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, SEPTEMBER 16, 2025

WORKSHOP 5:00 P.M. - Main Conference Room
REGULAR SESSION 6:00 P.M. - Main Conference Room

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

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

WORKSHOP (5:00 p.m.)

DISCUSSION

a. Comcast Project Update
Sam Masiel, Assistant City Manager

b. Stormwater Drainage series 101
Kathlie Jeng-Bulloch, City Engineer

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. 2025-14 National IT Professionals Day
Russell Humphrey, Mayor

PRESENTATIONS

PUBLIC HEARING

a. Public Hearing on the Tax Year 2025 (FY 2025/2026) Tax Rate for the City of Huntsville.
Lance Hall, Finance Director

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 September 2, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary

b. Consider temporarily suspending the Rules of Procedure Section 3.01 requiring a regular City Council meeting on the first Tuesday of the month for the November 4, 2025, Regular City Council meeting.

Kristy Doll, City Secretary

c. Consider the approval of the Monthly Financial Report for the month of August 2025.
Lance Hall, Finance Director

d. Consider adopting Resolution No. 2025-29, ratifying the submission of the City of Huntsville's Application to the U.S. Department of Transportation Build America Bureau's Rural and Tribal Assistance Pilot Program and authorizing the acceptance of grant funds if awarded.
Christina Bodin-Turner, Grants Manager

e. Consider adopting Resolution No. 2025-31 - authorizing the City Manager to execute the Texas Department of Transportation Reimbursable Grant Agreement for the FY2026 Routine Airport Maintenance Program (RAMP) at Huntsville Municipal Airport.
Layne Yeager, City Planner/Airport Manager

f. Consider authorizing the City Manager to approve a supply agreement for water meters, software, and associated supply items.
Kim Kembro, Assistant Public Works Director

g. Consider authorizing the City Manager to enter into an agreement with HR Green, INC. for professional engineering services for the FY 24-25 CIP Project# 11 (Table ES-8, AJ-10 Basin) Wastewater Line Replacement Project.
Kathlie Jeng-Bulloch, City Engineer

h. Consider authorizing the City Manager to enter into an agreement with KSA Engineering, Inc. for professional engineering services for the Huntsville Municipal Airport - Airport Road Realignment.
Layne Yeager, City Planner/Airport Manager

2. STATUTORY AGENDA

a. Consider adopting Ordinance No. 2025-22 to adopt the FY 2025-2026. Budget with all policies, fees, rates, and provisions as referenced therein. **Record/rollcall vote required**
Lance Hall, Finance Director

b. Consider ratifying the increased property tax revenues of $197,186 reflected in the FY 2025-2026 Budget as adopted.
Lance Hall, Finance Director

c. Consider adopting Ordinance No. 2025-26 adopting the Tax Rate of $0.3475 per $100 valuation, approving both components; one component being M&O at $0.3051 and the other component being Debt Service at $0.0424 and levying taxes for the City of Huntsville for the FY 2025-26.
Record/rollcall vote required
Lance Hall, Finance Director

d. Consider approving a local bank as the City's depository bank and authorizing the City Manager to sign the contract for banking services with the bank for a term of up to five (5) years, commencing on October 1, 2025, and ending September 30, 2030.
Lance Hall, Finance Director

e. Consider adopting Resolution No. 2025-30 appointing Walker County Chief Appraiser to serve as the Tax Assessor and Collector for the Reserves of Huntsville PID.
Lance Hall, Finance Director

f. **First Reading**—Consider adopting an Ordinance No. 2025-25 updating the Service and Assessment Plan and Assessment Roll for the Reserves Public Improvement District.
Lance Hall, Finance Director

g. **First Reading -** Consider authorizing the City Manager to enter into an agreement for Part 2 of Phase II professional engineering services for the FY 20-21 N.B. Davidson Wastewater Treatment Plant Improvement Project.

Kathlie Jeng-Bulloch, City Engineer

h. **Second Reading** - Consider adopting Ordinance No. 2025-23, for a Development District Map Amendment Request to change from Medium Density Residential to Simple Living Residential located at 174 (173) Moffett Springs Road, Walker County Property ID 10311.
Layne Yeager, City Planner/Airport Manager

i. **Second Reading** - Consider adopting Ordinance No. 2025-24, for a Development District Map Amendment Request to change from Simple Living Residential (SLR) to Mixed Use (MU), located at 1920 Veterans Memorial Parkway, Walker County Property ID 17448.
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 551.087, for deliberation regarding economic development negotiations. Project: Destination Huntsville
Scott Swigert, City Manager

b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Six month evaluation - City Manager Scott Swigert.
Scott Swigert, City Manager

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: September 10, 2025

TIME OF POSTING: 3:00 p.m.
TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: a.

Agenda Item: Comcast Project Update

Initiating Department/Presenter: City Manager

Presenter:
Sam Masiel, Assistant City Manager

Recommended Motion: Presentation only.

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:
Scott Swigert
Sam Masiel
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: b.

Agenda Item: Stormwater Drainage series 101

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: No decision nor recommended motion required.

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

Discussion: To discuss the basics of Stormwater Drainage.

Previous Council Action: No.

Financial Implications: No.

Approvals:
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: a.

Agenda Item: Proclamation No. 2025-14 National IT Professionals Day

Initiating Department/Presenter: City Council

Presenter:
Russell Humphrey, Mayor

Recommended Motion: n/a

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

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: a.

Agenda Item: Public Hearing on the Tax Year 2025 (FY 2025/2026) Tax Rate for the City of Huntsville.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: No motion required. This is not an action item.

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 a 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 Texas Tax Code, Sections 26.05, 26.06, and 26.065 require a Public Hearing on the Tax Rate. Notice of the hearing was published in the Huntsville Item on August 20, 2025 and has been made available on the City's website.

At the Council's August 11, 2025 Special Council meeting, Council approved an item for a tax rate for FY 2025-2026 not to exceed $0.3476 per $100 valuation. The tax rate used in the FY 2025-2026 Budget and in this evening's item 2.c, Ordinance 2025- 26 to adopt a tax rate for FY 2025-2026 is $0.3475 per $100 valuation.

Previous Council Action: None

Financial Implications: None

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:
1. customer impact statement 2025-2026

	Fiscal Year 2025 Adopted Budget	Fiscal Year 2026 Budget at Not to exceed Tax Rate	Fiscal Year 2026 Budget at Proposed Tax Rate	Fiscal Year 2026 Budget at No-New Revenue Rate	
Total Tax rate (per $100 of value)	$0.3445	$0.3476	$0.3475	$0.3458	
Average homestead taxable value	$248,754	$253,909	$253,909	$253,909	
Tax on average homestead	$856.96	$882.59	$882.33	$878.02	
Change From Prior Year		$25.63 or 2.99%	$25.37 or 2.96%	$21.06 or 2.46%	

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the September 2, 2025, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:
Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the September 2, 2025, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:
1. City Council Meeting Minutes 9-2-2025

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 2ND DAY OF SEPTEMBER 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 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:

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 pledges were led by Mayor Humphrey.

PRESENTATION

a. **Consider the approval of the Monthly Financial Report for the month of July 2025.**
   Lance Hall, Finance Director

PUBLIC HEARING

Mayor Humphrey opened the Public Hearing at 6:08 p.m.

a. **Public Hearing on the FY 2025-2026 proposed Budget.**
   Lance Hall, Finance Director

Lance Hall gave a presentation on the FY 2025-2026 proposed Budget.

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

Mayor Humphrey closed the Public Hearing at 6:15 p.m.

b. **Public Hearing regarding a Development District Map Amendment Request to change from Medium Density Residential (MR) to Simple Living Residential (SLR) located at 174 (173) Moffett Springs Road, Walker County Property ID 10311.**
   Layne Yeager, City Planner/Airport Manager

Mayor Humphrey opened the Public Hearing at 6:15 p.m.

Layne Yeager gave a presentation on a Development District Map Amendment Request to change from Medium Density Residential (MR) to Simple Living Residential (SLR) located at 174 (173) Moffett Springs Road.

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

Mayor Humphrey closed the Public Hearing at 6:17 p.m.

c. Public Hearing regarding a Development District Map Amendment Request to change from Simple Living Residential (SLR) to Mixed Use (MU), located at 1920 Veterans Memorial Parkway, Walker County Property ID 17448.
Layne Yeager, City Planner/Airport Manager

Mayor Humphrey opened the Public Hearing at 6:17 p.m.

Layne Yeager gave a presentation on the Development District Map Amendment Request to change from Simple Living Residential (SLR) to Mixed Use (MU), located at 1920 Veterans Memorial Parkway.

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

Mayor Humphrey closed the Public Hearing at 6:19 p.m.

d. Public Hearing to consider a Conditional Use Permit for a convenience store/fuel station located at 404 I-45 S, Walker County Property ID 29289, in the city limits of Huntsville.
Layne Yeager, City Planner/Airport Manager

Councilmember McKenzie recused herself from the dias at 6:20 p.m.

Mayor Humphrey opened the Public Hearing at 6:20 p.m.

Public comments in opposition of the item were heard from the following citizens: Bambi Kiser, Simeon Hinton, Kevin Riley, Vance Howard, Christie Dao, Teresa Robinson, Rhett Knappen, Jeff Bateman, Tanner Michael, Al Hooten.

Mayor Humphrey closed the Public Hearing and opened the Main Session at 6:38 p.m.

Councilmember McKenzie returned to the dias at 6:38 p.m.

1. CONSENT AGENDA

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

a. Consider approving the Minutes from the August 19, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary

Councilmember Vicki McKenzie made a motion to approve the Minutes from the August 19, 2025, Regular City Council Meeting. 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. First Reading - Consider Ordinance 2025-23, for a Development District Map Amendment Request to change from Medium Density Residential to Simple Living Residential located at 174 (173) Moffett Springs Road, Walker County Property ID 10311.
Layne Yeager, City Planner/Airport Manager

First reading, no action taken.

b. First Reading - Consider Ordinance number 2025-24, for a Development District Map Amendment Request to change from Simple Living Residential (SLR) to Mixed Use (MU), located at 1920 Veterans Memorial Parkway, Walker County Property ID 17448.
Layne Yeager, City Planner/Airport Manager

First reading, no action taken.

Councilmember McKenzie recused herself from the dias at 6:41 p.m.

c. Consider Conditional Use Permit number 2025-1 for a fuel station proposed to be located at 404 I-45 S, Walker County Property ID 29289, in the city limits of Huntsville.
Layne Yeager, City Planner/Airport Manager

Councilmember Casey Cox made a motion to deny Conditional Use Permit number 2025-1 for a fuel station proposed to be located at 404 I-45 S, Walker County Property ID 29289, in the city limits of Huntsville. The motion was seconded by Councilmember Tore Fossum. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; Abstain: Vicki McKenzie; No: None

Councilmember McKenzie returned to the dias at 6:46 p.m.

d. Consider postponing approval of the FY 2025-2026 proposed Budget to the September 16, 2025 Council meeting.
Lance Hall, Finance Director

Councilmember Vicki McKenzie made a motion to postpone the approval of the FY 2025-2026 proposed Budget to the September 16, 2025, City Council meeting. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

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

Councilmember Vicki McKenzie made a motion to nominate Board and Commission member appointments and reappointments as presented. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

b. Consider Texas Health Benefits Pool Board of Trustees nomination for Region 14.

Sam Masiel, Assistant City Manager

Councilmember Anissa Antwine made a motion to approve the nomination of Sam Masiel to serve on the Region 14 Texas Health Benefits Pool Board of Trustees. 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

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 claims by Frost Construction Company, Inc. regarding Service Center Expansion & Renovation.**
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 Cause No 14770CV; Casey v City of Huntsville, County Court at Law Walker County, Texas.**
Leonard Schneider, City Attorney

City Council convened into Executive Session at 6:58 p.m.

7. RECONVENE

Council reconvened from Executive Session at 7:24 p.m.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:25 p.m.

ATTEST: **CITY OF HUNTSVILLE**

_____ _____

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

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.b.

Agenda Item: Consider temporarily suspending the Rules of Procedure Section 3.01 requiring a regular City Council meeting on the first Tuesday of the month for the November 4, 2025, Regular City Council meeting.

Initiating Department/Presenter: City Secretary

Presenter:
Kristy Doll, City Secretary

Recommended Motion: Move to temporarily suspend the Rules of Procedure Section 3.01 requiring a regular City Council meeting on the first Tuesday of the month for the November 4, 2025, Regular City Council meeting.

Strategic Initiative: Goal #2, Communications - Provide public information outreach efforts that inform the public of City operations, accomplishments and policies and allows for citizens input on matters of Council policy.

Discussion: Consider canceling the November 4, 2025, City Council meeting. November 4th is Election Day, and the Mayor and four Ward City Council positions are on the ballot.

Previous Council Action:

Financial Implications: None

Approvals:
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.c.

Agenda Item: Consider the approval of the Monthly Financial Report for the month of August 2025.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to approve the August 2025 Monthly Financial Report.

Strategic Initiative:

Discussion: Financial Report for 2024-2025 YTD as of August 31, 2025.

Previous Council Action:

Financial Implications:

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:
1. CIty of Huntsville Month End Financial FY24-25 ending 083125
2. Project Budget Report thru 8.30.2025

City of Huntsville
Monthly Financial Report
For the Period End August 2025

This report has been meticulously prepared by the Finance Department of the City of Huntsville. The Monthly Financial Report aims to furnish both internal and external stakeholders with timely, accurate, and pertinent insights into the City's financial standing. The Report includes the following information.

Lance M. Hall
Lmhall@huntsvilletx.gov

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the Budget	2023-2024 Final YTD
Fund 101 - General Fund					
REVENUE					
411 - Property Taxes Totals	$8,522,900.00	$38,363.79	$8,127,582.66	95%	$6,877,787.07
412 - Sales Tax Totals	$12,200,000.00	$1,160,417.54	$12,255,901.69	100%	$12,543,849.24
413 - Franchise-Utilities/Comm Totals	$2,200,000.00	$243,234.61	$1,227,099.81	56%	$2,063,172.41
415 - Other Taxes Totals	$125,000.00	$0.00	$114,102.39	91%	$148,281.93
416 - Permit/Development Fees Totals	$32,300.00	$2,650.00	$36,535.00	113%	$36,521.00
417 - Permits and Licenses Totals	$940,000.00	$92,532.14	$1,296,212.20	172%	$1,037,570.36
418 - Municipal Court Fines Totals	$835,850.00	$95,763.21	$1,017,865.92	122%	$833,040.81
422 - Inter Governmental Totals	$246,492.00	$20,541.00	$246,492.00	100%	$246,487.00
424 - Intra Governmental Totals	$7,119,497.00	$0.00	$7,119,497.00	100%	$6,687,870.00
426 - Interest Earnings Totals	$400,000.00	$0.00	$531,797.79	133%	$781,567.32
428 - Reimbursements Totals	$70,000.00	$19,308.47	$110,750.19	158%	$90,843.43
429 - Contributions Totals	$1,000.00	$146.00	$2,247.46	225%	$1,616.05
432 - Other Totals	$63,500.00	$1,175.94	$90,066.23	146%	$53,215.50
434 - Charges to Other Funds Totals	$1,897,707.00	$0.00	$1,897,707.00	100%	$1,627,020.00
435 - Transfers from Other Funds Totals	$53,576.00	$0.00	$53,576.00	100%	$335,036.63
REVENUE TOTALS	$35,156,972.00	$1,699,451.99	$34,570,214.02	99%	$33,943,513.09
EXPENSE					
51 - Salary/OtherPay/Benefits					
51 - Salary/OtherPay/Benefits Totals	$20,727,147.00	$1,604,502.04	$19,208,648.71	87%	$19,875,047.36
51a - Salary/Other Pay/Benefits - New Position DP Totals	$463,122.00	$0.00	$0.00	+++	$0.00
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	$1,511,381.00	$0.00	$0.00	0%	$0.00
52 - Supplies Totals	$1,248,568.00	$75,603.89	$908,625.49	74%	$1,072,485.62
53 - Maintenance Structures/Improvements Totals	$2,446,504.00	$811,047.10	$1,100,270.37	96%	$2,396,196.46
54 - Maintenance of Equipment Totals	$397,937.00	$12,843.27	$220,446.19	54%	$412,861.71
55 - Services and Utilities Totals	$5,837,955.00	$474,602.58	$5,109,855.01	90%	$5,254,423.69
56 - Insurance/Sundry/Elections Totals	$995,131.00	$11,379.99	$948,470.30	92%	$888,685.63
57 - Programs/Projects Totals	$98,950.00	$2,965.25	$72,880.19	78%	$89,214.50
69 - Capital Equipment Totals	$212,825.00	$6,263.68	$94,810.59	100%	$745,625.77
90 - Transfer to ISF (New Purchases) Totals	$0.00	$24.56	$104,037.56	100%	$166,268.00
91 - Transfers Totals	$265,000.00	$0.00	$265,000.00	100%	$1,045,170.00
94 - Transfer to ISF (Replacement) Totals	$678,087.00	$0.00	$678,087.00	100%	$1,741,028.56
95 - Transfers to Operating Funds Totals	$174,365.00	$0.00	$174,365.00	100%	$927,366.00
99 - Reserves Totals	$100,000.00	$0.00	$0.00	0%	$0.00
EXPENSE TOTALS	$35,156,972.00	$2,999,232.36	$28,885,496.41	87%	$34,614,373.30
Fund **101 - General Fund** Totals					
REVENUE TOTALS	35,156,972.00	1,699,451.99	34,570,214.02	99%	33,943,513.09
EXPENSE TOTALS	35,156,972.00	2,999,232.36	28,885,496.41	87%	34,614,373.30
Fund **101 - General Fund** Totals	$0.00	($1,299,780.37)	$5,684,717.61		($670,860.21)

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the	2023-2024 Final YTD
Fund **116 - Debt Service Fund**					
REVENUE					
411 - Property Taxes Totals	$2,062,091.00	$2,028,967.73	$33,123.27	98%	$2,063,135.09
426 - Interest Earnings Totals	$10,000.00	$18,020.17	($8,020.17)	180%	$40,411.82
435 - Transfers from Other Funds Totals	$590,363.00	$590,363.00	$0.00	100%	$590,363.00
REVENUE TOTALS	$2,662,454.00	$2,637,350.90	$25,103.10	99%	$2,693,909.91
EXPENSE					
81 - GO/Revenue Bond Debt Totals	$2,662,454.00	$0.00	$2,662,454.00	0%	$2,657,178.77
EXPENSE TOTALS	$2,662,454.00	$0.00	$2,662,454.00	0%	$2,657,178.77
Fund **116 - Debt Service Fund** Totals					
REVENUE TOTALS	2,662,454.00	2,637,350.90	25,103.10	99%	2,693,909.91
EXPENSE TOTALS	2,662,454.00	.00	2,662,454.00	0%	2,657,178.77
Fund **116 - Debt Service Fund** Totals	$0.00	$2,637,350.90	($2,637,350.90)		$36,731.14

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the	2023-2024 Final YTD
Fund **220 - Utility Fund**					
REVENUE					
401 - Water Sales Totals	$25,002,500.00	$928,302.51	$22,776,833.34	91%	$22,139,449.43
402 - Waste Water Service Totals	$13,000,000.00	$600,199.98	$11,485,352.75	88%	$11,189,113.19
403 - Water/Wastewater Taps Totals	$280,000.00	$6,900.00	$197,689.67	71%	$223,670.71
408 - Late Payment Penalties Totals	$129,000.00	$12,886.00	$165,823.68	129%	$204,110.01
417 - Permits and Licenses Totals	$0.00	$0.00	$300.00	+++	$400.00
419 - Fees/Charges/Sales Totals	$300,000.00	$71,191.97	$371,075.15	124%	$332,630.78
426 - Interest Earnings Totals	$310,750.00	$0.00	$123,041.24	40%	$707,153.15
428 - Reimbursements Totals	$20,000.00	$0.00	$5,188.44	2%	$10,805.23
429 - Contributions Totals	$0.00	$0.00	$734,800.00	100%	$0.00
432 - Other Totals	$50,000.00	$605.00	$488,057.71	976%	$150,912.38
434 - Charges to Other Funds Totals	$63,222.00	$0.00	$63,222.00	100%	$56,256.00
435 - Transfers from Other Funds Totals	$0.00	$0.00	$0.00	+++	$108,894.00
REVENUE TOTALS	$39,155,472.00	$1,620,085.46	$36,411,383.98	91%	$35,123,394.88
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	$4,209,731.00	$314,771.21	$3,583,989.26	83%	$3,598,488.72
51a - Salary/Other Pay/Benefits - New Position DP Totals	$118,354.00	$0.00	$0.00	+++	$0.00
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	$301,235.00	$0.00	$0.00	0%	$0.00
52 - Supplies Totals	$1,050,277.00	$38,752.95	$875,470.21	66%	$1,414,614.10
53 - Maintenance Structures/Improvements Totals	$1,817,921.00	$43,403.54	$1,207,491.75	61%	$1,747,834.32
54 - Maintenance of Equipment Totals	$328,521.00	$44,945.27	$287,815.93	91%	$288,735.31
55 - Services and Utilities Totals	$2,421,487.00	$159,538.05	$1,702,986.68	67%	$2,363,801.75
56 - Insurance/Sundry/Elections Totals	$282,503.00	$0.00	$282,503.00	100%	$451,778.47
68 - Improvements Totals	$0.00	$0.00	$734,800.00	100%	$0.00
69 - Capital Equipment Totals	$541,055.00	$0.00	$234.60	3%	$757,159.67
79 - TRA Water Plant Totals	$9,516,390.00	$524,784.00	$8,217,233.81	89%	$8,458,313.13
80 - Utility Fund Debt Payments Totals	$4,409,080.00	$0.00	$867,251.00	18%	$3,931,605.96
88 - Depreciation Totals	$0.00	$0.00	$195,827.00	2061%	$4,334,737.19
90 - Transfer to ISF (New Purchases) Totals	$0.00	$0.00	$91,944.00	100%	$584,456.00
91 - Transfers Totals	$5,602,390.00	$0.00	$40,605,327.90	725%	$6,023,467.00
93 - Charges Other Funds Totals	$7,637,875.00	$0.00	$7,637,875.00	100%	$7,080,884.00
94 - Transfer to ISF (Replacement) Totals	$768,653.00	$0.00	$768,653.00	100%	$731,458.00
99 - Reserves Totals	$150,000.00	$0.00	$0.00	0%	$0.00
EXPENSE TOTALS	$39,155,472.00	$1,126,195.02	$67,059,403.14	167%	$41,767,333.62
Fund **220 - Utility Fund** Totals					
REVENUE TOTALS	39,155,472.00	1,620,085.46	36,411,383.98	91%	35,123,394.88
EXPENSE TOTALS	39,155,472.00	1,126,195.02	67,059,403.14	167%	41,767,333.62
Fund **220 - Utility Fund** Totals	$0.00	$493,890.44	($30,648,019.16)		($6,643,938.74)

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the	2023-2024 Final YTD
Fund **224 - Solid Waste Fund**					
REVENUE					
406 - Collection Charges Totals	$6,600,000.00	$513,153.32	$5,632,609.11	85%	$6,133,616.55
407- Solid Waste Disposal Totals	$1,531,000.00	$73,325.60	$1,595,568.48	104%	$1,810,304.65
408 - Late Payment Penalties Totals	$52,000.00	$6,783.01	$65,492.75	126%	$78,398.29
419 - Fees/Charges/Sales Totals	$7,200.00	$1,035.90	$11,772.02	164%	$10,918.30
426 - Interest Earnings Totals	$135,000.00	$0.00	$172,787.15	128%	$342,334.39
428 - Reimbursements Totals	$0.00	$0.00	$0.00	0%	$0.00
432 - Other Totals	$35,000.00	$7,693.23	$29,784.09	85%	$62,176.29
REVENUE TOTALS	$8,360,200.00	$601,991.06	$7,508,013.60	90%	$8,437,748.47
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	$1,367,485.00	$106,743.08	$1,257,491.32	88%	$1,161,112.01
51a - Salary/Other Pay/Benefits - New Position DP Totals	$31,233.00	$0.00	$0.00	+++	$0.00
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	$100,948.00	$0.00	$0.00	0%	$0.00
52 - Supplies Totals	$424,639.00	$15,557.31	$298,082.04	72%	$353,593.20
53 - Maintenance Structures/Improvements Totals	$15,000.00	$0.00	$10,233.98	68%	$9,897.33
54 - Maintenance of Equipment Totals	$310,730.00	$1,099.17	$267,841.68	86%	$305,160.16
55 - Services and Utilities Totals	$3,168,384.00	$239,321.53	$2,486,375.61	76%	$2,763,173.97
56 - Insurance/Sundry/Elections Totals	$176,156.00	$0.00	$175,813.00	100%	$159,322.44
57 - Programs/Projects Totals	$500.00	$0.00	$331.26	66%	$85.72
68 - Improvements Totals	$1,500.00	$0.00	$1,331.11	89%	$489.58
69 - Capital Equipment Totals	$779,906.00	$0.00	$0.00	0%	$11,758.11
82 - Other Debt Totals	$207,525.00	$0.00	$0.00	0%	$206,507.00
88 - Depreciation Totals	$0.00	$0.00	$0.00	+++	$271,276.40
90 - Transfer to ISF (New Purchases) Totals	$0.00	$0.00	$765,776.00	100%	$0.00
91 - Transfers Totals	$12,445.00	$0.00	$12,445.00	100%	$12,980.00
93 - Charges Other Funds Totals	$1,359,423.00	$0.00	$1,359,423.00	100%	$1,221,816.00
94 - Transfer to ISF (Replacement) Totals	$1,010,183.00	$0.00	$1,010,183.00	100%	$798,194.00
EXPENSE TOTALS	$8,966,057.00	$362,721.09	$7,645,327.00	85%	$7,275,365.92
Fund **224 - Solid Waste Fund** Totals					
REVENUE TOTALS	8,360,200.00	601,991.06	7,508,013.60	90%	8,437,748.47
EXPENSE TOTALS	8,966,057.00	362,721.09	7,645,327.00	85%	7,275,365.92
Fund **224 - Solid Waste Fund** Totals	($605,857.00)	$239,269.97	($137,313.40)		$1,162,382.55

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the Budget	2023-2024 Final YTD
Fund **226 - Stormwater Drainage Fund**					
REVENUE					
408 - Late Payment Penalties Totals	$0.00	$1,052.60	($3,272.83)	+++	$0.00
409 - Stormwater Drainage Fees Totals	$0.00	$111,432.32	($1,111,708.53)	+++	$0.00
REVENUE TOTALS	$0.00	$112,484.92	($1,114,981.36)	+++	$0.00
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	$0.00	$12,617.86	$64,239.23	62%	$0.00
52 - Supplies Totals	$0.00	$131.46	$2,308.08	63%	$0.00
53 - Maintenance Structures/Improvements Totals	$0.00	$3,115.76	$16,785.55	85%	$0.00
54 - Maintenance of Equipment Totals	$0.00	$182.37	$5,143.80	14%	$0.00
55 - Services and Utilities Totals	$0.00	$0.00	$1,500.00	25%	$0.00
EXPENSE TOTALS	$0.00	$16,047.45	$89,976.66	70%	$0.00
Fund **226 - Stormwater Drainage Fund** Totals					
REVENUE TOTALS	.00	112,484.92	(1,114,981.36)	+++	.00
EXPENSE TOTALS	.00	16,047.45	89,976.66	70%	.00
Fund **226 - Stormwater Drainage Fund** Totals	$0.00	$96,437.47	($1,204,958.02)		$0.00

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the Budget	2023-2024 Final YTD
Fund **618 - Arts & Visitor Center SRF**					
REVENUE					
414 - Hotel/Motel Tax Totals	$175,000.00	$8,631.23	$46,726.35	73%	$154,272.78
419 - Fees/Charges/Sales Totals	$7,000.00	$230.00	$13,212.64	-89%	$6,320.05
426 - Interest Earnings Totals	$3,000.00	$0.00	($1,446.79)	148%	$6,457.43
428 - Reimbursements Totals	$0.00	$0.00	$0.00	+++	$1,500.00
429 - Contributions Totals	$140.00	$0.00	($9,566.01)	683%	$157.36
432 - Other Totals	$0.00	$0.00	($500.00)	+++	$10,041.97
435 - Transfers from Other Funds Totals	$0.00	$0.00	$0.00	+++	$89,704.00
REVENUE TOTALS	$185,140.00	$8,861.23	$48,426.19	74%	$268,453.59
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	$108,773.00	$7,796.96	$15,677.96	86%	$63,906.38
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	$12,066.00	$0.00	$10,500.00	0%	$0.00
52 - Supplies Totals	$7,750.00	$0.00	$5,436.86	30%	$4,204.42
53 - Maintenance Structures/Improvements Totals	$17,500.00	$2,500.00	$7,898.00	55%	$14,535.09
54 - Maintenance of Equipment Totals	$1,000.00	$0.00	$1,000.00	0%	$109.52
55 - Services and Utilities Totals	$52,254.00	$2,630.62	$33,183.49	36%	$23,710.20
56 - Insurance/Sundry/Elections Totals	$14,950.00	$0.00	$3,796.53	77%	$11,991.59
57 - Programs/Projects Totals	$18,000.00	$6,447.50	$5,394.60	70%	$10,441.44
78 - Miscellaneous Projects Totals	$45,000.00	$5,600.00	$51,750.00	23%	$6,830.00
EXPENSE TOTALS	$277,293.00	$24,975.08	$134,637.44	55%	$135,728.64
Fund **618 - Arts & Visitor Center SRF** Totals					
REVENUE TOTALS	185,140.00	8,861.23	48,426.19	74%	268,453.59
EXPENSE TOTALS	277,293.00	24,975.08	134,637.44	55%	135,728.64
Fund **618 - Arts & Visitor Center SRF** Totals	($92,153.00)	($16,113.85)	($86,211.25)		$132,724.95

Financial Analysis

Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024-2025 YTD % of the Budget	2023-2024 Final YTD
Fund **663 - H/M Tax- Tourism & Visitors Cntr**					
REVENUE					
414 - Hotel/Motel Tax Totals	$850,000.00	$51,787.14	$80,360.90	91%	$925,637.23
419 - Fees/Charges/Sales Totals	$98,000.00	$6,348.41	$10,504.56	89%	$100,958.67
426 - Interest Earnings Totals	$30,000.00	$0.00	($8,951.88)	130%	$58,859.21
429 - Contributions Totals	$500.00	$0.00	($282.33)	156%	$1,741.86
432 - Other Totals	$200.00	$0.00	$193.95	3%	$168.16
REVENUE TOTALS	$978,700.00	$58,135.55	$81,825.20	92%	$1,087,365.13
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	$371,198.00	$28,990.44	$32,155.01	91%	$361,934.88
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR	$31,273.00	$0.00	$26,123.00	0%	$0.00
52 - Supplies Totals	$96,150.00	$6,517.59	$10,699.76	89%	$100,320.42
53 - Maintenance Structures/Improvements Totals	$10,000.00	$1,731.57	$846.05	92%	$9,194.23
54 - Maintenance of Equipment Totals	$2,750.00	$5.69	$2,537.15	8%	$79.60
55 - Services and Utilities Totals	$203,282.00	$3,056.62	$94,357.37	67%	$141,532.14
56 - Insurance/Sundry/Elections Totals	$167,710.00	$7,127.25	$45,842.94	74%	$123,109.34
69 - Capital Equipment Totals	$25,000.00	$0.00	$6,301.00	75%	$0.00
90 - Transfer to ISF (New Purchases) Totals	$0.00	$0.00	$0.00	+++	$12,700.00
93 - Charges Other Funds Totals	$83,128.00	$0.00	$0.00	100%	$68,446.00
94 - Transfer to ISF (Replacement) Totals	$17,943.00	$0.00	$0.00	100%	$17,280.00
EXPENSE TOTALS	$1,008,434.00	$47,429.16	$218,862.28	80%	$834,596.61
Fund **663 - H/M Tax- Tourism & Visitors Cntr** Totals					
REVENUE TOTALS	978,700.00	58,135.55	81,825.20	92%	1,087,365.13
EXPENSE TOTALS	1,008,434.00	47,429.16	218,862.28	80%	834,596.61
Fund **663 - H/M Tax- Tourism & Visitors Cntr** Totals	($29,734.00)	$10,706.39	($137,037.08)		$252,768.52

Financial Analysis

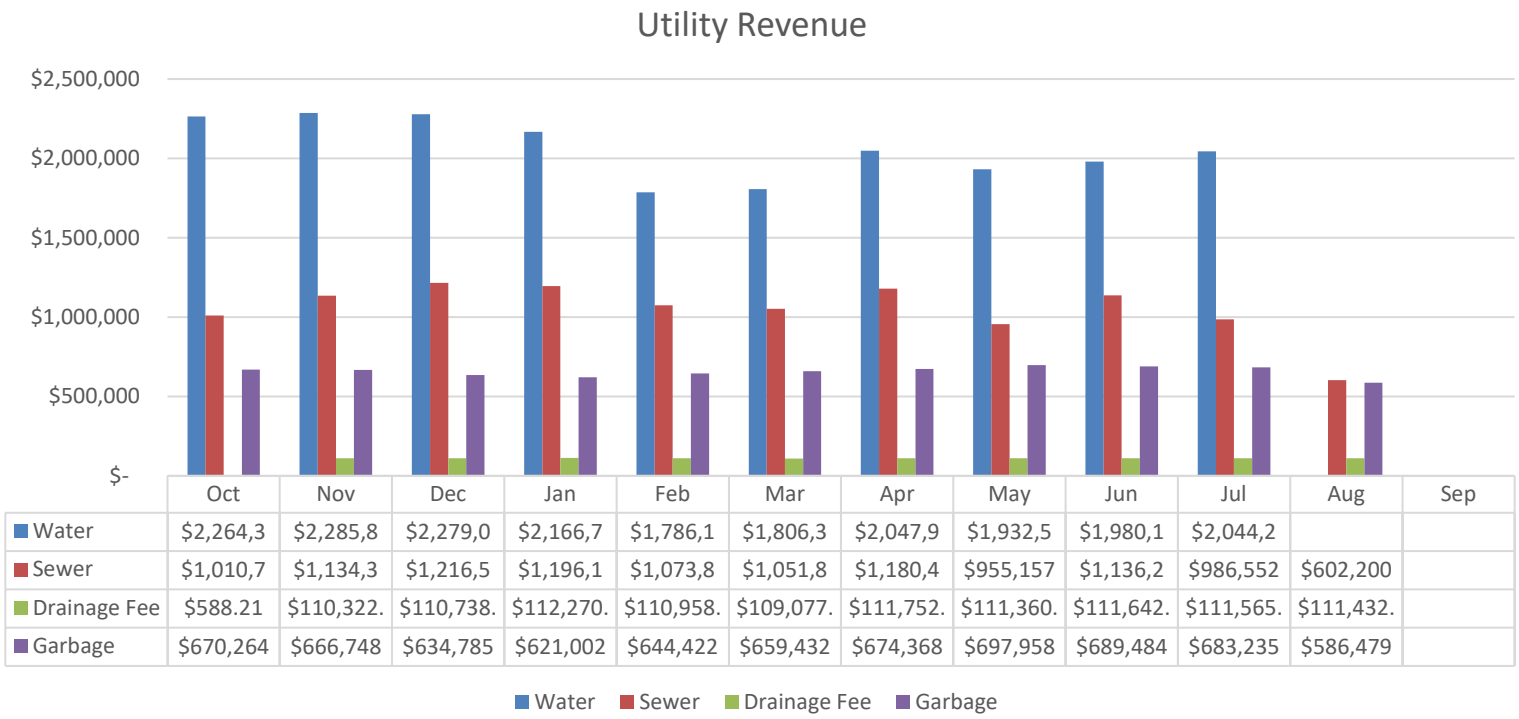
Fiscal Year to Date 08/31/25

	2024-2025 Adopted Budget	2024-2025 August Monthly	2024-2025 YTD Actual	2024-2025	2023-2024 Final YTD
Fund **609 - Airport SRF**					
REVENUE					
419 - Fees/Charges/Sales Totals	$57,917.00	$623.38	$26,579.02	54%	$31,918.27
426 - Interest Earnings Totals	$500.00	$0.00	($49.85)	110%	$758.66
428 - Reimbursements Totals	$90,000.00	$0.00	$31,055.19	65%	$48,015.00
429 - Contributions Totals	$0.00	$0.00	($21,514.00)	+++	$0.00
432 - Other Totals	$0.00	$0.00	($820.00)	+++	$120.00
435 - Transfers from Other Funds Totals	$0.00	$0.00	$0.00	+++	$685,000.00
REVENUE TOTALS	$148,417.00	$623.38	$35,250.36	76%	$765,811.93
EXPENSE					
52 - Supplies Totals	$4,250.00	$0.00	$3,945.62	7%	$1,029.42
53 - Maintenance Structures/Improvements Totals	$146,000.00	$2,975.00	$117,516.62	20%	$77,884.00
55 - Services and Utilities Totals	$28,500.00	$944.63	$20,077.31	30%	$9,976.76
62 - Project Costs Totals	$0.00	$0.00	$0.00	+++	$684,333.92
EXPENSE TOTALS	$178,750.00	$3,919.63	$141,539.55	21%	$773,224.10
Fund **609 - Airport SRF** Totals					
REVENUE TOTALS	148,417.00	623.38	35,250.36	76%	765,811.93
EXPENSE TOTALS	178,750.00	3,919.63	141,539.55	21%	773,224.10
Fund **609 - Airport SRF** Totals	($30,333.00)	($3,296.25)	($106,289.19)		($7,412.17)

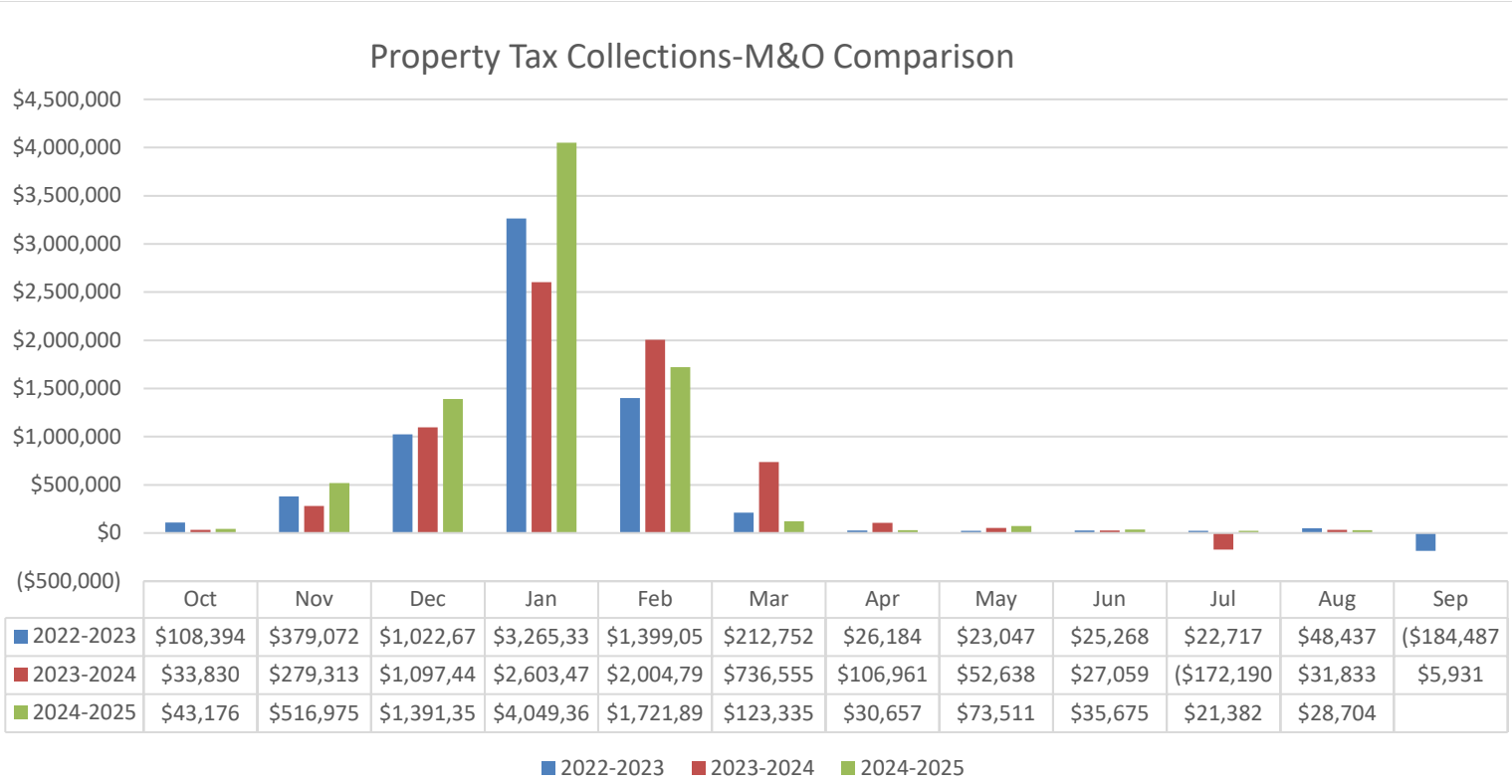
Financial Analysis

Fiscal Year to Date 08/31/25

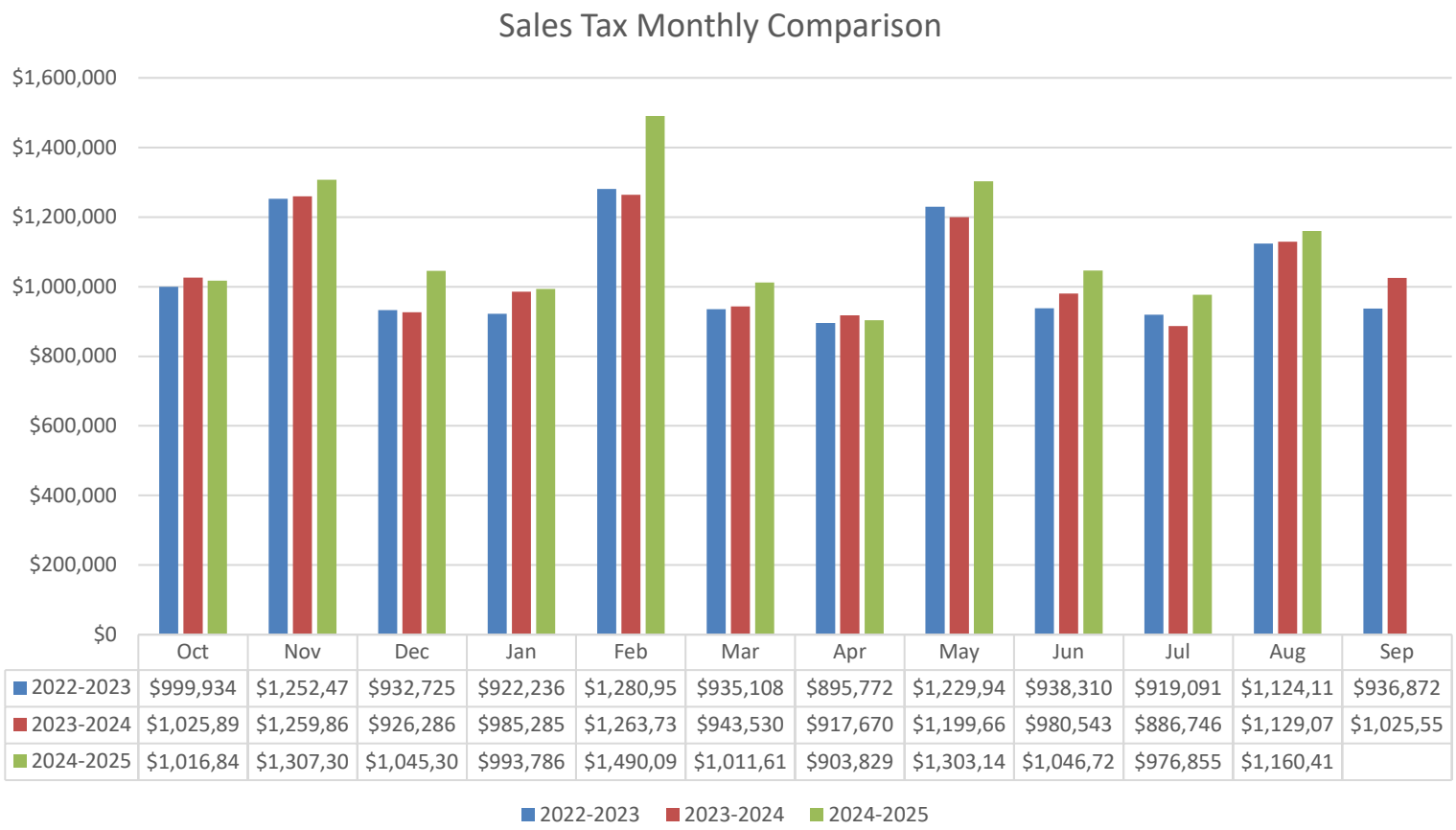
	2024-2025 Adopted Budget	2024-2025 August Monthly	2024-2025 YTD Actual	2024-2025	2023-2024 Final YTD
Fund **612 - PD School Resource Officer SRF**					
REVENUE					
422 - Inter Governmental Totals	$653,135.00	$54,427.92	$108,855.80	83%	$606,782.04
426 - Interest Earnings Totals	$8,000.00	$0.00	($1,771.63)	122%	$17,303.17
430 - Other Totals	$44,326.00	$3,693.83	$7,387.70	83%	$44,325.96
432 - Other Totals	$0.00	$0.00	($2,973.00)	+++	$0.00
435 - Transfers from Other Funds Totals	$174,365.00	$0.00	$0.00	100%	$152,662.00
REVENUE TOTALS	$879,826.00	$58,121.75	$111,498.87	87%	$821,073.17
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	$715,634.00	$56,311.71	$80,236.74	89%	$714,965.69
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	$54,776.00	$0.00	$11,490.00	0%	$0.00
52 - Supplies Totals	$30,450.00	$990.87	$20,366.86	33%	$25,756.36
54 - Maintenance of Equipment Totals	$11,200.00	$1,282.08	$7,484.12	33%	$9,533.96
55 - Services and Utilities Totals	$15,440.00	$80.44	$2,070.60	87%	$9,618.51
69 - Capital Equipment Totals	$0.00	$0.00	$0.00	+++	$23,331.73
94 - Transfer to ISF (Replacement) Totals	$44,326.00	$0.00	$0.00	100%	$44,326.00
EXPENSE TOTALS	$871,826.00	$58,665.10	$121,648.32	86%	$827,532.25
Fund **612 - PD School Resource Officer SRF** Totals					
REVENUE TOTALS	879,826.00	58,121.75	111,498.87	87%	821,073.17
EXPENSE TOTALS	871,826.00	58,665.10	121,648.32	86%	827,532.25
Fund **612 - PD School Resource Officer SRF** Totals	$8,000.00	($543.35)	($10,149.45)		($6,459.08)



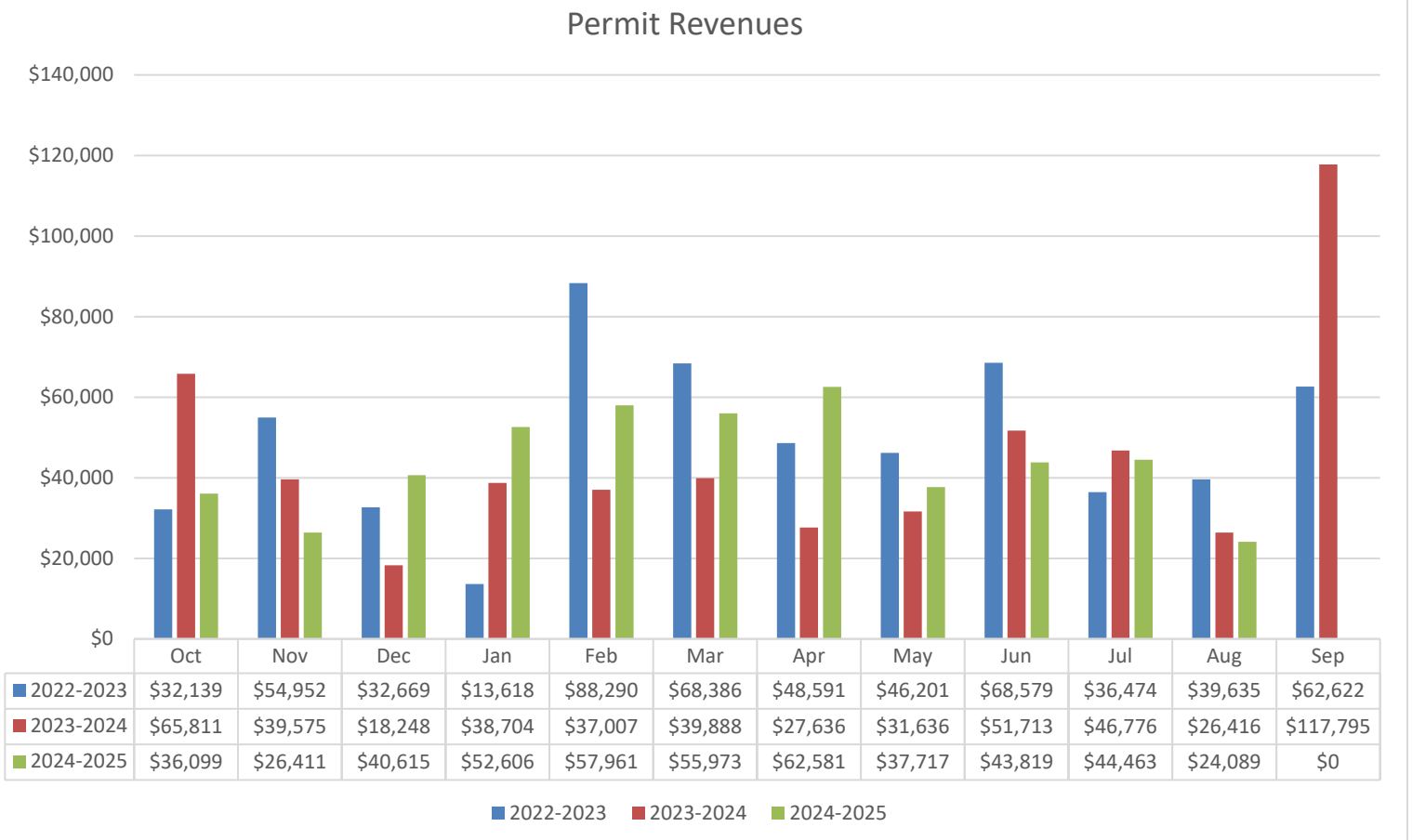
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Water	$2,264,3	$2,285,8	$2,279,0	$2,166,7	$1,786,1	$1,806,3	$2,047,9	$1,932,5	$1,980,1	$2,044,2		
Sewer	$1,010,7	$1,134,3	$1,216,5	$1,196,1	$1,073,8	$1,051,8	$1,180,4	$955,157	$1,136,2	$986,552	$602,200	
Drainage Fee	$588.21	$110,322.	$110,738.	$112,270.	$110,958.	$109,077.	$111,752.	$111,360.	$111,642.	$111,565.	$111,432.	
Garbage	$670,264	$666,748	$634,785	$621,002	$644,422	$659,432	$674,368	$697,958	$689,484	$683,235	$586,479	



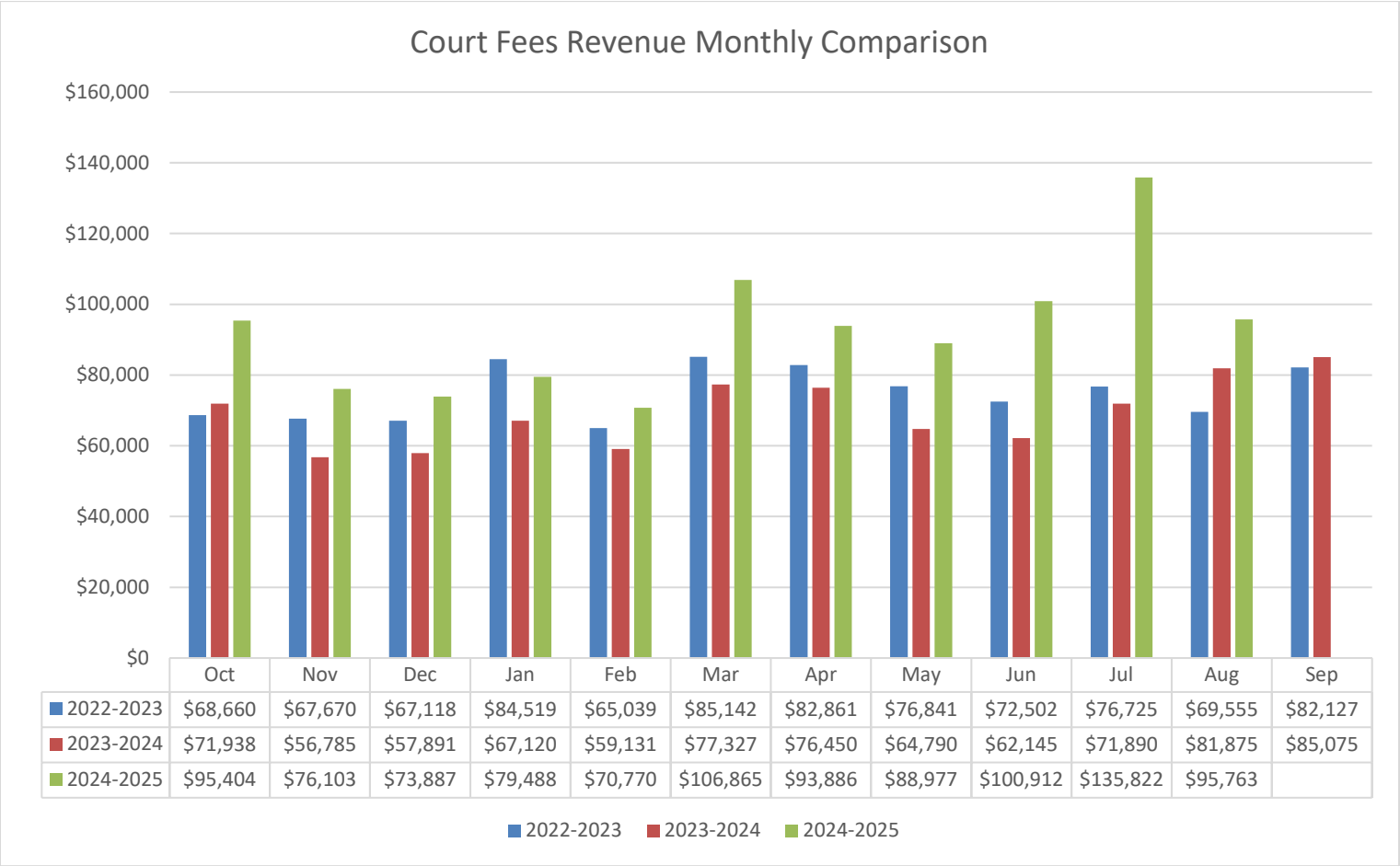
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023	$108,394	$379,072	$1,022,67	$3,265,33	$1,399,05	$212,752	$26,184	$23,047	$25,268	$22,717	$48,437	($184,487
2023-2024	$33,830	$279,313	$1,097,44	$2,603,47	$2,004,79	$736,555	$106,961	$52,638	$27,059	($172,190	$31,833	$5,931
2024-2025	$43,176	$516,975	$1,391,35	$4,049,36	$1,721,89	$123,335	$30,657	$73,511	$35,675	$21,382	$28,704	



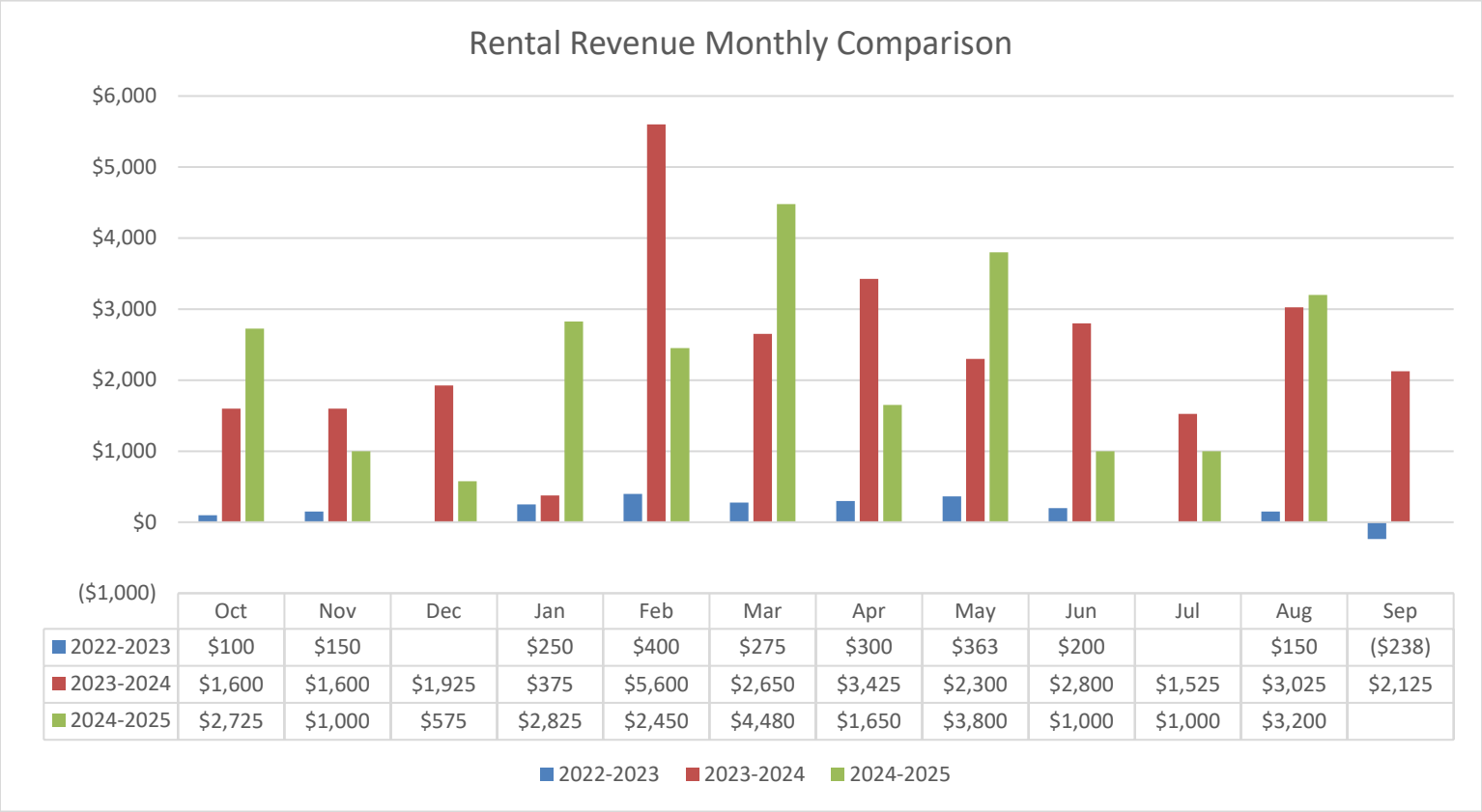
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023	$999,934	$1,252,47	$932,725	$922,236	$1,280,95	$935,108	$895,772	$1,229,94	$938,310	$919,091	$1,124,11	$936,872
2023-2024	$1,025,89	$1,259,86	$926,286	$985,285	$1,263,73	$943,530	$917,670	$1,199,66	$980,543	$886,746	$1,129,07	$1,025,55
2024-2025	$1,016,84	$1,307,30	$1,045,30	$993,786	$1,490,09	$1,011,61	$903,829	$1,303,14	$1,046,72	$976,855	$1,160,41	



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023	$32,139	$54,952	$32,669	$13,618	$88,290	$68,386	$48,591	$46,201	$68,579	$36,474	$39,635	$62,622
2023-2024	$65,811	$39,575	$18,248	$38,704	$37,007	$39,888	$27,636	$31,636	$51,713	$46,776	$26,416	$117,795
2024-2025	$36,099	$26,411	$40,615	$52,606	$57,961	$55,973	$62,581	$37,717	$43,819	$44,463	$24,089	$0



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023	$68,660	$67,670	$67,118	$84,519	$65,039	$85,142	$82,861	$76,841	$72,502	$76,725	$69,555	$82,127
2023-2024	$71,938	$56,785	$57,891	$67,120	$59,131	$77,327	$76,450	$64,790	$62,145	$71,890	$81,875	$85,075
2024-2025	$95,404	$76,103	$73,887	$79,488	$70,770	$106,865	$93,886	$88,977	$100,912	$135,822	$95,763	



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023	$100	$150		$250	$400	$275	$300	$363	$200		$150	($238)
2023-2024	$1,600	$1,600	$1,925	$375	$5,600	$2,650	$3,425	$2,300	$2,800	$1,525	$3,025	$2,125
2024-2025	$2,725	$1,000	$575	$2,825	$2,450	$4,480	$1,650	$3,800	$1,000	$1,000	$3,200	

Fund	Fund Description	Sub Project #	Sub Project Name	Budget.	Expenses.	Encumbrances.	Balances.	% Used.
Project: 701	**Water Projects**	Sub-Project: 7220	Automated meters prgrm (non Cap)	$ 934,792.00	$ 934,791.66	$ -	$ 0.34	100%
		Sub-Project: 7229	Hwy 75 S - Indust Prk - extens	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7231	Archer St. - replace 6"	$ 7,758.00	$ 7,757.05	$ -	$ 0.95	100%
		Sub-Project: 7235	B K Marks (Bowers - Ave J)	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7240	Pine Shadows St	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7243	11th St (I45 - Ave M)	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7245	Sam Hou (11th- 22nd)	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7248	City Participation/Dev Proj/Wtr	$ 79,000.00	$ 15,909.50	$ -	$ 63,090.50	20%
		Sub-Project: 7250	Surge Protect - 30" Trans Main	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7252	30" Trans Main Continuous Improv	$ 504,000.00	$ -	$ -	$ 504,000.00	0%
		Sub-Project: 7255	Wtr Relocate/TXDOT I-45 Phase 2A	$ 5,007,977.00	$ 5,012,986.70	$ 7,357.96	$ (12,367.66)	296%
		Sub-Project: 7256	Wtrln reloc-TXDOT I-45 Phase 2B	$ 587,832.00	$ 354,895.18	$ 199,936.58	$ 33,000.24	94%
		Sub-Project: 7258	Water Modeling Masterplan	$ 250,000.00	$ 181,026.62	$ 2,592.88	$ 66,380.50	73%
		Sub-Project: 7259	TRA intrnl prelim admn-5 YR CIP	$ 150,000.00	$ -	$ -	$ 150,000.00	0%
		Sub-Project: 999	Unallocated Budget	$ -	$ -	$ -	$ -	0%
Project: 701 Total				**$ 7,521,359.00**	**$ 6,507,366.71**	**$ 209,887.42**	**$ 804,104.87**	
Project: 702	**Waste Water CIP**	Sub-Project: 1702	Nondepartmental Wastewater Projects CIP	$ -	$ 700.00	$ -	$ (700.00)	0%
		Sub-Project: 70211	WW-SH Ave 1502 to 1412	$ 303,581.00	$ 147,739.92	$ 117,245.16	$ 38,595.92	252%
		Sub-Project: 70212	WW - 608 SH Ave to 505 Ave M	$ 204,723.00	$ 96,894.21	$ 68,059.25	$ 39,769.54	266%
		Sub-Project: 70213	WW - 16th St (SH Ave to Ave M)	$ 345,910.00	$ 181,237.04	$ 141,238.01	$ 23,434.95	284%
		Sub-Project: 70214	WW-1726AveQ-1711AveR(MH1936-1939)	$ 248,222.00	$ 122,592.44	$ 87,845.02	$ 37,784.54	249%
		Sub-Project: 70215	WW - Sowell (GspHill - intrsct 98 Smth Hill)	$ 138,231.00	$ 109,764.16	$ 27,757.52	$ 709.32	199%
		Sub-Project: 70216	WW - 1798 Smith Hill to Roosevelt/Mary intrsct	$ 117,981.00	$ 94,642.16	$ 23,015.86	$ 322.98	200%
		Sub-Project: 70217	WW - 14th & Ave I realign & upsize	$ 603,467.00	$ 300,872.14	$ 259,176.11	$ 43,418.75	282%
		Sub-Project: 70218	WW - 500 to 546 Normal Park	$ 206,910.00	$ 127,518.95	$ 89,254.01	$ (9,862.96)	206%
		Sub-Project: 70219	WW - Masterplan & Model updates	$ 350,000.00	$ 335,422.92	$ 3,169.08	$ 11,408.00	97%
		Sub-Project: 70220	18" Storm Sewer replace 17th St (Ave M - SH Ave)	$ 318,807.00	$ 242,090.05	$ -	$ 76,716.95	248%
		Sub-Project: 70221	Open Ditch lining imprvmnts - Drainage	$ 100,000.00	$ 44,500.00	$ -	$ 55,500.00	44%
		Sub-Project: 70222	Tanyard Crk Lift Stn Force Main	$ 308,613.00	$ 268,712.67	$ 21,240.33	$ 18,660.00	99%
		Sub-Project: 70223	RC-04 Basin Rehab & Renewal	$ 240,000.00	$ 2,426.74	$ 146,573.26	$ 91,000.00	62%
		Sub-Project: 70225	Tanyard Crk Lift Stn expansion	$ 300,000.00	$ 280,851.65	$ 19,173.35	$ (25.00)	100%
		Sub-Project: 70226	Drainage Impact fee study	$ 191,000.00	$ 109,830.00	$ -	$ 81,170.00	58%
		Sub-Project: 70227	1518 Univ. - storm swr replace	$ 300,000.00	$ 238,135.38	$ -	$ 61,864.62	262%
		Sub-Project: 70228	Dawson Crk Dam - Phase 1	$ 62,000.00	$ 49,872.50	$ -	$ 12,127.50	108%
		Sub-Project: 70229	Misc. Drainage - FY 23 - 24	$ 250,000.00	$ 156,840.00	$ -	$ 93,160.00	63%
		Sub-Project: 70230	WatsonCordone-drainage-prtcipate	$ 420,000.00	$ -	$ -	$ 420,000.00	0%
		Sub-Project: 70232	AJ-09 Basin Replacement	$ 383,000.00	$ -	$ -	$ 383,000.00	0%
		Sub-Project: 7137	Lakeridge/Crawford	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7140	Town Creek Drainage - FEMA	$ 11,434,829.00	$ 11,432,218.22	$ -	$ 2,610.78	400%
		Sub-Project: 7150	Ave M/22nd St. WW renovations	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7152	Tanyard Creek Watershed Study	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7155	McGary Crk Wtrshd Study	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7157	Autumn Rd. drainage project	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7165	City Participation/Dev Proj/WW	$ 200,000.00	$ 130,747.00	$ -	$ 69,253.00	65%
		Sub-Project: 7172	West Fork Tanyard Crk Sewer Proj	$ 2,222,851.00	$ 2,222,850.58	$ -	$ 0.42	400%
		Sub-Project: 7173	30" Sewer Realign - Camelia Lake	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7174	Tib A - Culvert Replace Up SH 30	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7175	10" Swr (Sthwd - Brkhollow) Ph I	$ 962,519.00	$ 962,519.17	$ -	$ (0.17)	406%
		Sub-Project: 7178	Rehab/Expand HP Lift Station	$ -	$ -	$ -	$ -	0%

Fund	Fund Description	Sub Project #	Sub Project Name	Budget.	Expenses.	Encumbrances.	Balances.	% Used.
Project: 702	**Waste Water CIP**	Sub-Project: 7179	Replce Sewer Lines - Basin RC-03	$ 1,557,041.00	$ 1,557,040.69	$ -	$ 0.31	399%
		Sub-Project: 7180	Elkns Dam Lft Stn & Lines relocate	$ -	$ -	$ -	$ -	0%
		Sub-Project: 7181	Westridge Manhole Replacement	$ 250,000.00	$ 246,831.50	$ -	$ 3,168.50	99%
		Sub-Project: 7182	RC-01 Basin (Manhole Rehab)	$ 109,328.00	$ 109,328.00	$ -	$ -	100%
		Sub-Project: 7183	AJ-12 Basin Sub Basin E (Manhole)	$ 177,996.00	$ 177,996.50	$ -	$ (0.50)	200%
		Sub-Project: 7184	AJ-12 Basin Rehab & Renewal (Sub Basin ABC&D)	$ 1,956,047.00	$ 1,956,046.87	$ -	$ 0.13	300%
		Sub-Project: 7185	WW Relocate/TXDOT I-45 - Phase 2A	$ 2,501,255.00	$ 2,484,229.74	$ -	$ 17,025.26	299%
		Sub-Project: 7186	AJ-08 & AJ-10 Trunk Sewer Lines	$ 2,370,000.00	$ 1,784,204.87	$ 217,396.13	$ 368,399.00	175%
		Sub-Project: 7188	Swr Ext - Fairgrounds & AO Acdmy	$ 404,704.00	$ 404,704.00	$ -	$ -	100%
		Sub-Project: 7191	NB-06 Basin Rehab & Renewal	$ 1,750,000.00	$ 1,316,117.91	$ -	$ 433,882.09	277%
		Sub-Project: 7193	WW Relocate/TXDOT I-45 Phase 2B	$ 651,325.00	$ 416,616.06	$ 267,708.18	$ (32,999.24)	105%
		Sub-Project: 7194	Evergreen Dr.-WW 6" Line replace	$ 201,519.00	$ 201,518.97	$ -	$ 0.03	300%
		Sub-Project: 7195	Trib. A-WW 10" Line replace	$ 40,127.00	$ 31,347.51	$ 8,779.49	$ -	100%
		Sub-Project: 7196	MLK (Nance to 7th)-6" to 8" rehab	$ 180,000.00	$ 67,278.87	$ -	$ 112,721.13	85%
		Sub-Project: 7197	NB Davidson WWTP Reconstruct & Rehab	$ 1,856,974.00	$ 1,586,031.90	$ -	$ 270,942.10	203%
		Sub-Project: 7198	W. Greenbriar - GLO	$ 1,273,671.00	$ 1,273,670.61	$ -	$ 0.39	400%
		Sub-Project: 7199	River Oaks - GLO	$ 1,509,665.00	$ 1,385,398.81	$ -	$ 124,266.19	274%
		Sub-Project: 999	Unallocated Budget	$ -	$ -	$ -	$ -	0%
Project: 702 Total				**$ 37,002,296.00**	**$ 32,657,340.71**	**$ 1,497,630.76**	**$ 2,847,324.53**	
Project: 703	**Water CIP - R & R**	Sub-Project: 1703	Nondepartmental Water R&R CIP	$ -	$ -	$ -	$ -	0%
		Sub-Project: 70316	OCR/Trinity Cutoff Rehab (Wtr)(R&R)	$ 791,905.00	$ 791,904.80	$ -	$ 0.20	400%
		Sub-Project: 70318	Wtrln Rplc - Ave C, Ave D, 9th	$ 397,000.00	$ 368,688.53	$ -	$ 28,311.47	192%
		Sub-Project: 70319	15th St (Unv-Ave J & Ave I-Brkt)	$ 252,189.00	$ 252,188.36	$ -	$ 0.64	268%
		Sub-Project: 70320	Ave R (17th St to 16th St)	$ 64,693.00	$ 64,692.63	$ -	$ 0.37	268%
		Sub-Project: 70321	Gazebo St wtrlin rplc - 3" to 6"	$ 147,623.00	$ 147,622.30	$ -	$ 0.70	300%
		Sub-Project: 70322	Robinson Way/25th St wtrln rehab	$ 259,925.00	$ 259,925.40	$ -	$ (0.40)	300%
		Sub-Project: 70323	Ave I (2121 to 17th) 8" to 12"	$ 337,832.00	$ 337,831.72	$ -	$ 0.28	300%
		Sub-Project: 70324	Cline (FM 1374 - OHR) rplc 6"	$ 368,561.00	$ 368,560.28	$ -	$ 0.72	300%
		Sub-Project: 70325	Hayman (Cline - Powell) rplc 6"	$ 116,859.00	$ 116,858.97	$ -	$ 0.03	200%
		Sub-Project: 70326	12" rplc - between Ave D & SH30E	$ 108,451.00	$ 108,450.43	$ -	$ 0.57	300%
		Sub-Project: 70327	Hazle Ave - waterline replace	$ 129,845.00	$ 129,843.54	$ -	$ 1.46	200%
		Sub-Project: 70328	MiscWtrlnRplc-Brmnghm,Univ,Thmsn	$ 1,004,820.00	$ 934,161.68	$ 9,344.00	$ 61,314.32	293%
		Sub-Project: 70329	14th St 8" & Ave I 10"	$ 630,758.00	$ 550,943.82	$ 5,256.00	$ 74,558.18	186%
		Sub-Project: 70330	FY24 Msc W Lns-OCR, U Rd, other	$ 500,000.00	$ 90,432.77	$ -	$ 409,567.23	100%
		Sub-Project: 70331	Eastham (Elmwood to Royal Oaks)	$ 287,000.00	$ 39,156.90	$ 1,191.80	$ 246,651.30	77%
		Sub-Project: 70332	Fish Hatchery II	$ 293,000.00	$ -	$ -	$ 293,000.00	0%
		Sub-Project: 70333	Boettcher Dr rehabilitation	$ 1,276,000.00	$ 365,197.94	$ 42,726.16	$ 868,075.90	200%
		Sub-Project: 70334	Mance Park MS wtrln rehab	$ 358,000.00	$ 197,974.18	$ 25.82	$ 160,000.00	100%
		Sub-Project: 70335	11th St / Hckry Dr wtrln rehab	$ 1,701,202.00	$ 298,613.35	$ 67,608.65	$ 1,334,980.00	98%
		Sub-Project: 999	Unallocated	$ -	$ -	$ -	$ -	0%
Project: 703 Total				**$ 9,025,663.00**	**$ 5,423,047.60**	**$ 126,152.43**	**$ 3,476,462.97**	
Project: 704	**Water Projs - Prop 3 Bonds**	Sub-Project: 1704	NonDept Water Proj - Prop 3 Bonds	$ -	$ 1,744,494.33	$ -	$ (1,744,494.33)	0%
		Sub-Project: 70401	Water Projs - Bonds	$ 4,604,775.00	$ 4,593,994.63	$ -	$ 10,780.37	200%
		Sub-Project: 70403	7,500 GPM Palm St Plant Replace	$ 3,532,200.00	$ 3,532,200.00	$ -	$ -	100%
		Sub-Project: 70404	4,800 GPM LPP Plant w/ 2 MG Tank	$ 5,609,917.00	$ 5,620,697.25	$ -	$ (10,780.25)	100%
		Sub-Project: 70405	Spring Lake Plant - Pumps	$ 90,000.00	$ 90,000.00	$ -	$ -	100%
		Sub-Project: 70406	New Water Lines	$ 8,547,266.00	$ 8,547,266.01	$ -	$ (0.01)	100%
Project: 704 Total				**$ 22,384,158.00**	**$ 24,128,652.22**	**$ -**	**$ (1,744,494.22)**	
Project: 711	**November 2002 Debt Issue Wastewater**	Sub-Project: 999	Unallocated Budget	$ 1,581.00	$ -	$ -	$ 1,581.00	0%
Project: 711 Total				**$ 1,581.00**	**$ -**	**$ -**	**$ 1,581.00**	
Project: 712	**WW Projs - Prop 3 Bonds**	Sub-Project: 1712	Nondepartmental - Fund 712	$ -	$ 400,613.00	$ -	$ (400,613.00)	0%

Fund	Fund Description	Sub Project #	Sub Project Name	Budget.	Expenses.	Encumbrances.	Balances.	% Used.
Project: 712	**WW Projs - Prop 3 Bonds**	Sub-Project: 71202	Elk Dam Lft Stn/Lines Relocate - Bonds	$ 3,984,834.00	$ 3,984,832.93	$ -	$ 1.07	400%
		Sub-Project: 71203	AJ-11 Bsn Grvty Sewer Ln. Rplc	$ 2,935,762.00	$ 2,643,148.76	$ -	$ 292,613.24	366%
Project: 712 Total				**$ 6,920,596.00**	**$ 7,028,594.69**	**$ -**	**$ (107,998.69)**	
Project: 713	**ARP $ - Wtr & WW Projects**	Sub-Project: 1713	Nondepartmental - Fund 713	$ 108,894.00	$ 358,894.00	$ -	$ (250,000.00)	100%
		Sub-Project: 71301	Water Model Update	$ 50,000.00	$ -	$ -	$ 50,000.00	0%
		Sub-Project: 71302	Wtrln rplc-Elm Ave & Louis Davis	$ 217,067.00	$ 91,235.59	$ 105,431.41	$ 20,400.00	186%
		Sub-Project: 71303	Ave I / BK Marks wtrln rehab	$ 1,624,912.00	$ 596,799.09	$ 852,991.12	$ 175,121.79	250%
		Sub-Project: 71304	16 inch Sam Hou Ave wtrln	$ 1,299,410.00	$ 449,458.46	$ 735,140.54	$ 114,811.00	190%
		Sub-Project: 71305	Fish Htchry - rplc 2" w/ 6"	$ 619,613.00	$ 215,852.56	$ 337,655.44	$ 66,105.00	188%
		Sub-Project: 71306	Palm St 1MG GST rehab	$ 475,000.00	$ 365,591.61	$ -	$ 109,408.39	77%
		Sub-Project: 71307	7 var 6 inch wtrln rplc - 5,430 ft	$ 1,539,420.00	$ 528,629.46	$ 870,261.99	$ 140,528.55	190%
		Sub-Project: 71308	McGary Crk Lift Stn expansion	$ 5,878,395.00	$ 5,832,428.72	$ 5,978.62	$ 39,987.66	399%
		Sub-Project: 71309	Robinson Crk WWTP imprvmts	$ 334,077.00	$ 334,076.08	$ -	$ 0.92	100%
		Sub-Project: 71310	NB Davidson WWTP imprvmts	$ 109,029.00	$ 109,029.00	$ -	$ -	100%
Project: 713 Total				**$ 12,255,817.00**	**$ 8,881,994.57**	**$ 2,907,459.12**	**$ 466,363.31**	
Project: 714	**Ser 2022 Rev Bonds Utility Projs**	Sub-Project: 1714	NonDept Series 22 Rev Bonds WW Projs	$ -	$ 770,928.00	$ -	$ (770,928.00)	0%
		Sub-Project: 71401	Replace 30" w/ 48" trnk Sewer line	$ 3,874,638.00	$ 3,279,995.58	$ 118,704.42	$ 475,938.00	88%
		Sub-Project: 71402	Replace AJ-08 sewer line Seg A	$ 3,538,840.00	$ 2,952,873.02	$ 107,712.98	$ 478,254.00	186%
		Sub-Project: 71403	Replace AJ-08 sewer line Seg B	$ 3,004,087.00	$ 2,459,996.69	$ 89,028.31	$ 455,062.00	85%
		Sub-Project: 71404	Replace AJ-08 sewer line Seg C	$ 3,491,841.00	$ 2,951,996.03	$ 106,833.97	$ 433,011.00	88%
		Sub-Project: 71405	Rplc 24" w/ 42" AJ-10 trunk Sewer	$ 5,689,666.00	$ 5,038,643.15	$ 172,121.37	$ 478,901.48	401%
Project: 714 Total				**$ 19,599,072.00**	**$ 17,454,432.47**	**$ 594,401.05**	**$ 1,550,238.48**	
Project: 715	**Ser 2025 Rev Bonds WW Projs**	Sub-Project: 1715	NonDept Series 25 Rev Bonds WW Projs	$ -	$ -	$ -	$ -	0%
		Sub-Project: 71501	Robinson Creek WWTP Rehab & Expa	$ -	$ -	$ -	$ -	0%
		Sub-Project: 71502	AJ-09 Basin Replacement	$ -	$ 101,500.00	$ 281,000.00	$ (382,500.00)	0%
		Sub-Project: 71503	NB Davidson WWTP	$ -	$ -	$ -	$ -	0%
Project: 715 Total				**$ -**	**$ 101,500.00**	**$ 281,000.00**	**$ (382,500.00)**	
Project: 716	**Ser 2025 Drainage Bonds**	Sub-Project: 1716	NonDept Series 25 drainage Bonds	$ -	$ -	$ -	$ -	0%
		Sub-Project: 71601	Dawson Lake Dam	$ -	$ -	$ -	$ -	0%
Project: 716 Total				**$ -**	**$ -**	**$ -**	**$ -**	**0%**
Project: 724	**Solid Waste Transfer Station**	Sub-Project: 1724	New Transfer Station	$ 3,739,682.00	$ 3,739,682.45	$ -	$ (0.45)	300%
		Sub-Project: 72401	Trnsfr Stn Pavement Reconstruction	$ 1,299,463.00	$ 986,489.32	$ -	$ 312,973.68	168%
Project: 724 Total				**$ 5,039,145.00**	**$ 4,726,171.77**	**$ -**	**$ 312,973.23**	
Project: 800	**Street Arterial Improvement**	Sub-Project: 1800	Nondepartmental Fund 800	$ 542,323.00	$ 467,322.86	$ -	$ 75,000.14	280%
		Sub-Project: 8708	St Rehab TBD/Cond. Assmnt Study	$ -	$ -	$ -	$ -	0%
		Sub-Project: 8709	Bearkat Blvd (19 - BKM)/Nrml Prk	$ 1,864,415.00	$ 1,864,414.52	$ -	$ 0.48	300%
		Sub-Project: 8710	TIGER Grant consultant	$ -	$ -	$ -	$ -	0%
		Sub-Project: 8712	Contract-Bnd Pkg or Street fndg	$ 100,000.00	$ 9,000.00	$ 4,000.00	$ 87,000.00	13%
		Sub-Project: 8713	WatsonCordone-street-participate	$ 661,170.00	$ -	$ -	$ 661,170.00	0%
		Sub-Project: 999	Unallocated Budget	$ -	$ -	$ -	$ -	0%
Project: 800 Total				**$ 3,167,908.00**	**$ 2,340,737.38**	**$ 4,000.00**	**$ 823,170.62**	
Project: 813	**ARP $ - Fiber Projects**	Sub-Project: 81301	Fiber - MLK Jr Center Facility	$ 100,000.00	$ -	$ -	$ 100,000.00	0%
		Sub-Project: 81302	Fiber - Wynne Home	$ 50,000.00	$ 37,047.64	$ -	$ 12,952.36	74%
Project: 813 Total				**$ 150,000.00**	**$ 37,047.64**	**$ -**	**$ 112,952.36**	
Project: 814	**Sidewalks CIP**	Sub-Project: 1814	Nondepartmental - Sidewalks CIP	$ -	$ -	$ -	$ -	0%
		Sub-Project: 81410	SRTS Grant - Sidewalks	$ 2,107,387.00	$ 2,107,386.04	$ -	$ 0.96	300%
		Sub-Project: 81419	Avenue C (13th St - 16th St)	$ -	$ -	$ -	$ -	0%
		Sub-Project: 81421	TAP Grant Sidewalks	$ 642,921.00	$ 642,921.00	$ -	$ -	200%
		Sub-Project: 81422	2018 Main St-TDA-Sidewlks&Crssngs	$ 336,720.00	$ 336,720.74	$ -	$ (0.74)	300%
		Sub-Project: 81423	FY 19-20 Misc Sidewlk Imprvmts	$ 50,000.00	$ 50,000.00	$ -	$ -	100%
		Sub-Project: 81424	FY 20-21 Misc Sidewalk Improves	$ 50,000.00	$ 28,581.00	$ -	$ 21,419.00	57%

Fund	Fund Description	Sub Project #	Sub Project Name	Budget.	Expenses.	Encumbrances.	Balances.	% Used.
Project: 814	**Sidewalks CIP**	Sub-Project: 81425	Misc Sidewalk Imprvmnts FY 21-22	$ 50,000.00	$ -	$ -	$ 50,000.00	0%
		Sub-Project: 81426	Misc Sidewalk Imprvmnts FY 22-23	$ 50,000.00	$ -	$ -	$ 50,000.00	0%
		Sub-Project: 999	Unallocated Budget	$ 27,192.00	$ -	$ -	$ 27,192.00	0%
Project: 814 Total				**$ 3,314,220.00**	**$ 3,165,608.78**	**$ -**	**$ 148,611.22**	
Project: 815	**General CIP**	Sub-Project: 1815	General Improvements	$ 24,953.00	$ 24,953.00	$ -	$ -	100%
		Sub-Project: 81547	KBR - 270' Baseball Field	$ 282,590.00	$ 282,589.47	$ -	$ 0.53	100%
		Sub-Project: 81549	KBR Restroom 4 Plex	$ 52,457.00	$ 52,456.16	$ -	$ 0.84	100%
		Sub-Project: 81553	Bldgs Study-City Hall, Pol&Fire	$ 59,794.00	$ 59,793.55	$ -	$ 0.45	100%
		Sub-Project: 81554	Oakwood Cemetery Fence	$ 133,910.00	$ 133,908.68	$ -	$ 1.32	300%
		Sub-Project: 81556	Fiber Lines - SC to Transfer Sta	$ 149,913.00	$ 149,912.84	$ -	$ 0.16	100%
		Sub-Project: 81557	Aerial Map/Imagery - 1 of 4	$ 149,846.00	$ 149,846.07	$ -	$ (0.07)	100%
		Sub-Project: 81558	Visitor Ctr Expansion/Renovation	$ 1,504,981.00	$ 1,504,980.20	$ -	$ 0.80	300%
		Sub-Project: 81559	Grant Match - Airport	$ 59,263.00	$ 59,263.00	$ -	$ -	100%
		Sub-Project: 81560	Field #10 Lighting/Sidewalks	$ 226,229.00	$ 226,228.45	$ -	$ 0.55	100%
		Sub-Project: 81561	Animal Shelter	$ -	$ -	$ -	$ -	0%
		Sub-Project: 81563	Park Improvements	$ 300,000.00	$ 49,966.77	$ -	$ 250,033.23	17%
		Sub-Project: 81564	Transportation Masterplan	$ 199,907.00	$ 199,906.62	$ -	$ 0.38	100%
		Sub-Project: 81565	Visitor's Center Roof	$ -	$ -	$ -	$ -	0%
		Sub-Project: 81566	Visitor's Center Restroom	$ -	$ -	$ -	$ -	0%
		Sub-Project: 81567	KBR Parking Lot #9 & #10	$ 250,000.00	$ 16,087.22	$ -	$ 233,912.78	6%
		Sub-Project: 81568	Airport CIP - Taxiway A South	$ 346,672.00	$ 346,672.00	$ -	$ -	100%
		Sub-Project: 81569	Fiber Loop Project	$ 587,262.00	$ 584,163.39	$ -	$ 3,098.61	99%
		Sub-Project: 81570	Visitors Center Major Repairs	$ 194,444.00	$ 190,838.45	$ -	$ 3,605.55	98%
		Sub-Project: 81572	FY 20 Fence KBR Soccer & Football Fields	$ 35,000.00	$ 534.38	$ -	$ 34,465.62	2%
		Sub-Project: 81573	Huntsville Horizon Comprehensive Plan	$ 175,000.00	$ 175,000.00	$ 5,785.78	$ (5,785.78)	103%
		Sub-Project: 81576	Trail Lighting - Esthm-Thmsn Prk	$ 46,500.00	$ 46,500.00	$ -	$ -	100%
		Sub-Project: 81577	Airport CIP-Taxiway A Mid Segment	$ 31,348.00	$ 31,348.00	$ -	$ -	100%
		Sub-Project: 81578	E.T. Park Imprvmnts - FY 21-22	$ 85,000.00	$ 43,536.26	$ -	$ 41,463.74	51%
		Sub-Project: 81579	Bleacher Cvrs KBR Fields 10 & 11	$ 60,000.00	$ 58,766.65	$ -	$ 1,233.35	98%
		Sub-Project: 81580	Feasibility Study - Sports Cmplx	$ 66,000.00	$ 64,272.50	$ -	$ 1,727.50	97%
		Sub-Project: 81581	Update Development District Map	$ 125,000.00	$ 76,223.58	$ -	$ 48,776.42	61%
		Sub-Project: 81582	Airport Runway - FY 22-23	$ -	$ -	$ -	$ -	0%
		Sub-Project: 81583	Airport - 23-24 Apron & Runway	$ 481,217.00	$ 22,263.00	$ -	$ 458,954.00	20%
		Sub-Project: 81584	Aerial Mapping, LiDAR, etc	$ 150,000.00	$ 149,009.23	$ -	$ 990.77	99%
		Sub-Project: 999	Unallocated Budget	$ 28,819.00	$ -	$ -	$ 28,819.00	0%
Project: 815 Total				**$ 5,806,105.00**	**$ 4,699,019.47**	**$ 5,785.78**	**$ 1,101,299.75**	
Project: 816	**Police & Fire facilities - Bonds**	Sub-Project: 1816	Non Departmental	$ 280,223.00	$ 280,223.00	$ -	$ -	100%
		Sub-Project: 81601	Police facilities - Bonds	$ 16,837,582.00	$ 16,827,196.46	$ -	$ 10,385.54	1046%
		Sub-Project: 81602	Fire facilities - Bonds	$ 8,874,331.00	$ 8,838,666.60	$ -	$ 35,664.40	5387%
Project: 816 Total				**$ 25,992,136.00**	**$ 25,946,086.06**	**$ -**	**$ 46,049.94**	
Project: 817	**Svc Cntr&City Hall - Bonds Prop 2**	Sub-Project: 81701	Service Center - Bonds Prop 2	$ 10,758,136.00	$ 9,960,330.37	$ -	$ 797,805.63	407%
		Sub-Project: 81702	City Hall - Bonds Prop 2	$ 28,178,051.00	$ 18,949,653.35	$ 8,687,094.80	$ 541,302.85	431%
Project: 817 Total				**$ 38,936,187.00**	**$ 28,909,983.72**	**$ 8,687,094.80**	**$ 1,339,108.48**	
Project: 819	**MLK Center & Animal Shelter**	Sub-Project: 1819	NonDepartmental - MLK Center CIP	$ 39,846.00	$ 39,846.00	$ -	$ -	100%
		Sub-Project: 81901	MLK Center rehab	$ 3,630,196.00	$ 3,479,555.63	$ 123,101.48	$ 27,538.89	364%
		Sub-Project: 81902	Animal Shelter	$ 2,050,000.00	$ 1,669,147.32	$ -	$ 380,852.68	322%
Project: 819 Total				**$ 5,720,042.00**	**$ 5,188,548.95**	**$ 123,101.48**	**$ 408,391.57**	
Project: 842	**Information Services Tech CIP**	Sub-Project: 1842	Nondepartmental IT CIP	$ 367,216.00	$ 367,216.00	$ -	$ -	200%
		Sub-Project: 999	Unallocated	$ -	$ -	$ -	$ -	0%
Project: 842 Total				**$ 367,216.00**	**$ 367,216.00**	**$ -**	**$**	
Project: 860	**Grant Projects**	Sub-Project: 8602	HSI - Organized Crime Task Force	$ -	$ 502.80	$ -	$ (502.80)	0%

Project Performance Report Thru 8.31.2025

Fund	Fund Description	Sub Project #	Sub Project Name	Budget.	Expenses.	Encumbrances.	Balances.	% Used.
Project: 860 Total				**$ -**	**$ 502.80**	**$ -**	**$ (502.80)**	**0%**
Project: 900	**Land Acquisition Fund**	Sub-Project: 1900	Nondepartmental - FD 900 / Land Acquisition CIP	$ 9,327.00	$ 9,327.00	$ -	$ -	100%
		Sub-Project: 90002	Land Purchase	$ 369,335.00	$ 369,334.27	$ -	$ 0.73	100%
Project: 900 Total				**$ 378,662.00**	**$ 378,661.27**	**$ -**	**$ 0.73**	
Project: 925	**Economic Development**	Sub-Project: 92501	Economic Development	$ 883,194.00	$ 442,193.15	$ -	$ 441,000.85	50%
Project: 925 Total				**$ 175,000.00**	**$ 267,193.15**	**$ -**	**$ (92,193.15)**	

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.d.

Agenda Item: Consider adopting Resolution No. 2025-29, ratifying the submission of the City of Huntsville's Application to the U.S. Department of Transportation Build America Bureau's Rural and Tribal Assistance Pilot Program and authorizing the acceptance of grant funds if awarded.

Initiating Department/Presenter: Finance

Presenter:
Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution No. 2025-29, ratifying the submission of the City of Huntsville's Application to the U.S. Department of Transportation Build America Bureau's Rural and Tribal Assistance Pilot Program and authorize the City Manager, or designee, to accept grant funds if awarded and execute all necessary documents.

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 Infrastructure Investment and Jobs Act (IIJA) created the *Rural and Tribal Assistance Pilot Program (RTA)*, administered by the Build America Bureau, to provide up to $54.2 million in no-match grants to support legal, technical, and financial advisory services for advancing infrastructure projects in rural and tribal communities.
On September 8, 2025, staff submitted an application requesting assistance for planning and preliminary engineering related to the Huntsville Parks Trail Connectivity Project. The proposed project will link major community parks, neighborhoods, schools, and downtown Huntsville through a safe, ADA-compliant multi-use trail network. If awarded, the grant will fund feasibility studies, preliminary design, and financial planning necessary to position the City to pursue future federal construction grants such as RAISE and INFRA.
Council authorization is requested to formally ratify the application and to authorize acceptance of funds if awarded. This action ensures compliance with federal requirements and City policy.

Previous Council Action: On August 5, 2025, City Council adopted the Parks and Recreation Master Plan, which identifies multi-use trails and connectivity as a top priority for recreation and transportation.

Financial Implications: There is no required local match. If awarded, the grant would provide full funding for the proposed advisory services.

Approvals:
Lance Hall
Sam Masiel

Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2025-29
2. Application Narrative Prepared for App Submission
3. 2025 RTA Online Application Questions

RESOLUTION NO. 2025-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, RATIFYING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION BUILD AMERICA BUREAU RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM, AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IF AWARDED.

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) created the Rural and Tribal Assistance Pilot Program (RTA), administered by the Build America Bureau, to provide grants to support legal, technical, and financial advisory services that advance infrastructure projects in rural and tribal communities; and

WHEREAS, the City of Huntsville qualifies as an eligible applicant under the program guidelines and has identified the Huntsville Parks Trail Connectivity Project as a priority initiative to enhance multi-modal transportation, improve quality of life, and prepare the City to compete for future federal construction funding; and

WHEREAS, on September 8, 2025, City staff submitted an application requesting Rural and Tribal Assistance Pilot Program grant funding to support feasibility studies, preliminary engineering, and financial planning related to the Huntsville Parks Trail Connectivity Project; and

WHEREAS, the City Council of the City of Huntsville, Texas, finds that it is in the best interest of the City and its citizens to ratify this application and to authorize acceptance of grant funding if awarded;

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

SECTION 1. The City Council hereby ratifies the submission of the application to the United States Department of Transportation Build America Bureau's Rural and Tribal Assistance Pilot Program.

SECTION 2. The City Council authorizes the City Manager, or designee, to accept grant funds if awarded, to execute all necessary agreements, documents, and certifications required by the U.S. Department of Transportation, and to take all actions necessary to implement the grant on behalf of the City.

SECTION 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 16 day of September 2025.

THE CITY OF HUNTSVILLE

_____

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Kristy Doll, City Secretary

_____

Leonard Schneider, City Attorney

CITY OF HUNTSVILLE, TEXAS
2025 Rural and Tribal Assistance Pilot Program
Huntsville Parks Trail Connectivity Project

Application Narrative (For Council Agenda Packet)

City of Huntsville – Draft Application

2025 Rural and Tribal Assistance Pilot Program (RTA)

1. Name and contract information of person for matters involving this application:

Primary Contact: Christina Bodin-Turner, Grants Manager

Address: 1212 Avenue M, Huntsville, Texas 77340

Phone: +1-936-291-5981

Email: cbturner@huntsvilletx.gov

2. Entity name, Address and Website

Organizational Name: City of Huntsville

Address: 1212 Avenue M, Huntsville, Texas 77340

Website: www.huntsvilletx.gov

3. Employer/Taxpayer Identification Number (EIN/TIN)

74-6001426

4. Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov

N23AGN86Z7L3

5. Entity/Organization headquarters is in this congressional district:

17th Congressional District

Project is in this congressional district:

17th Congressional District

6. Below is a list of eligible entities for this program. Please select one.

A unit of local government or political subdivision seeking to advance a project that is located outside of an urbanized area that has a population of more than 150,000 residents.

7. Project Title:

Huntsville Parks Trail Connectivity Project

8. Project Location: Must be listed as either street address, including City, State, and Zip Code, or as latitude/longitude.

Approximate coordinates of the center of the trail project:

Latitude: 30.7236 / Longitude -95.5577

9. Overall Project Description & Total Project Cost (400 words max)

Overall Project Description & Total Project Cost

The City of Huntsville proposes the Huntsville Parks Trail Connectivity Project, a multi-use trail network that will link major community parks, neighborhoods, schools, and downtown Huntsville. This project will create a continuous, ADA-compliant non-motorized corridor that expands equitable access and advances a regional vision for multimodal transportation.

Project Type & Features: Features include paved multi-use trails, bridges as needed, lighting, signage, and trailheads with benches and wayfinding. By connecting directly into downtown, the project will expand access to businesses, civic institutions, Sam Houston State University, and cultural destinations. While this application focuses on planning and design for the transportation backbone, the system will also be designed with flexibility to accommodate future enhancements advancing cultural, educational, and heritage goals when funding becomes available.

Schedule: Activities will include feasibility studies, environmental review, preliminary engineering, stakeholder engagement, and cost estimation. Activities will be completed in 24–30 months, positioning the project to seek construction funding through RAISE.

Estimated Total Project Cost: Based on the Parks and Recreation Master Plan, the total buildout of the trail network is estimated at $18 - 20 million, depending on final design, environmental requirements, and right-of-way acquisition. The requested RTA funding is $2 million, representing approximately 10% of the anticipated project cost, to support pre-construction activities and ensure the project is advanced to implementation readiness.

Public Support and Community Need

Development of the Parks and Recreation Master Plan included extensive engagement, with more than 300 residents participating in surveys, workshops, and open houses. "Trails, Paths & Connectivity" was ranked as the top community priority, and 31% of survey respondents identified trails as their top need—more than any other facility type.

Equity & Accessibility

The Master Plan also identified significant deficiencies in accessibility and connectivity. The "10-Minute Walk Analysis" showed neighborhoods lacking safe pedestrian or bicycle access, with many facilities not ADA-compliant. Equity mapping highlighted areas with low car ownership and lower-income households, where residents are most impacted by limited non-motorized options. Major arterials such as 11th Street and Sam Houston Avenue—vital connections between downtown, SHSU, and neighborhoods—currently lack adequate

facilities. A joint City–County project is pursuing funding to improve sidewalks along these corridors, and the proposed trail network will extend that momentum by linking those improvements into the broader park system.

Alignment with Program Goals:

Transportation Purpose: Expands multimodal options with safe, ADA-compliant trails serving recreation and daily transportation.

Advancement Toward Implementation: Completes design and environmental review, positioning the project for construction funding.

Equity & Access: Addresses documented gaps, providing affordable, safe mobility for students, older adults, and households without vehicles.

Economic & Regional Benefits: Downtown connectivity will support small businesses, tourism, and Huntsville's role as a regional hub.

Future Readiness: Provides a flexible backbone for future enhancements, advancing cultural, educational, and heritage goals when funding becomes available.

Conclusion: RTA funding will advance design, address community priorities, improve access, and position Huntsville for long-term success.

Total Word Count: 482.

9a. Estimated Project Cost (do not use decimals, commas or dollar sign symbols):

20000000

10. Is the applicant delinquent on any federal debt?

NO

11. Appropriateness of services requested:

11a. Please describe the activities/advisory services for which you are seeking program funds and how these activities will materially advance your overall project (400 words)

The City of Huntsville seeks RTA support to procure professional advisory services that will complete the critical pre-construction steps identified in the City's 2025 Parks and Recreation Master Plan and outlined in this application's project description. While the overall project

envisions a connected system of ADA-compliant multi-use trails, the immediate need is for technical expertise to move the concept from planning into design and environmental clearance, ensuring the project is positioned for federal construction funding.

The requested funds will support:

Feasibility and Alignment Studies: Evaluating potential trail routes for constructability, floodplain considerations, and connectivity to priority destinations such as downtown, schools, and Sam Houston State University.

Environmental Review and Permitting: Identifying environmental impacts, completing baseline studies, and preparing required documentation to ensure compliance with NEPA and other regulatory requirements.

Preliminary Engineering and Design: Developing conceptual drawings, preliminary cross-sections, trailhead layouts, and bridge concepts where needed. This work will include cost estimation and phasing strategies.

Financial and Funding Analysis: Preparing detailed cost estimates, evaluating financing options, and documenting revenue and funding strategies to leverage programs such as INFRA and RAISE (formerly BUILD).

Public Benefits and Cost–Benefit Analyses: Quantifying community benefits including mobility, safety, equity, and economic development, to strengthen competitive applications for construction funding.

These activities, including feasibility studies, preliminary engineering, cost estimation, environmental review, financial analyses, and public benefits studies, are all specifically identified as eligible services under the Rural and Tribal Assistance Program.

How These Services Advance the Project

By completing these activities, Huntsville will advance from a community-supported vision to a project with documented feasibility, defined design parameters, and clear cost estimates. This work will materially advance the project by:

Delivering the engineering and environmental documentation required for construction grant applications;

Establishing cost certainty and financing strategies to align local, state, and federal resources;

Demonstrating quantifiable public benefits that address mobility, equity, and economic development priorities.

Together, these deliverables will transform the Parks Trail Connectivity Project from a concept in the adopted Master Plan into a “shovel-ready” initiative, enabling the City to compete for federal construction dollars and deliver a regional-scale transportation

investment that expands equitable access and strengthens Huntsville's long-term growth strategy.

Total Word Count: 355

11b. Requested Funds from this program (do not use decimals, commas or dollar sign symbols): 2000000

11c. Estimated cost of activities proposed: 2000000

11d. Describe what project related development activities have been completed, if any List N/A if none. No more than 250 words.

The City of Huntsville has completed several foundational activities to advance the Huntsville Parks Trail Connectivity Project. In August 2025, the City Council formally adopted the updated Parks and Recreation Master Plan, which identifies a city-wide multi-use trail system as a top priority. This plan was developed through a comprehensive process including a parks inventory, demand assessment, a 10-minute walk analysis, and benchmarking against national and state standards.

Extensive community engagement supported this effort, including an online survey (333 responses), public workshops, and an open house event. Residents consistently ranked trails, paths, and connectivity as the top priority for future park investments.

The Master Plan provides conceptual trail alignments totaling approximately 36 miles, with connections to major parks, neighborhoods, downtown Huntsville, and Sam Houston State University. This work identified service gaps in walkability, maps underserved areas, and highlights opportunities to leverage existing rights-of-way and drainage corridors.

Additionally, the City has initiated coordination across departments to integrate trail planning with ongoing drainage, transportation, and downtown revitalization efforts. Preliminary cost opinions for priority projects have also been developed as part of the Master Plan.

Collectively, these completed planning and engagement activities provide a strong foundation for advancing into preliminary engineering, environmental review, and cost estimation under this grant.

Total Word Count: 207

12. Viability of grant services requested

a. Please describe the following: either (1) your organization's experience procuring advisory services or (2) your organization's process for timely hiring of staff. State if you

have additional funds available to commit to this effort, should grant funding provided prove insufficient to complete the proposed activities. (no more than 400 words)

The City of Huntsville intends to procure advisory services from a qualified multidisciplinary consulting firm specializing in transportation planning, trail design, and environmental review. The selected firm will deliver feasibility analysis, preliminary engineering, cost estimates, and environmental documentation needed to advance the Huntsville Parks Trail Connectivity Project toward construction readiness and future federal funding eligibility.

The City has a proven record of managing professional services contracts for complex infrastructure and recreation projects. Recent examples include engaging Burditt Consultants to prepare the Parks and Recreation Master Plan, authorizing Walter P. Moore & Associates to provide engineering services for the Dawson Lake Dam Drainage Project, and retaining LJA Engineering for drainage improvements. These procurements demonstrate Huntsville's established capacity to issue solicitations, evaluate qualifications, negotiate agreements, and oversee consultant performance in compliance with Texas Local Government Code Chapters 252 and 2254 and federal procurement standards (2 CFR 200.317–327).

Upon award, the City will issue a competitive Request for Qualifications to secure a firm with proven expertise in trail and multimodal design. Huntsville's successful administration of similar professional service agreements ensures that the procurement process will yield qualified proposals and reliable cost frameworks aligned with the RTA funding request.

The City has not allocated FY26 funds for these services and will rely entirely on RTA grant funding to complete the proposed activities. If costs exceed the award, the City will adjust project phasing or scope to ensure that essential deliverables—feasibility, engineering, cost estimation, and environmental review—are completed within available resources.

This approach reflects best practices in federally funded planning efforts, where demonstrating procurement readiness, consultant management capacity, and realistic scope expectations are critical to advancing a project toward construction funding. Through its established procurement framework and reliance on RTA resources, Huntsville will contract a qualified advisory team, deliver the technical documentation needed to materially advance the project, and position the community to compete successfully for federal construction funding.

Total Word Count: 316

12b. Have you obtained a bid, quote or estimate for the services requested in this application? If 'No' provide a statement of how you determined estimated cost of proposed activities.

No. The City has not obtained a bid or quote for these services. The firm that prepared the Parks Master Plan has estimated the total project cost at approximately $20,000,000. Based on this estimate, the planning and design phase was calculated at $2,000,000, or 10% of the

total. This percentage aligns with standard practice for preliminary engineering and planning phases, covering feasibility, environmental review, and early design.

13. BY checking this box and submitting this application, I certify that the statements contained here are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 18, Section 1001).

Rural and Tribal Assistance Pilot Program

Review copy of Online Application Form

**All fields must be completed.*

1. Name and contact information of person for matters involving this application:

First and last name*:

Title*:

Phone*:

Email*:

2. Entity name, address, and website:

Organization/Entity Name*:

Address (#, street - no P.O. box numbers)*:

City*:

State*:

Zip Code*:

Website address, if applicable:

3. Employer/Taxpayer Identification Number (EIN/TIN)*:

4. **Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov*:**

5. **Entity/Organization headquarters is in this congressional district(s)*:**

Project is in this congressional district(s)*:

6. **Below is a list of eligible entities for this program. Please select the one option that describes your eligibility*:** *(For local governments, political subdivisions, or states: Refer to NOFO Section II. A: Eligible Applicants and Section II. E Definition of Rural Areas for qualification.)*

- ☐ A unit of local government or political subdivision seeking to advance a project that is located outside of an urbanized area that has a population of more than 150,000 residents
- ☐ A State seeking to advance a project located outside of an urban area with a population of more than 150,000 residents
- ☐ A federally recognized Indian Tribe sponsoring a project on or impacting their tribal lands
- ☐ The Department of Hawaiian Home Lands to sponsor projects on or impacting Hawaiian Home Lands

7. **Project title*:** *(Descriptive title of project for which you seek funding)*

8. **Project location*:** Must be listed as either street address, including city and state, or as latitude/longitude. *(Note: For Indian Tribes, the project location does not have to meet the non-urban area requirement.)*

Address (#, street- no P.O. box numbers):

City:

State:

Zip Code:

OR

Latitude:

Longitude:

9. **Briefly describe the overall project (no more than 500 words)*:** Include project type (i.e., bridge, roadway, transit service), features to be constructed, project schedule, and estimated total project cost..

9a. Estimated total project cost*:

10. **Is the applicant delinquent on any federal debt?***

- ☐ Yes
- ☑ No

If yes, explain:

11. **Appropriateness of services requested*:** *(See Section VI. B. Criterion #1 of the NOFO for your review and evaluation information.)*
    a. **Please described the activities/advisory services for which you are seeking program funds and how these activities will materially advance your overall project. (no more than 400 words)***

b. **Requested funds from this program*:**

c. **Estimated cost of activities proposed*:**

d. **Describe what project-related development activities have been completed, if any. List N/A if none. Examples include: data or information that has been collected or activities conducted that are necessary to complete the activities funded through this Program. (no more than 250 words)***

12. **Viability of grant services requested:** *(See Section VI. B. Criterion #2 of the NOFO for review and evaluation information.)*

    a. **Please describe the following: Either 1) your organization's experience procuring advisory services or 2) your organization's process for timely hiring of staff (i.e. defined job description, recruitment process). State if you have additional funds available to commit to this effort should grant funding provided prove insufficient to complete the proposed activities. If additional funds will be provided, include the amount and source of the local funding**

commitment. (no more than 400 words)*

b. Applicants are encouraged to seek bids or quotes, or to estimate the amount of dedicated staff time for the services being requested to demonstrate the reasonableness of the requested funding in this application. **Have you obtained a bid, quote, or estimate for the services requested in this application?***

☐ Yes (to be submitted later if awarded grant)

☐ No (provide statement of how you determined estimated cost of proposed activities)

13. ☐ **By checking this box and submitting this application, I certify that the statements contained herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)***

Signature (e-signature is sufficient)* Date*

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.e.

Agenda Item: Consider adopting Resolution No. 2025-31 - authorizing the City Manager to execute the Texas Department of Transportation Reimbursable Grant Agreement for the FY2026 Routine Airport Maintenance Program (RAMP) at Huntsville Municipal Airport.

Initiating Department/Presenter: Finance

Presenter:
Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to adopt Resolution No. 2025-31 - authorizing the City Manager to execute the Texas Department of Transportation Reimbursable Grant Agreement for the FY2026 Routine Airport Maintenance Program (RAMP) at 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:

The Texas Department of Transportation Aviation Division offers the Routine Airport Maintenance Program (RAMP) to assist municipalities in maintaining airport facilities. The program reimburses the City for eligible maintenance expenses at the Huntsville Municipal Airport, ensuring the continued safety, functionality, and accessibility of the airport. Typical reimbursable items include pavement repairs, lighting maintenance, airfield signage, and other approved upkeep activities necessary to support aviation operations.

Participation in the RAMP program provides critical cost savings and allows the City to extend the useful life of airport infrastructure while maintaining compliance with state and federal standards. The City has historically participated in this program each year, reflecting an ongoing partnership with TxDOT to support local and regional aviation needs.

Previous Council Action: The City Council has previously authorized execution of the annual RAMP Grant Agreements in support of Huntsville Municipal Airport, demonstrating the City's ongoing participation in the Texas Department of Transportation's Routine Airport Maintenance Program.

Financial Implications:

The Texas Department of Transportation Aviation Division administers the Routine Airport Maintenance Program (RAMP) to provide financial assistance for airport maintenance projects. Under the FY2026 agreement, the estimated annual routine airport maintenance project cost is $111,111.11. The State's

share will cover up to ninety percent (90%) of eligible costs, not to exceed One Hundred Thousand Dollars and 00/100 ($100,000.00). The City of Huntsville will be responsible for the remaining ten percent (10%) match of approximately Eleven Thousand One Hundred Eleven Dollars and 11/100 ($11,111.11).

Funds will be reimbursed by TxDOT for eligible costs incurred by the City, as defined in the agreement. The City's cost share has been included in the FY2026 Capital Improvement Plan (CIP) Budget.

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. RAMP2026 for Signature
2. Resolution 2025-31

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2617HUNT

Part I - Identification of the Project

TO: The City of Huntsville, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Huntsville, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the HUNTSVILLE - HUNTSVILLE MUNI Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost.The State will not participate in funding for force account work conducted by the Sponsor.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Identification of pavement utilization by airplane design group for the entire airport

      5. Equal effectiveness at both towered and non-towered airports

      6. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and

m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and

n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Huntsville, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20___.

The City of Huntsville, Texas

_____
(*Sponsor*)

_____
(*Sponsor Signature*)

_____
(*Sponsor Title*)

_____
(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

_____
(*Typed Name*)

_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, _____ do certify that the City of Huntsville will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the City of Huntsville spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Huntsville will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

City of Huntsville
_____
(Sponsor)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2617HUNT

The City of Huntsville ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

The City of Huntsville, Texas

(*Sponsor*)

(Sponsor Signature)

(Sponsor Title)

(Date)

Designated Representative

Mailing Address: _____

_____

_____

Overnight Mailing Address: _____

_____

_____

Telephone/Fax Number: _____

_____

Email address: _____

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2026 ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Texas Department of Transportation (TxDOT) Aviation Division administers the Routine Airport Maintenance Program (RAMP) to provide financial assistance for eligible airport maintenance projects; and

WHEREAS, the City of Huntsville, as Sponsor of the Huntsville Municipal Airport, is eligible to participate in the RAMP program; and

WHEREAS, under the Fiscal Year 2026 agreement, the estimated annual routine airport maintenance project cost is $111,111.11, with TxDOT providing up to ninety percent (90%) of eligible project costs, not to exceed One Hundred Thousand Dollars and 00/100 ($100,000.00), and the City of Huntsville responsible for the ten percent (10%) local match of approximately Eleven Thousand One Hundred Eleven Dollars and 11/100 ($11,111.11); and

WHEREAS, the City's cost share has been included in the proposed Fiscal Year 2026 Capital Improvement Plan Budgetl and

WHEREAS, the City Council finds that continued participation in the RAMP program supports the maintenance and operation of the Huntsville Municipal Airport and serves the public interest;

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute the Reimbursable Grant Agreement with the Texas Department of Transportation for the Fiscal Year 2026 Routine Airport Maintenance Program (RAMP), TxDOT Project ID M2617HUNT.

SECTION 2. That the City Council approves the City's financial obligation of approximately Eleven Thousand One Hundred Eleven Dollars and 11/100 ($11,111.11), with TxDOT reimbursing up to One Hundred Thousand Dollars and 00/100 ($100,000.00) for eligible project costs.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 16 day of September 2025.

THE CITY OF HUNTSVILLE

_____

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Kristy Doll, City Secretary

_____

Leonard Schneider, City Attorney

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.f.

Agenda Item: Consider authorizing the City Manager to approve a supply agreement for water meters, software, and associated supply items.

Initiating Department/Presenter: Public Works

Presenter:
Kim Kembro, Assistant Public Works Director

Recommended Motion: Move to authorize the City Manager to approve a supply agreement with Badger Meter for water meters, software, and associated supply items.

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: It is necessary for the City to purchase water meters and related supply items as needed to measure water usage for residential, commercial, and industrial utility customers for the purposes of accurate billing and tracking for water consumption, and to minimize water loss throughout the City. A reliable supplier of water meters, software and related supplies is imperative to maintain the ongoing meter replacement program, as well as daily operations, throughout the fiscal year.

To address the requirements cited above, the City has utilized Badger Meters exclusively for over 30 years due to Badger's quality, accuracy, durability, pricing, and customer service. The American Water Works Association (AWWA) recommends replacement of water meters approximately every ten (10) years, while the City's experience has been that Badger Meters consistently exceed this replacement threshold. Currently, the City has approximately 12,600 meters in service.

The City has historically purchased from Badger under a sole source exemption from competitive bidding, with periodic outreach to the open market via competitive bidding – the latest competitive solicitation was issued in 2017 and resulted in five (5) responses; one from Badger, and the remaining responses from bidders offering other meter manufacturers, including Neptune, Sensus, ABB, and Zenner Meters. Due to the significant financial expenditure required to change meter manufacturers and to retrofit the City's existing meter infrastructure to be readable by another manufacturer's software, among other equipment purchases that would have been necessary, City Public Works management recommended an award to Badger Meter. City Council unanimously approved an award to Badger Meter in its meeting of June 20, 2017.

The agreement related to the above-referenced award has expired, and staff is recommending a new award to Badger Meter under the sole-source competitive bidding exemption afforded by Texas Local Government Code, Chapter 252.022, (7)(A) for items available from only one source because of patents, copyrights, secret processes or natural monopolies. Please note the associated information

substantiating the sole source nature of this procurement, including a Sole Source Affidavit and Sole Source Letter as provided by Badger Meter.

Public Works management staff recommends approval of a supply agreement with Badger Meter for meters and related items and supplies at firm pricing through July 7, 2026, as reflected in the attached price quotation dated July 7, 2025, from Badger Meter. Badger Meter has affirmed that beyond the stated July 7, 2026, expiration, any request for price increase would be only in the amount of, and substantiated with written verification of, a commensurate increase in the pertinent Producer Price Index (PPI) over the subject supply agreement period.

Previous Council Action: City Council approved a supply on January 7, 2025.

Financial Implications: This item is budgeted in the following accounts: 220-362-54050, $75,000; 220-361-53060, $20,000; and 220-362-52150, $45,000.

Approvals:
Kim Kembro
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Executed City of Huntsville
2. Proposal_3788186_07-10-2025

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

June 18, 2025

Mr. Paul Widner
City of Huntsville
448 Highway 75
Huntsville, TX 77320

RE: Sole Source Letter

Dear Mr. Widner:

This letter will confirm that Badger Meter is the sole source provider of E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints for the City of Huntsville.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

Badger Meter

Domestic Quotation
Quotation No. 3788186

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00422108

CITY OF HUNTSVILLE
1212 AVENUE M
HUNTSVILLE
Texas , 773404608

Revised Date:
Pricing Effective Dates: 07-07-2025 - 07-07-2026

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005744 SABRINA ALAQUINEZ	Proposal_3788186_07-10-2025	PREPAY/NO CHARGE For SHIPMENTS > $35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	**BMI Part No.**: **101-4106** **Cat String**: DS-BAB-PB1P-XXD3-Y2-M1CA-2B1X1-8BE-NN-XX-TF-XX-B0A **Description:** Disc, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 6 PACK,	1	161.12	161.12
2	**BMI Part No.**: **101-2113** **Cat String**: DS-KCC-PB2P-XXD3-Y2-M1CA-2B1X1-8BE-NN-XX-TF-XX-B0A **Description:** Disc, 70 1"(10-3/4), Brz Btm 430SS-all, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 4 PACK,	1	328.60	328.60
3	**BMI Part No.**: **101-5347** **Cat String**: DS-NDB-PFAS-XXD3-Y2-M1CA-2B1X1-8CE-NN-XX-TF-XX-B0A **Description:** Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 1 PACK,	1	548.02	548.02
4	**BMI Part No.**: **101-5382** **Cat String**: DS-REB-PFAS-XXD3-Y2-M1CA-2B1X1-8CE-NN-XX-TF-XX-B0A **Description:** Disc, M170 2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, TT-5 FT, BMI STD, 1 PACK,	1	711.95	711.95
5	**BMI Part No.**: **113-8893** **Cat String**: EU-EEA-PXXX-E5-AY-19BE-A6Y2-AGTF-AA-B0A **Description:** E-Series SS, EEA - 2" ELLIPTICAL (2 X 17) Potable, XX - None, X - NONE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-424), Y2 - YR MFG 9D & PBB, Pit/Remote Thru Lid Kit,	1	993.22	993.22

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
	TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)			
6	**BMI Part No.**: **115-5381** **Cat String**: EB-EFC-PXXP-E5-AY-19BE-E3Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EFC - 3" ROUND (3 X 12) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-462/767), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,442.24	2,442.24
7	**BMI Part No.**: **115-7309** **Cat String**: EB-EFD-PXXP-E5-AY-19BE-E3Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EFD - 3" ROUND (3 X 17) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-462/767), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,480.40	2,480.40
8	**BMI Part No.**: **115-5382** **Cat String**: EB-EGC-PXXP-E5-AY-19BE-E4Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EGC - 4" ROUND (4 X 14) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-464/768), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,946.80	2,946.80
9	**BMI Part No.**: **115-7310** **Cat String**: EB-EGD-PXXP-E5-AY-19BE-E4Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EGD - 4" ROUND (4 X 20) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 0.1 Gal, E - 1,000 BADGER STD (TS-464/768), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	2,984.96	2,984.96
10	**BMI Part No.**: **115-7311** **Cat String**: EB-EHB-PXXP-E5-AY-19CE-E6Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EHB - 6" ROUND (6x18) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-562/773), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	4,390.52	4,390.52
11	**BMI Part No.**: **115-6867** **Cat String**: EB-EHD-PXXP-E5-AY-19CE-E6Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EHD - 6" ROUND (6x24) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-562/773), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	4,625.84	4,625.84

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
12	**BMI Part No.**: **115-3903** **Cat String**: EB-EJB-PXXP-E5-AY-19CE-E8Y2-AGTF-AA-B0A **Description:** E-Series B-Alloy, EJB - 8" ROUND (8x20) W/ TEST PLUG Potable, XX - None, P - PRESSURE Encoder, ORION CELLULAR, Standard, 9 Dial - 1 Gal, E - 1,000 BADGER STD (TS-563), Y2 - YR MFG 9D & PBB, Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	5,363.60	5,363.60
13	**BMI Part No.**: **112-8490** **Cat String**: R4-BA1-M1AY-2B1-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	226.84	226.84
14	**BMI Part No.**: **100-6193** **Cat String**: R4-BA1-M1DA-2B1-8BE-NX-AG-TF-AA-B0A **Description:** REG 4, M25, HR-E, ORION ME, PL Lid/Shrd-GRY, Trx Scrw, 8D-0.1 Gal, SN YR 9D in, Thru Ld Instl Kit, TT-5 FT, Grnd/Ocean-Pause, BMI STD, 24 PACK,	1	210.94	210.94
15	**BMI Part No.**: **111-3248** **Cat String**: E4-4E-AY-AG-TAAA-B0A **Description:** E4 - Endpoint Only, For Encoder, ORION CELLULAR, Pit/Remote Thru Lid Kit, TWIST TIGHT - 8 IN (EP), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1	146.28	146.28
16	**BMI Part No.**: **100-1597** **Cat String**: E4-4E-DA-AG-TAAA-B0A **Description:** EP Only, For Enc, ORION ME, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK,	1	131.44	131.44
17	**BMI Part No.**: **114-8847** **Cat String**: R4-RD1-M1AY-2B1-8CE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: Model 170- 2" , HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	125	224.89	28,111.20
18	**BMI Part No.**: **115-5325** **Cat String**: R4-KC1-M1AY-2B1-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: KC1 - MODEL 70 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	125	224.89	28,111.20

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Line #	Description	Qty	Unit Net Price USD	Line Totals USD
19	**BMI Part No.**: **114-9771** **Cat String**: R4-DB1-M1AY-2B1-8BE-NX-AG-TF-AA-B0A **Description:** R4 - REGISTRATION FOR: DB1 - MODEL 35 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	110	224.89	24,737.86

Subtotal - USD	109,653.03
Total Price - USD	109,653.03

Notes and Assumptions

The customer has the option to renew the quote on July 7, 2026, with pricing adjusted based on the Consumer Price Index (CPI) for the following year.

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

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CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.g.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with HR Green, INC. for professional engineering services for the FY 24-25 CIP Project# 11 (Table ES-8, AJ-10 Basin) Wastewater Line Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with HR Green, INC. for professional engineering services for the FY 24-25 CIP Project #11 (Table ES-8, AJ-10 Basin) Wastewater Line Replacement Project in the amount of $239,461.20. This authorization includes Phase 1, 2, 3 and Additional Services.

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: A Request for Qualification (RFQ No 25-23) process was conducted for the Robinson Creek Wastewater Treatment Plant (WWTP), McDonald Lift Station (LS), and Sanitary Sewer Lines for six (6) different project areas. Twenty-three (23) applications from Engineering Firms were received. The Evaluation Committee consisted of five (5) staff members (plus three attending staff) from two (2) departments. As a result of this process, the top seventeen (17) Engineering Firms were invited to present their proposals to the committee members for the WWTP, LS, and Sanitary Sewer Lines projects.

HR Green is one of the selected six (6) presenters for the design of the Sanitary Sewer Line projects from Part I (Applications) and Part II (Presentations) Committee Evaluations.

This project includes the replacement of existing 8” clay sanitary sewer lines beginning at the Manhole (Point ID No. 211) approximately 900’ north of FM 2821, just east of FM 247 and terminating at the existing Manhole (Point ID No. 10093), approximately 1,100’ North of Essex Blvd. This project also includes the removal and disposal of existing 8” clay sanitary sewer lines and removal and disposal of existing sanitary sewer manholes along the lines, and design to provide bypass pumping during construction to prevent service interruption.

These existing clay sanitary sewer lines and manholes were identified to be replaced in the 2016 Water and Wastewater Condition and Capacity Assessment Studies (Table ES-8, AJ-10 Basin). This project will reduce the potential I/I situation from the existing old system in the area, and also help the City to maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in the system.

After negotiations of the Scope of Services and Fee Proposals, the total fee proposed by HR Green is $239,461.20; which includes

1. Phase 1 – Design Services $ 126,424.70
2. Phase 2 – Bidding Services $ 11,005.40
3. Phase 3 – Construction Services $ 34,031.10
4. Additional Services, Survey $ 20,000.00

Geotechnical	$ 20,000.00
Material Testing	$ 28,000.00

The additional Services for this project include Survey, Geotechnical, and some of the Material Testing that is needed during the design Phase 1. Traffic Control Plan, Storm Water Pollution Prevention Plan (SWPPP), and Tree Protection will be provided in this Phase 1.

Previous Council Action: The City Council approved FY 2024-2025 CIP budget for Project #11.

Financial Implications: ☐**Item is budgeted:** FY 24-25 CIP and 2025 Bond Issue in the amount of $250,000 for Design.

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

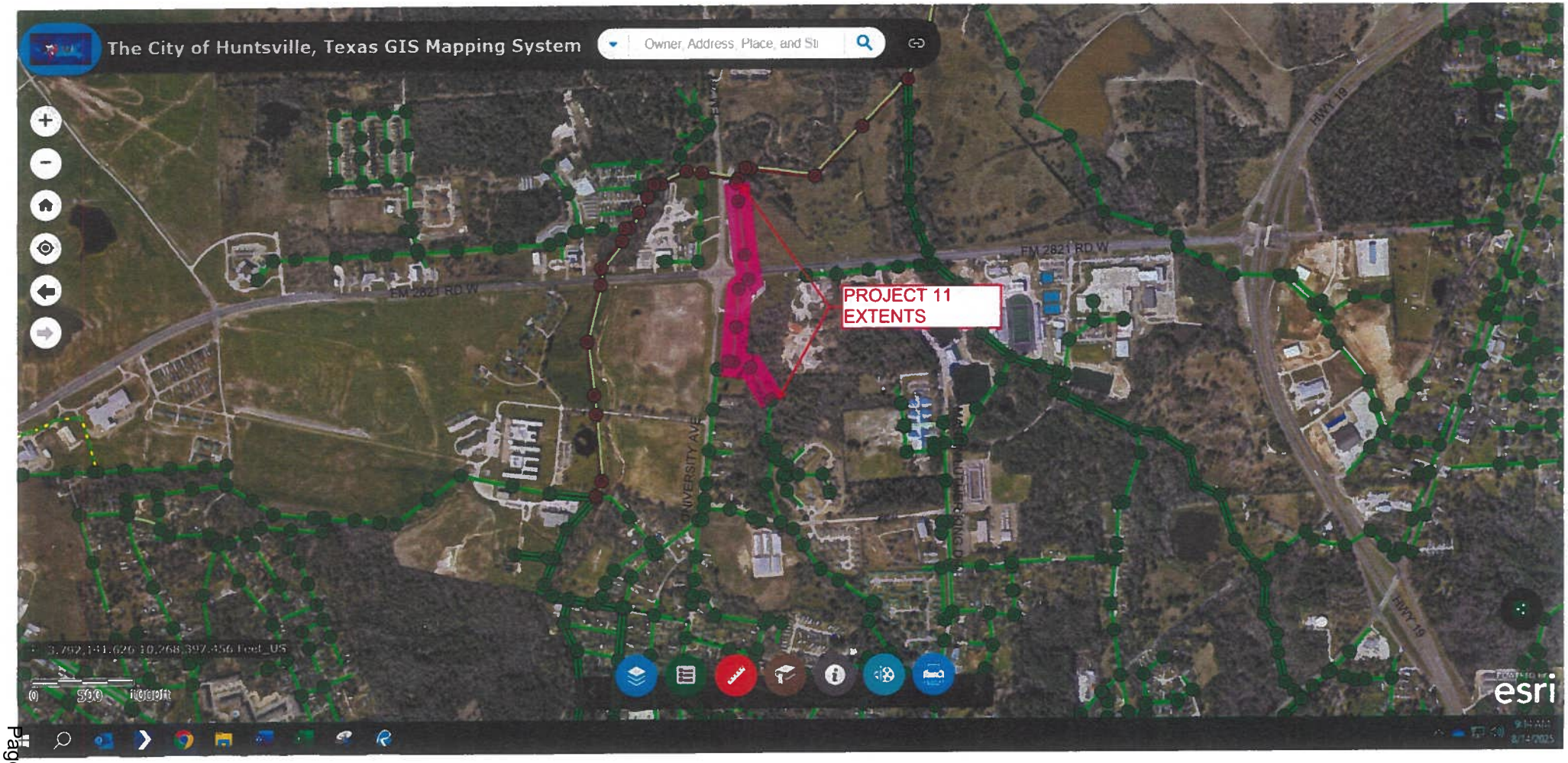
Associated Information:
1. Map Project 11
2. Draft 2025-08-18 HR Green-Hunstville Project 11 SCOPE AND FEE

CITY OF HUNSTVILLE - WASTEWATER SYSTEM IMPROVEMENTS
PROJECT 11
REMOVAL AND REPLACEMENT OF EXISTING 8-INCH SS WITH NEW 8-INCH SS

OVERALL PROJECT AREA MAP

HRGreen.

EXTENT OF SANITARY SEWER REPLACEMENT FOR PROJECT 11



CITY OF HUNSTVILLE - WASTEWATER SYSTEM IMPROVEMENTS
PROJECT 11
REMOVAL AND REPLACEMENT OF EXISTING 8-INCH SS WITH NEW 8-INCH SS

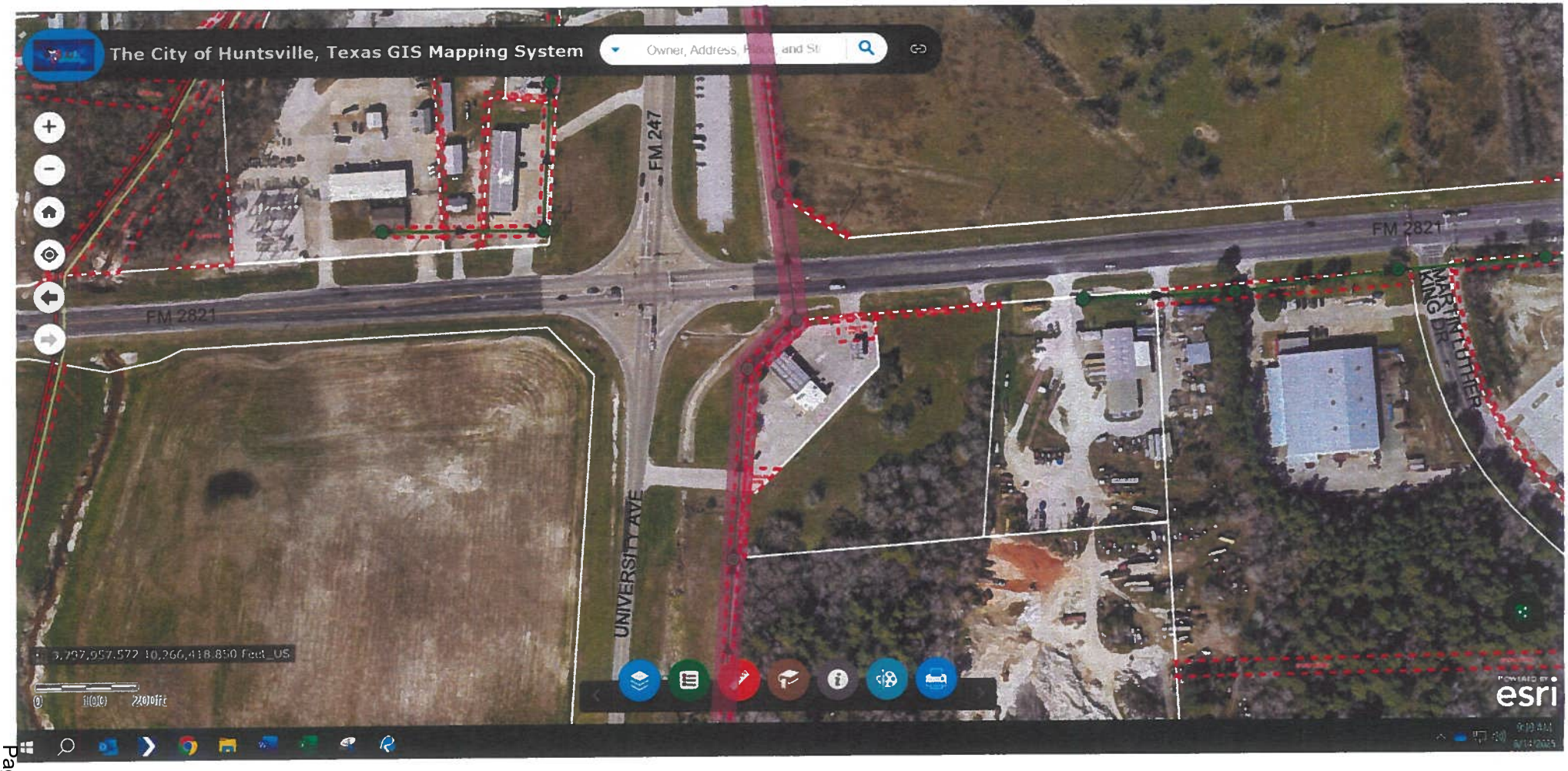
HRGreen.

EXTENT OF SANITARY SEWER REPLACEMENT FOR PROJECT 11

CITY OF HUNSTVILLE - WASTEWATER SYSTEM IMPROVEMENTS
PROJECT 11
REMOVAL AND REPLACEMENT OF EXISTING 8-INCH SS WITH NEW 8-INCH SS

HRGreen.

EXTENT OF SANITARY SEWER REPLACEMENT FOR PROJECT 11



CITY OF HUNSTVILLE - WASTEWATER SYSTEM IMPROVEMENTS
PROJECT 11
REMOVAL AND REPLACEMENT OF EXISTING 8-INCH SS WITH NEW 8-INCH SS

HRGreen.

EXTENT OF SANITARY SEWER REPLACEMENT FOR PROJECT 11

Draft

PROFESSIONAL SERVICES AGREEMENT

For

Design and Contract Documents for the
City of Huntsville Sanitary Sewer Improvements
(Project 11)

Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM, F.ASCE
City Engineer - Huntsville, Texas
City Service Center
448 State Highway 75
Huntsville, TX 77320

John N. Mudd, PE
HR Green, Inc.
11011 Richmond Ave. Ste. 200
Houston, Texas 77042
HR Green Project No. 2502330

August 18, 2025

TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

4.0 ADDITIONAL SERVICES

5.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

6.0 SERVICES BY OTHERS

7.0 CLIENT RESPONSIBILITIES

8.0 PROFESSIONAL SERVICES FEE

9.0 TERMS AND CONDITIONS

EXHIBIT A – LEVEL OF EFFORT BREAKDOWN

EXHIBIT B – ENGINEER'S OPINION OF PROJECT COSTS

Draft

THIS **AGREEMENT** is between City of Huntsville, TX (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT prepared the 2016 Water and Wastewater Condition and Capacity Assessment Studies (STUDY), dated November 2016 that identified areas of improvement within their wastewater systems including manholes, collection lines, lift stations, and wastewater treatment plant (WWTP). The improvements of the existing sanitary sewer within the "Project 11" area were identified in the STUDY. CLIENT has requested a proposal for designing the removal and replacement of approximately 2,400LF of existing 8-inch sanitary sewer, beginning at a manhole (Point ID No. 211), approximately 900LF north of FM 2821 and terminating at the existing manhole (Point ID No. 10093), approximately 1,100LF north of Essex Blvd.

COMPANY has been retained by CLIENT to provide engineering services for the final design, bidding and construction phases of the project components presented above and within the Scope of Services noted below

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1.2 Design Criteria/Assumptions

COMPANY's approach will focus on proactive communication and project management as well as the application of our broad engineering expertise to deliver applicable system planning alternatives.

- COMPANY will utilize existing data available from CLIENT.
- Design assumptions for sewer line sizing are based on CLIENT provided assessments which have dictated the existing 8-inch sewer line is adequately sized for the given flow conditions.
- Sewer lines are contained either within City maintained right of way or easements owned by the CLIENT.
- Existing sanitary sewer is comprised of clay pipe and will be replaced with new material meeting CLIENT'S standard design criteria for new sanitary sewers.
- There are no existing service lines that tie into the existing sewer lines from adjacent properties. All existing properties, with exception of the gas station at FM 2821 and University Ave. appear to be tied into other sewer mains.
- No water/storm/drainage improvements are anticipated.
- Design will be completed in 2025, construction 2026.
- CLIENT has indicated that the existing sewer system will be removed/replaced at the same grade and elevation.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

PHASE 1 – DESIGN PHASE SERVICES

TASK A – PROJECT MANAGEMENT

1. Project Management. Provide on-going project management during each phase of the project lifecycle. Project management to include review of budget and schedule, project staffing, invoicing to the client, and internal/subconsultant coordination. Assume design (Design and Bid Phases) will last for eight (8) months.
2. Project Kickoff Meeting. Conduct a project kickoff meeting to clarify and identify specific project elements and objectives. Discuss the project staffing and organization, as well as the project schedule and deadlines. This meeting is assumed to be virtual.
3. Data Collection. COMPANY will work with CLIENT to gather data needed for this work.
   a. CLIENT to provide record drawings of the existing system.
   b. CLIENT to provide any existing property easement agreements or data regarding property ownership, easements, or agreements where facilities are located.
   c. Maximum 2 site visits will be conducted by COMPANY to view site and verify field conditions.
4. Project Progress Meeting. Conduct periodic meetings and conference calls to keep CLIENT informed of progress on the project. Provide update of the project tasks, schedule and budget. Progress meetings are assumed to be virtual and will be in line with the Project deliverable milestone review periods.
5. QC Review. Conduct an internal quality control (QC) review of the preliminary design report and final design milestone deliverables (60%, 90% and 100%).

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TASK B – DESIGN PHASE SERVICES

1. Design for the replacement of approximately 2,400LF of existing 8-inch clay sanitary sewer line beginning at a manhole (Point ID No. 211) approximately 900LF north of FM 2821, just east of FM 247 and terminating at the existing manhole (Point ID No. 10093), approximately 1,100LF north of Essex Blvd. CLIENT has specified that the existing sewer will be replaced at same grade and elevation. All existing manholes will be removed and replaced.
2. Existing data review for property information, and existing easement information. Identification of permits required for agency coordination. This will include a site visit to verify survey data and field conditions.
3. Geotechnical investigations along project route is included in Additional Services.
4. Topographic survey of project alignment is included in Additional Services. This service will be on an as needed basis. CLIENT may choose to utilize their own surveying crew.
5. Prepare construction specifications and contract documents for the project area. COMPANY's standard specifications and contract documents will be used. Contract

documents will be submitted for review at the 60%, 90%, and Design Completion (100%) Milestones. CLIENT Project Review Meetings will be held after each milestone to discuss content and schedule of project and receive comments to be incorporated into the contract documents. Three meetings are anticipated during the design phase.

a. 60% Design generally is defined to include the following:
    i. Preparation of preliminary site plans including alignment, locations of structures, and connections.
    ii. Preparation of preliminary traffic control, and storm water control concepts, as needed.
    iii. Preliminary plan and profile drawings for sewer and water lines.
    iv. Draft specifications.
b. 90% Design generally is defined as adding final details to drawings and completing the specifications; 90% design includes the following:
    i. Prepare remaining general specifications. Finalize specifications for utility and paving appurtenances.
    ii. Finalize drawings and complete detail sheets, traffic control, and notes sheets.
c. Design Completion generally is defined as the final review of documents prior to submittal to permitting agencies and prior to bidding. Final documents are submitted to CLIENT for review and comments are incorporated into final bid set documents. Bid-set documents are submitted to regulatory agencies.

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6. Prepare an opinion of probable cost for the project at the 60% and 90% completed milestones. Provide a final opinion of probable cost for the project to file with the 100% completed documents.
7. Submit electronic documents (PDF) of the drawings, specifications, contract documents, and opinion of probable cost at the 60% and 90% milestones to the CLIENT for review. One (1) set of electronic copies of the drawings, specifications, contract documents, and opinion of probable cost at the Design Completion milestone will be sent to the CLIENT.
8. Drawings to include the following sheets:
    a. Cover Sheet with Location Map and Sheet Index (2 sheets)
    b. Legend and Abbreviations (1 sheet)
    c. General and Private Utility Notes (2 sheets)
    d. Site Layout Drawings (2 sheets)
    e. Survey Control Plans (2 sheets)
    f. Plan and Profiles (5 sheets)
    g. Standard Details and Sections (4 sheets)
    h. TxDOT Standard Details (2 Sheet)
    i. TxDOT Standard Traffic Control Details (2 Sheet)
    j. SWPPP Plan and Detail Sheets (3 Sheet)
    k. Tree Protection and Detail Sheets (3 Sheet)

9. Regulatory Coordination. COMPANY will coordinate with the Texas Commission on Environmental Quality (TCEQ) and Texas Department of Transportation (TxDOT) as required for agency reviews and permitting approval.
10. Develop a final project schedule for advertisement, bidding, and construction completion.

PHASE 2 – BIDDING PHASE SERVICES

TASK – BIDDING PHASE SERVICES

1. Provide on-going project management for this phase of the project. This phase is expected to be completed within one to two (1-2) months.
2. Provide construction documents to CLIENT for distribution, to prospective bidders, contractors, subconsultants, area plan houses, and material/equipment suppliers. Construction documents will be delivered electronically only.
3. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
4. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
5. Attend pre-bid meeting (one meeting). COMPANY's role will include the technical elements of the construction projects, construction sequence, etc. COMPANY will prepare meeting notes for incorporation into CLIENT-issued addenda.
6. Attend bid opening and assist CLIENT with opening of bids. COMPANY will prepare bid tabulation sheets and assist CLIENT in evaluating bids and awarding contracts for construction.
7. Prepare construction contract documents and deliver the executed documents to the CLIENT and its legal counsel for review.

PHASE 3 – CONSTRUCTION PHASE SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

1. Provide on-going project management for this phase of the project. This phase is expected to be complete in approximately 8-10 months from the date of bid award and notice to proceed to Contractor (pending material availability).
2. Attend a pre-construction meeting with CLIENT, contractor, subcontractors, and other public and private utility companies. Distribute meeting minutes to all attendees.
3. Provide general correspondence with CLIENT, contractor, subcontractors, and suppliers throughout the project duration. Act as CLIENT'S representative, consult with and advise CLIENT.

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4. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of contractor; however, COMPANY cannot guarantee the performance of any contractor.
5. Respond to requests for clarification and, review and recommend action on contractor-initiated claims. Prepare letter scopes of work for design-based contract modifications, COMPANY's estimates for change orders, and process change orders. Assume 10 RFIs during this construction phase.
6. Review contractor submittals required by the contract documents and make appropriate responses. Assume 10 Submittals during this construction phase. Review the accuracy and appropriateness of the Contractor's schedule of values.
7. Provide site visits and monthly progress meetings by the Project Engineer to review construction progress and coordinate with Contractor. Included site visits are as follows:
   A. Monthly progress site meetings with Contractor (virtual) based on estimated schedule of 8 progress are included.
   B. Conduct 6 Site Progress Meetings, assume 3 hours per site visit, which includes travel time of 2 hours and 1 hour for site walk.
8. Participate in the Substantial Completion Walk-Thru and prepare a certificate of substantial completion to initiate the warranty period for the project.
9. With CLIENT make a pre-final inspection, prepare punch lists, conduct a final inspection, review contract closeout documentation and recommend final payment to close-out the construction contract.
10. Prepare record drawings based on construction records provided by contractor. Provide CLIENT reproducible hard copy drawings and electronic files in PDF.
11. COMPANY has been requested to provide Material Testing for the construction phase of the project. Material Testing will be included as an Additional Service.

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3.0 Deliverables and Schedules Included in this Agreement

The Project shall be initiated upon authorization. Estimated Project schedule through bid phase services is as follows:

1. Notice to Proceed – NTP ..... TBD by CLIENT
2. Kick-off meeting ..... 1 Weeks after NTP
3. Completed Site Survey and Geotechnical ..... 8 Weeks after NTP
4. 60% complete documents to CLIENT ..... 14 Weeks after NTP
5. 60% complete review meeting ..... 16 Weeks after NTP
6. 90% complete documents to CLIENT ..... 20 Weeks after NTP
7. 90% complete review meeting ..... 22 Weeks after NTP
8. Submit final documents to CLIENT and permit agencies ..... 26 Weeks after NTP
9. Distribute bid documents ..... 30 Weeks after NTP
10. Bid opening, award contract ..... 36 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

*Further refinement will be completed for equipment delivery times and as design progresses. Project timing will be negotiated at a later time that may affect these dates.

4.0 Additional Services

The following items can be added as Additional Services at the proposed fee:

1. Survey Services (Phase 1): CLIENT has indicated that these services will be on an as needed basis and may choose to utilize their own Survey Group to complete the work noted herein.

   Survey of the project locations and sewer routes identified within City's GIS database in order to collect additional information on sanitary sewer alignment, private utility information, and other surface features. The survey will be completed by a subconsultant and incorporated into design. Survey will include the following:

   A. Data collection of utilities at the project site and along the proposed sewer alignment will be performed only as marked in the field through Texas One-Call or readily visible on the surface. This includes the location of utility appurtenances (e.g., telephone pedestals, power poles, guy wires, valves, manholes, intakes, etc.). Locations of all un-marked utilities will be based off paper and/or digital maps available through Texas One-Call.
   B. Coordinate with utility companies to determine the location of their existing facilities within the project limits and any specific construction requirements (e.g., crossing, separation, etc.).
   C. Topographic surveys of the project alignment, Survey work will take place along the current sewer alignment and will include data collection of surface features along University Ave., FM 247 and FM 2821

   Survey of work elements described will be budgeted at $20,000.00. This service will be on an as needed basis. Once the scope is determined to be needed as a part of this overall effort, an actual proposal will be provided for authorization by the CLIENT.

2. Geotechnical Investigations (Phase 1): Due to the type of project, it is recommended that a limited geotechnical investigation will be required along the project route to determine the soil conditions. Based on these limited investigations, the COMPANY team will provide recommendations on appropriate installation methods for the replacement of the sanitary sewer (open cut versus pipe bursting). Results will also

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provide the necessary recommendations for bedding and backfill required for open cut construction.

A. It is recommended that the Geotechnical Team provide a minimum of 2 bores, including 1 on either side of FM 2821.
B. Deliverable will be a limited desktop / field work Geotechnical Report with recommendations as discussed above.

Geotechnical Services as described will be budgeted at $20,000.00. Upon concurrence of the work to be performed, an actual proposal will be provided for authorization by the CLIENT.

3. Material Testing for Construction Phase (Phase 3): CLIENT has requested material testing will be required during the construction phase of the project. Costs associated with the work, include the necessary testing for compliance with the CLIENT's standard design guidelines and specifications for work being completed. Testing will cover, but is not limited to compaction testing, pavement gradation testing and determination of standard proctors for the project.

   Material Testing Services as described will be budgeted at $28,000.00. Upon concurrence of the work to be performed, an actual proposal will be provided for authorization by the CLIENT.

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Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Items not included in Agreement

The following items are not included as part of this agreement but can be added if requested:

1. Assessment of alternative routes for sanitary sewer improvements.
2. Evaluation of capacity and line sizing calculations.
3. Hard copies of contract documents (specifications, drawings) other than defined herein (three copies at each milestone).
4. Development of easement documents. It is assumed that the existing route is fully covered by easements or ROW.
5. Public meetings or meetings with local, State, or Federal agencies to discuss the project other than listed herein.
6. Easement appraisals, negotiation of easements with property owners, and payment of easements.
7. GIS data collection or additional surveying other than the design data collection, base mapping and as-built services as outlined above.

8. Environmental Investigations including Phase I Site Assessments. Environmental, archeological, historical, or cultural resources investigations, assessments, tests, studies, and reports.
9. Environmental coordination for federal funding.
10. Wetlands investigations, assessments, tests, studies, and reports.
11. Floodplain investigations, assessments, tests, studies, and reports.
12. Traffic control for survey, geotechnical investigation. This is assumed to be provided by the CLIENT or the subcontractors.
13. Any evaluation or modification to the City's sanitary sewer system.
14. Additional meetings with CLIENT other than completed herein.
15. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective after the date of this agreement.

6.0 Services by Others

Survey, Geotechnical and Material Testing services as defined above.

7.0 Client Responsibilities

CLIENT staff shall provide the following items:

1. Existing easement locations or property ownership, as available.
2. Pertinent available drawings, reports, data, maps, benchmarks, and GIS utility information as needed and described herein.
3. Prompt review of drawings, specifications, sketches, and information submitted by the COMPANY.
4. Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
5. Legal review of information as needed by the project.
6. Pay all permit fees and other required fees associated with the project.
7. Traffic control for any services in this contract including surveying, geotechnical, etc. CLIENT shall negotiate any permits (County or State) for traffic obstructions for work of this contract.

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8.0 Professional Services Fee

8.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

8.2 Invoices

Invoices for COMPANY's services shall be submitted monthly. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

8.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

8.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

8.5 Payment

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The CLIENT AGREES to pay COMPANY on the following basis:

Phase 1 – Design Services	
Design	126,424.70
Subtotal Phase 1	**$126,424.70**
Phase 2 – Bidding Services	
Bidding Services	$11,005.40
Subtotal Phase 2	**$11,005.40**
Phase 3 – Construction Services	
Construction Services	$34,031.10
Subtotal Phase 3	**$34,031.10**
Total (Phases 1, 2, and 3)	**$171,461.20**

Additional Services for select services are defined as:

Phase 1 Design Services - Additional Services	
Surveying Services (Base Topo Survey) - Budgetary	$20,000.00
Geotechnical Services - Budgetary	$20,000.00
Material Testing – Budgetary	$28,000.00
Total Additional Services (Phases 1 and 3)	**$68,000.00**

Total Contract (includes Phase 1-3 and Additional Services) is **$239,461.20**.

9.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

9.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

9.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

9.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

9.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

9.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

9.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

9.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

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services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

9.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

9.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

9.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

9.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

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9.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Texas.

9.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree 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 subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

9.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

9.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

9.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the agrees to hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

9.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

9.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event

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of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

9.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

9.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

9.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

9.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the

discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

9.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

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9.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

9.27 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) 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 Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY 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.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

9.28 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

9.29 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

9.30 Anti-Boycott

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of COMPANY verifies that: (1) the COMPANY does not boycott Israel, and (2) the COMPANY will not boycott Israel during the term of this AGREEMENT.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

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Sincerely,

HR GREEN, INC.

_____
John N. Mudd, PE

Approved by: _____

Printed/Typed Name: Mike Halde, PE

Title: Principal Date: November 1, 2023

CITY OF HUNTSVILLE, TX

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

EXHIBIT A

HOWARD R. GREEN COMPANY: PROJECT BUDGETING WORKSHEET

PROJECT NAME: Huntsville Wastewater Improvements - Project 11
PROJECT NUMBER:2502330
CLIENT: City of Huntsville, Texas
CLIENT CONTACT: Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM, F.ASCE
PROJECT MANAGER: John N. Mudd, PE

08/18/2025

HRGreen

Task	DESCRIPTION OF TASK	Task Start Date	Task End Date	Labor Task Total	ODC Task Total	Additional Services Task Total	Task Total	PIC	PROJ MGR	PROJ ENG	STAFF ENG	GIS	CADD TECH II	ADM ASST
	TOTAL HOURS							11	112	218	317		268	16
	COST PER HOUR/UNIT (CHARGE-OUT RATE)							$ 333.00	$ 294.00	$ 191.00	$ 152.00	$ 182.00	$ 135.00	$ 118.00
	TOTAL LABOR COST							3663	32928	41638	48184		36180	1888
	% OF TOTAL COST							4.9%	43.9%	55.5%	64.3%		48.3%	2.5%
1000	**Design**													
	Project Coordination and Site Reconnaissance													
	Kickoff Meeting with City Staff (Virtual)			$ 1,009.00	$ 24.00		$ 1,033.00	1	1	2				
	Site Visits (2 Site Visits Max)			$ 3,920.00	$ 211.70		$ 4,131.70		4	8	8			
	Project Management and Client Coordination			$ 14,314.00	$ 348.00		$ 14,662.00	2	40					16
	TxDOT Coordination (FM2821 Crossing)			$ 764.00	$ 24.00		$ 788.00			4				
	TCEQ Coordination			$ 764.00	$ 24.00		$ 788.00			4				
	Design Drawings													
	Cover Sheet w/Vicinty Map (1 sheets)			$ 1,688.00	$ 72.00		$ 1,760.00				4		8	
	Sheet Index (1 sheets)			$ 1,688.00	$ 72.00		$ 1,760.00				4		8	
	Legend, Abbreviations (1 sheet)			$ 1,688.00	$ 72.00		$ 1,760.00				4		8	
	General & Private Utility Notes (2 sheets)			$ 3,218.00	$ 132.00		$ 3,350.00			2	8		12	
	Site Layout Drawings (2 sheets)			$ 5,220.00	$ 216.00		$ 5,436.00			4	8		24	
	Survey Control Maps (2 sheets)			$ 3,060.00	$ 120.00		$ 3,180.00			4	8		8	
	Plan and Profile (5 sheets, 2400 LF)			$ 23,400.00	$ 960.00		$ 24,360.00			20	40		100	
	Standard Details/Sections (4 sheets)			$ 6,436.00	$ 264.00		$ 6,700.00			4	16		24	
	TxDOT Standard Details (2 sheets)			$ 1,688.00	$ 72.00		$ 1,760.00				4		8	
	TxDOT Standard TCP Drawings (2 sheets)			$ 1,688.00	$ 72.00		$ 1,760.00				4		8	
	SWPPP Plan and Detail (3 sheets)			$ 4,298.00	$ 180.00		$ 4,478.00			2	8		20	
	Tree Protection and Detail (3 sheet)			$ 4,298.00	$ 180.00		$ 4,478.00			2	8		20	
	QA/QC (All deliverable phases of project)			$ 11,484.00	$ 228.00		$ 11,712.00	8	30					
	Project Review Mtgs (3 mtgs at 60%/90%/100%) (Virtual)			$ 7,230.00	$ 198.00		$ 7,428.00		9	24				
	Project Manual													
	Construction Cost Estimate (60%/90%/100%)			$ 5,332.00	$ 192.00		$ 5,524.00			12	20			
	Contract Documents, bid form, (60%/90%/100%)			$ 5,176.00	$ 192.00		$ 5,368.00			8	24			
	Specifications (60%/90%/100%)			$ 13,704.00	$ 504.00		$ 14,208.00			24	60			
	TOTAL DESIGN FEE						**$126,424.70**							
2000	**Bid Services**													
	PreBid Meeting			$ 2,704.00	$ 273.70		$ 2,977.70		4	8				
	Addenda			$ 3,332.00	$ 252.00		$ 3,584.00		2	8	8			
	Bid Opening, Tabulation and Recommendation			$ 4,232.00	$ 211.70		$ 4,443.70		4	16				
	TOTAL BID PHASE SERVICES						**$11,005.40**							
3000	**Construction Services**													
	Pre-Construction Meeting			$ 2,215.00	$ 157.70		$ 2,372.70		3	3	5			
	Monthly Progress Meetings (10 mths, 8 mtgs) (virtual)			$ 2,744.00	$ 96.00		$ 2,840.00			8	8			
	Site Progress Visit (6 visits)			$ 6,174.00	$ 766.20		$ 6,940.20			18	18			
	RFIs/Change Order (Assume total of 10 RFIs)			$ 5,053.00	$ 180.00		$ 5,233.00		1	9	20			
	Submittal Review (Assume total of 10 Submittals)			$ 6,126.00	$ 204.00		$ 6,330.00		4	10	20			
	Substantial Completion Meeting			$ 3,185.00	$ 168.60		$ 3,353.60		5	5	5			
	Final Completion Meeting			$ 3,185.00	$ 168.60		$ 3,353.60		5	5	5			
	As-Builts			$ 3,464.00	$ 144.00		$ 3,608.00			4			20	
	TOTAL CONST.PHASE SERVICES						**$34,031.10**							
	TOTAL BASIC SERVICES FEE						**$171,461.20**							
4000	**Additonal Services**													
	Geotechnical (Based on 2 bore locations)					$ 20,000.00	$ 20,000.00							
	Survey (Based on std. cost of $7/LF) - As Needed					$ 20,000.00	$ 20,000.00							
	Material Testing for Construction Phase					$ 28,000.00	$ 28,000.00							
	TOTAL ADD. SERVICES FEE						**$68,000.00**							
	TOTAL CONTRACT FEE						**$239,461.20**							

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EXHIBIT B

ENGINEER'S OPINION OF PROJECT COSTS
(ENGINEERING AND CONSTRUCTION)

Project Huntsville WW Improvements (Project 11)

HRG Project No. 2502330

Date: 08/18/2025
Estimated By: MM
Checked By: JNM

Item No.	Description	Qauntity No. Units	Qauntity Unit Measure	Qauntity Unit Cost	Total ($)
1	Mobilization/Demobilization	LS	1	$ 65,000.00	$ 65,000.00
2	Clearing and Grubbing	AC	1.10	$ 16,000.00	$ 17,600.00
3	Reinforced Filter Fabric Barrier	LF	4,800	$ 3.50	$ 16,800.00
4	8" Sanitary Sewer Replacement via Open Cut Construction	LF	2,400	$ 100.00	$ 240,000.00
5	Bypass Pumping for 6 months	MONTH	4	$ 15,000.00	$ 60,000.00
6	Removal and disposal of existing 8-inch sanitary sewer	LF	2,400	$ 25.00	$ 60,000.00
7	Remove and dispose of existing sanitary sewer manholes	EA	5	$ 2,500.00	$ 12,500.00
8	Installation of new 4-foot diameter manholes	EA	5	$ 14,000.00	$ 70,000.00
9	Extra depth on manholes	VF	25	$ 450.00	$ 11,250.00
10	Site Restoration	LF	2,400	$ 25.00	$ 60,000.00
11	Storm Water Pollution Prevention Implementation & Maintenance	MO	6	$ 1,500.00	$ 9,000.00
12	Installation and Maintenance of Traffic Control Devices	MO	6	$ 2,000.00	$ 12,000.00
				SubTotal	634,150.00
				20% Contingency	126,830.00
				Construction Total	760,980.00
				Engineering / Add. Servs.	239,461.20
				Total	1,000,441.20

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CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 1.h.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with KSA Engineering, Inc. for professional engineering services for the Huntsville Municipal Airport - Airport Road Realignment.

Initiating Department/Presenter: Development Services

Presenter:
Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to approve authorizing the City Manager to enter into an agreement with KSA Engineering for professional engineering services for the Huntsville Municipal Airport - Airport Road Realignment.

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: At the December 3, 2024, City Council Meeting, the Council authorized the sale of approximately 0.229 acres of City-owned property at 251 Airport Drive to the Texas Department of Transportation (TxDOT) for right-of-way acquisition associated with the I-45 widening project. This project requires the realignment of Airport Road with the existing signalized intersection. TxDOT purchased the property from the City of Huntsville for $215,138.00.

At the July 1, 2025, City Council Meeting, the Council authorized the City Manager to enter into a Professional Engineering Services Agreement with KSA Engineering to provide aviation engineering services for the Huntsville Municipal Airport.

The first priority under this agreement is the realignment of Airport Drive. TxDOT has scheduled the reconstruction of State Highway 75 and Interstate 45, in the vicinity of the Huntsville Municipal Airport, for 2026. This work includes the removal of the existing Airport Drive entrance on State Highway 75. To prepare for this change, the City of Huntsville has requested KSA to provide design and bid phase services for the realignment. The project scope includes the preliminary engineering reports, IIJA Grant application filings, ALP updates with the FAA, final design phase documentation and bidding of the project, as shown on the attached exhibit.

It is anticipated that both the design and the subsequent construction contract will be eligible for funding under the Infrastructure Investment and Jobs Act (IIJA).

Previous Council Action: December 3, 2024 - City Council authorized the sale of approximately 0.229 acres of City-owned property at 251 Airport Drive to the Texas Department of Transportation (TxDOT)

for right-of-way acquisition associated with the I-45 widening project.
July 1, 2025 - City Council authorized the City Manager to enter into a Professional Engineering Services Agreement with KSA Engineering to provide aviation engineering services for the Huntsville Municipal Airport.

Financial Implications: The project amount of $142,362.00. This item is budgeted from the monies received from the sale of city property to TxDOT.

Approvals:
Kevin Byal
Lance Hall
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:
1. 103990 - UTS Airport Drive Realignment - Proposal

August 21st, 2025

Mr. Layne Yeager, Airport Manager
City of Huntsville
448 SH 75 N
Huntsville, Texas 77320

via email
lyeager@huntsvilletx.gov

RE: Huntsville Municipal Airport – Airport Drive Realignment
Proposal for Professional Engineering Services

Dear Mr. Yeager:

KSA Engineers, Inc. (KSA) is pleased to present this letter to serve as our proposal to provide engineering services associated with the above-mentioned project at the Huntsville Municipal Airport (the Airport). The following is a general description of the project scope of work to be performed under this proposal.

Scope of Work

TxDOT has programmed to reconstruct State Highway 75 and Interstate 45 within the vicinity of the Huntsville Municipal Airport (the Airport) in 2026, and this will include the removal of the existing Airport Drive entrance located on State Highway 75. To facilitate this, KSA has been requested by the City of Huntsville (City) to provide design and bid phase services for the realignment of the Airport Drive, as shown on the attached exhibit. It is anticipated that this project will be eligible for *Infrastructure Investment and Jobs Act* (IIJA) funding. It is anticipated that the construction of this project, which will be under a separate contract, will also be eligible for IIJA funding.

To meet FAA AIP funding eligibility requirements, the City must first transfer the ownership of the property containing the project area to the Airport. Additionally, the new access road must exclusively serve airport traffic and therefore will not include driveway connections to existing off-airport infrastructure. The proposed alignment is in conflict with the existing access road and parking lot serving the Kate Barr Ross Memorial Park, however the City has indicated that it has planned for their removal. This project will demolish the pavement necessary to complete the new roadway, grading and drainage improvements, and will abandon in place the remaining parking lot area and access road. An unsecured section of the Airport fence will be removed, however, no new fencing will be installed within this project. As the new alignment starts from the existing intersection on State Highway 75, no new intersection lighting will be required, however, new markings will be provided within the intersection. The existing overhead power line crossing Airport Drive will require relocation. The existing airport monument sign will not be relocated.

The Airport does not have a current Disadvantaged Business Enterprise (DBE) Plan or Goals, and this project will include DBE goal setting. KSA will provide additional assistance with grant management and other documentation required by TxDOT Aviation Division and the FAA, including the necessary environmental required for the project and land acquisition.

At this time KSA has not identified any additional improvements outside of the project scope.

<u>Engineering Services</u>

KSA proposes to provide the following services as described in the typical Attachment B of the standard agreement with TxDOT for the scoped improvements. KSA will provide additional services (*italicized*) pertinent to this project which are not detailed in the aforementioned agreement but are included within the corresponding phase of work.

Task A: Preliminary Engineering Report Phase

1. Predesign Conference (1 Trip - Design Team)
2. *Alternative Project Layout Analysis*
    a. KSA will prepare layout options as required to optimize the route required for the new alignment.
3. *TxDOT Land Acquisition Checklist Support*
    a. KSA will assist the Sponsor with completion of the TxDOT Land Acquisition Checklist (attached).
    b. This task will include one (1-hour) kick-off call with the TxDOT planner and land acquisition specialist.
    c. The City Surveyor will be required to complete survey of the revised property limits and provide the RPLS signed metes and bounds document for filing.
4. *Field Survey – Phase 1 Environmental Site Assessment (ESA)*
    a. <u>Sphere 3 Environmental</u> will complete a Phase 1 ESA for the subject property. Refer to the attached proposal for more information.
    b. KSA will review and coordinate activities.
    c. The Phase 1 ESA Final Report will be included in the final CATEX submission.
5. *Prepare Documented Categorical Exclusion (CATEX)*
    a. KSA will coordinate with the TxDOT Aviation Division *Environmental Protection Specialist* (EPS) prior to and during the preparation of a documented CATEX for the proposed land acquisition.
    b. KSA will prepare a documented CATEX for environmental clearance of the proposed land acquisition. A draft CATEX will be provided to the Sponsor for review prior to final submission to the TxDOT EPS.
6. *Airport Layout Plan (ALP) Update and Submission*
    a. KSA will prepare a pen & ink change to the existing *Airport Layout Plan* (ALP) and Exhibit A (Property Map) showing the 1.80-acre acquisition.
    b. KSA will submit the revised ALP to the FAA OEAAA portal for review and approval.
7. Topographical Survey
    a. <u>Tejas Surveying</u> will complete topographical survey of approximately 4 acres. Refer to the attached proposal for more information.
    b. KSA will review and coordinate activities.
8. Geotechnical Investigation and Report
    a. <u>Terracon</u> will complete three (3) geotechnical borings and provide testing results and conclusions in a report. Refer to the attached proposal for more information.
    b. KSA will review and coordinate activities.

9. *Disadvantaged Business Enterprise (DBE) Plan Update and Goal Setting*
    a. DBE Plans & Goals Preparation will complete the preparation of the necessary project goals. Refer to the attached proposal for more information.

10. *Grant Application and Management*
    a. KSA will prepare and submit the grant application to secure 2023 IIJA funds.
    b. KSA will prepare and submit a plan for IIJA grant spending. It will identify projects by Fiscal Year and show the funding source with estimated costs.
    c. To meet grant requirements, the City must procure an Independent Fee Estimate (IFE) for this task order before its execution. KSA will submit the invoice on behalf of the City for reimbursement of this cost.

11. *Utility Coordination*
    a. KSA will coordinate the project and its impacts with the known utility providers.

12. Preliminary Project Layout
    a. KSA will prepare a detailed project layout for the City's approval prior to final design.

13. Engineer's Opinion of Probable Construction Cost Estimate

14. Preliminary Engineering Report (Uploaded to eGrants, 4 Hard Copies)

15. PER Review Meeting (1 Trip - PM & via Teleconference)

Task C: Final Design Phase, 100% Documents

1. Design Coordination (2 Meetings via Teleconference)

2. Tenant and Stakeholder Coordination (1 Meeting via Teleconference)

3. Final Design Plans, including the following:
    a. General Sheets: Plan Cover, Quantities, Sheet Index, General & Safety Notes
    b. Project Layout
    c. Phasing Plan and Details
    d. Demolition Plan
    e. Grading and Drainage Plan and Profiles
    f. Paving and Geometry Plan and Profiles
    g. Typical Paving Sections and Details
    h. Marking Plan, Notes, and Details
    i. Stormwater Pollution Prevention Plan, Notes and Details

4. Project Specifications, including the following:
    a. General Provisions
    b. Project General Specifications
    c. Technical Specifications

5. Engineer's Opinion of Probable Construction Cost Estimate

6. *Preparation and Filing of FAA Form 7460 – FAA's OE-AAA Website*
    a. KSA will submit the airspace analysis to the FAA for review and approval.

7. *Construction Safety Phasing Plan (CSPP) Document*
    a. KSA will prepare the CSPP as required by the FAA.

8. Final Engineering Report
    a. KSA will update the PER based on comments received in the review meeting.

9. Final Design QA/QC Review and Submittal (Uploaded to eGrants, 4 Hard Copies)
    a. KSA will complete a comprehensive review of the design deliverables to ensure completeness, quality and constructability.
10. Final Design Review Meeting (1 trip - P.M. & via Teleconference)
11. Document Updates, Signed & Sealed Drawings and Reproduction
    a. KSA will update the final design documents based on the comments received during the Final Design Review Meeting.

Task D: Bidding Phase

1. Drawings Uploaded to eGrants and Bid Schedule Coordination
2. Prebid Conference (1 Trip - P.M. & via Teleconference)
3. Contractor Questions, Prepare and Issue Addenda
4. Bid Opening, Tabulation, Recommendation
5. Aviation Division's Contractor Pay Request and Summary of Work Preformed Sheet
6. *Grant Application and Management*
    a. KSA will submit a pre-application for a construction grant using the bid estimates.
    b. KSA will provide TxDOT with the final recommended bid result to complete the application.

<u>Exclusions</u>

The following services are excluded from this proposal but can be added to the scope and a fee negotiated if desired:

1. Preliminary Design Phase
    a. To expedite the project to meet grant funding deadlines, KSA will prepare the final design documents for review and approval directly following approval of the PER.

<u>Compensation</u>

KSA reserves the right to update this proposal or submit a supplemental agreement to cover services not included in this proposal. The lump sum fee below comprises the sum of the manhour projections, expenses, and subconsultant fees. A 15% carrying factor has been included for each subconsultant's fee to cover our associated expenses, such as administration costs and additional liability insurance.

Preliminary Engineering Report Phase $80,952.00
Sphere 3 Environmental *$5,750.00*
Topographical Survey *$6,934.50*
Geotechnical Investigation & Report *$10,292.50*
DBE Goal Setting & Plan Update *$6,900.00*
Final Design Phase $50,005.00
Bidding Phase $11,405.00
TOTAL: **$142,362.00**

Schedule

We propose to perform these engineering services in accordance with the schedule as shown below.

Preliminary Engineering Report Phase	8 weeks
Final Design Phase	8 weeks
Bidding Phase	4 weeks
TOTAL:	**20 weeks**

Proposal Acceptance

KSA understands that upon completion of the fee negotiation, a contract will be offered that takes the project through completion. As always, KSA greatly appreciates the opportunity to provide professional services for Huntsville Municipal Airport and the City of Huntsville on this very important project. Please do not hesitate to contact us should you have any questions or comments regarding this proposal request.

Sincerely,

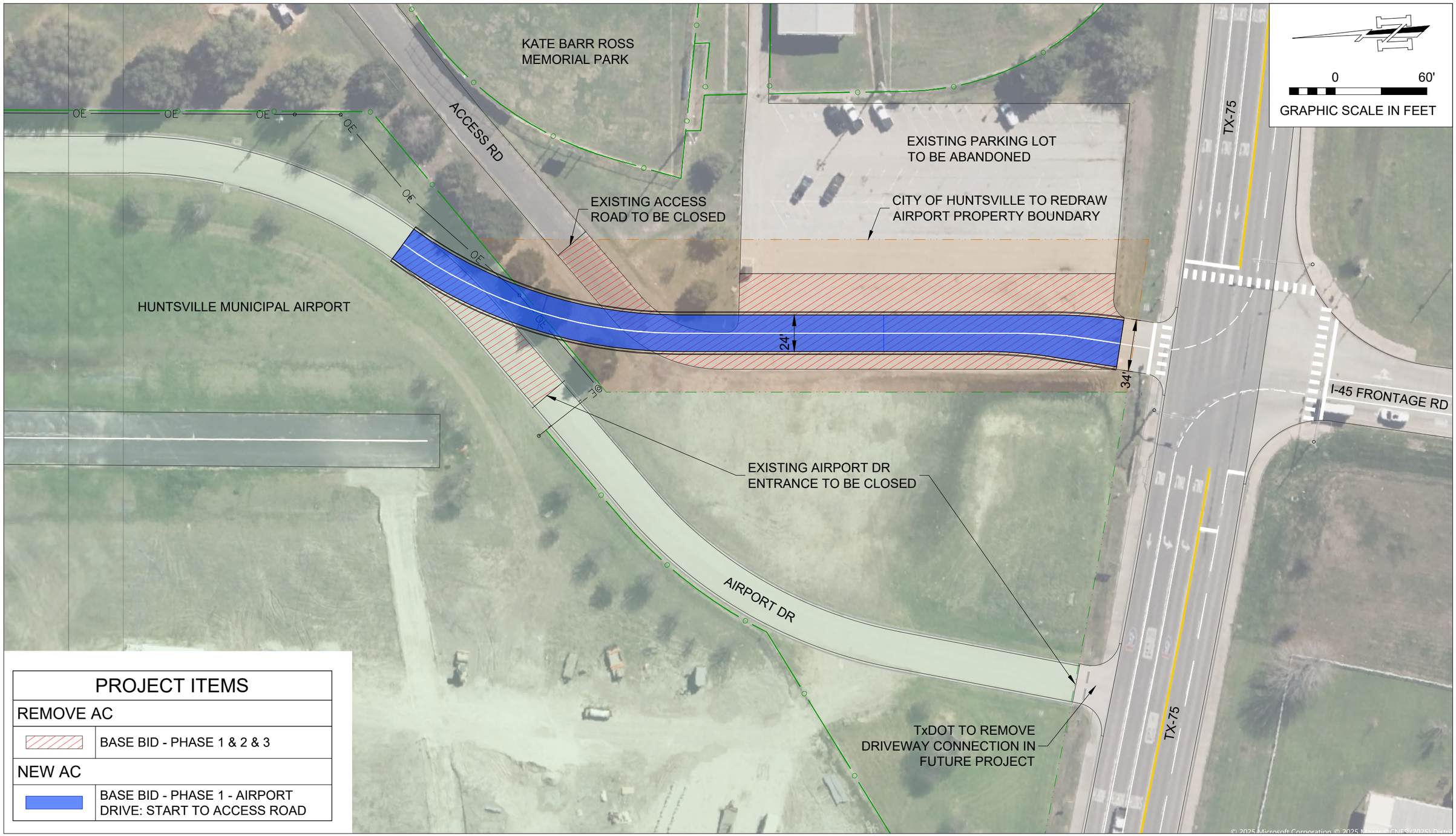
KSA

Mark J. Hall, PE
Project Manager

Robert L. Thurber, PE
Senior Associate

Attachments:

1. Proposed Project Layout
2. Manhour Projection and Fee Calculation
3. Schedule of Hourly Fees 2025
4. Subconsultant Proposals



PROJECT ITEMS	
REMOVE AC	
	BASE BID - PHASE 1 & 2 & 3
NEW AC	
	BASE BID - PHASE 1 - AIRPORT DRIVE: START TO ACCESS ROAD

KSA
a Pape-Dawson company
1111 Hawn Ave.
Shreveport, LA 71107
T. 318.221.7501
www.ksaeng.com

HUNTSVILLE MUNICIPAL AIRPORT
HUNTSVILLE, TEXAS

UTS AIRPORT DRIVE REALIGNMENT
GRANT ELIGIBILITY PLAN

City of Huntsville

Huntsville Municipal Airport - UTS

Airport Drive Realignment

Manhour Projection and Fee Calculation for Engineering Services - Design & Bid Phase

August 21, 2025

Task ID	Task Description	Projected Manhours									Mileage ($0.70/mile) & Per Diem	Printing / Outside Sources	Subconsultants			Manhour Subtotal	Supplemental Costs Subtotal	Phase Total
		Principal	Sr. Project Manager	Project Manager	Sr. Aviation Planner	Aviation Planner	Design Engineer	Sr. CAD Technician	Project Assistant	Total Man Hours			Company	Lump Sum Proposal	Markup (15%)			
A	**Preliminary Engineering Report Phase (8 Weeks)**																	
A.1	Predesign Conference (1 Trip - Design Team)	2	4	6						12	$ 160.00					$ 3,130.00	$ 160.00	$ 3,290.00
A.2	Alternative Project Layout Analysis		1	8			12	36		57						$ 8,000.00	$ -	$ 8,000.00
A.3	TxDOT Land Acquisition Checklist Support			1	4	12				17						$ 3,475.00	$ -	$ 3,475.00
A.4	Field Survey – Phase 1 Environmental Site Assessment (ESA)				2	2	4			8			Sphere 3 Environmental	$ 5,000.00	$ 750.00	$ 1,450.00	$ 5,750.00	$ 7,200.00
A.5	Prepare Documented Categorical Exclusion (CATEX)			1	2	4				7						$ 1,475.00	$ -	$ 1,475.00
A.6	Airport Layout Plan (ALP) Update and Submission			1	8	24				33						$ 6,735.00	$ -	$ 6,735.00
A.7	Topographical Survey			2				4	2	8			Tejas Surveying	$ 6,030.00	$ 904.50	$ 1,170.00	$ 6,934.50	$ 8,104.50
A.8	Geotechnical Investigation and Report			2			2		2	6			Terracon	$ 8,950.00	$ 1,342.50	$ 970.00	$ 10,292.50	$ 11,262.50
A.9	DBE Plan Update and Goal Setting			4						4			DBE Plans & Goals Preparation	$ 6,000.00	$ 900.00	$ 860.00	$ 6,900.00	$ 7,760.00
A.10	Grant Application and Management	1	1	4					16	22						$ 3,580.00	$ -	$ 3,580.00
A.11	Utility Coordination			2			8		2	12						$ 1,810.00	$ -	$ 1,810.00
A.12	Preliminary Project Layout		1	4			8	24		37						$ 5,140.00	$ -	$ 5,140.00
A.13	Engineer's Opinion of Probable Construction Cost Estimate		1	8			4	2		15						$ 2,800.00	$ -	$ 2,800.00
A.14	Preliminary Engineering Report (Uploaded to eGrants, 4 Hard Copies)	1	2	12			24		4	43		$ 100.00				$ 7,380.00	$ 100.00	$ 7,480.00
A.15	PER Review Meeting (1 Trip - PM & via Teleconference)		4	6			1		1	12	$ 160.00					$ 2,680.00	$ 160.00	$ 2,840.00
		4	**14**	**61**	**16**	**42**	**63**	**66**	**27**	**293**						**$ 50,655.00**	**$ 30,297.00**	**$ 80,952.00**
C	**Final Design Phase, 100% Documents (8 Weeks)**																	
C.1	Design Coordination (2 Meetings via Teleconference)		2	4			2		2	10						$ 1,960.00	$ -	$ 1,960.00
C.2	Tenant and Stakeholder Coordination (1 Meeting via Teleconference)		1	2					1	4						$ 840.00	$ -	$ 840.00
C.3	Final Design Plans		1	16			40	80		137						$ 18,920.00	$ -	$ 18,920.00
C.4	Project Specifications			8			16			24						$ 3,960.00	$ -	$ 3,960.00
C.5	Engineer's Opinion of Probable Construction Cost Estimate		1	4			4	4		13						$ 2,180.00	$ -	$ 2,180.00
C.6	Preparation and Filing of FAA Form 7460 - FAA's OE-AAA Website			3				6		9						$ 1,365.00	$ -	$ 1,365.00
C.7	Construction Safety Phasing Plan (CSPP) Document			6			16	4		26						$ 4,010.00	$ -	$ 4,010.00
C.8	Final Engineering Report			4			8			12						$ 1,980.00	$ -	$ 1,980.00
C.9	Final Design QA/QC Review and Submittal (Uploaded to eGrants, 4 Hard Copies)	4	4	8					4	20		$ 400.00				$ 4,800.00	$ 400.00	$ 5,200.00
C.10	Final Design Review Meeting (1 trip - P.M. & via Teleconference)		4	6					2	12	$ 300.00					$ 2,670.00	$ 300.00	$ 2,970.00
C.11	Document Updates, Signed & Sealed Drawings and Reproduction		1	8			16	16	2	43		$ 200.00				$ 6,420.00	$ 200.00	$ 6,620.00
		4	**14**	**69**	**0**	**0**	**102**	**110**	**11**	**310**						**$ 49,105.00**	**$ 900.00**	**$ 50,005.00**
D	**Bidding Phase (4 Weeks)**																	
D.1	Drawings Uploaded to eGrants and Bid Schedule Coordination			2					1	3						$ 560.00	$ -	$ 560.00
D.2	Prebid Conference (1 Trip - P.M. & via Teleconference)		4	6					1	11	$ 160.00	$ 50.00				$ 2,540.00	$ 210.00	$ 2,750.00
D.3	Contractor Questions, Prepare and Issue Addenda		1	4			8			13						$ 2,260.00	$ -	$ 2,260.00
D.4	Bid Opening, Tabulation, Recommendation		4	6			4			14						$ 2,970.00	$ -	$ 2,970.00
D.5	Aviation Division's Contractor Pay Request and Summary of Work Preformed Sheet			1			2		2	5						$ 755.00	$ -	$ 755.00
D.6	Grant Application and Management	1	1	2					8	12						$ 2,110.00	$ -	$ 2,110.00
		1	**10**	**21**	**0**	**0**	**14**	**0**	**12**	**58**						**$ 11,195.00**	**$ 210.00**	**$ 11,405.00**
	Total Projected Manhours	**9**	**38**	**151**	**16**	**42**	**179**	**176**	**50**	**661**								
	Hourly Rate	**$ 360.00**	**$ 280.00**	**$ 215.00**	**$ 260.00**	**$ 185.00**	**$ 140.00**	**$ 120.00**	**$ 130.00**									
	Total Estimated Cost	**$ 3,240.00**	**$ 10,640.00**	**$ 32,465.00**	**$ 4,160.00**	**$ 7,770.00**	**$ 25,060.00**	**$ 21,120.00**	**$ 6,500.00**	**$ 110,955.00**						**$ 110,955.00**	**$ 31,407.00**	**$ 142,362.00**

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.

August 8, 2025 Proposal No. 25-08-2185

Mr. Michael Mitchell
Pape-Dawson Consulting Engineers, LLC
8875 Synergy Dr.
McKinney, TX 75070

RE: Proposal to Conduct a Phase I Environmental Site Assessment for a 1.8-Acre Tract at Huntsville Municipal Airport in Huntsville, Texas

Dear Mr. Mitchell:

Sphere 3 Environmental, LLC (Sphere 3) is pleased to have the opportunity to provide this proposal for a Phase I Environmental Site Assessment for the Huntsville Municipal Airport in Huntsville, Texas. The project area is an approximately 1.8-acre tract of land proposed to be transferred from the City of Huntsville to the airport.

SCOPE-OF-WORK

Sphere 3 proposes to perform a Phase I Environmental Site Assessment (ESA) on an unimproved approximately 1.8-acre tract in Huntsville, Walker County, Texas. This ESA will be performed in general accordance with ASTM Standard E 1527-21. The general scope of work is as follows:

- Review the information provided by the Client.
- Perform a records review of reasonably ascertainable sources. These sources can consist of the following: standard federal, state, and local governmental agency databases; physical setting sources; and historical records (such as aerial photographs, city directories, fire insurance maps, historical maps, etc.).
- Interview owners and/or occupants and governmental officials.
- Perform a site reconnaissance of the Project and the adjoining properties to determine the absence or presence of recognized environmental conditions in connection with the Project.
- Generate a report by evaluating the information gathered and reviewed, and discuss the conclusions reached. An environmental professional will render an opinion on the impact of any recognized environmental conditions discovered in connection with the property.

Information and data obtained during the performance of the Phase I ESA will be compiled and presented in a final report. An electronic copy of the report will be provided to the Client within three weeks of the field visit.

Several assumptions and exclusions have been made in developing the scope of work for this Phase I ESA. These assumptions and exclusions are:

- Sphere 3 will have unrestricted access to the property during the survey, and if necessary, will be accompanied by the property owner, or their representation who is familiar with the property and who will be available for a brief interview and provide the necessary access.
- The legal description (including boundary lines), available site plans, previous reports, and other pertinent documentation will be provided by the Client.
- The Client will provide information on any known easements, liens, deed restrictions, or any known environmental incidents or other conditions relating to the physical condition of the properties. A chain-of-title report has not been included in this scope-of-work.

No environmental sampling of any kind will be performed. Any sampling or laboratory analysis constitutes additional services that may be performed by Sphere 3 for an additional fee. Any additional services must be authorized in advance by the Client under conditions agreed to by Sphere 3.

COSTS

Sphere 3 can conduct the above scope of work for a fixed fee lump sum amount of $5,000.00

We look forward to the opportunity to assist Pape-Dawson with this project. Please let me know if you have any questions or require additional information.

Sincerely,
Sphere 3 Environmental, LLC

Adam T. Black
President

Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

August 14, 2025

Mark Hall
KSA a Pape-Dawson Company
1111 Hawn Ave.
Shreveport, LA, 71107
Phone: 318-413-3667

Via email: mhall@ksaeng.com

RE: Topographic Survey for ±3.94 Acres (shown on EXHIBIT "B") at Huntsville Municipal Airport - 518 TX 75, Huntsville, Walker County, Texas

Mr. Hall,

Pedraza Surveying, LLC Tejas Surveying (Surveyor) is pleased to submit this proposal to provide the Topographic Survey for ±3.94 Acres (shown on EXHIBIT "B") at Huntsville Municipal Airport - 518 TX 75, Huntsville, Walker County, Texas, for an amount of SIX THOUSAND, AND THIRTY DOLLARS ($ 6,030):

	Task	Description	Unit Cost
1	**Topographic Survey**	Conduct and prepare a **Topographic Survey** of the above referenced property. The survey shall show any improvements, spot elevations on the property & adjacent roadways, concrete, and any drainage features. Visible utilities will be shown. Elevations shall be taken on natural ground on a 25-foot grid, plus grade breaks. Elevations shall be based on control provided by client or the vertical datum NAVD 88, 2001 adjustment GOEID 18, as referenced to Huntsville Municipal Airport PACS and SACS (to be provided by client). Deliverables will include a signed and sealed survey, a PDF copy of the same, an AutoCAD DWG file, and a CSV file of the points collected.	$ 6,030
		Subtotal	$ 6,030.00
		Taxes	$ 0.00
		Grand Total	**$ 6,030.00**

ASSUMPTIONS:

Client to provide PACS and SACS Control points

Please allow up to twenty business days for preparation of the deliverables once written authorization to proceed has been received and accepted. Services provided under this proposal will be invoiced upon completion and payable on receipt. If payment is not received within 30 days of the due date, a late charge of 1% per month will be added until payment in full is received. If payment is not received within 60 days, CLIENT will be responsible for all collections costs and attorney fees in addition to the original cost and accruing late charges.

Respectfully Submitted,

John L. "Jay" Cooke
Vice President
Pedraza Surveying, LLC dba Tejas Surveying

Accepted by CLIENT

_____

By: _____
Title: _____
Dated: _____

2024 Schedule of Rates

Effective December 1, 2023

Professional Services	
Principal, Consulting, & Professional Witness	$ 300/hour
Registered Professional Land Surveyor	$ 225/hour
Metes & Bounds Description	$ 350/description
Survey Project Management	
Senior Project Manager	$ 175/hour
Project Manager	$ 145/hour
Assistant Project Manager/Surveyor-In-Training	$ 125/hour
Land Surveying (Field Crew)	
3-man Crew	$ 225/hour
2-man Crew	$ 195/hour
1-man Crew	$ 135/hour
Drafting & Research Services	
Survey Technician	$ 115/hour
CAD Technician/Drafter	$ 105/hour
Abstractor	$ 95/hour
Administrative Services	
Administrative Assistant	$ 85/hour
Reimbursable Charges	
Professional Services, Fees, Subconsultants, Etc.	Cost + 15%
Utility Vehicle	$200/day
Boat w/Motor	$600/day
Mileage	Current IRS Rate
Authorized Overtime Rates	Standard Rate x 1.5

Notes

- All field crew time is subject to a 4-hour minimum.
- A mileage charge will be calculated based on the current IRS Standard Mileage Rate. Mileage will be computed to and from site.
- Per diem will be charged at the standard government rate for required overnight stays.
- Rates are subject to change at any time.

EXHIBIT "B" Huntsville Municipal Airport
Approx 3.94 acres
36
Airport Dr
Kevin Williams Rd
Playground
Hitchin' Post Truck Terminal (Exxon)
N Fwy Service Rd
Kate Barr Ross Park
Chicken Express
Texas Department of Public Safety
Kate Barr Ross Park Soccer Field
Texas A&M Forest Service
Kudos Travel Center and Truck Stop
H.E.A.R.T.S Veterans Museum of Texas
Texas Prison Museum
1791
75
190
Google Earth
Image © 2025 Airbus
1000 ft
N

11133 I-45 South, Building T
Conroe, Texas 77302
P (936) 539-1384
Terracon.com

August 20, 2025

KSA Engineers, Inc.
1111 Hawn Avenue
Shreveport, Louisiana 71107

Attn: Mr. Mark Hall, P.E. – Project Manager
P: (318) 221-7501
E: mhall@ksaeng.com

RE: Cost Estimate for Geotechnical Engineering Services
UTS Huntsville Airport Drive Realignment
Huntsville, Texas
Terracon Document No. P97255083.Revision1

Dear Mr. Hall:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following exhibits are attached.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this cost estimate is **$8,950**. **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

We expect our services will be authorized by issuing a Task Order Form under the existing "Standard Form of Agreement Between Engineer and Geotechnical Engineer for Professional Services" between Terracon and KSA Engineers, Inc. (KSA) dated December 16, 2008. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.
(Texas Firm Registration No.: F-3272)

Aazim Javed
Staff Geotechnical Professional (Houston)

Rebecca C. Rice, P.E.
Department Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by KSA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request KSA and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Project Description	▪ The project consists of the relocation of the existing access road, involving the removal and abandonment of a portion of the existing road and adjacent parking lot, and the construction of a new roadway alignment. ▪ We assume the new roadway alignment is planned to be designed and constructed in accordance with the most recent City of Huntsville Engineering Design Criteria Manual and that the proposed asphaltic concrete roadway section is planned to consist of minimum 2 inches of hot mix asphaltic concrete over 6 inches of flexible base material underlain by 6 inches of chemically treated subgrade. We understand additional pavement sections may be considered.
Finished Subgrade Elevation	Within about one foot of existing grade
Anticipated Traffic	Detailed traffic loads and frequencies were not available at the time of this cost estimate. We anticipate that traffic will consist primarily of light industrial traffic consisting of passenger vehicles combined with garbage trucks, fuel tankers, fire trucks, and large multi-axle delivery trucks from time-to-time in the driveway areas.

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits, as modifications to our scope and fees may be necessary.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Huntsville Municipal Airport within the vicinity of the existing access road and a portion of Airport Drive near the intersection of TX-75 and Airport Drive in Huntsville, Texas. Latitude: 30.7378°, Longitude: -95.5859° (approximate center of new roadway alignment) (See **Exhibit D**)
Existing Improvements	Existing parking lot adjacent to the existing access road.
Current Ground Cover	Asphaltic concrete, grass, and weeds.
Existing Topography	Relatively level
Site Access	We expect the site and exploration locations are accessible with our standard truck-mounted drilling equipment and support vehicles during normal business hours. Based on information provided by KSA, we understand the existing roadways will remain open to traffic during the design phase. Due to the presence of low-volume, low-speed traffic along the alignment, basic traffic control measures such as the use of traffic cones and appropriate signage will be implemented to ensure the safety of both site personnel and the public during drilling operations.
Expected Subsurface Conditions	The site is located on the Catahoula Formation, a deltaic nonmarine Miocene deposit varying in thickness from about 250 to 300 feet. The formation is generally composed of mudstone and sand; the upper part contains mudstone and is tuffaceous and sandy, while 10 to 80 feet into the formation contains quartz sand in a coarse-grained pattern. Fossil wood is abundant forming a cuesta.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program is expected to be completed with one day of on-site activities and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
3 (B-1 and B-3)	10	Proposed Roadway Alignment
1 (B-2)	10	Parking lot
3	**30**	**Total**

1. Below grade at the time of our field program.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld Global Posistioning System (GPS) equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. The layout of the borings and test locations will be approximate. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information, if requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous flight augers. We will auger the existing pavement to access the underlying base (if any) and subgrade materials. Five samples will be obtained continuously to the termination depth of each boring (about 10 feet below existing grade). Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from the field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion. Pavements will be patched with asphalt patch products. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the boreholes or in nearby grassy areas. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Site Access: We understand this work will be performed for Huntsville Municipal Airport and that street cut or traffic control permits will not be required. Terracon plans to coordinate with KSA prior to mobilizing. **We assume all access permissions and/or clearances will be obtained by KSA and provided to Terracon, if required.** Our proposed fees do not include time to negotiate and coordinate access. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service or use in-house geophysical equipment. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Traffic Control: Based on information provided by KSA, we understand the existing roadways will remain open to traffic until construction begins. As the roadways are low-speed and experience low traffic volumes, full traffic control services are not included in the scope of work. However, to ensure safety during drilling operations, the southbound lanes on Kevin Williams Road and Airport Drive will be temporarily closed using basic traffic control measures, including traffic cones and appropriate signage. All other lanes will remain open to maintain traffic flow.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test to be performed. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Method for Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual classification
- Groundwater levels observed during drilling
- Site and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site and subgrade preparation
- Pavement design guidelines

In addition to an emailed report, your project will also be delivered using our client portal **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Project information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	$7,450
Private Utility Locating Services (1 day)[1]	$1,500
Total	**$8,950**

1. We plan to subcontract a private utility locating firm and/or utilize geophysical equipment. The detection of underground utilities is dependent upon the composition of construction of utility lines. Some utilities are compromised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

We will submit our invoice(s) to the address shown at the beginning of this cost estimate. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental cost estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule [1, 2]
Project Planning	5 working days after notice to proceed
Field Work Mobilization	7 to 10 working days from notice to proceed
Site Characterization[3]	10 working days after completion of field program
Geotechnical Engineering [3]	15 working days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. Delivery based on completion of the field program in one day.

Exhibit D – Site Location

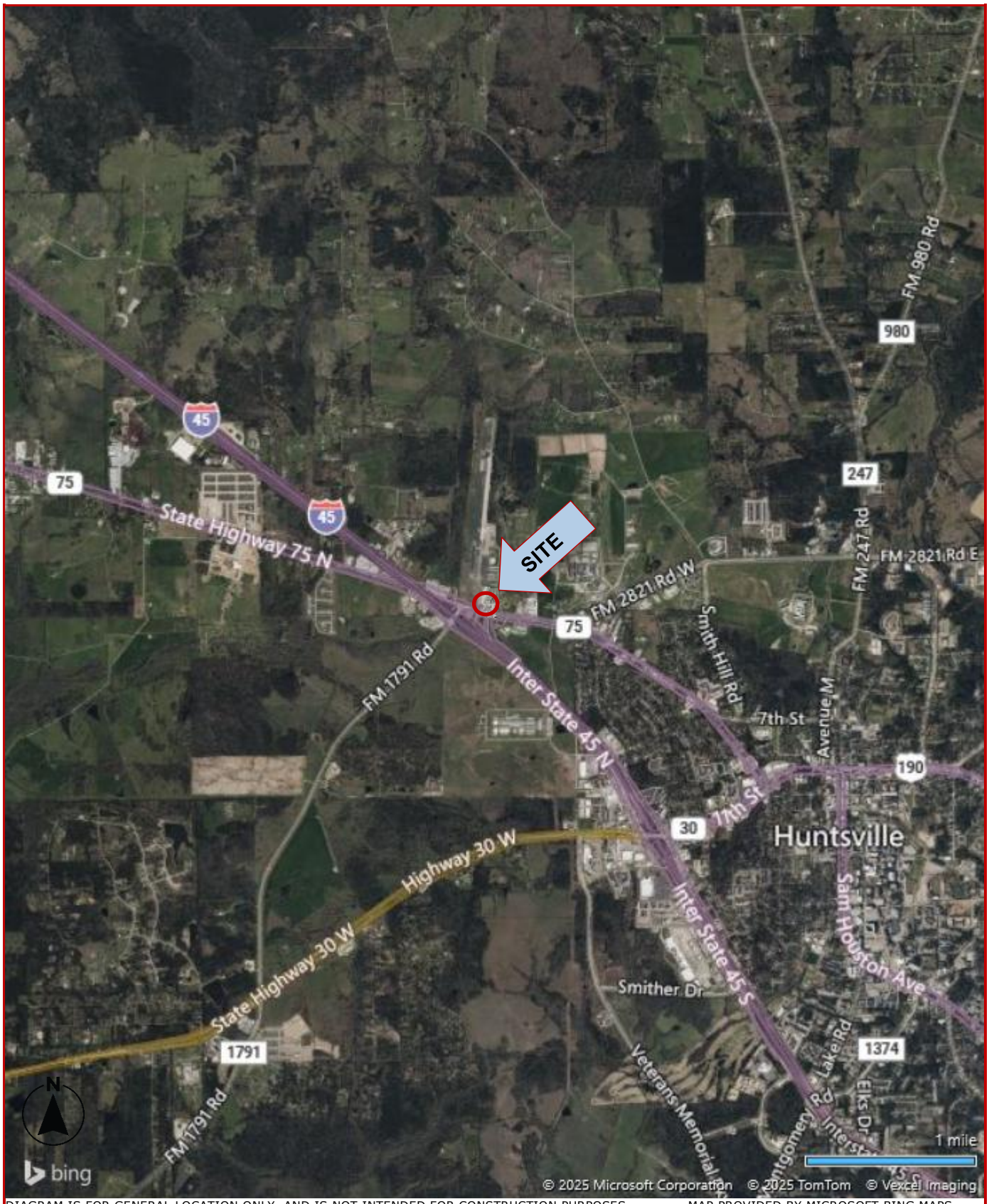


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

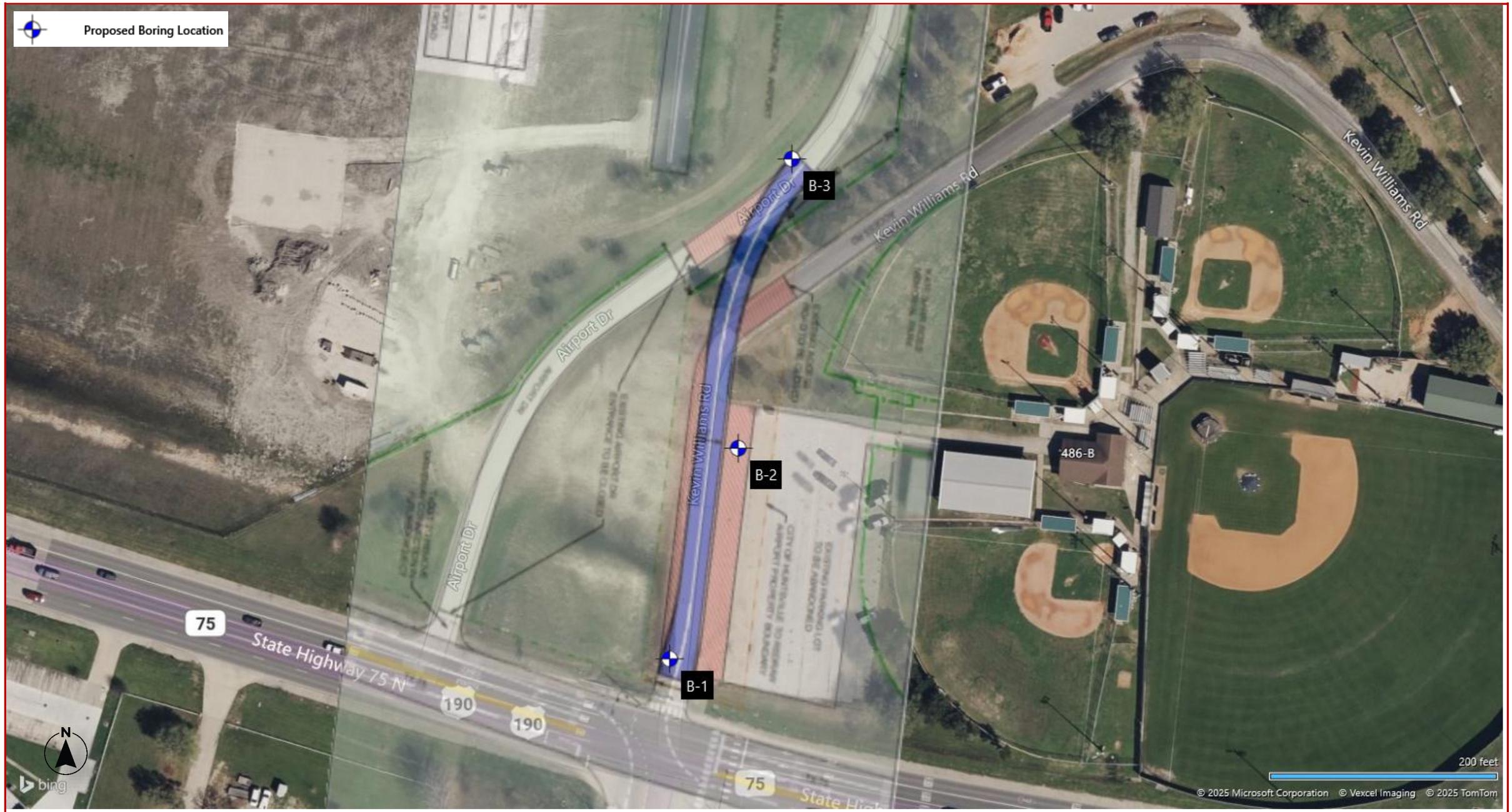


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

DBE Plans & Goals Preparation Services, LLC

August 15, 2025

Mark Hall
KSA Engineers

Mark:

I am pleased to offer my services for the FY25-27 DBE Goal calculation for the CITY OF HUNTSVILLE, TX / HUNTSVILLE MUNICIPAL AIRPORT. The DBE Goal will be prepared for the fiscal years 2025 – 2027 in accordance with the federal triennial schedule.

DBE Plans & Goals Preparation Services, LLC will:

- Prepare the DBE Goal(s) in a fashion approvable by the Texas Department of Transportation – Aviation Division;
- Provide services in an efficient, competent manner;
- Develop a schedule in partnership with KSA ENGINEERS for development of the DBE Goal for delivery to the Civil Rights Division of the FAA;
- Provide two (2) copies, one hard copy and one electronic copy of the completed DBE Goal. The hard copy will be mailed to the Sponsor/Airport. An electronic copy will be submitted to KSA ENGINEERS. An electronic copy will also be submitted to the Texas Department of Transportation – Aviation Division for review and approval;
- Provide sample copy of required legal announcements;
- Provide assistance to aid the sponsor in understanding their responsibilities in the administration of the DBE Program and Goal.

KSA ENGINEERS will:

- Provide a description of the work for projects requiring a DBE goal calculation;
- Provide the name and contact information for the Sponsor's representative (DBELO);

- Provide the amount requested/to be requested for projects requiring a DBE goal calculation (amount for construction as well as amount for professional services);
- Provide a breakout of the various work elements and their estimated costs (Opinion of Probable Costs for Construction and Professional Services)- (Note: Professional Services would include all engineering services, surveying, testing and DBE preparation.)

The Sponsor/Airport will:

- Grant DBE Plans & Goals Preparation Services, LLC Access to Airport in FAA Civil Rights Connect (This is not required unless we decide that we would like to submit the DBE goal to the FAA for approval);
- Be responsible for issuance of legal advertisements;
- Be responsible for actual administration of the DBE Program/Goal(s) during the course of the project;
- Be responsible for completion of the annual Uniform Report of DBE Awards or Commitments and Payments.

Compensation:

- DBE Plans & Goals Preparation Services, LLC will prepare said DBE Goal for $6,000 as broken out below:
  - Prepare the DBE Goal Calculation, Public Notice Preparation, & Conduct Public Participation $6,000.
- DBE Plans & Goals Preparation Services, LLC will be reimbursed for any required travel costs. I have never had to travel in the completion of a DBE program and goal, but it could be required if I have to attend a public hearing or otherwise requested to do so by the Sponsor.

This agreement is between DBE Plans & Goals Preparation Services, LLC of Weatherford, Texas and KSA ENGINEERS of SHREVEPORT, LA.

The DBE Goal calculation is prepared by DBE Plans & Goals Preparation Services, LLC as a subcontractor for KSA ENGINEERS. Information contained in the prepared documents is intellectual property of DBE Plans & Goals Preparation Services, LLC and is intended for the use of only those parties identified in this agreement for the one-time use of the specified project.

If this agreement is acceptable to you as stated, please sign and return a copy to me. I will consider my receipt of the signed agreement and the information requested to be provided by KSA ENGINEERS above as my Notice to Proceed to begin preparation of the DBE Goal(s).

I look forward to partnering with KSA ENGINEERS on this project.

Sincerely,

Lauren Spillers

Lauren Spillers - Owner and DBE Preparer

This agreement as stated herein is acceptable to KSA ENGINEERS.

_____ _____

Signature Date

_____

Printed Name & Title

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.a.

Agenda Item: Consider adopting Ordinance No. 2025-22 to adopt the FY 2025-2026. Budget with all policies, fees, rates, and provisions as referenced therein. **Record/rollcall vote required**

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance No. 2025-22 to adopt the FY 2025-2026 Budget with all policies, fees, rates and provisions as referenced therein. **Record/rollcall vote required**

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 a 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: This FY 2025/2026 Budget is presented to the Council for approval after six months of preparation by staff, the City Manager's recommended budget was provided to Council on August 8th, a presentation to Council on August 11th for the budget, and a Public Hearing on the Budget on September 2nd. This budget has been prepared using a Property Tax Rate of $0.3475.

Previous Council Action: At the September 2, 2025 City Council meeting, the Council voted to postpone adoption of the budget until September 16, 2025.

Financial Implications: Approval of this item will put in place the Budget for FY 2025/2026.

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Ordinance - Budget adoption FY 26-Corr 8.21.2025
2. Required State Truth in Taxation statement - follows Ordinance adopting Budget
3. All Funds Summary 8.27.2025
4. Exhibit A Fund Revenue - Expenditures and Projected Balances FY 2026 as of 8.26.2025
5. Exhibit A1 CIP FY 25-26 FINAL

6. Exhibit B FY 25-26 Fiscal Policies updated 6.11.2025 added Drainage Fund
7. Exhibit C FY 25-26 Investment Banking Policy with OPEB.PEB Trust FINAL 090425
8. FY 26 Fee Schedule Changes Requested Master FINAL 8.26.2025
9. customer impact statement 2025-2026

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF AN ANNUAL BUDGET; APPROVING AND ADOPTING THE OPERATING AND CAPITAL IMPROVEMENTS BUDGET FOR THE CITY OF HUNTSVILLE, TEXAS, FOR THE PERIOD OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026 RATIFYING AND APPROVING FISCAL AND BUDGETARY POLICIES; RATIFYING AND APPROVING THE INVESTMENT AND BANKING POLICIES; RATIFYING AND APPROVING VARIOUS FEES, RATES AND CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS more than thirty days before the end of the City's fiscal year and more than thirty days before the adoption of this ordinance, the City Manager of the City Huntsville, Texas, submitted a proposed budget for the ensuing fiscal year according to Section 11.05 of the Charter of the City of Huntsville, Texas, and Texas Local Government Code Section 102.005; and

WHEREAS the City Manager filed a copy of the proposed budget with the City Secretary and the budget was available for public inspection at least fifteen days before the budget hearing and tax levy for the fiscal year 2025-2026 [Texas Local Government Code § 102.006]; and

WHEREAS the itemized budget shows a comparison of expenditures between the proposed budget and the actual expenditures for the same or similar purposes for the preceding year and the estimated amount of money carried for each [Texas Local Government Code § 102.003(a)]; and

WHEREAS the budget contains financial information of the municipality that shows the outstanding obligations of the City, the available funds on hand to the credit of each fund, the funds received from all sources during the preceding year; the funds available from all sources during the ensuing year; the estimated revenue available to cover the proposed budget; and the estimated tax rate required to cover the proposed budget [Texas Local Government Code § 102.003(b)]; and

WHEREAS notification has been provided to the public concerning the public hearing for the fiscal year 2025-- 2026 budget [Texas Local Government Code § 102.0065]; and

WHEREAS the budget for the year October 1, 2025, through September 30, 2026 has been presented to the City Council, and the City Council has held a public hearing with all notice as required by law, and all comments and objections have been considered; and

WHEREAS the fees, rates and charges set out herein are reasonable and necessary and are established and set in the best interests of the City.

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

SECTION 1: City Council adopts the budget for the City of Huntsville, Texas, now before the City Council for consideration and attached, as the budget for the City for the period of October 1, 2025, through September 30, 2026.

SECTION 2: The appropriation for the ensuing fiscal year for operating expenses, debt service and capital outlay budgets shall be fixed and determined as shown in Exhibit A and by reference to the Fund Summaries with account classification totals in the City Secretary's office.

SECTION 3: New projects described for fiscal year 2025-2026 in the Capital Improvements budget portion of the 2025-2026 budget are approved at the cost level indicated, subject to the availability of funding of project costs (Exhibit A1).

SECTION 4: City Council approves the monthly payment for an eligible employee to the City's Medical Insurance Internal Service Fund of $850.00 per month ($10,200.00 annually), per employee electing coverage.

SECTION 5: City Council approves a budgeted TMRS rate established according to TMRS rates for the benefit levels elected by the City.

SECTION 6: City Council approves a transfer of an amount equal to five (5.0%) percent of the gross revenues received during Fiscal Year 2025-2026 from all water, wastewater, and solid waste customers, as a transfer to the General Fund to compensate the City for the use of streets and rights-of-way by the Water, Wastewater, and Solid Waste Funds.

SECTION 7: City Council hereby has reviewed and approves the Fiscal and Budgetary, and Purchasing Policies (Exhibit B).

SECTION 8: City Council has reviewed and approves the investment policies, strategies, and the Investment and Banking Policies and Investment Policy Statement for the Post-Employment Benefit Plan (Exhibit C).

SECTION 9: City Council approves and reauthorizes building permit fees and other fees, rates, charges and their associated revenue, which is incorporated into the budget; Exhibit D. Exhibit D authorizes water, wastewater, and solid waste rate increases as noted.

SECTION 10: The City Secretary is directed to maintain a copy of the adopted budget, to file a copy of it with the City Library and the County Clerk, and to publish a notice saying the budget is available for public inspection [Texas Local Government Code §§ 102.008 and 102.009(d)].

SECTION 11: Council may amend this budget from time to time as provided by law for the purposes of authorizing emergency expenditures or for municipal purposes, provided, however, no obligation shall be incurred or any expenditure made except in conformity with the budget [Texas Local Government Code §§ 102.009-102.011; Huntsville City Charter §§ 11.06-11.07].

SECTION 12: The City Manager may, within the policies adopted within this budget, authorize transfers between budget line items; City Council may transfer any unencumbered appropriated balance or portion of it from one office, department, or agency to another at any time, or any appropriation balance from one expenditure account to another within a single office, department, or agency of the City [Huntsville City Charter §11.06.].

SECTION 13: City Council expressly repeals all previous budget ordinances and appropriations if in conflict with the provisions of this ordinance. If a court of competent jurisdiction declares any part, portion, or section of this ordinance invalid, inoperative, or void for any reason, such decision, opinion, or judgment shall in no way affect the remaining portions, parts, or sections, or parts of a section of this ordinance, which provisions shall be, remain, and continue to be in full force and effect.

SECTION 14: This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this, the 16th day of September 2025

THE CITY OF HUNTSVILLE, TEXAS

_____

Russell Humphrey, Mayor

ATTEST:

_____

Kristy Doll, City Secretary

APPROVED AS TO FORM:

_____

Leonard Schneider, City Attorney

City of Huntsville, Texas

Annual Operating Budget for Fiscal Year 2025-2026

This budget will raise more total revenue from property taxes than last year's budget by $197,186 (2.14%), and of that amount $187,906 (2.1%) is property tax revenue to be raised from new property added to the tax roll this year.

Record vote on adopting the FY 25-26 Budget:

Councilmember Name	Position	Vote (Yes/No)
Russell Humphrey	Mayor	Yes/No
Tore Fossum	Ward 1	Yes/No
Casey Cox	Ward 2	Yes/No
Anissa Antwine	Ward 3	Yes/No
Jon Strong	Ward 4	Yes/No
Bert Lyle	Position 1 at Large	Yes/No
Karen Denman	Position 2 at Large	Yes/No
Vicki McKenzie	Position 3 at Large	Yes/No
Pat Graham	Position 4 at Large	Yes/No

Property Tax Rate Information:

	Fiscal Yr 25-26	Fiscal Yr 24-25
Tax Rate adopted	$0.3475	$0.3445
No-New-Revenue Tax Rate	$0.3458	$0.3145
No-New-Revenue M&O Tax Rate	$0.3034	$0.2443
Debt Rate	$0.0424	$0.0685
Voter-Approval Tax Rate	$0.3477	$0.3585

City Debt Obligations secured by property taxes $39,531,168

City of Huntsville

Proposed CIty Manager Budget
All Funds Summay
FY 25-26

Account	FY 2024 Actual Amt	FY 2025 Adopted Amt	FY 2026 City Manager
Revenues			
Property Taxes	$ 8,940,922	$ 10,584,991	$ 11,098,468
Sales Tax	$ 12,543,849	$ 12,200,000	$ 13,500,000
Other Taxes	$ 148,282	$ 125,000	$ 155,000
Permits/Licenses/Development Fees	$ 1,074,491	$ 972,300	$ 984,500
Water Service Charges	$ 22,139,449	$ 25,002,500	$ 29,626,637
WasteWater Service Charges	$ 11,189,113	$ 13,000,000	$ 14,844,075
Municipal Court Fines	$ 884,471	$ 890,850	$ 1,047,650
Solid Waste Service Charges	$ 7,943,921	$ 8,131,000	$ 8,382,890
Stormwater Drainage Fees	$ 282,508	$ 181,000	$ 1,740,500
Fees/Charges/Sales	$ 1,518,720	$ 1,249,267	$ 1,308,817
Inter Governmental	$ 853,269	$ 899,627	$ 902,442
Administrative Reimbursements	$ 6,687,870	$ 7,119,497	$ 6,824,291
Interest Earnings	$ 2,979,922	$ 1,241,250	$ 1,645,468
Grants/Reimbursements/Contributions	$ 343,144	$ 295,080	$ 362,380
Other Revenues	$ 13,250,523	$ 9,757,723	$ 11,880,950
Utility Franchise Fees	$ 2,063,172	$ 2,200,000	$ 2,140,000
Hotel / Motel Taxes	$ 1,079,910	$ 1,025,000	$ 1,210,000
Total Revenues	**$ 93,923,539**	**$ 94,875,085**	**$107,654,068**
Expenditures			
Salary/OtherPay/Benefits	$ 25,775,455	$ 30,124,356	$ 31,613,736
Supplies	$ 3,131,288	$ 3,217,048	$ 3,123,398
Maintenance of Structures	$ 4,255,541	$ 4,452,925	$ 4,787,760
Maintenance of Equipment	$ 1,016,480	$ 1,052,138	$ 1,223,623
Service and Utiliites	$ 10,616,014	$ 11,794,158	$ 14,649,839
Insurance/Sundry/Elections	$ 1,634,887	$ 1,636,450	$ 1,793,500
Programs/Projects	$ 5,089,260	$ 5,351,050	$ 4,670,236
Land Costs	$ 0	$ 0	$ 0
Capital Outlays	$ 4,815,318	$ 4,125,609	$ 3,787,492
TRA Water Plant	$ 8,458,313	$ 9,516,390	$ 9,531,605
Utility Fund Debt Payments	$ 3,931,606	$ 4,409,080	$ 7,342,869
Debt Service	$ 2,863,686	$ 2,869,979	$ 3,522,122
Future Appropriations/Bad Debt/Depreciation	$ 6,376,207	$ 250,000	$ 125,880
Adminstrative Reimbursements Out	$ 8,371,146	$ 9,080,426	$ 9,385,734
Interfund Charges/Transfers Out	$ 5,033,227	$ 2,693,557	$ 3,916,238
Transfers to Capital	$ 7,109,667	$ 5,908,939	$ 6,797,865
Improvements	$ 490	$ 1,500	$ 1,500
Total Expenditures	**$ 98,478,584**	**$ 96,483,605**	**$106,273,397**

Reserve Contributions:	**$ 1,380,671**
Revenues Less Expenditures:	**$ 0**

Fund Revenues, Expenditures and Projected Balances
FY 2025-2026

Fund	Fund Name	Estimated 09/30/25 Unallocated Reserve	Revenues	Admin Reimb In	Trans In	Total Revenue	Expenditures	Admin Reimb Out	Trans Out	Transfer to Cap	Exp	One Time Equity	Total Exp	Estimated 09/30/26 Unallocated Reserve
101	General Fund	11,843,738	28,596,337	6,824,291	2,546,100	37,966,728	35,644,222		1,822,506	500,000	37,966,728		37,966,728	11,843,738
	Debt Service													
116	Debt Service Fund	623,277	1,808,468	-	590,363	2,398,831	2,363,832	-	-	-	2,363,832	-	2,363,832	658,276
	Enterprise													
220	Utility Fund	9,912,532	45,648,462	73,352	-	45,721,814	29,645,020	6,404,942	3,307,771	5,650,000	45,007,733		45,007,733	10,626,613
224	Solid Waste Fund	6,106,216	8,682,090	-	-	8,682,090	5,977,769	1,013,985	1,633,444		8,625,198		8,625,198	6,163,108
226	Stormwater Drainage Fund		1,505,500			1,505,500	1,333,879		171,621		1,505,500		1,505,500	
	Internal Service													
302	Medical Insurance Fund	4,544,949	3,945,599	572,400		4,517,999	4,313,629	-	-	-	4,313,629		4,313,629	4,749,319
306	Capital Equipment Fund	7,618,531	250,000	-	3,299,675	3,549,675	3,491,733	-	-	-	3,491,733		3,491,733	7,676,473
309	Computer Equip. Replacement Fund	750,859	11,000	-	455,137	466,137	-	-	-	-	-		-	1,216,996
	Special Revenue													
601	Court Security SRF	86,803	32,000			32,000	-	-	30,309	-	30,309		30,309	88,494
602	Court Technology SRF	70,320	29,000	-	-	29,000	33,418	-	-	-	33,418		33,418	65,902
609	Airport SRF	139,756	148,417	-	-	148,417	154,184	-	-	-	154,184		154,184	133,989
610	Library SRF	192,892	67,100	-	-	67,100	68,667	-	-	-	68,667	-	68,667	191,325
611	Police Seizure & Forfeiture SRF	252,500	5,000	-		5,000	191,728	-	-	-	191,728	-	191,728	65,772
612	PD School Resource Officer SRF	299,411	710,281	-	166,489	876,770	832,444	-	44,326	-	876,770		876,770	299,411
613	PD Fed Equitable Sharing Fds SRF	118,044	167,947	-	-	167,947	183,670	-	-	-	183,670		183,670	102,321
614	Police Grants SRF	58,211	109,340			109,340	109,340				109,340		109,340	58,211
619	LEOSE SRF	37,782	15,880			15,880	15,300				15,300		15,300	38,362
	Hotel/Motel Tax													
618	Arts & Visitor Center SRF	337,401	223,340	-		223,340	244,669	4,950	-	-	249,619		249,619	311,122
663	H/M Tax- Tourism & Visitors Cntr	1,462,929	1,160,500	-		1,160,500	972,086	74,198	19,755	-	1,066,039		1,066,039	1,557,390
	Endowment													
402	PEB Trust - Medical Fund	5,385,000	-	-	-	-	20,000	-		-	20,000	-	20,000	5,365,000
418	Library Endowment Fund	124,100	5,000	-	-	5,000	-	-	-	-	-	-	-	129,100
461	Oakwood Cemetery Endowment Fund	397,800	5,000	-	-	5,000	-	-		-	-		-	402,800
		50,363,051	**93,126,261**	**7,470,043**	**7,057,764**	**107,654,068**	**85,595,590**	**7,498,075**	**7,029,732**	**6,150,000**	**106,273,397**		**106,273,397**	

City of Huntsville
FY 2025-2026 Capital Funding Additions and Sources

Utility CIP	Amount	Funding Sources
Old Colony Road (Goodrich to SH 19) Utility Rd Jeffro St Rhodes Dr	$ 200,000	Utility Fund
Eastham (Elmwood to Royal Oaks) - Replace 6", Adding Elmwood Street from Peach Tree to Eastham (850'), Eastham from Royal Oaks to Hickory (350'), Boettcher from Huntsville Village to I-45 (1150'), Looping from Beto to Hardy to Turner (500')	$ 900,000	Utility Fund
Mance Park Middle School Waterline Rehabilitation	$ 750,000	Utility Fund
11th Street/Old Madisonville Rd	$ 750,000	Utility Fund
Camellia from West Green Briar to 1894 Camellia upsize to 12" (1900')	$ 70,000	Utility Fund
Veterans Memorial From FM1374 to Woodward 12" (3500')	$ 110,000	Utility Fund
10th Street from Old Madisonville to Ave M. 6"&8" (2000')	$ 70,000	Utility Fund
University Ave. from Thomason to FM 247/Ave M 8" (1200')	$ 50,000	Utility Fund
Ave Q from 15th St to 17 St. 6" (1200')	$ 50,000	Utility Fund
Developer Participation Agreements	$ 100,000	Utility Fund
Hitchin' Post Lift Station and 5000' x 6" Force Main in the area	$ 323,000	Utility Fund
Elkins Lake #2 (EL 2) Lift Sta Rehab + FM Replace	$ 600,000	Utility Fund
AJ-08 Basin Rehabilitation and Renewal Additional Services, lines evaluation, MH testings.	$ 200,000	Utility Fund
Elkins Lake #3 (EL 3) Lift Station Rehabilitation and Expansion	$ 100,000	Utility Fund
Elkins Sewer line Rehabilitation - Various sizes. 27" SS at the Cliff of System C (Downstream of Woods Elkins Lake)	$ 827,000	Utility Fund
Sewer Line at End of Ross St. 200' of 6" with MH crossing Town Creek. MH and Pipe eroded away. Erosion Control for the bank.	$ 150,000	Utility Fund
Chlorine Room Repairs - AJ Brown Wastewater Treatment Plan	$ 300,000	Utility Fund
Developer Participation Agreements	$ 100,000	Utility Fund
TOTAL - Utility Fund CIP	**$ 5,650,000**	
General - CIP	**Amount**	**Funding Sources**
Park Improvement Projects per Master Park Study	$ 207,000	General Fund
Airport Road Relocation (TxDOT)	$ 45,000	General Fund
Construction Ground Lease Aprons	$ 180,000	General Fund
Runway 18-36 Mill and Overlay - Design	$ 18,000	General Fund
Miscellaneous Sidewalk Improvements Including downtown	$ 50,000	General Fund
Total General CIP	**$ 500,000**	
Total Sources Summary	**Amount**	
Utility Fund Contributions	$ 5,650,000	
General Fund Contributions	$ 500,000	
25-26 Total Sources of Funds	**$ 6,150,000**	

Fiscal and Budgetary Policies

I. STATEMENT OF PURPOSE

The purpose of the Fiscal and Budgetary Policies is to identify and present an overview of policies dictated by state law, the City Charter, City ordinances, and administrative policies. The aim of these policies is to achieve long-term stability and a positive financial condition. These policies provide guidelines to the administration and finance staff in planning and directing the City's day-to-day financial affairs and in developing financial recommendations to the City Council. These policies set forth the basic framework for the overall fiscal management of the City. Operating independently of changing circumstances and conditions, these policies assist in the decision-making process. These policies provide guidelines for evaluating both current activities and proposals for future programs.

These policies represent long-standing principles, traditions and practices which have guided the City in the past and have helped maintain financial stability. An important aspect of the policies is the application of budget and fiscal policies in the context of a long-term financial approach. The scope of these policies span accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, asset management and debt management.

The City Council and/or Finance Committee annually review and approve the Fiscal and Budgetary Policies as part of the budget process.

II. BASIS OF ACCOUNTING

A. **Accounting in Accordance With GAAP.** The City's finances shall be accounted for in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board.

1. **Organization of Accounts.** The accounts of the City shall be organized and operated on the basis of funds. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions

2. **Fund Structure.** The City of Huntsville uses the following fund groups:

Governmental Funds:
General Fund
General Obligation Debt Service Fund
Capital Projects Funds

Special Revenue Funds:
Municipal Court Special Revenues
Library Special Revenues
Airport Special Revenues
Police Special Revenues
Hotel/Motel Tax & Arts

Proprietary Funds:

Enterprise Funds:

Utility Fund (Water & Wastewater operations)
Solid Waste Fund
Drainage Fund

Internal Service Funds:

Medical Insurance
Equipment Replacement
Computer Replacement

Permanent Funds:

Library Endowment
Oakwood Cemetery Endowment

Trust Funds:

Retiree PEB Trust –Medical
Scholarship Fund
Employee Assistance Fund

3. **Governmental Fund Types.** Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, General Obligation Debt Service and Capital Project funds. Governmental fund types shall use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures are recognized when the related fund liability is incurred, if measurable, except for principal and interest on general long-term debt, which are recorded when due, and compensated absences, which are recorded when payable from currently available financial resources.

4. **Proprietary Fund Types.** Proprietary fund types are used to account for the City's business type activities (e.g., activities that receive a significant portion of their funding through user charges). The City has two types of proprietary funds: Enterprise Funds and Internal Service Funds. The City's Proprietary fund types are accounted for on a flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Enterprise funds receive their revenues primarily through user charges for service. Internal Service funds receive their revenues primarily from the other funds of the City.

5. **Permanent Funds.** The Library Endowment Fund and Oakwood Cemetery Endowment Fund are used to account for endowments received by the City. Money available for expenditures in these funds are the accumulated interest earnings.

6. **Trust Funds.** The PEB Trust for retirees is used to account for funds designated for use for retiree Health Insurance costs if needed. Monies in this Fund help to lessen the City's Unfunded Accrued Actuarial Liability (UAAL) that is the result of the City providing a health insurance benefit to certain retirees. The Employee Assistance

Fund is funded by contributions from City employees and monies are used to assist employees encountering catastrophic illness (examples – cancer, vehicle accidents, etc.) medical costs. The Scholarship Fund is also funded by contributions from employee. The monies are used to provide scholarships to graduating seniors of employees who will be continuing their education at a university, junior/community college, or a technical school.

7. **Encumbrance Accounting.** The City shall utilize encumbrance accounting under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation.

III. OPERATING BUDGET

A. BUDGET PROCESS.

1. **Proposed Budget.** Section 11.05 of the City Charter requires that the City Manager submit to the City Council a proposed budget at least 30 days prior to the end of the fiscal year that presents a complete financial plan for the ensuing year. Public hearings shall be held in the manner prescribed by the laws of the State of Texas relating to budgets in cities and towns. The Charter requires that no budget be adopted or appropriations made unless the total of estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations. Past practice has been to present a draft budget to City Council at least six weeks prior to fiscal year end.

   a. The budget shall include four basic segments for review and evaluation: (1) personnel costs, (2) base budget (same level of service) for operations and maintenance costs, (3) decision packages for capital and other (non-capital) project costs, and (4) revenues.

   b. The budget review process shall include City Council participation in the development of each of the four segments of the proposed budget.

   c. The budget process will allow the opportunity for the City Council to address policy and fiscal issues.

   d. A copy of the proposed budget shall be posted on the City's website when it is submitted to the City Council.

2. **Modified Incremental Approach.** The operating budget less prior year supplemental requests, shall serve as the starting point for budget estimates.

3. **Adoption.** Upon the presentation of a proposed budget document to the City Council, the City Council shall call and publicize a public hearing. The City Council shall subsequently adopt by Ordinance such budget, as it may have been amended, as the City's Annual Budget, effective for the fiscal year beginning October 1.

   As required by Section 11.05 of the Charter, if the City Council takes no action to adopt a budget on or prior to September 27th, the budget as submitted by the City Manager, is deemed to have been finally adopted by the City Council.

4. **Government Finance Officers Association.** The annual budget shall be submitted to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

5. **Truth in Taxation**. Budget development procedures will be in conformance with State law, outlined in the Truth in Taxation process. In the event of a tax increase, at least two notices will be given and public hearings held.

B. PLANNING. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The budget planning process is for a five year period recognizing that budgets are influenced by decisions made in prior year budgets and that decisions made in the current year budgets serve a precursor to future budget requirements. The City shall recognize both short-term needs and objectives in relation to the long-term goals of the City.

C. PREPARATION. The operating budget is the City's annual financial operating plan. The budget includes all of the operating departments of the City, the debt service fund, all capital projects funds, internal service funds, and all special revenue funds of the City. An annual budget shall be prepared for all funds of the City, with the exception that capital projects will be budgeted on a project length basis, rather than an annual basis.

1. **Basis of Budget.** Operating budgets are adopted on a basis consistent with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board, with exceptions, including that depreciation is not included in the budget, capital purchases are budgeted in the year of purchase, unmatured interest on long-term debt is recognized when due, and debt principal is budgeted in the year it is to be paid.

   a. Governmental Fund Types are budgeted on a modified accrual basis, with exceptions as noted above. Revenues are included in the budget in the year they are expected to become measurable and available. Expenditures are included in the budget when they are measurable, a liability is incurred, and the liability will be liquidated with resources included in the budget.

   b. Capital project budgets are project length budgets and are budgeted on a modified accrual basis.

   c. Proprietary fund types are budgeted generally on an accrual basis with exceptions as noted above. Revenues are budgeted in the year they are expected to be earned and expenses are budgeted in the year the liability is expected to be incurred. The emphasis is on cash transactions in lieu of non-cash transactions, such as depreciation. The focus is on the net change in working capital.

2. **Legal Level of Control.** The budget shall be adopted at the "legal level of control," which is, by Division, within individual funds. The level at which management, without prior council approval, loses the ability to reapply budgeted resources from one use to another is known as the budgets' "legal level of control." The City has a number of levels of detail in the operating budgets - the fund, the department, the division, the object and the line item.

Example:
Fund - General Fund
Department - Public Safety
Division - Police
Object - Salaries, Other Pay and Benefits
Line Item - Regular Salaries

In the above example, the legal level of control is the budget total for the Police Division. Department Heads may not exceed budget allocations at the object code level in controllable account without City Manager approval.

3. **Identify Available Funds.** The budget shall be sufficiently detailed to identify all available funds. The format will include estimated beginning funds, sources of funds, uses of funds, and estimated remaining funds at budget year-end. An actual prior year, estimated current year and proposed budget shall be presented.

4. **Interfund Transfers/Charges.** A summary showing transfers and charges between funds will be provided during the budget process to explain the "double counting" of revenues and expenditures.

5. **Periodic Reports.** In compliance with Section 11.02(e) of the Charter, the City will maintain a budgetary control system to ensure adherence to the budget and will prepare periodic reports comparing actual revenues, expenditures and encumbrances with budgeted amounts.

6. **Self Sufficient Enterprise Funds.** Enterprise operations, Utility Fund, Solid Waste, are intended to be self-sufficient.

7. **Administrative Cost Reimbursement.** Enterprise fund budgets shall include a reimbursement to the General Fund to pay a proportionate share of administrative costs. Documentation to support the transfer shall be presented to City Council during the budget process.

8. **Charges to Other Funds by Internal Service Funds.** Charges by internal service funds to user divisions and funds shall be documented as part of the budget process.

9. **Appropriations Lapse.** Pursuant with Section 11.06 of the Charter, annual appropriations lapse at year end. Items purchased through the formal purchase order system (i.e., the encumbered portions), and not received by fiscal year end, are presented to City Council for re-appropriation in the subsequent fiscal year. To be eligible for automatic re-appropriation in a subsequent year, the goods or services must have been ordered in good faith and appropriated in the year encumbered.. The original budget is amended to include the re-appropriations. Capital projects budgets do not lapse at year-end.

10. **Performance Indicators and Productivity Indicators.** The annual budget, where possible, will utilize performance measures and productivity indicators.

D. BALANCED BUDGET. The budget shall be balanced using a combination of current revenues and available funds. Current year operating expenses shall be funded with current year generated revenues. No budget shall be adopted unless the total of

estimated revenues, income, and funds available is equal to or in excess of such budget.

E. REPORTING. Periodic financial reports shall be prepared to enable the Department Heads to manage their budgets and to enable monitoring and control of the budget.

F. CONTROL. Operating Expenditure Control is addressed in Section V of these Policies.

G. CONTINGENT APPROPRIATION. The General Fund, Utility Fund, and Solid Waste Fund may have an adequate contingent appropriation. This contingent appropriation, titled "Reserve for Future Allocation", shall be disbursed only by transfer to another departmental appropriation. Transfers from this item shall be controlled as outlined in Section VI, D of these policies.

H. EMPLOYEE BENEFITS. The City budget process shall include a review of employee benefits.

1. Medical Insurance Fund - The Finance Committee shall review rates to be charged for employee and dependent coverage.

2. Retirement Plan - The City is a member of the Texas Municipal Retirement System (TMRS). Employees working at least 1,000 hours per year shall contribute 7% to the TMRS plan. The City's match will be established according to TMRS rates for the benefit levels elected by the City. Any budgeted funds not spent can be deposited with TMRS to reduce the City's unfunded liability with Council's approval or will revert back to the unallocated monies in the appropriate fund.

3. Workers Compensation Insurance - The City shall participate in the Texas Municipal League (TML) Workers Compensation Risk Pool. Rates for required coverage will be established by the Pool, adjusted for experience on an annual basis. Refunds that may be granted through the pool will be prorated between the City funds. Unspent monies will revert back to the appropriate fund.

4. Social Security/Medicare - The City does not pay Social Security for employees. Medicare is paid for employees hired after March 31, 1986 or for those employees otherwise having access through the City.

5. Recommendations for adjustments to the pay and classification system will be made annually in order to maintain external parity and internal equity. Recommendations will be built into the proposed basic budget.

IV. RESERVES/UNALLOCATED FUNDS

A. OPERATING RESERVES/FUND BALANCES. The City shall maintain unallocated reserves in operating funds to pay expenditures caused by unforeseen emergencies or for shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes. Generally, unallocated reserves for all operating funds excluding, Internal Service Funds, Capital Projects, and Special Revenue Funds shall be maintained at a minimum amount of 25% of the annual budget (less transfers to capital projects) for each fund unless specifically identified in this section. Unallocated reserves shall not be used to support on-going operating expenditures. This reserve is defined as unreserved current assets less inventory and on-going receivables (ex. utility billing, sales tax) minus current liabilities payable from these assets.

B. FUND BALANCES USED FOR CAPITAL EXPENDITURES. Reserves shall be used for one time capital expenditures only if:

1. there are surplus balances remaining after all reserve and fund allocations are made; or

2. the City has made a rational analysis with justifying evidence that it has an adequate level of short and long-term resources.

C. SPECIFIC APPROPRIATION BY CITY COUNCIL. If fund balances are used to support one time capital and onetime non-operating expenditures, the funds must be specifically appropriated by the City Council.

D. CITY MANAGER'S AUTHORITY TO ASSIGN FUND BALANCE/UNALLOCATED RESERVES.
At times, the City may be in various planning stages of projects. Each project will undoubtedly have its own funding considerations and challenges. As a means of planning for projects and ensuring (when necessary and appropriate) the availability of Unallocated Reserves to pay for projects, the City Manager is hereby authorized to place certain Unallocated Reserves in each of the City's funds in "Assigned" status. The definition of the term Assigned is as follows: Assigned Unallocated Reserves includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed (as defined by GASB 54). When Unallocated Reserves are placed in the "Assigned" status, they are to be noted and reduced as part of the balance of Unallocated Reserves as calculated in the Fiscal and Budgetary Policies , Section IV, A. The City Manager may assign Unallocated Reserves under the following circumstances if the amount exceeds $50,000:

1. Matching funds for grants applied for with approval from the City Council.
2. When the City Manager is presented with documentation illustrating an adopted Capital Improvement Project is expected to be in excess of budgeted funds.
3. When the City Manager has documented reason to believe that claims will exceed budgeted revenues in the City's Medical Insurance Fund.
4. When the City is engaged in litigation for which there is not expected to be third party insurance coverage.
5. For Economic Development Incentive Agreements and/or Developers Agreements approved by Council.
6. When the City Manager has documented reason to believe an amendment to the budget will be necessary for which Unallocated Reserves will be the most likely source of funds.
7. When the Council has approved a project and directed staff to proceed and the next sequential step in the project (feasibility study, programming, rate study, conceptual design, full design or construction) has not yet been identified for funding.

The City Manager and/or his designee shall update the Assigned Unallocated Reserve three times annually as follows:

1. As soon as practical after the Council has adopted the Budget.
2. As soon as practical after the Comprehensive Annual Financial Report is complete.
3. In conjunction with the annual budget adoption.

The updates described above will be reviewed, discussed and adopted by the Council Finance Committee.

E. SPECIAL REVENUE FUNDS. Monies in the Special Revenue Funds shall be expended for their intended purposes, in accordance with an approved budget. There is no reserve requirement.

F. CAPITAL PROJECT FUNDS. Monies in the Capital Projects Funds shall be expended in accordance with an approved budget. There is no reserve requirement.

G. INTERNAL SERVICE FUNDS. Working capital in equipment replacement funds will vary to meet annual fluctuations in expenditures. Monies in the Internal Service Funds shall be expended for their intended purpose in conformance with the approved budget and approved replacement schedules. Additions to the Fleet or additional computer equipment will not be funded from replacement funds without council approval.

H. GENERAL OBLIGATION DEBT SERVICE FUND AND INTEREST ACCOUNTS. Reserves in the General Obligation Debt Service Fund and Utility Fund's Interest and Sinking accounts shall be maintained as required by outstanding bond indentures. Reduction of reserves for debt shall be done only with City Council approval after the Council has conferred with the City's financial advisor to ensure there is no violation of bond covenants.

I. DEBT COVERAGE RATIOS. Debt Coverage Ratios shall be maintained as specified by the bond covenants.

J. MEDICAL INSURANCE FUND RESERVE. A reserve shall be established in the City's Health Insurance Fund to avoid potential shortages. The reserve amount shall be 6 months of budgeted claims for Medical and Dental claims. Such reserve shall be used for no purpose other than for financing losses under the insurance program.

K. The City shall contract for an actuarial review once every two years related to its OPEB liability for retiree medical insurance benefit, in accordance with Government Accounting Standard Board pronouncements.

V. REVENUE MANAGEMENT

A. CHARACTERISTICS OF THE REVENUE SYSTEM. The City strives for the following optimum characteristics in its revenue system:

1. **Simplicity and Certainty.** The City shall strive to keep the revenue classification system simple to promote understanding of the revenue sources. The City shall describe its revenue sources and enact consistent collection policies to provide assurances that the revenues are collected according to budgets and plans.

2. **Equity.** The City shall make every effort to maintain equity in its revenue system structure. The City shall minimize all forms of subsidization between entities, funds, services, utilities, and customers.

3. **Realistic and Conservative Estimates.** Revenues are to be estimated realistically. Revenues of volatile nature shall be budgeted conservatively.

4. **Centralized Reporting.** Receipts will be submitted daily to the Finance Department for deposit and investment. Daily transaction reports and supporting documentation will be prepared.

5. **Review of Fees and Charges.** The City shall review all fees and charges annually in order to match fees and charges with the cost of providing that service.

6. **Aggressive Collection Policy.** The City shall follow an aggressive policy of collecting revenues. Utility services will be discontinued (i.e. turned off) for non-payment in accordance with established policies and ordinances. The attorney responsible for delinquent tax collection, through the central collection agency, shall be encouraged to collect delinquent property taxes using an established tax suit policy and sale of real and personal property to satisfy non-payment of property taxes. A warrant officer will aggressively pursue outstanding warrants, and the Court will use a collection agency to pursue delinquent fines.

B. NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues will be used only for one-time expenditures such as capital needs.

C. PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value based on the appraisal supplied by the Walker County Appraisal District. Reappraisal and reassessment is as provided by the Appraisal District. Property tax rates shall be maintained at a rate adequate to fund an acceptable service level. Based upon taxable values, rates may be adjusted to fund this service level. Collection services shall be contracted out with a central collection agency, currently the Walker County Appraisal District.

D. INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, shall be distributed to the funds in accordance with the equity balance of the fund from which monies were invested.

E. USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset wholly or partially by a fee where possible. There shall be an annual review of fees and charges to ensure that the fees provide adequate coverage of costs of services. Full fee support for operations and debt service costs shall be required in the Proprietary Funds. Partial fee support shall be generated by charges for miscellaneous licenses and fines, sports programs, and from other parks, recreational, cultural activities, and youth programs.

F. UTILITY RATES. The City shall review and adopt utility rates annually that generate revenues required to cover operating expenditures, meet the legal requirements of applicable bond covenants, and provide for an adequate level of working capital.

G. COST REIMBURSEMENTS TO THE GENERAL FUND. The General Fund shall be reimbursed by other funds for a proportionate share of administrative costs. Documentation to support the transfer shall be presented to City Council as part of the budget process.

H. INTERGOVERNMENTAL REVENUES/GRANTS/SPECIAL REVENUES. Grant revenues and other special revenues shall be spent for the purpose(s) intended. The City shall review grant match requirements and include in the budget all grant revenues and expenditures.

I. REVENUE MONITORING. Revenues actually received are to be regularly compared to budgeted revenues.

J. REVENUE PROJECTIONS. Each existing and potential revenue source shall be re-examined annually.

VI. EXPENDITURE CONTROL

A. APPROPRIATIONS. The responsibility for budgetary control lies with the Department Head. Department Heads may not approve expenditures that exceed monies available at the object code level. Capital expenditures are approved by the City Council on a per project basis.

B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, the City Council may transfer any unencumbered appropriated balance or portion thereof from any office, department, or agency to another at any time.

C. CITY MANAGER'S AUTHORITY TO AMEND BUDGET.

1. **Reserve for Future Allocation.** The City Manager may authorize transfers of $50,000 or less from the budgeted Reserve for Future Allocation. For authorizations of $25,000 or less, the City Manager will report the use of Reserve for Future Allocation as an informational item. For authorizations between $25,001 and $50,000, the City Manager shall provide written notice to the Council of his/her intent to authorize a transfer of Reserve for Future Allocation in excess of $25,000 (but not more than $50,000), and allow seven (7) business days to pass without a request by a Councilmember to place the proposed expenditure on a City Council meeting agenda for full City Council consideration.

2. **Transfer Between Line Items.** The City Manager may, without prior City Council approval, authorize transfers between budget line items within a Fund with the exception that:

a) Transfers from Salary and Benefit accounts shall stay within the Salary and Benefits account classification/object code.

b) Savings from City Council approved capital purchases may not be spent for other than their intended purpose;

c) Additions to the Fleet and additional computer equipment may not be purchased from equipment replacement funds

3. **Capital Project Budgets.** The City Manager shall have the authority to transfer amounts between line items of a capital project budget and to transfer monies from a project's Contingency Reserve to fund change orders on the project. The City Manager, without prior Council approval, may approve a change order to a construction or engineering contract in an amount not to exceed $50,000, as long as the cumulative total of all change orders to the project do not exceed the State allowed maximum of 25% of the original contract price.

D. PURCHASING. All purchases shall be made in accordance with the Purchasing Procurement and Disposition Policies approved by the Finance Committee. Purchasing will review all bids before posting. The sealed bid requirement is $50,000 if the anticipated bid is $50,000 or greater. Purchases of $50,000 and more in any one fiscal year from any one vendor whether a single purchase or separate or sequential purchases require city council approval. Purchases of less than $50,000 from a single vendor added to purchases of less than $50,000 from another vendor creating an asset of $50,000 or more do not require Council approval. The following shows a summary of approval requirements for purchases.

APPROVAL REQUIREMENTS FOR PURCHASES

Dollar Figure	Supervisor Or Director Designee	Department Director	Purchasing Agent	City Manager	City Council
Less than $3,000	✓				
$3,000 to less than $8,000 (Quotation Form and Purchase Order)	✓	✓	✓		
$8,000 to less than $50,000 (Purchase Order)	✓	✓	✓	✓	
$50,000 or more		✓	✓	✓	✓

✓ Denotes signature approval

E. CONTRACTS. The City Manager, or Mayor as authorized by Council, shall be the signature authority on contracts above $8,000 pursuant to the approval requirement for purchases as outlines after review by the City Attorney and Finance Director.

F. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt, in accordance with the provisions of state law. Proper procedures shall be established that enables the City to take advantage of all purchase discounts, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

VII. CAPITAL IMPROVEMENTS PROGRAM AND THE CAPITAL BUDGET.

A. PROGRAM PLANNING. The City shall develop and maintain a multi-year plan for capital improvements and make capital improvements in accordance with the approved plan. The Capital Improvements Program will be updated annually. The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The planning time frame for the capital improvements program will normally be five to ten years.

B. BUDGET PREPARATION. The capital budget shall evolve from the Capital Improvements Program. Capital project expenditures must be appropriated in the capital budget. A funding source and resource availability shall be presented to the City Council at the time a project is presented for funding. The City's Capital Budget is to be prepared annually in conjunction with the operating budget on a fiscal year basis to ensure that capital and operating needs are balanced against each other. Projects approved for funding from the Capital Improvements Program will be included in the Capital Budget.

C. PROJECT LENGTH BUDGET. A budget for a capital project shall be a project length budget. At the end of the fiscal year, the unspent budget of an approved capital project shall automatically carry forward to the subsequent fiscal year until the project is completed. At project end, funds shall be available for project reallocation or returned to the originating fund.

D. BUDGET AMENDMENT. All budget amendments shall be in accordance with State law. City Manager authority to amend the budget is identified in Section VI - D.

E. FINANCING PROGRAMS. Alternative financing sources will be explored. The term of the debt issue may not exceed the expected useful life of the asset.

F. REPORTING. Periodic financial reports shall be prepared to enable the Department Heads to manage their capital budgets and to enable the Finance Department to monitor, report, and provide information about the capital budget.

G. EVALUATION CRITERIA. Capital investments shall foster goals of economic vitality, neighborhood vitality, infrastructure preservation, provide service to areas lacking service and improve services in areas with deficient services. Evaluation criteria for selecting which capital assets and projects to include for funding shall include the following:

- mandatory projects
- efficiency improvement
- policy area projects
- project's expected useful life
- availability of state/federal grants
- prior commitments
- maintenance projects
- project provides a new service
- extent of usage
- effect of project on operation and maintenance costs
- elimination of hazards

VIII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. ACCOUNTING. The Finance Director is responsible for establishing the Chart of Accounts and for recording financial transactions.

B. AUDITING.

1. **Qualifications of the Auditor**. Section 11.16 of the City's Charter requires the City to be audited annually by independent accountants ("auditor"). The CPA firm must demonstrate that it has staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be licensed by the State of Texas.

2. **Responsibility of Auditor to City Council and Finance Committee.** The auditor is retained by and is accountable to the City Council. The auditor shall communicate directly with the Finance Committee as necessary to fulfill its legal and professional responsibilities. The auditor's report on the City's financial statements shall be completed within 120 days of the City's fiscal year end.

3. **Selection of Auditor.** The City shall request proposals for audit services at least once every three years. The City shall select the auditor by May 31, of each year. As required in Section 11.16 of the City Charter, the Auditor is appointed by the Mayor, with approval of the Council. The Certified Public Accountant shall have no personal interest, directly or indirectly, in the financial affairs of the City or any of its officers.
4. **Contract with Auditor.** The agreement between the independent auditor and the City shall be in form of a written contract. A time schedule for completion of the audit shall be included.

5. **Scope of Audit.** All general purpose statements, combining statements and individual fund and account group statements and schedules shall be subject to a full scope audit.

6. **Publication of Results of Audit.** As required by Section 11.16 of the City Charter, notice of the completion of the audit shall be published in a newspaper and copies placed in the office of the Director of Finance and the Huntsville Public Library. A copy will also be available in the office of the City Secretary.

C. FINANCIAL REPORTING.

1. **External Reporting.** As a part of the audit, the auditor shall assist with preparation of a written Annual Comprehensive Financial Report (ACFR) to be presented to the City Council. The ACFR shall be prepared in accordance with generally accepted accounting principles (GAAP) and shall be presented annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting.

2. **Availability of Reports.** The annual comprehensive financial report shall be made available to the elected officials, bond rating agencies, creditors and citizens.

3. **Internal Reporting.** The Finance Department shall prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs.

IX. INVESTMENTS AND CASH MANAGEMENT

A. DEPOSITORY BANK. A Depository Bank shall be selected by the City Council for a five-year period, according to Local Government Code Chapter 105.017, and may be renewed in accordance with the Public Funds Investment Act. A request for proposal shall be used as the means of selecting a Depository Bank. The Depository Bank shall specifically outline safekeeping requirements.

B. DEPOSITING OF FUNDS. The Finance Director shall promptly deposit all City funds with the Depository Bank in accordance with the provisions of the current Bank Depository Agreement and the City Council approved Investment Policies. Investments and reporting shall strictly adhere to the City Council approved Investment Policies.

C. INVESTMENT POLICY. All funds shall be invested in accordance with the approved investment policy. Investment of City funds emphasizes preservation of principal. Objectives are, in order, safety, liquidity and yield. A procedures manual shall be approved by the Finance Committee.

D. MONTHLY REPORT. A monthly cash and investment report shall be prepared.

X. ASSET MANAGEMENT

A. FIXED ASSETS AND INVENTORY. A fixed asset of the City is defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, infrastructure addition, or addition to existing land, buildings, etc. A fixed asset's cost or value is $5,000 or more, with an expected useful life greater than one year. Improvements and infrastructure values are $25,000 or more in cost with a useful life or extension of five years.

B. MAINTENANCE OF PHYSICAL ASSETS. The City will maintain its physical assets at a level adequate to protect the City's capital investment and minimize future maintenance and replacement costs. The budget will provide for the adequate maintenance and the orderly replacement of fixed assets.

C. OPERATIONAL PROCEDURES MANUAL. Records shall be purged that do not meet the capitalization criteria and operational procedures shall be in accordance with a fixed asset records procedure manual.

D. SAFEGUARDING OF ASSETS. The City's fixed assets will be reasonably safeguarded and properly accounted for. Responsibility for the safeguarding of the City's fixed assets lies with the Department Head in whose department the fixed asset is assigned.

F. MAINTENANCE OF RECORDS. The Finance Department shall maintain the records of the City's fixed assets including description, cost, department of responsibility, date of acquisition and depreciation where applicable. Records of land and rights-of-way shall be maintained in the Planning & Development Department.

G. ANNUAL INVENTORY. An annual inventory of assets shall be performed and accounted for by each department using guidelines established by the Finance Department. Such inventory shall be performed by the Department Head or the designated agent. The Department Head shall use a detailed listing and shall be responsible for a complete review of assigned fixed assets. A signed inventory list shall be returned to the Finance Department.

G. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferred maintenance increases future capital costs. Funds shall be included in the budget each year to maintain the quality of the City's infrastructure. Replacement schedules should be developed in order to anticipate this inevitable ongoing and obsolescence of infrastructure.

H. SCHEDULED REPLACEMENT OF ASSETS. As part of the ongoing replacement of assets, the City has established Equipment Replacement Funds. These funds charge the user funds, based on the estimated replacement cost and estimated life of the equipment. The City maintains fleet and computer replacement funds.

XI. DEBT MANAGEMENT

A. DEBT ISSUANCE. The City shall issue debt when the use of debt is appropriate and specifically approved by the City Council and expenditure of such monies shall be in strict accordance with the designated purpose.

B. ISSUANCE OF LONG-TERM DEBT. The issuance of long-term debt is limited to use for capital improvements or projects that cannot be financed from current revenues or resources and future citizens will receive a benefit from the improvement. Debt may be issued for the purposes of purchasing land or rights-of-way and/or improvements to land, street improvements, or construction projects to provide for the general good. For purposes of this policy, current resources are defined as that portion of fund balance in excess of the required reserves. The payback period of the debt will be limited to the estimated useful life of the capital projects or improvements.

C. The City shall strive to schedule debt issues to take advantage of the small issuer status designation in regard to Federal Arbitrage laws.

D. PAYMENT OF DEBT. When the City utilizes long-term debt financing it will ensure that the debt is financed soundly by realistically projecting the revenue sources that will be used to pay the debt; and financing the improvement over a period not greater than the useful life of the improvement.

E. TYPES OF DEBT.

1. **General Obligation Bonds (G.O.'s).** General obligation bonds shall be used only to fund capital assets of the general government, and not used to fund operating needs of the City. General obligation bonds are backed by the full faith and credit of the City as well as the ad valorem tax authority of the City. The term of a bond issue shall not exceed the useful life of the asset(s) funded by the bond issue. General obligation bonds must be authorized by a vote of the citizens of the City of Huntsville.

2. **Revenue Bonds (R.B.'s).** Revenue bonds shall be issued as determined by City Council to provide for the capital needs of any activities where the capital requirements

are necessary for continuation or expansion of a service which produces revenue and for which the asset may reasonably be expected to provide for a revenue stream to fund the debt service requirements. The term of the obligation may not exceed the useful life of the asset(s) to be funded by the bond issue.

3. **Certificates of Obligation (C.O.'s).** Certificates of obligation may be used in order to fund capital assets. Debt service for C.O.'s may be either from general revenues or backed by a specific revenue stream or streams or by a combination of both. C.O.'s may be used to fund capital assets where full bond issues are not warranted as a result of the cost of the asset(s) to be funded through the instrument. Infrastructure and building needs may also be financed with Certificates of Obligation, after evaluation of financing alternatives by the City's Financial Advisor. The term of the obligation may not exceed the useful life of the asset(s) to be funded by the proceeds of the debt issue.

4. **Tax Anticipation Notes.** Tax Anticipation Notes may be used to fund capital assets of the general government or to fund operating needs of the City. Tax Anticipation Notes are backed by the full faith and credit of the City as well as the ad valorem tax authority of the City. The term of a note issue shall not exceed the useful life of the asset(s) funded by the debt issued or seven years whichever is less.

5. **Capital Lease.** Capital leases may be used to fund capital assets with shorter lives (generally less than 10 years) for vehicles, equipment and software. The term shall not exceed the useful life of the assets.

F. METHOD OF SALE. The City shall use a competitive bidding process in the sale of bonds and certificates of obligation unless some other method is specifically agreed to by City Council.

G. FINANCIAL ADVISOR. The Finance Committee will recommend to the City Council a financial advisor to oversee all aspects of any bond issue.

H. ANALYSIS OF FINANCING ALTERNATIVES. Staff will explore alternatives to the issuance of debt for capital acquisitions and construction projects. These alternatives will include, but not be limited to, 1) grants in aid, 2) use of reserves, 3) use of current revenues, 4) contributions from developers and others, 5) leases, and 6) impact fees.

I. DISCLOSURE. Full disclosure of operations shall be made to the bond rating agencies and other users of financial information. The City staff, with the assistance of financial advisors and bond counsel, shall prepare the necessary materials for presentation to the rating agencies, and shall aid in the production of Offering Statements.

J. DEBT STRUCTURING. The City will generally issue debt for a term not to exceed 20 years. The City will exceed a 20-year term only upon recommendation of the City's Financial Advisor and in no case shall the term of the debt issue exceed the life of the asset acquired. The repayment schedule shall approximate level debt service unless operational matters dictate otherwise or if market conditions indicate a potential savings could result from modifying the level payment stream. Consideration of market factors, including tax-exempt qualification, and minimum tax alternatives will be given during the structuring of long-term debt instruments.

K. FEDERAL REQUIREMENTS. The City will maintain procedures to comply with arbitrage

rebate and other Federal requirements.

L. BIDDING PARAMETERS. The notice of the sale of bonds will be carefully constructed so as to ensure the best possible bid for the City, in light of the existing market conditions and other prevailing factors. Parameters to be examined include:

- Limits between lowest and highest coupons
- Coupon requirements relative to the yield curve
- Method of underwriter compensation, discount or premium coupons
- Use of bond insurance
- Call provisions

XII. INTERNAL CONTROLS

A. WRITTEN PROCEDURES. Wherever possible, written procedures shall be established and maintained by the Finance Department for all functions involving cash handling and/or accounting throughout the City. These procedures shall embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. DEPARTMENT HEAD RESPONSIBILITIES. Each Department Head is responsible to ensure that good internal controls are followed throughout the Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

C. COMPUTER SYSTEM/DATA SECURITY. The City shall provide security of its computer system and data files through physical security and appropriate backup procedures. A disaster recovery plan shall be developed by the Information Services Department. Computer systems shall be accessible only to authorized personnel.

XIII. RISK MANAGEMENT

A. RESPONSIBILITY. A risk manager is responsible for the general risk liability insurance risk management function of the City. Recommendations for deductibles, limits of coverage, etc. shall be presented to the Finance Committee for review.

B. EMPLOYEE SAFETY. The City will aggressively pursue opportunities to provide for employee safety. The goal will be to minimize the risk of loss, with an emphasis on regularly scheduled safety programs.

C. SELF INSURED HEALTH INSURANCE. A detailed annual report shall be given to the Finance Committee that includes available funds, expected payouts in the plan, reinsurance costs and a rate recommendation. The presentation shall include a proposed budget for a period coinciding with the City's fiscal year.

XIV. ROLE OF THE FINANCE COMMITTEE OF CITY COUNCIL

The finance committee appointed by City Council upon recommendation of the Mayor shall have responsibilities including:

A. Monitoring and recommending changes to the Investment Policy;
B. Managing the audit;
C. Review of liability insurance coverage's.
D. Oversight of budget and finances

CITY OF HUNTSVILLE, TEXAS

INVESTMENT & BANKING POLICIES

10/1/2025

TABLE OF CONTENTS

PART I - INVESTMENT POLICY

I. Purpose of Policy 1
II. Scope of Policy 1
III. Designation of Investment Officers 1
IV. Investment Training 2
V. Ethics and Conflict of Interest 2
VI. Objectives 2
VII. Market Yield (Benchmark)/Market Price of Investments 3
VIII. Investment Strategies 3
IX. Prudence/Standard of Care 4
X. Diversification 4
XI. Maximum Maturities 4
XII. Purchase Procedures 4
XIII. Collateralization 5
XIV. Safekeeping and Custody 5
XV. Internal Control/Compliance Audit 6
XVI. Authorized Financial Dealers and Institutions 6
XVII. Authorized Investments 6
XVIII. Investment Pools 9
XIX. Reporting 10
XX. Policy Adoption 11

PART II - BANKING SERVICES POLICY

I. Establishment of Banking Depository 11
II. Collateralization Requirements/Safekeeping and Custody 12

PART III - INVESTMENT POLICY - POST EMPLOYMENT BENEFIT PLAN (aka PEB Trust)

I. Introduction 15
II. Purpose 16
III. Investment Objectives 17
IV. Investment Guideline for Asset Management 18
V. Performance Evaluation 21
VI. Investment Manager Selection 23
VII. Definitions 24

Attachment A 25
Glossary 30
List of Authorized Broker/Dealers 35

CITY OF HUNTSVILLE
INVESTMENT AND BANKING POLICIES

PART I - INVESTMENT POLICY

I. PURPOSE OF POLICY

The Public Funds Investment Act (PFIA), Chapter 2256, Texas Government Code prescribes that each city is to adopt rules governing its investment practices and to define the authority of the Investment Officer. This policy is adopted by the City Council to direct and limit the financial affairs of the City of Huntsville. It is the policy of the City of Huntsville to invest public funds in a manner which will provide the maximum security of principal invested at a reasonable market rate of return, with consideration of the City's risk constraints and cash flow needs. Receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The City will comply with all state and local statutes, including the Texas Public Funds Investment Act.

II. SCOPE OF POLICY

This policy applies to all funds or financial resources available for investment by the City accounted for in the *City of Huntsville, Texas Annual Comprehensive Financial Report* and include the General Fund, General Obligation Debt Service Fund, Special Revenue Funds, Enterprise Funds, Permanent Funds, Internal Service Funds, the City's self-funded Health Insurance Fund, and will include any new fund created by the City Council unless specifically exempted by City Council. All monies may be pooled into one investment account, except for those monies accounted for in accounts as deemed necessary, or as stipulated by applicable laws, bond covenants or contracts. These policies do not, however, govern funds that are managed under separate investment programs such as retirement funds, pension funds, deferred compensation funds and certain private donations, that are maintained as required by federal and state law, other local policies, or donor stipulations.

III. DESIGNATION OF INVESTMENT OFFICERS

The authority to manage the City of Huntsville investment program is derived from State Statute, the City Charter, and these investment policies. Management responsibility for the investment program is hereby delegated to the Finance Director, designated as Investment Officer for the City of Huntsville, who shall establish written procedures for the operation of the investment program consistent with this investment policy and shall be responsible for the operation of the investment program consistent with this investment policy. The Director of Finance, under general supervision of the City Manager, shall direct the cash management program of the City. (See City Charter Art. XI). The City Manager and/or Director of Finance may deposit, withdraw, invest, transfer, and manage City funds. The Investment Officer shall report to the Finance Committee of City Council. The Finance Committee, appointed by the Mayor, shall be responsible for monitoring, reviewing and making recommendations regarding the City's investment program to the City Council.

The Director of Finance may authorize persons to engage in investment transactions and approve wire transfers used in the process of investing.

IV. INVESTMENT TRAINING

Not less than once in a two-year period that begins on the City's first day of the fiscal year the Finance Director shall receive not less than 10 hours of instruction relating to investment responsibilities. The Finance Director shall attend investment training that includes education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and general compliance with state law. Training must be received from an independent source, approved by the entity's governing body or investment committee, and taken within twelve months after taking office or assuming duties.

V. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment function shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Finance Committee of the City Council any material financial interest in financial institutions that conduct business with the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Huntsville, particularly with regard to the time of purchases and sales. Investment officers shall comply with Texas Government Code section 2256.005(I) relating to personal business relationships with a business organization offering to engage in an investment transaction with the City of Huntsville.

VI. OBJECTIVES

The objectives of the City's investment policies are, in order of priority: preservation and safety of principal, liquidity and yield/return on investments. The policy must be written, address investment diversification and the quality and capability of investment management. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

A. *Preservation and safety of principal* shall be the foremost objective of the City's investment program. Preservation and safety of principal shall be obtained through protection of principal and safekeeping.

   1. The City shall control risk of loss due to the failure of a security issuer or guarantor. Such risk shall be controlled by investing in the safest types of securities, by qualifying the financial institution with whom the City will transact, and by portfolio diversification.

   2. The City shall also control risks of loss by requiring collateral for depository bank funds to be held by a financial institution separate from the depository bank.

B. *Liquidity* shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or to otherwise adjust the City's portfolio.

C. *Yield/Return on Investments*. The City of Huntsville investment portfolio is designed with the objective of attaining a rate of return throughout budgetary and economic cycles commensurate with the City of Huntsville investment risk constraints and the cash flow

characteristics of the portfolio. Investments, other than the overnight cash concentration account, shall be made in permitted obligations at yields equal to or greater than the bond equivalent yield on United States Treasury obligations of comparable maturity.

VII. MARKET YIELD (BENCHMARK)

The market yield benchmark shall be a yield equal to the bond equivalent yield on United States Treasury obligations of comparable maturity.

If selling a security prior to a fixed date maturity at a gain or loss, the investment officers shall notify the Finance Committee of City Council at its next meeting. The City shall monitor the market price of investments as of the end of each month through reports provided by brokers and/or the use of a purchased service or available software.

VIII. INVESTMENT STRATEGIES

The City of Huntsville shall generally invest funds with the intent to hold to maturity. Investment selection shall be based on legality, appropriateness, liquidity, and risk/return considerations. Monies designed for immediate expenditure should be passively invested to allow for liquidity to pay upcoming disbursements, (payroll, debt service payments, payables, etc.), and allow for structuring the investment portfolio on a "laddered" basis. The City of Huntsville maintains portfolios that utilize four specific investment strategies designed to address the unique characteristics of the fund groups represented in the portfolios:

A. *Operating Funds* have as their primary objective the assurance that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. The weighted average days to maturity of these funds shall be less than 365 days and shall be calculated using the stated final maturity date for each security.

B. *Debt Service Funds* shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligations on the required payment date. Securities purchased shall not have a stated final maturity date that exceeds the debt service payment date.

C. *Debt Service Reserve Funds* shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. In addition to the bond ordinance specific to an individual bond issue, which sets out investment parameters, securities shall have a maturity of less than five years. Investments shall be limited to obligations of the United States or its agencies and instrumentalities or in approved investment pools.

D. *Special Projects* or *Special Purpose Fund* portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

IX. PRUDENCE/STANDARD OF CARE

Investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. In determining whether the City's investment officers have exercised prudence with respect to an investment decision, the determination shall be made taking into consideration, the investment of all funds, or funds under the City's control, over which they have responsibility rather than a consideration as to the prudence of a single investment, and whether the investment decision is consistent with this investment policy.

X. DIVERSIFICATION

The City of Huntsville will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type or with a single financial institution. Diversification will also include terms of maturity as well as instrument type and issue. Investments shall not exceed more than 20% of the capitalization of the financial institution other than the main depository. Bond proceeds may be invested in a single security or investment which exceeds the City's diversification limits if the Investment Officer, with concurrence of the Finance Committee, determine that such an investment is necessary to comply with Federal arbitrage restriction or to facilitate arbitrage record keeping and calculation.

XI. MAXIMUM MATURITIES

In order to stabilize yield for budgeting purposes, the City shall maintain a portion of its investments in obligations with maturities greater than one year. No investment shall be made with a maturity greater than five years without express authority of the Finance Committee of the City Council. In determining the amount of investment longer than one year, cash flow and unallocated reserve funds will be evaluated. The maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio shall not exceed 2 years.

XII. PURCHASE PROCEDURES

The City may, without further bidding, utilize any program established through the Texas Inter-local Cooperation Act that invests in funds authorized by the Public Funds Investment Act; or purchase certificates of deposit or other approved securities through its primary depository bank.

When possible, other investments should be made after 3 competitive bids are solicited (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates.) Competitive bids may be solicited orally, in writing, electronically, or in any combination of these methods. An offer worksheet shall be kept for each bid transaction showing the name of dealer/bank contacted, amount of principal to be invested, yield quoted, type of investment, fund designation, maturity date, issue date, length of time invested, and cusip number. Purchase of a security shall not be made at a price that exceeds the existing market value of the security.

The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank. The deposit shall be held in the name of the City of Huntsville and shall be evidenced by a trust receipt of the bank with which the securities are deposited.

XIII. COLLATERALIZATION

The Public Funds Collateral Act requires the City to have complete collateralization of all investments and deposits at the depository banking institution. It will be required for all uninsured collected balances, plus accrued interest, if any, in excess of FDIC coverage. To anticipate market changes and provide a level of security for all funds, the collateralization level will be at least 102% of the market value of principal and accrued interest. The City chooses to limit collateral to obligations of the United States or its agencies and instrumentalities, and direct obligations of the State of Texas or its agencies and instrumentalities. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement.

XIV. SAFEKEEPING AND CUSTODY

All security transactions entered into by the City of Huntsville shall be conducted on a delivery vs. payment (DVP) basis, with the exception of investment pool funds and mutual funds, and delivered by either book entry or physical delivery. A Federal Reserve Member financial institution designated as the City's safekeeping and custodian bank shall hold these securities in a third-party safekeeping account. The City may designate more than one custodian bank. The City's custodial or safekeeping institution cannot be a counterpart (broker or dealer) to the purchase or sale of these securities.

The City shall execute a written Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. The Safekeeping Agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities on its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security as well as the City's interest.

A) The Investment Officer or his designee shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

B) The Investment Officer must approve release of securities, in writing, prior to their removal from the custodian account. An electronic copy shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained at the City.

C) All securities shall be confirmed in the name of the City of Huntsville and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the City of Huntsville. The custodian shall not otherwise deposit purchased or pledged securities. In addition, the custodian bank will furnish to the City a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

D) The correspondent or safekeeping bank shall issue a safekeeping receipt to the City evidencing securities are held in the City's name.

E) The original safekeeping receipt for each transaction shall be forwarded to the Investment Officer or his designee.

F) At least quarterly, the Investment Officer or their designee, shall verify that all securities owned by the City or pledged to the City are held in safekeeping in the City's custodial bank with proper documentation. At least annually, the City's Investment Program, including the records of custodians and depositories, shall be subject to a compliance audit of management controls on investments and adherence to these investment policies reviewed by an

independent Certified Public Accountant selected by the City Council.

XV. INTERNAL CONTROL/COMPLIANCE AUDIT

A system of internal controls shall be established. As part of the City's annual audit, an independent auditor shall review internal controls, investment practices, investment performance, quarterly reports prepared by the investment officers and the result of the review shall be reported to the Finance Committee of the City Council. A compliance audit of management control on investments and adherence to investment policies is to be included.

XVI. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Council shall approve at least three broker/dealers upon recommendation of the Finance Committee for use by the designated investment officers. The broker/dealers may include primary dealers and regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

The selection process shall include a proposal process with potential broker/dealers providing a completed broker/dealer questionnaire, certification of having read the City of Huntsville investment policy, proof of National Association of Security Dealers certification and proof of state registration. The selected broker/dealers must acknowledge in writing that the business organization has implemented reasonable procedures and control in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards. An investment officer may not buy any securities from a firm that has not filed this instrument.

An annual review of the financial condition and registrations of qualified bidders is to be conducted by the City Manager or Finance Director and a current audited financial statement is required to be on file for each broker/dealer that conducts transactions with the City. The Finance Committee shall review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

XVII. AUTHORIZED INVESTMENTS

The City of Huntsville may invest only in the safest type of securities and in accordance with Texas state law (Appendix I). There are two general categories of authorized investments for the City of Huntsville: (1) investments which the designated investment officers may invest without prior approval from the Finance Committee; and, (2) investments that require prior Finance Committee approval.

A. Authorized investments that do **not** require prior approval of Finance Committee:

1. Obligations of, or Guaranteed by, Governmental Entities:

   a. obligations of the United States or its agencies and instrumentalities;
   b. direct obligations of the State of Texas or its agencies and instrumentalities;
   c. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and [its] instrumentalities;
   d. obligations of states, agencies, counties, cities, and other political

subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

e. bonds issued, assumed, or guaranteed by the State of Israel; and

f. interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor.

The following are **not** authorized investments under this section:

a. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

b. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

c. *collateralized mortgage obligations* that have a stated final maturity date greater than 10 years; and

d. *collateralized mortgage obligations* the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Certificates of Deposit:

Certificates of deposit issued by state and national banks, a savings bank or credit union that are:

a. guaranteed or insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, comparable insurance entities or their successors; or

b. secured in any other manner and amount provided by law for deposits of the City.

c. secured through an authorized broker in accordance with the Public Funds Investment Act (PFIA).

B. Authorized investments requiring prior approval of the Finance Committee:

1. Banker's Acceptances

A *bankers acceptance* is an authorized investment if the *banker's acceptance*: (a) has a stated maturity of 270 days or fewer from the date of its issuance; (b) will be, in accordance with its terms, liquidated in full at maturity; (c) is eligible for collateral for borrowing from a Federal Reserve Bank; and (d) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

2. Commercial Paper

Commercial paper is an authorized investment if the *commercial paper* has a stated maturity of 270 days or fewer from the date of its issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized

credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

3. Mutual Funds

A. A *no-load money market mutual fund* is an authorized investment if:
1) the *mutual fund* is registered with and regulated by the Securities and Exchange Commission;
2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and
3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.)

B. In addition to a *no-load money market mutual fund* permitted as an authorized investment in Subsection (a), a *no-load mutual fund* is an authorized investment under this subchapter if the *mutual fund*:
1) is registered with the Securities and Exchange Commission;
2) has an average weighted maturity of less than two years; and
3) either:
(a) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or
(b) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

C. The City is **not** authorized by this section to:
1) invest in the aggregate more than 80 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in *money market mutual funds* described in Subsection (a) or *mutual funds* described in Subsection (b), either separately or collectively;
2) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in *mutual funds* described in Subsection (b);
3) invest any portion of bond proceeds, reserves and funds held for debt service, in *mutual funds* described in Subsection (b); or
4) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one *mutual fund* described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

C. Effect of Loss of Required Rating

An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

XVIII. INVESTMENT POOLS

A. The City may invest in eligible *investment pools* as defined by the Public Funds Investment Act, which meet criteria outlined in chapter Texas Government Code section 2256.016 and section 2256.019. The Council shall authorize participation in the pool by resolution or ordinance.

B. The City must receive from the pool an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

1. a description of eligible investment securities;

2. the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
3. the maximum stated maturity date any investment security within the portfolio has;

4. a written statement of investment policy and objectives;

5. the size of the pool;

6. the names of the members of the advisory board of the pool and the dates their terms expire;

7. the custodian bank that will safe keep the pool's assets; a description of how the securities are safeguarded (including the settlement process) and how often the securities are priced;

8. whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

9. whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

10. the name and address of the independent auditor of the pool and how often the program is audited;

11. the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool including how often and what size deposits and withdrawals are allowed, and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool~~; and;~~

12. the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios;

13. a description of interest calculations and how it is distributed and how gains and losses are treated;

14. a schedule for receiving statements and portfolio listings;

15. an explanation of whether reserves, retained earnings, etc. are utilized by the pool;

16. a fee schedule, including when and how it is assessed;

17. an explanation of whether the pool is eligible and/or will it accept bond proceeds.

C. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an *investment pool* must furnish to the investment officer or other authorized representatives of the entity:

1. investment transaction confirmations; and

2. a monthly report that contains, at a minimum, the following information:
   a. the types and percentage breakdown of securities in which the pool is invested;
   b. the current dollar-weighted average maturity, based on the stated maturity date, of the pool;
   c. the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
   d. the book value versus the market value of the pool's portfolio, using amortized cost valuation;
   e. the size of the pool;
   f. the number of participants in the pool;
   g. the custodian bank that is safekeeping the assets of the pool;
   h. a listing of daily transaction activity of the entity participating in the pool;
   i. the yield and expense ratio of the pool;
   j. the portfolio managers of the pool; and
   k. any changes or addenda to the offering circular.

D. The City by contract may delegate to an *investment pool* the authority to hold legal title as custodian of investments purchased with its local funds.

E. "Yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission.

XIX. REPORTING

Within 30 days of the end of each quarter the Finance Director shall prepare and submit to the City Council a written report of investment transactions for the preceding reporting period. The report must:

1) Describe in detail the investment position of the entity on the date of the report;

2) Be prepared and signed jointly by all investments officers of the entity;

3) Contain a summary statement of each pooled fund group that states the beginning and ending market values and fully accrued interest for the reporting period;

4) State the book and market values of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

5) State the maturity date of each separately invested asset that has a maturity date;

6) State the account or fund or pooled group fund in the local government for which each individual investment was acquired; and

7) State the compliance of the investment portfolio of the local government as is relates to:

   a. The investment strategy expressed in the agency's or local government's investment policy; and
   b. Relevant provisions of PFIA Sec. 2256.023

8) If the City invests in investments other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, the reports prepared by the Investment Officer shall be reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor; and;

9) Compare to the benchmark bond equivalent yield or United States Treasury obligation of comparable maturity.

XX. POLICY ADOPTION

The City of Huntsville investment policy shall be adopted by ordinance of the City Council. The policy shall be reviewed annually by the Finance Committee, and any modifications made thereto must be approved by the City Council. Annually, City Council shall adopt a resolution or include in the budget ordinance information stating that it has reviewed the investment policy and investment strategies. The resolution/ordinance shall record any changes made to the investment policy or investment strategies.

PART II - BANKING SERVICES POLICY

I. ESTABLISHMENT OF BANKING DEPOSITORY

A. The City Council shall select a bank, credit union or savings association as its primary depository for normal banking transactions. In addition, the City may designate one or more other depositories for investment transactions.

B. The City's primary banking depository shall have a branch located in the City.

C. Not more than four weeks and not less than one week before the City Council considers applications for its depository, the City shall publish at least once in the City's official newspaper a notice of the meeting at which applications are to be received.

D. A bank, credit union or savings association desiring to be selected as the city depository must deliver its application to the City Secretary on or before the time stated in the notice. The application shall be accompanied by an affidavit disclosing conflicts of interest, if any, that apply to the selection of the depository. The City's Finance Committee may, as directed by City Council, review the applications and prepare a recommendation regarding the selection of depositories for Council.

E. The City Council may, after considering the application and the recommendation, if any, of its staff and/or Finance Committee:

   1. select as city depositories one or more banks, credit unions or savings associations that offer the most favorable terms and conditions for the handling of the municipal funds; or

   2. reject any or all of the applications.

F. The City shall retain the right to withdraw any municipal funds deposited in a depository that are not immediately required to pay obligations of the City and invest those funds as outlined in these **Investment and Banking Policies**.

G. The Director of Finance shall immediately deposit in the depository to the credit of the City any money received.

H. Except as provided for wire transfers to other depositories or ACH transfers, the funds of the City may be paid out of a depository only on the checks of the City.

I. Checks must be signed by the Mayor and either the City Manager or Finance Director. A facsimile signature may be used by the Mayor and/or City Manager.

J. Checks must be authorized by the Mayor, City Manager, or Finance Director.

K. No check shall be drawn on a *special fund* created to pay bonded indebtedness other than to pay principal or interest on the indebtedness, or to invest the fund as provided by these polices or law.

L. All checks shall be payable by the depository at its place of business.

M. The Director of Finance may, with approval of Council, pay a bond, coupon, or other indebtedness of the City at a place other than the depository if by its terms the indebtedness is payable on maturity at the other location.

II. COLLATERALIZATION REQUIREMENTS/SAFEKEEPING AND CUSTODY

A. All public funds held in a *checking* account or *time deposit* at a bank or other depository shall be secured by eligible security. An eligible security means:

1. a surety bond;

2. investment securities (obligations of the United States or its agencies and instrumentalities); or

3. ownership or beneficial interest (but not merely an option contract to purchase or sell) any authorized investment.

B. The market value of the *investment securities* used as collateral shall be at least 102% of the value equal to the deposits of public funds increased by the amount of any accrued interest and reduced by the extent of insurance through an agency of the United States.

C. Safekeeping

1. A depository for the City may deposit investment securities pledged to secure deposits of public funds with a custodian that the City has approved as a custodian and that is either:
a. A state or national bank domiciled in the State of Texas and which has a capital stock and permanent surplus of not less than $5 million.
b. The Texas Treasury Safekeeping Trust Company; or
c. A Federal Reserve Bank or its branches.

2. The securities shall be held in trust by the custodian to secure the deposit of

public funds of the City in the depository pledging the securities.

3. On receipt of the *investment securities*, the custodian shall immediately, by book entry or otherwise, identify on its books and records the pledge of the securities to the City and shall promptly issue and deliver to the Director of Finance of the City trust receipts for the securities pledged. The security evidenced by the trust receipts is subject to inspection by the City or its agents at any time.

4. A custodian holding in trust *investment securities* of a depository may deposit the pledged securities with a permitted institution. These securities shall be held by the permitted institution to secure funds deposited by the City in the depository pledging the securities. On receipt of the securities, the permitted institution shall immediately issue to the custodian an advice of transaction or other document evidencing the deposit of the securities. When the pledged securities held by a custodian are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts the custodian issues to the City shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the depository pledging the securities.

5. The custodian shall maintain separate, accurate, and complete records relating to the pledged investment securities and all transactions relating to the pledged investment securities.

D. The Director of Finance shall inform its depositories of significant changes in the amount or activity of public funds reasonably in advance of such changes.

Part III —Investment Policy - City of Huntsville Post-Employment Benefit Plan (aka "City of Huntsville PEB Trust")

Section 1 — INTRODUCTION

The City of Huntsville Post Employment Benefit Plan (the "Plan"), a retirement plan qualified under Internal Revenue Code Section 115, provides retirement benefits to eligible employees of City of Huntsville.

The assets of the Plan are held in a tax-exempt trust for the benefit of the Plans' participants and beneficiaries. The objective of the Plan is to provide employees with a source of retirement income from accumulated contributions and investment returns.

The Pension Plan Finance Committee (the "Finance Committee") is responsible for overseeing and monitoring the investment of the Plans' assets. It will generally be responsible for:

A. Promulgating the Plans' Investment Policy Statement.

B. Selecting the investment funds in which the Plans' assets will be invested and/or the investment managers who will be responsible for investing the Plans' assets.

C. Reviewing and making changes in the investment funds and/or investment managers for compliance with the Investment Policy Statement.

D. Making revisions to the Investment Policy Statement to reflect changing conditions within the Plans or the investment environment or to make it more effective.

The Finance Committee is authorized to retain professional investment advisory services to provide advice with respect to the investment and monitoring of the Plans' assets under the guidance of the Finance Committee.

This Investment Policy Statement is intended to set forth the general policies that the Finance Committee will apply in selecting, monitoring and modifying the investments and/or investment managers for the Plans. While the Finance Committee intends for this Investment Policy Statement to assist the Finance Committee in satisfying its fiduciary duties and in making prudent investment decisions, no investment results or performance is, or can be, guaranteed; and no such guarantee is intended.

Section 2 — PURPOSE

This Investment Policy Statement contains guidelines regarding the investment of the assets held in trust for the Plan to assist the members of the Finance Committee in effectively selecting, monitoring and evaluating the investments and/or investment managers for the Plan.

The purposes of this Investment Policy Statement are to:

A. Set forth the investment objectives, policies and guidelines, which the Finance Committee judges to be appropriate and prudent, in consideration of the needs of the Plan.

B. Establish the criteria against which the investments and/or the investment management organizations selected by the Finance Committee are to be measured.

C. Set forth the target asset mix for the investment of the Plans' assets.

D. Serve as a review document to guide the Finance Committee's ongoing oversight of the investment of the Plans' assets.

Section 3 — INVESTMENT OBJECTIVES

It is the intention of the Finance Committee to build and maintain the Plans' trust through employer contributions that satisfy legal requirements and investment returns. The Finance Committee expects that the amount of investment income plus capital appreciation from the Plans' trust combined with contributions to the trust will exceed the amount of pension payments. Over shorter periods, the Finance Committee understands that at times investment income plus capital appreciation plus contributions to the trust may, in total, be less than the amount of pension payments.

Because of the long-term nature of the Plans' obligations, the Finance Committee's intent is to consider the following goals in managing the trust:

A. Long-term (*i.e.*, five years and more) performance objectives;

B. Maintenance of cash reserves sufficient to pay benefits under the Plan; and

C. Achievement of the highest long-term rate of return practicable without taking excessive risk that could jeopardize the Plans' funding policy or subject the Plans' sponsors to undue funding volatility.

The specific investment performance objective is for the trust to achieve a rate of investment return over any five-year period that both:

A. Meets or exceeds the Plans' actuarial interest rate assumption,

B. Exceeds by 2% the rate of inflation (as measured by the Consumer Price Index for all Urban Consumers),

C. Exceeds the return of the following custom market index: 0% cash, 38% S&P 500, 8% Russell 2000 index, 8% Russell Midcap index, 21% EAFE index, and 25% Barclays Capital Aggregate Bond index.

In carrying out the foregoing policy and objectives, the trust will be invested in accordance with the guidelines set forth in Section 4.

Section 4 —INVESTMENT GUIDELINES FOR ASSET MANAGEMENT

The assets of the Plans will be invested in a manner consistent with generally accepted standards of fiduciary responsibility. The Finance Committee will act with the care, skill, prudence and diligence under the prevailing circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Finance Committee will discharge its duties with respect to the investment of the trust solely in the interest of the participants and beneficiaries of the Plan.

The Finance Committee will select appropriate investment alternatives using the following criteria:

A. The Finance Committee may select investment managers from one or more of the following:

1) Mutual fund management companies;
2) Banks;
3) Registered investment advisory firms; and
4) Insurance companies.

B. Each investment manager must clearly articulate for the Finance Committee the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.

C. Each investment manager must be able to provide for the Finance Committee historical quarterly performance numbers calculated on a time-weighted basis and reported net of all fees.

D. Each investment manager must provide for the Finance Committee volatility measurements so that an appropriate risk/return profile can be evaluated.

E. Each investment manager must be able to provide for the Finance Committee information on its history, key personnel, fee schedules and expenses, and current investment exposure.

F. A City of Huntsville designated Investment Officer may change the Target Allocation and ranges and shall report any change to the Finance Committee

The Finance Committee recognizes that the trust's long-term investment performance will be greatly affected by the mix of the asset classes in which it is invested; accordingly, because of the policy and objectives stated in Section 3, the trust's asset allocation will favor equity investments.

Specifically, the Finance Committee has identified the following asset classes to be appropriate for investment by the trust. In addition, the Finance Committee has

defined the following ranges to be used as parameters of investment percentages the Plans' assets:

	RANGE		
	MINIMUM	*MAXIMUM*	*TARGET*
Fixed Income Assets:	**20%**	**30%**	**25%**
Large cap	**33%**	**43%**	**38%**
Mid cap	**3%**	**13%**	**8%**
Small cap	**3%**	**13%**	**8%**
International	**16%**	**26%**	**21%**
Cash/Money Market Assets	**0%**	**5%**	**0%**
Total			**100%**

Managers that manage a separate account for the trust shall have full discretion over portfolio investment decisions, subject to the following guidelines and restrictions. To the extent that commingled or mutual fund vehicles are utilized, the investment policies of those vehicles are the operative documents established herein:

A. Investment managers will be delegated full discretion to exercise all voting rights including, but not limited to, voting proxies.

B. For purposes of the foregoing, real estate, and securities convertible to common stock shall be classified as equity assets; money held by an insurance company in its general account shall be classified as fixed income assets

C. Each investment manager will diversify each asset class appropriately and will seek to moderate volatility and risk as is appropriate for the asset class. The investment manager will not invest in commodities, private placements, or letter stock. The investment manager will not engage in non-covered short sales or margin trading. Transactions consisting of the purchase or sale of futures or options contracts may be permitted to the extent that they are used to diversify or equitize the portfolio and not used as speculative investments. Speculative investment in these derivatives is not permitted without the previous written approval of the Finance Committee.

D. The investment manager must ensure, to the extent practicable, that all equity transactions (whether agency or principal) are executed at competitive rates and all fixed income transactions are competitively bid and must explain in writing to the Finance Committee the reasons for any unusually high transaction costs.

E. The investment manager, when practicable, will disclose to the Finance Committee any significant change in the investment manager's personnel, organization, ownership, or asset management policy or method.

Section 5 — PERFORMANCE EVALUATION

The investment performance of the individual investments and/or investment managers will be monitored quarterly and reviewed at least annually relative to the objectives and guidelines described herein. The investment performance evaluations may include performance analyses and comparisons with the appropriate indices and investment fund universes.

The Finance Committee does not expect to respond to short-term investment developments, recognizing that the accumulation of value for eventual retirement benefit payout is generally a long-term objective and that investment competence must be measured over a complete market cycle. The Finance Committee, nevertheless, may act on interim qualitative judgments. Qualitative factors which will be reviewed on an ongoing basis include any fundamental changes in a manager's investment philosophy, organizational structure, financial condition (including any significant changes in total assets under management), personnel and fee structure.

The Finance Committee has established as one of its investment fund and/or investment manager selection criteria that, as a general proposition, over a complete market cycle, each of the Plans' investment funds and/or investment managers should typically rank in the upper half of the universe of all active investment funds and/or active managers in the same asset class with similar investment objectives.

Performance Review

The investment options will be reviewed at least annually. Among other things, the performance review of the investment options may include the following:

A. The measurement of investment returns.

B. A comparison of investment returns to their appropriate benchmarks.

C. A ranking of investment returns within their appropriate universes.

D. The measurement of risk.

E. An assessment of each investment's adherence to the stated policies and objectives.

Termination of Investment Options

Reasons for considering replacing an investment and/or investment manager may include, but are not limited to:

A. Significant under-performance relative to the appropriate benchmark.

B. Significant under-performance relative to the appropriate universe average.

C. Significant change in risk (increase or decrease).

D. Change or loss of key personnel, relative to the significance of the particular investment.

E. Significant increase or decrease in assets under management.

F. A change in business practices.

G. A change in investment style or discipline.

H. Failure to alert the Finance Committee to pertinent changes, lawsuits or regulatory violations.

I. Investing in non-approved securities.

J. Identification by the Finance Committee of a more suitable investment option.

Other Review

The Investment Policy Statement will be reviewed at least annually to determine the continued appropriateness of the Investment Policy Statement in achieving the stated purpose. However, it is not expected that the Investment Policy Statement will change frequently. In particular, short-term changes in the financial markets will not require adjustments to the Investment Policy Statement.

A review of the program concerning the diversity of options, the use of options, the growth of the program and any strategic planning concerning demographics will also be conducted periodically. The Finance Committee will receive a report on investment performance quarterly. Investment performance and results will be presented annually to the Council.

Section 6 — INVESTMENT MANAGER SELECTION

The assets of the Plan are invested under the supervision of the Finance Committee. The Finance Committee has chosen to select investment managers from the following asset classes. In addition, the Finance Committee has established an investment objective for each asset class and established appropriate benchmarks and universes to be used to evaluate the investment options.

The Finance Committee understands that the indexes selected have no fees associated with their returns and the universe average is net of the fees of the underlying funds. The investment options are not required to exceed their benchmarks and universes every quarter, but are used as a basis for judging the appropriateness of the investment option selected over a full market cycle.

The asset class, objective, benchmark and comparative universe are outlined in Attachment A.

Section 7 — DEFINITIONS

The following terms will have the following meanings:

Investment Manager
"Investment manager" means the asset manager or managers expressly authorized and empowered to cause its portion of the trust to be invested and reinvested in its sole discretion (but governed by the provisions of this Investment Policy Statement) within the asset class or classes for which it is employed to manage.

Investment Return
"Investment return" means investment income and realized and unrealized gains and losses, all net of investment fees and expenses.

Market Cycle
For purposes of this Investment Policy Statement a "market cycle" will be defined as a market peak-to-trough-to-peak (or a trough-to-peak-to-trough).

Rate of Return
"Rate of return" means the annual rate of investment return.

Investment Officer
"Investment Officer" refers to the council or charter designated officials with the responsibility of investing City funds. Investment officers are required to meet educational requirements under the Public funds Investment Act.

This Statement of Investment Policy approved by the City Council of the City of Huntsville.

Date: _____ Approved by: _____

Attachment A

A. Fixed Income Options

Asset Class	Objective	Benchmark	Universe
Cash/Cash Equivalents	The investment objective of the Cash Option is to provide capital preservation.	The 3-Month Treasury Bill is the benchmark.	N/A
Intermediate Bond	The investment objective of the Bond Option is to provide income with a minor focus on capital growth.	The Bloomberg Barclays Capital Aggregate Bond Index is the benchmark.	The Bond Option selected will be compared to a universe of Intermediate-Term Bond mutual funds.

B. High Yield Bond Fund

Asset Class	Objective	Benchmark	Universe
High Yield Bond	The investment objective of the High Yield Bond Fund is to seek high current income, assuming greater risks including: Credit Risk, Default Risk, Interest Rate Risk, Liquidity Risk, Economic Risk, and Company Risk.	The Bloomberg Barclays Capital High Yield Bond Index is the benchmark.	The High Yield Bond Option will be compared to a universe of High Yield Bond mutual funds.

C. Equity Options - Domestic

Asset Class	Objective	Benchmark	Universe
Large Capitalization Blend	The investment objective of the Stock Index option is to track the performance and risk of the Standard & Poor's 500 index.	The S&P 500 Index is the benchmark. The investment options will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Large Capitalization Blend mutual funds.
Large Capitalization Value Style	The investment objective of the Large Capitalization Value Option is to provide long-term growth of capital primarily using domestic large capitalization securities with a value oriented style of management.	The Russell 1000 Value Index is the benchmark. The investment option selected will be compared to the return and the risk of the benchmark.	The Large Capitalization Value Option will be compared to a universe of Large Capitalization Value mutual funds.
Large Capitalization Growth Style	The investment objective of the Large Capitalization Growth Option is to provide long-term growth of capital primarily using domestic large capitalization securities with a growth oriented style of management.	The Russell 1000 Growth Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark, net of investment management fees.	The investment option selected will be compared to a universe of Large Capitalization Growth mutual funds, net of investment management fees.
Mid Capitalization Value Style	The investment objective of the Mid Capitalization Value Option is to provide long-term growth of capital primarily using domestic mid capitalization securities with a value-oriented style of management.	The Russell Mid-cap Value Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Mid-capitalization Value mutual funds.
Mid Capitalization Blend Style	The investment objective of the Mid Capitalization Blend Option is to provide long-term growth of capital primarily using domestic mid capitalization securities with a blend of value and growth oriented styles of management.	The Russell Mid-cap Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Mid Capitalization Blend mutual funds.
Mid Capitalization Growth Style	The investment objective of the Mid Capitalization Growth Option is to provide long-term growth of capital primarily using domestic mid capitalization securities with a growth-oriented style of management.	The Russell Mid-cap Growth Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Mid Capitalization Growth mutual funds.
Small Capitalization Value Style	The investment objective of the Small Capitalization Value Option is to provide long-term growth of capital primarily using domestic small-cap securities with a value oriented style of management.	The Russell 2000 Value Stock Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Small Capitalization Value mutual funds.
Small Capitalization Blend Style	The investment objective of the Small Capitalization Blend Option is to provide long-term growth of capital primarily using domestic small-cap securities with a blend of value and growth oriented styles of management.	The Russell 2000 Stock Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Small Capitalization Blend mutual funds.
Small Capitalization Growth Style	The investment objective of the Small Capitalization Growth Option is to provide long-term growth of capital primarily using domestic small-cap securities with a growth oriented style of management.	The Russell 2000 Growth Stock Index is the benchmark. The investment option selected will be compared to the return and the risk of the benchmark.	The investment option will be compared to a universe of Small Capitalization Growth mutual funds.

D. Equity Options – Non U.S.

Asset Class	Objective	Benchmark	Universe
International Stock	The investment objective of the International Stock Option is to provide long-term growth of capital primarily using securities of companies located outside of the United States.	The Morgan Stanley/Capital International (MSCI) Europe, Australia and Far East (EAFE) Stock Index or the MSCI All Country World Index ex. US (ACWI ex US) will be the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of International Stock mutual funds.
Emerging Markets Stock	The investment objective of the Emerging Markets Stock Option is to provide long-term growth of capital primarily using securities of companies located in emerging countries.	The Morgan Stanley/Capital International (MSCI) Emerging Markets Stock Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Emerging Market Stock mutual funds.

GLOSSARY

ACH: Automated Clearing House.

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND PROCEEDS: Proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

BOOK VALUE: The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMOs): Debt obligations collateralized by pools of mortgages. The collateral can consist of conventional whole loans or agency-backed securities such as GNMAs, FNMAs or FHLMCs. The monthly cash flow generated from the pool is transformed into a series of securities with differing average lives and maturities. CMOs are issued by investment banks, commercial banks, the FNMA and the FHLMC. The issuer takes a higher yielding security and carves it up into different classes with lower interest rates and shorter maturities.

COMMERCIAL PAPER: Commercial Paper consists of short-term note issues by large corporations. Maturity is 270 days or less. There is no explicit coupon rate and interest is figured on a discount basis in the same manner as for Treasury Bills.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Huntsville. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CUSIP NUMBER: A unique nine-digit identification number permanently assigned by the Committee on Uniform Securities Identification Procedures to each publicly traded security at the time of issuance. If the security is in physical form, the CUSIP number is printed on its face.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities

with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S & L=s, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits.

FEDERAL FARM CREDIT BANKS (FFCB): The Federal Farm Credit Banks Consolidated Systemwide Bonds are obligations of the 37 Farm Credit Banks. The Farm Credit Administration which is an independent agency of the U.S. Government supervises the Farm Credit System.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Bank vis-a-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): The Federal Home Loan Mortgage Corporation, also known as Freddie Mac, is an agency of the Federal Government. The Participation Certificates (PC) issued by Freddie Mac are full faith and credit obligations of an agency of the U.S. Government. In that all loans purchased by Freddie Mac are either FHA/VA mortgages originated by members of the Federal Home Loan Bank System or other HUD-approved mortgages.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation=s purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA=s securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FINANCIAL INSTITUTIONS: As used in these policies also refers to Security Broker/Dealers doing business with the City.

FUNDS: Public funds in the custody of a local

government that the investing entity has authority to invest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INVESTMENT POOL: An entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are (a) preservation and safety of principal; (b) liquidity; and (c) yield.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party=s rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which securities are traded that have one year or less until their maturity.

MONEY MARKET MUTUAL FUNDS: A mutual fund with investments that mature within one year.

MUTUAL FUNDS: A type of investment company that pools investments from participants to purchase a portfolio and give to investors fractional ownership of the created portfolio. A mutual fund redeems investors= shares at the net asset value of the shares.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A trade association that helps regulate the performance of the over-the-counter securities market.

NET ASSET VALUE (PER SHARE): The value of the securities underlying one share in the investment company.

NO-LOAD MONEY MARKET MUTUAL FUND: A mutual fund that imposes no initial sales charges or fees.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve=s most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of

market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state--the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

QUALIFIED REPRESENTATIVE: A person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following: (A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers; (B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or (C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

RATING AGENCY: A nationally recognized investment rating firm including Moody's and Standard & Poor's that assigns a rating to a debt issue.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves. State Statute defines repurchase agreement as a simultaneous agreement to buy, hold for a specific time, and sell back at a future date obligations described in State Statute Section 2256.009 a (1) (obligations of the United States or its agencies and instrumentalities) at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse repurchase agreement.

REVERSE REPURCHASE AGREEMENT: See Repurchase Agreement.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank=s vaults for protection.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEPARATELY INVESTED ASSET: An account or fund of a state agency or local government that is not invested in a pooled fund group.

STATE AGENCY: An office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD or YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Broker/Dealer List – October 2025

Hilltop Securities
700 Milam St. Suite 1200
Houston TX 77002

FHN
920 Memorial City Way, 11th Floor
Houston, TXX 77024

Wells Fargo Securities, LLC
1445 Ross Ave., Suite 210
Dallas, TX 75202

UBS Financial Services, Inc.
10001 Woodloch Forest Drive, Suite 100
The Woodlands, TX 77380

Stifel
100 Motor Parkway, 2nd Floor
Happauge, NY 11788

Duncan Williams
11458 W. Travelers Way Circle
Houston, TX 77065

Cullen Asher, LLC
325 N St. Paul St., 31st Floor
Dallas, TX 75201

Multi-Bank Securities, Inc.
2400 E. Commercial, Suite 812
Ft. Lauderdale, FL 33308

Vining Sparks, IBG, LP
2107 Elliot Ave, Ste. 208
Seattle, WA 98121

Schedule of Fees and Charges		FY 2026 Changes
All Municipal Services		
Processing Fee on all debit/credit card transactions	2.5%	
Airport		
Airport Ground Lease	15¢ per square foot, per year	
City Secretary		
Alcohol Beverages Licenses and Permits (City Fee Only)	Variable: Refer to Texas Administrative Code	
Copies of Public Information	Variable dependent on document or material type, as set by the Texas Administrative Code, plus an additional 25%.	
Development Services		
Certificate of Compliances		
City Limits	$45	
ETJ	$45	
Flood Plain	$65	
Manufactured Home (Placement)	**$75**	**$75**
Minor Plats (includes amending & replats)	$250	
Preliminary Plat	$350	
Final Plats (includes amending & replats)	$350	
Filing Fees	Actual Cost	
District Map Amendment	$350	
Request for Compliance/Zoning Verification Letters	$50 **$60** each plus any copy expenses	**$60**
Environmental Assessment Report	$125	
Variance/Appeal request	$350	
Conditional Use Permit	$350	
Subdivision Modification/Waiver	$350	
Permit Cancellation Fee	**$50**	**$50**
Vacant Building Fee - Commercial	**$5,000**	**$5,000**
Vacant Building Fee - Residential	**$1,000**	**$1,000**
Street Name Change	$350	
Right Of Way Abandonment Administrative Fee	$450	
Building Permits (Residential)		
New Residential/Addition	0 - 500 Sq. Ft / $0.75 **$0.85** per Sq. Ft (Minimum $50.00)	**$0.85**
	501 - 1000 Sq. Ft / $0.70 **$0.80** per Sq. Ft	**$0.80**
	1001 - 2000 Sq. Ft / $0.65 **$0.75** per Sq. Ft	**$0.75**
	Over 2000 Sq. Ft / $0.55 **$0.65** per Sq. Ft	**$0.65**
Residential Renovation & Accessory	$65 for the first 250 sq. ft. / lineal ft. + $0.35 per each additional sq. ft./ lineal ft. over 250 sq. ft./ lineal ft.	
Foundation Repair	**$125.00**	**$125.00**
Residential All Other	$35.00 **$65.00** per required inspection	**$65.00**

Schedule of Fees and Charges		FY 2026 Changes
Plan Checking Fee		
Less than $35,000 **$10,000** valuation	No Fee	
$35,000 **$10,000** valuation or more	One-half of building permit fee	
*Note : For commercial projects over $250,000, **$100,000** Plan Check Fee payable upon application submittal for Plan review/check*		
Building Permits (Commercial)		
Based on Valuation		
Less than $1,000	$35 **$65** inspection fee	**$65.00**
$1,001 to $50,000	$35 **$65** for first $1,000 + $5 **$7** per each additional $1,000	**$65 / $7**
$50,001 to $100,000	$280 for the first $50,000 + $4 **$6** per each additional $1,000	**$6**
$100,001 to $500,000	$480 for the first $100,000 + $3 **$5** per each additional $1,000	**$5**
Over $500,001	$1,680 for the first $500,000 + $2 **$4** per each additional $1,000	**$4**
Commercial Change of Tenant/Revised Certificate of Occupancy		**$65**
Temporary Certificate of Occupancy Fee	**$250.00 per request**	**$250**
Electrical Permits - Residential		
Fee for issuing each permit	Residential dwelling & accessory permit fees: (This includes but may not be limited to single family attached, single family detached, duplex's, manufactured housing, additions and accessory structures. Based on the square footage of construction.)	
Finished Square Feet		
Less than 1,000 square feet	$70	
1,000 square feet or greater.	$70.00 for the first 1,000 square feet + $4.00 **$7.00** per 100 square feet or fraction thereof in excess of 1,000 square feet.	**$7.00**
Electrical Permits - Commercial & Residential Repairs		
All other fees:		
	(Fees shall be computed on the "total valuation of work", the dollar value of labor and materials (total cost to the customer).	
60 **$70**	**$70**	
Valuation Of Work		
	60 **$70**	**$70**
Over $2,000.00 to $50,000.00	$50.00 **$70.00** for the first $2,000.00 plus $5.00 **$6.00** for each additional $1,000.00, or fraction thereof	**$70 / $6**
Over $2,000.00 to $50,000.00	$290.00 for the first $50,000.00 plus $4.00 for each additional $1,000.00, or fraction thereof	**$5**
Over $50,000.00 to $500,000.00	$290.00 for the first $50,000.00 plus $4.00 for each additional $1,000.00, or fraction thereof	
Over $500,000.00	$2,090.00 for the first $500,000.00 plus $3.00 for each additional $1,000.00, or fraction thereof	**$4**
Fire Standpipe/Line & Sprinkler Permits		
Fee for issuing each permit	50 **$70**	**$70**
1 to 5 sprinkler heads	2 **$10**	**$10**
Over 5 sprinkler heads	$.50 each **$1.00 each**	**$1.00**
Fire Line/Standpipe	$100 each	

Schedule of Fees and Charges		FY 2026 Changes
Fire Alarm Permits	Based on Valuation	
Less than $1,000	$35 **$65** Inspection fee	**$65**
$1,001 to $50,000	$35 **$65** for the first $1,000 + $5 **$6** per each additional $1,000	**$65** / **$6**
$50,001 to $100,000	$280 for the first $50,000 + $4 **$5** per each additional $1,000	**$5**
$100,001 to $500,000	$480 for the first $100,000 + $3 **$4** per each additional $1,000	**$4**
$500,001 and over	$1,680 for the first $500,000 + $2 **$3** per each additional $1,000	**$3**
Fire Suppression System Permits		
Less than $1,000	$35 **$65** Inspection fee	**$65**
$1,001 to $50,000	$35 **$65** for the first $1,000 + $5 **$6** per each additional $1,000	**$65** / **$6**
$50,001 to $100,000	$280 for the first $50,000 + $4 **$5** per each additional $1,000	**$5**
$100,001 to $500,000	$480 for the first $100,000 + $3 **$4** per each additional $1,000	**$4**
$500,001 and over	$1,680 for the first $500,000 + $2 **$3** per each additional $1,000	**$3**
Fuel Dispensing/Storage Permits		
Less than $1,000	$35 **$65** fee	**$65**
$1,001 to $50,000	$35 **$65** for the first $1,000 + $5 **$6** per each additional $1,000	**$65** / **$6**
$50,001 to $100,000	$280 for the first $50,000 + $4 **$5** per each additional $1,000	**$5**
$100,001 to $500,000	$480 for the first $100,000 + $3 **$4** per each additional $1,000	**$4**
$500,001 and over	$1,680 for the first $500,000 + $2 **$3** per each additional $1,000	**$3**
Grading and Excavation Plan Checking Fee		
Less than 5,000 cubic yards	No Fee	
5,000 to 10,000 cubic yards	$20	
10,001 to 100,000 cubic yards	$20 for first 10,000 CY + $10 per each additional 10,000 CY	
100,001 to 200,000 cubic yards	$110 for first 100,000 CY + $6 per each additional 10,000 CY	
Over 200,001 cubic yards	$170 for first 200,000 CY + $3 per each additional 10,000 CY	
Grading and Excavation Permits		
Less than 50 cubic yards	$10	
51 to 100 cubic yards	$15	
101 to 1,000 cubic yards	$15 for first 100 CY + $7 per each additional 100 CY	
1,001 to 10,000 cubic yards	$78 for first 1,000 CY + $6 per each additional 1,000 CY	
10,001 to 100,000 cubic yards	$132 for first 1,000 CY + $27 per each additional 1,000 CY	
Over 100,001 cubic yards	$375 for first 10,000 CY + $15 per each additional 1,000 CY	
Irrigation Permits		
Fee for issuing each permit	50 **$65**	**$65**
Commercial project fee	60 **$70**	**$70**
1 to 5 sprinkler heads	2 **$5**	**$5**
Over 5 sprinkler heads	$.20 each **$.30 each**	**$0.30**
Backflow Prevention Devices		
1 to 5	2.5 **$3.00**	**$3**
Over 5	$1.50 each **$2.00 each**	**$2**
Manufactured/Mobile Home Permits		
Electrical	40 **$65**	**$65**
Placement	$75	
Plumbing	40 **$65**	**$65**
Plumbing Connection with Gas	42 **$67**	**$67**
Mechanical	45 **$65**	**$65**
Plumbing Permits - Residential		
Residential dwelling & accessory permit fees:	(This includes but may not be limited to single family attached, single family detached, duplex's, manufactured housing, additions and accessory structures. Based on the square footage of construction.)	

Schedule of Fees and Charges		FY 2026 Changes
Finished Square Feet		
Less than 1,000 square feet	70 **$75**	**$75**
1,000 square feet or greater.	$70.00 **$75.00** for the first 1,000 square feet + $6.00 **$7.00** per 100 square feet or fraction thereof in excess of 1,000 square feet.	**75 / $7**
Plumbing Permits - Commercial & Residential Repairs		
Commercial project fee	60 **$70**	**$70**
Valuation Of Work		
Not more than $2,000.00	50 **$70**	**$70**
Over $2,000.00 to $50,000.00	$50.00 **$70.00** for the first $2,000.00 plus $5.00 **$6.00** for each additional $1,000.00, or fraction thereof	**$70 / $6**
Over $50,000.00 to $500,000.00	$290.00 for the first $50,000.00 plus $4.00 **$5.00** for each additional $1,000.00, or fraction thereof	**$5**
Over $500,000.00	$2,090.00 for the first $500,000.00 plus $3.00 **$4.00** for each additional $1,000.00, or fraction thereof	**$4**
Mechanical Permits - Residential		
Commercial project fee	$60	
Residential dwelling & accessory permit fees:	(This includes but may not be limited to single family attached, single family detached, duplex's, manufactured housing, additions and accessory structures. Based on the square footage of construction.)	
Finished Square Feet		
Less than 1,000 square feet	70 **$75**	**$75**
1,000 square feet or greater.	$70.00 **$75.00** for the first 1,000 square feet + $4.00 **$5.00** per 100 square feet or fraction thereof in excess of 1,000 square feet.	**$75 / $5**
All other fees:		
(Fees shall be computed on the "total valuation of work", the dollar value of labor and materials (total cost to the customer).		
Mechanical Permits - Commercial & Residential Repairs		
Commercial project fee	60 **$70**	**$70**
Valuation Of Work		
Not more than $2,000.00	50 **$75**	**$75**
Over $2,000.00 to $50,000.00	$50.00 **$75.00** for the first $2,000.00 plus $5.00 **$6.00** for each additional $1,000.00, or fraction thereof	**$75 / $6**
Over $50,000.00 to $500,000.00	$290.00 for the first $50,000.00 plus $4.00 **$5.00** for each additional $1,000.00, or fraction thereof	**$5**
Over $500,000.00	$2,090.00 for the first $500,000.00 plus $3.00 **$4.00** for each additional $1,000.00, or fraction thereof	**$4**
After Hours Inspection Fee - 4 hr. Minimum	$50/hr. **$65/hr.** ($200 Minimum) **($260 Minimum)**	**$65 / $260**
Re-Inspection Fee	$75	
Work performed without a permit	Equal to twice the cost of the permit	
Sign Permits	25¢/sq. ft. (minimum $5) + $10/linear ft. of sign height + $25/permit	
Temporary Sign Permits -Non Profits Only	$25	
PID Application Fee	**$50,000**	
Extra Territorial Jurisdiction Dis-Annexation Application		
Application Fee	$500	
Utility Permits		
Water Tap	See Other Utility-Related Fee Section	
Sewer Tap	See Other Utility-Related Fee Section	
Fire Line Tap	See Other Utility-Related Fee Section	
Other Permits		
On Site Sewage Facility	$200	
Moving	$100	
Demolition	35 **$100**	**$100**
Driveway Approach	35 **$65**	**$65**
Vendor/Peddler Permits	$50 - valid **90 days** in 1 location (separate permit required for each location)	

Schedule of Fees and Charges		FY 2026 Changes
Contractor Registration Fees		
General Contractor - Residential & Commercial	60 **$75**	**$75**
Plumbing - All License Types	No Fee	
Electrical - All License Types	No Fee	
Fire-Suppression System Installers	60 **$75**	**$75**
Irrigator	60 **$75**	**$75**
Backflow Tester	60 **$75**	**$75**
Residential Appliance Installers **-REMOVE**	12 **- REMOVE**	**REMOVE**
Swimming Pool/Spa Annual Permits	$100	
Late Permit Fee (if permit not obtained by May 15th expiration)	**Equal twice the cost of permit fee**	**$200**
Food Service Establishment Annual Health Permits	Based on # of employees	
1-3 Employees	150 **$175**	**$175**
4+ employees	250 **$275**	**$275**
Late Permit Fee **(if permit not obtained by Dec 31st expiration)**	**Equal half the cost of permit fee**	
Food Service Establishments Pre-Opening Fee	60 **$75**	**$75**
Food Service Establishments Re-Inspection Fee	$300	
Itinerant Restaurant Permits (1-3 days)	$25 per Event **$35 per Event**	**$35**
Non-Profit Organizations, Annual Health Permits	60 **$75**	**$75**
Mobile Food Units Annual Health Permits	$250	
Late Permit Fee	**Equal half the cost of permit fee**	
Daycare Facilities Annual Health Permits	150 **$175**	**$175**
Late Permit Fee	**Equal half the cost of permit fee**	
Culverts/Driveways Installations by City	Actual Cost	
Mobile Food Vendor Permit - Annual	$200 (Separate permit required for each location)	
Mobile Food Vendor Permit - Temporary	$50 **$75** (Valid 90 days - separate permit required for each location)	**$75**
Shared Mobility Device Permits	$200 Application Fee + $3.00 per Shareable Mobility Device	
Engineering Services		
Public Improvement and Private Development Project Review Fees		
Application Fee	$420.00	
Per Sheet Review Fee	$485.00 per sheet / page	
Drainage Plan Review Fee	$5,225.00	
Traffic Plan Review Fee	$5,225.00	
Utility Capacity Assessment Fee	$4,500.00	
GIS/MicroStation Map		
Letter size (8.5" x 11")	$1.20	
Legal size (8.5" x 14")	$1.20	
Tabloid size (11" x 17")	$2.40	
Small (18" x 23")	$6.00	
Medium (24" up to 35")	$9.60	
Large (greater than 35")	$12.00	
Map/Plat/Plan Copy/Deed, etc. Fees (copies of existing documents)		
Letter size (8.5" x 11")	$0.12	
Legal size (8.5" x 14")	$0.12	
Tabloid size (11" x 17")	$0.25	
Small (18" up to 23")	$4	
Medium (24" up to 35")	$5	
Large (36" & greater)	$6	

Schedule of Fees and Charges		FY 2026 Changes
Recreation Services		
Softball/Baseball Field		
Youth Leagues	$5 per person	
Adult Leagues	$10 per person	
Day Rental, Private Use (Josey Park field included)	$25 per hour	
Field Prep	$25 - one time at start	
Security Deposit	$50	
Lights	$25 per hour of field usage	
Tournaments	City Residents: $100 plus hourly Rate	
	Walker County Residents: $125 plus hourly rate	
	Non-Residents: $150 plus hourly rate	
Soccer/Football Fields		
Youth Leagues	$5 per person	
Adult Leagues	$10 per person	
Field Rental, Private Use	$25 per hour	
Field prep	$ 50 - one time at start	
Security Deposit	$50	
Lights	$25 per night	
Tournaments	City Residents: $100 plus hourly Rate	
	Walker County Residents: $125 plus hourly rate	
	Non-Residents: $150 plus hourly rate	
Basketball Court		
Day Rental, Private Use	$25 per hour	
Youth Leagues	$5 per person	
Adult Leagues	$10 per person	
Tournaments	City Residents: $100 plus hourly Rate	
	Walker County Residents: $125 plus hourly rate	
	Non-Residents: $150 plus hourly rate	
Martin Luther King, Jr Center		
Rental Fee	City Residents: $100 first hour / $25 each additional hour	
	Walker County Residents: $125 first hour / $25 each additional hour	
	Non-Residents: $150 first hour / $50 each additional hour	
Security Deposit	$200	
Audio/Visual Deposit	$50	
Audio/Visual Fee	$25	
Park Rental		
Pavilion Permit -Emancipation Park	$50 per hour	
Stage at Rather Park	$50 per hour	
Gazebo Permit - Kate Barr Ross Park	$25 per hour	
Pavilion/Stage at Rather Park/Gazebo Deposit	$100	
Cancellation (6-15 Business Days Prior)	1/2 of Deposit returned	
Cancellation (Within 5 Business Days)	No Deposit returned	
Event Permit	City Residents: $100 first hour / $50 each additional hour	
	Walker County Residents: $125 first hour / $50 each additional hour	
	Non-Residents: $150 first hour / $50 each additional hour	
Event Permit Security Deposit	$200	
Zumba Admission		
Per Class per Person	$2	
Program Fees	Additional Line Item: Costs Vary	

Schedule of Fees and Charges		FY 2026 Changes
Aquatic Center		
Admission		
Adults Age 12 and Up	$4.00	
Children Age 3 to 11	$2.50	
Children Age 2 or less	No Charge	
Day Care Fees	$2.50 per child	
Season Pass		
Adults Age 12 and Up	$50	
Children Age 3 to 11	$40	
Family	$100 for first four members + $20 per each additional member	
Swimming Lessons	$45 per course	
Water Aerobics	$75 annually/$25 quarterly	
Lap Swimming Fees		
Session 1 - September, October and November	$25	
Session 2 - December, January and February	$25	
Session 3 - March, April and May	$25	
Sessions 1, 2 and 3	$60	
Pool Rental- Private	$100.00 per hour (maximum 2 hours)	
Program Fees	Varies	
Cemetery Operations		
Cemetery Space		
Plot	$1,000	
Filing Fee	Actual Cost	
Landscape Repair Fee after Exhumations	$250	

Schedule of Fees and Charges			FY 2026 Changes
		Library Services	
Fines - Daily			
	Fines - Over due		
	Books	10¢	
	Magazines	10¢	
	DVDs	$1	
	Audiobook	$1	
	Music	10¢	
	Maximums	$10	
	Interlibrary Loans (daily fine)	$1	
	Interlibrary Loans Maximums	$30	
	Board Games	$1	
Copies & Prints			
	Black and white	15¢ per page	
	Color	75¢ per page	
Sales (donated items)			
	Audio Book	$1	
	Music CD	$1	
	Video	$1	
	Hardback Book	$1	
	Paperback Book	25¢ each	
	Children's Hardback Book	50¢ each	
	Children's Paperback Book	25¢ each	
	Walker Co. stories CDs	$5	
Lost or Damaged Materials			
	Library Card	$1	
	Lost Materials	Replacement cost plus $10 processing fee	
	Barcode	$1	
	Security Patch	$1	
	Book Jacket	$1	
	Spine Label	$1	
	DVD Case	$1	
	Audio Book Case	$5	
	Board Games (Replaceable Part)	$1	
	Board Games (Non replaceable part)	Greater of $10 or half of the cost of the item	
	Board Game (total replacement)	Replacement cost plus $10 processing fee	
Room Rentals - Payment due at booking			
	Deposit for all groups -Refundable if the room is left in good order	$150	
	After-hours surcharge (all groups hourly)	$30 Additional expense for holding an event outside business hours.	
	Audio/Visual equipment (per event)	$20	
	Community Room or Board Room		
	For-profit groups outside Walker County	$150 for 1st hour, $50 each subsequent hour	
	For-profit groups within Walker County	$100 for 1st hour, $50 each subsequent hour	
	Other groups or individuals outside Walker County	$25 per hour	
	Other groups or individuals within Walker County	$25	
	Walker County non-profit	No Charge	
	Outside Walker County non-profits	$25	
	Outside Walker County - parties, receptions, etc.	$50	
	After-hours Surcharge (applicable to all groups)	additional $30 per hour	
	Deposit	$150	

Schedule of Fees and Charges		FY 2026 Changes
Tourism & Cultural Services		
Tours		
Historical Driving Tour	$3 per person - $30.00 minimum	
Rental of Wynne Home (includes Kitchen)		
Brown Wynne Gallery		
Non-Profit	$45 per hour - 2 hr. minimum	
Private	$50 per hour - 2 hr. minimum	
Meeting Room (includes Kitchen)		
Non-Profit	$35 per hour - 2 hr. minimum	
Private	$40 per hour - 2 hr. minimum	
Non-Profit	**$250 up to 4 hours/$40 for each subsequent hour (up to 8 total hours)**	
Private	**$350 up to 4 hours/$50 for each subsequent hour (up to 8 total hours)**	
Porch and Grounds		
Non-Profit	**$45 per hour - 2 hr. minimum**	
Private	**$50 per hour - 2 hr. minimum**	
Kitchen Rental - Outdoor events		
Non-Profit	$35 per hour - 2 hr. minimum	
Private	$40 per hour - 2 hr. minimum	
Security Deposits-due upon booking	**Add due upon booking - 25% of fee**	
Security Fee (Refundable)		
40+ persons and outside regular business hours	$150	
Rental of Audio Visual		
Projector and screen	$25	
William Hodges Education Building		
Meeting Room		
Rental Fee	$100 for 1st hour + $50 each subsequent hour	
Security Deposit - due upon booking	$150	
Use of Audio/Visual Equipment	$20 per rental	
Stand with Sam Brick Pavers		
4 x 8 paver	$100	
5 x 8 paver	$250	
6 x 12 paver	$500	
12 x 12 paver	$1,000	
16 x 16 paver	$5,000	
Event Fees	Varies	
Big Sam's Honor Club	$35	
Film Friendly Texas		
Total or disruptive use (regular operating hours) of a City of Huntsville building,	$500 per day	
park, or public area that is not subject to set rental fees.		
Partial, non-disruptive use of a City of Huntsville building, or park facility	$250 per day	
Total closure or obstruction of public street or right-of-way, including parking lots		
and on-street parking. Applicants must submit an events permit request to		
the Huntsville Police Department	$50 per block or lot, per day	
Partial closure or obstruction of public street or right-of-way, including parking		
lots and on-street parking	$25 per block, per day	
Use of City parking lots, parking areas, and City streets (for the purpose of		
parking film trailers, buses, catering trucks, and other large vehicles)	$50 per block or lot, per day	

Schedule of Fees and Charges		FY 2026 Changes
Public Safety		
Sexually Oriented Business Permits		
Original Application	$400	
Renewal Application	$200	
Wrecker Permits	$50/yr. per holder + $60/yr. per tow truck	
Taxi/Chauffer	$100/yr. per taxi	
Accident Report	$6 $11 online ($5 provider fee)	
Fingerprinting Fee	$10 per person	
Posted Hourly Parking Fee -	$1.00 per hr. / Max $5.00	
Residential Alarm Fees		
0-3 False Alarms	No Charge	
4-5 False Alarms	$25 each	
6-8 False Alarms	$50 each	
Over 8 False Alarms	$100 each	
Commercial Alarm Fees		
0-3 False Alarms	No Charge	
4-5 False Alarms	$50 each	
6-8 False Alarms	$75 each	
Over 8 False Alarms	$100 each	
Alarm Fees		
Initial permit	$10 residential/$30 commercial	
Alarm Co. Failure to Provide Accurate Info	$25	
Permittee Fail to Respond to Alarm Location w/in 30 mins at Request of Police	$50	
Failure to Notify of Address Changes, etc.	$50	
Reinstatement Fee	$100	
Appeal Fee	$25	
Animals and Fowl		
Annual Registration Fee for Dogs Deemed as Dangerous by Animal Control Authority	$50	
Replacement of lost Dangerous Dog ID Tag	$10	
Tow Truck Companies	**Fee Allowed to be Charged by Tow Truck Company **Not Collected by City****	
All Police Directed Tows	$200	
Debris Removal	$35	
Waiting, per hour after the first hour	$25	
Notification	$50	
Preservation	$20	
Copies of Open Records	Variable dependent on document or material type, as set by the Texas Administrative Code, plus an additional 25%.	

Schedule of Fees and Charges			FY 2026 Changes
Huntsville Animal Control Facility		**Fee Allowed to be Charged by Animal Shelter - **Not Collected by City****	
Adoption Fee		$85	
Owner Surrender		$50	
Quarantine Fee		$35	
	Boarding Fee (per night)	$15	
Return to Owner Fees			
	Impound Fee	$35	
	Boarding Fee (per night)	$15	
Microchip		$25	
Vaccines:		$10 Each	
Dog:			
	DAPPV	$10 Each	
	Bordetella	$10 Each	
Cat:			
	FVRCP	$10 Each	
Cat/Dog:			
	Rabies	$10 Each	
Flea Prevention:			
	Cat/Dog: Activyl		
	0-50 lbs.	$10	
	51-100 lbs.	$15	
	101 and up	$20	
	Bravecto	$50	
FIV/FELV Test		$25	
Heartworm Test		$25	
Nail Trim		$5	
Deworming:			
	Cat/Dog:		
	Under 50 lbs.	$5	
	Over 50 lbs.	$10	
Heartworm Prevention-Iverhart			
	Heartworm Test (Mandatory)	$25	
	6-12 lbs.	$7/dose of $25 box (6 doses)	
	12.1-25 lbs.	$7/dose of $30 box (6 doses)	
	25.1-50 lbs.	$7/dose of $35 box (6 doses)	
	50.1-100lbs	$7/dose of $40 box (6 doses)	
Sterilization:			
Dog:			
	Female (spay)	$100	
	With government assistance	$80	
	Male (neuter) under 50 lbs.	$60	
	Over 50 lbs.	$80	
	Pain Medicine - Pills	$5	
Cat:			
	Female (spay)	$60	
	Male (neuter)	$40	
	Pain Medicine - Shot	$10	
E-Collar:			
	Recommended for both Cat and Dog	$10	
Extra fees that may occur are:			
	In Heat	$35	
	Term spay	$45	
	Cryptorchidism	$45-$65 (determined by a Vet)	
	CapStar	$8	

Schedule of Fees and Charges				FY 2026 Changes
Fire Department Cost Recovery - (Non-County Residents)				
	Motor Vehicle Incidents			
		Level 1- Basic Incident with hazardous materials assessment and scene stabilization	$494	
		Level 2- includes level 1 plus clean-up of fluids	$562	
		Level 3- Vehicle Fire	$687	
		Add-ons:		
		Extrication	$1,483	
		Landing Zone	$454	
	Hazmat			
		Level 1- Basic response:		
		Engine response, first responder assignment, perimeter establishment, evacuations, set-up and command	$796	
		Level 2- Intermediate Response:		
		Level 1 plus Hazmat team and equipment, Level A or B suit donning, breathing air, detection equipment, and decon	$2,842	
		Level 3- Advanced Response:		
		Level 1 and 2 plus recovery and identification of materials, disposal and environmental clean-up.	$6,707	
	Special Rescues -High Angle, Water Rescues, other Specialized Rescue			
		Itemized billing:		
		Per hour per response vehicle +	$455	
		Per hour per rescue person	$57	
	For incidents that require extended time on scene response will be itemized			
		Engine	$455 per hour	
		Truck	$568 per hour	
		Miscellaneous Equipment	$341 per hour	
	CPR class Fee (non City Employee)		$30	

Schedule of Fees and Charges		FY 2026 Changes
Water Services		
Single Family Residential		
First 3,000 gallons		
.75 inch meter	$16.87 per month	$ 17.54
1 inch meter	$24.66 per month	$ 25.65
1.5 inch meter	$32.45 per month	$ 33.75
2 inch meter	$53.87 per month	$ 56.02
3 inch meter	$211.57 per month	$ 220.03
4 inch meter	$269.98 per month	$ 280.78
6 inch meter	$406.27 per month	$ 422.52
8 inch meter	$562.03 per month	$ 584.51
10 inch meter	$781.40 per month	$ 812.66
Between 3,000 and 7,000 gallons	$7.10 per thousand gallons	$ 7.38
Between 7,001 and 13,000 gallons	$7.81 per thousand gallons	$ 8.12
Over 13,000 gallons	$8.87 per thousand gallons	$ 9.22
Jointly Metered Residential/Multi-Family		
First 3,000 gallons		
.75 inch meter	$16.87 per month	$ 17.54
1 inch meter	$24.66 per month	$ 25.65
1.5 inch meter	$32.45 per month	$ 33.75
2 inch meter	$53.87 per month	$ 56.02
3 inch meter	$211.57 per month	$ 220.03
4 inch meter	$340.78 per month	$ 354.41
6 inch meter	$406.27 per month	$ 422.52
8 inch meter	$562.03 per month	$ 584.51
10 inch meter	$781.40 per month	$ 812.66
Jointly Metered Residential		
Between 3,000 and 7,000 gallons	$7.10 per thousand gallons	$ 7.38
Over 7,001 gallons	$7.81 per thousand gallons	$ 8.12
Multi-Family		
Over 3,000 gallons	$8.87 per thousand gallons	$ 9.22
Commercial Metered		
First 3,000 gallons		
.75 inch meter	$19.47 per month	$ 20.25
1 inch meter	$27.26 per month	$ 28.35
1.5 inch meter	$35.05 per month	$ 36.45
2 inch meter	$56.46 per month	$ 58.72
3 inch meter	$214.17 per month	$ 222.74
4 inch meter	$272.58 per month	$ 283.48
6 inch meter	$408.87 per month	$ 425.22
8 inch meter	$564.63 per month	$ 587.22
10 inch meter	$781.40 per month	$ 812.66
Over 3,000 gallons	$8.87 per thousand gallons	$ 9.22

Schedule of Fees and Charges		FY 2026 Changes
Institutional Users		
First 3,000 gallons		
.75 inch meter	$19.47 per month	$ 20.25
1 inch meter	$27.26 per month	$ 28.35
1.5 inch meter	$35.05 per month	$ 36.45
2 inch meter	$56.46 per month	$ 58.72
3 inch meter	$214.17 per month	$ 222.74
4 inch meter	$272.58 per month	$ 283.48
6 inch meter	$408.87 per month	$ 425.22
8 inch meter	$564.63 per month	$ 587.22
10 inch meter	$781.40 per month	$ 812.66
Over 3,000 gallons	$9.59 per thousand gallons	$ 9.97
Irrigation		
First 3,000 gallons		
.75 inch meter	$19.47 per month	$ 20.25
1 inch meter	$27.26 per month	$ 28.35
1.5 inch meter	$35.05 per month	$ 36.45
2 inch meter	$56.46 per month	$ 58.72
3 inch meter	$214.17 per month	$ 222.74
4 inch meter	$272.58 per month	$ 283.48
6 inch meter	$408.87 per month	$ 425.22
8 inch meter	$564.63 per month	$ 587.22
Residential		
Between 3,000 and 7,000 gallons	$7.10 per thousand gallons	$ 7.38
Between 7,001 and 13,000 gallons	$7.81 per thousand gallons	$ 8.12
Over 13,000 gallons	$8.87 per thousand gallons	$ 9.22
Jointly Metered Residential		
Between 3,000 and 7,000 gallons	$7.10 per thousand gallons	$ 7.38
Over 7,001 gallons	$8.87 per thousand gallons	$ 9.22
Multi-Family		
Over 3,000 gallons	$8.87 per thousand gallons	$ 9.22
Commercial		
Over 3,000 gallons	$8.87 per thousand gallons	$ 9.22
Institutional		
Over 3,000 gallons	$9.59 per thousand gallons	$ 9.97
Fire Hydrant Meters		
First 3,000 gallons	$214.17 per month	$ 222.74
Over 3,000 gallons	$9.59 per thousand gallons	$ 9.97
Note: Water rates for customers outside the city limits are calculated in the same manner as rates for customers within the city limits; however, a multiplier of 1.50 shall be applied to the cost components listed above.		

Schedule of Fees and Charges		FY 2026 Changes
Wastewater Services		
Single Family/Jointly Metered Residential		
First 2,000 gallons	$19.54 per month	$ 21.10
Over 2,000 gallons	$7.30 per thousand gallons	$ 7.88
Note: Each individually metered residential dwelling unit shall be charged a monthly wastewater service charge and a volume charge based upon the average amount of water consumed during the months of November, December, January and February of each year, rounded to the nearest 100 gallons. Customers moving onto an existing or newly constructed, single family residential unit shall billed for sewer at eighty percent (80%) of current monthly consumption up to a maximum monthly amount for 10,000 gallons until the winter month history is established. Residential customers not connected to the waterworks system of the city shall be billed monthly by the city for wastewater services at a calculated rate based on the average residential water consumption of sixty-eight hundred (6,800) gallons **$54.58**, or at a rate based on the average water consumed during the months of November, December, January and February of each fiscal year from the billing records of a special water district.		$ 58.92
Commercial/Institutional Users		
First 2,000 gallons	$22.55 per month	$ 24.35
Over 2,000 gallons	$7.30 per thousand gallons	$ 7.88
Commercial customers shall be billed at a rate that is consistent with the regular wastewater charge of similar type businesses, premises or users receiving service from the city. The utility office supervisor shall recommend for approval such service charge and conditions as deemed appropriate to the Finance Committee of the City Council and the Finance Committee shall approve the same.		
Septic Waste Disposal Fee		
Septic Waste Receiving Station	$0.09 per gallon	
Septic Waste Hauler Permit	$100 per year	
Sewer Service Call (normal business hours, problem found to be on customer side, to include residents, plumbers and contractors)		
0-3 False Alarms	No Charge	
4-5 False Alarms	$25.00	
6-7 False Alarms	$50.00	
8+ False Alarms	$100.00	
After hours Sewer Service Call (After Business hours, problem found to be on customer side, to include residents, plumbers and contractors)		
0-3 False Alarms (after hours)	No Charge	
4-5 False Alarms (after hours)	$50.00	
6-7 False Alarms (after hours)	$100.00	
8+ False Alarms (afterhours)	$200.00	
Stormwater Utility Fees:		
Passed by Ordinance # 2024-22 9.17.2024		
Residential Property Fee	$5.00 per month	
Non-Residential Property Fees		
Property (excluding property owned by a school district, religious organization, county or municipality)	Allocated Impervious Area on the Parcel(s) in square feet (sf) X $0.00152/SF/month	
Property owned by a school district, religious organization, county or municipality	Allocated Impervious Area on the Parcel(s) in square feet (sf) X $0.00076/SF/month	

Schedule of Fees and Charges		FY 2026 Changes
Solid Waste Services		
Per Month Fee		
Residential Collection		
Single Family Households-Inside City Limits	$25.76	$ 26.53
Additional Collection Cart	$13.73	$ 14.14
Business Minimum Inside City Limits Collection	$27.10	$ 27.91
Additional Collection Cart	$13.73	$ 14.14
Per Month Fee per Unit		
Multi-Family Residential Collection		
Individually Metered Units With Dumpster	$25.76	$ 26.53
Individually Metered Units Without Dumpster	$25.76	$ 26.53
Jointly Metered Units Without Dumpster	$25.76	$ 26.53
Jointly Metered Units With Dumpster	By size of container and number of pickups (see below)	
Commercial Collection-INSIDE City Limits-Dumpsters and Roll Offs		
Per Month Fee		
2 Yard Dumpster		
1 Collection per week	$84.39	$ 86.92
2 Collections per week	$141.82	$ 146.07
3 Collections per week	$199.24	$ 205.22
4 Collections per week	$256.66	$ 264.36
5 Collections per week	$314.10	$ 323.52
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$39.15	
Unscheduled/Extra Pickups - Start from Transfer Station	$52.21	
After Hours/Extra Pickups	$84.39	
Per Month Fee		
4 Yard Dumpster		
1 Collection per week	$107.31	$ 110.53
2 Collections per week	$187.71	$ 193.34
3 Collections per week	$268.06	$ 276.10
4 Collections per week	$348.43	$ 358.88
5 Collections per week	$428.79	$ 441.65
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$54.80	
Unscheduled/Extra Pickups - Start from Transfer Station	$73.07	
After Hours/Extra Pickups	$107.21	
Per Month Fee		
6 Yard Dumpster		
1 Collection per week	$130.26	$ 134.17
2 Collections per week	$233.57	$ 240.58
3 Collections per week	$336.87	$ 346.98
4 Collections per week	$440.19	$ 453.40
5 Collections per week	$543.48	$ 559.78
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$70.44	
Unscheduled/Extra Pickups - Start from Transfer Station	$93.92	
After Hours/Extra Pickups	$130.26	
Per Month Fee		
8 Yard Dumpster		
1 Collection per week	$153.20	$ 157.80
2 Collections per week	$279.45	$ 287.83
3 Collections per week	$405.69	$ 417.86
4 Collections per week	$531.94	$ 547.90
5 Collections per week	$658.19	$ 677.94
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$86.07	
Unscheduled/Extra Pickups - Start from Transfer Station	$114.78	
After Hours/Extra Pickups	$153.20	

Schedule of Fees and Charges		FY 2026 Changes
Excessive Wear and Tear of Dumpsters		
Dumpster Cleaning	$104.34	
Dumpster Cleaning and Painting	$153.38	
Dumpster Cleaning and Painting when Burned	$367.27	
Dumpster Cleaning, Painting and Bottom Replacement when Burned	$708.27	
Dumpster emptied due to placement of large item	No flat fee, charged as unscheduled pickup from transfer station according to dumpster size	
Each Lid		
Replacement Lids and Bars - Stolen, Unauthorized Removal or Damage	$42.96	
Per Month Fee Plus Tonnage Fee of $87.69 per ton	**Per Month Fee Plus Tonnage Fee of $87.69 per ton**	
Open Top Roll-off - Inside City Limits		
1 Collection per week	$514.92	$ 607.00
2 Collections per week	$869.82	$ 1,153.00
3 Collections per week	$1,224.72	$ 1,643.00
4 Collections per week	$1,579.62	$ 2,190.00
5 Collections per week	$1,934.53	$ 2,738.00
Trip Fee Plus Tonnage Fee of $85.14 per ton	**Per Month Fee Plus Tonnage Fee of $85.14 per ton**	
Extra Pickups	$135.59	$ 200.00
Call In	$291.17	$ 295.00
Stand-by	$291.17	$ 295.00
Trip Fee Plus Tonnage Fee of $85.14 per ton	**Per Month Fee Plus Tonnage Fee of $85.14 per ton**	
Compacting Roll-off		
Scheduled	$196.91	$ 200.00
Unscheduled	$246.16	$ 295.00
Extra Pickups	$138.10	$ 200.00
Roll-off Inactivity Fee	$291.17	$ 295.00
Per Trip Based on Compactor Type		
Repositioning	$163.93	$ 100.00
Set Fees and Deposits		
Roll-off Container Set Fee, New Commercial and Existing Commercial Contractors,	$162.23 / per Roll Off	
Inside City Limits (To Drop Off Roll-Off) One Time Fee		
DEPOSIT - New Commercial Contractors, Inside City Limits	$1,500 / per account	
Commercial Collections for OUTSIDE City Limits, TDCJ, SHSU - Dumpsters & Roll-offs		
Per Month Fee		
Commercial Collection	By size of container and number of pickups (see below)	
2 Yard Dumpster		
1 Collection per week	$100.46	$ 103.47
2 Collections per week	$168.83	$ 173.89
3 Collections per week	$237.20	$ 244.32
4 Collections per week	$305.56	$ 314.73
5 Collections per week	$373.94	$ 385.16
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$46.59	
Unscheduled/Extra Pickups - Start from Transfer Station	$62.13	
After Hours/Extra Pickup	$100.46	
Per Month Fee		
4 Yard Dumpster		
1 Collection per week	$127.78	$ 131.61
2 Collections per week	$223.45	$ 230.15
3 Collections per week	$319.13	$ 328.70
4 Collections per week	$414.80	$ 427.24
5 Collections per week	$510.48	$ 525.79
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$65.24	
Unscheduled/Extra Pickups - Start from Transfer Station	$86.99	
After Hours/Extra Pickup	$127.63	

Schedule of Fees and Charges		FY 2026 Changes
Per Month Fee		
6 Yard Dumpster		
1 Collection per week	$155.08	$ 159.73
2 Collections per week	$278.06	$ 286.40
3 Collections per week	$401.04	$ 413.07
4 Collections per week	$524.03	$ 539.75
5 Collections per week	$647.00	$ 666.41
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$83.85	
Unscheduled/Extra Pickups - Start from Transfer Station	$111.81	
After Hours/Extra Pickup	$155.08	
Per Month Fee		
8 Yard Dumpster		
1 Collection per week	$182.38	$ 187.85
2 Collections per week	$332.68	$ 342.66
3 Collections per week	$482.97	$ 497.46
4 Collections per week	$633.25	$ 652.25
5 Collections per week	$783.55	$ 807.06
Per Pickup Fee		
Unscheduled/Extra Pickups - ONSITE	$104.49	
Unscheduled/Extra Pickups - Start from Transfer Station	$141.80	
After Hours/Extra Pickup	$189.26	
Per Month Fee Plus Tonnage Fee of $92.13 per ton		
Open Top Roll-off		
1 Collection per week	$695.76	$ 723.59
2 Collections per week	$1,175.28	$ 1,222.29
3 Collections per week	$1,654.84	$ 1,721.03
4 Collections per week	$2,134.37	$ 2,219.74
5 Collections per week	$2,376.28	$ 2,471.33
Per Trip Fee Plus Tonnage Fee of $92.13 per ton		
Extra Pickups	$183.19	
Call In	$393.28	
Stand-by	$393.28	
Set Fees and Deposits		
Roll-off Container Set Fee, New Commercial and Existing Commercial Contractors, Outside City Limits (To Drop Off Roll-Off) One Time Fee	$184.13 / per roll off	
DEPOSIT - New Commercial Contractors, Outside City Limits	$1,500 / per account	
Disposal Fees at Scale House		
Basic Fee - Inside City Limit	$75.73 per ton	$ 78.00
Basic Fee - Outside City Limit, TDCJ, SHSU	$93.66 per ton	$ 97.41
Minimum Fee - Inside City Limit	$11.35	$ 15.00
Minimum Fee - Outside City Limit, TDCJ and SHSU	$17.03	$ 20.00
White Goods/Large Furniture - Inside City Limit	$75.73 per ton	$ 78.00
White Goods/Large Furniture - Outside City Limit, TDCJ and SHSU	$93.66 per ton	$ 97.41
Yard waste and limbs - Inside City Limit smaller than 4" diameter	Free with City Water Bill	
Trees, stumps, limbs - Inside City Limit	$75.73 DIAMETER GREATER 4" / Free with City Water Bill	$ 78.00
Trees, stumps, limbs - Outside City Limit, TDCJ and SHSU	$93.66 per ton	$ 97.41
Tires, Small (i.e. car or pickup truck) - Inside City Limit	$4.54 Per Tire	
Tires, Small (i.e. car or pickup truck) -Outside City Limit, TDCJ and SHSU	$5.68 Per Tire	
Tires, Large (i.e. semi-truck) - Inside City Limit	$20.43 Per Tire	
Tires, Large (i.e. semi-truck) - Outside City Limit, TDCJ and SHSU	$24.40 Per Tire	
Small dead animal (i.e. dog, cat) - Inside City Limit	$5.68 each	
Small dead animal (i.e. dog, cat) - Outside City Limit, TDCJ and SHSU	$7.09 each	
Large dead animal (i.e. cow, horse) - Inside City Limit	$75.73 per ton	$ 78.00
Large dead animal (i.e. cow, horse) - Outside City Limit, TDCJ and SHSU	$93.66 per ton	$ 97.41

Schedule of Fees and Charges		FY 2026 Changes
Other Utility-Related Fees		
Meter Accuracy Test	$75 per meter or actual cost if cost of making test exceeds $75	
Replacement of Water Meter, Lock, or Head	$50 per occurrence	
Tamper Fee (Water Meter)	$100.00 per Occurrence	
Negligent damage to meter or any associated to electronic device	Replacement Cost	
Customer request for meter on/off for repairs	$25	
Tamper Fee (Fire Hydrant)	$500.00 per Occurrence	
Portal Service	$1 per Meter	
Water Tapping Charge		
Completed by City Crews		
.75 inch water tap - short side	$1,200	
3/4" Water tap - long side	$1,500	
1 inch water tap - short side	$1,500	
1 inch water tap - long side	$2,000	
2 inch water tap (same side) - short side	$2,500	
2 inch water tap (road bore) - long side	$3,200	
ETJ - E series meter additional charge	$525	
TxDOT Tap Fee-	At-Cost Estimate	
Taps involving excavation or boring in or under TxDOT Regulated streets or highways .		
Completed by Another Entity		
.75 inch water meter set only	$300	
1 inch water meter set only	$400	
2 inch water meter set only	$800	
Meters Not Provided by City (Inspection Fee)	$250	
Sewer Tapping Charge		
Location of Stub -		
Location of an existing Water/Sewer stub. If the existing tap cannot be located, or is unusable the customer will pay the cost for a new tap	$400 - Non-refundable	
Sewer Tap Condition Video Assessment (at customer's request, City Side Only)	$400-Normal Business Hours	
Connection Fee	$200	
4 inch sewer tap - short side	$1,000	
4 inch sewer tap - long side	$1,550	
4 inch sewer tap manhole in street	$1,600	
Taps Made by Other Entity (Inspection Fee)	$250	
TxDOT Tap Fee-	At-Cost Estimate	
Taps involving excavation or boring in or under TxDOT Regulated streets or highways will be at cost		
Fire Line Tapping Charge		
Taps Made by Other Entity (Inspection Fee)	$250	
Customer request for fire line meter on/off for repairs	$50	
Service Fee (new and transferred service)	$20	
Service Fee (Restricted Access Fee)	$20	
Service Fee (sprinkler on or off)	$20	
Same Day Service Fee for Suspended Account	$50.00	
Requests for same day service for suspended account may be taken between 9:00 a.m - 12:00 p.m the day as suspension. Same day service fee is in addition to the $40 Account suspension Fee. Same day service fee for suspended account is available only the day of suspension.		
After Hours - after 5pm	$75	

Schedule of Fees and Charges		FY 2026 Changes
Residential Security Deposit		
Water	$40	
Wastewater	$40	
Solid Waste	$40	
Solid Waste Per Cart	$60	
Solid Waste Cart Replacement Fee	$60	
New Construction (Residential & Commercial 3/4" to 2" meter X number of meters)	$100	
New Construction (Commercial - 3" to 8" meter x number of meters	$500	
Commercial Security Deposit	2 x the average estimated monthly utility service charge	
Construction/Contractor Roll-offs (new accounts)	$1,500 / per account	
Construction/Contractor Roll-offs Permit Fee (Commercial Hauler)	$100/year/roll-off	
Solid Waste Disposal Deposit	$500	
Wastewater Vendor Deposit		**$ 1,500.00**
Fire Hydrant Meter Deposit	$500	
Penalty for Late Payment	10% of amount of utility service charge	
Account Suspension Fee	$40	
Returned Check Fee	$35	
Surcharges for Industrial Wastewater Discharges	$1.61 per thousand gallons of wastewater	
Meter Box Lid Replacement	Small -$10 Large -$15	
Meter Box Replacement		
Small box / lid combo	$25	
Large box /lid combo	$40	
Use of City Equipment	At Cost/ Current FEMA Rate	
Use of City Labor	Actual Rate	
Tanker Truck Fill (up to 8,000 gallons)	$75.00	
Tanker Truck Fill over 8,000 gallons	$ 75 + $6.59 per thousand gallons over 8,000	

	Fiscal Year 2025 Adopted Budget	Fiscal Year 2026 Budget at Not to exceed Tax Rate	Fiscal Year 2026 Budget at Proposed Tax Rate	Fiscal Year 2026 Budget at No-New Revenue Rate	
Total Tax rate (per $100 of value)	$0.3445	$0.3476	$0.3475	$0.3458	
Average homestead taxable value	$248,754	$253,909	$253,909	$253,909	
Tax on average homestead	$856.96	$882.59	$882.33	$878.02	
Change From Prior Year		$25.63 or 2.99%	$25.37 or 2.96%	$21.06 or 2.46%	

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.b.

Agenda Item: Consider ratifying the increased property tax revenues of $197,186 reflected in the FY 2025-2026 Budget as adopted.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to ratify the increased property tax revenues of $197,186 reflected in the FY 2025-2026 Budget as adopted.

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 a 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: Section 102.007(c) of the Texas Local Government Code requires that the governing body, in a separate vote, ratify the property tax revenue increase reflected in the adopted budget. The requirement of the vote in this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate. The additional property tax revenue amount presumes a tax rate set at $0.3475/$100 of assessed valuation.

Previous Council Action: None

Financial Implications: There is no financial impact associated with this item.

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.c.

Agenda Item: Consider adopting Ordinance No. 2025-26 adopting the Tax Rate of $0.3475 per $100 valuation, approving both components; one component being M&O at $0.3051 and the other component being Debt Service at $0.0424 and levying taxes for the City of Huntsville for the FY 2025-26. **Record/rollcall vote required**

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance No. 2025-26 adopting the Tax Rate of $0.3475 per $100 valuation, approving both components, one component being M&O at $0.3051 and the other component being Debt Service at $0.0424 and levying taxes for the City of Huntsville for the FY 2025/2026. This tax rate is effectively a .87% increase in the tax rate. (The last sentence in the motion is required under Sec. 26.05 of the Texas Tax Code). **Record/rollcall vote required**

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 a 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: In the City Manager's Recommended Budget, a tax rate of $0.3475 per $100 valuation was used. The City provided notices concerning a proposed rate of $0.3476 as a maximum rate that could be adopted and a public hearing on the tax rate in compliance with State statutes. A public hearing was held earlier this evening at this City Council meeting. State law requires that 60% of the Council vote in favor of the tax rate for approval.

The attached documents include some additional information on the property tax calculations. In summary, the no-new revenue rate, which would generate the same amount of property tax revenue as last year, is $0.3458. The Voter-Approval-Rate, is $.3477, based upon the final certified appraisal numbers from the appraisal district. The budget prepared for consideration used a tax rate of $0.3475, which is $0.001 under the Voter-Approval-Rate.

The percentage calculation required by state law in the motion is calculated in strict accordance with the provisions of the tax code and is figured as the percentage increase between the proposed tax rate in the budget and the calculated No-New-Revenue rate. The actual percentage difference between the $0.3445 current (FY 24-25) rate and the proposed rate is .87%.

Previous Council Action: None

Financial Implications: There is no financial impact associated with this item. This agenda item has no financial impact but is related to the agenda item adopting the FY 25-26 Budget where $9,200,000 of Current Property Tax Revenue was budgeted for in the General Fund and $1,798,468 of Current Property Tax Revenue was budgeted for in the Debt Service Fund.

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Ordinance No. 2025-26 Adopting Tax Rate

ORDINANCE NO. 2025-26

AN ORDINANCE ADOPTING THE TAX RATE AND LEVYING TAXES FOR THE CITY OF HUNTSVILLE FOR THE 2025-2026 FISCAL YEAR UPON ALL TAXABLE PROPERTY LOCATED WITHIN AND SUBJECT TO TAXATION IN THE CITY; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1: There is levied and assessed and shall be collected for the 2025-2026 fiscal year ending September 30, 2026, an ad valorem tax of NO AND 34.75/100 ($0.3475) DOLLARS for each ONE HUNDRED ($100.00) DOLLARS of assessed value of property located within the city limits of Huntsville, Texas on January 1, 2025, made taxable by law, which when collected, shall be apportioned among funds and departments of the city government of the City of Huntsville for these purposes:

General Fund Operations	$0.3051
Debt Service for Payment of General Obligations Indebtedness	$0.0424
	$0.3475

SECTION 2: All property upon which tax is levied shall be assessed on the basis of 100 percent of its appraised value [Property Tax Code § 26.02].

SECTION 3: This ordinance shall take effect from and after its passage by City Council.

PASSED AND APPROVED on this 16th day of September 2025.

THE CITY OF HUNTSVILLE, TEXAS

_____
Russell Humphrey, Mayor

ATTEST:

_____
Kristy Doll, City Secretary

APPROVED AS TO FORM:

_____
Leonard Schneider, City Attorney

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.d.

Agenda Item: Consider approving a local bank as the City's depository bank and authorizing the City Manager to sign the contract for banking services with the bank for a term of up to five (5) years, commencing on October 1, 2025, and ending September 30, 2030.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: I move to approve First National Bank as the City of Huntsville's Depository Bank and authorize the City Manager to sign the contract for banking services with First National Bank for a term of five (5) years, commencing on October 1, 2025, and ending September 30, 2030.

Strategic Initiative:

Discussion: The City Posted RFP 25-22 on July 9. Bids were received and opened on August 5, 2025. We received three (3) bids. The bids were scored, and First National Bank (our current provider) was selected.

Previous Council Action: First National Bank was selected previously and is currently our depository bank

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Financial Implications:

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. FNBH Conditional Approval Letter
2. First National Bank - Bank Depository Agreement

CITY OF
Huntsville
Incorporated in 1845 under the Republic of Texas

August 26, 2025

First National Bank of Huntsville
Attn: John A. Sanders, Jr.
1300 11th Street
Huntsville, TX 77340
Email: jas@fnbhuntsvilletx.bank

Re: **CONDITIONAL LETTER OF AWARD**
Contract: RFP Bid NO. 25-22 Depository Banking Services

We have considered your proposal submitted in response to the Request for Proposal (RFP) 25-22 Depository Banking Services. The contract for this RFP is conditionally awarded to First National Bank of Huntsville, subject to approval by the City Council, the successful negotiation of a contract, and the satisfactory compliance with and adherence to all of the terms, conditions and specifications contained in the RFP.

Please submit a copy of your contract for review by the City Attorney no later than **1:00 PM** on **September 3, 2025** so that our attorney can review prior to the City Council meeting scheduled for September 16, 2025.

Please sign below acknowledging the receipt of this notification and return via email to the Procurement Manager at lgonzalez@huntsvilletx.gov or by mail to the attention of: Purchasing Department, 1212 Avenue M, Huntsville, TX 77420 , no later than **September 3, 2025.**

Sincerely,

Lucy Gonzalez, CTCD
Procurement Manager

8/26/2025
City of Huntsville Date

9-2-25
First National Bank of Huntsville Date

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (the "Agreement") is made and entered into this 2nd day of September, 2025 by and between the City of Huntsville, Texas (the "City") and First National Bank of Huntsville (the "Bank") a bank chartered by the State of Texas.

Section I Designation as Depository
The City, through action of its Governing Body, hereby designates the Bank as its depository for banking services for a 5 -year period commencing October 1, 2025 through September 30, 2030. The contract may be extended up to three additional years, renewable on an annual basis, with a no fault written termination thirty days prior to expiration.

Section II Designation of Custodian
The City and Bank hereby designate the Federal Home Loan Bank of Dallas (the "Custodian") to hold in trust,

according to the terms and conditions of the City Request for Proposal, RFP No. 25-22 dated August 5, 2025, (the "RFP") and pursuant to a separate Custodial Agreement, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the City shall be borne by the Bank.

Section III Collateral
The Collateral Agreement entered into by the Bank, the City, and The Federal Home Loan Bank of Dallas, herein referred to as "Attachment D" is incorporated into this agreement. If any provisions of the Response and this Agreement are in conflict, this Agreement will control. City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. Custodian will make available a monthly report of the collateral. The Bank will provide the collateral report to the City on a monthly basis.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with the prior written consent of the City, to substitute or replace, any or all of the pledged securities with collateral acceptable to the City.

Section IV Financial Position
The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its independent auditors including a letter as to its "fair representation".

Section V Authorized City Representative
For the term of this contract, the City and Bank designate the individuals as listed in Exhibit B as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

Section VI Scope of Services
The Bank's response to the City's RFP, dated August 5, 2025, (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit and loan rates, and attached as Exhibit C. If any provisions of the Response and this Agreement are in conflict, this Agreement will control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

Section VII Bank Compensation
Bank will be compensated for any and all services rendered to City under this Agreement. Bank agrees to offset monthly service fees against its customary earnings credit for balances in City's non-interest bearing accounts. Net insufficiencies in earnings credits will be charged on an annual basis.

FEE BASIS LANGUAGE
Bank will be compensated for any and all services rendered to City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response.

Section VIII Default
The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Section IX Non-Assignability
This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

Section X Termination
The City of Huntsville reserves the right to terminate this agreement if, in the opinion of the City of Huntsville, the successful bank's performance is not acceptable, or if the deliveries and servicing of this contract do not conform to the requirements detailed herein. If though any cause, the bank fails to fulfill its obligations under this contract, or if the bank violates any of the agreements of this contract, the City has the right to terminate this contract by giving the bank thirty (30) calendar days-written notice. The bank will be compensated for the satisfactorily deliveries performed before the termination date. The bank may terminate the contract for any reason with a thirty (30) calendar day written notice. Contract may be terminated immediately should there be any illegal or unprofessional activities, alleged or otherwise.

Section XI Law Governing
All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement.

Section XII Bank Authorization
The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

CITY	BANK
_____	John A. Sanders, Jr. CEO
_____	
Name and Title	Name and Title
ATTEST:	ATTEST:
_____	John M. Dowell
_____	

EXHIBIT B

AUTHORIZED REPRESENTATIVES

The following individuals are authorized representatives of the City empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitutions in the joint safekeeping account as well as authorized to represent and act for the City in any and all matters including execution of agreements and transfer of funds.

City Representative's Signature	Name and Title

Bank Representatives Name and Title

Dawn Presswood VP & Cashier

John M Dowell SVP & CFO

Walter Bennett, Jr., President

John A. Sanders, Jr. CEO

Attachment D

COLLATERAL AGREEMENT

WHEREAS, this Collateral Agreement (the "Agreement") is entered into by and between City of Huntsville (the "City"), a public non-profit, local government corporation of the State of Texas, created and operating under the provisions of Subchapter D of Chapter 431, the Texas Transportation Code, and Chapter 394, Texas Local Government Code, as amended, **First National Bank of Huntsville** (the "Bank") and the **Federal Home Loan Bank of Dallas** (the "Safekeeping Institution"); and

WHEREAS, the City has selected the Bank, a bank chartered by the United States, as a depository for certain of its funds in demand deposits and/or time deposits and/or certificates of deposit and the Bank desires to be the depository of such funds; and

WHEREAS, the City has deposited and/or might in the future deposit funds in the Bank in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation (the "FDIC") or its successor; and

WHEREAS, Section 2257 of the Texas Government Code (the "Public Funds Collateral Act") requires that all deposits of public funds not insured by United States or an instrumentality of the United States be secured by an equal value of eligible security; and

WHEREAS, federal law requires that a pledge of securities is enforceable when the FDIC takes over a failed institution only if said pledge: 1) is in writing, 2) has been properly approved by the Bank, and 3) is kept as an official record of the Bank; and

WHEREAS, the City has requested that its deposits in excess of the insurance provided by the FDIC or its successor (the "Excess Funds") be secured as required by the Public Funds Collateral Act.

NOW, THEREFORE, for value received and in consideration of the mutual promises and covenants herein contained, the City, the Bank, and the Safekeeping Institution agree as follows:

Section 1: Security. All Excess Funds deposited by the City in the Bank shall be secured by the Bank with pledged collateral in an amount which shall, at all times, be equal to at least 102 percent (102%) of said Excess Funds (including accrued interest). The Bank shall have (2) consecutive business days to remedy an under-pledge.

Section 2: Safekeeping Provision. The Bank will place the above securities in the Safekeeping Institution for safekeeping. Except as provided in Section 8 of this Agreement, such securities shall be subject only to joint written instructions of both: (1) authorized individuals appointed by the City (authorization shall be accomplished by completing the form attached hereto as Exhibit "A") and (2) specifically authorized officers of the Bank (authorization shall be accomplished by completing the form attached hereto as Exhibit "B"). The Safekeeping Institution hereby agrees to hold and to deliver all securities deposited with it pursuant to the terms of this Agreement. Additionally, the Safekeeping Institution agrees to serve as collateral agent for the City to the extent necessary to allow the City to prefect the security interest granted to it by this Agreement.

Section 3: Statements. Contemporaneously with the execution of this Agreement and at the time of the substitution or release of any of the securities, the Bank shall execute and deliver to the City a memorandum describing the securities deposited to or withdrawn from the securities held pursuant to this Agreement. The Bank agrees to furnish to the City a statement listing the securities pledged and held in the Safekeeping Institution on at least a monthly basis. The statement will include par value, market value, and maturity date of the securities held in safekeeping. The same statement will also be available upon demand of the City.

Section 4: Substitution. The Bank shall have the right, with the prior written consent of the City, to purchase and sell, and substitute and replace, any and all of the securities pledged pursuant to this

Agreement with other eligible securities of equal or greater value. A written notice stating the par value, maturity date and market value on the proposed date of substitution must be sent to the City by the Bank prior to any substitution or exchange. If approved, the substituted securities shall thereafter be subject to all the terms and conditions of this Agreement.

Section 5: Representations. The Bank represents and warrants to the City:

(a) That the Bank is the sole legal and actual owner of the securities utilized to collateralize District deposits.

(b) That no other security interest has been, nor will be, granted in the securities utilized to collateralize District deposits.

(c) That the City's deposits are insured by the FDIC or its successor up to $250,000 or such other amount as may be applicable in the future.

(d) That this Agreement is duly authorized and approved by the Board of Directors or the appropriate loan committee of the Bank. The Bank will attach hereto a copy of the minutes reflecting the approval of this agreement as Exhibit "C" and return a copy of said minutes to the City.

(e) That this Agreement or proof of the existence of this agreement will be kept as and official record of the Bank.

Section 6: Default. The Bank shall be in default if it fails to pay all or any part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at the specified maturity date. The Bank shall also be in default if ruled "bankrupt," "insolvent" or "failed" by federal or state banking regulators, or if a receiver is appointed for the Bank.

Section 7: Proceeds. In the event of a default by the Bank, the City shall be deemed to have vested full title to all securities pledged pursuant to this Agreement. The City is hereby empowered to take possession of, transfer and/or sell any and all securities pledged pursuant to this Agreement. If the security is transferred, ownership of the security will vest entirely with the City. If the security is liquidated, any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus expenses related to the liquidation transaction, shall be returned to the Bank. This power is in addition to other remedies which the City may have under the Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Section 8: Duties. The Bank shall faithfully do and perform all of the duties and obligations required by the laws of the State of Texas for depositories of public funds, and shall upon presentation pay all checks drawn on it by the duly authorized representatives of the City against collected funds of the City on demand deposit, and shall at the expiration of the term for which it has been chosen as depository of the City turn over to its successor of all funds, property and things of value coming into its hands as depository.

Section 9: Non-Assignability. This agreement is not assignable in whole or in part but is binding on the parties hereto and their successors.

Section 10: Termination. This Agreement may be terminated by either the Bank, the District or the Safekeeping Institution by giving thirty (30) days prior written notice to the other parties.

Section 11: Law Governing. All applicable provisions and requirements of the laws of the State of Texas governing depositories for public funds shall be a part of this Agreement.

Attachment D

Section 12: Safekeeping Fees. Any and all fees associated with the safekeeping of securities for the benefit of the City which the Safekeeping Institution may charge shall be borne by the Bank.

WITNESS the execution hereof this _____ day of _____, 2025.

WALKER COUNTY, TEXAS:

By:_____
Representative
City of Huntsville

ATTEST:

_____
City Secretary

First National Bank of Huntsville

By: _____

Name: John M. Dowell

Title: Chief Financial Officer

ATTEST:

_____
Cashier

FEDERAL HOME LOAN BANK OF DALLAS

By:_____

Name:_____

Title:_____

ATTEST:

_____

Name: _____

Title:_____

Attachment D

EXHIBIT B

First National Bank of Huntsville (the "Bank") has designated the following officers as specifically authorized to instruct City of Huntsville, Texas (the "City") and the Federal Home Loan Bank of Dallas (the "Safekeeping Institution"), selected under Section 2 of the Collateral Agreement in regard to collateral pledges, releases, and substitutions in the joint safekeeping account. Such pledges, releases, and substitutions shall follow the procedures set forth in the Collateral Agreement.

Authorized Officer's Signature	Name and Title
_____	John M. Dowell, CFO
_____	Dawn Presswood, VP and Cashier
_____	Dewayne Hammond, Vice President

By: _____
Senior Vice President
First National Bank of Huntsville

Accepted:

By: _____
Representative, City of Huntsville

Attachment D

EXHIBIT A

At its meeting on _____, 2025, the of City of Huntsville, Texas (the "City") designated the following individuals as authorized representatives empowered to direct First National Bank of Huntsville (the "Bank") and the Federal Home Loan Bank of Dallas (the "Safekeeping Institution"), selected under Section 2 of the Collateral Agreement in regard to collateral pledges, releases, and substitutions in the joint safekeeping account. Such pledges, releases, and substitutions shall follow the procedures set forth in the Collateral Agreement.

Authorized Representative's Signature Name and Title

_____

_____

_____

By:_____
Representative, City of Huntsville

Accepted:

By:_____
Senior Vice President
First National Bank of Huntsville

Attachment D

EXHIBIT C

(minutes of Board or loan committee meeting to be provided by the Bank)

n/a

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.e.

Agenda Item: Consider adopting Resolution No. 2025-30 appointing Walker County Chief Appraiser to serve as the Tax Assessor and Collector for the Reserves of Huntsville PID.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to adopt Resolution No. 2025-30 - appointing Walker County Chief Appraiser to serve as the Tax Assessor and Collector for the Reserves of Huntsville PID.

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: This allows Walker County CAD to assess and collect the assessments from the homeowners in the Reserves of Huntsville PID and approve the Interlocal Agreement for the Reserves of Huntsville Public Improvement District Assessment Collection, between the Walker County Appraisal District, Texas, and the City of Huntsville, Texas

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Previous Council Action: Bonds were issued and secured under that certain Indenture of Trust dated as of October 15, 2024

Financial Implications: No FInancial Implications to the CIty

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Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:
1. Resolution 2025-30- Chief Appraiser to serve as Assessor Collector-lmh 0904
2. Huntsville PID collection agreement-01

RESOLUTION NO. 2025-30

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH WALKER COUNTY FOR THE COLLECTION OF THE RESERVES OF HUNTSVILLE PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The agreement with Walker County, for the collection of The Reserves of Huntsville Public Improvement District assessments, attached hereto and incorporated herein as **Exhibit A**, is hereby approved and the City Manager is authorized to execute the agreement.

Section 2. This resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Huntsville, Texas, on this, the16th day of September 2025.

APPROVED:

_____
Russell Humphrey, Mayor

ATTEST:

_____
Kristy Doll, TRMC City
Secretary

Exhibit A

[Remainder of page intentionally left blank.]

INTERLOCAL AGREEMENT FOR COLLECTION OF PID ASSESSMENTS FOR THE CITY OF HUNTSVILLE, TEXAS

This Interlocal Agreement (hereinafter referred to as "agreement"), is made and entered into pursuant to the Interlocal Cooperation Act Chapter 791 of the Texas Government Code, and Section 372.0175 of the Local Government Code by and between Walker County (Hereinafter referred to as "County"), acting through its governing body, the Walker County Commissioner's Court, and the City of Huntsville, Texas, a municipal corporation, (hereinafter referred to as "City") acting through its City Council.

It is agreed by the County and City that the Tax Assessor Collector of Walker County will assess and collect levied PID assessments for The Reserves of Huntsville Public Improvement District ("District").

The City has the authority to authorize County to act as tax assessor-collector for collection of PID assessments, and County has the authority and obligation to so act.

I.

It is further acknowledged and agreed that the City will pay the County of Walker one- half of one percent (0.5%) of the total amount of PID assessments levied each year, not to exceed thirty- two cents ($0.32) per certified taxpayer account number and $1,000 for the initial set-up costs. If the actual cost is less than this amount, any excess over paid shall be credited to the next assessment collections year and shall be noted in the annual audit. If the actual costs of collecting the assessments for the City exceed the amounts provided for in this Agreement, the City further agrees to pay the County, an amount equal to such excess, provided such excess is due to cost overruns and not due to the fault of the County and not in violation of the responsibilities as outlined in this Agreement.

The Tax Assessor-Collector shall be provided an assessment roll for the District no later than September 1st of each year.

The City shall provide the Tax Assessor-Collector with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the Reserves of Huntsville Public Improvement District's assessments. As used herein, the phrase "timely" shall mean adopting the applicable assessments for the Taxing Unit and providing notice to the Tax Assessor-Collector of same no later than September 30th for each year that this Contract remains in effect.

In the event that the City does not timely adopt or modify its assessments on or before September 30th and, as a part thereof, notify the Tax Assessor-Collector of same, the City agrees that it will bear all reasonable additional costs incurred by the Tax Assessor-Collector as a direct or indirect result of the Taxing Unit's failure to timely adopt its assessments. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

II.

It is acknowledged and agreed that the County will bill the City on December 31st of each year, including 202___ for the annual charge for assessing and collecting the PID assessments and the City will pay the charge within thirty (30) days after receipt of the invoice for same.

III.

In all matters pertaining to assessment and collection of PID assessments for the City, the County through its Tax Assessor Collector shall perform the duties of tax assessment and collection for the City, but the County Tax Assessor-Collector shall not be considered an officer or employee of the City.

IV.

The Tax Assessor-Collector will send out all customary notices and billings concerning PID assessments owed to the City and will collect and process through the County's bank account all income received there from, in the general manner and at the same times in which the Tax Assessor-Collector assesses and collects taxes for Walker County and other entities.

V.

All PID assessment funds collected by the Tax Assessor-Collector on the City's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the City at its depository bank. If any daily collection total is less than twenty-five dollars ($25.00) the distribution may be withheld until the cumulative total collected on the City's behalf equals at least twenty-five dollars ($25.00).

After initiation of the aforementioned ACH transfers from the Tax Assessor-Collector depository account to the City's designated depository account, the Tax Assessor-Collector retains no responsibility and shall have no liability for the further management and processing of said funds.

VI.

The Tax Assessor-Collector will provide the City with annual report, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards No. 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

VII.

It is acknowledged and agreed that the City has and retains the exclusive authority to determine who represents the City to enforce the collection of PID assessments, as provided in Texas Property Tax Code Section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection

attorney(s) so designated, and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the **City** and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts and PID assessments.

VIII.

The Tax Assessor-Collector agrees to provide a copy of existing bonds required by Texas Property Tax Code 6.28.

IX.

This agreement is intended to be in furtherance of and subject to the provisions of Section 372.0175 of Texas Local Government Code generally, and all other Statutory or Regulatory authority governing the activities and relationship of the County and the City. If there be any conflict the rule of law shall prevail over any contrary provision expressed herein.

This agreement shall be effective **September 1, _____**and shall remain in full force and effect through **September 30, _____,** and shall automatically renew annually thereafter. Either party may terminate the agreement by giving notice within ninety (90) days of renewal date.

X.

This agreement constitutes the entire agreement between City and the County, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

If any term, provision, covenant, or condition of this agreement, because of statutory or common law changes and or a holding by a court of competent jurisdiction is found to be invalid, void, or unenforceable, to the extent practicable, this agreement shall remain in full force. Should such changes so alter the terms of the agreement to render performance impractical/impossible, the agreement will cease and any charges due prorated. Such invalidity will not be considered a breach by either party.

Any provision which by their current terms survive termination of this agreement shall bind, the successors in office.

The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.

This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

This agreement may be executed in multiple counterparts each of which constitutes an original.

Misspelling of one or more words in this agreement shall not void this agreement. Such

misspelled words shall be read so as to have the meaning apparently intended by theparties.

In the event of an extraordinary circumstance or situation that prevents both parties from performing, both City and County are free from any obligation under this agreement, except any charges accrued up to the extraordinary event remain due and owing.

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

By: _____

_____.

County Judge, Walker County

By: _____

_____

Tax Assessor Collector

By: _____

_____

City of Huntsville

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.f.

Agenda Item: First Reading—Consider adopting an Ordinance No. 2025-25 updating the Service and Assessment Plan and Assessment Roll for the Reserves Public Improvement District.

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Recommended Motion: Move to waive the two-reading requirement and adopt Ordinance No. 2025-25 updating the Annual Service Plan Update (2025) and the Assessment Roll for the Reserves Public Improvement District.

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 August 16, 2022 (the **"Creation Date"),** the City Council of the City of Huntsville, Texas (the **"City")** passed Resolution No. 2022-23 approving and authorizing the creation of The Reserves Public Improvement District (the **"PIO"** or **·mstrict"),** to finance the costs of certain public improvements for the benefit of property in the PIO (the **"Authorized Improvement(s)"),** of which 33.22 acres are currently located in the City.
Chapter 372 of the Texas Local Government Code, Improvement Districts in municipalities and counties (as amended, the **"PIO Act"),** governs the creation of public improvement districts within the State of Texas. This Annual Service Plan Update has been prepared pursuant to the PIO Act. According to the PIO Act, a Service Plan "must (i) cover a period of 5 years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code". The governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements.

Previous Council Action:

Financial Implications: None

Approvals:
Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Ord 2025-25 Ordinance-updating the Reserves SAP
2. SAP Update - The Reserves (Huntsville) v1
3. Huntsville Reserves PID Primer
4. Huntsville Reserves PID Brochure

ORDINANCE NO. 2025-25

AN ORDINANCE APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RESERVES OF HUNTSVILLE PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT") MAKING AND ADOPTING FINDINGS; ACCEPETING AND APPROVING FISCAL YEAR 2025-2026 ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; REQUIRING COMPLIANCE WITH CHAPTER 373,TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING A CUMALITIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "*Act*") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Huntsville, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as The Reserves of Huntsville Public Improvement District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Walker Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 16, 2022, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on August 16, 2022 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. 2022-23 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City recorded such resolution with Walker County on August 6, 2024; and; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, pursuant to the Act, the proposed assessment roll for the District (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published on October 3, 2024, to consider the levy of the proposed assessments (the "*Assessments*") on real property within the District was published in the *Huntsville Item*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on October 15, 2024, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and The Reserves of Huntsville Public Improvement District the Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the District will execute a landowner agreement, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consent to and accept the levy of the Assessments against their property located within the District and agree to pay the Assessments; and

WHEREAS, the City Council closed the hearing on April 1, 2021, and, after considering all written and documentary evidence presented at the hearing, including all written comments

and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within the District and are set forth in Section IV of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the District that: (i) the enhancement and value to accrue to the District and the real and true owner or owners thereof by virtue of construction of the Authorized Improvements will be equal to or in excess of the amount of the cost of the proposed Authorized Improvements; (ii) that the apportionment of the costs of the Authorized Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Authorized Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Authorized Improvements in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Authorized Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said Authorized Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within the District, and against the real and true owners thereof (whether such owners be

correctly named or not), the sums of money as listed in Exhibit F of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Authorized Improvements to be assessed against the property within the District, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Authorized Improvements, including debt service on obligations issued to pay the costs of the Authorized Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of

such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED AND APPROVED on this the 16TH day of September 2025.

THE CITY OF HUNTSVILLE, TEXAS

_____
Russell Humphrey, Mayor

ATTEST:

_____
Kristy Doll, City Secretary

APPROVED AS TO FORM:

_____
Leonard Schneider, City Attorney

Exhibit A

THE RESERVES OF HUNTSVILLE PUBLIC IMPROVEMENT DISTRICT
THE DISTRICT
SERVICE AND ASSESSMENT PLAN

(see attached)

www.FinanceDTA.com

ANNUAL SERVICE PLAN UPDATE (2025)

CITY OF HUNTSVILLE, TEXAS

THE RESERVES PUBLIC IMPROVEMENT DISTRICT

Report Date: **SEPTEMBER 16, 2025**

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CITY OF HUNTSVILLE, TEXAS

SERVICE AND ASSESSMENT PLAN
THE RESERVES PUBLIC IMPROVEMENT DISTRICT

Prepared for:

City of Huntsville, Texas

1212 Avenue M

Huntsville, Texas 77340

Attn: Kevin Byal, Director of Development Services/Building Official

TABLE OF CONTENTS

SECTION

I INTRODUCTION....1

II ANNUAL SERVICE PLAN UPDATE....2

A Sources and Uses of Funds....2

B Five (5) Year Summary....2

C Description of Public Improvement Project....3

III ASSESSMENT PLAN....6

A Assessment Methodology....6

B Assessment and Annual Installments....6

C Administrative Expenses....6

D Assessment....7

E Annual Assessments Roll Updates....7

APPENDICES

APPENDIX A ASSESSMENT ROLL

APPENDIX B BUYER DISCLOSURE FORM

APPENDIX C TOTAL AMORTIZATION

I INTRODUCTION

On August 16, 2022 (the "**Creation Date**"), the City Council of the City of Huntsville, Texas (the "**City**") passed Resolution No. 2022-23 approving and authorizing the creation of The Reserves Public Improvement District (the "**PID**" or "**District**"), to finance the costs of certain public improvements for the benefit of property in the PID (the "**Authorized Improvement(s)**"), of which 33.22 acres are currently located in the City.

Chapter 372 of the Texas Local Government Code, Improvement Districts in municipalities and counties (as amended, the "**PID Act**"), governs the creation of public improvement districts within the State of Texas. This Annual Service Plan Update has been prepared pursuant to the PID Act. According to the PID Act, a Service Plan "must (i) cover a period of 5 years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code". The governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements.

The Assessment Roll for the District is attached hereto as **Appendix A,** and identifies the Assessment and anticipated Annual Installments for each property. The Assessments as shown on the Assessment Roll are based on the method of assessment described in **Section III** of this Annual Service Plan Update. A copy of the notice required by Section 5.014 of the Texas Property Code is attached hereto as **Appendix B**; this notice will also be included in all future annual updates to the Service and Assessment Plan.

II ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Service Plan Update (i) define the annual indebtedness and the projected costs of the Projects and (ii) cover a period of at least five (5) years. Please refer the following tables for the aforementioned information.

A Sources and Uses of Funds

The sources and uses of funds for The Reserves PID is shown in **Table II-1** below.

Table II-1: Sources and Uses of Funds

Description	PID Bonds
Sources of Funds	
PID Bond Par Amount	$6,500,000
Original Issue Discount	($17,207)
Total Sources of Funds	**$6,482,793**
Uses of Funds	
Estimated Costs	
Road Improvements	$1,178,963
Water Systems	$571,658
Sanitary Sewer	$498,307
Storm Sewer	$1,143,213
Earthwork	$435,636
Park & Play Pavillion	$0
Contingency	$129,499
Miscellaneous	$338,708
Professional & Soft Costs	$982,313
Subtotal Improvements Costs	**$5,278,298**
Financing Costs	
Costs of Issuance	$390,000
Underwriter's Discount	$195,000
Capitalized Interest	$131,862
Reserve Fund Deposit	$457,633
Administrative Expenses	$30,000
Subtotal Financing Costs	**$1,204,495**
Total Uses of Funds	**$6,482,793**

B Five (5) Year Summary

The projected Annual Installments for the next five (5) years for payment of the Actual Costs are presented in **Table II-2**. The projected Annual Installments are subject to

revision and shall be updated in the Annual Service Plan Update to reflect any expected changes each year.

Table II-2: Five-Year Summary

Fiscal Year Ending	Principal	Interest	Capitalized Interest	Additional Interest	Administrative Expenses	Annual Assessment Installment
2026	$106,000	$351,633	$0	$16,250	$30,600	$504,483
2027	$110,000	$346,863	$0	$15,985	$31,212	$504,060
2028	$115,000	$341,913	$0	$15,710	$31,836	$504,459
2029	$120,000	$336,738	$0	$15,423	$32,473	$504,633
2030	$125,000	$331,338	$0	$15,123	$33,122	$504,582
TOTAL	**$576,000**	**$1,708,483**	**$0**	**$78,490**	**$159,244**	**$2,522,216**

C Description of Public Improvement Project

The costs of the Authorized Improvements, shown in **Table II-3,** include the costs which benefit all Lots. These figures are estimates and may be revised in subsequent Annual Service Plan Updates.

The Authorized Improvements are generally described as follows and are constructed in accordance with the Development Agreement, the plans and specifications approved by the City, applicable local ordinances to the extent not modified by the City in writing, applicable state and federal regulations, and good engineering practices.

- **Roadway Improvements** – The roadway improvements are public road improvements including construction, grading, concrete, reinforcing steel, asphalt, lime, sidewalks, signs, lighting fixtures, street scaping, related dry utility work, and public walkway widening. The roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The costs of the roadway improvements are set forth in **Table II-3**.
- **Water Improvements** – The water improvements include water mains, trench excavation and embedment, dewatering, trench safety, PVC piping, bore, valves, ground storage, pumps, fire hydrants, thrust restraint devices, service connections, and testing. The water improvements will be designed and constructed in accordance with City and Texas Commission on Environmental Quality ("TCEQ") standards and specifications and will be owned and operated by the City. The costs of the water improvements are set forth in **Table II-3**.
- **Sanitary Sewer Improvements** – The sanitary sewer improvements include sewer mains, manholes, trench excavation and embedment, dewatering, trench safety, and PVC piping. The sanitary sewer improvements will be designed and constructed in accordance with City and TCEQ standards and specifications and

will be owned and operated by the City. The costs of the sanitary sewer improvements are set forth in **Table II-3**.

- **Storm Drainage Improvements** – The drainage improvements include preparation of a Stormwater Pollution Prevention Plan ("SWPPP"), storm sewer mains, inlets, earthen channels, swales, excavation and embedment, dewatering, trench safety, grade inlets, RCP piping and hoses, headways, concrete flumes, rock rip rap, and concrete outfalls. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The costs of the drainage improvements are set forth in **Table II-3**.
- **Earthwork Improvements** – The earthwork improvements include excavation, embankment, and grading. The earthwork improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The costs of the landscaping improvements are set forth in **Table II-3**.
- **Professional and Soft Costs** – Professional and Soft Costs are the expenses incurred in the design, engineering and construction management of the Authorized Improvements and the establishment, administration, and operation of the district, but exclude the costs related to the issuance of the PID Bonds. The professional and soft costs are set forth in **Table II-3**.

Table II-3: Total Estimated Costs of All Authorized Improvements*

Description	PID Eligible Authorized Improvement Costs			Non-Eligible Improvement Costs	Total Improvement Costs
	PID Bond Funded	Developer Funded	Total		
Road Improvements	$1,178,963	$271,833	$1,450,796	$0	$1,450,796
Water Systems	$571,658	$131,807	$703,465	$0	$703,465
Sanitary Sewer	$498,307	$114,894	$613,201	$0	$613,201
Storm Sewer	$1,143,213	$263,590	$1,406,803	$0	$1,406,803
Earthwork	$435,636	$100,445	$536,081	$823,200	$1,359,281
Park & Play Pavillion	$0	$0	$0	$541,530	$541,530
Contingency	$129,499	$29,859	$159,358	$0	$159,358
Miscellaneous	$338,708	$78,096	$416,804	$55,000	$471,804
Professional & Soft Costs	$982,313	$226,492	$1,208,805	$424,758	$1,633,563
Total	**$5,278,298**	**$1,217,015**	**$6,495,313**	**$1,844,488**	**$8,339,801**

***Note**: Costs provided by the Developer. The amounts shown are subject to rounding and may be revised in Annual Service Plan Updates.

The projected annual costs shown in **Table II-4** are the annual expenditures relating to the Improvements, the costs associated with setting up the PID, and the costs of issuance, including reserves (but excluding Additional Interest and Administrative Expenses). The projected annual indebtedness shown in **Table II-4** reflects the debt service on the PID Bonds.

Table II-4: Projected Public Improvement Costs and Indebtedness

Fiscal Year Ending	Projected Annual Costs of Authorized Improvements	Projected Annual Indebtedness
2026	$0	$457,633
2027	$0	$456,863
2028	$0	$456,913
2029	$0	$456,738
2030	$0	$456,338
TOTAL	**$0**	**$2,284,483**

III ASSESSMENT PLAN

Pursuant to the PID Act, the City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefitted.

A Assessment Methodology

The City Council has determined that the estimated costs of the Authorized Improvements, shall be allocated entirely to the Assessed Property. As reflected in **Table III-1,** the entire Assessment is spread across the Lot Types based on their respective estimated assessed value at Build-out and number of Lots anticipated to be developed within such Lot Type. Authorized Improvements are to be financed in part with the proceeds of the PID Bonds.

Based on the estimated costs for the Authorized Improvements provided by the Developer, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Th Assessment and Annual Installments for Assessed Property are shown on the Assessment Roll, attached as **Appendix A**, and no Assessment shall be changed except as authorized by this SAP or the PID Act.

Table III-1: Assessment Allocations by Lot Type

Lot type	# of Lots	Estimated Assessed Value Per Home	Estimated Assessed Value at Buildout	Assessment Allocation
50'-wide Lot	140	$295,000	$41,300,000	100.00%
Total	140	N/A	$41,300,000	100.00%

B Assessment and Annual Installments

The Assessments for the Authorized Improvements will be levied on each Parcel or Lot according to the Assessment Roll, attached as Appendix A. The Assessments may be prepaid, in whole or in part, at any time or may be paid in Annual Installments that will be due no later than January 31 of each year beginning in 2025 and will be due in the amounts shown in the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

C Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of the outstanding Assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the

Assessment Roll, attached hereto as **Appendix A**, which are subject to revision in subsequent Annual Service Plan Updates.

D Assessment

As described by this SAP, Assessed Property will be assessed for the special benefits conferred upon the property as a result the Authorized Improvements. **Table III-3** summarizes the $7,699,808 in special benefit received by Assessed Property as a result of the Authorized Improvements and the PID formation and bond issuance costs.

Table III-3: Special Benefit Summary

Public Improvement	Improvement Costs
Total Authorized Improvements	$6,495,313
Costs of Issuance	$390,000
Underwriter's Discount	$195,000
Capitalized Interest	$131,862
Reserve Fund Deposit	$457,633
Administrative Expenses	$30,000
Total Special Benefit	$7,699,808
Total Assessment	$6,500,000
Excess Benefit	$1,199,808

E Annual Assessments Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel and Lot; (ii) the Assessment for each Lot of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any. The Annual Service Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid plus Additional Interest, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Developer funds.

The Assessment Roll for Fiscal Year 2025-2026 is attached hereto as **Appendix A**. Pursuant to the PID Act, Annual Installments not paid by February 1, 2026 shall be deemed delinquent and subject to delinquency and interest charges.

APPENDIX A

City of Huntsville, Texas
Annual Service Plan Update (2025)
The Reserves Public Improvement District No. 1

ASSESSMENT ROLL

Parcel ID, All Levied Parcels						
76025	76026	76027	76028	76029	76030	76031
76032	76033	76034	76035	76036	76037	76038
76039	76040	76041	76042	76043	76044	76045
76046	76047	76048	76049	76050	76051	76052
76053	76054	76055	76056	76057	76058	76059
76060	76061	76062	76063	76064	76065	76066
76067	76068	76069	76070	76071	76072	76073
76074	76075	76076	76077	76078	76079	76080
76081	76082	76083	76084	76085	76086	76087
76088	76089	76090	76091	76092	76093	76094
76095	76096	76097	76098	76099	76100	76101
76102	76103	76104	76105	76106	76107	76108
76109	76110	76111	76112	76113	76114	76115
76116	76117	76118	76119	76120	76121	76122
76123	76124	76125	76126	76127	76128	76129
76130	76131	76132	76133	76134	76135	76136
76137	76138	76139	76140	76141	76142	76143
76144	76145	76146	76147	76148	76149	76150
76151	76152	76153	76154	76155	76156	76157
76158	76159	76160	76161	76162	76163	76164

Appendix A
The Reserves of Huntsville PID
Annual Installments per Lot

Tax Year (a)	PID Bonds			Prepayment and Delinquency Reserve	Administrative Expenses	Annual Installment (b)	Assessment Balance (c)
	Principal	Interest	Net Debt Service				
2025	$757.14	$2,511.66	$3,268.80	$116.07	$218.57	$3,603.45	$46,428.57
2026	$785.71	$2,477.59	$3,263.30	$114.18	$222.94	$3,600.43	$45,671.43
2027	$821.43	$2,442.23	$3,263.66	$112.21	$227.40	$3,603.28	$44,885.71
2028	$857.14	$2,405.27	$3,262.41	$110.16	$231.95	$3,604.52	$44,064.29
2029	$892.86	$2,366.70	$3,259.55	$108.02	$236.59	$3,604.16	$43,207.14
2030	$928.57	$2,326.52	$3,255.09	$105.79	$241.32	$3,602.20	$42,314.29
2031	$964.29	$2,284.73	$3,249.02	$103.46	$246.15	$3,598.63	$41,385.71
2032	$1,014.29	$2,232.90	$3,247.19	$101.05	$251.07	$3,599.31	$40,421.43
2033	$1,064.29	$2,178.38	$3,242.67	$98.52	$256.09	$3,597.28	$39,407.14
2034	$1,121.43	$2,121.18	$3,242.61	$95.86	$261.21	$3,599.68	$38,342.86
2035	$1,178.57	$2,060.90	$3,239.47	$93.05	$266.44	$3,598.96	$37,221.43
2036	$1,242.86	$1,997.55	$3,240.41	$90.11	$271.77	$3,602.28	$36,042.86
2037	$1,307.14	$1,930.75	$3,237.89	$87.00	$277.20	$3,602.09	$34,800.00
2038	$1,371.43	$1,860.49	$3,231.92	$83.73	$282.75	$3,598.40	$33,492.86
2039	$1,442.86	$1,786.78	$3,229.63	$80.30	$288.40	$3,598.34	$32,121.43
2040	$1,521.43	$1,709.22	$3,230.65	$76.70	$294.17	$3,601.52	$30,678.57
2041	$1,600.00	$1,627.45	$3,227.45	$72.89	$300.05	$3,600.39	$29,157.14
2042	$1,685.71	$1,541.45	$3,227.16	$68.89	$306.05	$3,602.11	$27,557.14
2043	$1,771.43	$1,450.84	$3,222.27	$64.68	$312.17	$3,599.12	$25,871.43
2044	$1,864.29	$1,355.63	$3,219.91	$60.25	$318.42	$3,598.58	$24,100.00
2045	$1,971.43	$1,250.76	$3,222.19	$55.59	$324.79	$3,602.56	$22,235.71
2046	$2,078.57	$1,139.87	$3,218.44	$50.66	$331.28	$3,600.38	$20,264.29
2047	$2,192.86	$1,022.95	$3,215.80	$45.46	$337.91	$3,599.17	$18,185.71
2048	$2,314.29	$899.60	$3,213.88	$39.98	$344.67	$3,598.53	$15,992.86
2049	$2,442.86	$769.42	$3,212.28	$34.20	$351.56	$3,598.03	$13,678.57
2050	$2,585.71	$632.01	$3,217.72	$28.09	$358.59	$3,604.40	$11,235.71
2051	$2,728.57	$486.56	$3,215.13	$21.63	$365.76	$3,602.52	$8,650.00
2052	$2,878.57	$333.08	$3,211.65	$14.80	$373.08	$3,599.53	$5,921.43
2053	$3,042.86	$171.16	$3,214.02	$7.61	$380.54	$3,602.16	$3,042.86
Totals	$0.00	$10,456.17	$24,625.10	$398.17	$3,221.28	$28,841.80	

(a) Tax Year 2025 corresponds to Fiscal Year 2025-2026. Assessments are due January 31 of 2026.
(b) Subject to change.
(c) Assumes principal has not yet been paid for the year.

APPENDIX B

City of Huntsville, Texas
Annual Service Plan Update (2025)
The Reserves Public Improvement District No. 1

BUYER DISCLOSURE FORM

Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This Notice requirement does not apply to a transfer:

1) Under a court order or foreclosure;
2) By a trustee in bankruptcy;
3) To a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) By a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) By a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) From one co-owner to another co-owner of an undivided interest in the real property;
7) To or from a government entity; or,
8) Of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to the prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchases, subject to certain exception, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchase and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO HUNTSVILLE, TEXAS
THE RESERVES PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

_____

_____

As the purchaser of the real property described above, you are obligated to pay assessments to Huntsville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **The Reserves Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Huntsville. The exact amount of each annual installment will be approved each year by Huntsville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Huntsville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Buyer (Print Name)	Signature	Date
Buyer (Print Name)	Signature	

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

Seller (Print Name)	Signature	Date
Seller (Print Name)	Signature	Date

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Walker County Deed Of Records)

AFTER RECORDING RETURN TO:

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO HUNTSVILLE, TEXAS
THE RESERVES PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

_____

_____

As the purchaser of the real property described above, you are obligated to pay assessments to Huntsville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **The Reserves Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Huntsville. The exact amount of each annual installment will be approved each year by Huntsville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Huntsville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Walker County Deed Of Records)

_____	_____	_____
Buyer (Print Name)	Signature	Date
_____	_____	_____
Buyer (Print Name)	Signature	

STATE OF TEXAS §
§
COUTNY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20___

Notary Public, State of Texas

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Walker County Deed Of Records)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

_____	_____	_____
Seller (Print Name)	Signature	Date
_____	_____	_____
Seller (Print Name)	Signature	

STATE OF TEXAS §
§
COUTNY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20___

Notary Public, State of Texas

APPENDIX C

City of Huntsville, Texas
Annual Service Plan Update (2025)
The Reserves Public Improvement District No. 1

TOTAL AMORTIZATION

Appendix C
The Reserves of Huntsville PID
Annual Installments

Tax Year (a)	PID Bonds			Prepayment and Delinquency Reserve	Administrative Expenses	Annual Installment (b)	Assessment Balance (c)
	Principal	Interest	Net Debt Service				
2025	$106,000.00	$351,632.50	$457,632.50	$16,250.00	$30,600.00	$504,482.50	$6,500,000.00
2026	$110,000.00	$346,862.50	$456,862.50	$15,985.00	$31,212.00	$504,059.50	$6,394,000.00
2027	$115,000.00	$341,912.50	$456,912.50	$15,710.00	$31,836.24	$504,458.74	$6,284,000.00
2028	$120,000.00	$336,737.50	$456,737.50	$15,422.50	$32,472.96	$504,632.96	$6,169,000.00
2029	$125,000.00	$331,337.50	$456,337.50	$15,122.50	$33,122.42	$504,582.42	$6,049,000.00
2030	$130,000.00	$325,712.50	$455,712.50	$14,810.00	$33,784.87	$504,307.37	$5,924,000.00
2031	$135,000.00	$319,862.50	$454,862.50	$14,485.00	$34,460.57	$503,808.07	$5,794,000.00
2032	$142,000.00	$312,606.25	$454,606.25	$14,147.50	$35,149.78	$503,903.53	$5,659,000.00
2033	$149,000.00	$304,973.75	$453,973.75	$13,792.50	$35,852.78	$503,619.03	$5,517,000.00
2034	$157,000.00	$296,965.00	$453,965.00	$13,420.00	$36,569.83	$503,954.83	$5,368,000.00
2035	$165,000.00	$288,526.25	$453,526.25	$13,027.50	$37,301.23	$503,854.98	$5,211,000.00
2036	$174,000.00	$279,657.50	$453,657.50	$12,615.00	$38,047.25	$504,319.75	$5,046,000.00
2037	$183,000.00	$270,305.00	$453,305.00	$12,180.00	$38,808.20	$504,293.20	$4,872,000.00
2038	$192,000.00	$260,468.75	$452,468.75	$11,722.50	$39,584.36	$503,775.61	$4,689,000.00
2039	$202,000.00	$250,148.75	$452,148.75	$11,242.50	$40,376.05	$503,767.30	$4,497,000.00
2040	$213,000.00	$239,291.25	$452,291.25	$10,737.50	$41,183.57	$504,212.32	$4,295,000.00
2041	$224,000.00	$227,842.50	$451,842.50	$10,205.00	$42,007.24	$504,054.74	$4,082,000.00
2042	$236,000.00	$215,802.50	$451,802.50	$9,645.00	$42,847.39	$504,294.89	$3,858,000.00
2043	$248,000.00	$203,117.50	$451,117.50	$9,055.00	$43,704.34	$503,876.84	$3,622,000.00
2044	$261,000.00	$189,787.50	$450,787.50	$8,435.00	$44,578.42	$503,800.92	$3,374,000.00
2045	$276,000.00	$175,106.25	$451,106.25	$7,782.50	$45,469.99	$504,358.74	$3,113,000.00
2046	$291,000.00	$159,581.25	$450,581.25	$7,092.50	$46,379.39	$504,053.14	$2,837,000.00
2047	$307,000.00	$143,212.50	$450,212.50	$6,365.00	$47,306.98	$503,884.48	$2,546,000.00
2048	$324,000.00	$125,943.75	$449,943.75	$5,597.50	$48,253.12	$503,794.37	$2,239,000.00
2049	$342,000.00	$107,718.75	$449,718.75	$4,787.50	$49,218.18	$503,724.43	$1,915,000.00
2050	$362,000.00	$88,481.25	$450,481.25	$3,932.50	$50,202.54	$504,616.29	$1,573,000.00
2051	$382,000.00	$68,118.75	$450,118.75	$3,027.50	$51,206.59	$504,352.84	$1,211,000.00
2052	$403,000.00	$46,631.25	$449,631.25	$2,072.50	$52,230.73	$503,934.48	$829,000.00
2053	$426,000.00	$23,962.50	$449,962.50	$1,065.00	$53,275.34	$504,302.84	$426,000.00
Totals	$0.00	$10,456.17	$24,625.10	$398.17	$3,221.28	$28,841.80	

(a) Tax Year 2025 corresponds to Fiscal Year 2025-2026. Assessments are due January 31 of 2026.
(b) Subject to change.
(c) Assumes principal has not yet been paid for the year.

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DALLAS, TX 75225
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MEMORANDUM

August 27, 2025

To: City of Huntsville

From: Jonathan Saba, DTA Senior Associate

Subject: Introduction to the Reserves of Huntsville PID

As requested by City Staff, the following is a brief description of the Reserves of Huntsville PID.

1) What is the PID?

The Reserves of Huntsville PID is a Public Improvement District. The PID was formed on August 16, 2022, following a public hearing and approval from the Huntsville City Council. The PID was formed in order to finance public improvements in the Reserves subdivision such as road improvements, water improvements, sewer improvements, and sanitary sewer improvements. Other improvements, such as a park & play pavilion, are included in the development but are not financed directly by the PID. Bonds have been issued by the PID, and will be paid off over time by assessments collected from lots within the PID. The PID will not incur new bonded debt without a vote from all property owners within the PID. Once the PID bonds have been paid off, the PID will cease to collect revenues from properties within the PID.

2) What are the City's responsibilities with regards to PID administration?

At least once per year, the City is required to review and approve an update to the Service and Assessment Plan. This Annual Update is prepared by the PID Administrator and must be approved before September 30th in order to enroll taxes for the coming tax year. Once approved via City ordinance, the Annual Update and corresponding ordinance will need to be recorded in the real property records of Walker County.

3) How will assessments be collected?

The PID is contracting with Walker CAD to utilize the County's collection services. PID assessments will be listed on the annual Walker County property tax bill, and will be subject to the same deadlines and delinquency collection efforts as standard ad-valorem taxes. Neither the City nor the PID Administrator will be directly collecting payment of assessments.

4) Where can more information be found regarding the PID?

Additional questions regarding the PID can be directed to the PID Administrator. A brochure including other PID general information is available from DTA. Additionally, DTA recommends including said brochure and other relevant information on the City website.

Should you have any questions, please do not hesitate to call me at (800) 969-4382.

Best,

Jonathan Saba

Jonathan@FinanceDTA.com

DTA, PID Administrator

1. What Are The PID Boundaries?

The PID boundaries include the Reserves of Huntsville development which is anticipated to include 140 single-family homes. The PID encompasses the 33.22 net acres of the Reserves subdivision located in Huntsville, off of Highway 30. Each seller of property located within a PID is required to provide notice to the buyer pursuant to Texas Property Code Section 5.014.

2. How is the PID Governed?

The City Council of the City of Huntsville is the governing body for the PID.

3. How Long Will the Annual Assessment Installments be Collected?

The last scheduled annual assessment installment will be billed along with regular property taxes on the 2053 property tax bill. However, any annual assessment installments that remain unpaid following the close of the 2053 tax year will remain due and continue to incur interest, penalties, and attorney's fees in the same manner as delinquent ad-valorem taxes.

4. Can I Pay Off My Assessment Early?

Yes, the balance of any assessment may be paid off at any time. If you are interested in paying off the balance of your assessment, please contact the PID Administrator, DTA Inc., at (800) 969-4382. Ask for Mr. Jonathan Saba.

5. What Costs are Paid by the PID?

- Public road improvements including construction, grading, concrete, reinforcing steel, asphalt, lime, sidewalks, signs, lighting fixtures, street scaping, related dry utility work, and public walkway widening;
- Water improvements include water mains, trench excavation and embedment, dewatering, trench safety, PVC piping, bore, valves, ground storage, pumps, fire hydrants, thrust restraint devices, service connections, and testing;
- Sanitary sewer improvements include sewer mains, manholes, trench excavation and embedment, dewatering, trench safety, and PVC piping; and
- Drainage improvements include preparation of a Stormwater Pollution Prevention Plan ("SWPPP"), storm sewer mains, inlets, earthen channels, swales, excavation and embedment, dewatering, trench safety, grade inlets, RCP piping and hoses, headways, concrete flumes, rock rip rap, and concrete outfalls.

The annual assessment installment revenues will (i) pay annual debt service on the PID bonds, (ii) fund required prepayment and delinquency reserves, and (iii) pay administrative costs of the PID.

6. How Much are the PID Assessments?

The initial PID assessments and estimated annual assessment installments are shown in the following table:

Number of Lots	Total Assessment per Lot	Average Annual Installment
140	$46,428	$3,600

The principal amount of the assessments is paid in annual installments along with interest, administrative costs, and amounts required to fund prepayment and delinquency reserves.

7. Will the Annual Assessment Installment Amounts Increase?

The annual installments are a function of the annual payments on the PID bonds, the funding of prepayment and delinquency reserves, and administrative expenses. The estimated annual installments shown in the preceding table (i) reflect current annual amounts for debt service on the outstanding bonds and annual requirements for prepayment and delinquency reserves and (ii) assume PID administrative expenses will grow two percent (2.00%) annually. Any revision to the estimated annual assessment installments will be approved by the City Council and documented in the annual update to the Service and Assessment Plan as required by the Texas PID Act.

8. How are Foreclosure Costs Paid?

The costs of foreclosure will be borne by the delinquent property pursuant to Section 372.018 (f) of the PID Act which states that delinquent assessment installments shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes. However, the costs of foreclosure and/or any other action undertaken to collect delinquent assessment installments may be paid from the PID Administrative Fund pending the settlement of any such foreclosure or other collection action.

9. Who Can I Contact if I Have Additional Questions?

Please contact the PID Administrator, David Taussig & Associates, Inc., at (800) 969-4382. Ask for Mr. Jonathan Saba or Mr. Hector Perez.

10. Project Concept Plan

Summary of Information

The Reserves of Huntsville Public Improvement District

Prepared For
City of Huntsville, Texas
1212 Avenue M
Huntsville, Texas 77340

Prepared By
David Taussig & Associates, Inc.
8117 Preston Road, Suite 300
Dallas, TX 75225
(800) 969-4382

August 27, 2025

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.g.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement for Part 2 of Phase II professional engineering services for the FY 20-21 N.B. Davidson Wastewater Treatment Plant Improvement Project.

Initiating Department/Presenter: Engineering

Presenter:
Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and approve to authorize the City Manager to enter into an agreement with Lockwood, Andrews & Newnam (LAN), Inc. for the Part 2 of Phase II professional engineering services for the FY 20-21 N.B. Davidson Wastewater Treatment Plant Improvement Project in the amount of $997,694.00.

Strategic Initiative:

Discussion: N.B. Davidson Wastewater Treatment Plant (WWTP) was originally constructed in 1971 with expansion in 1982 and 1994. Its main treatment process consists of a four-channel oxidation ditch and two circular clarifiers followed by two chlorine contact basins. The aeration basin shows signs of structural deterioration and is too shallow to allow more modern and energy efficient treatment designs. The existing surface aerators are a high maintenance and high operating cost item that causes operational challenges at the plant. Many other pieces of equipment in this plant are deteriorated, outdated and aging which need frequent maintenance, repairs, and replacement.

This major rehabilitation and expansion of the 2-hr peak flow treatment capacity to 6.5 MGD will prevent the collection system from surcharging during wet weather events and will eliminate the increasing annual operation and maintenance costs and eliminate the risks of catastrophic failure and possible TCEQ violation penalties.

This agreement is for Part 2 of the Phase II design only, in the amount of $997,694.00. The detailed Level of Effort for both Phases I, II, and III are summarized in the attached Scope and Fee proposal.

The Basic Service Design total for Phase I is $894,525.00, and Phase II is $1,568,985, with a total amount of $2,463,510.00. Council authorized to award LAN $894,525.00 (on May 16, 2023), and $571,291.00 (on November 19, 2024). We are receiving a net of $1,000,000.00 Grant from the Community Grants Program, EPA, Multimedia State and Tribal Assistance Grants (STAG), Clean Water State Revolving Fund.

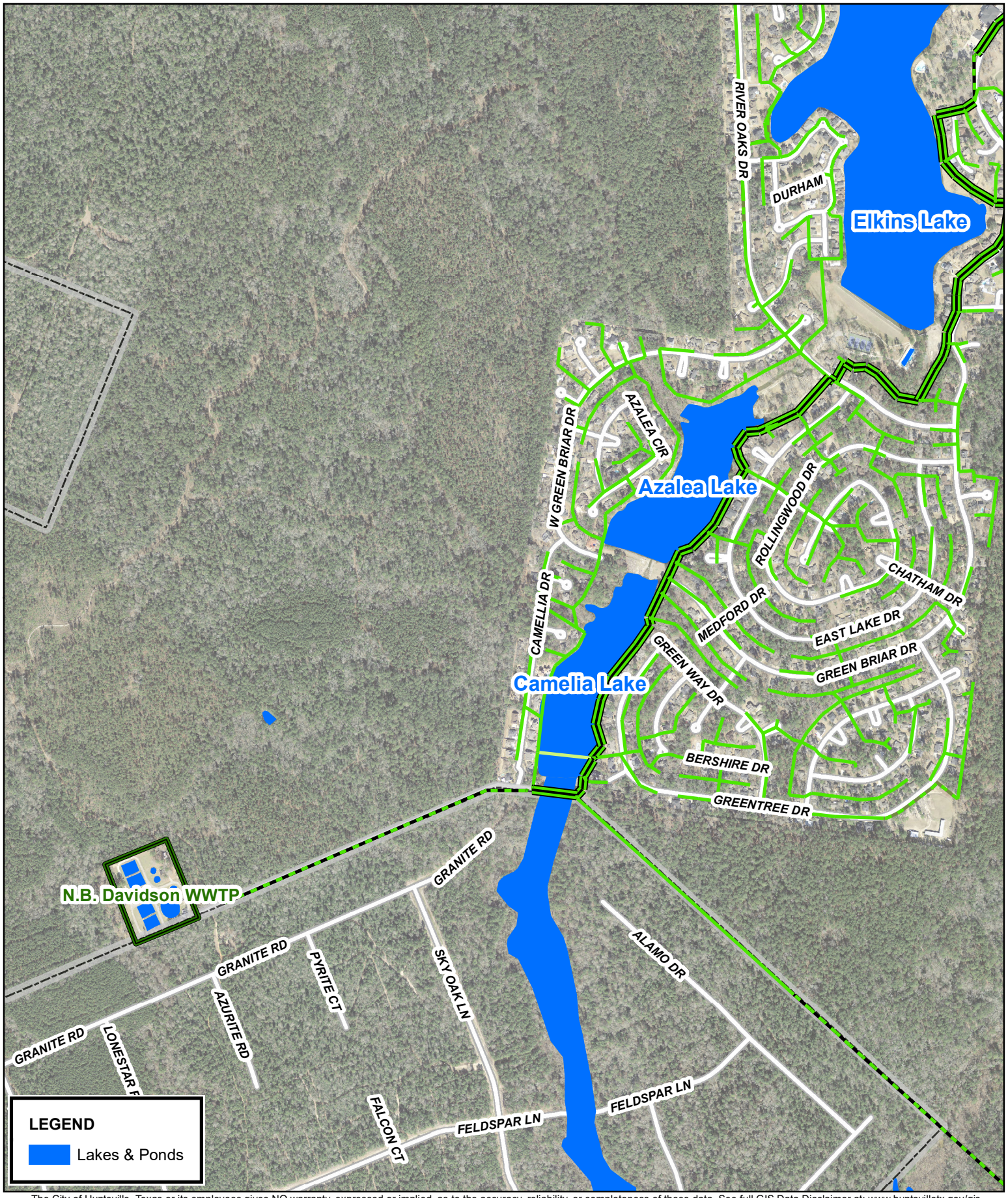
Funding for construction will be sought in the coming years and the anticipated source will be by revenue bonds and maybe more grants.

Previous Council Action: The City Council approved FY 2020-2021 budget.
The City Council approved Phase I Professional Engineering Service on May 16, 2023.
The City Council approved Part 1 Phase 2 Professional Engineering Service on November 19, 2024.

Financial Implications: ☐**Item is budgeted: In the amount of** $1,000,000.00 Grant (Account # 715-71503)

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

Associated Information:
1. NB Davidson Treatment Plant Location Map
2. revised Project #21-10-07 - City of Huntsville NB Davidson WWTP - Proposal_PH2&3_R1_20250903_



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1 in = 1,000 ft

On 8.5 x 11 inch Print

0 500 1,000 2,000 Feet

On Any Print Size

CREATED DATE: 5/9/2023

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

NB Davidson Wastewater Treatment Plant

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

September 3, 2025

Dr. Kathlie S. Jeng-Bulloch P.E., D.WRE, CFM
City Engineer, Director of Engineering Department
City of Huntsville City Service Center
448 State Hwy. 75 North
Huntsville, TX 77320

Re: **NB Davidson WWTP Expansion & Improvements Project – Scope and Fee**
COH ID #: 21-10-07
LAN Project Number: 128-10028-000

Dear Dr. Jeng-Bulloch:

Lockwood, Andrews, & Newnam, Inc. (LAN) is pleased to submit the **N.B. Davidson WWTP Expansion & Improvements Project** (NBD) design proposal to the City of Huntsville (City). The scope and fees include updated final design, bidding, and construction phase services, necessary to facilitate proposed NBD project, revised to reflect the total design effort identified during the preliminary engineering phase. Additional services are also provided.

On April 2, 2024 LAN submitted a proposal including scope and fee to complete final design and limited construction phase services. The fees requested from this proposal are summarized in the table below:

Phase 1 Authorized	Phase 2 Revised Request	Phase 3*	Total
$894,525	$1,568,985	$475,240	$2,998,750

*Limited Construction Phase Services (CPS). Does not include full Construction Management and Inspection (CM&I) Services.

In response to this proposal, LAN was authorized an additional $571,291.00 on December 12th, 2024 to continue final design services, revising the total authorized amount from $894,525.00 to $1,465,816.00. The current remaining unauthorized balance of $997,694.00 required to complete final design and $475,240.00 to complete Construction Phase Services (CPS).

Revised Total Fee	Phase 1 Authorized	Phase 2 Authorized	Total Authorized	Remaining Unauthorized
$2,938,750	$894,525	$571,291	$1,465,816	$1,472,934

LAN is requesting approval and authorization in the amount of <u>$997,694</u> to complete final design and bidding. Authorization for limited construction phase services will be requested at a later date.

3700 W. Sam Houston Pkwy S, Suite 400 • Houston, Texas 77042 • 713.266.6900 • Fax: 713.266.2089 • www.lan-inc.com

LAN understands that this is an important project for the City and that the project schedule is critical. LAN will work closely with the City to ensure both the project objectives and schedule are achieved. If you have any questions or need any additional information, please contact me at 713.821.0379 or at jtthomas-harris@lan-inc. We look forward to working with the City on this project.

Sincerely,

Jordon T. Thomas-Harris, P.E.
Associate, Water/Wastewater Team Leader

Attachments:

- Exhibit A Scope of Work
- Exhibit B Proposed Fee
- Exhibit C Level of Effort Cost Breakdown
- Exhibit D Budgetary Construction Cost Estimate
- Exhibit E Draft Drawing Index
- Exhibit F Preliminary Project Schedule
- Exhibit G Project Location/Vicinity Map

cc: Carrie Wells
Kimberly Kembro
Russ C. Ford

3700 W. Sam Houston Pkwy S, Suite 400 • Houston, Texas 77042 • 713.266.6900 • Fax: 713.266.2089 • www.lan-inc.com

Exhibit A

N.B. Davidson WWTP Expansion & Improvements Project

Project ID#21-10-07

Scope of Work Revision 1

Final Design, Bidding, & Limited Construction Phase Services

April 2, 2024

This scope of work outlines the professional engineering tasks to be performed by **Lockwood, Andrews, & Newnam, Inc. (LAN)**, in association with the Final Design, Bidding, and Limited Construction Phase Services, for the **City of Huntsville's (City)** N.B. Davidson Wastewater Treatment Plant Expansion and Improvements project.

The improvements identified in Phase I of this project will be implemented to extend the plant's useful life, replace worn out equipment and unit processes, and address peak flow capacity needs. A list of the identified improvements is included under Section 2.3 of the attached scope. A separate scope of service will be provided to include Construction Management & Inspection (CM&I) services

Task 2.0 – Final Design Services:

LAN's final design efforts shall include the following activities and is based on the assumptions as stated, where applicable:

Task 2.1 Final Design Kick-off Meeting: Attend final design kick-off meeting with City.

Task 2.2 Prepare Prepurchase Documents for SBR, Including Bidding & Recommendation

Task 2.3 Final Engineering Design: Prepare engineering design, including work associated with general, civil, process/mechanical, structural, electrical, instrumentation, and control components, based on recommendations documented in Final PER prepared by LAN and approved by City under Task 1.0, including the following design aspects:

- Elkins Lake Dam Lift Station Pump Replacement
- Asphalt Access Road Rehabilitation
- 6-inch Waterline from Camellia Drive to WWTP Site
- 18-inch Influent Forcemain CIPP Rehabilitation
- Headworks, including two mechanical drum screen units, a manual bar screen, and grit removal unit & appurtenances
- SBR Process Pre-Selection, including preparation of associated specifications, drawings, and other required contract documents
- Sequencing Batch Reactor, including equipment selection, basin design and layout, and associated piping and appurtenances
- Blower Building & MCC, including equipment selection and building layout and design
- Disk Filters, including equipment selection, basin design and layout, and associated piping and appurtenances
- UV Disinfection, including equipment selection, basin design and layout, and associated piping and appurtenances
- Non-Potable Water System Improvements, including skid mounted pumping system and associated yard piping
- Site Civil Improvements, including miscellaneous yard piping, site grading, drainage, and paving
- RAS-WAS Pump Station
- Aerobic Sludge Digester Modifications, including piping realignment to facilitate operation of the digesters in series.
- Sludge Digester Blower Building Modifications, including sludge pump modifications
- Dewatering Building, including two screw presses, polymer tanks, conveyor system, and roll off containers
- Electrical, Instrumentation and Controls
- Site Lighting Modifications
- SCADA, including coordination with City preferred SCADA programmer
- Power and service requirements, including coordination with electric/gas companies as required with assistance of City liaison
- Construction Phasing Plan, including ties-ins to existing facilities
- Demolition Plans for existing facilities

Task 2.4 Construction Drawings: Prepare applicable construction drawings, including drawings, sections, and details, for applicable design disciplines using electronic (CAD) software (see Task 2.8 Interim Design Submittals).

Task 2.5 Technical Specifications: Prepare applicable technical specifications and technical data sheets using LAN-standard technical specification documents for applicable design disciplines (see Task 2.8 Interim Design Submittals).

Task 2.6 Front End Specifications: Prepare contract documents (Division 0, including Bid Form) using City-provided standard contract documentation (see Task 2.8 Interim Design Submittals). **NOTE**: City to provide Division 0 Specifications related to the bidding for revisions in coordination with Legal.

Task 2.7 Opinion of Probable Construction Cost: Prepare opinion of probable construction cost (OPCC) for applicable design disciplines for each submittal.

Task 2.8 Quality Control: Conduct internal Quality Control (QC) review of interim design submittal documentation (60%, 90%, 100% and bid-ready) prior to submission to City.

Task 2.9 Interim Design Submittals: Submit interim design documentation, identified below, for City review and comment at the following milestones:

- 60% - preliminary construction drawings for applicable disciplines, technical specification table of contents, and OPCC (provide four of each of the following: full-size [22" x 34"] drawing sets, specification list, and the OPCC; and one electronic copy of applicable documents).
- 90% - construction drawings, technical specifications, for applicable disciplines, preliminary front end specifications, OPCC (provide four of each of the following: full-size [22" x 34"] drawing sets, the specifications, and the OPCC; and one electronic copy of applicable documents).
- 100% - construction drawings, the technical specifications, preliminary front end specifications, the OPCC (provide four of each of the following: full-size [22" x 34"] drawing sets, the specifications, the OPCC; and one electronic copy of applicable documents).

Task 2.10 Interdisciplinary Review: Complete interdisciplinary drawing and technical specification reviews to verify project coordination and constructability at 60%, 90% and Final submittals.

Task 2.11 Design Review Workshops: Conduct design review workshops with City after the City's initial review of interim design submittals (60% and 90%). City to provide comments within two weeks of design submittal documents, one week before the workshop and comments responses are expected to be finalized two weeks after the workshop.

Task 2.12 Final Design Submittal (100%): Prepare and submit final construction drawings and specifications, after incorporating applicable 90% design submittal City and QC review comments, to facilitate project advertisement and bidding.

Task 2.13: Prepare and submit to TCEQ "Project Summary Letter" for proposed plant improvements design, in accordance with TCEQ Chapter 217 criteria (§217.9).

Task 3.0 – Bid Phase Services:

LAN's bid phase support services shall include the following activities and is based on the assumptions as stated, where applicable:

Task 3.1 Bid-ready Submittal: Produce electronic (PDF) "Issued for Bid" construction documents (single file) to facilitate City solicitation of bids for construction of the NBD WWTP project (assume that City will be responsible for project advertisement, all hard copy drawings and specifications, "Issued for Bid" document distribution to prospective bidders and/or other plan holders, including plan rooms, and for maintaining current plan holder list).

Task 3.2 Pre-bid Meeting: Attend and participate in pre-bid meeting with City and prospective bidders (assume City will be responsible for documenting and distributing pre-bid meeting attendance list to all plan holders).

Task 3.3 Bid Questions/Addendum: Review questions submitted by prospective bidders and develop addenda documentation, including responses, clarifications and/or modifications to the construction drawings and/or technical specifications, reasonably necessary to address questions, prior to question submittal deadline (assumes City will be responsible for distribution of all addenda documentation in electronic (PDF) format to all plan holders).

Task 3.4 Bid Opening: Attend bid opening.

Task 3.5 Bid Review and Tabulation: Review bids, prepare bid tabulation, evaluate the qualifications of the apparent successful bidder, and provide award recommendation letter to City.

Task 4.0 – Limited Construction Phase Services:

LAN's construction phase services include the following activities and is based on the assumptions as stated, where applicable, and does not include construction administration or inspection. Construction is assumed to last 24-months, October 2025 to October 2027. A separate scope of service will be provided to include Construction Management & Inspection (CM&I) services:

Task 4.1 Construction Documents: Prepare conformed "Issued for Construction" documents that incorporate applicable addenda and executed contract documents and submit to successful general contractor to facilitate project construction (provide five full-size set of construction drawings and five project manuals and one electronic copy of each). LAN will coordinate with the Contractor and obtain City signatures for the construction documents. LAN will also provide CADD files of the project plan set.

Task 4.2 Pre-construction Meeting: Prepare the pre-construction meeting agenda and conduct this meeting that will include City staff and the general contractor.

Task 4.3 Submittals: Review general contractor submittals delivered to LAN for compliance and conformance with the contract documents (assume review of a maximum of 300 submittals, including re-submittal documents). Post written review responses in PDF format via designated project on-line site. Maintain submittal log, including current record of the submittals delivered and the status of the review of those submittals.

Task 4.4 Requests for Information: Review general contractor requests for information (RFI) (assume review of a maximum of 50 RFIs). Review and evaluate the RFI issue(s) and prepare a response in general conformance with the contract documents. Inform City of RFI, the LAN's response and recommended general contractor action, if applicable. Post RFI responses in PDF format via designated project on-line site. Maintain RFI log, including current record of the RFIs received and the status of the response to those RFI.

Task 4.5 Change Order Requests: Review general contractor change order requests (assume review of a maximum of five change orders). Review and evaluate the proposed change order item(s) and costs and prepare a response that provides contract document interpretation and comments on the cost items. Inform City of change order request, LAN's proposed response, including recommended change order acceptance or rejection (assumes City is responsible for processing applicable accepted change orders). Post change order responses in PDF format via designated project on-line site. Maintain change order log, including current record of the change orders received, their status and cost of accepted change orders.

Task 4.6 Contractor Payment Applications: LAN to review pay applications and provide recommendation for payment to City's designated staff member (assume review of a maximum of 15 applications for payment). Provide comments, if applicable, and/or recommendation of payment by City for items completed (assume City will be responsible for processing all approved applications for payment).

Task 4.7 Construction Progress Meetings: Attend monthly construction progress meetings (assume a maximum of 15 construction progress meetings with a maximum of two LAN representatives attending).

Task 4.8 Project Startup: Assist City plant operations staff in WWTP startup (assumes attendance by two LAN representatives).

Task 4.9 Substantial Completion Walk-through: Attend substantial completion walk-through with City and general contractor (assumes attendance by maximum of two LAN representatives).

Task 4.10 Substantial Completion Punchlist: Prepare a list of incomplete or incorrect work in a punch list based on issues identified during the substantial completion walk-through to be completed by the general contractor. Distribute PDF punch list to City and general contractor.

Task 4.11 Final Completion Walk-through: Attend final completion walk-through and verify applicable punch list items have been completed and or corrected by construction contractor (assumes attendance by maximum of two LAN representatives).

Task 4.12 Final Payment Recommendation: Confirm items required by the contract as a condition of final payment issuance, including operation and maintenance manuals and as-built drawing markups, have been provided by general contractor. Recommend final payment processing by City.

Task 4.13 Record Drawings: Prepare Record Drawings using electronic redline drawings provided by the general contractor on a monthly basis. Submit Record Drawings to City (provide one full-size drawing set and electronic (PDF) file of drawings).

Task 4.14 TCEQ Completion Notification: Prepare and submit project "Completion Notification" to TCEQ in accordance with prevailing Chapter 217 criteria (§217.13).

Tasl 4.15 Operations and Maintenance (O&M) Manual: Review Contractor assembled WWTP operation and maintenance manual and submit four (4) bound hard copies to City.

Task 5.0 – Project Management Services:

LAN's project management includes the following activities and is based on the assumptions as stated, where applicable:

Task 5.1 Work Plan: Develop a project specific work plan that includes objectives, delivery requirements, key decision points, budget, and schedule to guide project production efforts.

Task 5.2 Project Status Reports: Provide City with monthly project status reports normally no more than two pages in length (via email).

Task 5.3 Project Design Meetings/Workshops: Schedule meetings with City, develop meeting agendas, attend and guide meeting discussions, prepare meeting summaries, and distribute electronic (PDF) summaries to parties in attendance. Engineer anticipates 6 design meetings/Workshops through the design process.

Task 5.4 City Review Comments: Document City review comments received for Draft PER, 60%, and 90% submittals and LAN's responses or action for each comment.

Task 5.5 Quality Control: Perform deliverable document checks (PER, 60%, 90%, 100%, and bid-ready) to confirm City review comments and/or requested action items have been addressed and memorialized in the project log and in the drawing signature block (change tracking).

RECOMMENDED ADDITIONAL SERVICES

Topographic Surveying:

The City has provided surveying services, including boundary survey during preliminary design. Should the City be unable to provide additional surveying assistance during final design, LAN proposes to contract with a qualified sub-consultant to perform the professional surveying services necessary to facilitate the design of the proposed wastewater treatment plant improvements. Anticipated information to be collected includes existing ground elevations, existing utility locations, etc. Contractor shall be responsible for Construction Staking.

Note: Fee proposal value represents estimated allowance for completion of surveying services; actual fee will be negotiated and performed on a lump sum basis.

Geotechnical Site Investigation:

LAN proposes to contract with a qualified sub-consultant to perform the professional geotechnical sub-consultant to provide wastewater treatment plant construction recommendations to facilitate the proposed improvements. The geotechnical report will include a description of existing soil conditions and recommendations related to structural design, including foundation design, and installation of the proposed facilities.

Subsurface Utility Engineering:

If necessary, LAN proposes to contract with a qualified sub-consultant to perform the subsurface utility engineering (SUE) to identify subsurface utility information to facilitate the design of the proposed wastewater treatment plant replacement/expansion and the gravity sewers and force mains on the site as identified and approved by the City.

Note: Fee proposal value represents estimated allowance for completion of SUE; actual fee will be negotiated and performed on a lump sum basis.

Environmental Site Assessment:

If required for property acquisition, LAN proposes to contract with a qualified sub-consultant to perform the Environmental Site Assessment Phase I to identify the presence of hazardous and/or non-hazardous industrial/commercial waste or materials within the project area and conform to ASTM E1527-13, meeting standard TWDB and Texas Historical Commission (THC) ESAI requirements.

Note: Fee proposal value represents estimated allowance for completion of ESAI services, ESAII not included; actual fee will be negotiated and performed on a lump sum basis.

~~**Modeling:**~~

~~City water & wastewater modeling calibration and update to the model prepared by Freese and Nichols should be approved and modeling of the NB WWTP Basin, be approved and implemented as soon as possible. LAN can also perform this additional service.~~

~~**Note**: Fee proposal value represents estimated allowance for completion of the model; actual fee will be negotiated and performed on a lump sum basis.~~

Funding Assistance:

LAN will support the City in pursuit of funding opportunities including researching potential funding sources, preparation of applications for Texas Water Development Board (TWDB) and other identified sources of funding.

REIMBURSABLE EXPENSES

The following items will be reimbursed as a project expense outlined herein. An allowance of 0.5% of the design fee or $40,000 is included. Expenses exceeding this amount will be reimbursed at cost with prior approval from the City.

- Mileage
- Reproduction
- Shipping

ITEMS NOT INCLUDED IN SCOPE OF WORK

LAN considers the following items to be outside of the scope of work for the basic services tasks, as outlined herein, to be performed by the LAN in conjunction with the completion of the NBD WWTP Replacement and Expansion Project. LAN's completion of all or a portion of the services outlined below require detailed scope development, the provision of additional fee, and written authorization by the City.

- Field surveys including platting, boundary surveys, easement preparation. It is LAN's understanding that the City will provide these services. The fees shown are an estimate of these services cost should we have to contract a third party.
- Construction staking (to be performed under contractor's scope).
- Flow monitoring (I/I evaluation and identification). Unless the city expressly requests any additional services, LAN will utilize historical flow data obtained from the plant's records as well as results from the Master Plan and modelling efforts (not part of this project scope).
- Full time on-site construction administration and inspection.
- Archeological site investigation and/or permitting.
- Remediation of any hazardous materials uncovered on the site.
- Services for other agency or local permits not identified above (i.e., TxDOT, railroad, Americans with Disabilities Act (ADA), building permits, etc.).
- Payment of any application or permitting fees.
- Is it the assumption no portion of the site is within the limits of the 100-year storm, so no floodplain studies required.
- Landscaping design to be provided by third party consultant. An allowance is budgeted.
- Offsite utilities or infrastructure design, not identified in the contract scope. LAN assumes the force-main capacity and condition is adequate. LAN assumes there is enough power available and capacity in the in the local grid and contemplates no upgrade design for this.
- Performance of materials testing or specialty testing services.
- Services related to development of City's project financing and/or budget.
- Attendance at public meetings.
- Services related to disputes over pre-qualification, bid protests, bid rejection, and re-bidding of the contract for construction.
- Services necessary due to the default of the general contractor.
- Services related to damages caused by fire, flood, earthquake, or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by City.
- Services related to any significant deviations and/or additions to anticipated detailed design scope (identified under Task 2.0).
- Services related to production, bidding, and construction administration of multiple design packages to accomplish project construction (in lieu of single construction package).
- Miscellaneous/supplemental services requested by City not specified herein.

(End Scope of Work)

City of Huntsville N.B. Davidson WWTP Expansion and Improvements Project Project #21-10-07 Revised Fee Proposal	
Preliminary Engineering Fee	$300,350.00
Final Design & Bidding Phase Fee	$1,950,760.00
Limited Construction Phase Services Fee	$450,740.00
Subconsultant Basic Services Fee	$115,000.00
Total Basic Services Fee	$2,816,850.00
Additional Services Fee	$121,900.00
Total Proposed Fee	**$2,938,750.00**
Original Fee from Contract	$1,921,212.00
Increase from New Items	$186,400.00
Increase from Scope Definition	$831,138.00
Total Increase in Fee	***$1,017,538.00***
OPCC from Original	$21,264,574.39
OPCC from PER	$29,018,000.00
OPCC from 60% Design	$35,212,000.00
Increase in OPCC	**$13,947,425.62**
Basic Services Fee % of Construction	8.00%

CITY OF HUNTSVILLE
N.B. DAVIDSON WWTP EXPANSION AND IMPROVEMENTS PROJECT
PROJECT ID#21-10-07
FEE PHASING PLAN

Task No.	Basic Services Task Description	Total Cost	Phase 1 (Authorized)	Phase 2 Revised	Phase 3
Task 1.0 - Master Plan/Preliminary Design Services		$ 300,350	$ 300,350	$ -	
Task 2.0 - Final Design Services		$ 1,729,320			
2.1	Final Design Kick-off Meeting	$ 14,380	$ 8,220	$ 6,160	
2.2	Prepare Prepurchase Documents for SBR, Including Bidding & Recommendation	$ 68,450		$ 68,450	
2.3	Engineering Design	$ 517,400	$ 191,832	$ 325,568	
2.4	Construction Drawings	$ 765,300	$ 189,588	$ 575,712	
2.5	Technical Specifications	$ 100,800		$ 100,800	
2.6	Front End Specifications	$ 10,810		$ 10,810	
2.7	Opinion of Probable Construction Cost	$ 53,090	$ 22,053	$ 31,037	
2.8	Quality Control	$ 67,750	$ 19,536	$ 48,214	
2.9	Interim Design Submittals (60%, 90%, & 100%)	$ 37,610	$ 15,060	$ 22,550	
2.10	Cross-discipline Review	$ 31,870		$ 31,870	
2.11	Design Review Workshops	$ 43,080	$ 16,680	$ 26,400	
2.12	Final Design Submittal	$ 14,840		$ 14,840	
2.13	TCEQ Notification Letter	$ 3,940		$ 3,940	
Task 3.0 - Bidding Services		$ 53,540		$ 53,540	
Task 4.0 - Limited Construction Phase Services		$ 450,740			$ 450,740
Task 5.0 - Project Management Services		$ 127,900		$ 127,900	
Task 6.0 - Expenses		$ 40,000	$ 7,000	$ 20,000	$ 13,000
Subconsultant Basic Services		$ 115,000		$ 103,500	$ 11,500
Basic Services Design Total		$ 2,816,850	$ 770,319	$ 1,571,291	$ 475,240
Additional Services Budgets (Not to Exceed)					
	Topographic Survey (Performed by City of Huntsville)	$ -	$ 60,000	$ (60,000)	
	Geotechnical Report	$ 20,000	$ 34,369	$ (14,369)	
	SUE Investigation	$ 25,000		$ 25,000	
	Environmental	$ 16,000	$ 16,000	$ -	
	LAN Sub Coordination	$ 12,100	$ 5,837	$ 6,263	
	Permitting (LAN)	$ 32,000	$ 8,000	$ 24,000	
	2023 Funding Assistance (LAN)	$ 8,300		$ 8,300	
	2024 Funding Assistance (LAN)	$ 8,500		$ 8,500	
Additional Services Total		**$ 121,900**	**$ 124,206**	**$ (2,306)**	**$ -**
Basic & Additional Services Total		**$ 2,938,750**	**$ 894,525**	**$ 1,568,985**	**$ 475,240**
Authorized		**$ 1,465,816**	**$ 894,525**	**$ 571,291**	**$ -**
Remaining Unauthorized		**$ 1,472,934**	**$ -**	**$ 997,694**	**$ 475,240**

City of Huntsville
N.B. Davidson WWTP Expansion and Improvements Project
Project #21-10-07
Revised Fee Proposal

Task No.	Basic Services Task Description	Total Hours	Project Principal	Senior Technical Advisor	Project Manager	Senior Engineer (Process)	Staff Engineer (Process)	Staff Engineer (Civil)	Senior Engineer (Structural)	Staff Engineer (Structural)	Senior Engineer (Electrical)	Senior Staff Engineer (Electrical)	Staff Engineer (Electrical)	Senior Engineer (Mechanical)	Process Designer / Drafter	Structural Designer / Drafter	Electrical Designer/ Drafter	Admin Assistant	Total Cost
Task 1.0 - Master Plan/Preliminary Design Services (COMPLETE)																			
1.1	Document Review	40		4		8	16			4		4		4					$ 9,860
1.2	Kick-off Meeting	32	4	4	4	4	16												$ 8,480
1.3	Site Visit	24		4	4	4	4			4		4							$ 6,640
1.4	Operational Data Review	44			4	16	24												$ 10,630
1.5	Design Concept Review	92	4	8	16	16	24			8		8		8					$ 24,910
1.6	Basis of Design	120		8	16	16	24			16		24		16					$ 31,550
1.7	Hydraulic Evaluation	60		4	8	16	32												$ 14,840
1.8	Equipment Manfacturer Meetings	100		4	24	32	40												$ 26,350
1.9	Design Alternatives	136		8	16	32	32			16		24		8					$ 35,830
1.10	Design Alternatives Meeting	24		6	6	6	6												$ 7,040
1.11	Draft Master Plan/PER	384		16	32	40	160			24		32		16	40	24			$ 87,010
1.12	Quality Control	46		4	2	12			12		12			4					$ 14,350
1.13	Draft MP/PER Submittal	18			2		4			2		2			4	4			$ 3,710
1.14	Draft MP/PER Review Meeting	22		4	4	4	4			2		2			2				$ 6,030
1.15	Draft MP/PER Revision	44			4	4	16			8		8			4				$ 10,100
1.16	Final MP/PER Submittal	14			2		2			2		2			4	2			$ 3,020
	Subtotals	**1200**	**8**	**74**	**144**	**210**	**404**	**0**	**12**	**86**	**12**	**110**	**0**	**56**	**54**	**30**	**0**	**0**	**$ 300,350**
Task 2.0 - Final Design Services																			
2.1	Final Design Kick-off Meeting	58		4	8	4	8			2		8	8	8			8		$ 14,380
2.2	Prepare Prepurchase Documents for SBR, Including Bidding & Recommendation	292		4	40	60	80			12					40	40		16	$ 68,450
2.3	Engineering Design	**2,114**	0	74	236	244	600	320	20	468	8	48	56	40	0	0	0	0	$ 517,400
	Geotechnical Coordination and Report Review				2				2	8									
	Finalize Hydraulic Design			8	16	24	40												
	Complete Basis of Design & Equipment Selection			8	24	32	40				8	40	40	40					
	Prepare Existing LS Pump Design			8	12	12	40												
	Prepare 6-inch Waterline Design				8			80											
	Prepare Existing FM Rehabilitation Design			2	12	12		80											
	Prepare Access Road Design				12			80											
	Prepare Headworks Design			2	8	12	40		2	60									
	Prepare SBR Design (Including coordination with SBR manufacturer)			24	12	12	40		2	80									
	Prepare Elevated Operations Building Design			2	12	12	40		2	60									
	Prepare Blower/MCC Building Design			2	12	12	40		2	40									
	Prepare Disk Filter Design			2	12	12	40		2	50									
	Prepare UV Disinfection Design			2	12	12	40		2	50									
	Prepare UV Canopy Design				12	12	40		2	40									
	Prepare Effluent Monitoring Design			2	12	12	40												
	Prepare Plant Yard Piping Plan (RAW, WAS, PD, CEF, FEF, PEF)			8	12	12	40												
	Prepare Sludge Digester Modification Design			2	8	24	40		2	40									
	Prepare Sludge Dewatering Building Design				8	12	40												
	Prepare Elevated Generator Platform Desgin				2				2	40		8	16						
	Prepare Site Paving and Grading Design				12	4		80											
	Prepare Construction Phasing Plan (Maintain existing operations)			2	16	16	40												
2.4	Prepare Construction Drawings	3,896			80	80	120	160		64		180	216	106	2000	634	256		$ 765,300
2.5	Prepare Technical Specifications	400			24	40	80	16	16	64	16	64	24	40				16	$ 100,800
2.6	Prepare Front End Specifications	44			20		24												$ 10,810
2.7	Prepare Engineer's Opinion of Probable Construction Cost	210			40	40	64	8	2	32		8	8	8					$ 53,090
2.8	Conduct Quality Control Review	208	2	16	24	48			48		54			16					$ 67,750
2.9	Prepare Interim Design Submittals (60%, 90%, & 100%)	184			8		16	16		16		16	24	8	36	36	8		$ 37,610
2.10	Cross-discipline Review	100				40			24		20			16					$ 31,870
2.11	Design Review Workshops	160		24	24	24	24			8		16		8	16	16			$ 43,080
2.12	Final Design Submittal	74			2		4	4		4		4	8	8	16	16	8		$ 14,840
2.13	Prepare and Submit TCEQ Notification Letter	12		2	2	8													$ 3,940
	Subtotals	**7752**	**2**	**124**	**508**	**588**	**1020**	**524**	**110**	**670**	**98**	**344**	**344**	**258**	**2108**	**742**	**280**	**32**	**$ 1,729,320**
Task 3.0 - Bidding Services																			
3.1	Bid-ready Submittal	40			4		8			4		4		4	8	8			$ 8,780
3.2	Pre-bid Meeting	36		4	8	4	8			8					4				$ 9,360
3.3	Bidder Questions/Addendum	120			8	16	24	4	4	16		16		8	8	16			$ 29,130
3.4	Bid Opening	8		4	4														$ 2,740
3.5	Bid Review & Tabulation	16			4		8											4	$ 3,530
	Subtotals	**220**	**0**	**8**	**28**	**20**	**48**	**4**	**4**	**28**	**0**	**20**	**0**	**12**	**20**	**24**	**0**	**4**	**$ 53,540**

City of Huntsville
N.B. Davidson WWTP Expansion and Improvements Project
Project #21-10-07
Revised Fee Proposal

Task No.	Basic Services Task Description	Total Hours	Project Principal	Senior Technical Advisor	Project Manager	Senior Engineer (Process)	Staff Engineer (Process)	Staff Engineer (Civil)	Senior Engineer (Structural)	Staff Engineer (Structural)	Senior Engineer (Electrical)	Senior Staff Engineer (Electrical)	Staff Engineer (Electrical)	Senior Engineer (Mechanical)	Process Designer / Drafter	Structural Designer / Drafter	Electrical Designer/ Drafter	Admin Assistant	Total Cost
Task 4.0 - Limited Construction Phase Services																			
4.1	Construction Documents	48			16		8	2		2		2		2	8	8			$ 11,320
4.2	Pre-construction Meeting	36		8	12	8	8												$ 10,820
4.3	Submittals (Assuming 200 Submittals and 100 Resubmittals)	532			40	80	160	40	12	100		60		40					$ 133,250
4.4	Requests for Information (RFI) (Assuming 50 RFIs)	280		16	16	40	64	16	8	32		64		24					$ 74,980
4.5	Change Order Requests	120			24	16	24			16		24		16					$ 32,080
4.6	Contractor Payment Applications	48			48														$ 14,640
4.7	Construction Progress Meetings (24 Month Construction)	280			144	48				48		24		16					$ 81,420
4.8	Project Startup	40			24	8						8							$ 12,200
4.9	Substantial Completion Walk-through	40			8	8				8		8		8					$ 11,320
4.10	Substantial Completion Punchlist	22			8	8				2		2		2					$ 6,590
4.11	Final Completion Walk-through	16			8	8													$ 5,010
4.12	Final Payment Recommendation	4			4														$ 1,220
4.13	As-built Construction Drawings	224			12	8	40	8		16		8		4	48	48	32		$ 45,110
4.14	TCEQ Completion Notification	8				8													$ 2,570
4.15	Review Contractor Compiled O&M Manual	32			4	12	16												$ 8,210
	Subtotals	**1730**	**0**	**24**	**368**	**252**	**320**	**66**	**20**	**224**	**0**	**200**	**0**	**112**	**56**	**56**	**32**	**0**	**$ 450,740**
Task 5.0 - Project Management Services																			
5.1	Work Plan Setup and Monthly Maintenance	28	2		24													4	$ 8,880
5.2	Project Status Reports	32			24													8	$ 8,800
5.3	Project Design Meetings/Workshops	88			80													8	$ 25,880
5.4	City Review Comments	36			32													4	$ 10,500
5.5	Quality Assurance	32			32														$ 9,760
5.6	Bi-Weekly Progress Meetings	240			48	48	48			48		48							$ 64,080
	Subtotals	**456**	**2**	**0**	**240**	**48**	**48**	**0**	**0**	**48**	**0**	**48**	**0**	**0**	**0**	**0**	**0**	**24**	**$ 127,900**
Task 6.0 - Expenses																			
6.1	Travel/Mileage																		$ 30,000
6.2	Reproduction																		$ 5,000
6.3	Shipping																		$ 5,000
	Subtotals	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 40,000**
	Architectural Subconsultant Burditt Land | Place (See Attached for Proposal)																		**$ 115,000**
	Basic Services Design Total																		**$ 2,816,850**
	Additional Services Budgets (Not to Exceed)																		
	Topographic Survey (Provided by City of Huntsville)																		
	Geotechnical Report																		$ 20,000
	SUE Investigation																		$ 25,000
	Environmental																		$ 16,000
	LAN Sub Coordination																		$ 12,100
	Permitting (LAN)																		$ 32,000
	2023 Funding Assistance (LAN)																		$ 8,300
	2024 Funding Assistance (LAN)																		$ 8,500
	Additional Services Total																		**$ 121,900**
	Basic & Additional Services Total																		**$ 2,938,750**

EXHIBIT C

BURDITT
LandIPlace
ARCHITECTURE + LANDSCAPE ARCHITECTURE + URBAN PLANNING

April 22, 2024

Jordon T. Thomas-Harris, PE
LAN Inc.
2925 Briarpark Drive, Suite 400
Houston, TX 77042-3720

RE: City of Huntsville – NB Davidson WWTP
Scope of Services for Architecture

Dear Jordon,

Based upon our understanding of the request, attached Exhibit A provides a proposed Scope of Services and Fees for the Architectural services for the buildings for the NB Davidson WWTP in Huntsville, Texas.

We look forward to further conversations to confirm key information for the buildings for documentation. We are prepared to begin upon approval and execution of this proposal, or another mutually agreed upon agreement.

Thank you for the confidence placed in our firm. Please advise with any questions you have or for comments regarding revisions you see as appropriate.

Very Sincerely,

Mark F. Goulas, AIA,RID
Director of Design

Cc: Charles Burditt, President
J. Shane Howard, Sr. Vice President
Paul Virgadamo, Community and Development Relations

Attachment: Exhibit 'A' Scope of Services and Fees
Exhibit 'B'" 2023 Burditt Consultants Hourly Rate Sheet, Terms and Conditions

Statement of Jurisdiction: The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:
TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337 – AUSTIN, TX 78711-2337

Approval of Proposal of Services

_____**Date**_____
By:

EXHIBIT 'A'
SCOPE OF SERVICES AND FEES

SCOPE OF SERVICES

I. ARCHITECTURAL DOCUMENTS FOR THE NB DAVIDSON WWTP BUILDINGS

A. BUILDING NO.1 - Elevated Operations Building
- 30'x40' Lonestar precast building
- Elevated approximately 20' above grade
- Includes restroom with shower and locker room
- Houses SCADA workstation and testing area

B. BUILDING NO.2 - Blower Building
- 30'x65' ~~Lonestar precast building~~ Pre-Engineered Metal Building
- Houses aeration blowers & climate controlled MCC
- On grade

C. BUILDING NO.3 - Sludge Dewatering Building
- 30'x50' ~~Lonestar precast building~~ Pre-Engineered Metal Building
- Houses screw presses and dewatering equipment
- On grade

II. ARCHITECTURL SERVICES:

A. Conduct a Project Kickoff Meeting. During this meeting tasks will be addressed, and goals and objectives reaffirmed.
B. During the initial meeting we will confirm design intentions, limits of the work, and team member roles.
C. Initiate a preliminary review of relevant regulatory and current code requirements. Review geotechnical report and recommendations.
D. Review detention pond study and recommendations from LAN civil engineer.
E. Identify preliminary site location and site utilities, storm drainage, grading, and any additional site elements required for facility.
F. Identify preliminary structural system and coordinate with LAN plans.
G. Prepare outline specifications to identify major components.
H. Develop and present to the Client proposed design for review and selection.
I. Issue review set of documents to for review at 50% and 90% preliminary completion.

III. DELIVERABLES:

A. Provide the complete sealed architectural drawings to include but not limited to building dimensional plan, roof plan, exterior elevations, building section, and architectural details.
B. Exterior building elevations to convey architectural style, overall geometry, and materials.
C. Building Sections showing relationship of primary building elements.
D. Diagrammatic layouts of Building for LAN structural and MEPF systems design.
E. Outline form of project specifications.
F. Provide digital copies of all contract documents (.pdf) to the Client.

- General Project information, location, and building code analysis information.
- Plans including dimensional floor plan and annotative floorplan, roof plan, exterior and interior elevations.
- Building section as appropriate to identify spaces, systems, and structure.
- Door, window, and room schedules.
- Construction related component details and specifications.

G. Register project with Texas Department of Licensing and Regulations as required (associated fees provided by Client).

H. Submit signed and sealed plans to Registered Accessibility Specialist for plan review services (associated fees provided by Client).

I. Prepare responses to questions or requests to clarification from AHJ comments. The effort for this task includes two (2) rounds of ordinary and reasonable comments from the AHJ and Client. Effort required for additional revisions will be considered additional services.

J. Respond to requirements as cited by Registered Accessibility Specialist (RAS).

IV. LAN PROVIDED ITEMS:

- Revit base files and title blocks
- Structural design + documentation
- Electrical design + documentation
- Specification templates
- Site Survey
- Geotechnical Report
- Civil design + documentation
- Submit sealed documents to authority having jurisdiction (AHJ) for permit review and address associated comments.
- Incorporate design requirements of governmental authorities having jurisdiction over the Project.
- Coordinate necessary documentation of the design required to obtain a site and building permit in the jurisdiction in which the Project it located.
- Assist Client with their obligation to file for regulatory approvals.

V. SERVICES FEE PROPOSAL - BASIC ARCHITECTURAL COMPENSATION

Basic Services on the proposed Scope of Service and project requirements currently understood Fixed Fee/Lump Sum amounts are billed according to the percentage of completion of each phase task. We proposed the following fees for the services:

ARCHITECTURAL

Pre-Design/Schematic Design	$ 13,500.00
Design Development	$ 20,250.00
Construction Documents	$ 81,000.00
Bidding and Negotiation	$ 6,750.00
Construction Administration	$ 13,500.00
Total Architectural Services	**$ 135,000.00**

ENGINEERING + CONSULTANTS

Structural Engineering – LAN	$ LAN SERVICE
Civil Engineering – LAN	$ LAN SERVICE
MEP Engineering – LAN	$ LAN SERVICE
Permit Service – LAN	$ LAN SERVICE
ADA Plan review + Site Inspection	$ TBD . .
TOTAL FEES	**$ 135,000.00**

Work performed on any additional services will be hourly as scheduled in Exhibit "B."

ADDITIONAL SERVICES

Work considered extra and requiring additional fees would include work in areas beyond the above scope, preparation of more than one Design Development package, extensive presentations to the owner or authorities. Additional services will be performed at an agreed upon lump sum or the above hourly rates.

CLIENT CHANGE OF PROJECT SCOPE:

Increases to Project Scope and Program beyond those addressed in Scope of Services may be considered Additional Services and require mutually agreed upon fee adjustments.

NECESSARY REIMBURSABLE EXPENESES:

Reimbursable Expenses such as copies, printing, CAD plots, boards for presentation, will be additional expenses and shall be invoiced at cost plus ten percent (10%). Communication to and approval by the Client is required prior to procurement of reimbursable expenses.

EXCLUSIONS TO BASIC SERVICES:

The Architect has reasonably relied upon the CLIENT's initial project information and understanding when identifying Basic Services above and calculating compensation. If the CLIENT requests for any of the following, the task shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT's published 2023 hourly rates (attached) or fixed fees with prior approval by the CLIENT, or as an Additional Sub-Consultant service:

- Evaluating substitutions proposed by the Client and making subsequent revisions to the drawings or specifications due to incorporation of the substitution.
- Archaeological Studies or Services.
- Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, etc.).
- Geotechnical engineering and report.
- Ecological/Environmental or Hazardous Studies or Assessments.
- Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- Landscape and Irrigation Design.
- Re-design of key elements of project after Owner Approval has been given.
- Fire Alarm/Suppression System Design.
- Telecommunications/Data Design.

- Audio/Video Design.
- Security Surveillance Design.
- Lightning Protection Systems/Design.
- Emergency Power Generation Systems/Design.
- Off-site utility infrastructure Engineering/Design.
- Material testing and special inspection services and fees.
- Design of off-site utility infrastructure improvements.
- Preparation of easements by separate instrument.
- Construction staking.
- Record Drawings and Specifications
- Contractor As-Built Plans.
- Traffic impact analysis and Traffic Engineering.
- LEED Design and Application/Audit.
- TDLR Fees with registration review and inspection for T.A.S. compliance.
- USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- All permits and/or fees as required by local authorities having jurisdiction.

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EXHIBIT 'B'
2024 HOURLY RATES

HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES. Hourly Basis Rates for Professional Services not covered under Basic Services and requested by Owner shall be at the following rates:

CLASSIFICATION	HOURLY RATE
Principal	$225
Program Manager	$200
Project Manager	$175
Project Architect/Landscape Architect	$200
Senior Planner	$160
Senior Urban Forester	$160
Wetland Scientist	$150
Natural Resource Planner/Forester	$150
Planning Associate	$150
Licensed Irrigator	$150
Geographic Information Systems (GIS) Planner	$135
Architecture/Landscape Architecture Associate	$115
CAD Designer II	$ 90
CAD Designer I	$ 80
Administrative Assistant II	$ 70
Administrative Assistant I	$ 55

Invoices are prepared monthly with payments due 30 days of receipt. ~~Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date~~. Sub-consultants not currently required by project and approved by Client shall be invoiced at cost plus ten percent (10%). Necessary reimbursable expenses approved by Client shall be invoiced at Cost plus ten percent (10%).

~~**TERMS AND CONDITIONS**~~ Removed

EXHIBIT C

11133 I-45 South, Building T
Conroe, Texas 77302
P (936) 539-1384
Terracon.com

February 28, 2024

LAN-Inc.
2925 Briarpark Drive, Suite 400
Houston, Texas 77042

Attn: Jordon Thomas-Harris, P.E.

RE: Cost Estimate for Geotechnical Engineering Services
NB Davidson WWTP Expansion and Improvements
1859 Camellia Drive
Walker County, Texas
Terracon Document No. P97245013.Revision2

Dear Mr. Thomas-Harris:

We appreciate the opportunity to submit this cost estimate to LAN-Inc. (LAN) to provide Geotechnical Engineering services for the above referenced project. The following exhibits outline the scope of services to be performed by Terracon for this project and provides an

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plans

Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Task Order to our office. The Task Order refers to the previously signed Master Agreement between Lockwood, Andrews & Newnam, Inc. (LAN) and Terracon dated October 19, 2006. If you have any questions, please do not hesitate to contact us.

Sincerely,
Terracon
(Texas Firm Registration No. F-3272)

Rebecca C. Rice, P.E.
Project Engineer

Bobbie Sue Hood, P.E.
Geotechnical Services Manager

EXHIBIT C

Reference Number: P97245013

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 10/19/2006 between Lockwood, Andrews & Newnam, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the NB Davidson WWTP Expansion and Improvements project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 02/28/2024 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. **Project Information**

   See Terracon Document No. P97245013.Revision2 dated February 28, 2024

2. **Scope of Services** The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

   See Terracon Document No. P97245013.Revision2 dated February 28, 2024

3. **Compensation** Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

   See Terracon Document No. P97245013.Revision2 dated February 28, 2024

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Lockwood, Andrews & Newnam, Inc.**
By:	Bobbie Sue Hood	Date: **2/28/2024**	By:	Date:
Name/Title:	**Bobbie Sue Hood / Principal**	Name/Title:	**Jordon Thomas-Harris**
Address:	**11133 Interstate 45 S Ste T**	Address:	**2925 Briarpark Dr Suite 400**
	Conroe, TX 77302-5838		**Houston, TX 77042-3720**
Phone:	**(936) 539-1384** Fax: **(936) 539-9622**	Phone:	**(713) 821-0379** Fax:
Email:	**Bobbie.Hood@terracon.com**	Email:	**JTThomas-Harris@lan-inc.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by LAN and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request LAN and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by LAN on February 6, 2024. The request included Google Earth images showing the site location along with Exhibits showing the planned improvements.
Project Description	The project includes various improvements to the wastewater treatment plant (WWTP) including: ▪ Headworks – Elevated structure with top of slab 379.05 feet, top of grit removal unit wall 371.05 feet ▪ SBR and Equalization Basin – Below-grade structure, 136.5 feet by 106 feet with a wall height of 23 feet. The bottom of the slab is planned to be 11.5 feet below existing natural grade. ▪ Operations Building – Footprint 40 feet by 30 feet. The building is planned to be elevated on a platform 16 feet above grade with a concrete platform and columns. ▪ Blower/MCC Building – Footprint 30 feet by 65 feet. Anticipated to be either CMU block or steel frame construction. ▪ Sludge Processing Building – Footprint approximately 30 feet by 50 feet. Anticipated to be either CMU block or steel frame construction. ▪ Generator Pad – Footprint approximately 10 feet by 15 feet ▪ Future UV Disinfection Basin – Approximately 50 feet by 20 feet with a wall height of 11.0 feet and bottom slab at 8.25 feet below natural grade. ▪ Future Disk Filter Basin – Footprint 24.5 by 33 feet with bottom slab at about 10 feet below natural grade. ▪ Future Discharge Structure – Outfall pipe with wingwalls.

Item	Description
Project Description (continued)	Additionally, we understand the WWTP access road as well as the existing 18-inch force main and 6-inch waterline are planned to be reconstructed along with the 18-inch force main and 6-inch waterline. The total length of the utility and road reconstruction is about 2,700 linear feet. The utilities are planned to have about 4 feet of cover.
Anticipated Foundation Systems	Headworks – Either drilled-and-underreamed footings, drilled straight shaft footings, or a mat slab SBR and Equalization Basins – Below-grade structures with thickened grade-supported slabs Buildings – Shallow spread/strip footings on monolithically-poured slabs-on-grade, drilled-and-underreamed footings, or drilled straight shafts Future UV Disinfection Basin and Disk Filter Basin – Below-grade structures with thickened grade-supported slabs Future Discharge Structure – Concrete wingwalls or strip footings
Finished Grade	Within about 2 feet of existing grade based on site survey and natural grade elevations shown on the drawings. We assume finished grade along the road is planned to be within 6 inches of the current grade.
Building Code	2018 IBC
Access Road	We anticipate traffic along the access road is planned to consist primarily of maintenance vehicles and occasional heavy-duty trucks. We assume paving is planned to consist of either asphaltic concrete pavement or concrete pavement.

Site Location

Item	Description
Parcel Information	The project is located within the existing NB Davidson WWTP located west of the entrance at 1859 Camellia Drive in Walker County, Texas. (See Exhibit D)
Existing Improvements	Existing WWTP with various basins, support buildings and equipment pads, and a lift station. Most of the proposed improvements are located within the existing drying beds. The WWTP access road is asphalt-paved with grass and trees on both sides of the road.

Item	Description
Current Ground Cover	Grass outside the drying beds.
Existing Topography	The site gently slopes down toward the west/southwest with ground surface elevations ranging from about 356 feet to 346 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our track- or ATV-mounted drilling equipment and support vehicles during normal business hours.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

LAN requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) [1,2]	Planned Location [3]
B-1 through B-4	30	SBR and Equalization Basins, Operations and Blower/MCC Buildings, and Headworks
B-5	20	Sludge Building
B-6	15	Discharge Structure
B-7 through B-12	10	Access Road and Utility Alignment

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. Total drilling footage is planned to be 205 feet.
3. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with an ATV-mounted drill rig using continuous flight augers and rotary wash boring techniques. Six samples will be obtained in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon's Scope of Services include private utility locating services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this document as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg Limits
- Percent passing the No. 200 Sieve
- Unconfined compressive strength

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs

- Seismic site classification
- Lateral earth pressure recommendations
- Excavation considerations and temporary groundwater control
- Utility bedding and backfill recommendations
- Pavement design guidelines

In addition to an emailed report, your project will also be delivered using our **Client Portal**, now called **Compass.** Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Project information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee[2]
Subsurface Exploration[1], Laboratory Testing, Geotechnical Consulting and Reporting	$13,000
Private Utility Locate	$1,200
Total	$14,200

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $1,250 would be invoiced. A drill crew standby rate of $275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the cost estimate.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental document stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule [1, 2]
Project Planning	5 working days after notice to proceed
Field Mobilization	7 to 10 working days after notice to proceed
Site Characterization	10 working days after completion of field program
Geotechnical Engineering	15 working days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

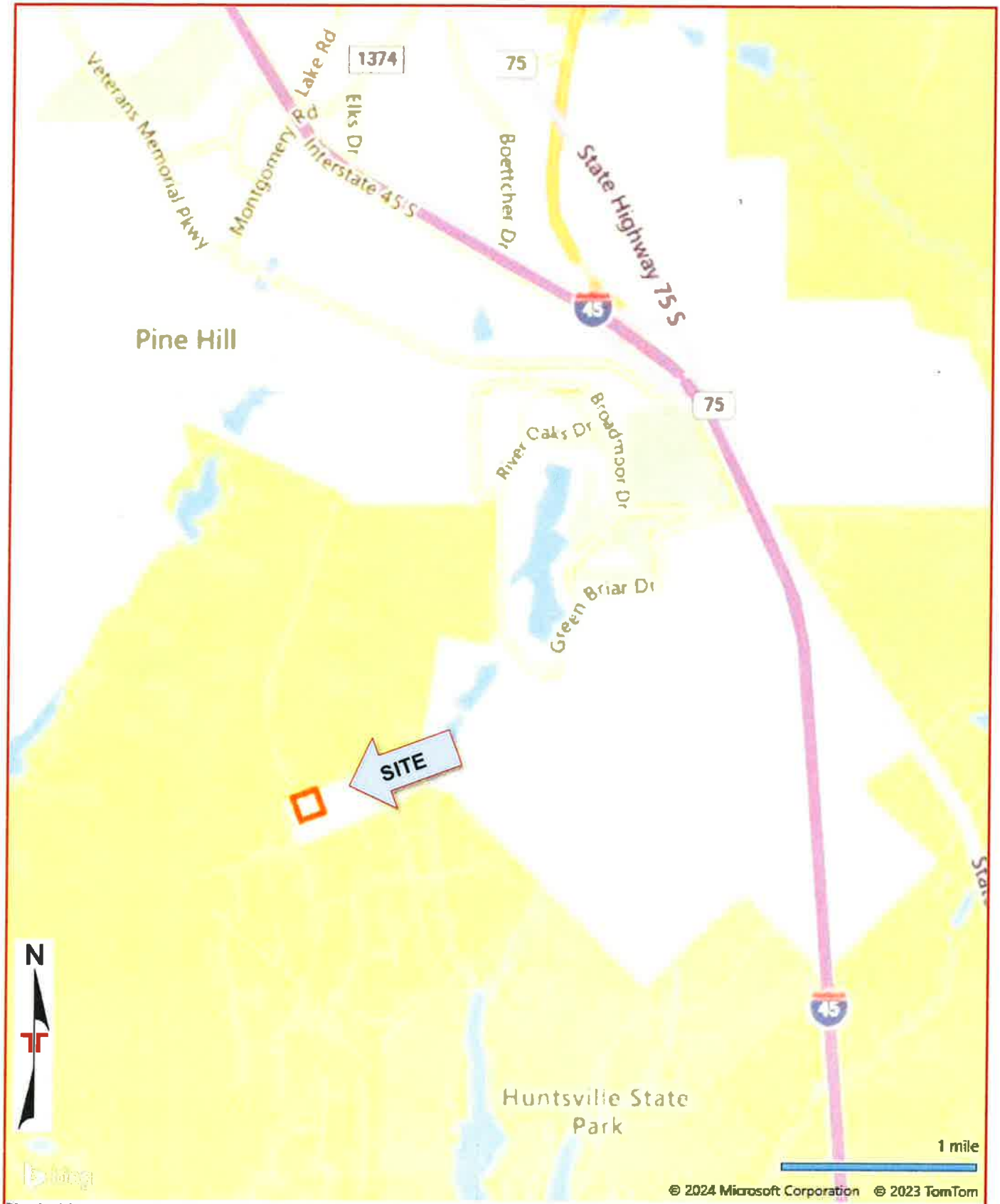


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

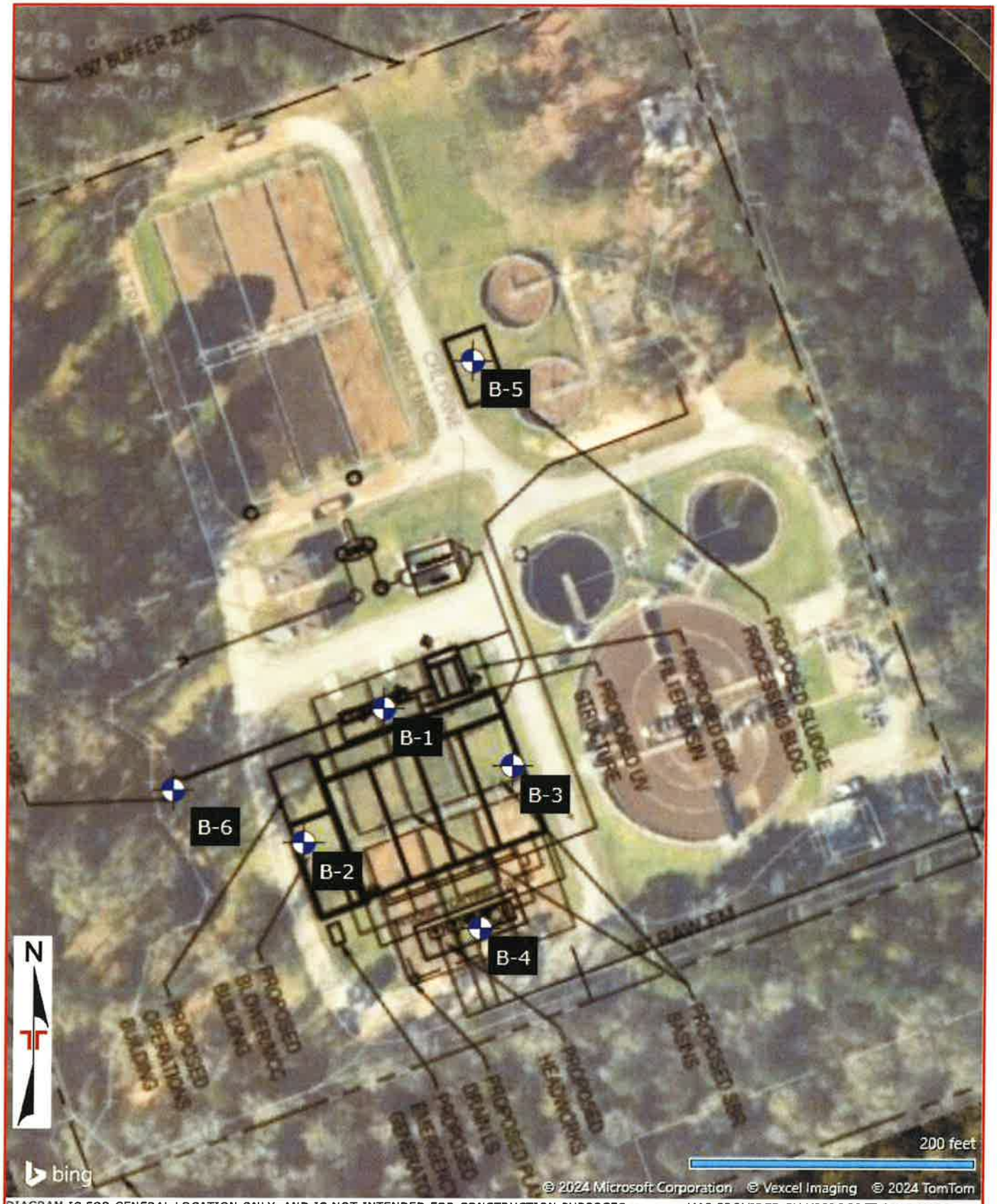


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT C

Geotechnical Engineering Services
› Expansion and Improvements | Walker County, Texas
| Terracon Document No. P97245013.Revision2

Anticipated Exploration Plan

ERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT B

EXHIBIT D

CITY OF HUNTSVILLE
N.B. DAVIDSON WWTP
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
ALTERNATIVE 1 – PEAK WET WEATHER FLOW TREATMENT (6.5 MGD)

Engineer's Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	COST
G-1	Stormwater Pollution Protection Plan	1	LS	$25,000	$25,000
G-2	Demolition Including Sludge Transfer	1	LS	$270,000	$270,000
G-3	Bypass Pumping	4	WK	$5,000	$20,000
G-4	Sheeting, Shoring, & Dewatering	1	LS	$200,000	$200,000
CIV - 1	Site Work Including Rough Grading, Plant Road, Concrete Walkways, Final Grading, and Hydromulching	1	LS	$200,000	$200,000
CIV - 2	Misc. Yard Piping	1	LS	$500,000	$500,000
CIV - 3	Install 18-inch PVC Force Main	2,680	LF	$212	$568,160
CIV - 4	Remove and Replace Air Relase Valves along Existing 18-inch Force Main	2	EA	$1,500	$3,000
CIV - 5	Remove and Replace Blowoff Assembly along Existing 18-inch Force Main	2	EA	$2,000	$4,000
CIV - 6	Remove and Replace 12' Asphalt Pavement	2,680	LF	$200	$536,000
CIV - 7	Install 6-inch PVC Waterline	3,000	LF	$50	$150,000
LS - 1	LS Bypass Pumping	8	WK	$1,500	$12,000
LS - 2	Furnish 1.5 MGD LS Pump and Appurtenances	1	EA	$48,500	$48,500
LS - 3	Install 1.5 MGD LS Pump and Appurtenances	1	EA	$50,000	$50,000
LS - 4	Furnish 2.5 MGD LS Pump and Appurtenances	3	EA	$128,000	$384,000
LS - 5	Install 2.5 MGD LS Pump and Appurtenances	3	EA	$50,000	$150,000
HW-1	Concrete for Headworks	1	LS	$500,000	$500,000
HW-2	Funish Drum Screens; Including Submittal, Startup, & O&M Manual	1	LS	$258,500	$258,500
HW-3	Furnish Vortex Grit Unit; Including Submittal, Startup, & O&M Manual	1	LS	$480,000	$480,000
HW-4	Furnish Manual Bar Screen; Including Submittal, Startup, & O&M Manual	1	LS	$25,000	$25,000
HW-5	Funish Misc. Headworks Piping, Valves, and Fittings	1	LS	$100,000	$100,000
HW-6	Install Drum Screens	1	LS	$40,000	$40,000
HW-7	Install Vortex Grit Unit	1	LS	$60,000	$60,000
HW-8	Install Manual Bar Screen	1	LS	$15,000	$15,000
HW-9	Install Misc. Headworks Piping, Valves, and Fittings	1	LS	$60,000	$60,000
SBR-1	Concrete for SBR and EQ Basin	1	LS	$3,427,000	$3,427,000
SBR-2	Furnish 4 Basin 6.5MGD SBR Equipment Including Aeration Blowers, WAS Pumps, Jet Motive Pumps, Jet Aeration Manifold, Sludge Collection Manifold, Decanter, Misc. Hardware & Supports, Control Valves, Instrumentation, Submittals, Startup, & O&M Manuals, and Services	1	LS	$2,400,000	$2,400,000
SBR-3	Furnish Misc. SBR Piping (Not Provided by Vendor)	1	LS	$150,000	$150,000
SBR-4	Install SBR Equipment and Piping	1	LS	$230,000	$230,000
BB-1	Blower Building Structure	1	LS	$2,000,000	$2,000,000
DF -1	Concrete for Disk Filters	1	LS	$121,900	$121,900
DF -2	Furnish Disk Filter Equipment; Including Submittal, Startup, and O&M Manual	1	LS	$503,500	$503,500
DF -3	Furnish Disk Filter Gates	1	LS	$40,000	$40,000
DF -4	Furnish Disk Filter Crane	1	LS	$60,000	$60,000
DF -5	Furnish Disk Filter Covers	1	LS	$25,000	$25,000
DF -6	Install Disk Filter Equipment and Piping	1	LS	$100,000	$100,000
DF -7	Install Disk Filter Gates	1	LS	$10,000	$10,000
DF -8	Install Disk Filter Crane	1	LS	$10,000	$10,000
DF -9	Install Disk Filter Covers	1	LS	$10,000	$10,000
UV - 1	Concrete for UV Disinfection System & NPW Basin	1	LS	$28,700	$28,700
UV - 2	Furnish UV Disinfection System; Including Submittal, Startup, & O&M Manual	1	LS	$372,000	$372,000
UV - 3	Furnish Misc. UV Disinfection Piping, Valves, and Fittings	1	LS	$10,000	$10,000
UV - 4	Install UV Disinfection System	1	LS	$20,000	$20,000
UV - 5	Install Misc. UV Disinfection Piping, Valves, and Fittings	1	LS	$10,000	$10,000
NPW - 1	Furnish Nonpotable Water System; Including Submittal, Startup, & O&M Manual	1	LS	$98,000	$98,000
NPW - 2	Install Nonpotable Water System	1	LS	$16,000	$16,000
NPW - 3	Concrete for Nonpotable Water System	1	LS	$85,000	$85,000
NPW - 4	Funish Misc. Nonpotable Water System Piping, Valves, and Fittings	1	LS	$31,000	$31,000
SP -1	Furnish Dewatering System (Screw Press, Conveyor, Ploymer System)	1	LS	$595,000	$595,000
SP-2	Furnish Dewatering Building	1	LS	$500,000	$500,000
SP-3	Install Dewatering Equipment, Including Misc. Piping and Appurt.	1	LS	$150,000	$150,000
SP-4	Install Dewatering Building	1	LS	$120,000	$120,000
PD - 1	Furnish Plant Drain Package LS; Including Submittal, Startup, & O&M Manual	1	LS	$82,000	$82,000
PD - 2	Install Plant Drain Package LS	1	LS	$80,000	$80,000
PD - 3	Excavation and Backfill for Plant Drain Package LS	1	LS	$42,000	$42,000
ELEC - 1	Misc. Electrical; Including SCADA & Back-up Generator	1	LS	$3,750,000	$3,750,000
	Treatment Plant Testing and Start-up	1	LS	$15,000	$15,000
				Subtotal	$19,752,000
				Mobilization (10%)	$1,976,000
				Insurance & Bonds (3%)	$593,000
				Contingency (30%)	$6,697,000
				Total OPCC	**$29,018,000**

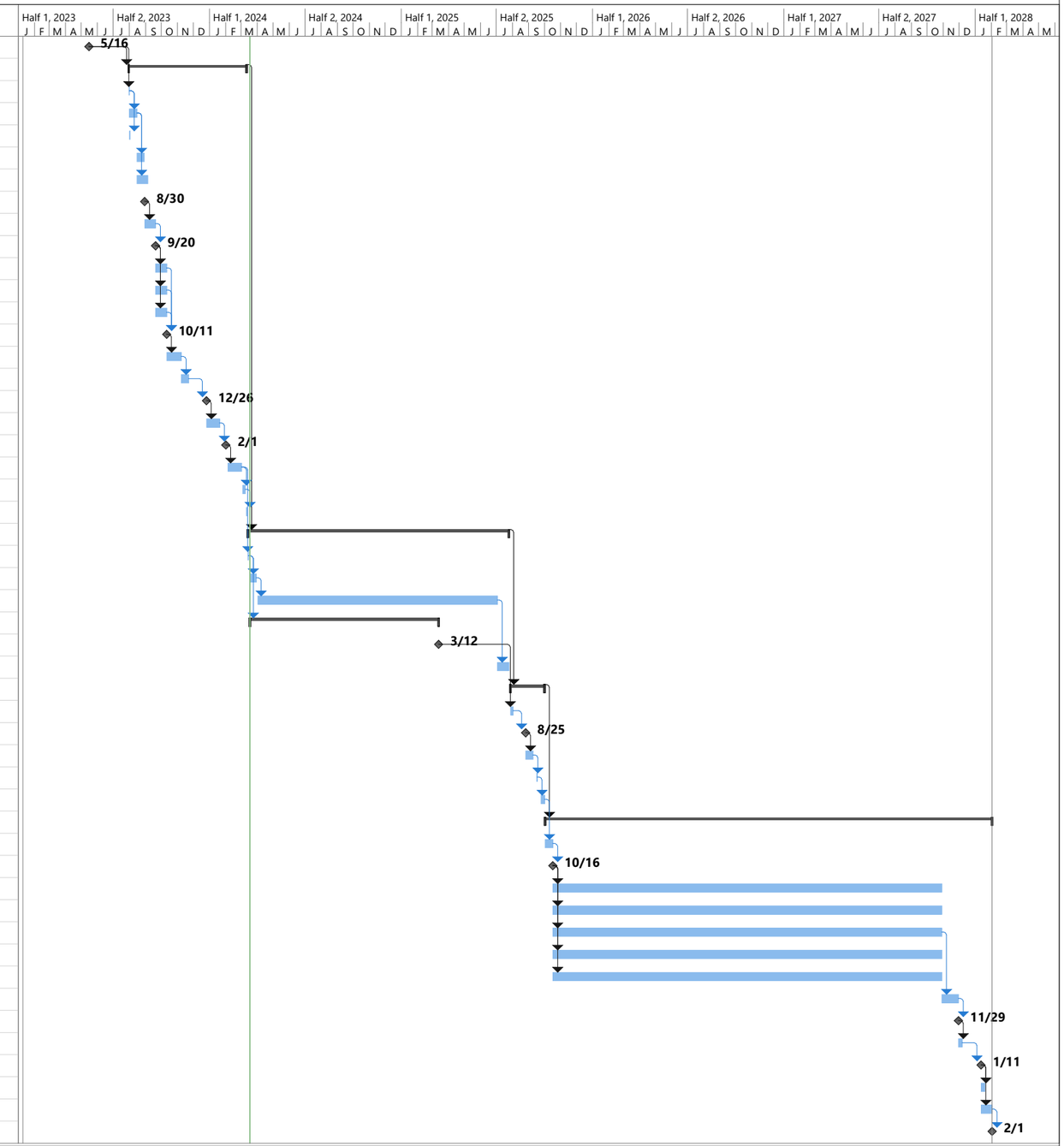
1. The opinions of probable construction cost or project cost provided herein are made on the basis of the engineer's experience and qualifications and represent the engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the engineer has no control over the cost of labor, materials, equipment or services furnished by others, or contractor's methods of determining prices, or competitive bidding or market conditions, the engineer cannot and does not guarantee that bids or actual construction costs will not vary from the opinions of probable construction cost or project cost prepared by the engineer. If the Client requires greater assurance as to probable construction cost or project cost, the Client should employ an independent cost estimator.

2. The OPCC costs presented herein are tied to the January 2024 Construction Cost Index (13175) as published by the Engineering News-Record.

EXHIBIT E

City of Huntsville
N.B. Davidson WWTP Expansion and Improvements Project
Preliminary Project Schedule
Project ID#21-10-07

ID	Task Name	Duration	Start	Finish
1	**Council Award**	**0 days**	**Tue 5/16/23**	**Tue 5/16/23**
2	**Task 1.0 – Preliminary Design Services:**	**220 days**	**Mon 7/31/23**	**Mon 3/11/24**
3	**Task 1.1: Attend a project kick-off meeting**	1 day	Mon 7/31/23	Mon 7/31/23
4	Task 1.2: Review historical WWTP historical documents	10 days	Tue 8/1/23	Mon 8/14/23
5	Task 1.3: Conduct Site Visit at WWTP with Owner's Operations Staff	1 day	Tue 8/1/23	Tue 8/1/23
6	Task 1.4: Obtain and review WWTP Operational Data	10 days	Tue 8/15/23	Mon 8/28/23
7	Task 1.5: Verify Flow Projections	15 days	Tue 8/15/23	Mon 9/4/23
8	**Task 1.5.1: Hold Flow Verification Workshop**	**0 days**	**Wed 8/30/23**	**Wed 8/30/23**
9	Task 1.6: Design Concept Review (DCR)	15 days	Wed 8/30/23	Tue 9/19/23
10	**Task 1.7: Hold DCR Workshop with Owner**	**0 days**	**Wed 9/20/23**	**Wed 9/20/23**
11	Task 1.8: Perform Hydraulic Evaluation of Elkins Dam LS and Existing NB Davidson WWTP	15 days	Wed 9/20/23	Tue 10/10/23
12	Task 1.9: Meet with equipment manufacturers	15 days	Wed 9/20/23	Tue 10/10/23
13	Task 1.10: Evaluate Design Alternatives	15 days	Wed 9/20/23	Tue 10/10/23
14	**Task 1.11: Facilitate Design Alternatives Meeting w City**	**0 days**	**Wed 10/11/23**	**Wed 10/11/23**
15	Task 1.12: Prepare Draft Master Plan/Preliminary Engineering Report (PER)	20 days	Wed 10/11/23	Tue 11/7/23
16	Task 1.13: Internal Quality Control (QC)	10 days	Wed 11/8/23	Tue 11/21/23
17	**Task 1.14: Submit Draft PER to Owner**	0 days	Tue 12/26/23	Tue 12/26/23
18	Task 1.15: Owner PER Review and Comment	18 days	Tue 12/26/23	Fri 1/19/24
19	**Task 1.16: Facilitate Comment Resolution Meeting**	**0 days**	**Thu 2/1/24**	**Thu 2/1/24**
20	Task 1.17: Prepare Final PER	20 days	Mon 2/5/24	Fri 3/1/24
21	Task 1.18: City Information Gathering Period	5 days	Mon 3/4/24	Fri 3/8/24
22	**Task 1.18: Submit Final PER**	**1 day**	**Mon 3/11/24**	**Mon 3/11/24**
23	**Task 2.0 – Final Design Services:**	**492 days**	**Thu 3/14/24**	**Thu 7/24/25**
24	Task 2.1: Attend final design kick-off meeting	1 day	Thu 3/14/24	Thu 3/14/24
25	Task 2.2: Prepare & Submit TCEQ Permitting Document	10 days	Mon 3/18/24	Fri 3/29/24
26	Task 2.3: Obtain TCEQ WWTP Permit	452 days	Tue 4/2/24	Wed 7/2/25
27	Task 2.4: Complete detailed engineering design	253 days	Mon 3/18/24	Wed 3/12/25
49	**Task 2.6: Prepare and submit final (100%) signed/sealed "Issued for Bid" construction drawings**	**0 days**	**Wed 3/12/25**	**Wed 3/12/25**
50	Task 2.7: Prepare and submit to TCEQ "Project Summary Letter"	15 days	Thu 7/3/25	Thu 7/24/25
51	**Task 3.0 – Bidding Services:**	**65 days**	**Mon 7/28/25**	**Tue 9/30/25**
52	Task 3.1: Produce electronic (PDF) "Issued for Bid" construction documents	5 days	Mon 7/28/25	Fri 8/1/25
53	Task 3.2: Attend and participate in pre-bid meeting	0 days	Mon 8/25/25	Mon 8/25/25
54	Task 3.3: Review questions submitted by prospective bidders	10 days	Tue 8/26/25	Mon 9/8/25
55	Task 3.4: Attend bid opening	1 day	Tue 9/16/25	Tue 9/16/25
56	Task 3.5: Review bids, prepare bid tabulation, evaluate the qualifications of the apparent successful bidder	5 days	Wed 9/24/25	Tue 9/30/25
57	**Task 4.0 – Limited Construction Services:**	**836 days**	**Thu 10/2/25**	**Tue 2/1/28**
58	Task 4.1: Prepare conformed "Issued for Construction" documents	15 days	Thu 10/2/25	Thu 10/16/25
59	Task 4.2: Participate in a pre-construction meeting	0 days	Thu 10/16/25	Thu 10/16/25
60	Task 4.3: Review general contractor submittals	730 days	Fri 10/17/25	Thu 10/28/27
61	Task 4.4: Review general contractor requests for information (RFI)	730 days	Fri 10/17/25	Thu 10/28/27
62	Task 4.5: Review general contractor change order requests	730 days	Fri 10/17/25	Thu 10/28/27
63	Task 4.6: Review monthly general contractor payment applications	730 days	Fri 10/17/25	Thu 10/28/27
64	Task 4.7: Attend monthly construction progress meetings	730 days	Fri 10/17/25	Thu 10/28/27
65	Task 4.8: Assist Owner plant operations staff in startup	30 days	Fri 10/29/27	Mon 11/29/27
66	**Task 4.9: Attend substantial completion walk-through**	**0 days**	**Mon 11/29/27**	**Mon 11/29/27**
67	Task 4.10: Prepare comprehensive action items punch list	7 days	Tue 11/30/27	Mon 12/6/27
68	Task 4.11: Attend final completion walk-through	0 days	Tue 1/11/28	Tue 1/11/28
69	Task 4.12: Prepare and submit project "Completion Notification" to TCEQ	7 days	Wed 1/12/28	Tue 1/18/28
70	Task 4.13: Prepare as-built construction drawings	21 days	Wed 1/12/28	Tue 2/1/28
71	**Task 4.14: Submit final as-built construction drawings**	**0 days**	**Tue 2/1/28**	**Tue 2/1/28**



Proposed Project Schedule - NB Davidson WWTP Replacement
Date: Mon 3/28/24

EXHIBIT F

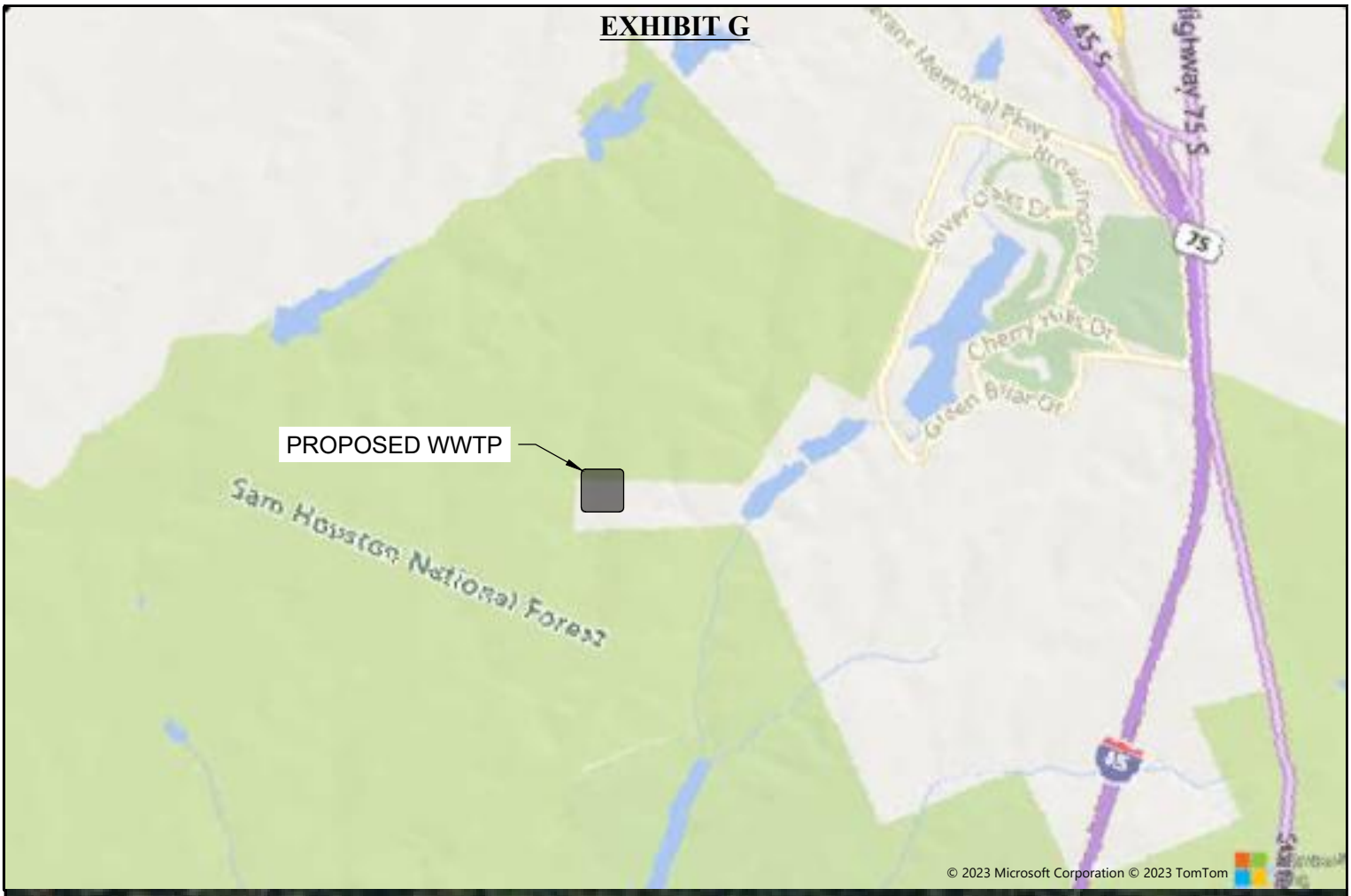
CITY OF HUNTSVILLE
N.B. DAVIDSON WWTP EXPANSION AND IMPROVEMENTS
PROJECT #21-10-07
DRAWING INDEX - DRAFT

PAGE NO.	SHEET NO.	SHEET TITLE
		GENERAL
1	G00.000	COVER SHEET
2	G00.001	DRAWING INDEX
3	G00.002	GENERAL NOTES
4	G00.601	HYDRAULIC PROFILE
5	G00.602	PROCESS FLOW DIAGRAM
6	G00.603	SLUDGE FLOW DIAGRAM
		SURVEY
7	V00.101	SURVEY CONTROL SHEET
		DEMOLITION & PHASING PLAN
8	X00.001	DEMOLITION GENERAL NOTES AND SYMBOLS
9	X00.101	OVERALL DEMOLITION PLAN
10	X01.101	PRELIMINARY TREATMENT DEMO PLAN
11	X01.301	PRELIMINARY TREATMENT DEMO SECTION
12	X02.101	AERATION BASIN DEMO PLAN
13	X02.301	AERATION BASIN DEMO SECTIONS AND DETAILS
14	X03.101	CLARIFIER DEMO PLAN
15	X03.301	CLARIFIER DEMO SECTIONS AND DETAILS
16	X04.101	CHLORINE CONTACT BASIN DEMO PLAN
17	X04.102	DECHLORINATION CHAMBER DEMO PLAN
18	X04.103	CHLORINE BUILDING DEMO PLAN
19	X04.104	DE-CHLORINATION BUILDING DEMO PLAN
20	X04.301	CHLORINE CONTACT BASIN DEMO SECTIONS AND DETAILS
21	X04.302	DECHLORINATION CHAMBER DEMO SECTIONS AND DETAILS
22	X04.303	CHLORINE BUILDING DEMO SECTIONS AND DETAILS
23	X04.304	DE-CHLORINATION BUILDING DEMO SECTIONS AND DETAILS
24	X05.101	SLUDGE DRYING BEDS DEMO PLAN
25	X05.301	SLUDGE DRYING BEDS DEMO SECTIONS AND DETAILS
		CIVIL
27	C00.001	GENERAL CIVIL NOTES
28	C00.002	POINT TABLE
29	C00.100	INITIAL SITE CLEARING AND GRUBBING
30	C00.101	EXISTING OVERALL SITE PLAN
31	C00.102	PROPOSED OVERALL SITE PLAN
32	C00.103	EXISITING TOPOGRAPHY PARTIAL PLAN 1 OF 2
33	C00.104	EXISITING TOPOGRAPHY PARTIAL PLAN 2 OF 2
34	C00.105	DIMENSION CONTROL AND PAVING PARTIAL PLAN SHEET 1 OF 2
35	C00.106	DIMENSION CONTROL AND PAVING PARTIAL PLAN SHEET 2 OF 2
36	C00.107	GRADING PARTIAL PLAN SHEET 1 OF 2
37	C00.108	GRADING PARTIAL PLAN SHEET 2 OF 2
38	C00.109	EXISTING YARD PIPING PLAN
39	C00.110	YARD PIPING PARTIAL PLAN SHEET 1 OF 2
40	C00.111	YARD PIPING PARTIAL PLAN SHEET 2 OF 2
41	C00.112	YARD PIPING TIE-INS SHEET 1 OF 2
42	C00.113	YARD PIPING TIE-INS SHEET 2 OF 2
43	C00.001	ACCESS EASEMENT PLAN AND PROFILE STA. 1+00 TO STA 5+00
44	C00.002	ACCESS EASEMENT PLAN AND PROFILE STA. 5+00 TO STA 10+00
45	C00.100	ACCESS EASEMENT PLAN AND PROFILE STA. 10+00 TO STA 15+00
46	C00.101	ACCESS EASEMENT PLAN AND PROFILE STA. 15+00 TO STA 20+00
47	C00.102	ACCESS EASEMENT PLAN AND PROFILE STA. 20+00 TO STA 25+00
48	C00.501	STANDARD CIVIL DETAILS SHEET 1 OF 5
49	C00.502	STANDARD CIVIL DETAILS SHEET 2 OF 5
50	C00.503	STANDARD CIVIL DETAILS SHEET 3 OF 5
51	C00.504	STANDARD CIVIL DETAILS SHEET 4 OF 5
52	C00.505	STANDARD CIVIL DETAILS SHEET 5 OF 5
		PROCESS
53	D00.001	PROCESS SYMBOLS & ABBREVIATIONS
54	D00.002	PROCESS FLOW DIAGRAM SYMBOLS & ABBREVIATIONS
55	D00.501	PROCESS MECHANICAL DETAILS SHEET 1 OF 6
56	D00.502	PROCESS MECHANICAL DETAILS SHEET 2 OF 6
57	D00.503	PROCESS MECHANICAL DETAILS SHEET 3 OF 6
58	D00.504	PROCESS MECHANICAL DETAILS SHEET 4 OF 6
59	D00.505	PROCESS MECHANICAL DETAILS SHEET 5 OF 6
60	D00.506	PROCESS MECHANICAL DETAILS SHEET 6 OF 6
61	D01.101	ELKINS LAKE DAM LIFT STATION - PUMP REPLACEMENT PLAN
62	D01.102	ELKINS LAKE DAM LIFT STATION - PUMP REPLACEMENT SECTIONS
63	D02.101	HEADWORKS - UPPER PLAN ELEV. XXX.XX'
64	D02.102	HEADWORKS - LOWER PLAN ELEV. XXX.XX'
65	D02.301	HEADWORKS - SECTIONS SHEET 1 OF 2
66	D02.302	HEADWORKS - SECTIONS SHEET 2 OF 2
67	D02.501	HEADWORKS - DETAILS SHEET 1 OF 2
68	D02.502	HEADWORKS - DETAILS SHEET 2 OF 2
69	D03.101	SEQUESNCING BATCH REACTOR BASIN PLAN
70	D03.102	SEQUESNCING BATCH REACTOR BASIN ENLARGED PLAN SHEET 1 OF 2
71	D03.103	SEQUESNCING BATCH REACTOR BASIN ENLARGED PLAN SHEET 2 OF 2
72	D03.104	PLANT AIR PIPING PLAN
73	D03.105	RAS-WAS PUMP STATION PLAN
74	D03.106	BLOWER & MCC BUILDING PLAN
75	D03.107	OPERATIONS BUILDING PLAN
76	D03.301	SEQUESNCING BATCH REACTOR BASIN SECTION SHEET 1 OF 3
77	D03.302	SEQUESNCING BATCH REACTOR BASIN SECTION SHEET 2 OF 3
78	D03.303	SEQUESNCING BATCH REACTOR BASIN SECTION SHEET 3 OF 3
79	D03.304	RAS-WAS PUMP STATION SECTION AND DETAILS
80	D03.305	BLOWER/MCC BUILDING SECTION AND DETAILS
81	D03.306	OPERATIONS BUILDING SECTION AND DETAILS
82	D04.101	DISK FILTER PLAN
83	D04.201	DISK FILTER SECTIONS AND DETAILS
84	D05.101	UV DISINFECTION PLAN
85	D05.201	UV DISINFECTION SECTIONS AND DETAILS SHEET 1 OF 2
86	D05.202	UV DISINFECTION SECTIONS AND DETAILS SHEET 2 OF 2
87	D06.101	AEROBIC SLUDGE DIGESTER MODIFICATIONS PLAN
88	D06.102	DIGESTER BLOWER BUILDING MODIFICATIONS PLAN
89	D06.103	THICKENED SLUDGE PUMP STATION PLAN
90	D06.104	SLUDGE DEWATERING BUILDING PLAN
91	D06.201	AEROBIC SLUDGE DIGESTER MODIFICATIONS SECTION AND DETAILS
92	D06.202	DISTER BLOWER BUILDING MODIFICATIONS SECTION AND DETAILS
93	D06.203	THICKENED SLUDGE PUMP STATION SECTIONS AND DETAILS
94	D06.204	SLUDGE DEWATERING BUILDING SECTION AND DETAILS SHEET 1 OF 3
95	D06.205	SLUDGE DEWATERING BUILDING SECTION AND DETAILS SHEET 2 OF 3
96	D06.206	SLUDGE DEWATERING BUILDING SECTION AND DETAILS SHEET 3 OF 3
97	D07.101	NON-POTABLE WATER PLAN
98	D07.201	NON-POTABLE WATER SECTIONS AND DETAILS

PAGE NO.	SHEET NO.	SHEET TITLE
		STRUCTURAL
99	S00.001	STRUCTURAL GENERAL NOTES SHEET 1 OF 2
100	S00.002	STRUCTURAL GENERAL NOTES SHEET 2 OF 2
101	S00.501	STRUCTURAL TYPICAL DETAILS SHEET 1 OF 4
102	S00.502	STRUCTURAL TYPICAL DETAILS SHEET 2 OF 4
103	S00.503	STRUCTURAL TYPICAL DETAILS SHEET 3 OF 4
104	S00.504	STRUCTURAL TYPICAL DETAILS SHEET 4 OF 4
105	S02.101	HEADWORKS - GROUND LEVEL PLAN
106	S02.102	HEADWORKS - TOP DECK PLAN
107	S02.301	HEADWORKS - SECTIONS AND DETAILS SHEET 1 OF 3
108	S02.302	HEADWORKS - SECTIONS AND DETAILS SHEET 2 OF 3
109	S02.303	HEADWORKS - SECTIONS AND DETAILS SHEET 3 OF 3
110	S03.101	SBR BASIN AREA PLAN
111	S03.105	SBR STAIR PLANS / ENLARGED PLAN
112	S03.301	SBR BASIN - SECTIONS AND DETAILS SHEET 1 OF 6
113	S03.302	SBR BASIN - SECTIONS AND DETAILS SHEET 2 OF 6
114	S03.303	SBR BASIN - SECTIONS AND DETAILS SHEET 3 OF 6
115	S03.304	SBR BASIN - SECTIONS AND DETAILS SHEET 4 OF 6
116	S03.305	SBR BASIN - SECTIONS AND DETAILS SHEET 5 OF 6
117	S03.306	SBR BASIN - SECTIONS AND DETAILS SHEET 6 OF 6
118	S03.102	BLOWER & MCC BUILDING - PLAN
119	S03.307	BLOWER & MCC BUILDING - SECTIONS AND DETAILS SHEET 1 OF 2
120	S03.308	BLOWER & MCC BUILDING - SECTIONS AND DETAILS SHEET 2 OF 2
121	S03.103	OPERATIONS BUILDING - FOUNDATION PLAN
122	S03.104	OPERATIONS BUILDING - PLATFORM PLAN
123	S03.309	OPERATIONS BUILDING - SECTIONS AND DETAIL SHEET 1 OF 3
124	S03.310	OPERATIONS BUILDING - SECTIONS AND DETAIL SHEET 2 OF 3
125	S03.311	OPERATIONS BUILDING - SECTIONS AND DETAIL SHEET 3 OF 3
126	S04.101	DISK FILTER BASIN - FOUNDATION PLAN
127	S04.301	DISK FILTER BASIN - SECTIONS AND DETAILS SHEET 1 OF 2
128	S04.302	DISK FILTER BASIN - SECTIONS AND DETAILS SHEET 2 OF 2
129	S05.101	UV BASIN - FOUNDATION PLAN
130	S05.102	UV BASIN - UPPER LEVEL PLAN
131	S05.301	UV BAINS - SECTIONS AND DETAIL SHEET 1 OF 3
132	S05.302	UV BAINS - SECTIONS AND DETAIL SHEET 2 OF 3
133	S05.303	UV BAINS - SECTIONS AND DETAIL SHEET 3 OF 3
134	S05.103	UV CANOPY - FOUNDATION PLAN
135	S05.104	UV CANOPY - FRAMING PLAN
136	S05.304	UV CANOPY - SECTIONS AND DETAILS SHEET 1 OF 2
137	S05.305	UV CANOPY - SECTIONS AND DETAILS SHEET 2 OF 2
138	S06.101	SLUDGE DIGESTER BASIN - PLAN
139	S06.301	SLUDGE DIGESTER BASIN - SECTIONS AND DETAIL SHEET 1 OF 3
140	S06.302	SLUDGE DIGESTER BASIN - SECTIONS AND DETAIL SHEET 2 OF 3
141	S06.303	SLUDGE DIGESTER BASIN - SECTIONS AND DETAIL SHEET 3 OF 3
142	S06.102	SLUDGE DEWATERING BUILDING - FOUNDATION PLAN
143	S06.304	SLUDGE DEWATERING BUILDING - SECTIONS AND DETAILS SHEET 1 OF 2
144	S06.305	SLUDGE DEWATERING BUILDING - SECTIONS AND DETAILS SHEET 2 OF 2
145	S09.101	GENERATOR PLATFORM PLANS
146	S09.301	GENERATOR PLATFORM - SECTIONS AND DETAILS SHEET 1 OF 2
147	S09.302	GENERATOR PLATFORM - SECTIONS AND DETAILS SHEET 2 OF 2
148	S09.501	MISC EQUIPMENT PADS
149	S09.502	MISC EQUIPMENT PADS
150	S09.503	MISC EQUIPMENT PADS
		ARCHITECTURAL
151	A00.001	SYMBOLS, ABBREVIATIONS, AND GENERAL NOTES
152	A00.002	ARCHITECTURAL CODE ANALYSIS SHEET 1 OF 2
153	A00.003	ARCHITECTURAL CODE ANALYSIS SHEET 2 OF 2
154	A00.004	LIFE SAFETY PLAN - BLOWER & MCC BUILDING
155	A00.005	LIFE SAFETY PLAN - OPERATIONS BUILDING
156	A00.006	LIFE SAFETY PLAN - SLUDGE DEWATERING BUILDING
157	A00.007	ARCHITECTURAL TAS STANDARDS
158	A00.008	ARCHITECTURAL TAS STANDARDS
159	A00.009	ARCHITECTURAL TAS STANDARDS
160	A00.010	ARCHITECTURAL TAS STANDARDS
161	A00.011	ARCHITECTURAL TAS STANDARDS
162	A00.012	ARCHITECTURAL TAS STANDARDS
163	A00.501	STANDARD ARCHITECTURAL DETAILS
164	A00.502	STANDARD ARCHITECTURAL DETAILS
165	A00.503	STANDARD ARCHITECTURAL DETAILS
166	A00.504	STANDARD ARCHITECTURAL DETAILS
167	A00.505	STANDARD ARCHITECTURAL DETAILS
168	A00.506	STANDARD ARCHITECTURAL DETAILS
169	A00.507	STANDARD ARCHITECTURAL DETAILS
170	A00.508	STANDARD ARCHITECTURAL DETAILS
171	A00.509	STANDARD ARCHITECTURAL DETAILS
172	A00.510	STANDARD ARCHITECTURAL DETAILS
173	A00.601	DOOR SCHEDULE
174	A00.602	FINISH SCHEDULE
175	A00.603	WINDOW AND LOUVER SCHEDULE
176	A00.604	SIGNAGE AND PLAQUE SCHEDULE
177	A03.101	BLOWER & MCC BUILDING - ARCHITECTURAL FLOOR PLAN
178	A03.102	BLOWER & MCC BUILDING - ARCHITECTURAL RCP PLAN
179	A03.201	BLOWER & MCC BUILDING - ARCHITECTURAL ELEVATIONS
180	A03.202	BLOWER & MCC BUILDING - ARCHITECTURAL ELEVATIONS
181	A03.301	BLOWER & MCC BUILDING - SECTIONS AND DETAILS
182	A03.302	BLOWER & MCC BUILDING - SECTIONS AND DETAILS
183	A03.103	OPERATIONS BUILDING - ARCHITECTURAL FLOOR PLAN
184	A03.104	OPERATIONS BUILDING - ARCHITECTURAL RCP PLAN
185	A03.201	OPERATIONS BUILDING - ARCHITECTURAL ELEVATIONS
186	A03.202	OPERATIONS BUILDING - ARCHITECTURAL ELEVATIONS
187	A03.203	OPERATIONS BUILDING - STAIR ELEVATIONS
188	A03.303	OPERATIONS BUILDING - SECTIONS AND DETAILS
189	A03.304	OPERATIONS BUILDING - SECTIONS AND DETAILS
190	A06.105	SLUDGE DEWATERING BUILDING - ARCHITECTURAL FLOOR PLAN
191	A06.106	SLUDGE DEWATERING BUILDING - ARCHITECTURAL RCP PLAN
192	A06.201	SLUDGE DEWATERING BUILDING - ARCHITECTURAL ELEVATIONS
193	A06.202	SLUDGE DEWATERING BUILDING - ARCHITECTURAL ELEVATIONS
194	A06.203	SLUDGE DEWATERING BUILDING - STAIR ELEVATIONS
195	A06.301	SLUDGE DEWATERING BUILDING - SECTIONS AND DETAILS
196	A06.302	SLUDGE DEWATERING BUILDING - SECTIONS AND DETAILS

PAGE NO.	SHEET NO.	SHEET TITLE
		PLUMBING
197	P00.001	PLUMBING SYMBOLS ABBREVIATIONS AND NOTES
198	P00.501	PLUMBING DETAILS AND SCHEDULES
199	P03.101	OPERATIONS BUILDING PLUMBING FLOOR PLAN
		MECHANICAL
200	M00.001	MECHANICAL SYMBOLS, ABBREVIATIONS, AND NOTES
201	M00.501	MECHANICAL DETAILS
202	M00.601	MECHANICAL SCHEDULES
203	M03.101	OPERATIONS BUILDING MECHANICAL FLOOR PLAN
		ELECTRICAL
204	E00.001	ELECTRICAL SYMBOLS AND LEGEND SHEET 1 OF 2
205	E00.002	ELECTRICAL SYMBOLS AND LEGEND SHEET 2 OF 2
206	E00.101	ELECTRICAL SITE PLAN
207	E00.501	ELECTRICAL DETAILS SHEET 1 OF 3
208	E00.502	ELECTRICAL DETAILS SHEET 2 OF 3
209	E00.503	ELECTRICAL DETAILS SHEET 3 OF 3
210	E00.601	ELECTRICAL PROPOSED ONE-LINE DIAGRAM SHEET 1 OF 2
211	E00.602	ELECTRICAL PROPOSED ONE-LINE DIAGRAM SHEET 2 OF 2
212	E00.603	ELECTRICAL MCC-A ELEVATION
213	E00.604	PROPOSED CONDUIT AND LIGHT FIXTURE SCHEDULES
214	E00.605	ELECTRICAL SCHEDULES SHEET 1 OF 3
215	E00.606	ELECTRICAL SCHEDULES SHEET 2 OF 3
216	E00.607	ELECTRICAL SCHEDULES SHEET 3 OF 3
217	E00.608	BLOWER VFD SCHEMATIC
218	E00.609	RAS-WAS VFD SCHEMATIC
219	E00.610	BLOWER INSTRUMENTATION CONNECTION DIAGRAM
220	E00.611	RAS-WAS INSTRUMENTATION CONNECTION DIAGRAM
221	E00.612	UV FILTER & NPW INSTRUMENTATION CONNECTION DIAGRAM
222	E00.613	HEADWORKS CONTROL PANEL INSTRUMENTATION CONNECTION DIAGRAM
223	E02.101	HEADWORKS - ELECTRICAL UPPER PLAN
224	E02.102	HEADWORKS - ELECTRICAL LOWER PLAN
225	E03.101	SEQUENCING BATCH REACTOR BASIN - ELECTRICAL PLAN
226	E03.102	SEQUENCING BATCH REACTOR BASIN - LIGHTING PLAN
227	E03.103	BLOWER & MCC BUILDING - ELECTRICAL PLAN
228	E03.104	BLOWER & MCC BUILDING - LIGHTING PLAN
229	E03.105	OPERATION BUILDING - ELECTRICAL PLAN
230	E03.106	OPERATIONS BUILDING - LIGHTING PLAN
231	E03.107	RAS-WAS PUMP STATION - ELECTRICAL PLAN
232	E04.101	DISK FILTERS - ELECTRICAL PLAN
233	E05.101	UV DISINFECTION ELECTRICAL PLAN
234	E06.101	DIGESTER BLOWER BUILDING MODIFICATIONS - ELECTRICAL PLAN
235	E06.102	DIGESTER BLOWER BUILDING MODIFICATIONS - LIGHTING PLAN
236	E06.103	SLUDGE DEWATERING BUILDING - ELECTRICAL PLAN
237	E06.104	SLUDGE DEWATERING BUILDING - LIGHTING PLAN
238	E09.101	PROPOSED GENERATOR PLATFORM ELECTRICAL PLAN
		INSTRUMENTATION
239	N00.001	P&ID SYMBOLS, SERVICE & GENERAL ABBREVIATIONS
240	N00.601	INSTRUMENTATION SCADA SYSTEM SCHEMATIC
241	N00.602	INSTRUMENTATION LCP-LS CONNECTION DIAGRAM SHEET 1 OF 2
242	N00.603	INSTRUMENTATION LCP-LS CONNECTION DIAGRAM SHEET 2 OF 2
243	N00.604	INSTRUMENTATION RIO-HW CONNECTION DIAGRAM
244	N00.605	INSTRUMENTATION LCP-C CONNECTION DIAGRAM
245	N00.606	INSTRUMENTATION LCP-D CONNECTION DIAGRAM
246	N00.607	INSTRUMENTATION LCP-E CONNECTION DIAGRAM SHEET 1 OF 3
247	N00.608	INSTRUMENTATION LCP-E CONNECTION DIAGRAM SHEET 2 OF 3
248	N00.609	INSTRUMENTATION LCP-E CONNECTION DIAGRAM SHEET 3 OF 3
249	N00.651	P&ID ELKINS LAKE DAM LIFT STATION
250	N00.652	P&ID HEADWORKS AND ODOR CONTROL SYSTEM
251	N00.653	P&ID SBR
252	N00.654	P&ID BLOWER BUILDING
253	N00.655	P&ID DISK FILTERS
254	N00.656	P&ID UV DISINFECTION
255	N00.657	P&ID NON-POTABLE WATER
256	N00.658	P&ID AEROBIC DIGESTERS
257	N00.659	P&ID DIGESTER BLOWER BUILDING
258	N00.660	P&ID SLUDGE DEWATERING BUILDING
259	N00.661	P&ID POLYMER INJECTION UNITS

EXHIBIT G



NB DAVIDSON WWTP EXPANSION & IMPROVEMENTS PROJECT

CITY OF HUNTSVILLE TEXAS	Lockwood, Andrews & Newnam, Inc. A LEO A DALY COMPANY 2925 Briarpark Drive Suite 400 Houston, TX 77042 Tel 713-266-6900 www.lan-inc.com	PROJECT LOCATION / VICINITY MAP	
		Job No. 21-10-07 Date: March 28, 2024	Exhibit: G

Drawing3.dwg

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.h.

Agenda Item: Second Reading - Consider adopting Ordinance No. 2025-23, for a Development District Map Amendment Request to change from Medium Density Residential to Simple Living Residential located at 174 (173) Moffett Springs Road, Walker County Property ID 10311.

Initiating Department/Presenter: Development Services

Presenter:
Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to approve Ordinance 2025-23, for a Development District Map Amendment Request to change from Medium Density Residential to Simple Living Residential located at 174 (173) Moffett Springs Road, Walker County Property ID 10311.

Strategic Initiative: Strategic Priority #2, Economic Development - Creat 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: Staff received an application from the property owner for a Zoning District Map Amendment for a 29.2-acre tract of land located at 174 Moffett Springs Rd, Walker County Property ID #10311, to change the Zoning District classification from Medium Density Residential (MR) to Simple Living Residential (SLR).

The adjacent property is designated as MU. The surrounding properties are rural, developed, or undeveloped. Within the vicinity of this subject property, there are multiple properties identified as Mixed Use (MU) and Public/Institutional (PI). The proposed usage of this property is for a Manufactured Home Park. If this ordinance is approved, a Conditional Use Permit for a Manufactured Home Park will also be required, as identified within Article 4 Use Regulation of the City of Huntsville Development Code.

At the August 7, 2025, Planning Commission Meeting, the commission voted unanimously to recommend approval of the zone change.

Previous Council Action: The first reading was completed at the September 3, 2025, City Council Meeting.

Financial Implications: None

Approvals:
Kevin Byal
Sam Masiel

Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Development Map Amendment Ordinance - 174 Moffett Springs MR to SLR
2. Zoning Map Amendment Application - 174 Moffett Springs (1)_Redacted
3. Map - 174 Moffett Springs Rd
4. 300' Letter-174 Moffett Springs

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE DEVELOPMENT DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS, TO CHANGE THE DEVELOPMENT DISTRICT CLASSIFICATION FOR 174 MOFFET SPRINGS ROAD, BEING 9.58 ACRE OUT OF A 29.2 ACRE TRACT OF THE BIRDSELL SUBDIVISION, FROM MEDIUM DENSITY RESIDENTIAL TO SIMPLE LIVING RESIDENTIAL

WHEREAS the City Council of the City of Huntsville, Texas, has adopted an Official Development District Map and attendant regulations for the City, which, in accordance with the Comprehensive Plan, was designed to control the density of population to the end that congestion may be lessened in public streets and that the public health, safety, convenience, and general welfare is promoted in accordance with Chapter 211, Municipal Zoning Authority of the Texas Local Government Code; and

WHEREAS the Development Code of the City of Huntsville provides for the amendment of the Official Development Map; and

WHEREAS after public notice, the Planning Commission held a public hearing on August 7, 2025, to consider comments of the public regarding the adoption of the amendment to the Development District Map to change the development district classification for 174 Moffett Springs Road, being 9.58 acre tract out of 29.2 acre tract of the Birdsell subdivision, from Medium Density Residential to Simple Living Residential; and

WHEREAS the Planning Commission has studied and evaluated the request and the report prepared by City staff; and

WHEREAS the Planning Commission has considered the comments of the public presented at the public hearing and has prepared a report for this Council of its conclusions and recommendations; and

WHEREAS after public notice, the City Council held a public hearing and first reading on September 2, 2025, to consider comments from the public regarding the adoption of amendment to the Official Development District Map; and

WHEREAS the City Council has studied and evaluated the request, the report prepared by City staff and the recommendation by the Planning Commission; and

WHEREAS the City Council approves the updating of the map to reflect the amended area.

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

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

SECTION 2: The Official Development District Map of the City of Huntsville, as provided in Section 2.200 of the City's Development Code, is amended, and City staff is directed to make such change.

SECTION 3: The newly amended Official Development District Map is adopted and shall supersede the prior Official Development District Map.

SECTION 4: The City Secretary is hereby directed to cause the caption of this ordinance to be published at least twice within ten days of final passage. This ordinance shall take effect ten (10) days after the date of final passage.

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

THE CITY OF HUNTSVILLE

_____
Russell Humphrey, Mayor

ATTEST:

_____
Krisy Doll, City Secretary

APPROVED AS TO FORM:

_____
Leonard Schneider, City Attorney

Zoning District Map Amendment Application

City of Huntsville | 448 State Highway 75 North| Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name Ashly Tyson

[redacted]

Mailing Address City State Zip Code

Phone Number [redacted] Alternate Phone Number

~~E-mail:~~ [redacted]

I hereby submit this request for the below amendment to the Official Development District Map of the City of Huntsville.

Signature Date 5/30/25

Property Owner Information [If more than one property owner, check ☐ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for redistricting; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name

Mailing Address City State Zip Code

Phone Number Alternate Phone Number

Signature Date

Proposed Location for Development Redistricting

Address or general location of the proposed Development Redistricting. (Staff will assist with providing maps.)

174 Moffett Springs Rd., Huntsville, TX 77320

Zoning District

Zoning District

- ☐ Medium Density Residential
- ☐ High Density Residential
- ☒ Simple Living Residential
- ☐ Mixed Use
- ☐ Industrial
- ☐ Public and Institutional
- ☐ Downtown
- ☐ Planned Development

Proposed Use and Additional Information

Please provide any additional information pertinent to the City's decision for this rezoning request. You may attach additional sheets as necessary.

We would like to develop affordable living as a mobile home park for the community.

Fees

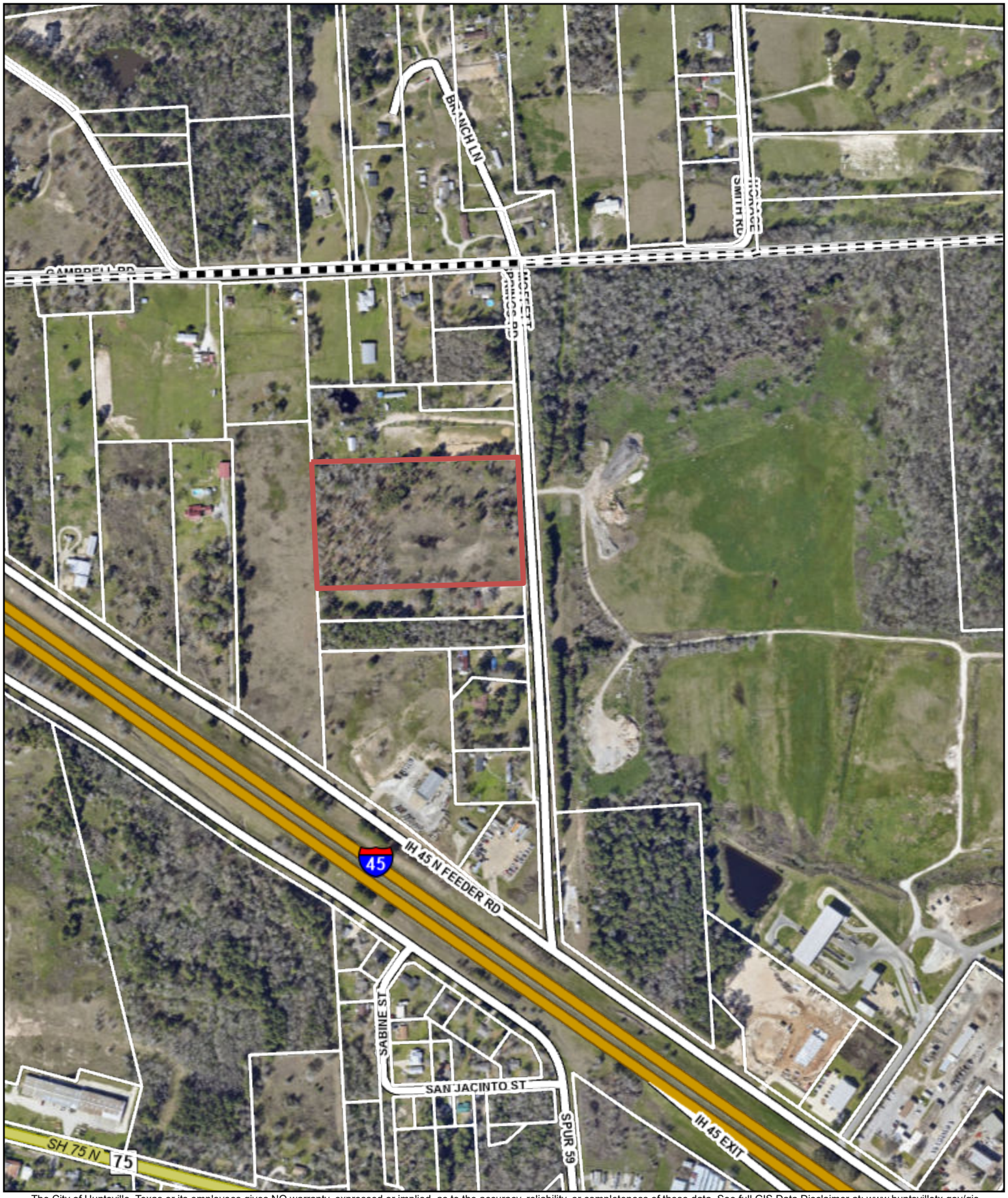
$350.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

Received By and Date:	Fee Paid:	Planning Commission Date:	City Council Date:	Outcome:



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:6,000

On 8.5 x 11 inch Print

0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 6/2/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

174 Moffett Springs Rd

Service Layer Credits: Zoning & Protection Overlays:

CITY OF Huntsville

Incorporated in 1845 under the Republic of Texas

July 24, 2025

RE: Public Hearing for a Zoning District Map Amendment Request – Walker County Property ID # 10311

Dear Property Owner:

The City of Huntsville City Council meeting has been scheduled for **August 7, 2025, at 5:30 p.m.** in the **Council Chambers of the new Service Center**, located at **448 SH 75, Huntsville, Texas 77320.**

According to the City of Huntsville Development Code, you have received this notice because you are listed on the Walker County Tax Roll as owning property within 300 feet of the applicant's property that will be under consideration at the above meeting.

Request Summary:

Ashly Tyson, Property Owner, is asking for a Development District Map Amendment to their property that is currently classified as Mixed Use, and they are requesting to change it to Simple Living Residential to allow for a Mobile Home Park on their property located at **174 Moffett Springs Rd. on Walker County Property ID #10311.**

You are hereby notified in accordance with the City of Huntsville Development Code; the Planning Commission plans to take action on this matter. The documents will be available online or at the City Hall once the City Council agenda is posted, which is 72 hours before the meeting date.

If you are unable to attend the public hearing, written comments will be accepted during normal business hours in the office of the Planning Division located at the City Service Center, **448 State Highway 75 North, Huntsville, TX 77320** or you may email lyeager@huntsvilletx.gov or call **936-294-5782** for more information.

Respectfully,

Layne Yeager

Layne Yeager
City Planner/ Airport Manager

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 2.i.

Agenda Item: Second Reading - Consider adopting Ordinance No. 2025-24, for a Development District Map Amendment Request to change from Simple Living Residential (SLR) to Mixed Use (MU), located at 1920 Veterans Memorial Parkway, Walker County Property ID 17448.

Initiating Department/Presenter: Development Services

Presenter:
Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to adopt Ordinance No. 2025-24, for a Development District Map Amendment Request to change from Simple Living Residential (SLR) to Mixed Use (MU), located at 1920 Veterans Memorial Parkway, Walker County Property ID 17448.

Strategic Initiative: Strategic Priority #2, Economic Development - Creat 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: Staff received an application from the property owner for a Zoning District Map Amendment for a 6.945-acre tract of land located at 1920 Veterans Memorial Pkwy, Walker County Property ID #17448 to change the Zoning District classification from Simple Living Residential (SLR) to Mixed Use (MU).

Adjacent properties are designated as MU, except for across Veteran Memorial Parkway, which is Public/Institutional (PI). The surrounding properties are wooded, developed, or undeveloped. Within the vicinity of this subject property, there are multiple properties identified as Mixed Use (MU), Public/Institutional (PI), and Medium Density Residential (MR). The proposed usage of this property is for a Commercial Business Park.

At the August 7, 2025, Planning Commission Meeting, the commission voted unanimously to recommend approval of the zone change.

Previous Council Action: The first reading was completed at the September 3, 2025, City Council Meeting.

Financial Implications: None

Approvals:
Kevin Byal
Sam Masiel
Scott Swigert

Leonard Schneider
Kristy Doll

Associated Information:

1. Development Map Amendment Ordinance - 1920 Veterans Memorial SLR to MU Ordinance 2025-24
2. Veterans Memorial Commercial Center Site Plan - 1920 Veterans Memorial Pkwy
3. Map Amendment Application - 1920 Veterans Memorial Pkwy
4. Location Map - 1920 Veterans Memorial Pkwy

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE DEVELOPMENT DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS, TO CHANGE THE DEVELOPMENT DISTRICT CLASSIFICATION FOR 1920 VETERANS MEMORIAL PARKWAY, BEING 6.945 ACRE OUT OF TRACT 9 OF THE HUME J SUBDIVISION, FROM SIMPLE LIVING RESIDENTIAL TO MIXED USE.

WHEREAS the City Council of the City of Huntsville, Texas, has adopted an Official Development District Map and attendant regulations for the City, which, in accordance with the Comprehensive Plan, was designed to control the density of population to the end that congestion may be lessened in public streets and that the public health, safety, convenience, and general welfare is promoted in accordance with Chapter 211, Municipal Zoning Authority of the Texas Local Government Code; and

WHEREAS the Development Code of the City of Huntsville provides for the amendment of the Official Development Map; and

WHEREAS after public notice, the Planning Commission held a public hearing on August 7, 2025, to consider comments of the public regarding the adoption of the amendment to the Development District Map to change the development district classification for 1920 Veterans Memorial Parkway being 6.945 acre tract out of Tract 9 of the Hume J subdivision, from Simple Living Residential to Mixed Use; and

WHEREAS the Planning Commission has studied and evaluated the request and the report prepared by City staff; and

WHEREAS the Planning Commission has considered the comments of the public presented at the public hearing and has prepared a report for this Council of its conclusions and recommendations; and

WHEREAS after public notice, the City Council held a public hearing and first reading on September 2, 2025, to consider comments from the public regarding the adoption of amendment to the Official Development District Map; and

WHEREAS the City Council has studied and evaluated the request, the report prepared by City staff and the recommendation by the Planning Commission; and

WHEREAS the City Council approves the updating of the map to reflect the amended area.

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

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

SECTION 2: The Official Development District Map of the City of Huntsville, as provided in Section 2.200 of the City's Development Code, is amended, and City staff is directed to make such change.

SECTION 3: The newly amended Official Development District Map is adopted and shall supersede the prior Official Development District Map.

SECTION 4: The City Secretary is hereby directed to cause the caption of this ordinance to be published at least twice within ten days of final passage. This ordinance shall take effect ten (10) days after the date of final passage.

PASSED AND APPROVED THIS_____DAY OF_____2025.

THE CITY OF HUNTSVILLE

_____
Russell Humphrey, Mayor

ATTEST:

_____
Krisy Doll, City Secretary

APPROVED AS TO FORM:

_____
Leonard Schneider, City Attorney

PROJECT BENCHMARK: CITY OF HUNTSVILLE G.P.S. CONTROL STATION DESIGNATION 6020, PUBLISHED ELEVATION 454.42 FEET.

SITE BENCHMARK:

TBM "A" – BEING A 1/2 INCH IRON ROD WITH CAP, APPROXIMATELY 106 FEET FROM A SOUTHERLY CORNER OF SUBJECT PROPERTY, AS SHOWN HEREON.

ELEVATION = 443.14 FEET, N:10,245,065.07, E:3,796,914.94

SITE BENCHMARK:

TBM "B" – BEING A 1/2 INCH IRON ROD WITH CAP, APPROXIMATELY 160 FEET FROM A SOUTHERLY CORNER OF SUBJECT PROPERTY, AS SHOWN HEREON.

ELEVATION = 433.08 FEET, N:10,244,615.93, E:3,798,148.58

FLOOD ZONE:

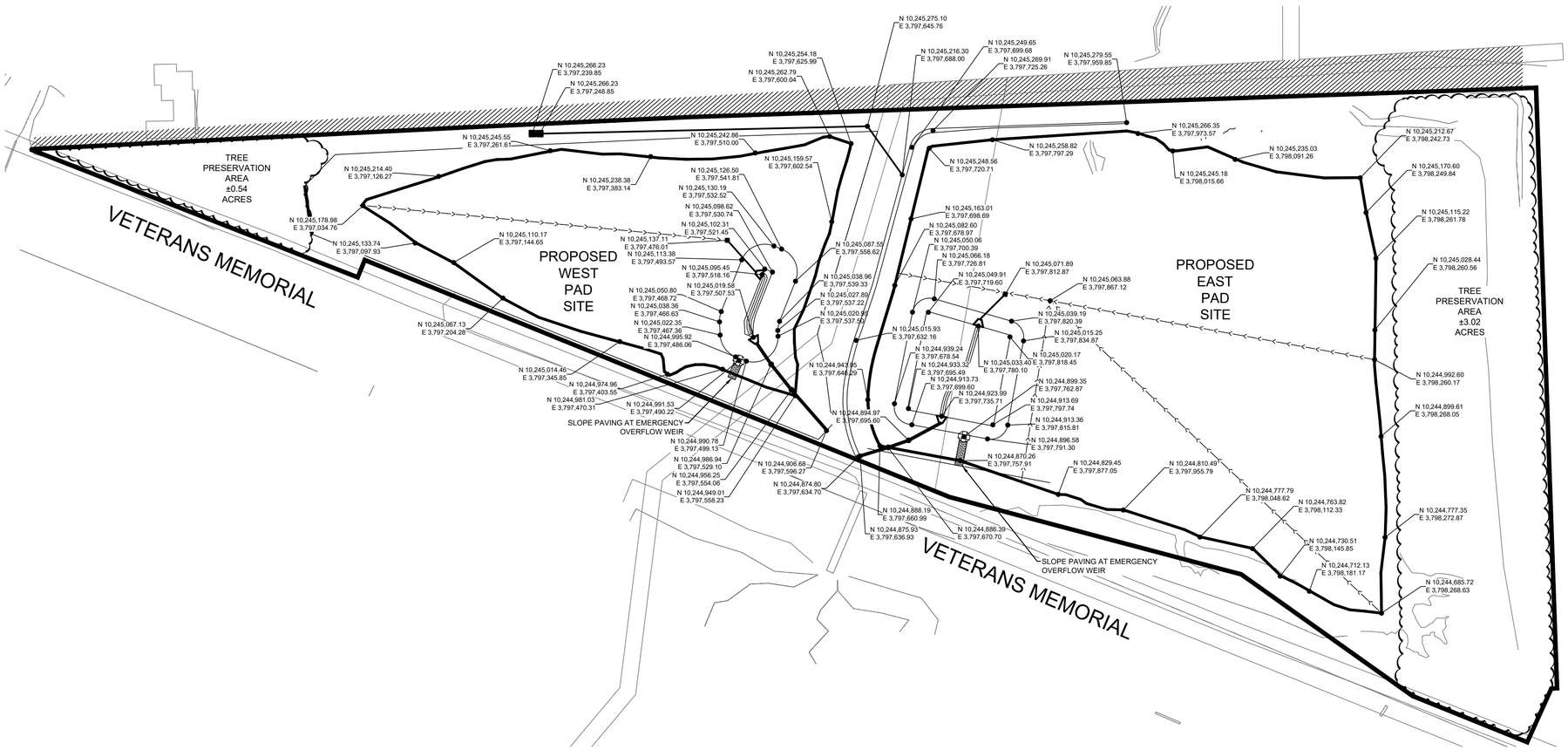
NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN, PER GRAPHIC SCALING OF FEMA FIRM PANEL NO. 48471C0370D, HAVING AN EFFECTIVE DATE OF 08-16-2011

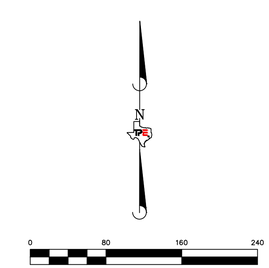
GENERAL NOTES:

1. SANITARY SEWER MANHOLES SHALL BE 4-FOOT IN DIAMETER WITH STANDARD CITY OF CONROE MANHOLE LIDS.
   1.1. FINAL RIM ELEVATIONS FOR ALL MANHOLES ARE TO BE APPROXIMATELY THREE (3) TO SIX (6) INCHES ABOVE FINISHED GROUND ELEVATIONS.

NOTE:
CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO START OF NEW CONSTRUCTION.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
DIAL 811 or 1-(800)-344-8377
AT LEAST 48 HOURS BEFORE
PROCEEDING WITH ANY EXCAVATION





APPROVED BY | REVISIONS | DATE

TEXAS PROFESSIONAL ENGINEERING
A MANHARD CONSULTING COMPANY
Firm No. 10003

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM THEY WILL BE SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
TEXAS PROFESSIONAL ENGINEERING
F-22053
CLIFTON L. GRAY, P.E.
TEXAS REGISTRATION NO. 133005
April 29, 2025

TEXAS PROFESSIONAL ENGINEERING F-22053

VETERANS MEMORIAL COMMERCIAL CENTER

CITY OF HUNTSVILLE

DIMENSION CONTROL PLAN

DESIGNER: CLG
DRAFTING: ERO
PROJ. MGR.: CLG
SCALE: 1"=80'

SHEET
04 OF 16

Development District Map Amendment Application

City of Huntsville | 448 State Highway 75 North| Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name Voyager Group, Ltd.

1405 Southwood Dr (Mailing Address) | Huntsville (City) | TX (State) | 77340 (Zip Code)

Phone Number 936-295-5898 Alternate Phone Number

E-mail: demilliano@steelylumber.com

I hereby submit this request for the below amendment to the Official Development District Map of the City of Huntsville.

Signature | Date 7/9/2025

Property Owner Information [If more than one property owner, check ☐ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for redistricting; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name Voyager Group, Ltd.

1405 Southwood Dr (Mailing Address) | Huntsville (City) | TX (State) | 77340 (Zip Code)

Phone Number 936-295-5898 Alternate Phone Number

Signature | Date 7/9/2025

Proposed Location for Development Redistricting

Address or general location of the proposed Development Redistricting. (Staff will assist with providing maps.)

Northeast Corner of Veterans Memorial and FM 1374

Zoning District

Zoning District

- ☐ Medium Density Residential
- ☐ High Density Residential
- ☐ Simple Living Residential
- ☑ Mixed Use
- ☐ Industrial
- ☐ Public and Institutional
- ☐ Downtown
- ☐ Planned Development

Proposed Use and Additional Information

Please provide any additional information pertinent to the City's decision for this rezoning request. You may attach additional sheets as necessary.

Grading and drainage improvements for the creation of 2 dirt pads to be used for future commercial development.

Site plan attached.

Fees

$350.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

Received By and Date:	Fee Paid:	Planning Commission Date:	City Council Date:	Outcome:

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:6,000

On 8.5 x 11 inch Print

0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/15/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

1920 VETERANS MEMORIAL PKWY

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

CITY COUNCIL AGENDA
9/16/2025

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.087, for deliberation regarding economic development negotiations. Project: Destination Huntsville

Initiating Department/Presenter: City Manager

Presenter:
Scott Swigert, City Manager

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
9/16/2025

Agenda Item Number: 6.b.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Six month evaluation - City Manager Scott Swigert.

Initiating Department/Presenter: City Manager

Presenter:
Scott Swigert, City Manager

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information: