis <jmathis@huntsvilletx.gov>

Lien Reduction or Relief 122 Johnson Road

Cyndi Wilson <cyndi.newday@ymail.com> Mon, Apr 21, 2025 at 11:02 AM
Reply-To: Cyndi Wilson <cyndi.newday@ymail.com>
To: Jessie Mathis <jmathis@huntsvilletx.gov>
Cc: Cyndi Wilson <cyndi.newday@ymail.com>

I am sending this email in hopes to settle the demotion 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 debri from our property.

Since the demolition was placed on said property, we did not received 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

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 539 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

STEPHANIE A. BRIM
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
01-04-2006

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

STEPHANIE A. BRIM
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
01-04-2006

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

FILED FOR RECORD
COUNTY CLERK
WALKER COUNTY

'03 DEC 1 PM 1 16

JAMES D. PATTON
DEPUTY

VOL 599 PAGE 666

☒ Official Public Records ☐ Discharge Records

AFFIDAVIT OF HEIRSHIP 05239 003

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned, a notary public in and for Walker County, Texas, on this day personally appeared **CYNTHIA K. WILSON** to me well known, who being first duly sworn according to law, on oath swears that the following statements are true:

"1. I am personally acquainted with the family history and facts of heirship under **AUGUSTA BIBBS**, deceased, having been personally acquainted with or related to the decedent, who was my father.

2. Decedent was married in 1954 to Bessie M. Bibbs who is now residing in Nueces County, Texas, and was never married to any other person, and was divorced in 1978.

3. Decedent died about January, 1990, without leaving a will. No administration was had on the estate of decedent, nor was any necessary there being no debts or other obligations other than those discharged by the survivors or heirs.

4. Decedent has no children other than the following, who at the present time, together with Bessie M. Bibbs decedent's, constituted the sole heirs at law.

NAME	AGE	ADDRESS	MARITAL STATUS
Cynthia Kay Bibbs Wilson	39	P. O. Box 604 Huntsville, Tx.	Separated

5. Decedent at the date of death left no other surviving children than those above named, nor any descendants of deceased children except as follows: none

6. Decedent never adopted any children or cared for any children in the home other than the natural children named above."

EXECUTED this 1st day of December, A.D., 1994.

Cynthia K. Wilson
CYNTHIA K. WILSON

THE STATE OF TEXAS,
COUNTY OF WALKER.

This instrument was acknowledged before me on the 1st day of December, A.D., 1994, by **CYNTHIA K. WILSON**.

DIANNE FULLER
Notary Public, State of Texas
My Comm. Expires Mar. 18, 1997

Dianne Fuller
Notary Public, State of Texas

VOL 0239 PAGE 001

FILED FOR RECORD
JAMES D. PATTON
COUNTY CLERK

-1 A10:27

Rebecca Greer

THE 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 hereon by me.

JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

Return to City

06852

VOL 0239 PAGE 002

AFFIDAVIT OF HEIRSHIP

THE STATE OF TEXAS §
§
COUNTY OF WALKER §

	Bk	Vol	Pg
00000325	OR	1056	526

DATE: January 10, 2013

DECEASED: AUGUSTA BIBBS

AFFIANT: CYNTHIA KAY BIBBS WILSON

Affiant on oath swears that the following statements are true:
Affiant makes this affidavit in heirship connection with the death and heirship of Deceased.

1. My name is CYNTHIA K. BIBBS WILSON. I am a resident of Walker County, Texas. My mailing address is PO Box 6679, Huntsville, Texas 77342. I am personally acquainted with or related to the decedent, who was my father, AUGUSTA BIBBS, Deceased (January 24, 1990) and died without leaving a will.

2. AUGUSTA BIBBS was married only once, on January 10, 1955, and said marriage was to BESSIE L. MERCHANT, Deceased (April 9, 2005), which marriage was terminated by divorce. The divorce was finalized on January 31, 1974, and was never married to any other person.

3. There was only one child born to this marriage. On August 8, 1955, Cynthia Kay Bibbs was born, in Corpus Christi, Texas, Nueces County. Decedent never adopted any children or cared for any children in the home other than the natural child named above.

4. AUGUSTA BIBBS died intestate on January 24, 1990. AUGUSTA BIBBS'S age at the time of death was about 56 years old.

5. The gross value of Deceased's estate, as defined for federal estate tax purposes to include all real estate, stocks, bonds, mortgages, notes, cash, life insurance on Deceased's life, jointly owned property, transfers during Deceased's life, powers of appointment, annuities, cash surrender value on life insurance owned by Deceased, and other tangible and intangible assets, does not exceed the amount that is required for any federal estate tax return or state inheritance tax return, and no federal estate taxes or state inheritance taxes are due on Deceased's estate.

6. To Affiant's best knowledge, information, and belief, there are no debts of the estate not secured by real estate; there has been no probate of Deceased's estate. The estate requires no administration. Affiant does not intend to seek any administration of the estate and knows of no administration proceedings contemplated by others.

7. Gift Deed to Augusta Bibbs, (deceased January 24, 1990) from Maurine K. Franklin, Willie K. Fuller, Horace L. Kelley, Earme K. Ferguson, Jessie K. Porter and Constance K. Ashley (all deceased) and real estate is described as follows: 0.50 acre of land in the H.L. Hunter Survey, A-248, in Walker County, Texas, and being the same tract of land conveyed to Lillian Wheaton by Jeff Wheaton, Jr., by Deed dated July 12, 1961, recorded in Volume 171, Page 220, Deed Records of Walker County, Texas, described by metes and bounds as follows the one-half acre of land herein conveyed being out of and a part of the Fifth Tract from C.E. Bobbitt and wife, to L. F. Mize dated June 20th, 1936, and recorded in Volume 83, Page 322 of the Deed Records of Walker County. Thence East with the north boundary line of said Fifth Tract, 260 feet to an iron stake for corner; Thence South 210 feet to an iron stake for corner; said iron stake being the beginning point for the one-half acre of land herein described and conveyed; Thence East 210 feet to iron stake for corner; Thence South 105 feet to an iron stake for corner; Thence West 210 feet to an iron stake for corner; and Thence North 105 feet to the place of beginning, containing one-half acre of land. Hence property is now addressed as 122 Johnson Road, Huntsville, Texas 77320.

8. Further Affiant sayeth not.

CYNTHIA KAY BIBBS WILSON

SWORN TO AND SUBSCRIBED TO before me by the said CYNTHIA KAY BIBBS WILSON on the 11th day of JANUARY, 2013.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF WALKER §

CASSANDRA J. JAMES
MY COMMISSION EXPIRES
April 2, 2016

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared CYNTHIA KAY BIBBS WILSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of JANUARY, 2013

NOTARY PUBLIC, STATE OF TEXAS

CASSANDRA J. JAMES
MY COMMISSION EXPIRES
April 2, 2016

AFFIDAVIT OF HEIRSHIP

THE STATE OF TEXAS §

COUNTY OF WALKER §

Bk	Vol	Pg
00000325 OR	1056	528

BEFORE ME, the undersigned authority, on this date personally appeared who after being first duly sworn, on oath deposes and says:

1. My name is FREDDIE MAE GORDON, my mailing address is 716 Old Colony RD, Huntsville, Texas 77320.

2. I was personally acquainted with AUGUSTA BIBBS, who is now deceased, for a period of over 30 years, and to my best personal knowledge and belief, state that the facts given in the foregoing affidavit of AUGUSTA BIBBS, which I have carefully read and examined, are true and correct. I am not related to AUGUSTA BIBBS, and have no interest in his estate.

3. Further Affiant sayeth not.

Freddie M Gordon
FREDDIE MAE GORDON

SWORN TO AND SUBSCRIBED to before me by the said Freddie M. Gordon this 11th day of January, 2013.

Cassandra James
NOTARY PUBLIC, STATE OF ________

CASSANDRA J. JAMES
MY COMMISSION EXPIRES
April 2, 2016

THE STATE OF TEXAS §
COUNTY OF Walker §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared FREDDIE MAE GORDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that the same was executed for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of January, 2013.

Cassandra James
NORTARY PUBLIC, STATE OF TEXAS

CASSANDRA J. JAMES
MY COMMISSION EXPIRES
April 2, 2016

AFFIDAVIT OF HEIRSHIP

THE STATE OF TEXAS §

COUNTY OF WALKER §

Bk Vol Pg
00000325 OR 1056 529

BEFORE ME, the undersigned authority, on this date personally appeared who after being first duly sworn, on oath deposes and says:

1. My name is SHERON SMITH, my mailing address is P. O. Box 604, Huntsville, Texas 77342.

2. I was personally acquainted with AUGUSTA BIBBS, who is now deceased, for a period of over 15 years, and to my best personal knowledge and belief, state that the facts given in the foregoing affidavit of AUGUSTA BIBBS, which I have carefully read and examined, are true and correct. I am not related to AUGUSTA BIBBS, and have no interest in his estate.

3. Further Affiant sayeth not.

Sheron Smith
SHERON SMITH

SWORN TO AND SUBSCRIBED to before me by the said Sheron Smith, this 11th day of January, 2013.

Cassandra James
NOTARY PUBLIC, STATE OF

CASSANDRA J. JAMES
MY COMMISSION EXPIRES
April 2, 2016

THE STATE OF TEXAS §
COUNTY OF Walker §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SHERON SMITH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that the same was executed for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of January, 2013.

Cassandra James
NORTARY PUBLIC, STATE OF TEXAS

CASSANDRA J. JAMES
MY COMMISSION EXPIRES
April 2, 20

Bk Vol Pg
00000325 OR 1056 530

Filed for Record in:
Walker County

On: Jan 14,2013 at 02:34P

As a
Recordings

Document Number: 00000325

Amount: 32.00

Receipt Number - 68030
By,
Rachel Yarabeck

STATE OF TEXAS COUNTY OF WALKER
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Walker County
as stamped hereon by me.

Jan 14,2013

Kari A. French, Walker County Clerk
Walker County

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 2.g.

Agenda Item: Consider authorizing the City Manager to enter into a Professional Engineering Services Agreement with KSA Engineering for aviation engineering services for the Huntsville Municipal Airport.

Initiating Department/Presenter: Development Services

Presenter:
Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to approve authorizing the City Manager to enter into a Professional Engineering Services Agreement with KSA Engineering for aviation engineering services for the Huntsville Municipal Airport.

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: An RFQ was solicited for an aviation engineer to be able to consult with city staff on current and future projects, funding opportunities, updates, and review of upcoming developments at Huntsville Municipal Airport.

These projects include, but are not limited to, development overview, compliance review, ASOS relocation, ALP updates, future large projects/ developments, funding documentation, and recommendations.

Previous Council Action: None

Financial Implications: The council has allocated funds within the airport budget for engineering and studies.

Approvals:
Kevin Byal
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Master Service Agreement for Professional Services 25-27 - City Approval Request Final

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS: This Master Services Agreement ("Agreement") is made in connection with **RFQ No. 25-27** and entered into on this _________________ between **KSA, a Pape Dawson Company**, hereinafter referred to as "Consultant", and City of Huntsville, Texas, hereinafter referred to as "Client."

1.0 SCOPE OF WORK: Client will employ Consultant as an independent contractor to perform certain professional services as part of certain Projects for Client. Consultant's portion of each Project for which it is engaged, hereinafter referred to as the "Services", and the compensation therefor, will be agreed to in writing on a project-by-project basis via a Work Order. See attached Exhibit A example. Said writing will be incorporated into this Agreement for each Project. Consultant agrees to perform such Services under the general direction of Client.

2.0 TERM: Consultant shall be retained by Client as of the date Client executes this Agreement. This Agreement will remain in force and effect until it is terminated under provisions of Section 12.0 of this Agreement.

3.0. STANDARD OF CARE: Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the Consultant's services. In the preparation of designs, drawings and specifications, errors and omissions may inadvertently be made by Consultant. Any error or omission in the documents prepared by Consultant shall be promptly corrected by Consultant at no additional cost to Client and to not cause delay to the project.

Consultant shall familiarize itself with the nature and requirements of each Project, including the laws and regulations applicable to the Project, and shall review existing conditions and documents of the Project site and facility.

Consultant is not liable for the accuracy or completeness of its final construction documents until the construction documents bear the Consultant's seal and signature or are otherwise issued by the Consultant to Client for their intended purpose. The Consultant is aware and agrees to the intent of interim design and construction documents on an individual project and accepts the responsibility to prepare such documents in accordance with the Standard of Care.

Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

4.0 PROJECT COORDINATION: Client and Consultant have mutual responsibility for coordinating the Project and the services being provided by Consultant and with any other consultant retained by Client. Consultant shall coordinate its services with those of its sub-consultants. Consultant shall make reasonable efforts to coordinate its services and the services of its sub-consultants with those services provided by any other consultant retained by Client.

The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and/or Client's other consultants.

Consultant shall provide prompt written notice to Client if Consultant becomes aware of any error, omission or inconsistency in such services or information. Client shall promptly report to the Consultant in writing if Client becomes aware of defects or suspected defects in Consultant's work or services, in order that Consultant may take measures which, in Consultant's opinion, will minimize the consequences of such defect.

If construction phase services are included in the basic services, the Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Project. The Client may retain the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. When project observation services are included as a service, Engineer shall provide a Resident Project Representative (RPR) at the project site to assist Engineer and to provide more extensive observation of Contractor's Work. The Duties, Responsibilities and Limitation of Authority of RPR will be set forth in Attachment C of the Work Order. The furnishing of such RPR services will not limit, extend or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit C. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

5.0 PROJECT SCHEDULE: Consultant shall perform its Services in accordance with the project schedule for each Project on which it is engaged. The Consultant shall perform its Services in such a manner as to allow reasonable time for Client and other consultants to review Consultant's submittals. Unless agreed otherwise by the Parties, Consultant shall report weekly on the project schedule, the status of its Services relative to the project schedule, anything causing delays in the project schedule and reasons for any such delays.

Client is aware that many factors outside the Consultant's control may affect Consultant's ability to complete its Services to be provided under this Agreement in accordance with the schedule. Consultant will promptly identify to Client any factors that may compromise Consultant's ability to complete its Services in accordance with the schedule and shall request Client's approval to modify the portion of the project schedule applicable to Consultant's Services. In all circumstances, Consultant shall perform its Services with reasonable diligence and expediency consistent with the Standard of Care defined in this Agreement.

6.0 **CHANGE IN THE WORK**: Client may at any time, by written Amendment, make changes to the scope of work relating to Services to be performed by Consultant. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

Consultant is not obligated to begin work on a change of scope until a properly executed Amendment is signed by Client. If terms cannot be agreed to between Client and Consultant regarding the proposed changes to the scope of work, Consultant may elect to perform the Services but shall retain the right to resolve outstanding issues pertinent to the changes to the scope of work with Client in accordance with the terms of dispute resolution defined in this Agreement.

This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Consultant's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Amendment or Work Order for additional Services.

If after the commencement of work, Consultant's performance of the Services, including any individual tasks, milestone or other services is suspended at the instruction of Client for a period of three (3) cumulative months, Consultant may at its sole discretion submit to Client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Engineer may terminate this Agreement in accordance with the provisions of Article 12.0 herein.

6.1 Should commencement of the individual tasks or services set out in the Work Order not be initiated within one hundred twenty (120) days of the date of execution of the Work Order by Client, Consultant reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

7.0 **PAYMENT**. On or before the 5th day of each month during the performance of the Services, Consultant shall submit to Client an invoice for Services performed. Client shall make payment to Consultant within thirty (30) days after receipt of invoice.

If Client does not pay any amount due to Consultant within thirty (30) days after receipt of an invoice, Consultant may, upon seven (7)additional days' written notice to Client, stop performance of the Services until payment of the amount owed has been received.

8.0 **INDEMNITY: Consultant shall indemnify, defend (except for Professional Liability claims) and hold Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its other consultants in the performance of professional services under this Agreement. For Professional Liability claims, in lieu of providing a defense to Client, Consultant be liable for reasonable defense costs incurred by Client but only after final adjudication and to the extent and percent that Consultant or Consultant's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.**

Consultant shall not be required to indemnify Client for Client's own negligence.

9.0 LIMITATION OF LIABILITY. To the fullest extent permitted by law, the total liability of Consultant and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the compensation paid by Client to Consultant for the Project on which the alleged Claim arises. Neither party shall be liable to the other party for indirect, consequential, special, incidental, collateral, exemplary or punitive damages, including lost profits, regardless of the form of the action or the theory of recovery, even if such party has been advised of the possibility of such damages.

10.0 RELATIONSHIP OF PARTIES: It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

11.0 INSURANCE. Consultant shall procure and maintain, during the period that this Agreement remains in force, insurance coverage with limits of not less than those set forth in this clause.

Client shall be included as Additional Insureds on all coverages required to be furnished by Consultant except Workers' Compensation and Professional Liability.

Consultant acknowledges and agrees that it shall deliver certificates of insurance evidencing the required insurance coverage to Client prior to the commencement of performance under any Work Order issued under this Agreement or upon any renewal of such insurance during the Term of this Agreement not less than thirty (30) days prior to the expiration dates of any policy shown on the certificates then in effect, and otherwise from time to time upon request by Client.

INSURANCE COVERAGES

A. Workers' Compensation and Employers Liability
Policy Limits State and Federal Acts - Statutory
Employer's Liability - $500,000

B. Comprehensive or Commercial General Liability including coverage for Independent Contractors, Personal Injury Liability, and Broad Form Property Damage.

Policy Limits $2,000,000 Combined Single Limit, general aggregate
$1,000,000 per offense, personal injury
$1,000,000 Combined Single Limit, each occurrence, bodily injury and property damage.

C. Business Automobile Liability including coverage for owned, non-owned and hired vehicles.

Policy Limits $1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

D. Professional Liability Insurance
Policy Limits $1,000,000 Each Occurrence,
$1,000,000 aggregate.

12.0 TERMINATION. This Agreement may be terminated without cause at any time prior to completion of Consultant's services by Client upon written notice to the Consultant. Upon receipt of written notice from Client to discontinue work, the Consultant shall discontinue work under this Agreement immediately.

In the event Client intends to terminate the Agreement based on Client's reasonable opinion that the Consultant has failed or refused to prosecute the Work efficiently, promptly or with diligence, Consultant shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

After termination, Client shall pay Consultant for all contracted Services rendered and expenses incurred before termination.

13.0 INTELLECTUAL PROPERTY. Consultant and Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

Consultant shall be deemed the author and owner of its Instruments of Service, including any drawings, specifications, or other documents or information prepared by Consultant. Consultant shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Consultant.

Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project for which the Instruments of Service were prepared. The license granted under this section permits the Client to authorize Subcontractors, Sub-subcontractors, and material or equipment suppliers to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

Except for the licenses granted in this section, no other license or right shall be deemed granted or implied under this Agreement.

14.0 SUBCONSULTANTS. Consultant may engage such Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

15.0 NO ASSIGNMENT. Neither Consultant nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party.

16.0 AUTHORIZED REPRESENTATIVE. Prior to commencement of its Services for any Project, Consultant will designate a representative to represent and act for Consultant and will inform Client in writing of the name, qualifications, experience and address of such proposed representatives who, upon approval by Client, will have complete authority to represent and act for Consultant.

17.0 ACCESS: Client will provide Consultant with access to the Project site as required to perform the Services.

18.0 ENTIRE AGREEMENT: This Agreement (including any exhibits and any Work Orders executed by both parties) contains the entire agreement between Client and Consultant and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

19.0 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

20.0 SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid, or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

21.0 SUCCESSORS AND ASSIGNS; THIRD PARTY BENEFICIARY: The Agreement shall be binding upon Client, Consultant, and their respective legal representatives, successors, and permitted assigns.

22.0 MEDIATION. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Client and Consultant agree that any mediation conducted pursuant to this section shall be conducted in Bexar County, Texas, and the venue of any legal action or proceeding under the Agreement shall be exclusively in Walker County, Texas.

23.0 ATTORNEY'S FEES AND COSTS: If any action at law or in equity is necessary to enforce or interpret the Agreement, each party shall be responsible for its own legal fees and expenses. If determined by a court of law consistent with applicable law, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

24.0 SURVIVAL OF PROVISIONS: Termination of this Agreement for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of the Work or (b) any continuing obligation, liability or responsibility of Consultant which would otherwise survive termination of the Agreement.

25.0 RECORDINGS. If Client intends to record a meeting, including any artificial intelligence-generated recording, the Client must (1) notify Consultant that the meeting will be recorded, and (2) any recording must to supplied to Consultant contemporaneously with such recording, including any work product created from the recording.

IN WITNESS whereof the parties hereto have executed this Agreement effective the date first written above.

KSA, a Pape Dawson Company	Client, Signature
Craig H. Phipps, P.E.	Name
Senior Vice President	Title
06/10/2025	
Date	Date

Attachment:

- Example Exhibit A Work Order
- Exhibit B Rate Sheet for fees based on Time and Materials

{EXAMPLE}
EXHIBIT A

WORK ORDER NO. ____ of ____
CLIENT name _______,
FOR MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Work Order is made pursuant to the terms and conditions of the Master Services Agreement for Professional Services (***the "Agreement"***) entered into on the [***insert date***] **between Pape-Dawson Consulting Engineers, LLC** (***"Consultant"***) and **Client, ____________** (***"Client"***).

PROJECT: **Project Name (Project Number 5xxxx-xx)**

Part 1. ***Consultant*** will provide the attached services.

Part 2. The maximum amount payable for services under this Work Order without modification is **$___________________.**

Part 3. Payment to ***Consultant*** for the services established under this Work Order shall be made in accordance with Section 7.0 of the Agreement.

Part 4. This Work Order shall become effective on the date of final acceptance of the parties hereto and shall terminate on **MM/DD/YYYY**, unless extended by a Supplemental Work Order.

Part 5. This Work Order does not waive nor modify the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Order is hereby accepted and acknowledged below.

CONSULTANT:	**CLIENT:**
______________________________	______________________________
Consultant Representative Signature	Client Signature
______________________________	______________________________
Consultant Representative Name	Name
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date

Attachment:
- Consultant's Proposal (for scope of Consultant's services only)

EXHIBIT B
Rate Sheet

EXHIBIT B

KSA
a Pape-Dawson company

2025 SCHEDULE OF HOURLY FEES - Aviation

Principal	$360.00/hour
Senior Aviation Planner	$260.00/hour
Aviation Planner	$185.00/hour
Electrical Engineer	$225.00/hour
Electrical Design Engineer	$160.00/hour
Senior Project Manager	$280.00/hour
Project Manager	$215.00/hour
Senior Project Engineer	$200.00/hour
Project Engineer	$180.00/hour
Senior Design Engineer	$160.00/hour
Design Engineer	$140.00/hour
Senior Project Architect	$285.00/hour
Project Architect	$145.00/hour
Design Architect	$110.00/hour
Senior Engineering Technician	$230.00/hour
Engineering Technician	$125.00/hour
Senior Design Technician	$160.00/hour
Design Technician	$100.00/hour
Project Assistant	$130.00/hour
Senior CAD Technician	$120.00/hour
CAD Technician	$ 95.00/hour
Senior Project Representative	$130.00/hour
Project Representative	$110.00/hour
Graphic Designer	$ 80.00/hour
Grant Administrator	$150.00/hour
Administrative Assistant	$100.00/hour
Secretary	$ 65.00/hour
Three-Man Survey Crew	$235.00/hour
Two-Man Survey Crew	$190.00/hour
Senior Registered Surveyor	$215.00/hour
Registered Surveyor	$175.00/hour
Senior Survey Technician	$125.00/hour
Survey Technician	$110.00/hour
Mileage	$ 0.70/mile
ATV (4-Wheeler)	$100.00/day
GPS	$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

CITY COUNCIL AGENDA

7/1/2025

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 - Walker County Economic Development Corporation.

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:

CITY COUNCIL AGENDA
7/1/2025

Agenda Item Number: 6.b.

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 claims by Frost Construction Company, Inc. regarding Service Center Expansion & Renovation.

Initiating Department/Presenter: City Attorney

Presenter:
Leonard Schneider, City Attorney

Recommended Motion: n/a

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:

Previous Council Action:

Financial Implications:

Approvals:
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information: