

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, OCTOBER 21, 2025

JOINT WORKSHOP with PLANNING COMMISSION 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.

JOINT WORKSHOP with Planning Commission (5:00 p.m.)

CALL TO ORDER

DISCUSSION

- a. City Council and Planning Commission joint workshop to review revisions to the Development Code, Article 7, Landscape and Buffers, concerning tree preservation.
Layne Yeager, City Planner/Airport Manager

ADJOURNMENT

CITY COUNCIL 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

PRESENTATIONS

- a. Receive a presentation to review the recommended amendments to the adopted building codes and fire code.
Greg Mathis, Fire Chief
Kevin Byal, Director of Development Services

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 October 7, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary
- b. Consider the approval of the Monthly Financial Report for the month of September 2025.
Lance Hall, Finance Director
- c. Consider the approval of the Quarterly Investment Reports for the Third Quarter ending 09/30/2025.

Lance Hall, Finance Director

- d. Consider adoption of Ordinance 2025-27 to amend the budget for FY 24-25 and/or CIP Project Budgets.

Lance Hall, Finance Director

- e. Consider adoption of Ordinance 2025-28 to amend the budget for FY 25-26 and/or CIP Project Budgets.

Lance Hall, Finance Director

- f. Consider authorizing the City Manager to approve a contract to purchase a complete Storm Sewer CCTV Equipment Package.

Kim Kembro, Public Works Director

- g. Consider acceptance of a grant award from the Firehouse Subs Public Safety Foundation for the purchase of a Zodiac rescue boat, motor, trailer and accessories.

Christina Bodin-Turner, Grants Manager

- h. Consider authorizing the City Manager to award a mowing and trimming service contract for R.O.W. (Veterans Memorial), Transfer Station, additional acreage mowing, and Bruce Brothers Airport.

Kim Kembro, Public Works Director

- i. Consider authorizing the City Manager to enter into a contract for printing and mailing services for utility bills and informative inserts.

Lance Hall, Finance Director

- j. Consider authorizing the City Manager to enter into an agreement Amendment #1 with Pape–Dawson Engineers for professional engineering services for the FY 23-24 Waterline Replacement Projects.

Kathlie Jeng-Bullock, City Engineer

- k. Consider the purchase of FY 2026 vehicles and equipment from multiple vendors, authorizing the City Manager to award the contract.

Kim Kembro, Public Works Director

- l. Consider authorizing the City Manager to award a contract for recycling processing, covering both residential curbside recycling and materials from the recycling center.

Kim Kembro, Public Works Director

2. STATUTORY AGENDA

- a. **First Reading** - Consider approving Ordinance 2025-29 adopting the 2024 International Fire Code along with the revisions and amendments to Chapter 20 of the City of Huntsville Code of Ordinances.
Greg Mathis, Fire Chief

- b. **First Reading** - Consider approving Ordinance 2025-30 adopting Chapter 12, Building and Building Regulations, of the Huntsville Code of Ordinances.

Kevin Byal, Director of Development Services

- c. **First Reading:** Consider authorizing the City Manager to award the City Hall Audio-Visual (AV) Installation Project to NCS in the amount of \$318,504.50 and to designate the City's Information Technology Department as project manager, with NCS as the installer.

Bill Wavra, IT Director

- d. **First Reading:** Consider authorizing the City Manager to award the construction contract for CIP 23-24 Waterline Replacement Project with S-Co Inc. for an amount of \$1,342,034.00.

Kathlie Jeng-Bullock, City Engineer

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consider the board appointment to the City of Huntsville Arts Commission.

Russell Humphrey, Mayor

- b. Consider the appointment of a representative to the Houston-Galveston Area Council (H-GAC).
Russell Humphrey, Mayor
- c. Consider nominating one candidate for each of the two Board of Directors Positions on the Walker County Appraisal District's (WCAD) Board.
Russell Humphrey, Mayor

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on 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 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Devan Dawson, Municipal Court Judge.
Russell Humphrey, Mayor
- c. 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: Angela Valis, Alternate Municipal Court Judge.
Russell Humphrey, Mayor
- d. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074—Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.
Russell Humphrey, Mayor

7. RECONVENE

Take action on items 6b-6d discussed in the executive session, if needed.

- a. Consideration and possible action on claims by Frost Construction Company, Inc., regarding Service Center Expansion & Renovation.
Leonard Schneider, City Attorney

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: October 15, 2025

TIME OF POSTING: 4:15 p.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: a.

Agenda Item: City Council and Planning Commission joint workshop to review revisions to the Development Code, Article 7, Landscape and Buffers, concerning tree preservation.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, City Planner/Airport Manager

Recommended Motion: Discussion only

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

Discussion: Staff will provide updates and information to the City Council and Planning Commission regarding the Development Code, Article 7, Landscape and Buffers, specifically concerning the tree preservation elements and recommended amendments.

Previous Council Action:

Financial Implications:

Approvals:

Kevin Byal

Ricardo Villagrand

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: a.

Agenda Item: Receive a presentation to review the recommended amendments to the adopted building codes and fire code.

Initiating Department/Presenter: Development Services

Presenter:

Greg Mathis, Fire Chief

Kevin Byal, Director of Development Services

Recommended Motion: Presentation only

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

Discussion: The Director of Development Services and the Fire Chief will present a review of the recommended amendments to the City's adopted construction and fire codes. The presentation will provide an overview of the proposed revisions, their purpose, and their alignment with current state standards and best practices to ensure public safety and effective code administration.

Previous Council Action: None

Financial Implications: None

Approvals:

Kevin Byal

Ricardo Villagrand

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the October 7, 2025, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the October 7, 2025, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 9-16-2025

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 7TH DAY OF OCTOBER 2025 AT 6:00 P.M. AT THE CITY OF HUNTSVILLE SERVICE CENTER COMPLEX, LOCATED AT 448 HIGHWAY 75, IN THE CITY OF HUNTSVILLE, WALKER COUNTY, TEXAS.

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

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

COUNCILMEMBERS ABSENT:

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

OFFICERS ABSENT:

WORKSHOP (5:00-6:00 P.M.)

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

- a. **Receive an update from TxDOT on the I-45 Construction Project.**
Scott Swigert, City Manager
- b. **Receive an update on the City of Huntsville 2024 Strategic Plan Implementation.**
Olivia Discon, Assistant to the City Manager

Mayor Humphrey adjourned the Workshop at 5:58 p.m.

MAIN SESSION CALL TO ORDER

Mayor Humphrey called the meeting to order at 6:03 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 Bert Lyle gave the invocation, and the pledges were led by Mayor Humphrey.

PROCLAMATIONS

- a. **Proclamation No. 2025-14 16 Domestic Violence Awareness Month**
Russell Humphrey, Mayor
- b. **Proclamation No. 2025-20 First Responder Appreciation Day**
Russell Humphrey, Mayor

PRESENTATION

- a. **Huntsville Public Library Update**
Lisa Lance, City Librarian

PUBLIC HEARING

1. CONSENT AGENDA

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

- a. Consider approving the Minutes from the September 16, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary**
- b. Consider approval of continued annual maintenance with Tyler Technologies for Finance, Public Safety, Utility Billing, time-keeping, and Municipal Court software.
Bill Wavra, IT Director**
- c. Consider approval of continued phone and data services with Verizon Wireless through the State of Texas Department of Information Resources (DIR) contract.
Bill Wavra, IT Director**
- d. Consider approval of continued annual maintenance with CivicPlus for City Website, City Secretary, and Development Services software.
Bill Wavra, IT Director**
- e. Consider approval of continued annual maintenance with Onix Networking Corporation for Google Workspace.
Bill Wavra, IT Director**
- f. Consider approval of continued annual maintenance with Beazley Security for Antivirus Protection and Monitoring.
Bill Wavra, IT Director**
- g. Consider adopting Resolution No. 2025-32, authorizing the City's application to the H-GAC FY26/27 Solid Waste Grant Program for a Household Hazardous Waste Collection Event and acceptance of funds if awarded.
Christina Bodin-Turner, Grants Manager**
- h. Consider adopting Resolution No. 2025-33, authorizing the City's application to the H-GAC FY26/27 Solid Waste Grant Program for the purchase of a bulldozer to support brush and yard waste management, and acceptance of funds if awarded.
Christina Bodin-Turner, Grants Manager**
- i. Consider Resolution 2025-34 authorizing the City Manager to accept funding awarded under the Office of the Governor, Public Safety Office, Criminal Justice Division's Rifle-Resistant Body Armor Grant Program.
Christina Bodin-Turner, Grants Manager**

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

2. STATUTORY AGENDA

- a. Consider approving the Amendment to the Development Agreement with Gibbs Brothers & Company L.P., and Robinson-Gibbs I, LLC.
Leonard Schneider, City Attorney**

Councilmember Vicki McKenzie made a motion to approve the amendment to the Development Agreement with Gibbs Brothers & Company L.P., and Robinson-Gibbs I, LLC. The motion was seconded by Councilmember Anissa Antwine. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consideration and possible action to participate in the New National Opioids Secondary Manufacturing Settlements.
Sam Masiel, Assistant City Manager**

Councilmember Vicki McKenzie made a motion to participate in the New National Opioids Secondary Manufacturing Settlements and submit the participation form. 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 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Devan Dawson, Municipal Court Judge.
Russell Humphrey, Mayor**
- 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: Angela Valis, Alternate Municipal Court Judge.
Russell Humphrey, Mayor**
- c. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.
Brian Beasley, HR Director**

City Council convened into Executive Session at 6:49 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 7:50 p.m.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:50 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.b.

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

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

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

Strategic Initiative:

Discussion: Financial Report for 2024-2025 YTD as of September 30, 2025

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall

Scott Swigert

Kristy Doll

Associated Information:

1. City of Huntsville Month End Financial FY24-25 ending 093025 1010



City of Huntsville
Monthly Financial Report
For the Period End September 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 09/30/25

	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	\$13,112.46	\$8,149,552.82	96%	\$6,877,787.07
412 - Sales Tax Totals	\$12,200,000.00	\$1,005,023.79	\$13,260,925.48	109%	\$12,543,849.24
413 - Franchise-Utilities/Comm Totals	\$2,200,000.00	\$0.00	\$2,099,317.55	95%	\$2,063,172.41
415 - Other Taxes Totals	\$125,000.00	\$0.00	\$136,732.11	109%	\$148,281.93
416 - Permit/Development Fees Totals	\$32,300.00	\$3,335.00	\$40,460.00	125%	\$36,521.00
417 - Permits and Licenses Totals	\$940,000.00	\$91,990.95	\$1,394,259.80	185%	\$1,037,570.36
418 - Municipal Court Fines Totals	\$835,850.00	\$113,436.93	\$1,145,125.69	137%	\$833,040.81
419 - Fees/Charges/Sales Totals	\$449,150.00	\$30,743.00	\$481,499.21	107%	\$579,634.34
422 - Inter Governmental Totals	\$246,492.00	\$20,536.00	\$267,028.00	108%	\$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	\$587,681.55	147%	\$781,567.32
428 - Reimbursements Totals	\$70,000.00	\$3,210.00	\$113,960.19	163%	\$90,843.43
432 - Other Totals	\$63,500.00	\$2,893.85	\$93,676.41	152%	\$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	\$1,284,281.98	\$36,843,246.27	105%	\$33,943,513.09
EXPENSE					
51 - Salary/Other Pay/Benefits Totals	\$20,727,147.00	\$1,591,313.59	\$20,799,962.30	94%	\$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
53 - Maintenance Structures/Improvements Totals	\$2,446,504.00	\$726,200.79	\$1,826,331.54	97%	\$2,396,196.46
54 - Maintenance of Equipment Totals	\$397,937.00	\$30,413.78	\$255,039.69	61%	\$412,861.71
55 - Services and Utilities Totals	\$5,837,955.00	\$280,096.00	\$5,433,649.79	93%	\$5,254,423.69
56 - Insurance/Sundry/Elections Totals	\$995,131.00	\$6,874.43	\$956,431.05	92%	\$888,685.63
57 - Programs/Projects Totals	\$98,950.00	\$3,357.00	\$77,873.80	83%	\$89,214.50
69 - Capital Equipment Totals	\$212,825.00	\$5,492.87	\$100,303.46	100%	\$745,625.77
90 - Transfer to ISF (New Purchases) Totals	\$0.00	\$0.00	\$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	\$2,785,169.41	\$31,748,166.57	92%	\$34,614,373.30
Fund 101 - General Fund Totals					
REVENUE TOTALS	35,156,972.00	1,284,281.98	36,843,246.27	105%	33,943,513.09
EXPENSE TOTALS	35,156,972.00	2,785,169.41	31,748,166.57	92%	34,614,373.30
Fund 101 - General Fund Totals	\$0.00	(\$1,500,887.43)	\$5,095,079.70		(\$670,860.21)



Financial Analysis

Fiscal Year to Date 09/30/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024- 2025 YTD % of the Budget	2023-2024 Final YTD
Fund 116 - Debt Service Fund					
REVENUE					
411 - Property Taxes Totals	\$2,062,091.00	\$3,510.22	\$2,034,710.73	99%	\$2,063,135.09
426 - Interest Earnings Totals	\$10,000.00	\$0.00	\$19,758.64	198%	\$40,411.82
435 - Transfers from Other Funds Totals	\$590,363.00	\$0.00	\$590,363.00	100%	\$590,363.00
REVENUE TOTALS	\$2,662,454.00	\$3,510.22	\$2,644,832.37	99%	\$2,693,909.91
EXPENSE					
81 - GO/Revenue Bond Debt Totals	\$2,662,454.00	\$0.00	\$0.00	0%	\$2,657,178.77
EXPENSE TOTALS	\$2,662,454.00	\$0.00	\$0.00	0%	\$2,657,178.77
Fund 116 - Debt Service Fund Totals					
REVENUE TOTALS	2,662,454.00	3,510.22	2,644,832.37	99%	2,693,909.91
EXPENSE TOTALS	2,662,454.00	.00	.00	0%	2,657,178.77
Fund 116 - Debt Service Fund Totals	\$0.00	\$3,510.22	\$2,644,832.37		\$36,731.14



Financial Analysis

Fiscal Year to Date 09/30/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024- 2025 YTD % of the Budget	2023-2024 Final YTD
Fund 220 - Utility Fund					
REVENUE					
401 - Water Sales Totals	\$25,002,500.00	\$2,810,964.16	\$27,327,583.52	109%	\$22,139,449.43
402 - Waste Water Service Totals	\$13,000,000.00	\$1,228,382.78	\$13,336,713.06	103%	\$11,189,113.19
403 - Water/Wastewater Taps Totals	\$280,000.00	\$16,350.00	\$219,339.67	78%	\$223,670.71
408 - Late Payment Penalties Totals	\$129,000.00	\$15,356.84	\$180,957.33	140%	\$204,110.01
417 - Permits and Licenses Totals	\$0.00	\$0.00	\$300.00	+++	\$400.00
419 - Fees/Charges/Sales Totals	\$300,000.00	\$69,377.99	\$445,023.53	148%	\$332,630.78
426 - Interest Earnings Totals	\$310,750.00	\$0.00	\$150,068.61	48%	\$707,153.15
428 - Reimbursements Totals	\$20,000.00	\$2,477.79	\$10,144.02	3%	\$10,805.23
429 - Contributions Totals	\$0.00	\$0.00	\$734,800.00	100%	\$0.00
432 - Other Totals	\$50,000.00	\$249.00	\$488,306.71	977%	\$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	\$4,143,158.56	\$42,956,458.45	107%	\$35,123,394.88
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	\$4,209,731.00	\$328,190.08	\$3,912,319.55	91%	\$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	\$115,794.92	\$998,580.10	75%	\$1,414,614.10
53 - Maintenance Structures/Improvements Totals	\$1,817,921.00	\$163,289.10	\$1,413,577.29	68%	\$1,747,834.32
54 - Maintenance of Equipment Totals	\$328,521.00	\$34,080.39	\$328,492.20	95%	\$288,735.31
55 - Services and Utilities Totals	\$2,421,487.00	\$191,853.92	\$2,111,139.49	82%	\$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	5%	\$757,159.67
79 - TRA Water Plant Totals	\$9,516,390.00	\$0.00	\$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	\$833,208.41	\$68,165,757.94	169%	\$41,767,333.62
Fund 220 - Utility Fund Totals					
REVENUE TOTALS	39,155,472.00	4,143,158.56	42,956,458.45	107%	35,123,394.88
EXPENSE TOTALS	39,155,472.00	833,208.41	68,165,757.94	169%	41,767,333.62
Fund 220 - Utility Fund Totals	\$0.00	\$3,309,950.15	(\$25,209,299.49)		(\$6,643,938.74)



Financial Analysis

Fiscal Year to Date 09/30/25

	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024- 2025 YTD % of the Budget	2023-2024 Final YTD
Fund 224 - Solid Waste Fund					
REVENUE					
406 - Collection Charges Totals	\$6,600,000.00	\$530,448.71	\$6,181,011.02	94%	\$6,133,616.55
407- Solid Waste Disposal Totals	\$1,531,000.00	\$149,868.01	\$1,833,671.54	120%	\$1,810,304.65
408 - Late Payment Penalties Totals	\$52,000.00	\$7,024.96	\$72,511.18	139%	\$78,398.29
419 - Fees/Charges/Sales Totals	\$7,200.00	\$1,104.49	\$12,990.93	180%	\$10,918.30
426 - Interest Earnings Totals	\$135,000.00	\$0.00	\$190,222.56	141%	\$342,334.39
428 - Reimbursements Totals	\$0.00	\$0.00	\$14,136.09	57%	\$0.00
432 - Other Totals	\$35,000.00	\$2,847.44	\$32,636.07	93%	\$62,176.29
REVENUE TOTALS	\$8,360,200.00	\$691,293.61	\$8,337,179.39	99%	\$8,437,748.47
EXPENSE					
51 - Salary/Other Pay/Benefits Totals	\$1,367,485.00	\$107,105.41	\$1,364,596.73	95%	\$1,161,112.01
51a - Salary/Other Pay/Benefits - New Position DP					
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	\$27,575.13	\$326,078.65	77%	\$353,593.20
53 - Maintenance Structures/Improvements Totals	\$15,000.00	\$374.10	\$11,011.21	73%	\$9,897.33
54 - Maintenance of Equipment Totals	\$310,730.00	\$32,415.78	\$303,326.41	97%	\$305,160.16
55 - Services and Utilities Totals	\$3,168,384.00	\$344,029.90	\$2,883,509.64	89%	\$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	\$1,337.11	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	\$511,500.32	\$8,213,831.01	91%	\$7,275,365.92
Fund 224 - Solid Waste Fund Totals					
REVENUE TOTALS	8,360,200.00	691,293.61	8,337,179.39	99%	8,437,748.47
EXPENSE TOTALS	8,966,057.00	511,500.32	8,213,831.01	91%	7,275,365.92
Fund 224 - Solid Waste Fund Totals	(\$605,857.00)	\$179,793.29	\$123,348.38		\$1,162,382.55



Financial Analysis

Fiscal Year to Date 09/30/25

	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	\$1,000.57	\$4,272.23	+++	\$0.00
409 - Stormwater Drainage Fees Totals	\$0.00	\$111,520.64	\$1,223,229.17	+++	\$0.00
REVENUE TOTALS	\$0.00	\$112,521.21	\$1,227,501.40	+++	\$0.00
EXPENSE					
51 - Salary/OtherPay/Benefits Totals	\$0.00	\$13,550.18	\$116,759.95	70%	\$0.00
52 - Supplies Totals	\$0.00	\$267.23	\$4,382.05	70%	\$0.00
53 - Maintenance Structures/Improvements Totals	\$0.00	\$1,730.23	\$99,944.68	87%	\$0.00
54 - Maintenance of Equipment Totals	\$0.00	\$172.14	\$1,033.15	17%	\$0.00
55 - Services and Utilities Totals	\$0.00	\$0.00	\$500.00	25%	\$0.00
EXPENSE TOTALS	\$0.00	\$15,719.78	\$222,619.83	75%	\$0.00
Fund 226 - Stormwater Drainage Fund Totals					
REVENUE TOTALS	.00	112,521.21	1,227,501.40	+++	.00
EXPENSE TOTALS	.00	15,719.78	222,619.83	75%	.00
Fund 226 - Stormwater Drainage Fund Totals	\$0.00	\$96,801.43	\$1,004,881.57		\$0.00



Financial Analysis

Fiscal Year to Date 09/30/25

		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						
41401	H/M Tax - Art	175,000.00	8,057.11	136,653.31	78	154,272.78
414 - Hotel/Motel Tax Totals		\$175,000.00	\$8,057.11	\$136,653.31	78%	\$154,272.78
419 - Fees/Charges/Sales Totals		\$7,000.00	\$0.00	(\$6,212.64)	-89%	\$6,320.05
426 - Interest Earnings Totals		\$3,000.00	\$0.00	\$4,892.33	163%	\$6,457.43
428 - Reimbursements Totals		\$0.00	\$0.00	\$0.00	+++	\$1,500.00
429 - Contributions Totals		\$140.00	\$0.00	\$11,206.01	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	\$8,057.11	\$147,039.01	79%	\$268,453.59
EXPENSE						
51 - Salary/OtherPay/Benefits Totals		\$108,773.00	\$8,495.67	\$103,156.71	93%	\$63,906.38
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals		\$12,066.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals		\$7,750.00	\$1,995.00	\$4,778.24	62%	\$4,204.42
53 - Maintenance Structures/Improvements Totals		\$17,500.00	\$2,329.00	\$11,931.00	68%	\$14,535.09
54 - Maintenance of Equipment Totals		\$1,000.00	\$0.00	\$0.00	0%	\$109.52
55 - Services and Utilities Totals		\$52,254.00	\$2,111.72	\$21,879.27	42%	\$23,710.20
56 - Insurance/Sundry/Elections Totals		\$14,950.00	\$0.00	\$13,070.49	79%	\$11,991.59
57 - Programs/Projects Totals		\$18,000.00	\$120.00	\$13,302.67	74%	\$10,441.44
78 - Miscellaneous Projects Totals		\$45,000.00	\$6,500.00	\$21,854.29	52%	\$6,830.00
EXPENSE TOTALS		\$277,293.00	\$21,551.39	\$189,972.67	68%	\$135,728.64
Fund 618 - Arts & Visitor Center SRF Totals						
REVENUE TOTALS		185,140.00	8,057.11	147,039.01	79%	268,453.59
EXPENSE TOTALS		277,293.00	21,551.39	189,972.67	68%	135,728.64
Fund 618 - Arts & Visitor Center SRF Totals		(\$92,153.00)	(\$13,494.28)	(\$42,933.66)		\$132,724.95



Financial Analysis

Fiscal Year to Date 09/30/25

	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	\$48,342.46	\$819,916.80	96%	\$925,637.23
419 - Fees/Charges/Sales Totals	\$98,000.00	\$7,918.03	\$98,214.48	100%	\$100,958.67
426 - Interest Earnings Totals	\$30,000.00	\$0.00	\$42,792.94	143%	\$58,859.21
429 - Contributions Totals	\$500.00	\$0.00	\$782.33	156%	\$1,741.86
432 - Other Totals	\$200.00	\$0.00	\$6.05	3%	\$168.16
REVENUE TOTALS	\$978,700.00	\$56,260.49	\$961,712.60	98%	\$1,087,365.13
EXPENSE					
51 - Salary/Other Pay/Benefits Totals	\$371,198.00	\$28,954.82	\$373,147.81	99%	\$361,934.88
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$31,273.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$96,150.00	\$8,971.21	\$96,607.54	100%	\$100,320.42
53 - Maintenance Structures/Improvements Totals	\$10,000.00	\$23.00	\$9,616.95	96%	\$9,194.23
54 - Maintenance of Equipment Totals	\$2,750.00	\$0.00	\$212.85	8%	\$79.60
55 - Services and Utilities Totals	\$203,282.00	\$70,733.79	\$205,169.51	74%	\$141,532.14
56 - Insurance/Sundry/Elections Totals	\$167,710.00	\$21,000.00	\$155,348.56	87%	\$123,109.34
69 - Capital Equipment Totals	\$25,000.00	\$9,349.50	\$9,349.50	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	\$83,128.00	100%	\$68,446.00
94 - Transfer to ISF (Replacement) Totals	\$17,943.00	\$0.00	\$17,943.00	100%	\$17,280.00
EXPENSE TOTALS	\$1,008,434.00	\$139,032.32	\$950,523.72	88%	\$834,596.61
Fund 663 - H/M Tax- Tourism & Visitors Cntr Totals					
REVENUE TOTALS	978,700.00	56,260.49	961,712.60	98%	1,087,365.13
EXPENSE TOTALS	1,008,434.00	139,032.32	950,523.72	88%	834,596.61
Fund 663 - H/M Tax- Tourism & Visitors Cntr Totals	(\$29,734.00)	(\$82,771.83)	\$11,188.88		\$252,768.52



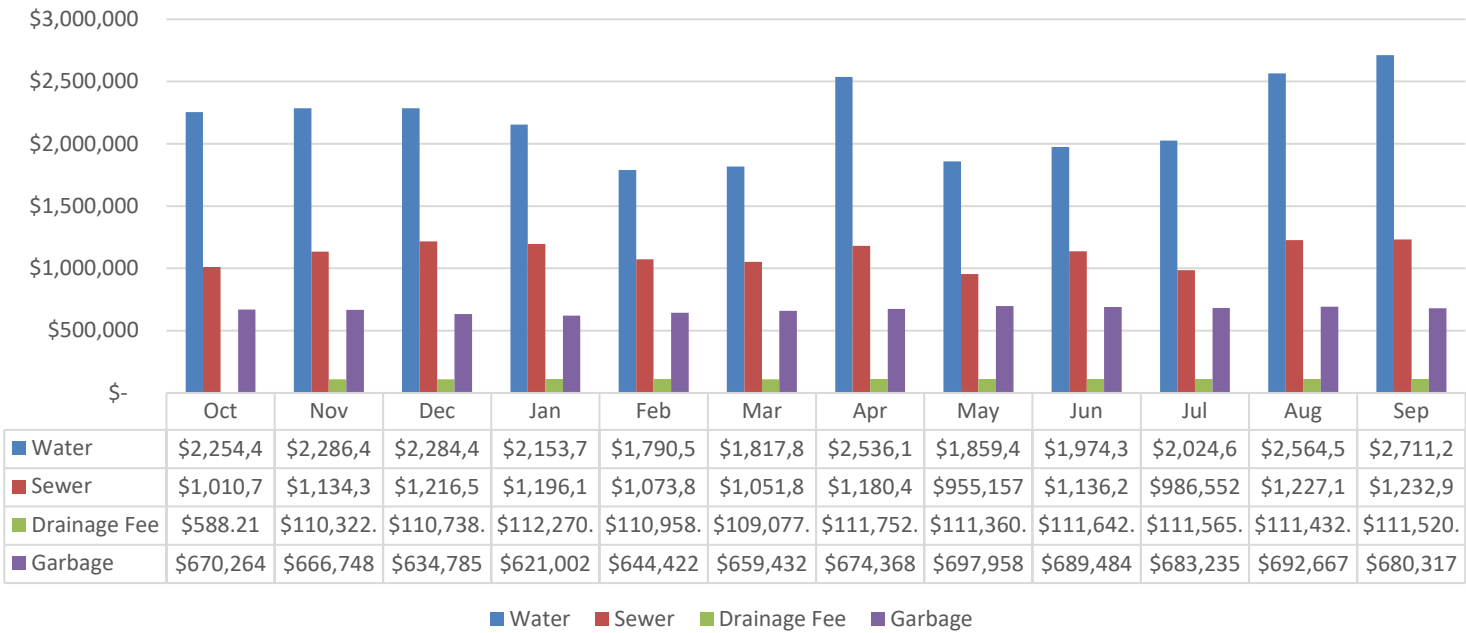
Financial Analysis

Fiscal Year to Date 09/30/25

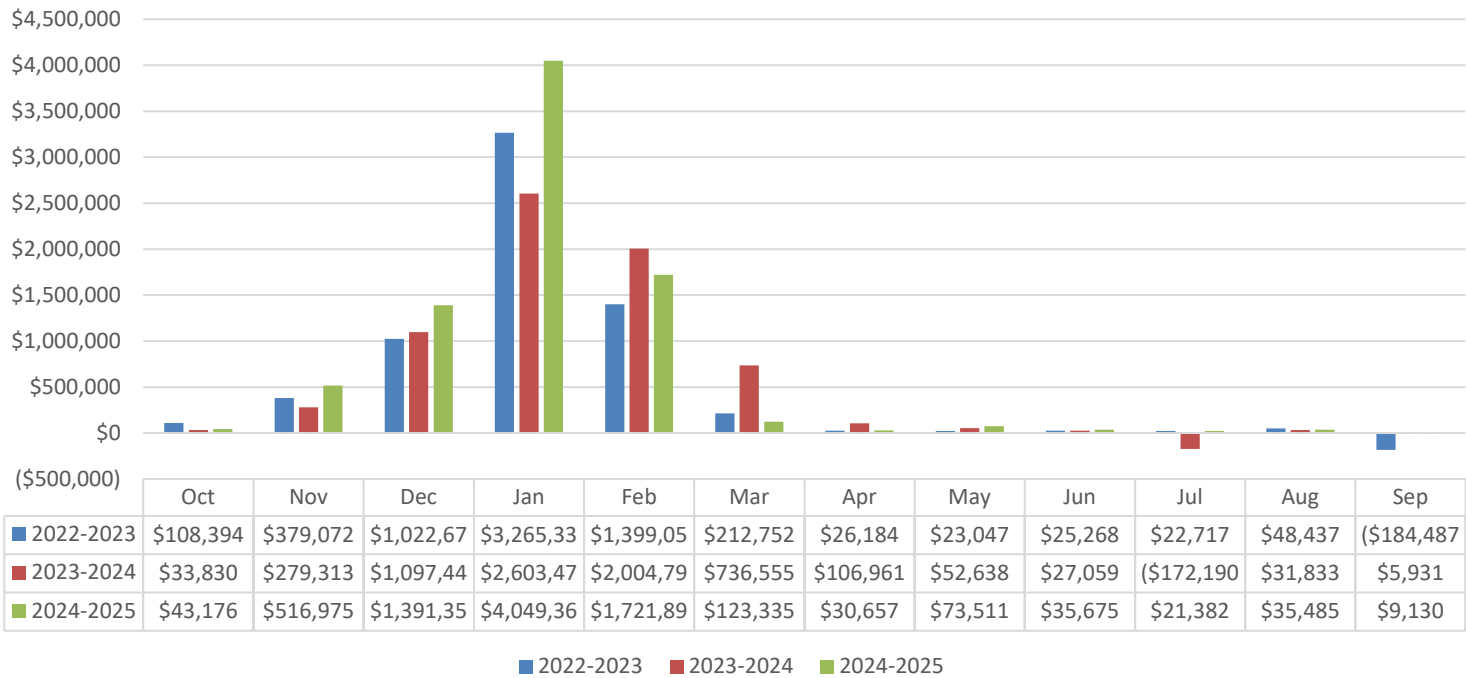
	2024-2025 Adopted Budget	2024-2025 August Monthly Transactions	2024-2025 YTD Actual	2024- 2025 YTD % of the Budget	2023-2024 Final YTD
Fund 609 - Airport SRF					
REVENUE					
419 - Fees/Charges/Sales Totals	\$57,917.00	\$508.78	\$34,346.76	59%	\$31,918.27
426 - Interest Earnings Totals	\$500.00	\$0.00	\$605.11	121%	\$758.66
428 - Reimbursements Totals	\$90,000.00	\$0.00	\$58,944.81	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	\$508.78	\$116,230.68	78%	\$765,811.93
EXPENSE					
52 - Supplies Totals	\$4,250.00	\$0.00	\$304.38	7%	\$1,029.42
53 - Maintenance Structures/Improvements Totals	\$146,000.00	\$2,975.00	\$31,458.38	22%	\$77,884.00
55 - Services and Utilities Totals	\$28,500.00	\$453.69	\$8,876.38	31%	\$9,976.76
62 - Project Costs Totals	\$0.00	\$0.00	\$0.00	+++	\$684,333.92
EXPENSE TOTALS	\$178,750.00	\$3,428.69	\$40,639.14	23%	\$773,224.10
Fund 609 - Airport SRF Totals					
REVENUE TOTALS	148,417.00	508.78	116,230.68	78%	765,811.93
EXPENSE TOTALS	178,750.00	3,428.69	40,639.14	23%	773,224.10
Fund 609 - Airport SRF Totals	(\$30,333.00)	(\$2,919.91)	\$75,591.54		(\$7,412.17)



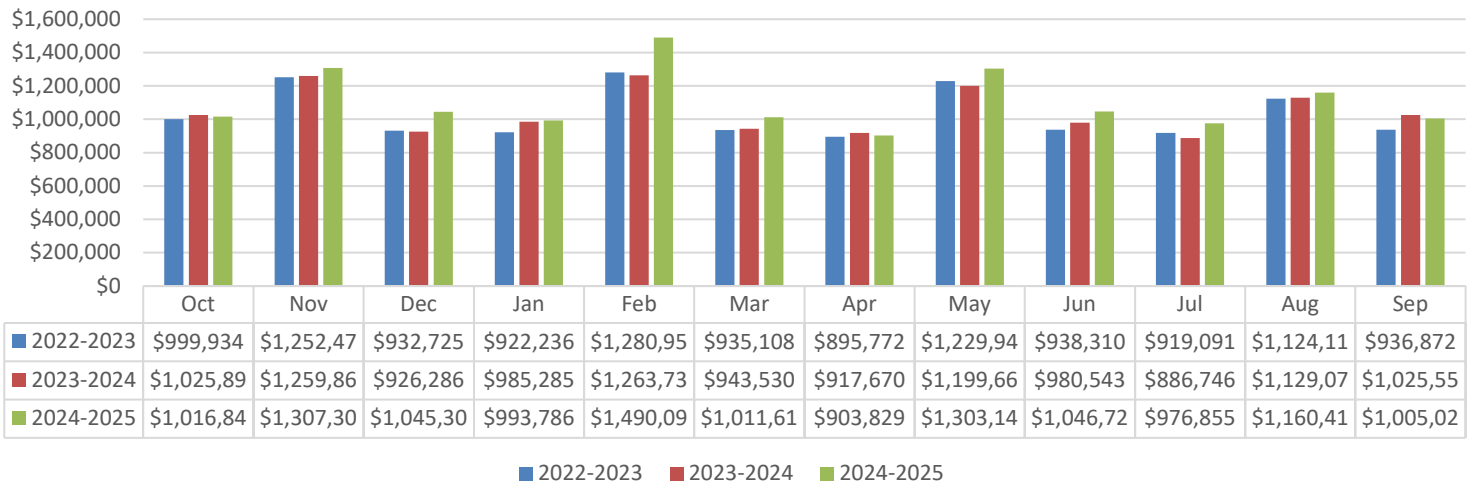
Utility Revenue



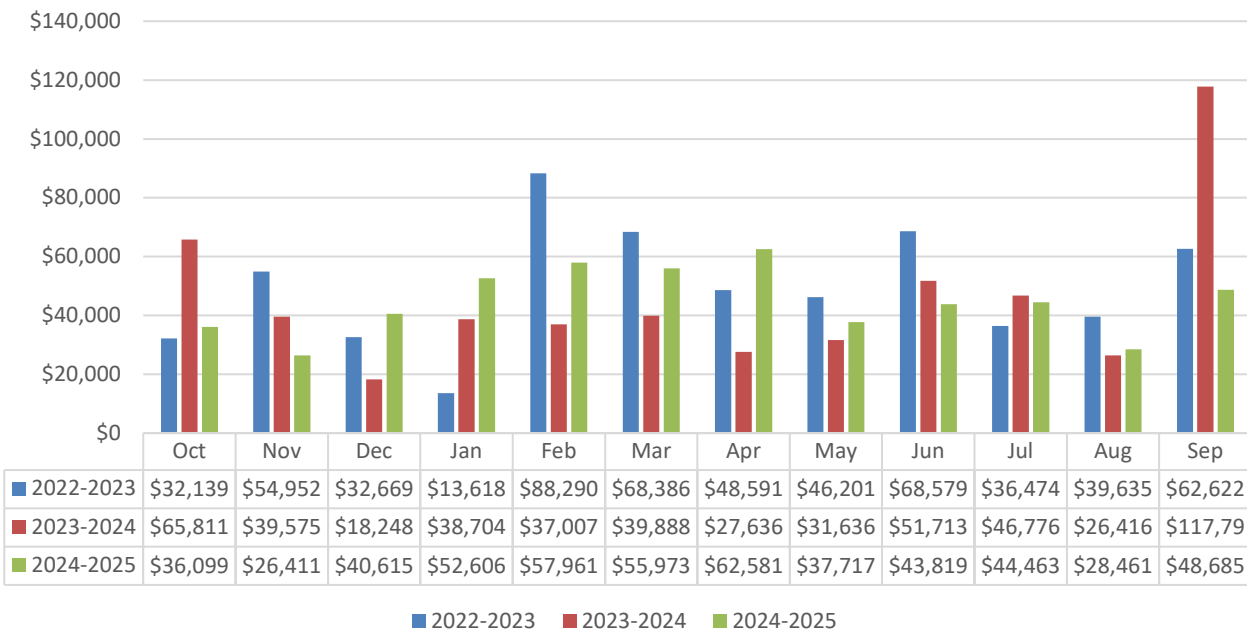
Property Tax Collections-M&O Comparison



Sales Tax Monthly Comparison

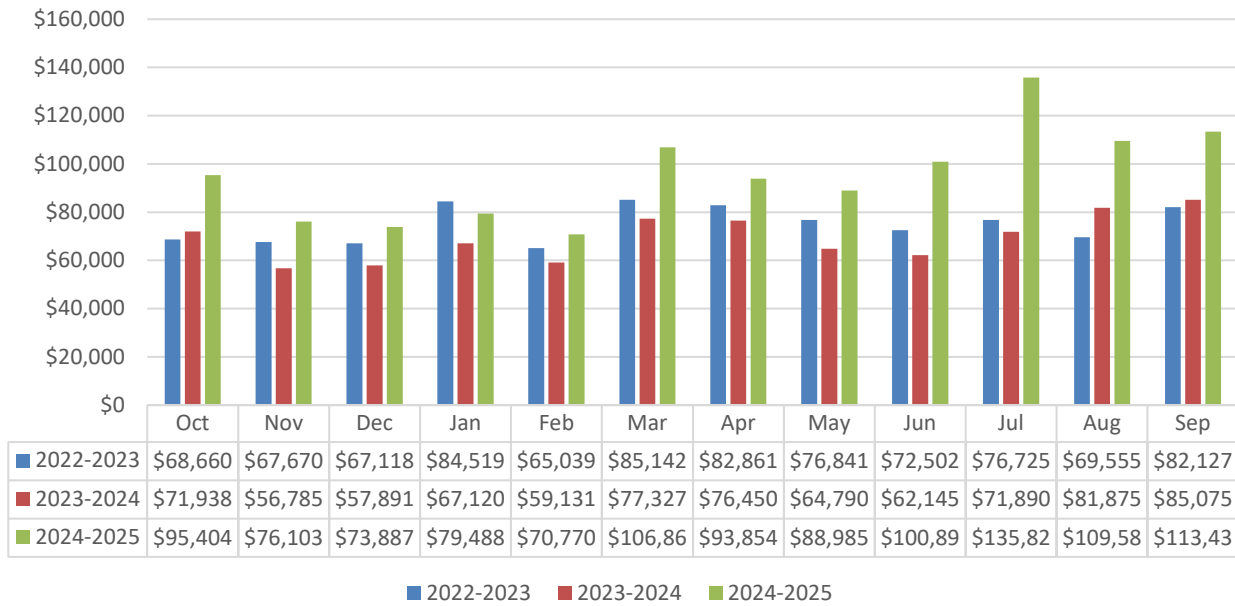


Permit Revenues

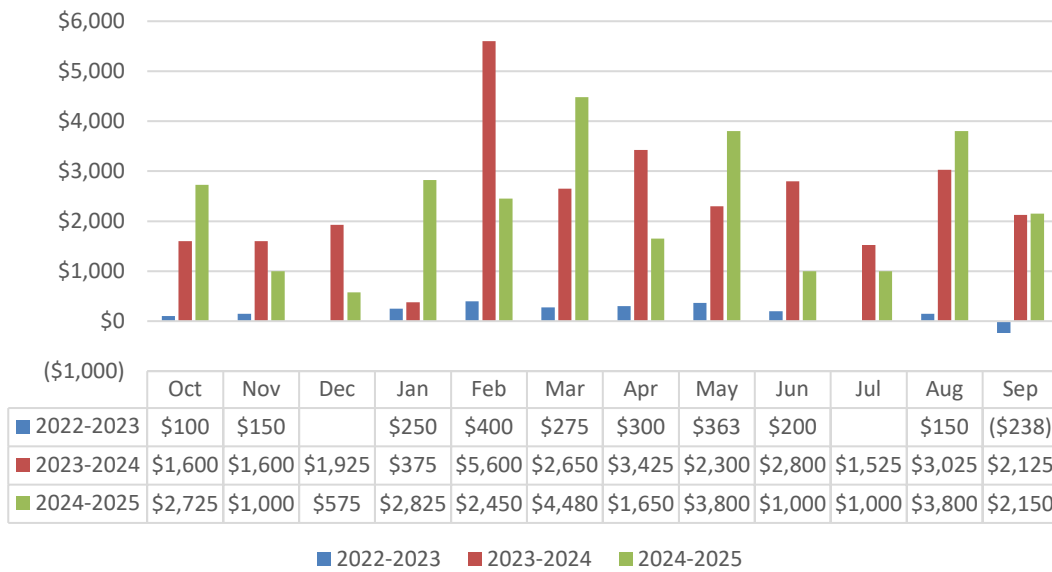




Court Fees Revenue Monthly Comparison

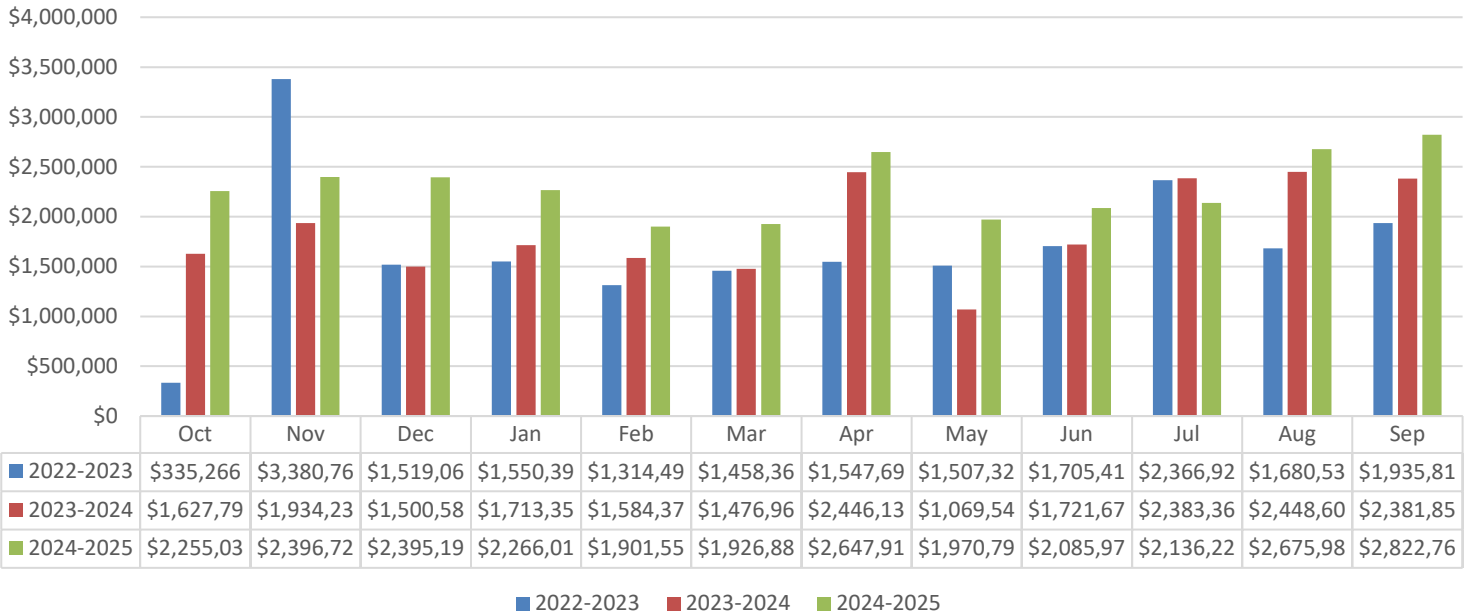


Rental Revenue Monthly Comparison

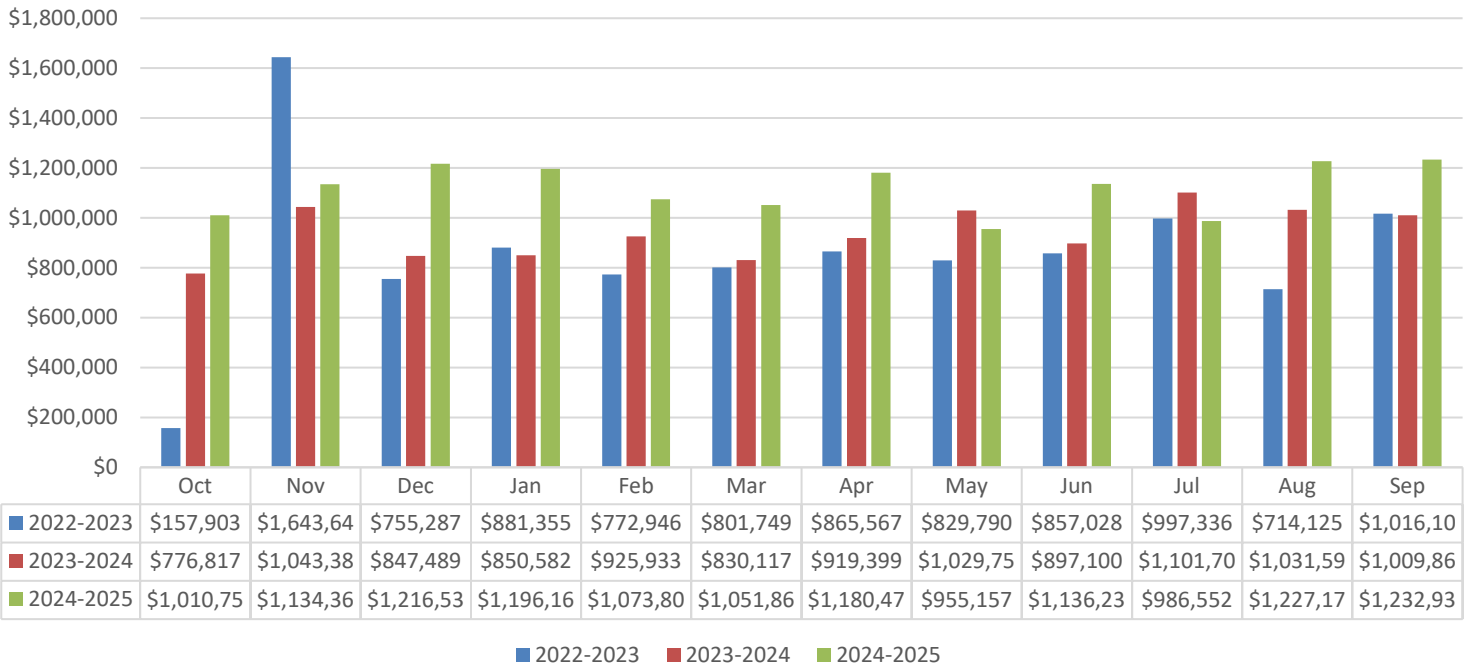




Water Revenue



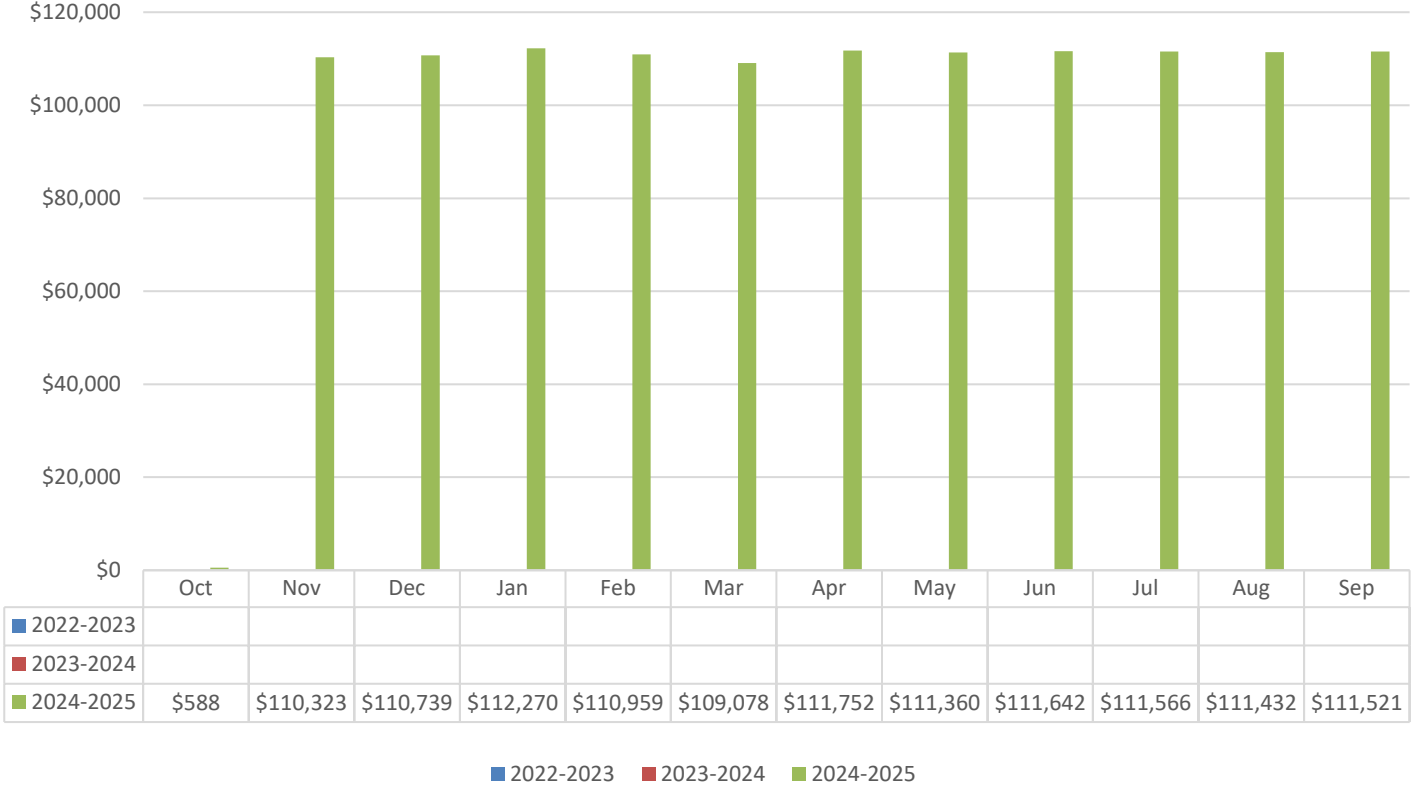
Wastewater Revenue Monthly Comparison



Solid Waste Monthly Revenue Comparison



Drainage Revenue Monthly Comparison





CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.c.

Agenda Item: Consider the approval of the Quarterly Investment Reports for the Third Quarter ending 09/30/2025.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to approve the Quarterly Investment Reports for the Third Quarter ending 09/30/2025.

Strategic Initiative:

Discussion: Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall

Scott Swigert

Kristy Doll

Associated Information:

1. Quarterly Investment report Q3-2025-



City of Huntsville Texas

QUARTERLY INVESTMENT REPORT

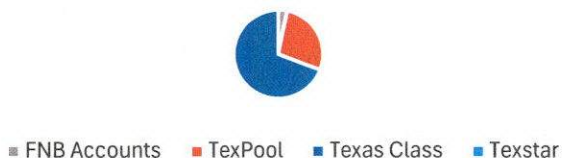
July 1, 2025-September 30, 2025

COMPLIANCE | This report was prepared by the City of Huntsville in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the City's investment officers and includes the disclosures required in the PFIA.

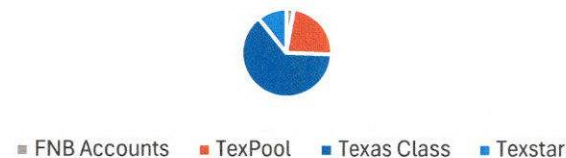
The investment portfolio complies with the PFIA and the City of Huntsville approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

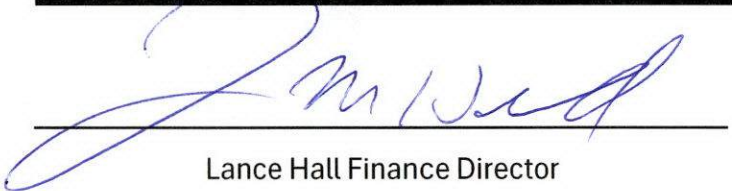
Asset Class	Market Value 06/30/2025	% of Portfilio 06/30/2025	Average Monthly Yield	Book Value 09/30/2025	Market Value 09/30/2025	% of Portfilio 09/30/2025
FNB Accounts	\$ 4,158,501.26	3.25%	0.00%	\$ 3,691,386.18	\$ 3,691,386.18	2.65%
TexPool	\$ 35,148,056.97	27.48%	4.29%	\$ 31,902,166.80	\$ 31,902,166.80	22.91%
Texas Class	\$ 88,585,359.38	69.27%	4.38%	\$ 88,508,816.73	\$ 88,508,816.73	63.57%
Texstar	\$ -	0.00%	4.26%	\$ 15,123,070.84	\$ 15,123,070.84	10.86%
Total	\$ 127,891,917.61	100.00%	3.23%	\$ 139,225,440.55	\$ 139,225,440.55	100.00%
Quarterly Interest Income	\$ 1,465,867.86					
Year-to-date Interest Income	\$ 3,904,153.23					

Asset Holding as of 06/30/2025



Asset Holdings as of 09/30/2025




Lance Hall Finance Director

10-8-25
DATE


Scott Swigert, City Manager

10/8/2025
DATE



City of Huntsville Texas
QUARTERLY INVESTMENT REPORT
July 1, 2025-September 30, 2025



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.d.

Agenda Item: Consider adoption of Ordinance 2025-27 to amend the budget for FY 24-25 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2025-27 to amend the budget for FY 24-25 and/or CIP Project Budgets.

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

Discussion: Detailed explanation of the Budget Amendments is provided in the attachment, Exhibit A, to the Ordinance. The Budget Amendment was discussed with the Finance Committee at their meeting today.

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

Financial Implications: See the attached Ordinance 2025-27 and related Budget Amendment (Exhibit A).

Approvals:

Lance Hall

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. FY 25 ORDINANCE to amend budget ORD # 2025-27
2. Exhibit A BA - PEB Trust FY 24-25 - Fin Comm and Council

ORDINANCE NO. 2025-27

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

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

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the annual budget for fiscal year 2024 – 2025 and the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

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

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The annual budget for fiscal year 2024 – 2025 is hereby amended to include the expenditures and revenues in Exhibit “A” and the Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit “A” attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the fiscal year 2024 – 2025 and Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 21st day of October 2025.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

APPROVED AS TO FORM:

ATTEST:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Budget Amendments FY 24-25 Fin Comm & City Council - October 21, 2025)

Exhibit A

Increase: General Fund -City Manager's Office -Salaries & Benefits	\$	49,753
Increase: General Fund - Police - Salaries & Benefits	\$	22,597
Increase: General Fund - Streets - Salaries & Benefits	\$	1,734
Increase: General Fund - Transfer from PEB Trust	\$	74,084
Increase: PEB Trust Fund - Transfer to General Fund	\$	74,084
Funds are coming from PEB Trust Fund Balance	\$	74,084

Explanation:	City Policy includes provision for paying 2/3 of unused Sick Leave into a Retiree Health Savings account for an employee who is retiring and will be receiving TMRS retirement payments and who is less than 65 years of age at their retirement date. The policy was implemented in the 17-18 fiscal year effective January 1, 2018. There were 2 employees in the fiscal year 24 - 25 that were qualified to receive this benefit. Intent of the Policy is to use PEB Trust funds to pay for this retirement benefit of paying 2/3 of unused Sick Leave into an RHS for qualifying employees retiring. The PEB Trust was created to offset OPEB Liability and eventually pay for various retiree benefits such as this 2/3 Sick Leave.
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CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.e.

Agenda Item: Consider adoption of Ordinance 2025-28 to amend the budget for FY 25-26 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2025-28 to amend the budget for FY 25-26 and/or CIP Project Budgets.

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

Discussion: Detailed explanation of the Budget Amendments is provided in the attachment, Exhibit A, to the Ordinance. The Budget Amendment was discussed with the Finance Committee at their meeting today.

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

Financial Implications: See the attached Ordinance 2025-28 and related Budget Amendment (Exhibit A).

Approvals:

Lance Hall

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. FY 26 ORDINANCE to amend budget - 2025-28
2. Exhibit A BA FY 25-26 Fin Comm - Computer Equipment Fund AV Equipment
3. Exhibit B BA for Rifle-Resistant Body Armor
4. Exhibit C BA FY 26 Airport Road Realignment Project
5. Exhibit D Carry Overs from FY 2025 to FY 2026

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2025-2026 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2025-22 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2025-2026 Annual Budget and CIP Budgets were adopted by Ordinance 2025-22 on September 16, 2025;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the annual budget for fiscal year 2025 – 2026 and the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

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

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The annual budget for fiscal year 2025 – 2026 is hereby amended to include the expenditures and revenues in Exhibits “A, B, C, D,” and the Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibits “A, B, C, D, ” attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the fiscal year 2025 – 2026 and Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 21st day of October 2025.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

APPROVED AS TO FORM:

ATTEST:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Budget Amendments FY 25-26 Fin Comm & City Council -October 21,2025

Exhibit A

Increase: Computer Equipment Fund - Cap.Mach/Tools/Equip.	\$	63,000
Decrease: Computer Equipment Fund - Fund Balance	\$	63,000
Explanation:	Staff is requesting the use of Fund Balance of the Computer Equipment Fund to cover additional Audio Visual (AV) equipment for the New City Hall project. The projected Fund Balance for the Computer Equipment Fund at 9/30/25, before this proposed use, is \$750K. There is no required minimum for the Fund, but this Fund is an Internal Service Fund and requires City Council approval for the use of these funds. Approval of this budget amendment will enable the purchase of AV equipment for the City Hall project.	

Budget Amendments FY 25-26 Fin Comm & City Council- October 21,2025

Exhibit B

Increase: Grants	\$	82,316
Increase: Grant Expenses	\$	82,316
Explanation:	The City applied and was awarded a grant to purchase Rifle-Resistant Body Armor. The Police Department is prepared to use these grant funds to purchase the necessary Body Armor. Approval of this budget amendment will allow the grant funds to be utilized for these purchases.	

Budget Amendments FY 25-26 Fin Comm & Council -October 21,2025

Exhibit C

Increase: General CIP Fund - Airport Road Alignment	\$	236,652
Decrease: Airport Fund - Contributions	\$	215,138
Decrease: Airport Fund - Fund Balance	\$	21,514

Explanation:	New funds are being deposited into this project due to the sale of no-access land to TxDOT for relocating the Airport Road to the signalized intersection at Kate Barr-Ross Park and Hwy 75. On September 16, 2025, the City Council approved the City Manager to enter into an agreement with KSA Engineering for professional engineering services for Huntsville Municipal Airport-Airport Road. Approving this budget amendment will allow the land sale proceeds to be used for the Airport Road Realignment Project.
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Budget Amendments FY 25-26
Fin. Comm & City Council October 21, 2025

Explanation:	Supply chain issues and shortages of all kinds of inventories in general have impacted the City being able to complete purchases of all kinds of goods and services. Due to these issues that the City has no control over there are various purchases of goods and services in FY 24-25 that could not be completed. The following purchases listed which were budgeted for in FY 24-25 are being requested to be "rolled" to the FY 25-26 Budget. The "source" of funds for these "rolled" purchases is Unallocated Reserves/Fund Balances of the applicable Funds. In that the purchases were budgeted for in FY 24-25 but were not able to be fully completed this will have generated Unallocated Reserves/Fund Balance.
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Exhibit D

Increase:	General Fund -Numerus Divisions	\$	2,415,805
Decrease:	General Fund -Unallocated Reserve	\$	2,415,805

Increase:	Utility Fund -numerus Divisions	\$	422,410
Decrease:	Utility Fund -Unallocated Reserve	\$	422,410

Increase:	Police Seizure & Forfeiture SRF	\$	22,799
Decrease:	Police Seizure & Forfeiture SRF - Unallocated Reserve	\$	22,799

Increase:	PD Fed Equitable Sharing Fds SRF	\$	58,560
Decrease:	PD Fed Equitable Sharing Fds SRF -Unallocated Reserve	\$	58,560

Increase:	Police Grants SRF	\$	2,500
Decrease:	Police Grants SRF - Unallocated Reserve	\$	2,500

Increase:	Arts &Visitor Center -SRF	\$	66,058
Decrease:	Arts & Visitios Center SRF-Fund Balance	\$	66,058

Increase:	Capital Equipment Fund -	\$	2,795,984
Decrease:	Capital Equipment Fund-Fund Balance	\$	2,795,984

Increase:	Hotel/Motel Fund -	\$	59,350
Decrease:	Hotel/Motel -Fund Balance	\$	59,350



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.f.

Agenda Item: Consider authorizing the City Manager to approve a contract to purchase a complete Storm Sewer CCTV Equipment Package.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to authorize the City Manager to approve Sourcewell Contract 120721-RAU for the purchase of a Storm Sewer CCTV with a complete storm sewer video system, in the amount of \$171,000.

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 new CCTV system will be utilized to inspect and assist in locating future possible failure issues within the storm sewer systems in the City of Huntsville. CCTV storm sewer inspections are a proactive measure to plan for future repairs and replacement of storm sewer lines by supplying a visual of the interior of the storm sewer line which will detail cracks, breaks, disjoints, etcetera of the line.

Public Works staff evaluated available options to determine the best equipment for storm sewer inspection unit. A portable self-contained "CUBE" unit was chosen. This CCTV unit can be placed in a pickup truck for transport. It can also be used as a backup unit in the Wastewater Division when needed.

City staff has obtained Sourcewell contract pricing for the required services due to the historically advantageous pricing afforded by cooperative purchasing programs. The Sourcewell contract will be utilized for the purchase of the required services in the amount of \$171,000 from Heil of Texas.

Previous Council Action: The funds for this purchase were approved by the Council on September 16, 2025, with the adoption of the FY 25-26 Budget.

Financial Implications: This item is budgeted in 226-384-90300 in the amount of \$171,283.00.

Approvals:

Kim Kembro

Ricardo Villagrand

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.g.

Agenda Item: Consider acceptance of a grant award from the Firehouse Subs Public Safety Foundation for the purchase of a Zodiac rescue boat, motor, trailer and accessories.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution 2025-35 accepting a grant award from the Firehouse Subs Public Safety Foundation valued up to \$33,490.00 for the purchase of a Zodiac Rescue Boat, Motor, Trailer & Accessories, and authorize the City Manager to execute all necessary documents related thereto.

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

Discussion: The Firehouse Subs Public Safety Foundation has awarded the City of Huntsville, on behalf of the Huntsville Fire Department, a grant for lifesaving rescue equipment valued at \$33,490.00. The award includes a Zodiac Rescue Boat, Motor, Trailer, and accessories, with shipping and assembly costs also covered.

This equipment will significantly enhance the City's swiftwater and flood rescue capabilities. Recent incidents, including rescues along Fishermen's Trail (January 2024) and SH 30 at McGary Creek (May 2024), required outside assistance from regional task forces due to the City's lack of specialized rescue equipment. The addition of a dedicated rescue boat will allow the Huntsville Fire Department to respond immediately to future emergencies, reducing reliance on external resources and increasing community safety.

Council authorization is requested to formally accept the award and authorize the City Manager to execute the related procurement and grant documents in accordance with City policy.

Previous Council Action: On February 4, 2025, the City Council adopted Resolution 2025-03 authorizing submission of grant applications for public safety equipment, including lifesaving and rescue tools.

Financial Implications: There is no required local match. The Firehouse Subs Public Safety Foundation will provide full funding for the awarded equipment.

Approvals:

Lance Hall
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2025-35

RESOLUTION NO. 2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, ACCEPTING A GRANT AWARD FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR THE PURCHASE OF A ZODIAC RESCUE BOAT, MOTOR, TRAILER & ACCESSORIES; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS the Firehouse Subs Public Safety Foundation has awarded the City of Huntsville, Texas, on behalf of the Huntsville Fire Department, a grant valued at \$33,490.00 for lifesaving rescue equipment; and

WHEREAS the award will provide a Zodiac Rescue Boat, Motor, Trailer & Accessories to enhance the City's flood and swiftwater response capabilities; and

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

WHEREAS this equipment will improve the Fire Department's ability to perform rescues and protect citizens during severe weather events; and

WHEREAS acceptance of the grant requires formal approval by the City Council;

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

SECTION 1: The City Council hereby accepts the grant award from the Firehouse Subs Public Safety Foundation, valued at \$33,490.00, for the purchase of a Zodiac Rescue Boat, Motor, Trailer & Accessories.

SECTION 2: The City Manager, or designee, is authorized to execute all documents necessary to implement the grant award and procurement in accordance with City policy and grant requirements.

SECTION 3: This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 21st day of October, 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.h.

Agenda Item: Consider authorizing the City Manager to award a mowing and trimming service contract for R.O.W. (Veterans Memorial), Transfer Station, additional acreage mowing, and Bruce Brothers Airport.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to authorize the City Manager to award the mowing and trimming service contract for R.O.W. (Veterans Memorial), Transfer Station, additional acreage mowing, and Bruce Brothers Airport mowing to Precision L&L.

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 the natural environment.

Discussion: The City contracts mowing and trimming services on a routine schedule. The areas owned by the City for which mowing and trimming services are used are referred to as: Veterans Memorial Boulevard, Col. Etheridge, Financial Plaza, Smither Drive, Woodward Drive, Robinson Creek Parkway, The City of Huntsville Transfer Station, and The Bruce Brothers Regional Airport. The City has also requested a cost per acre to mow areas currently unassigned to a maintenance schedule. This service includes mowing, trimming, litter pickup, and the use of herbicide where applicable.

Over the years, the areas that involve outside services have experienced growth. City staff utilized sealed bid proposals for mowing and trimming services to achieve optimal results at a competitive price. Multiple vendors were invited to bid, and the invitation to bid was advertised as required. Six (6) bids were received and opened on September 30, 2025. The proposal requested that each responder outline their qualifications and experience, along with the cost of services.

City staff recommend awarding the mowing of Veterans Memorial, Colonial Etheridge, Financial Plaza, Smither Drive, Woodward Drive, Robinson Creek Parkway, the Transfer Station, additional mowing, and the Bruce Brothers Airport to Precision L&L. The term of this contract shall be effective for a period of one (1) year, with the option to renew for one (1) additional year, with an expiration of September 30, 2027. This option to extend is contingent on budget and City Council approval.

Previous Council Action: The Council previously awarded the contract to Precision L&L on October 1, 2023.

Financial Implications: This item is budgeted in the following accounts: Airport (\$25,000), Street (\$47,933), and Solid Waste (\$18,900). The total approximate budget for the fiscal year is \$91,833. The total approximate budget for the life of the contract is \$183,666.

Approvals:

Kim Kembro

Ricardo Villagrand

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Bid Tab 25-36 Mowing and Trimming Services

Bid Tabulation
Project Name: Bid NO. 25-36 Mowing and Trimming Services
Location: 448 State Hwy 75N Huntsville, TX 77320
Date: September 30, 2025 at 3:00 PM



Item	Description – Right of Way to be Mowed and Trimmed	CyServices & Landscape Solutions		Elite Lawn & Landscaping		Kirby Hold		Lawn Pros		Lone Star Land & Construction Services		Precision L&L LLC		Proway Landscape LLC		T's Commercial Mowing, LLC		Wayne Pool LLC		RCI	
		Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to	Unit Price per mowing	Estimated # of hours to
1	Veterans Memorial Parkway, Colonel Ethridge, Financial Plaza, Smither Dr, Woodward Dr, Robinson Creek Parkway	\$ 5,590.14	24	\$ 4,750.00	18	\$ 3,950.00	24	\$ 4,750.00	24	\$ 5,760.00	24	\$ 3,200.00	12-16 Hrs.	\$ 3,640.00	52	\$ 5,499.55 (\$57.89 per Acre)	20	\$ 8,950.00	30	\$ 4,318.99	71.79
2	Partial mowing of Veterans, Financial, Colonel Ethridge, Woodward Dr. and Smither Dr to include all the medians and six feet behind the curb/sidewalk. *Wildflower protection mowing	\$ 4,590.14	20	\$ 3,675.00	14	\$ 2,950.00	18	\$ 3,900.00	20	\$ 4,500.00	16	\$ 2,450.00	10-12 Hrs.	\$ 2,800.00	40	\$ 4,499.55	15	\$ 7,500.00	20	\$ 2,564.96	51.76
3	Airport Mowing – Est. 60 Acres	\$ 6,220.92	16	\$ 4,200.00	18	\$ 3,000.00	24	\$ 2,000.00	12	\$ 2,040.00	12	\$ 1,800.00	8-10 Hrs.	\$ 3,010.00	45	No Bid		\$ 2,650.00	15	\$ 1,846.71	25.69
3a	Optional Airport Mowing Area – Est. 40 Acres	\$ 3,989.41	12	\$ 2,850.00	12	\$ 2,250.00	18	\$ 750.00	8	\$ 1,360.00	8	\$ 1,000.00	6 Hrs.	\$ 2,100.00	30	No Bid		\$ 1,600.00	10	\$ 2,446.62	27
4	Transfer Station Mowing	\$ 2,745.03	8	\$ 1,475.00	4	\$ 995.00	10	\$ 4,000.00	20	\$ 1,000.00	6	\$ 650.00	4-6 Hrs.	\$ 1,120.00	16	No Bid		\$ 1,800.00	12	\$ 1,325.02	19.21
5	Additional Mowing per Acre	\$ 95.00	0.6	\$ 75.00	1	\$ 95.00	TBD	\$ 90.00	1	\$ 65.00	1	\$ 50.00	1Hr	\$ 70.00	1.5	\$ 57.89		\$ 100.00		\$ 75.50	1
6	Additional Services Offered	Herbicide/pesticide licensed application plant trimming		Landscaping, herbicide s praying, irrigation, brush cutting, lower canopy tree trimming, downed tree removal and debris removal.		Landscaping, mulching, planting, tree trimming, fencing, anything the City needs we can provide		Mowing, Weed eating, Blowing, Debris Removal, Herbicide Application, Fertilization, Seeding, Dirt Work, and Drainage		Mulching, Dirt Work, Fence Construction and Repair, Welding, Demolition		Irrigation install & repair, dirt work, landscape installed and maintenance, spraying of non-regulated herbicide (over counter) tree trimming		Tree Trimming, Irrigation, Mulch, Planting, Landscape Designs				Herbicide application skid steer work, fencing		Horticultural Chemical Services, Irrigation Monitoring, Landscape and Bed Detailing. Please see our proposal for an extended breakdown on services offered as well as information on the people performing it.	



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.i.

Agenda Item: Consider authorizing the City Manager to enter into a contract for printing and mailing services for utility bills and informative inserts.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to authorize the City Manager to enter into a contract with Matrix Imaging Solutions LLC (formerly DataProse, LLC) for printing and mailing services for City utility bills.

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

Discussion: To provide cost-effective and timely delivery of utility bills, the City has utilized a printing and mailing service provider for almost 20 years now. The printing and mailing service is an all-inclusive service allowing the City to avoid the cost of purchasing or leasing equipment to fold and insert bills and avoids costs on the maintenance of such equipment. The City also benefits from reduced costs of printing supplies due to greater discounts the provider receives due to volume and benefits from deeper postage discounts.

The City issued a request for proposals on September 18, 2025, with a closing date of October 2, 2025. Evaluation criteria for proposals submitted were 1) qualifications and experience, 2) RFP scope of work and understanding, 3) references and required forms, and 4) pricing. Proposals were received from 5 firms. The successful firm, based on scoring of the evaluation criteria, was Matrix Imaging Solutions LLC (formerly DataProse, LLC)

The contract is for a one-year period from October 1, 2025, through September 30, 2026.

Approximately 9,548 utility bills are created and mailed each month (114,576 annually) and approximately 1,488 late notices are created and mailed each month (17,856 annually). The annual cost estimated for the contract is around \$100,470.36 (monthly \$8,372.53)

Previous Council Action: Council previously awarded a contract to DataProse through Bid 2022-26, on September 20, 2022, and with the contract effective from October 1, 2022, through September 30, 2023, with 2- 1-year extensions and ended September 30, 2025.

Financial Implications: Cost for the service is budgeted for in the Utility Billing Division in the Utility Fund under Postage, Bill Services, and Communications.

Approvals:

Lance Hall
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Bid Scores - ALL
2. Bid NO. 25-46 (Matrix)
3. Huntsville_Conditional Notice of Award - Matrix Imaging Solutions LLC_20251009
4. Huntsville TX

Bid Evaluation Scores
Project Name: Bid NO. 25-38 Selection of Materials Recycling Facility (MRF)
Location: 448 SH 75N Huntsville, TX 77320



Criteria	Weight	Matrix	InfoSet	SPM Document	The Master's Touch LLC	OneSource	Lineage Connect
B Qualifications & Experience	25	24.67	19.00	20.00	15.33	12.33	18.67
C Questions/Response to Scope of Services	20	20.00	15.33	18.33	16.33	13.33	15.33
D References, Implementation Schedule & Required Forms	20	20.00	17.33	19.33	15.67	15.67	15.67
E Fees	35	31.00	22.67	24.33	25.00	20.00	16.67
TOTAL	100	95.67	74.33	82.00	72.33	61.33	66.33

Kerri Avritt	Matrix	InfoSet	SPM Document	The Master's Touch	OneSource	Lineage Connect
Line B	25	17	20	15	12	18
Line C	20	18	20	16	15	15
Line D	20	17	20	14	16	15
Line E	30	20	28	30	20	10
Total	95	72	88	75	63	58

Sabrina Friedrich	Matrix	InfoSet	SPM Document	The Master's Touch	OneSource	Lineage Connect
Line B	25	25	25	15	15	20
Line C	20	20	20	15	15	15
Line D	20	20	20	15	15	20
Line E	30	30	30	30	25	30
Total	95	95	95	75	70	85

Gabriela Quintana	Matrix	InfoSet	SPM Document	The Master's Touch	OneSource	Lineage Connect
Line B	24	15	15	16	10	18
Line C	20	8	15	18	10	16
Line D	20	15	18	18	16	12
Line E	33	18	15	15	15	10
Total	97	56	63	67	51	56

Kerri Avritt
 Sabrina Friedrich
 Gabriela Quintana

Kerri Avritt
Sabrina Friedrich
Gabriela Quintana

Date 10/8/25
 Date 10/8/25
 Date 10/8/25

 ORIGINAL

PREPARED FOR:



 **MATRIX**

ORIGINAL



TAB A: General Information

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LETTER OF TRANSMITTAL

September 30, 2025

Lucy Gonzalez
Procurement Manager
City of Huntsville
448 State Highway 75 N
Huntsville, TX 77320

RE: RFP #25-46 Utility Billing and Mailing Service

Dear Lucy,

Matrix Imaging Solutions thanks you for the opportunity to submit our response to your Request for Proposal in support of your Utility Billing and Mailing Service requirements. As a current vendor to the City, Matrix Imaging Solutions understands what it takes to meet and exceed your expectations. Please note the following as it relates to our response:

- Matrix Imaging Solutions exceeds all the minimum requirements of the City's request for this Proposal. Our response has been developed with every effort to meet your unique needs for output services.
- Matrix Imaging Solutions is in receipt of all formal RFP related documents, including Addendum 1.
- Matrix Imaging Solutions is taking no exceptions to the terms, conditions, specifications, or other requirements listed in the RFP.
- Matrix Imaging Solutions complies with all insurance requirement coverage levels and will provide the required endorsements should we be the chosen vendor.
- This proposal is a firm and irrevocable offer valid for 90 days unless otherwise requested.
- Matrix Imaging Solutions requests that our client references remain confidential.

We believe the key to success is building long-term relationships with our clients as not just a vendor, but a partner. Matrix Imaging Solutions offers decades of experience in the critical transactional document production industry, including more than thirty-five (35) years serving city and county governments and municipal utilities. We currently provide output billing services to over 400 clients across the U.S. including more than 350 municipal utilities, courts and taxing agencies. Our experience includes extensive knowledge of Tyler Technologies Utility Product Suite, including Incode, Munis, Eden, New World and many others, with more than 125 current clients using Incode. Although we are large enough to offer you comprehensive solutions, we are small enough to provide you with the one-on-one service and attention you should expect. I can personally assure you that Matrix Imaging Solutions will continue to provide you with the highest level of quality and responsive service available in the market today.

Our team thanks you for the opportunity and we welcome your questions and input.

Best Regards,

Proposal Follow-up Contact:

Colin Dentino, MBA
Director of Business Development
585-409-3993
cdentino@matriximaging.com

With Binding Authority From:

Brian Snyder, CSO
Matrix Imaging Solutions, LLC.
1122 W. Bethel Rd., Suite 100
Coppell, TX 75019
bsnyder@matriximaging.com



TAB B: Qualifications and Experience

For over 35 years the Matrix Imaging Solutions team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. To exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with your specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in terms of quality, timeliness and responsive customer service.

Below are some examples of what makes Matrix Imaging Solutions one of the leading providers of critical document management and print/mail services in the nation:

- Completely integrated electronic and printed output options.
- A primary focus on critical transactional document services in the Utility Market Vertical.
- Highest quality processing with secure and auditable processes.
- Online customer portal: Matrix Access, for file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost, and SLA & production details.
- Hosted document archive and web presentment options.
- Full-Service USPS Postal Unit (DMU).
- Utilization of "best-in-class" industry software's: Quadient and OpenText-ExStream to compose and develop applications for print and electronic solutions.
- Expandable processing/mailing capacity to ensure SLAs are always met or exceeded.
- Experienced, professional programming, implementation and account management team.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

Matrix Imaging Solutions has and continues to invest in creating online applications that help you manage your business with us as well as the communications with your customers. With these tools, you can monitor production, gather statistics, create dynamic and personal messages on documents, manage inserts, create and submit dynamic letters, file review and approve and track both outgoing and reply mail. Below is a brief description of our online applications.

- [Matrix Access Customer Portal](#) provides 24/7 file downloading, CASS and NCOA, variable messaging on individually selected documents and inserts, online document proofing prior to printing, online ability to make last minute changes before printing, real time job tracking to monitor your project throughout the entire process, detailed reporting, address updates/corrections reports from CASS and NCOA, including postage costs by job upon job completion, weekly and monthly summary reports, and mail tracking of your project from departure to delivery.

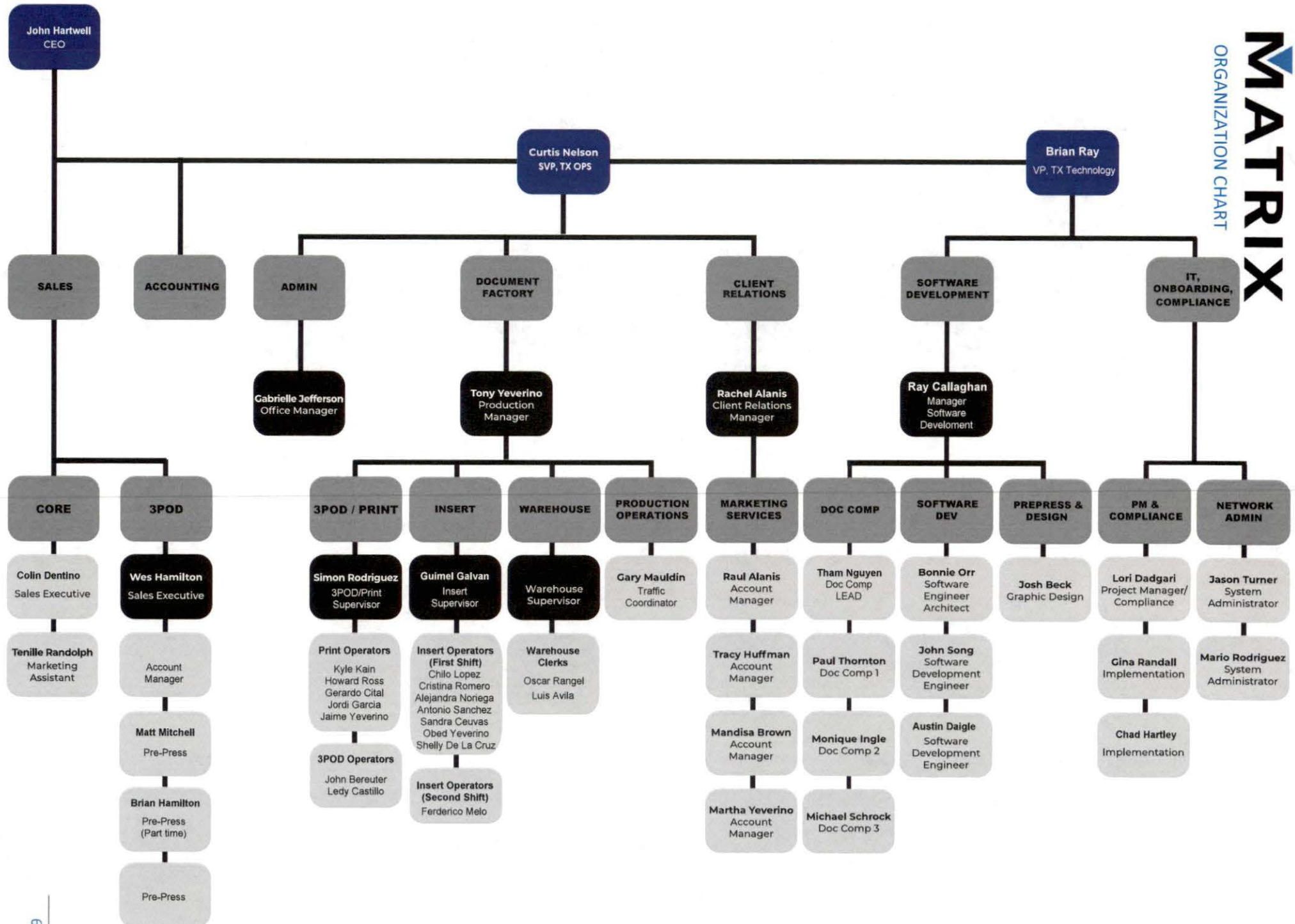
MATRIX

- [Matrix View](#): This feature is a fully hosted web application that electronically stores exact replicas of your statements. This provides you with the ability to search, view or print a document exactly as it appears to your customers, online 24/7.
- [View and Approve](#): This online tool provides the ability to view and approve your proofs or hold entire jobs for reviewing individual documents. This allows for your ability to set specific jobs on hold and perform business validation at the document level.
- [Message Manager](#): This online tool gives you the ability to add or change messaging on your bill quickly before production begins, search existing messages, or create new messages by state, zip code, or user defined data fields.
- [JobTrax](#): This online feature gives you the ability to track your project throughout the production process.
- [MailTrax](#): This online tool gives you the ability to track your inbound/outbound mail throughout the USPS postal system up to the point of delivery.
- [eBill](#): This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting – 24/7 access to back-end reporting on any user-defined fields.

Matrix Imaging Solutions Locations and Contact Information	
Southwest Production: (DMU)	1122 W. Bethel Rd., Suite 100
	Coppell, TX 75019
	(800) 876-5015 - Phone
	(972) 462-5428 - Fax
Processing, printing, and mailing will take place at this facility.	Office hours: MON-FRI, 8:00 AM – 5:00 PM CST
	After-hours hotline: (888) 856-3185
	Production hours: MON-SAT, 6:00 AM – 10:30 PM CST
East Coast Production Facilities: (DMU)	6341 Inducon Dr. E.
	Sanborn, NY 14132
	5115 Pegasus Court, Suite H
	Frederick, MD 21704
West Coast Production: (DMU)	2930 Ramona Ave., Suite 100
	Sacramento, CA 95826
Primary Point of Contact:	Colin Dentino
	(585) 409-3993
	cdentino@matriximaging.com

MATRIX

ORGANIZATION CHART





STAFF PROFILES

Curtis Nelson, SVP – Operations

Curtis Nelson's 32+ year tenure in the billing industry with Matrix Imaging Solutions includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for Matrix Imaging Solutions, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines. (PCI, NACHA, etc.)

Tony Yeveirino, Production Manager

Tony currently manages the overall Production Operations at Matrix Imaging Solutions. In his 22+ year tenure with Matrix Imaging Solutions, he has managed several aspects of the production environment. He is well-versed in the operation, servicing and production scheduling & planning for many types of Digital Imaging, inserting and other ancillary equipment environments. (Including, Xerox, OCE Canon, Ricoh, MBO, Bell & Howell, Pitney Bowes, Document Data Solutions, and more). Tony was a critical team member as Matrix Imaging Solutions deployed its Automated Document Factory back in 2001. During a time when many operations had not yet begun to investigate ADF technology, Tony was helping Matrix Imaging Solutions implement this best-in-class technology.

Brian Ray, SVP - Management Information and Technology Solutions

Brian spent over 16 years managing transactional document production. This tenure includes an extensive background in providing technological solutions supporting off-site outsourcing agreements. Brian is a Texas Tech graduate with a BS in Electrical Engineering and has worked several different Information Technology assignments before moving into a management role in 2002. In addition to working as an IT design architect with application design, networking, programming and billing, Brian has spent most of the last 15 years improving overall workflow and creating technology efficiencies – including architecting the migration of the people, processes and equipment for one of Xerox's largest banking customers. Brian was the 1999 recipient of the Xerox National Champion of Customer Satisfaction award and in 2004, earned his Lean Six Sigma Greenbelt. Brian joined Matrix Imaging Solutions in 2013 and has put his talents to use improving on our already strong processing and production systems.

Gina Randall, Project Implementation Manager

Gina oversees major project implementations and manages Matrix Imaging Solutions account relationships for over 20 years. Her dedication and hard work includes detailing project specifications, facilitating communication with various internal and external teams, analyzing client data/statistics and providing client education and training. Gina's vast experience and can-do attitude are valuable assets in meeting and exceeding client expectations.

Rachel Alanis, Client Services Manager

Rachel's offers several years of experience as an Account Manager and has served our clients with Matrix Imaging Solutions for over 15 years. Her dedication and hard work not only ensure that her clients' questions are answered, but she also maintains a strong relationship with each and every one of her contacts. She encourages open communication and always goes the extra mile to take care of her clients. Rachel is a graduate of Texas A&M University.

Colin Dentino, Director of Business Development

Colin is a skilled professional with a background in business development, sales, marketing and project management. He consistently exceeds sales targets and builds lasting relationships with clients in the Utility, Municipality, and Healthcare industries. He also assists with our internal business tools and marketing efforts in digital marketing, lead generation, and customer acquisition. Colin's daily responsibilities include communications with potential clients to discuss products or services, making sales presentations and proposals, negotiating contracts and pricing, following up with existing customers to ensure satisfaction and repeat business, and staying up to date on industry trends and product knowledge to better serve customers. He holds a Bachelor of Science in Fine Art and an Executive MBA and received the Summer 2023 Dale Carnegie Training Course Highest Award for Achievement. Colin joined the Matrix team in 2019.



TAB C: RFP Scope of Work Understanding

PROJECT IMPLEMENTATION PLAN

The general scope associated with any new project is estimated at twelve (12) weeks understanding that all requested items are returned to Matrix in the timeframe stated. ***As a current client, this timeline does not apply.*** Our proposal provides development up to 80 hours of programming. This reflects our average timeframe to develop and onboard a typical customer application. Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved. We will also do our best to accommodate an earlier go-live date. In order to begin your implementation, the following items will be required:

- Test Data File
- Data Layout
- Client Logo
- New Client Checklist
- NCOA-Link documentation
- Mockup (if applicable)

Your Project Manager will provide you with all documentation necessary to begin development and is able to assist you with any questions you may have about the items listed above. After the completion of the initial development, you will receive samples from Matrix Imaging Solutions. You and your Project Manager will complete a series of correction and revisions as deemed necessary in order to create your desired new statement design. Once the design of the statement is complete, you will be asked to perform a Parallel Test.

For each project implemented by Matrix Imaging Solutions, you will be assigned a dedicated Account Manager to facilitate all client communication and funnel all questions or concerns. Your Account Manager will represent Matrix Imaging Solutions and will be equipped with the necessary information to complete the project. In turn, we ask that one point of contact be established at the client level to facilitate client changes, revisions and final approval for the application to be built. Although various components of the project may be assigned to specific individuals on your team, it is ultimately the main point of contact that the Account Manager will consult regarding format changes and final decisions that may arise while the project is in production. Each project is also assigned to a Matrix Imaging Solutions developer. This person is responsible for the data programming associated with your application including data mapping and bill design. The Project Manager and Developer work closely to produce your final product. The developer is the person that will be a technical resource for the development of your application in the event data specific questions arise.

It is imperative that all items be received and returned in a quick and efficient manner. Failure to return items as requested may result in a delayed live date. Your project cannot begin until a test data file, data layout and checklist are received. Your project completion date will be assessed once all components are returned and submitted for scheduling. A conference call may be needed within two weeks of project submission in order to answer questions regarding your data set by the assigned development programmer. In most cases, an initial sample of the project can be expected within two to three weeks from project submission. Again, this date is subject to change and will be defined on your project plan from the point of receipt of requested items.

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product.

As with any new change, you may see a need to alter the initial sample as presented by Matrix Imaging Solutions. Your Project Manager will provide you with a Corrections and Revisions Form in order to alter the initial sample. This form is necessary to obtain your final desired project. Your preference may be to increase the font size of one section or add your website and office hours. In any case, be sure to clearly define your requested revisions to your PM and on the correction and revisions form. We understand that it may be necessary to complete a series of corrections and revisions. As a general rule, we anticipate a maximum of three rounds of corrections and revisions.



PROJECT TIMELINE

Project Plan

Phase 1 – Project Overview and Scope Defined – Three (3) Weeks

- Schedule a project kick-off session with your team.
- Identify client stakeholders involved and confirm overall project scope.
- Review selected documents components and process. Identify any future changes/recommendations if applicable.
- Review project input checklist (format, fonts, color, messaging, graphing, etc.).
- Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.
- Weekly, documented updates will be provided by the Matrix Imaging Solutions Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review the responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.

Project Development

Phase 2 – Application Development – Six (6) Weeks

- Working collaboratively with your team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.
- Working collaboratively with you, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.

Project Execution

Phase 3 – We will work together to finalize the project. The estimated time is three (3) weeks.

- Custom stock ordered and received if applicable.
- Postage deposit received or verified with USPS. Matrix Imaging Solutions requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.
- Create “live samples”, present, and gain approval. Lock box approves remit samples.
- Schedule parallel production and confirm cycle schedule with you.
- Train client contact(s) on Matrix Access – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes
 - FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.
- Receive final sign off to proceed.

Project LIVE

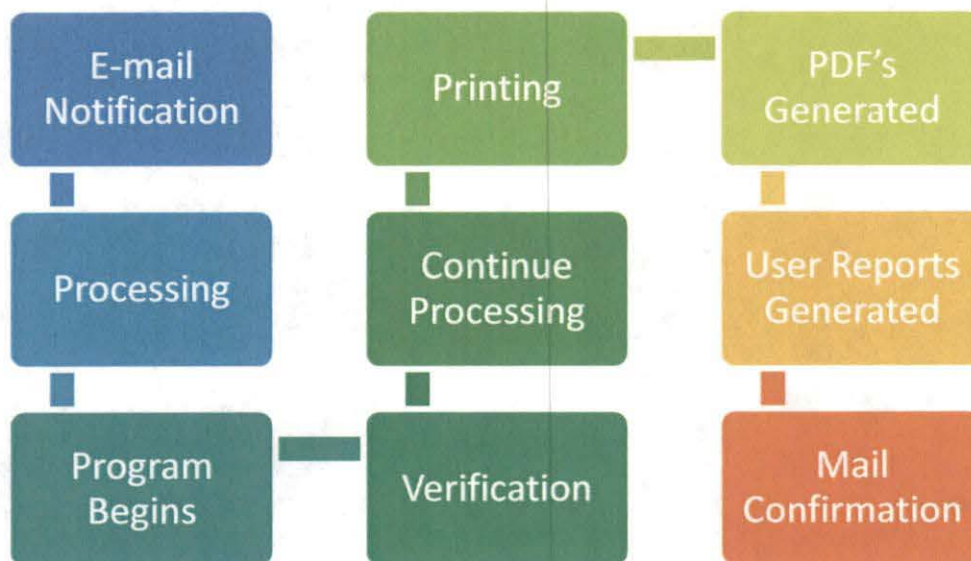
Final Phase – LIVE Production Run

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PRODUCTION PROCESS OUTLINE

All programs implemented by Matrix Imaging Solutions have been automated to the fullest extent possible. Upon receipt of your data, the following process will automatically begin:

- ✓ An email notification will be sent to key Matrix Imaging Solutions individuals responsible for your application.
- ✓ Your data file(s) will be transmitted to the appropriate location for processing.
- ✓ The program will begin.
- ✓ We will perform predefined verification steps (Developed application by application)
- ✓ Once your files have been automatically verified for accuracy, the processing will continue.
- ✓ Print files will be prepared.
- ✓ PDF files will be generated.
- ✓ Electronic data will be downloaded for presentation on the internet.
- ✓ Upon completion of the processing, you will be emailed a processing report (usually within 4 hours of receiving your files)
- ✓ And at the time your bills have been delivered to the USPS, you will receive a 2nd confirmation of delivery (Usually within 4 hours of mail delivery)



It is only out of our continually changing efforts to meet our clients' needs that we have purposely added several manual steps for verification in order to ensure that the proper attention is given to the accurate and current insert and insert weight verification and processing verification.

MATRIX

Matrix Access – YOUR SECURE CUSTOMER PORTAL 24/7

Job Processing at your finger tips! Matrix Access is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the Matrix Imaging Solutions Secure Matrix Access Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. Matrix Access provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through Matrix Access.

Secure Access:

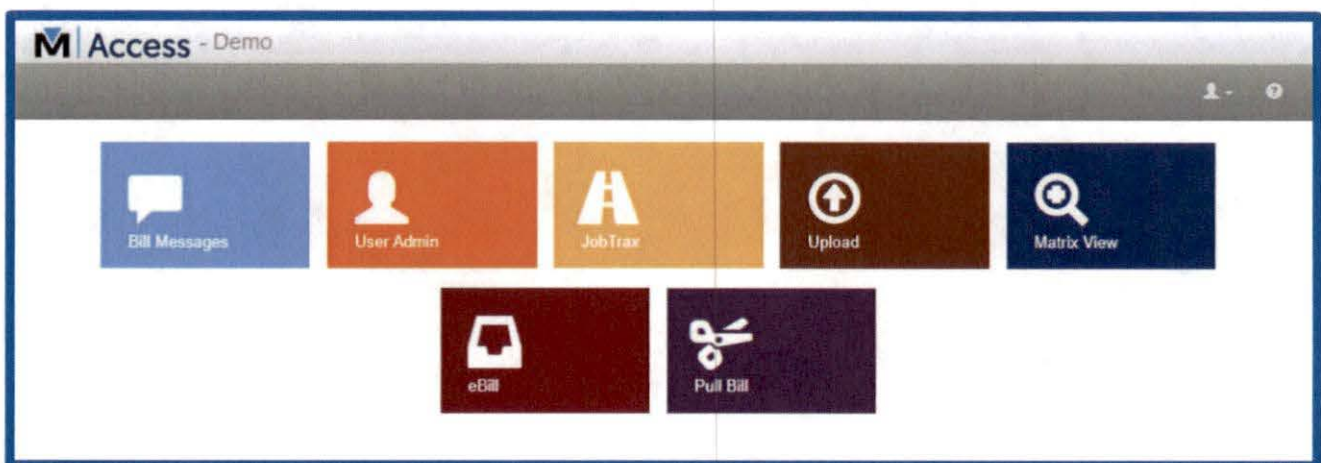
Our clients are provided a safe and secure login to access our Matrix Access Customer Portal.



The screenshot shows the Matrix Access login interface. At the top, there is a header with the Matrix logo and the word "Access". Below this, the text "Sign in to your account" is displayed. The login form includes fields for "User Name" and "Password", a "Remember me?" checkbox, a "Log in" button, and a "Forgot your password?" link. At the bottom of the page, it says "Powered By MATRIX" and "© 2025 Matrix Imaging Solutions".

Inside Matrix Access Client Portal:

Our client portal is very user friendly and contains help information throughout the site. Simply click on the process selection needed for your project needs.





Secure FTP

Get the convenience of your favorite web browser and the security of FTP. It's a simple and secure way to deliver your valuable billing data to our servers.

M Access - Demo

Rachel Alanis at 972-462-5405

[Bill Messages](#) [eBill](#) [Job Trax](#) [Matrix View](#) [Upload](#)

[Home](#) / [File Upload](#)

File Upload

Test File ☐

Application

Invoices

of Statements

Bill Date

Files

File Name

Size

Status

+ Add files...

Start upload

Powered By **MATRIX** | © 2025 Matrix Imaging Solutions. | [Contact Us](#)



JOB TRAX

Stay updated by logging in and watching your project move through data processing, printing and mail services.

M

Access - Demo

Rachel Alanis at 972-462-5405

Bill Messages

eBill

JobTrax

Matrix View

Upload

HomeJobTrax

JobTrax

Jobs

Show10▼ entries

Search:

Job Number	Description	Mail Pieces	Started	Progress	Mail Date
153580AA27	Invoices	300	Jun 27 2025 08:16AM	10%	
Detailed Status by Mailing Group as of 7/10/2025 11:13:52 AM					
Group	Pieces	DP	Imaging	Inserting	By
1A	300	10%			
149936EA03	DP-EBill	8	Jan 03 2025 12:44PM	100%	Jan 03 2025 01:05PM
149936EA26	DP-EBill	8	Dec 26 2024 03:12PM	100%	Dec 27 2024 09:00AM

Search Job Number

Search Description

Search Mail Pieces

Search Started

Search Progress

Search Mail Date

Showing 1 to 3 of 3 entries

Previous1Next

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MATRIX

EBILL

Example 1

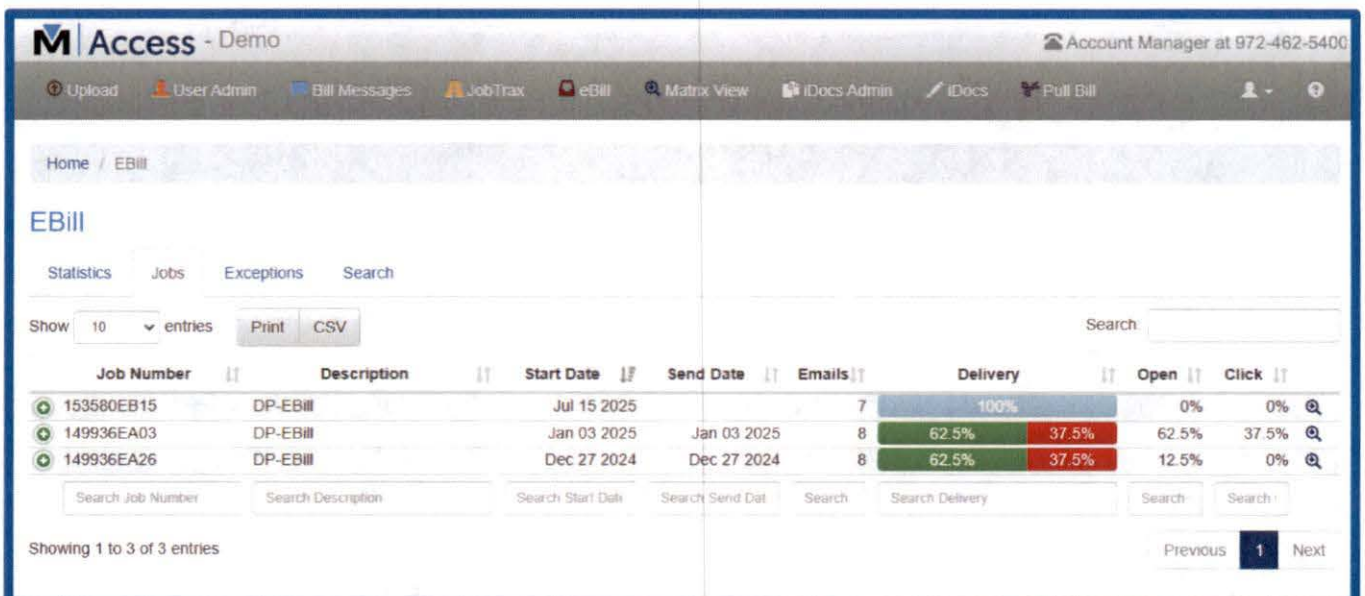
Job 149936EA03, in this example 62.5% of the recipients received their email. 37.5% did not receive their email.

- Exceptions with email delivery.
- Action is necessary to deliver emails with exceptions.



Example 2

Job 153580EB15, in this example 100% in blue but no send date. These emails are loaded and waiting to be sent. Jobs begin sending at 10:00 pm Central time.



MATRIX

MESSAGE MANAGER

Manage your statement messaging:

The Message Manager tool is found inside the Matrix Access Client Portal. It allows Matrix Imaging Solutions customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical size of the message can be up to 500 characters. Matrix Imaging Solutions Account Managers assist our customers at no cost regarding the graphic requirements for bill messaging.

Self Service Messaging enables business users to own and manage content and personalize communications for customers. With Self Service Messaging, business users have access to manage the messages and targeting rules for pre-defined content blocks. Remove the frustration, cost and delays of requesting IT to change communications content by opening the communication content to the most appropriate subject matter experts in the business. Proof your designs according to communication channel or device, including print, email, SMS, dynamic HTML5, or mobile notifications.

Configure approval processes to ensure all content and communications are appropriately checked and approved before sending to ensure the communications are fully compliant. Before deploying, enforce approval processes for all appropriate content, from individual content pieces to personalized templates.

M Access - Demo Account Manager at 972-462-5400

Upload User Admin Bill Messages JobTrax eBill Matrix View iDocs Admin iDocs Pull Bill

Home / Bill Messages

Bill Messages

Show 10 entries Search:

Application	Type	Name/Number	Message	Start Date	End Date
Invoices	All Bills		The City DOES NOT...	07/15/2025	
Full Message Text (306 characters) The City DOES NOT contact customers after hours or on weekends regarding past due accounts. Any customers contacted during these times should consider the call fraudulent and contact the police department @ 555-333-1111. Please visit our website @ www.yourcity.org for more information and upcoming events.					
Invoices	All Bills		All city offices ...	07/15/2025	
Full Message Text (357 characters) All city offices will be closed on May 31, 2025, in case of water and sewer emergencies you can call 222-333-2222. Trash pickup will be running regular routes. April 30th kicks off this years Music in the Park concert series, free music every Friday in May and June at 8pm. For more information on upcoming event please visit our website at www.yourcity.org					

Search Application Search Type Search Name/Number Search Message Search St Search Er

Showing 1 to 2 of 2 entries Previous 1 Next

+ Add Message



COMPREHENSIVE REPORTING

Matrix Imaging Solutions provides a wide range and types of reporting for client reconciliation for each job/project submitted for production as you can see under the Reports area in this screenshot.

Access - Demo Rachel Alanis at 972-462-5405

Bill Messages eBill JobTrax Matrix View Upload

Home JobTrax

JobTrax

Files Uploaded But Not Yet Processed

Statements	Bill Date	Upload Date	File Name	File Size
100	Jul 11 2025	Jul 11 2025 01:31PM	DO_20250711_133105.zip	1.85 MB

Jobs

Show 10 entries Search:

Job Number	Description	Mail Pieces	Started	Progress	Mail Date
153580AA27	Invoices	300	Jun 27 2025 08:16AM	10%	
Detailed Status by Mailing Group as of 7/14/2025 2:24:30 PM					
Group	Pieces	LDP	Imaging	Inserting	LDy
1A	300	10%			
Reports					
• ClientReports_DOA_bar.txt					
• ClientReports_DOA_bar.xlsx					
• ClientReports_DOA_PulledBills.xlsx					
• DPSYS_Report_153580AA27.pdf					
Inserts					
• BRE					
• Driven By Technology					
149936EA03	DP-EBill	8	Jan 03 2025 12:44PM	100%	Jan 03 2025 01:05PM
149936EA26	DP-EBill	8	Dec 26 2024 03:12PM	100%	Dec 27 2024 09:00AM

Search Job Number Search Description Search Mail Pieces Search Started Search Progress Search Mail Date

Showing 1 to 3 of 3 entries Previous 1 Next

The most important report that most easily details the breakdown of records received and processed is the “DPSYS Report”. This report is presented in PDF format and is available immediately after processing is complete. See DPSYS report sample following this page. Although the DPSYS report and MU Output Summary Report are the only reports that have been included in the RFP response, there are many others available after processing that provide additional detail.

- MailTrax Progress Report
- DPSYS Report – PDF
- MU Output Summary Report – PDF (Move Update)
- MU Output Report – DAT (Move Update)
- MU Summary – PDF
- Client Reports – TXT (invalid address report)



MATRIX ACCESS REPORT SAMPLES

MailTrax Progress Report:

MailTrax is our mail tracking service that utilizes USPS IMB barcode scans to track mail through the USPS system. This allows your personnel to know the status of each document/piece in the mail stream. Matrix Imaging Solutions offers tracking on both incoming (Origin) and outgoing (Destination) mail. MailTrax leverages the USPS IMb Tracing solution which provides clients with near real-time tracking information about your First-Class Mail®. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by Matrix Imaging Solutions. You can have visibility to the location of any document, as well as the return payments, which we believe is helpful during customer service interactions.





DPSYS Report Sample:

PROCESSING DESCRIPTION REPORT				2/13/20 11:16
Client: Sample City				ABC
File Processed: reg_Statement_20021394728.txt				
Project Description: Statements		Project #: 117265CA13		
Mailing Group	# of Bills	# of Impressions	Postage	
A (1 ounce)	2541	2554	\$988.80	
B (2 ounce)	11	43	\$7.15	
C (8 to 99 pages)	4	83	\$0.00	
D (100 to 499 pages)	0	0	\$0.00	
E (500+ pages)	0	0	\$0.00	
I (International)	0	0	\$0.00	
X (Hold Bill\Invalid)	0	0	\$0.00	
(Bills Suppressed)	688	688	-	
TOTALS	2556	2680	\$995.95	
INSERT SUMMARY				
Insert Description	Weight	# of Inserts		
BRE	0.13	1500		
Recycling	0.16	2556		
Taking Care	0.06	2556		
TOTAL INSERTS		6612		
ADDITIONAL INFORMATION				
Records Expected	Records Processed	Pieces Processed	Pieces Printed	
3361	3361	3244	2556	
Total Flow Pages In Output = 0				
*****WARNING - EXPECTED RECORDS DOES NOT EQUAL RECORDS PROCESSED*****				
Expected Bill Date - 02/13/2020		Actual Bill Date - 02/13/2020		
Total Current Charges of Records Processed \$456,950.01				
Total Amount Due of Records Processed \$451,213.72				
Total Amount Due of Records Processed (No Credits) \$461,724.42				
Due Date (From Source Data File) March 9, 2020				
SIMPLEX		PLCI013120RI86122		3361
2553	42	78	0	688



MOVE UPDATE Summary Output Report Sample:

This report displays the original address from your data files and the new updated address after the Move Updates were performed.

MATRIX		MOVE UPDATE Summary Output	
Client: Benbrook Water Authority Description: Statements Date / Time Processed: 2025/07/08 14:57		Client Code: AAA Project: 153634BA08	
Old Address Information (Change Form)		Updated Address (Changed To)	
895 - Acct# - 190200005			
JOHN Q SAMPLE 941 FOREST CREEK BENBROOK, TX	Effective Date - 202505 USPS Barcode 761262799416 Carrier Route: C008	Move Type: F JOHN Q SAMPLE 927 ROCK CREEK ST BENBROOK, TX 12345-1234	Match Flag: A USPS Barcode 761262763271 Carrier Route: C008
911 - Acct# - 190500008			
JANE S SAMPLE 1125 FOREST CREEK ST BENBROOK, TX	Effective Date - 202501 USPS Barcode 761262723257 Carrier Route: C008	Move Type: I JANE S SAMPLE 2055 ARAPAHO RD APT 124 GARLAND, TX 12345-1234	Match Flag: A USPS Barcode 750445922489 Carrier Route: C102
915 - Acct# - 190500004			
ROBERT M SAMPLE 1121 FOREST CREEK BENBROOK, TX	Effective Date - 202503 USPS Barcode 761262700216 Carrier Route: C008	Move Type: I ROBERT M SAMPLE PO BOX 36 ALED0, TX **ZIPMV***	Match Flag: A USPS Barcode 760080036361 Carrier Route: B001

Move Type Codes	Common Match Flag Codes
B - Business / F - Family / I - Individual	A - COA MATCH / 01 - FOREIGN MOVE / 02 - MOVED LEFT NO ADDRESS / 03 - BOX CLOSED NO ORDER

MATRIX

MATRIX IMAGING SOLUTIONS PRINTING SOLUTIONS

Overview

Matrix Operates 2 primary 42,000 Sq Ft Production Facilities in Sanborn, NY and Coppell, TX. Both sites run 3 full production shifts and are designated as On-site Detached Mail Units by the USPS.

Print (Current print capacity over 5 million images per day)

Continuous Fed Print

- (3) Ricoh VC60000 Full color Duplex print system (with dynamic Perf & 3-hole)
- Tecna Pre/Post

Cut-Sheet Print

- Canon varioPRINT iX-series
- (2) Xerox iGen 5
- Xerox Baltoro HF InkJet
- Xerox Nuvera
- Ricoh Pro c9210

Supporting Print

- Riso Inkjet
- (3) RENA 5
- Xerox Altalink
- (4) Xerox Versalink

Mail/Inserting (Current Insert capacity over 1 million envelopes per day)

Inserting

- (2) Bell+Howell 3500 6 station

Hi-Speed Intelligent Inserting*

- (2) Bluecrest Rival 3 Station
- (5) Pitney Bowes FPS
- (3) Pitney Bowes FPS / MSE

Intelligent Inserting – Flats/Other

- (2) Quadient DS600i 2 Pocket Large Format Inserter

*All inserters are equipped with DDS iDataScan & iDataRepair inserting integrity Camera Systems for piece level verification.

Bindery

Folding

- (4) MBO Folder B118 - Fold/Cold Glue
- (2) MBO Folder Right Angle Folder - Fold/Score/Perf

Cutting

- (2) Polar Knife 1 - Max 45" x 45"
- Challenge Titan Cutter 265XG
- Baumcut 26.4 Guillotine

Other

- (2) Standard Horizon Stitchliner
- (2) Standard Horizon PerfectBind 270
- Standard Horizon Booklet Maker A
- (4) Tabber – Buskro/Rena/Neopost
- Duplo BC Cutter/Folder
- JBI PB3000 Wire-O binding machine
- TEC Lighting UV Coater
- Graphics Wizard Laminator
- Advantage Machinery/Automatic Shrink Wrap
- JBI High Speed Paper Punch
- Spiel High Speed Paper Punch
- Spiel Auto Coil Inserter
- (3) Gateway Auto Coiler
- (2) Challenge Power Round Corner
- Rosback Perf / Count EZ Creaser
- Challenge Paper Drill
- Primera CD/DVD burner/Labeler

MATRIX

MAIL FINISHING AND DELIVERY

Matrix Imaging Solutions utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.



Currently, Matrix Imaging Solutions has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour, each.

Mail Verification and USPS Information

As a designated DMU of the United States Postal Service, all outbound first class presorted mail is inspected, prepared and loaded onto trucks daily at our Coppell facility. The USPS trucks leave 2x per day to deliver to the North Texas Processing and Distribution Center in Coppell, TX ([see complete address below](#)). This is located less than a mile from our facility in Coppell. This expedites the movement of all mail into the postal distribution system and allows for the best possible postal rates.

USPS NORTH TEXAS PROCESSING & DISTRIBUTION CENTER
951 W. BETHEL ROAD
COPPELL, TX 75019



Mail Delivery Timeline

Matrix Imaging Solutions processes, prints and mails in 24 hours after receipt and approval of data file. Files should be sent by 10:00 AM CST to ensure same day mailing. Files received after 10:00 AM CST will be processed and mailed within 24 hours upon receipt of the file.

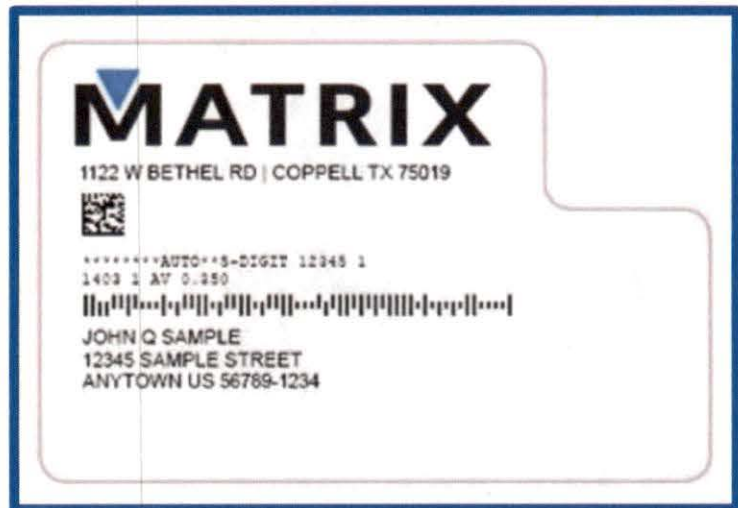
MATRIX

AUTOMATED DOCUMENT FACTORY / INSERTING INTEGRITY

Matrix Imaging Solutions utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information.

The information that we check and verify includes:

- Envelope Id
- Print Id
- First Page Indicator
- Envelope Sequence Id
- Component Id
- Job Id
- Address Type Id
- Client Id
- Custom Stock



Maximizing your Postage Savings

Preprocessing to Maximize Postage Savings

To ensure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, Matrix Imaging Solutions will:

- Utilize our software to verify valid addresses from the client's data;
- Create a data stream for documents with missing zip codes or bad addresses;
- Sort data into mail streams required by the USPS for postage discounts;
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary
- Matrix Imaging Solutions requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.

MATRIX

QUALITY ASSURANCE / GUARANTEED PERFORMANCE

The success of an alliance with Matrix Imaging Solutions would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-term excellence in customer service responsiveness, problem solving, and solutions.

Matrix Imaging Solutions has in place measures to ensure:

- Quality control
- Availability and uninterrupted workflow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports



After-hours Support and Escalation

Matrix Imaging Solutions after-hours support guarantee defined below:

Standard Production Requests:	Urgent Production Requests:	After-Hours Production Requests:
Contact your assigned Account Manager Escalation Contact – Client Relations Manager 972.462.5405	Email – <u>DPList-FirstResponseTeam@matriximaging.com</u> Phone – 972.462.5411 Escalation Contact – Client Relations Manager 972.462.5405	Email – <u>DPList-FirstResponseTeam@matriximaging.com</u> Phone – 972.462.5411 IF NO RESPONSE IN 30 MINS, Call After-Hours HOTLINE 888.856.3185



SOC 2 Type 2

Under our SOC 2 Type 2 Compliance, all processes are certified compliant and annually audited.

MATRIX

SUPPORT STRUCTURE

Account Manager

Primary support for all day-to-day support needs; change requests, inserts, and production related issues

Email: @matriximaging.com

Phone: (972) 462-5400

Fax: (972) 462-5428

ESCALATION LEVEL 1

Client Relations Manager

Escalation contact for all unresolved & urgent matters

Rachel Alanis

Email: ralanis@matriximaging.com

Phone: (972) 462-5405

ESCALATION LEVEL 2

If there is no response within an hour, you can always email our First Response Team: DPList-FirstResponseTeam@matriximaging.com

ESCALATION LEVEL 3

SVP Operations

Contact for any unresolved issues

Curtis Nelson

Email: cnelson@matriximaging.com

Phone: (972) 462-5410

After Hours Support: If there is an after-hours emergency, please email the First Response Team. If no response within an hour, please call Curtis' cell at 817-682-5883.

The following is the Matrix Imaging problem escalation procedure:

Client will identify the applicable Severity Level as set forth and defined below to categorize each instance of a problem with the condition of the Goods and Services provided to Client by Matrix Imaging will provide technical support to Client for each error or defect submitted by Client based on the appropriate Severity Level as defined below. The Response time and Resolution time intervals shall begin when Client notifies Matrix Imaging of the problem or Matrix Imaging becomes aware of the problem.

Response Timetable:

Level	Response	Restoration	Re-performance	Resolution	Status Reports	After Hours Support?
1	15 minutes	2 Hours	2 Hours	4 Hours	Hourly	Yes
2	30 minutes	4 Hours	4 Hours	8 Hours	Every 4 Hours	No
3	2 hours	5 Days	5 Days	10 Days	Weekly	No
4	1 day	30 Days	30 Days	Future Release	Monthly	No

“Severity Level One” means the system is inoperative and Client’s inability to use any affected component, feature, network element or system (“System”) has a critical effect on Client’s operations. This condition is generally characterized by complete System failure and requires immediate correction. Any condition that may impact human safety is also considered a Severity Level One.

“Severity Level Two” means the System is partially inoperative but still usable by Client. The inoperative portion of the System severely restricts Client’s operations but has a less critical effect than a Severity Level One condition.

“Severity Level Three” means the System is usable by Client, but with limited functionality. This condition is not critical and does not severely restrict overall Client operations.

“Severity Level Four” means the System is usable and a means of circumventing the condition has been implemented. This condition does not materially affect Client’s operations.

“Response” means Matrix Imaging has contacted Client regarding a particular request for support.

“Restoration” means that Matrix Imaging has provided a software, feature, or component fix to temporarily correct the problem, or that Matrix Imaging has provided a suitable workaround solution. In either event, additional work is required for Restoration of the affected System to a fully operational state.

“Re-performance” means the act of Resolution with respect to Goods and Services, which fail to comply with Client’s written specifications, beginning with Matrix Imaging’s initiation of such Re-performance and ending with compliance.

“Resolution” means that a remedy to the problem has been provided and is in compliance with the applicable specification(s) set forth in Schedule 1. Corrections to problems requiring a software design change means either that a final correction to the problem has been made generally available to Client or that Matrix Imaging has notified Client that the software cannot be repaired.



MATRIX IMAGING SOLUTIONS QUALITY CONTROL PROCESS OVERVIEW

Quality is at the forefront of the Matrix Imaging Solutions business model. Matrix Imaging Solutions will provide quarterly, bi-annual or annual account reviews depending on the client's business needs, which allow Matrix Imaging Solutions to gauge the satisfaction level of our customers. A typical meeting will address any processing issues and establish planning for product enhancements, document changes or quality control procedures. In addition, we expect open communication and encourage our clients to keep regular contact. Ultimately, the measure of value is left to our customers. With the extremely high contract renewal rate that Matrix Imaging Solutions has sustained, we have confirmed that our services add value to our clients and are high quality.

Matrix Imaging Solutions feels the key to a successful vendor customer relationship is matching resources. Having key resources in place that understands the client and their business needs will ensure continued success. Matrix Imaging Solutions will match resources at the operational level for daily activity, as well as at the executive level for primary decision-making, strategy and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal computer program. Tickets are entered, updated and closed within this system, allowing users to trace the IR from the reporting of the problem to its closure. Clients are given ticket information, including the ticket number, so that they can call their Account Manager for information regarding the ticket status. Matrix Imaging Solutions' mindset of "zero defects" is the high standard to which Matrix Imaging Solutions holds itself. The zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal, and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer. At our Production Centers, quality issues are tracked on a weekly basis and evaluated by management.

Matrix Imaging Solutions has constructed the Production Centers to have key checkpoints throughout the facilities where each job is scanned, and the data is automatically integrated into a database that is available to our customers 24/7. Automated Document Factory (ADF) has been installed and is an internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. ADF provides an enhanced level of tracking for documents and related materials for our customers, improving the quality of products produced and operational efficiencies.

Matrix Imaging Solutions also employs both manual and automated checks to facilitate our total quality management as well. First there are several manual checks where a print operator may stop and review the output for errors, streaks, alignment, etc. The insert operators also pause production to review output like checking for sealed envelopes. We use in-house engineers to do regular machine maintenance. We also employ software and hardware audits to ensure quality. For example, there is software running on each inserter that tracks the total number of documents in addition to cameras scanning the documents as they process. It's this combination of human, machine and software, each auditing each other, that provides the highest quality.

Along with manual and automated cross checks by production managers and supervisors, our facilities utilize a report known as the "JOBS IN PROGRESS" report. This production related report allows management a physical check-off for all jobs residing within our production centers and aids in maintaining our high-quality standards. Matrix Imaging Solutions also utilizes a unique feature known as "storyboards", which follows each and every job throughout the facility and is a physical reporting tool used to ensure quality processing for all customers. The storyboard contains specific information related to the job such as SLAs, time stamps, quantities, materials, visual references for production personnel, and customer information. During each phase of the job, it is scanned into the database, and the personnel or operator is required to initial the physical storyboard.

In summary, the zero defects philosophy encourages everyone to accept no mistakes, delays, or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer.



CONFIDENTIALITY & SECURITY

It is the policy of Matrix Imaging Solutions to ensure the privacy and security of our client's data. Destruction/disposal of client data shall be carried out in accordance with federal and state law and as defined in the organizational retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation.

In order to protect all client data from an unauthorized access, Matrix Imaging Solutions systems are secured at many levels, including 128bit SSL encryption from multiple firewalls, physical and logical segregation of processing systems. Rights and roles are closely managed and monitored to ensure only those people and systems requiring access are granted access.

Finally, Matrix Imaging Solutions has automated systems pruning non-essential data to ensure data that is not required is not retained. Furthermore, the Matrix Imaging Solutions production facilities are controlled by card-key access, 100% monitored by camera systems. Matrix Imaging Solutions off-site data centers are controlled in a similar manner with the added protection of biometric scanning access. Matrix Imaging Solutions' sophisticated piece level processing and tracking systems (Automated Document Factory- ADF) is our internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. Every page of every bill or document is "fingerprinted" with sequencing numbers and characters (piece IDs embedded in our 2D symbology), which allows 100% integrity of every mail piece. The production centers have key checkpoints throughout the facility where each job is scanned, and the data is automatically integrated into a database and web application (DP JobTrax) that is available to our customers 24/7. Manual and automated cross checks are deployed throughout the facility, and our process and production employees receive monthly bonuses for zero defects. It is this combination of human, machine and software, each auditing each other, that provides the highest quality.

MATRIX IMAGING SOLUTIONS SFI / RECYCLED PAPER INITIATIVE

Matrix Imaging Solutions utilizes non-toxic, vegetable-based inks for any pieces that need to be printed offset instead of digitally. As technology has evolved, Matrix Imaging Solutions has moved from laser print to inkjet for most of our statement output. This includes our Ricoh Pro vc60000 and our new iX-Series printer. Digital inkjet printing technology is a prime example of a printing method that will support a reduction of environmental contamination.

Matrix Imaging Solutions offers a wide selection of eco-friendly paper options. All Matrix Imaging Solutions paper suppliers are certified as SFI (Sustainable Forest Initiative) providers and are recyclable. The SFI logo can be found on all Matrix Imaging Solutions standard-stock envelopes. Matrix Imaging Solutions has been a longtime supporter of American Forests. Our annual support continues to enhance their reforestation efforts.

Matrix Imaging Solutions uses Domtar Vivid Jet as the paper type for all our billing statements. Below are some of the key environmental characteristics for this paper.

- Forest Stewardship Council® (FSC®) certified • Member of Domtar EarthChoice® family of products
 - SFI® Certified Sourcing • Made with Elemental Chlorine Free (ECF) virgin fiber content
 - Manufactured under alkaline (acid-free) conditions for increased longevity and performance



DATA SECURITY & BUSINESS CONTINUITY PLAN

1. Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations. Matrix Imaging Solutions Business Continuity Plans are intended to:

- Prevent a minor incident from becoming a major issue
- Clearly outline roles and responsibilities
- Minimize loss of data and revenue
- Protect the Matrix Imaging Solutions reputation
- Satisfy the Matrix Imaging Solutions obligations to its employees, customers, and community
- Comply with applicable laws and regulations

2. Matrix Imaging Solutions Business Continuity Policy

It is the policy of Matrix Imaging Solutions that plans are developed and maintained to ensure adequate continuity in the event of a disaster. Matrix Imaging Solutions business continuity plans are designed to protect the interest of our customers and employees.

3. Assumptions

Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility, or computer hardware/software) where initiation of BCP recovery procedures is required.

BCP Plans and recovery procedures are developed around a single disaster or event impacting Matrix Imaging Solutions business-critical functions.

Alternate sites/vendors/resources will be available to Matrix Imaging Solutions at the time of need.

Qualified personnel in sufficient quantities are available to perform recovery activities.

Organizations external to Matrix Imaging Solutions, such as vendors and government agencies will be reasonably cooperative during the recovery period.

4. Recovery Sites

Our Matrix Imaging Solutions business continuity strategy integrates alternate Matrix Imaging Solutions facilities (Coppell, TX, Sanborn, NY and Sacramento, CA) and 3rd Party Alternate Work Site Agreements.

5. Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way, serve to back one another up.

Business Continuity Plans are consistent with the following steps:

Declaration:

Matrix Imaging Solutions will communicate to all customers that a disaster has been declared and that Matrix Imaging Solutions is operating in disaster recovery mode.

Matrix Imaging Solutions will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities.

All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting, and mailing functions will take place.

Data Transmission:

Upon a disaster declaration by Matrix Imaging Solutions, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (Matrix Imaging Solutions will provide assistance to those customers wishing to use the internet to ensure connectivity).



Printing:

Printing will be performed by the alternate processing facilities or the third-party print and mail vendor. Matrix Imaging Solutions will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.

Matrix Imaging Solutions will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect to not provide highlight color or full business color as an option.

Inserting:

Inserting will be performed by the alternate processing facilities or the third-party print and mail vendor. Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues.

Matrix Imaging Solutions will continue to handle and be responsible for special handling needs - processing holds, etc.

Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

Zip Sorting:

Matrix Imaging Solutions will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.

Matrix Imaging Solutions will provide a report of volume for work processed each day.

Production Services:

Matrix Imaging Solutions will continue to perform job reconciliation and postage payment functions.

Matrix Imaging Solutions will continue to perform reprint capabilities.

Warehousing:

All incoming, receiving and warehousing functions will be performed by the alternate processing facilities or the third-party print and mail vendor.

6. Client Communications

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.



TAB D: References and Required Forms

REFERENCES

Matrix Imaging Solutions provides utility bill processing, printing, inserting and mailing services to the clients listed below.

NAME:	City of Fort Worth
ADDRESS:	200 Texas St.
CITY, STATE, ZIP:	Fort Worth, TX 76102
CONTACT PERSON:	Charmaine Baylor
TELEPHONE:	817-392-6629
E-MAIL:	Charmaine.baylor@fortworthtexas.gov
CLIENT SINCE:	March 2006 to present
AVERAGE QUANTITY MAILED PER MONTH:	165,000
NAME:	City of Georgetown
ADDRESS:	300-1 Industrial Ave.
CITY, STATE, ZIP:	Georgetown, TX 78626
CONTACT PERSON:	Cherie Hernandez
TELEPHONE:	512-930-6682
E-MAIL:	Cherie.hernandez@georgetowntexas.gov
CLIENT SINCE:	September 2001 to present
AVERAGE QUANTITY MAILED PER MONTH:	41,000
NAME:	City of Conroe
ADDRESS:	700 Metcalf St.
CITY, STATE, ZIP:	Conroe, TX 77301
CONTACT PERSON:	Karl Brosch
TELEPHONE:	936-522-3171
E-MAIL:	kbrosch@cityofconroe.org
CLIENT SINCE:	August 2018 to present
AVERAGE QUANTITY MAILED PER MONTH:	30,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tamara Boyle, ACSR, AINS
Linwood Guardian Risk Management LLC	PHONE (A/C, No, Ext): (716) 710-8910
759 Dick Rd	FAX (A/C, No):
Cheektowaga, NY 14225	E-MAIL ADDRESS: tboyle@linwoodguardian.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hartford Underwriters Ins Co
	INSURER B: Nutmeg Ins Co
	INSURER C: ACE American Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Matrix Imaging Solutions LLC
Dataprose LLC
6341 Inducon Dr E
Sanborn, NY 14132-9016

COVERAGES

CERTIFICATE NUMBER: 00050473-0

REVISION NUMBER: 31

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			01SBAAZ8CRH	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			01UECAA4877	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			01SBAAZ8CRH	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Cyber/Technology E&O			F1731757A002	10/1/2024	10/1/2025	Per Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tamara Boyle

(TAB)

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City of Huntsville
448 State Highway 75N
Huntsville, Texas 77320
Lucy Gonzalez, Procurement Manager
Phone: 936-291-5495
Email: purchasing@huntsvilletx.gov

REQUEST FOR PROPOSALS (RFP) NO. 25-46

"Utility Billing and Mailing Service"

RETURN SEALED RFP:

City of Huntsville
City Secretary
1212 Avenue M
Huntsville, Texas 77340

Sealed solicitations shall be received no later than:

2:00 P.M., Central Time
October 2, 2025

MARK ENVELOPE: "Solicitation Packet 25-46"
ALL PAGES MUST BE INITIALED AND RETURNED.
IF NOT BID MAY BE REJECTED.

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Tentative Schedule of Events

September 18, 2025 – Release Bid

September 20 and September 27, 2025 – Legal Advertisement

September 24, 2025 – Questions Due to Procurement Manager

October 2, 2025, 2:00 P.M. – Public bid opening.

October 2025 – Award preparation.

Introduction

The City of Huntsville ("City") is soliciting for a utility billing and mailing service in accordance with Local Government Code Chapter 252.

The City of Huntsville is aware of the time and effort you expend in preparing and submitting bids and proposals to the City. Please let us know of any solicitation requirements which are causing you difficulty in responding. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business.

General Instructions

RFP packets must be delivered in a sealed envelope to:

The City of Huntsville
Attention of City Secretary
c/o Purchasing Department
City of Huntsville Service Center
448 State highway 75 North
Huntsville, Texas 77320

Solicitation Packets must be received by

October 2, 2025, at 2:00 P.M. Central Time

Bid # 25-46 Page 2 of 30 Firm Name: Matrix Imaging Solutions, LLC. Initials: CN

It is the sole responsibility of responder to have packet at designated location prior to the deadline date and time. Each response must be sealed in an opaque envelope which has been clearly marked "**Solicitation Packet # 25-46**". Responses received after **October 2, 2025, 2:00 P.M.** will not be considered for the award of the contract and shall be considered void and unacceptable. All late packets will be returned to responder unopened when properly marked. Public reading is scheduled to be held at the date and time listed above at City Hall, 1212 Avenue M, Huntsville, Texas. You are invited to attend.

All questions concerning the solicitation should be directed to the Procurement Manager, Lucy Gonzalez, via e-mail at purchasing@huntsvilletx.gov.

Proposal Submittals

Firms submitting a response do so entirely at their expense. There is no expressed or implied obligation by the City of Huntsville to reimburse any individual or firm for any costs incurred in preparing or submitting a proposal, for providing additional information when requested by the City of Huntsville, or for participating in any selection interviews.

Information

Details on which commodities and services we purchase or have for sale is available from the Purchasing Department. You may register on the City's vendor management program at www.huntsvilletx.gov/bids to receive notice of bid opportunities. Additionally, you may register at www.publicpurchase.com.

Award

The City of Huntsville will award based on best value* meeting the requirements for this service. The City of Huntsville reserves the right to award to the most responsible and responsive bidder in the best interest of the City. The City may award to multiple providers or to a single provider. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available responder and continue until a responder is found that can complete the requirements of the City of Huntsville. The City reserves the right to reject any proposals that do not meet specifications stated herein or reject all proposals should this project not be approved for any reason.

*Best Value: An assessment and/or award based on analysis of the total life cycle of the item. Combination criteria which can be used are: price, quality of item, location of responder, safety record of responder, past relationship with responder, and/or **any relevant criteria specifically listed**.

Terms of Contract

This contract shall be effective for a term of **Date of Award** through **September 30, 2026** upon mutual agreement of the both parties.

Termination of Contract

The City or the Contractor shall have the right to cancel at any time for any reason on thirty (30) day written notice. The City of Huntsville reserves the right to terminate this agreement if, in the opinion of the City of Huntsville, the successful respondent'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 respondent fails to fulfill its obligations, or if the respondent violates any of the agreements of this solicitation, the City has the right to terminate by giving the successful responder thirty (30) calendar days-written notice. During the thirty-day notification period, the City reserves the right to contact and award to other firms. The respondent will be compensated for the satisfactorily deliveries performed before the termination date. Contract may be terminated immediately should there be any illegal or unprofessional activities, alleged or otherwise, occurring or suspected of occurring.

Special Terms & Conditions

It is understood that the City of Huntsville, Texas reserves the right to reject any or all products, services and/or qualification for any or all products and/or services covered in this solicitation and to waive informalities or defects or to accept such qualifications as it shall deem to be in the best interests of the

Bid # 25-46 Page 3 of 30 **Firm Name:** Matrix Imaging Solutions, LLC. **Initials:** CM

City of Huntsville. If less than three responses are received, the City of Huntsville reserves the right to rebid as it deems to be in the best interest of the City. Each elected responder will receive a purchase order as prices quoted. Responders must be able to complete the job within a reasonable time of request for service. Should awarded responder not be able to respond, the City reserves the right to offer service to next available responder. The City of Huntsville reserves the right to make the award of solicitation line items in whole, parts or to reject any and all proposals or proposal line items if it is determined to be in the best interest of the City. The Bid Terms and Conditions reference any and all indemnification language that is required and not stated to the fullest extent of the law. The City of Huntsville has the sole last and final determination to determine award with no recourse to the fullest extent of the law.

Preparation of Proposal

Each proposal must be submitted on the prescribed form. All blank spaces for prices must be filled in, in ink or typewritten and must be fully completed and executed when submitted. If the unit price and the total amount named for an item are not in agreement, the unit price alone will be considered as representing the responder's intention and the total will be corrected to conform thereto. The responder must sign their solicitation in the space provided on the responder's form. If the solicitation is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers. Solicitations submitted by a partnership must be signed by one of the partners. Solicitations submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity. Solicitations submitted by a sole proprietorship must be signed by the proprietor.

Written Modification

Any responder may modify their solicitation by letter, electronic or other written communication at any time prior to the scheduled closing time for receipt, provided such written communication is received by the City prior to the closing time, and provided further, the City is satisfied that the written modification bears the signature of the responder. The written communication should not reveal the solicitation price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. It is the responsibility of responder to ensure modification was received by the City.

Qualification of Responders

No prequalification of responders is required. Before award of any contract can be approved, however, the City shall be satisfied that the responder involved: (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

Addenda & Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any responder orally.

Every question or request for interpretation concerning the solicitation shall be directed to the Procurement Manager, Lucy Gonzalez, in writing via e-mail at lgonzalez@huntsvilletx.gov or sent via mail addressed to the Purchasing Department at 448 SH 75 North, Huntsville, Texas 77320. All questions or request for interpretation must be received by **September 24, 2025 @ 5:00 P.M.** as addressed above. All questions or requests for interpretation concerning the solicitation received after **September 24, 2025 @ 5:00 P.M.** will be considered void and unacceptable.

A written addenda will be issued as a response and will be posted on or before **September 26, 2025 @ 5:00 P.M.** on the City of Huntsville website, Public Purchase website and Electronic State Business Daily Bid # 25-46 Page 4 of 30 Firm Name: Matrix Imaging Solutions, LLC. Initials: CR

website. All addenda so issued shall become part of the contract documents, and receipt thereof shall be acknowledged in the space provided in the solicitation document. It is the responsibility of the responder to verify all addendums and interpretations.

Laws and Regulations

The responder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

Obligation of Responder

At the time of the opening of the solicitation each responder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any responder to examine any form, instrument or document shall in no way relieve any responder from any obligation in respect of his proposal.

Bid Tabulation

To obtain bid tabulation results, please log on to our website at http://www.huntsvilletx.gov/business/bids_and_rfps/bid_tabulations/. If you have any other questions, please contact the Procurement Manager, Lucy Gonzalez, at (936) 291-5495 or e-mail purchasing@huntsvilletx.gov.

General Specifications

The City of Huntsville has a Utility Billing Department. This Department has used a third-party utility mailing service for over ten years. The City has approximately 9,000 bills and 1,300 delinquent notices which are compiled/downloaded and mailed per month. Utility bills include charges for water, wastewater and solid waste services provided both on a commercial and residential level. The City of Huntsville has two billing cycles.

Current Design/Printing Method

The City of Huntsville is open and will consider all solutions. Please outline in your proposal the printing solution which is being proposed.

Utility form:

Colors: red and blue with black print

Paper: 8.5" x 11" 24# white bond

Perforations: perf 3.5" from bottom

Envelopes:

#10 double window

#9 regular with black print (return envelope)

Delinquent notices:

Form Red with black

Envelopes:

Same as above

Scope of Work

General

- Contractor to provide printing and mailing services for monthly utility billing;
- Mailing of items are time sensitive and must be mailed within the date ranges provided by the City. Any missing of mailing dates may lead to an immediate cancellation of service and the City shall have the right to liquidated damages in the amount of \$1,000 per calendar day, the delivery is not made;
- Contractor must be capable of converting the City's software, Incode, to their billing printing operations;
- Contractor to print, stuff and mail all monthly statements;
- Contractor to be able to stuff envelopes with additional flyer/information sheets on an as needed basis. The type of inserts vary depending on need of the City. There is one monthly insert which will be provided that is a tri-fold 8.5 X 11;
- Invoices are to be itemized at a minimum number of pieces, and/or postage;
- Contractor to provide postal manifest showing details of total number of pieces printed and mailed attached to each invoice. Postage to be billed at US Postage rates;
- Contractor to notify the City in writing 30 days prior to an increase or decrease in the United States Postage Rates. This proposal/contract will allow price adjustment in accordance with increase or decrease in postage rates;
- Turn around time must be 24 hours;
- There are two billing cycles, each will require one monthly bill and one delinquent notice for a total of four per month;
- All pricing to include miscellaneous fees such as fuel surcharge, freight, handling, etc.;
- City personnel are to have access to search and view bills online.

Computer

- Contractor must have the capabilities to download information from the City's utility billing software vendor, currently Incode;
- Contractor must have delivery point barcode;
- Contractor must provide access to archive submitted jobs;
- Contractor will maintain the necessary computer equipment to transfer data, and shall make all necessary software changes for computer process and printing at no additional cost;
- Contractor must define and demonstrate security procedures regarding transmission and safety of confidential information. This will be both network and physical security;
- Prefer the services to be in the cloud;
- Contractor must demonstrate disaster recovery program and procedures.

Printing

- All transmitted information jobs and envelopes must be printed on a high quality laser printer;
- Contractor shall maintain ability to print variable messages on any requested job when message is provided in writing by the City;
- Contractor shall affix postage to each item;
- Contractor shall have in place all necessary means to receive the largest postage discount and shall maintain up-to-date knowledge of all mail regulations;

Supplies

- Contractor to provide all stationary on which to print the requested job;
- Contractor to provide mailing envelope with City logo and return address;

- Contractor to provide return envelope with City Hall, Utility Billing, 1212 Ave M Huntsville, TX 77340 printed/showing for easy mailing of payment and statement stub;
- Contractor to provide necessary equipment and supplies for completion of each submitted job in time frame provided;
- Contractor to have means to print, fold, stuff and seal all mailing. There are inserts which the City may provide to the contractor to stuff.

Evaluation of Proposals

The City's selection committee shall conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The committee shall analyze each proposal to determine the overall responsiveness and the respondent's ability to provide the services as detailed in this RFP. The adequacy, depth and clarity of the proposal will influence its evaluation. The committee may select all, some or none of the respondents for interviews. If the City elects to conduct interviews, respondents may be reevaluated based upon the initial scoring criteria. Once a respondent(s) has been chosen, the City will negotiate and submit the agreement to the City Council for approval. The proposal shall be scored according to the criteria and corresponding points noted in this Section. Respondents shall label their proposal criteria in accordance with the corresponding tab identifier. A more complete breakdown of the evaluation criteria is located in the Section "Requirements for Proposal."

TAB	EVALUATION CRITERIA	POINTS
B	Qualifications & Experience	25
C	RFP Scope of Work Understanding	20
D	References & Required Forms	20
E	Pricing	35

Requirements for Proposal

The RFP response outside cover and/or first page shall contain the responders firm name, business address and stamp designating either original or copy. **Include one (1) unbound original, three (3) bound copies.**

The proposal shall be organized and submitted with the following elements:

Tab A: General Information to include:

1. Cover Page – include the solicitation number and title.
2. Table of Contents.
3. Executive Summary – provide a brief summary of the history, background and experience of the company, including any information the respondent deems relevant as an introduction.
4. Identify the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the contact.

Tab B: Qualifications and Experience:

1. Describe your company's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties and number and position titles of staff. Include the qualifications of personnel to be assigned to this contract.
2. Identify the primary business of the parent company and/or affiliates.
3. Provide a detailed description of the respondent's experience in providing billing and mailing services to municipalities or other entities of a similar size to the City.
4. Include information on experience with interfacing with the specific software detailed in the Scope of Work.

Bid # 25-46 Page 7 of 30 Firm Name: Matrix Imaging Solutions, LLC. Initials: CU

5. Comment on other areas that may make your firm different from your competitors.

Tab C: RFP Scope of Work Understanding

1. Respond, in detail, to the General, Computer, Printing and Supplies outlined in the Scope of Work.
2. Detail your proposed solution in meeting the requirements of the City.
3. Explain how your firm will reach the goals as listed in the Scope of Work, including meeting the turn-round time of twenty-four (24) hours.
4. Explain how your firm will handle communication and resolution of problems.
5. Provide description of the firm's disaster recovery plan. Include information on how the disaster recovery plan will provide for delivery of billing and mailings to customers without loss of time.
6. Provide a proposed timeline for start-up services within one month of award of an agreement.
7. Provide a detailed list of monthly or on-going requirements.
8. Supply a signed statement that the respondent has read and will comply with all terms and conditions of this RFP. For every instance where the respondent does not propose to comply or agree to a requirement, the respondent shall propose an alternative and describe, in detail, its reason therefore.

Tab D: References and Required Forms

1. References: List the name, address and telephone number of references from at least three (3) recent similar contracts. Include a brief description of the work provided for each reference. Texas municipal or county contracts are preferred. You may offer more than three recent similar contracts if desired. The list shall include, at a minimum, the following:
 - a. Name of the municipality or organization;
 - b. Contact Name with current email address and phone number;
 - c. Types of services provided;
 - d. Date(s) of service provided (contract start and end date)
 - e. Indicate approximate number items mailed per month for each reference.
2. Required Forms:
 - a. Include evidence of insurability per Section "Insurance Requirements;"
 - b. Include a copy of this RFP with Firm Name and Initials on the bottom of each page completed;
 - c. Complete and sign all forms in the Section "Required Forms;"
 - d. Complete and sign the Section "Respondents Information;"
 - e. Sign and include all Addenda that may be issued for this RFP.

Tab E: Pricing

1. Provide your fees for the proposed services in the Price Table below.
2. Outline billing and payment expectations, including timing and method of payment.

Pricing

The City qualifies as an exempt agency under the Taxes Limited Sales, Excise and Use Tax Act. A sales tax exemption certificate will be provided to the awarded responder.

Vendor must supply a copy of their agreement with solicitation to expedite award process.

Pricing Table

Description	Price Per Unit	Comments
Create and archive PDF's fee (Search and/or View Bill) Archive for 12 Months		
Utility Bill Printing Price - One Sided	\$	
Utility Bill Printing Price - Two Sided (back side black only)	\$	
8.5 x 3.5 black ink one sided (included print, fold and stuff)	\$	
8.5 x 3.5 black ink two sided (included print, fold and stuff)	\$	
8.5 x 3.5 black ink one sided (included only stuff)	\$	
8.5 x 3.5 black ink two sided (included only stuff)	\$	
8.5 x 11 black ink one sided (included print, fold and stuff)	\$	
8.5 x 11 black ink two sided (included print, fold and stuff)	\$	
8.5 x 11 black ink one sided (included only stuff)	\$	
8.5 x 11 black ink two sided (included only stuff)	\$	
Addendum Yes/No		

Bill Upload Schedule:

The City will upload bill files on or around the second Friday of the month and also on or around the third Tuesday of the month.

Samples:
Bill Sample

CITY OF Huntsville
1212 Avenue M
Huntsville, TX 77340-4608

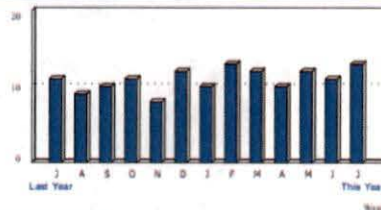
ADDRESS SERVICE REQUESTED

***AUTOMATED 8-33617 77340 1 PSE 1327934A10-A-1
2 1 AV D-452

JOHN Q SAMPLE
1234 S MAIN ST
HUNTSVILLE TX 77320-7009

Utility Billing Office (936) 291-5431
Office Hours: 8:00 am - 5:00 pm Monday - Friday
www.huntsvilletx.gov

YOUR MONTHLY USAGE



SPECIAL MESSAGE

Account
Summary

ACCOUNT INFORMATION

ACCOUNT: 99-8868-77
SERVICE ADDRESS: 1234 S MAIN ST
LAST PAYMENT: 08/05/2022 -51.90
READ DATES: 07/05/2022 TO: 08/03/2022
BILL DATE: 08/10/2022

DUE DATE: September 06, 2022

CURRENT WATER CHARGES

Meter	Previous	Current	Usage	Amount
87654321R	1335	1348	13	13.00

OTHER CHARGES

GARBAGE	22.70
SEWER	14.33
TOTAL TAX	1.87

AMOUNT DUE

TOTAL CURRENT CHARGES	51.90
TOTAL DUE BY 09/06/2022	51.90
TOTAL DUE IF PAID AFTER 09/06/2022	57.09

PROJECT HELP

DONATION FOR BILL ASSISTANCE ☐ \$
TOTAL AMOUNT REMITTED \$

Payment

Coupon

ACCOUNT INFORMATION

ACCOUNT: 99-8868-77
SERVICE ADDRESS: 1234 S MAIN ST
LAST PAYMENT: 08/05/2022 -51.90
READ DATES: 07/05/2022 TO: 08/03/2022
BILLING DATE: 08/10/2022
DUE DATE: September 06, 2022

JOHN Q SAMPLE
1234 S MAIN ST
HUNTSVILLE TX 77320-7009

Please return this portion along with your payment and make your check payable to City of Huntsville.

AMOUNT DUE

TOTAL DUE BY 09/06/2022	51.90
TOTAL DUE IF PAID AFTER 09/06/2022	57.09
DONATION FOR BILL ASSISTANCE	☐ \$

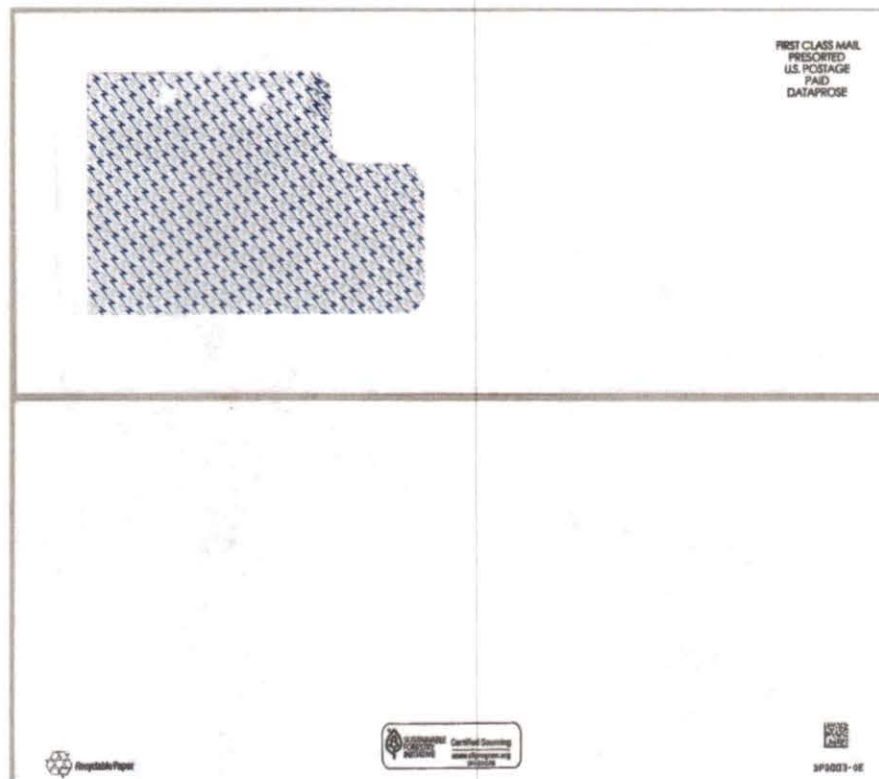
TOTAL ENCLOSED

REMIT PAYMENT TO:

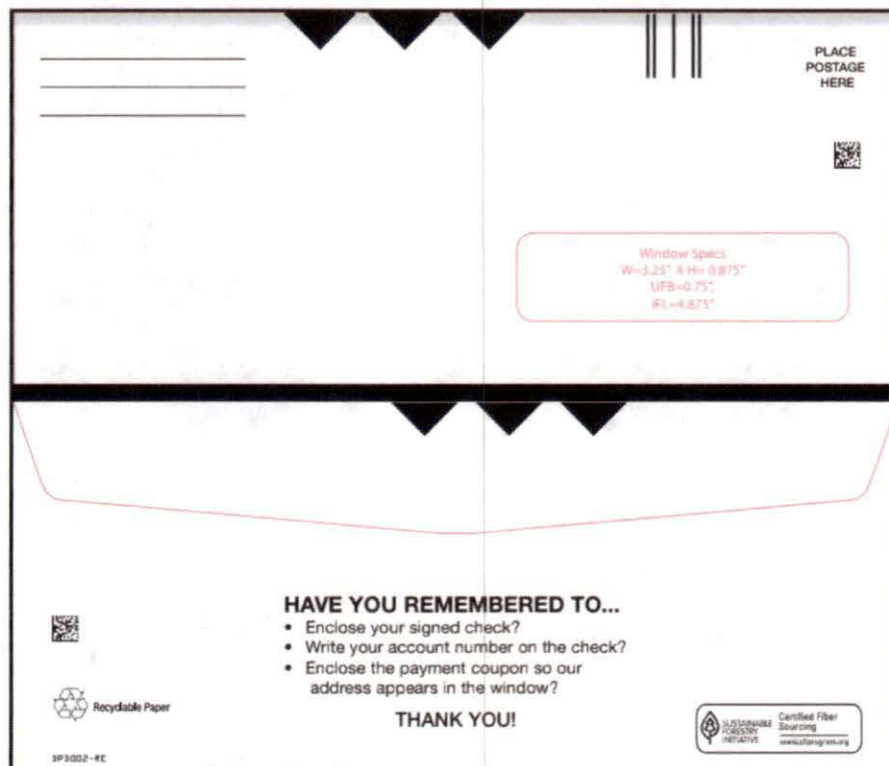
CITY OF HUNTSVILLE
1212 AVENUE M
HUNTSVILLE TX 77340

009988887700000051905

#10 Bill Envelope Pistol Window



#9 Return Envelope



Safety Standards & Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

- (1) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (2) Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Insurance Requirements

The awarded responder shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:

- a. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
- b. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.

All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded responder shall furnish at their own expense to the City of Huntsville, a Certificate of Liability Insurance listing the City as an **"Additional Insured"** via endorsement. In Description of Operations will need wording similar to: Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract. Certificate Holder to be: City of Huntsville 1212 Ave M Huntsville TX 77340.

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the city, by the insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing. Insurance will be required prior to purchase order being issued.

Copy of insurance to be supplied prior to award

Required Forms

Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. N/A		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity N/A Matrix Imaging Solutions, LLC. 9/30/2025 Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Certificate of Interested Parties Form 1295

Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

The City of Huntsville may not enter into a contract that requires the approval of the City Council until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the City of Huntsville Purchasing Department.

1. Upon being notified of a bid/recommended award, the award recipient, the business entity, must go the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first time login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete a Form 1295.
2. The City does not have a Contract ID Number System. Please insert the City of Huntsville's bid or project number in this box.
3. Once confirmation is received, that the information has been submitted with the Texas Ethics Commission, the business entity MUST print, sign and date Form 1295.
4. Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to City Council until the form has been filed with the Texas Ethics Commission and the City of Huntsville has received Form 1295.
5. In no way does a request for filing of Form 1295 with the Texas Ethics Commission commit the City to any type of award whatsoever.
6. Once the City of Huntsville Purchasing Department receives Form 1295, the Purchasing Department will submit confirmation of receipt through the Texas Ethics Commission website within thirty (30) days.
7. This process must be followed for each contract requiring City of Huntsville Council approval.
8. A Form 1295 cannot be hand written. It must be completed electronically through the Texas Ethics Commission website application.

If you have any questions contact the City of Huntsville Procurement Manager at (936) 291-5495, 448 SH 75 North, Huntsville, Texas 77320.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Israel Verification Form

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

9/30/2025

Date

Curtis Nelson
Signature

EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☒ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

9/30/2025

Date

Curtis Nelson
Signature

Iran, Sudan and Foreign Terrorist Organizations Verification Form

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

9/30/2025

Date

Curtis Nelson
Signature

Firearm Verification Form

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

9/30/2025

Date

Curtis Nelson
Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees,
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- ☐ will be between a governmental entity and a sole proprietor; or
- ☐ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

9/30/2025

Date

Curtis Nelson
Signature

Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott Verification Form

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

9/30/2025

Date

Curtis Nelson
Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

9/30/2025

Date

Curtis Nelson
Signature

Bid # 25-46 Page 20 of 30 Firm Name: Matrix Imaging Solutions, LLC. Initials: CN

Critical Infrastructure Verification Form

To the extent this proposal relates to critical infrastructure in the State of Texas, I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code as amended ("designated country"); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

9/30/2025

Date

Curtis Nelson
Signature

Texas Public Information Act Verification Form

I, Curtis Nelson, the undersigned representative of Matrix Imaging Solutions, LLC. (the "Company") do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

9/30/2025

Date

Signature



Non-Collusion Affidavit

1. He/she is Curtis Nelson of Matrix Imaging Solutions, LLC., the responder that has submitted the attached bid/proposal.
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City of Huntsville or any per interest in the proposed contract.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.


Signature

Curtis Nelson

Printed Name

Matrix Imaging Solutions, LLC.

Firm Name

Bid Term & Conditions

DEFINITIONS:

City – City of Huntsville

City Council – The elected officials of the City of Huntsville who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter, Ordinance and Laws.

Contract– An agreement between the City and a vendor to furnish products over a designated period of time during which repeated purchases or a single purchase are made of the commodity (s) or service specified.

Vendor – The potential or successful bidder of an Invitation for Bid or Request for Proposal.

ACCEPTANCE: The City reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City in accordance with Local Government Code Chapter 252. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection may be recommended for any but not limited to the following:

- Failure to use the form furnished by the City;
- A bid that fails to meet the essential requirements;
- A bid that does not conform to the specifications;
- A bid that fails to conform to the delivery schedule or permissible alternatives;
- Failure to submit a bid bond, insurance or other requested documents in conformance with the requirements;
- A bid seeking to qualify the terms and conditions, or

otherwise seeking to limit contractor liability, or to limit the City's rights;

- A vendor that qualifies its price in such a manner that the firm's bid price cannot be determined;
- Price quoted shall be the price in effect at the time of delivery which remains unknown at the present time.
- A bid is contingent on also receiving awards on other bids currently under consideration.

All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidders past performance under contracts with the City, and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products and services at the lowest price possible which benefit all the citizens of Huntsville. Therefore, in order to accomplish the objective/goal it is not the intention of the City to either exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer

or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final. In literal compliance in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance and not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ADDENDA: Any interpretations, corrections or changes to an Invitation for Bid and/or Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested by the City of Huntsville's Purchasing Department. Addenda may be posted on the City of Huntsville's web site and may be distributed to all who are known to have received a copy of this Invitation for Bid and/or Proposal will receive written notification. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City of Huntsville's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

ADVERTISING: Any advertising or promotions used which the Cities

award is showcased, placed in written technology or verbal communication must be expressly authorized in writing by the City.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline without acceptable reason and without the approval of the purchasing manager. Any interlineations, alteration, or erasure made before opening time should be initialed by the signer of the bid, guaranteeing authenticity.

AMENDMENTS: Chapter 176 of the Texas Local Government Code requires a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the City not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law.

ASSIGNMENT: The vendor is prohibited from transferring their rights and duties nor shall the vendor sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Huntsville. All subcontractors must be approved in writing by the City prior to any work being initiated.

BID AWARD: The City of Huntsville reserves the right to award bids on the lump sum or unit price basis. If the bidder desires the City to consider and all-or-none bid, it must be stated on the bid sheet (s). The City reserves the right to audit or inspect vendor's business records not limited to financial statements, liability insurance, bonding, and worker's compensation insurance and to request business references. All awards will be based on the best interest of the City, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. Purchase price, including payment discount terms;
- c. The reputation of the bidder and of the bidder's goods or services;
- d. The quality of the bidder's goods or services;
- e. The extent to which the goods or services meet the City's needs
- f. The bidder's past relationship with the City;
- g. Delivery terms;
- h. Availability of repair and maintenance parts;
- i. Financial condition;
- j. The total long-term cost to the City to acquire the bidder's good or services; and
- k. Any relevant criteria specifically listed in this request for bid.

BRAND NAMES: Specifications may reference name brands, make, and/or model numbers. Any reference made to brand, make, and/or model used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. The City shall act as sole judge in determining equality and acceptability of

products offered.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and may require approval of the City Council.

COLLUSION: Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular bidder's bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular bidder's bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal bidder attests that no improper communication has occurred resulting in an advantage over any other bidder, potential bidder, or advance discloser.

COMPLIANCE: This bid and vendor and/or contractor must comply with all federal, state, City and local laws concerning these types of service. The vendor is prohibited from discriminating due to racial, sexual, religious, disability, or any other grounds. Any known discrimination is grounds for immediate cancellation of contract at the sole expense of the vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated,

Local Government Code Title 5.
Subtitle C, Chapter 171.

CONTRACT: This bid, when properly accepted by the City of Huntsville, shall constitute a contract equally binding between the successful bidder and the City of Huntsville. No different or additional terms or addendums, supplements, or amendments will become a part of this contract unless agreed to and signed by both the successful bidder and the City without the prior written approval of the City of Huntsville. Should any change in terms be requested by the vendor after the contract has been awarded, the City reserves the right to cancel the contract and award the bid to the next responsible responsive bidder. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City. The City reserves the right to reject the bid of any bidder who is in violation of any City Ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

CONTRACT TERMINATION: The City may terminate this contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Service Provider fails to fulfill its obligations under this contract, or if the Service Provider violates any part of the agreement of the contract, the City has the right to terminate this contract by giving the Service Provider five (5) calendar days written notice. The Service Provider will be compensated for

the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the vendor's name from the bidder's list for receiving future bids. No terms or provision of the contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider until the exact amount of damages due to the City from the Service Provider is determined and paid. City reserves the right to order from another vendor in which an emergency or urgent need becomes necessary. If the City terminates the contract, the City will equitably compensate Contractor in accordance with the provisions of this contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the City. Contractor, will not, however, be entitled to lost or anticipated profits, special damages or consequential damages should the CITY choose to exercise its option to terminate.

DELIVERY: All delivery and freight charges (FOB City of Huntsville designated location) are to be included in the bid price. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

DISCLOSURE REQUIREMENT: Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City officers or officials. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law is available by

contacting the City of Huntsville City Secretary, 1212 Ave. M Huntsville, TX 77340. By doing business or seeking to do business with the City you acknowledge that you have been notified of your sole responsibility to comply with Chapter 176 of the Texas Local Government Code.

EXCEPTIONS/SUBSTITUTION

S: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsive to perform in strict accordance with the specifications of the invitation. The City of Huntsville reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

FIRM PRICE: Bidders must hold bid prices firm for 120 days after the bid opening date to allow the City sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract.

FORCE MAJEURE: Vendor will not be held liable for noncompliance for any reasonable delay due to Force Majeure. Force Majeure is any delay caused by acts of God and or labor strikes.

FORM: Bids must be submitted on the City's form only. Bidder shall provide with this bid/proposal response, all documentation required. Failure to provide this information may result in rejection of bid. Bidders are required to submit bids itemized and prices extended when required. Bidders must return the entire original bid document with Invitation for Bid or Request for Proposal. Vendors

should not change or alter packet in any way.

FUNDING: Award and funding of the bid, proposal, and contract is pending City of Huntsville City Council approval. State of Texas statutes, Local Government Code 271.903 prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Huntsville fiscal year shall be subject to budget approval. The City reserves the right to rescind the contract at the end of each fiscal year if determined that there are insufficient funds to extend the contract and no cost.

INDEMNIFICATION

AGREEMENT: The contractor agrees to indemnify, hold harmless and defend the City of Huntsville, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its

officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence to the fullest extent of the law.

INTERLOCAL

COOPERATIVE:

Other government entities within the State of Texas may be extended the opportunity to purchase off of the City of Huntsville's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and the City is not obligated or liable for any action or debts that may arise out of such independently, negotiated "piggyback" procurements.

ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If an item is not picked up within reasonable time after notification, the item will become a donation to the City for disposition.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. The City of Huntsville is not responsible for lateness or non-delivery of mail, carrier, delivery etc., and the date/time stamp in the City Secretary's Office shall be the

official time of receipt. Late bids will remain unopened and returned to the address on the outside of the envelope.

LAWS: This agreement will be governed and construed by the State of Texas Local Government Code, City Charter, City Ordinance, and City Purchasing Policy. Information in the record is deemed public record in accordance with the Texas Public Information Act. This agreement is performable in the City of Huntsville, Huntsville, Texas. Each party consents to the exclusive jurisdiction of the state courts having jurisdiction in the City of Walker, Texas. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principles

NOTIFICATION: The City uses multiple channels for the notification and dissemination of all invitations to bid and/or request for proposals. The City accepts no responsibility for the lack of notification or receipt of bid to any and all potential bidders.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. All invoices must be mailed to City of Huntsville Attn: Accounts Payable 1212 Ave. M Huntsville, TX 77340. The City requests credits for any errors. Invoices will not be short paid.

PRICE redetermination may be considered by City of Huntsville only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.) with a sixty day prior written notice. The bidder's past history of honoring contracts at the bid price will be an important

consideration in the City's evaluation of the lowest and best bid. The City of Huntsville reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. The City reserves the right to reject price redetermination and award the bid to next responsible responsive bidder.

QUANTITIES: Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

RECORD RETENTION: The awarded vendor must maintain copies of all documents relating to the contract for the length of the warranty period plus one year.

Should the document be destroyed or for any reason the awarded vendor is unable to locate the contract, the warranty will be considered in force under the original terms of the contract.

REIMBURSEMENTS: There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to the request. The City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Huntsville. All samples will be return when applicable.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

TAXES: The City of Huntsville is exempt from Federal Excise, State Sales and Transportation Taxes. Tax must not be included in bid/proposal. The City upon request will execute a Tax Exemption Certificate. The City is statutorily exempt from State and Local Sales tax and a permit number is not required.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title

WITHDRAWAL OF BID: No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing manager.
7.2016

No-Bid Statement

Utility Billing and Mailing Services, Bid NO. 25-46

The City of Huntsville seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

- ☐ Unable to respond to the request for bid or request for proposals by the specific deadline.
- ☐ Our company does not carry or cannot offer this type of product and service.
- ☐ Specifications are restrictive, unclear or incomplete. Please explain below

- ☐ Invitation is suitable, but engaged in other work.
- ☐ Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

Responders Information

Utility Billing and Mailing Services, Bid NO. 25-46

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Matrix Imaging Solutions, LLC.

Company Name

9/30/2025

Date

Tenille Randolph

Witness Signature

Tenille Randolph

Witness Printed Name

Curtis Nelson

Authorized Representative Signature

Curtis Nelson

Authorized Representative Printed Name

972-462-5400

Telephone Number

972-462-5428

Fax Number

SVP-Operations

Authorized Representative Title

cnelson@matriximaging.com

Email

1122 W. Bethel Road, Suite 100, Coppell, TX 75019

Correspondence Address, City, State, Zip Code

1122 W. Bethel Road, Suite 100, Coppell, TX 75019

Remit Address, City, State, Zip Code

Initial for addendum receipt/acknowledgment.
Please mark N/A if no addendum was issued

Addendum #1 cn

Addendum #2 _____

Addendum #3 _____

Addendum #4 _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE CONSIDERED NON-RESPONSIVE



City of Huntsville
448 State Highway 75 N
Huntsville, TX 77320
Lucy Gonzalez, CTCD
Procurement Manager
Telephone: (936) 291-5495
Email: purchasing@huntsvilletx.gov

ADDENDUM #1

Title	Bid Number	Closing Date	Issued Date
Utility Billing and Mailing Service	25-46	October 2, 2025, at 2:00 P.M. Central Standard Time	September 29, 2025

TO ALL PROSPECTIVE BIDDERS:

The information contained in this Addendum supersedes information contained in the Contract Documents to the extent indicated. All information contained in the Contract Documents remain in full force and effect unless specifically modified herein. All Respondents shall acknowledge the receipt of the Addendum in the space provided on this Addendum Form and submit this form with your bid packet. Failure to do so will result in Respondent disqualification.

The attention of all prospective Respondents is directed to the following modifications for the above referenced project.

Questions and Answers

Question No. 1: What are the preferred secure file transfer methods for Incode exports (e.g., SFTP, portal upload)?

Answer: **SFTP**

Question No. 2: For the “Archive for 12 months – search/view” requirement, does providing a secure online bill presentment portal meet compliance?

Answer: **Yes.**

Question No. 3: Will the City accept alternative envelope window specifications if visibility and USPS standards are met?

Answer: **No, Monday thru Friday is acceptable.**

Question No. 4: Is weekend processing expected for the 24-hour turnaround requirement if bill files Are received on a Friday or Saturday?

Answer: **No.**

Question No. 5: Are there any production or service issues that have led you to go out to bid for these services?

Answer: **No, the contract is set to expire.**

Question No. 6: What is the City currently paying for these services?

Answer: **Please submit this request via email: publicinformationrequest@huntsvilletx.gov**

Question No. 7: Regarding the term, the RFP states: 'This contract shall be effective for a term of Date of Award through September 30, 2026 upon mutual agreement of the both parties.' However, the award date appears to be October 2025 meaning the term would be less than one year.

- A. Will you please clarify the initial term? **Date of Award – September 30, 2026**
- B. Does the City anticipate extending the agreement beyond the initial term? **No.**
- C. If there are extensions, are annual CPI price increases allowed after year one? **No extensions.**

Answer: **We anticipate to award in October however, we do not have a set date. The term is about one year.**

Question No. 8: Is the City open to setting up a postage deposit/escrow account with the awarded Vendor before the Go-Live date?

Answer: **Yes, if necessary.**

Question No. 9: Please confirm the submission address. Page 1 lists both 1212 Avenue M and 448 State Highway 75N. Page 2 just has the 448 State Highway 75N address.

Answer: **448 State Highway 75N Huntsville, TX 77320**

Question No. 10: Regarding turnaround time- The RFP states 24 hours. Will you please confirm that the required mail turnaround time is next business day and that weekend printing is not required?

Answer: **Turnaround time is next day and the weekend printing is not required.**

Question No. 11: Who is the current vendor for these services?

Answer: **DataProse LLC**

Question No. 12: What does the city currently pay for these services?

Answer: **Please submit this request via email: publicinformationrequest@huntsvilletx.gov**

Question No. 13: Under the Pricing Section, the second sentence states "Vendor must supply a copy of their agreement with solicitation to expedite award process." Can you please describe or explain this requirement.

Answer: **If the vendor has a contract agreement when establishing new contract, please include a copy for our review.**

Question No. 14: Can you also provide the window specifications for the #10 Outgoing Envelope and the #9 return envelope.

Answer: **#10 Double window 9x13.5
#9 regular with black print 8.5 x3.5 (return envelope)**

Question No. 15: Can you please identify the specific services needed for the pricing segment?

- Utility Bill Printing Price - One Sided - Does this section need to include services and materials (paper and envelopes) all combined into a rollup price?
 - Answer: **Full color font**
- Utility Bill Printing Price - Two Sided (back side black only) - Does this section need to include services and materials (paper and envelopes) all combined into a rollup price?
 - Answer: **Full Color or Black**
- 8.5 x 3.5 black ink one sided (included print, fold and stuff) - Is this for an insert that needs to be printed, folded and inserted in with the utility bill? Can you specify requirements?
 - Answer: **Includes cost to insert**
- 8.5 x 3.5 black ink two sided (included print, fold and stuff) - Is this for an insert that needs to be printed, folded and inserted in with the utility bill? Can you specify requirements?

- Answer: **Includes cost to insert**
- 8.5 x 3.5 black ink one sided (included only stuff) Is this for an insert that needs to be printed, folded and inserted in with the utility bill? Can you specify requirements?
 - Answer: **Cost to insert**
- 8.5 x 3.5 black ink two sided (included only stuff) - Is this for an insert that needs to be printed, folded and inserted in with the utility bill? Can you specify requirements?
 - Answer: **Cost to insert**
- 8.5 x 11 black ink one sided (included print, fold and stuff) - Is this for an insert that needs to be printed, folded and inserted in with the utility bill? Can you specify requirements? Is the finished size 8.5" x 11" will this mail
 - Answer: **Includes cost to print**
- 8.5 x 11 black ink two sided (included print, fold and stuff)
 - Answer: **Includes cost to print**
- 8.5 x 11 black ink one sided (included only stuff) - Is the finished size 8.5" x 11" will this mail require folding, and will it be inserted into the utility bill envelope?
 - Answer: **Cost to Insert**
- 8.5 x 11 black ink two sided (included only stuff) - Is the finished size 8.5" x 11" will this mail require folding, and will it be inserted into the utility bill envelope?
 - Answer: **Cost to Insert**

Please include signed copy of Addendum with submitted Solicitation Packet.

Responder Name: Matrix Imaging Solutions, LLC.

Address: 1122 W. Bethel Road, Suite 100, Coppell, TX 75019

Telephone Number: 972-462-5410

Fax Number: 972-462-5428

Email Address: cnelson@matriximaging.com

Curtis Nelson

Printed Name of Contact


Authorized Signature

Pricing Table

Description	Price Per Unit	Comments
Create and archive PDF's fee (Search and/or View Bill) Archive for 12 Months	\$0.01	
Utility Bill Printing Price - One Sided	\$0.102	Full color front
Utility Bill Printing Price - Two Sided (back side black only)	\$0.117	Full color over black
8.5 x 3.5 black ink one sided (included print, fold and stuff)	\$0.06	Includes cost to insert
8.5 x 3.5 black ink two sided (included print, fold and stuff)	\$0.0795	Includes cost to insert
8.5 x 3.5 black ink one sided (included only stuff)	\$0.01	Cost to insert
8.5 x 3.5 black ink two sided (included only stuff)	\$0.01	Cost to insert
8.5 x 11 black ink one sided (included print, fold and stuff)	\$0.08	Includes cost to insert
8.5 x 11 black ink two sided (included print, fold and stuff)	\$0.099	Includes cost to insert
8.5 x 11 black ink one sided (included only stuff)	\$0.01	Cost to insert
8.5 x 11 black ink two sided (included only stuff)	\$0.01	Cost to insert
Addendum Yes/No	Yes	

Bill Upload Schedule:

The City will upload bill files on or around the second Friday of the month and also on or around the third Tuesday of the month.



ADDITIONAL/OPTIONAL SERVICES PRICING

Initial Implementation/Utility Set-up	Waived	One-Time
Additional Impressions – Simplex, black ink	\$0.037	Each
Oversized Bills (8-99 pages) - Includes 9 x 12" Envelope - Inserting of Statements More than 8 Pages	\$0.39	Each
Oversized Bills (100 + pages) Includes the Window Box	\$4.00	Each
Additional Inserts – Cost to Insert (Newsletter, Reports, Buck Slips, etc.)	\$0.01	Each
Offline Folding - for Flat Client-Supplied Inserts	\$0.01	Each
Bill Suppressions	\$0.035	Suppression
Matrix View (formerly Search & View Bill Archive)	\$0.01	Each
API – Allows clients already utilizing the S&V service or their eBill payment vendor, a back-end path to access PDFs from our system. This product is a connector service between the client application or website and the indexed billing PDFs.	\$75.00	Month
NCOALink – Corrections made from the USPS National Change of Address database. Corrections are provided in our standard reports so you can update your records and prevent future charges.	\$0.25	Correction
Additional Programming – Client Requested/Approved Change Requests	\$125.00	Hour
Special Handling – Overnight + FedEx or UPS Delivery	Cost	Each
Estimated Postage - Based on a 1–3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS.	\$0.589	Each

*Pricing Does Not Include Applicable Sales Tax



eBill – ELECTRONIC DELIVERY

PRODUCT OVERVIEW

Matrix Imaging Solutions provides several different electronic delivery products. This document describes the Matrix Imaging Solutions email delivery. This document does not include any Electronic Bill Presentment/Payment (EBPP) functionality. The email itself is delivered in html format and can be customized to include graphical content and variable data. This core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

PRODUCT FEATURES

Matrix View – Email delivery with a link back to the original bill-payer invoice. This link and the source document are stored by Matrix Imaging Solutions and is made available seamlessly to the billpayer.

PRODUCT IMPLEMENTATION TIMING

Standard implementation time for one email template into our normal process is 2-3 weeks. Each additional email template can be added in the same 2-3-week time frame.

PRODUCT PRICING

Description Frequency	Fee	Frequency
Implementation - Includes one email template and initial setup.	Waived	One Time
Annual License/Subscription Fee	Waived	Annually
Additional Email Template Setup	\$300.00	Per Email Template
Standard Email Transaction	\$0.05	Per Email

MATRIX

1122 W BETHEL RD
COPPELL, TX 75019

City of Huntsville

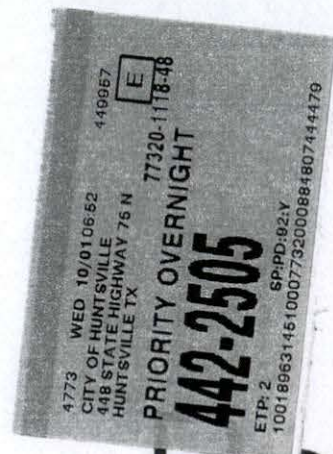
Attn: City Secretary, c/o Purchasing Dept.

448 State Hwy 75N

Huntsville, TX 77320

****SOLICITATION PACKET 25-46****

Express



Reusab

ORIGIN ID:KIPA (972) 462-5400
TENILLE RANDOLPH
MATRIX IMAGING SOLUTIONS, LLC.
1122 W BETHEL RD
SUITE 100
COPPELL, TX 75019
UNITED STATES US

SHIP DATE: 30SEP25
ACTWGT: 2.00 LB
CAD: 113467275/INET4535

BILL SENDER

TO CITY SECRETARY, C/OPURCHASING DEPT.
CITY OF HUNTSVILLE
448 STATE HWY 75N

HUNTSVILLE TX 77320

(936) 291-5495
INV:
PO:

REF: RFP 25-46

DEPT: SALES/MARKETING



WED - 01 OCT 10:30A
PRIORITY OVERNIGHT

TRK# 8848 0744 4479
0201

AB CXOA

77320

TX-US IAH



RECEIVED

BY: *[Signature]* DATE: 10.1.25
@ 9:50 AM

59H13/242259F2



CITY OF
Huntsville
Incorporated in 1845 under the Republic of Texas

October 8, 2025

Matrix Imaging Solutions, LLC
Attn: Curtis Nelson
1122 W. Bethel Road, Suite 100
Coppell, TX 75019
Email: cnelson@matriximaging.com

Re: **CONDITIONAL LETTER OF AWARD**
Contract: RFP Bid NO. 25-46 Utility Billing and Mailing Services

We have considered your proposal submitted in response to the Request for Proposal (RFP) 25-46 Utility Billing and Mailing Service. The contract for this RFP is conditionally awarded to Matrix Imaging Solutions, LLC, 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 **3:00 PM** on **October 9, 2025** so that our attorney can review prior to the City Council meeting scheduled for October 21, 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 **October 9, 2025**.

Sincerely,

Lucy Gonzalez, CTCD
Procurement Manager



City of Huntsville 10/8/2025
Date



Matrix Imaging Solutions, LLC 10/9/2025
Date

1212 Avenue M • Huntsville, TX 77340-4608 • 936.291.5400 • 936.291.5409 fax • www.huntsville.tx.us

*Our vision for the City of Huntsville is a community that is beautiful, historic,
culturally diverse, affordable, safe, and well planned with great opportunity for our
citizens.*

PREPARED



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EXECUTIVE SUMMARY

For over 30 years the Matrix team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. To exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with your specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

Below are some examples of what makes Matrix one of the leading providers of critical document management and print/mail services in the nation:

- ▶ Completely integrated electronic and printed output options.
- ▶ A primary focus on critical transactional document services in the Utility Market Vertical.
- ▶ Highest quality processing with secure and auditable processes.
- ▶ Online customer portal: Matrix Access, for file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost, and SLA & production details.
- ▶ Hosted document archive and web presentment options.
- ▶ Full Service USPS Postal Unit (DMU).
- ▶ Utilization of “best-in-class” industry software: OpenText Exstream – Dialogue, to compose and develop applications for print and electronic solutions.
- ▶ Expandable processing/mailing capacity to ensure SLA's are always met or exceeded.
- ▶ Experienced, professional programming, implementation and account management team.
- ▶ Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

Matrix has and continues to invest in creating online applications that help you manage your business with us as well as the communications with your customers. With these tools, you can monitor production, gather statistics, create dynamic and personal messages on documents, manage inserts, create and submit dynamic letters, file review and approve and track both outgoing and reply mail. Below is a brief description of our online applications.

- ▶ [Matrix Access Customer Portal](#)

Provides 24/7 file downloading, CASS and NCOA, variable messaging on individually selected documents and inserts, online document proofing prior to printing, online ability to make last minute changes before printing, real time job tracking to monitor your project throughout the entire process, detailed reporting, address updates/corrections reports from CASS and NCOA, including postage costs by job upon job completion, weekly and monthly summary reports, and mail tracking of your project from departure to delivery.

- ▶ [Matrix View](#)

This feature is a fully-hosted web application that electronically stores exact replicas of your statements. This provides you the ability to search, view or print a document exactly as it appears to your customers, online 24/7.

- ▶ [View and Approve](#)

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MATRIX

This online tool provides the ability to view and approve your proofs, or hold entire jobs for reviewing individual documents. This allows for your ability to set specific jobs on hold and perform business validation at the document level.

- ▶ [Message Manager](#)

This online tool gives you the ability to add or change messaging on your bill quickly before production begins, search existing messages, or create new messages by state, zip code, or user defined data fields.

- ▶ [JobTrax](#)

This online feature gives you the ability to track your project throughout the production process.

- ▶ [MailTrax](#)

This online tool gives you the ability to track your inbound/outbound mail throughout the USPS postal system up to the point of delivery.

- ▶ [eBill](#)

This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting - 24/7 access to back-end reporting on any user-defined fields.

MATRIX LOCATIONS

East Coast Production (DMU)

6341 Inducon Drive East
Sanborn, NY 14132

5115 Pegasus Court, Suite H
Frederick, MD 21704

Central Production (DMU)

1122 W. Bethel Road, Suite 100
Coppell, TX 75019

West Coast Production (DMU)

2930 Ramona Avenue, Suite 100
Sacramento, CA 95826

Los Angeles Area
Ontario, CA 91764

STAFF PROFILES

Curtis Nelson, SVP – Operations

Curtis Nelson's 32+ year tenure in the billing industry with Matrix Imaging Solutions includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for Matrix Imaging Solutions, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines.

Tony Yeveerino, Production Manager

Tony manages overall Production Operations at Matrix Imaging Solutions, where he has spent over 22 years overseeing multiple aspects of the production environment. He is well-versed in operating, servicing, and planning production for a wide range of digital imaging, inserting, and ancillary equipment—including Xerox, OCE Canon, Ricoh, MBO, Bell & Howell, Pitney Bowes, and Document Data Solutions. A key team member in deploying Matrix Imaging Solutions 'Automated Document Factory (ADF) in 2001, Tony helped implement this best-in-class technology at a time when many operations had yet to explore it.

Brian Ray, SVP - Management Information and Technology Solutions

Brian has over 16 years of experience managing transactional document production and delivering technological solutions for off-site outsourcing agreements. A Texas Tech graduate with a BS in Electrical Engineering, he transitioned from IT design architect roles—covering application design, networking, programming, and billing—into management in 2002. He has led major workflow improvements, including the migration of people, processes, and equipment for one of Xerox's largest banking customers. A 1999 Xerox National Champion of Customer Satisfaction and 2004 Lean Six Sigma Greenbelt, Brian has been enhancing Matrix Imaging Solutions 'processing and production systems since 2013.

Gina Randall, Project Implementation Manager

Gina has overseen major project implementations and managed client relationships at Matrix Imaging Solutions for over 20 years. Her work includes defining project specifications, coordinating communication between internal and external teams, analyzing client data, and providing education and training. Gina's experience and can-do attitude are key to consistently exceeding client expectations.

Rachel Alanis, Client Services Manager

Rachel's offers several years of experience as an Account Manager and has served our clients with Matrix Imaging Solutions for over 15 years. Her dedication and hard work not only ensure that her clients 'questions are answered, but she also maintains a strong relationship with each and every one of her contacts. She encourages open communication and always goes the extra mile to take care of her clients. Rachel is a graduate of Texas A&M University.

Colin Dentino, Director of Business Development

Colin is a business development, sales, and marketing professional who consistently exceeds targets and builds lasting relationships in the Utility, Municipality, and Healthcare industries. He also supports internal business tools and marketing initiatives, including digital marketing, lead generation, and customer acquisition. His work spans client communications, sales presentations and proposals, contract and pricing negotiations, customer follow-up, and staying ahead of industry trends to better serve clients. Colin holds



a BS in Fine Art and an Executive MBA, and was awarded the Summer 2023 Dale Carnegie Highest Award for Achievement. He joined Matrix in 2019.

PROJECT IMPLEMENTATION PLAN

The general scope associated with any new project is estimated at twelve (12) weeks understanding that all requested items are returned to Matrix in the timeframe stated. Our proposal provides development up to 80 hours of programming. This reflects our average timeframe to develop and onboard a typical customer application. Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved. We will also do our best to accommodate an earlier go-live date.

In order to begin your implementation, the following items will be required:

- ▶ Test Data File
- ▶ Client Logo
- ▶ NCOA-Link documentation
- ▶ Data Layout
- ▶ New Client Checklist
- ▶ Mockup (if applicable)

Your Project Manager will provide you with all documentation necessary to begin development and is able to assist you with any questions you may have from the items listed above. After the completion of the initial development, you will receive samples from Matrix. You and your Project Manager will complete a series of correction and revisions as deemed necessary in order to create your desired new statement design. Once the design of the statement is complete, you will be asked to perform a Parallel Test.

For each project implemented by Matrix, you will be assigned a dedicated Account Manager to facilitate all client communication and funnel all questions or concerns. Your Account Manager will represent Matrix and will be equipped with the necessary information to complete the project. In turn, we ask that one point of contact be established at the client level to facilitate client changes, revisions and final approval for the application to be built. Although various components of the project may be assigned to specific individuals on your team, it is ultimately the main point of contact that the Account Manager will consult regarding format changes and final decisions that may arise while the project is in production. Each project is also assigned a Matrix developer. This person is responsible for the data programming associated with your application including data mapping and bill design. The Project Manager and Developer work closely to produce your final product. The developer is the person that will be a technical resource for the development of your application in the event data specific questions arise.

It is imperative that all items be received and returned in a quick and efficient manner. Failure to return items as requested may result in a delayed live date. Your project cannot begin until a test data file, data layout and checklist are received. Your project completion date will be assessed once all components are returned and submitted for scheduling. A conference call may be needed within two weeks of project submission in order to answer questions regarding your data set by the assigned development programmer. In most cases, an initial sample of the project can be expected within two to three weeks from project submission. Again, this date is subject to change and will be defined on your project plan from the point of receipt of requested items.

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product.

As with any new change, you may see a need to alter the initial sample as presented by Matrix. Your Project Manager will provide you with a Corrections and Revisions Form in order to alter the initial sample. This form is necessary to obtain your final desired project. Your preference may be to increase the font of one section or add your website and office hours. In any case, be sure to clearly define your requested revisions to your PM and on the correction and revisions form. We understand that it may be necessary to complete

MATRIX

a series of corrections and revisions. As a general rule, we anticipate a maximum of three rounds of corrections and revisions.

PROJECT TIMELINE

Project Plan

Phase 1 – Project Overview and Scope Defined – Three (3) Weeks

- ▶ Schedule a project kick-off session with your team.
- ▶ Identify client stakeholders involved and confirm overall project scope.
- ▶ Review selected documents components and process. Identify any future changes/recommendations if applicable.
- ▶ Review project input checklist (format, fonts, color, messaging, graphing, etc.).
- ▶ Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.
- ▶ Weekly, documented updates will be provided by the Matrix Imaging Solutions Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review the responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.

Project Development

Phase 2 – Application Development – Six (6) Weeks

- ▶ Working collaboratively with your team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.
- ▶ Working collaboratively with you, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.

Project Execution

Phase 3 – We will work together to finalize the project. — Three (3) weeks

- ▶ Custom stock ordered and received if applicable.
- ▶ Postage deposit received or verified with USPS. Matrix Imaging Solutions requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.
- ▶ Create “live samples”, present, and gain approval. Lock box approves remit samples.
- ▶ Schedule parallel production and confirm cycle schedule with you.
- ▶ Train client contact(s) on Matrix Access – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes
- ▶ FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.
- ▶ Receive final sign off to proceed.

...

Project LIVE

Final Phase – LIVE Production Run

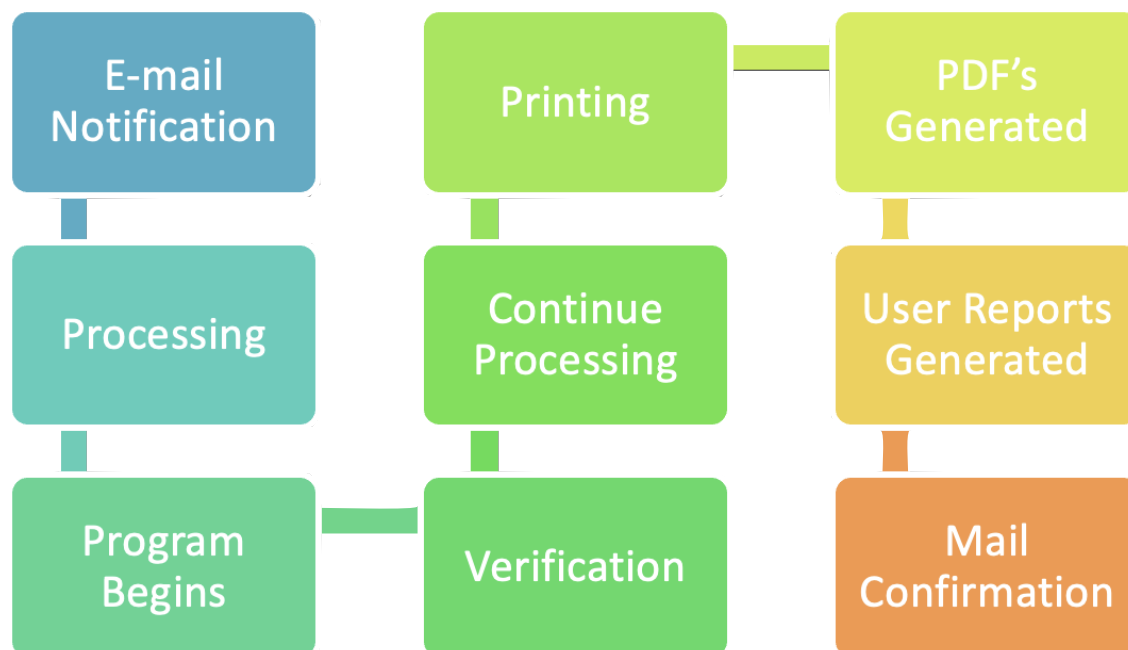
- Receive final sign off to proceed.

PRODUCTION PROCESS OUTLINE

All programs implemented by Matrix Imaging Solutions have been automated to the fullest extent possible. Upon receipt of your data, the following process will automatically begin:

- ▶ An email notification will be sent to key Matrix Imaging Solutions individuals responsible for your application.
- ▶ Your data file(s) will be transmitted to the appropriate location for processing.
- ▶ The program will begin.
- ▶ We will perform predefined verification steps (Developed application by application)
- ▶ Once your files have been automatically verified for accuracy, the processing will continue.
- ▶ Print files will be prepared.
- ▶ PDF files will be generated.
- ▶ Electronic data will be downloaded for presentation on the internet.
- ▶ Upon completion of the processing, you will be emailed a processing report (usually within 4 hours of receiving your files)
- ▶ And at the time your bills have been delivered to the USPS, you will receive a 2nd confirmation of delivery (Usually within 4 hours of mail delivery)

MATRIX PRODUCTION FLOW CHART



It is only out of our continually changing efforts to meet our client needs that we have purposely added several manual steps for verification in order to ensure that the proper attention is given to the accurate and current insert and insert weight verification and processing verification.



MATRIX ACCESS – YOUR SECURE CUSTOMER PORTAL 24/7

Job Processing at your finger tips! Matrix Access is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the Matrix Imaging Solutions Secure Matrix Access Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. Matrix Access provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through Matrix Access.

Secure Access

Our clients are provided a safe and secure login to access our Matrix Access Customer Portal.

M Access

DPAuto is now Matrix Access.

Sign in to your account

User Name

Password

☐ Remember me?

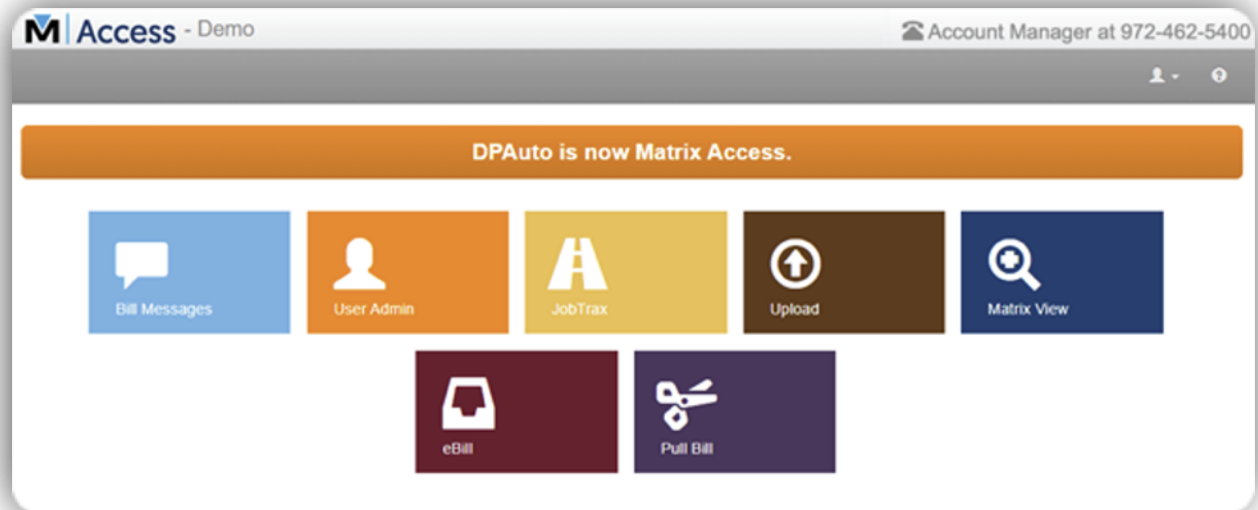
[Log in](#) [Forgot your password?](#)

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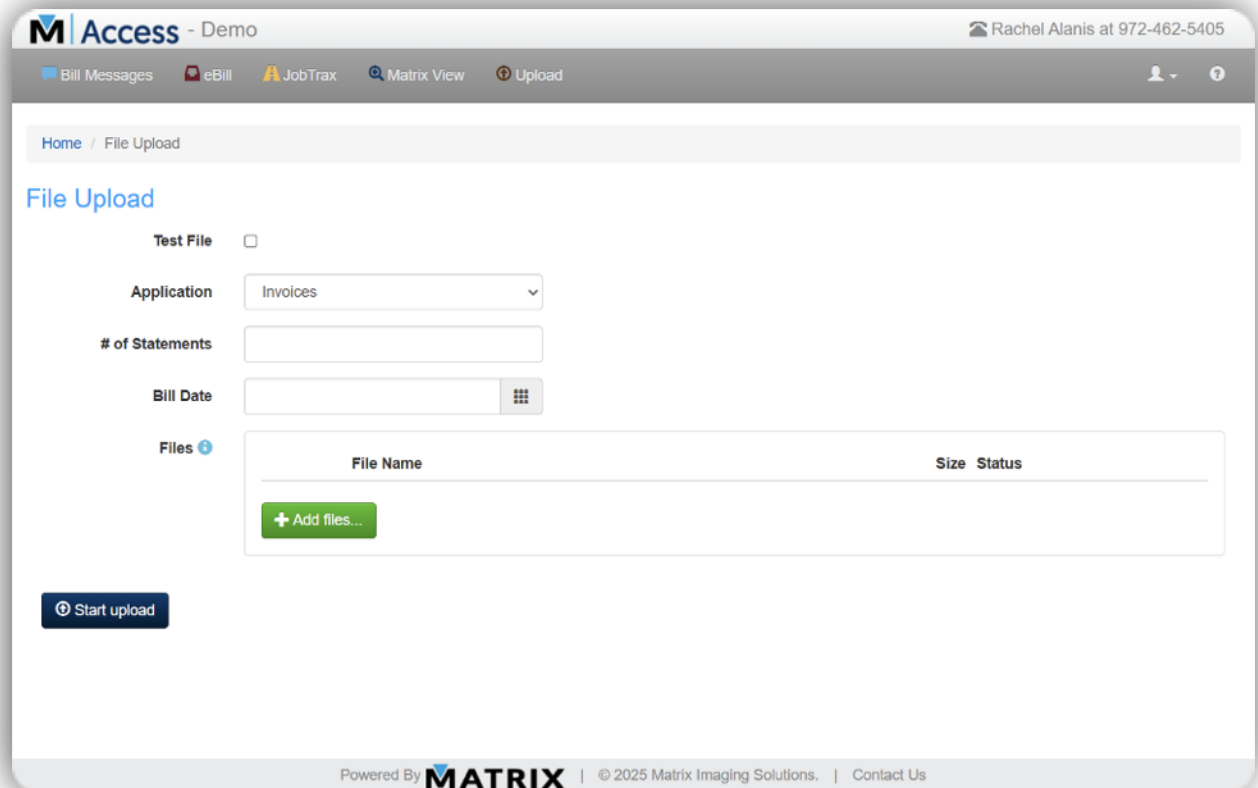
Inside Matrix Access Client Portal

Our client portal is very user friendly and contains help information throughout the site. Simply click on the process selection needed for your project needs.



Secure FTP

Get the convenience of your favorite web browser and the security of FTP. It's a simple and secure way to deliver your valuable billing data to our servers.



JOB TRAX

Stay updated by logging in and watching your project move through data processing, printing and mail services.

Access - Demo

Rachel Alanis at 972-462-5405

[Bill Messages](#)
[eBill](#)
[JobTrax](#)
[Matrix View](#)
[Upload](#)

[Home](#) / [JobTrax](#)

JobTrax

Jobs

Show 10 entries

Search:

Job Number	Description	Mail Pieces	Started	Progress	Mail Date												
153580AA27	Invoices	300	Jun 27 2025 08:16AM	10%													
Detailed Status by Mailing Group as of 7/10/2025 11:13:52 AM <table> <thead> <tr> <th>Group</th> <th>Pieces</th> <th>DP</th> <th>Imaging</th> <th>Inserting</th> <th>IDy</th> </tr> </thead> <tbody> <tr> <td>1A</td> <td>300</td> <td>10%</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Reports - ClientReports_DOA_bar.txt - ClientReports_DOA_bar.xlsx - ClientReports_DOA_PulledBills.xlsx - DPSYS_Report_153580AA27.pdf Inserts - BRE - Driven By Technology						Group	Pieces	DP	Imaging	Inserting	IDy	1A	300	10%			
Group	Pieces	DP	Imaging	Inserting	IDy												
1A	300	10%															
149936EA03	DP-EBill	8	Jan 03 2025 12:44PM	100%	Jan 03 2025 01:05PM												
149936EA26	DP-EBill	8	Dec 26 2024 03:12PM	100%	Dec 27 2024 09:00AM												

Search Job Number

Search Description

Search Mail Pieces

Search Started

Search Progress

Search Mail Date

Showing 1 to 3 of 3 entries

Previous

1

Next

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MATRIX

© 2025 Matrix Imaging Solutions.

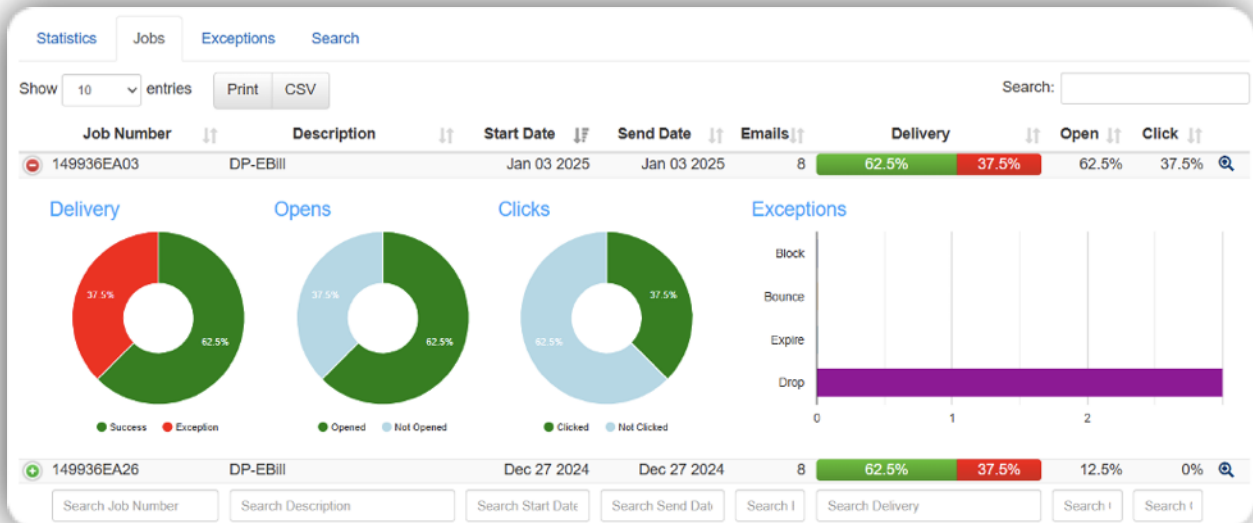
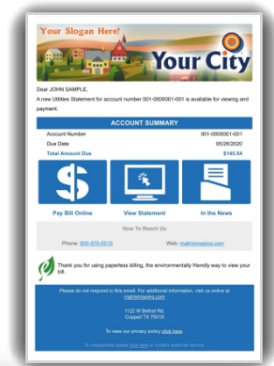
Contact Us

EBILL

Example 1

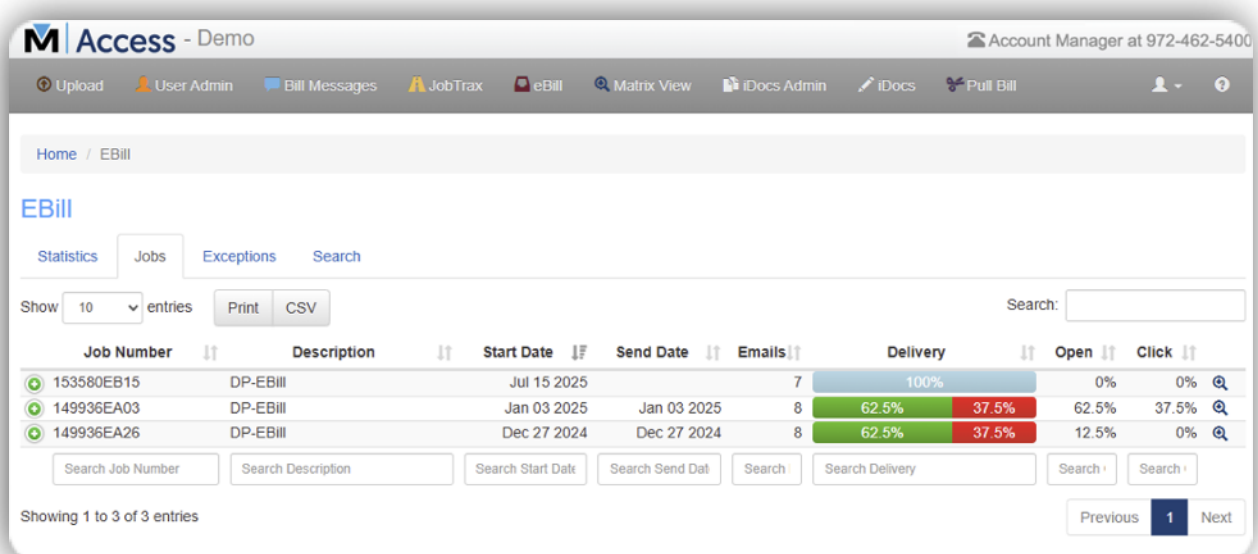
Job 149936EA03, in this example 62.5% of the recipients received their email. 37.5% did not receive their email.

- ▶ Exceptions with email delivery.
- ▶ Action is necessary to deliver emails with exceptions.



Example 2

Job 153580EB15, in this example 100% in blue but no send date. These emails are loaded and waiting to be sent. Jobs begin sending at 10:00 pm Central time.



MESSAGE MANAGER

Manage Your Statement Messaging

The Message Manager tool is found inside the Matrix Access Client Portal. It allows Matrix Imaging Solutions customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical size of the message can be up to 500 characters. Matrix Imaging Solutions Account Managers assist our customers at no cost regarding the graphic requirements for bill messaging.

Self-Service Messaging enables business users to own and manage content and personalize communications for customers. With Self Service Messaging, business users have access to manage the messages and targeting rules for pre-defined content blocks. Remove the frustration, cost and delays of requesting IT to change communications content by opening the communication content to the most appropriate subject matter experts in the business. Proof your designs according to communication channel or device, including print, email, SMS, dynamic HTML5, or mobile notifications.

Configure approval processes to ensure all content and communications are appropriately checked and approved before sending to ensure the communications are fully compliant. Before deploying, enforce approval processes for all appropriate content, from individual content pieces to personalized templates.

Access - Demo Account Manager at 972-462-5400

Upload User Admin Bill Messages JobTrax eBill Matrix View iDocs Admin iDocs Pull Bill

Home / Bill Messages

Bill Messages

Show 10 entries Search:

Application	Type	Name/Number	Message	Start Date	End Date
Invoices	All Bills		The City DOES NOT...	07/15/2025	
Full Message Text (306 characters) The City DOES NOT contact customers after hours or on weekends regarding past due accounts. Any customers contacted during these times should consider the call fraudulent and contact the police department @ 555-333-1111. Please visit our website @ www.yourcity.org for more information and upcoming events.					
Invoices	All Bills		All city offices ...	07/15/2025	
Full Message Text (357 characters) All city offices will be closed on May 31, 2025, in case of water and sewer emergencies you can call 222-333-2222. Trash pickup will be running regular routes. April 30th kicks off this years Music in the Park concert series, free music every Friday in May and June at 8pm. For more Information on upcoming event please visit our website at www.yourcity.org					

Search Application Search Type Search Name/Number Search Message Search St Search Er

Showing 1 to 2 of 2 entries Previous 1 Next

+ Add Message

COMPREHENSIVE REPORTING

Matrix Imaging Solutions provides a wide range and types of reporting for client reconciliation for each job/project submitted for production as you can see under the Reports area in this screenshot.

Access - Demo Rachel Alanis at 972-462-5405

Bill Messages eBill JobTrax Matrix View Upload

Home / JobTrax

JobTrax

Files Uploaded But Not Yet Processed

Statements	Bill Date	Upload Date	File Name	File Size
100	Jul 11 2025	Jul 11 2025 01:31PM	DO_20250711_133105.zip	1.85 MB

Jobs

Show 10 entries Search:

Job Number	Description	Mail Pieces	Started	Progress	Mail Date												
153580AA27	Invoices	300	Jun 27 2025 08:16AM	10%													
Detailed Status by Mailing Group as of 7/14/2025 2:24:30 PM <table border="1"> <thead> <tr> <th>Group</th> <th>Pieces</th> <th>DP</th> <th>Imaging</th> <th>Inserting</th> <th>Dy</th> </tr> </thead> <tbody> <tr> <td>1A</td> <td>300</td> <td>10%</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Group	Pieces	DP	Imaging	Inserting	Dy	1A	300	10%			
Group	Pieces	DP	Imaging	Inserting	Dy												
1A	300	10%															
Reports - ClientReports_DOA_bar.txt - ClientReports_DOA_bar.xlsx - ClientReports_DOA_PulledBills.xlsx - DPSYS_Report_153580AA27.pdf																	
Inserts - BRE - Driven By Technology																	
149936EA03	DP-EBill	8	Jan 03 2025 12:44PM	100%	Jan 03 2025 01:05PM												
149936EA26	DP-EBill	8	Dec 26 2024 03:12PM	100%	Dec 27 2024 09:00AM												

Search Job Number Search Description Search Mail Pieces Search Started Search Progress Search Mail Date

Showing 1 to 3 of 3 entries Previous 1 Next

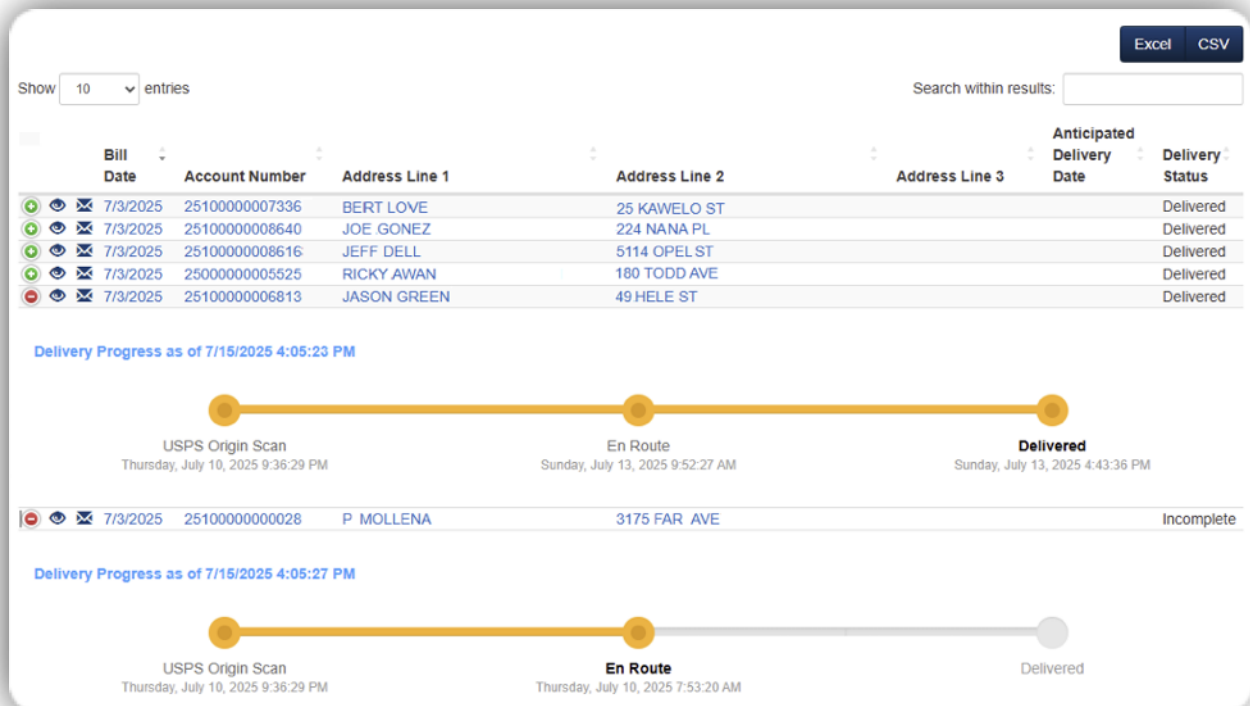
The most important report that most easily details the breakdown of records received and processed is the “DPSYS Report”. This report is presented in PDF format and is available immediately after processing is complete. See DPSYS report sample following this page. Although the DPSYS report and MU Output Summary Report are the only reports that have been included in the RFP response, there are many others available after processing that provide additional detail.

- ▶ MailTrax Progress Report
- ▶ DPSYS Report - PDF
- ▶ MU Output Summary Report - PDF (Move Update)
- ▶ MU Output Report - DAT (Move Update)
- ▶ MU Summary - PDF
- ▶ Client Reports - TXT (invalid address report)

MATRIX ACCESS REPORT SAMPLES

MailTrax Progress Report

MailTrax is our mail tracking service that utilizes USPS IMB barcode scans to track mail through the USPS system. This allows your personnel to know the status of each document/piece in the mail stream. Matrix Imaging Solutions offers tracking on both incoming (Origin) and outgoing (Destination) mail. MailTrax leverages the USPS IMb Tracing solution which provides clients with near real-time tracking information about your First-Class Mail®. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by Matrix Imaging Solutions. You can have visibility to the location of any document, as well as the return payments, which we believe is helpful during customer service interactions.



DPSYS Report Sample

PROCESSING DESCRIPTION REPORT				2/13/20 11:16
Client: Sample City				ABC
File Processed: reg_Statement_20021394728.txt				
Project Description: Statements				Project #: 117265CA13
Mailing Group	# of Bills	# of Impressions	Postage	
A (1 ounce)	2541	2554	\$988.80	
B (2 ounce)	11	43	\$7.15	
C (8 to 99 pages)	4	83	\$0.00	
D (100 to 499 pages)	0	0	\$0.00	
E (500+ pages)	0	0	\$0.00	
I (International)	0	0	\$0.00	
X (Hold Bill\Invalid)	0	0	\$0.00	
(Bills Suppressed)	688	688	-	
TOTALS	2556	2680	\$995.95	
INSERT SUMMARY				
Insert Description	Weight	# of Inserts		
BRE	0.13	1500		
Recycling	0.16	2556		
Taking Care	0.06	2556		
TOTAL INSERTS		6612		
ADDITIONAL INFORMATION				
Records Expected	Records Processed	Pieces Processed	Pieces Printed	
3361	3361	3244	2556	
Total Flow Pages In Output = 0				
*****WARNING - EXPECTED RECORDS DOES NOT EQUAL RECORDS PROCESSED*****				
Expected Bill Date - 02/13/2020		Actual Bill Date - 02/13/2020		
Total Current Charges of Records Processed \$456,950.01				
Total Amount Due of Records Processed \$451,213.72				
Total Amount Due of Records Processed (No Credits) \$461,724.42				
Due Date (From Source Data File) March 9, 2020				
SIMPLEX				
PLCI013120RI86122				3361
2553	42	78	0	688

MOVE UPDATE Summary Output Report Sample

This report displays the original address from your data files and the new updated address after the Move Updates were performed.

Client: Benbrook Water Authority		Client Code: AAA	
Description: Statements		Project: 153634BA08	
Date / Time Processed: 2025/07/08 14:57			
Old Address Information (Change Form)		Updated Address (Changed To)	
895 - <u>Acct# - 190200005</u>			
JOHN Q SAMPLE 941 FOREST CREEK BENBROOK, TX	Effective Date - 202505 USPS Barcode 761262799416 Carrier Route: C008	Move Type: F JOHN Q SAMPLE 927 ROCK CREEK ST BENBROOK, TX 12345-1234	Match Flag: A USPS Barcode 761262763271 Carrier Route: C008
911 - <u>Acct# - 190500008</u>			
JANE S SAMPLE 1125 FOREST CREEK ST BENBROOK, TX	Effective Date - 202501 USPS Barcode 761262723257 Carrier Route: C008	Move Type: I JANE S SAMPLE 2055 ARAPAHO RD APT 124 GARLAND, TX 12345-1234	Match Flag: A USPS Barcode 750445922499 Carrier Route: C102
915 - <u>Acct# - 190500004</u>			
ROBERT M SAMPLE 1121 FOREST CREEK BENBROOK, TX	Effective Date - 202503 USPS Barcode 761262700216 Carrier Route: C008	Move Type: I ROBERT M SAMPLE PO BOX 36 ALED0, TX **ZIPMV***	Match Flag: A USPS Barcode 760080036361 Carrier Route: B001

Move Type Codes
B - Business / F - Family / I - Individual

Common Match Flag Codes
A - COA MATCH / 01 - FOREIGN MOVE / 02 - MOVED LEFT NO ADDRESS / 03 - BOX CLOSED NO ORDER

MATRIX IMAGING SOLUTIONS PRINTING SOLUTIONS

Matrix Operates 2 primary 42,000 Sq Ft Production Facilities in Sanborn, NY and Coppell, TX. Both sites run 3 full production shifts and are designated as On-site Detached Mail Units by the USPS.

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Print (Current print capacity over 5 million images per day)

Continuous Fed Print

- ▶ (3) Ricoh VC60000 Full color Duplex print system (with dynamic Perf & 3-hole)
- ▶ Tecna Pre/Post

Cut-Sheet Print

- ▶ Canon varioPRINT iX-series
- ▶ (2) Xerox iGen 5
- ▶ Xerox Baltoro HF InkJet
- ▶ Xerox Nuvera
- ▶ Ricoh Pro c9210

Supporting Print

- ▶ Riso Inkjet
- ▶ (3) RENA 5
- ▶ Xerox Altalink
- ▶ (4) Xerox Versalink

Mail/Inserting (Current Insert capacity over 1 million envelopes per day)

Inserting

- ▶ (2) Bell+Howell 3500 6 station

Hi-Speed Intelligent Inserting*

- ▶ (2) Bluecrest Rival 3 Station
- ▶ (5) Pitney Bowes FPS
- ▶ (3) Pitney Bowes FPS / MSE
- ▶ Intelligent Inserting – Flats/Other
- ▶ (2) Quadient DS600i 2 Pocket Large Format Inserter

*All inserters are equipped with DDS iDataScan & iDataRepair inserting integrity Camera Systems for piece level verification.

Bindery

Folding

- ▶ (4) MBO Folder B118 - Fold/Cold Glue
- ▶ (2) MBO Folder Right Angle Folder - Fold/Score/Perf

Cutting

- ▶ (2) Polar Knife 1 - Max 45" x 45"
- ▶ Challenge Titan Cutter 265XG
- ▶ Baumcut 26.4 Guillotine

Other

- ▶ (2) Standard Horizon Stitchliner
- ▶ (2) Standard Horizon PerfectBind 270
- ▶ Standard Horizon Booklet Maker A
- ▶ (4) Tabber – Buskro/Rena/Neopost
- ▶ Duplo BC Cutter/Folder
- ▶ JBI PB3000 Wire-O binding machine
- ▶ TEC Lighting UV Coater
- ▶ Graphics Wizard Laminator
- ▶ Advantage Machinery/Auto Shrink Wrap
- ▶ JBI High Speed Paper Punch
- ▶ Spiel High Speed Paper Punch
- ▶ Spiel Auto Coil Inserter
- ▶ (3) Gateway Auto Coiler
- ▶ (2) Challenge Power Round Corner
- ▶ Rosback Perf / Count EZ Creaser
- ▶ Challenge Paper Drill
- ▶ Primera CD/DVD burner/Labeler

MAIL FINISHING AND DELIVERY



Matrix Imaging Solutions utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

Currently, Matrix Imaging Solutions has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour, each.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.

[Mail Verification and USPS Information](#)

As a designated DMU of the United States Postal Service, all outbound first class presorted mail is inspected, prepared and loaded onto trucks daily at our facilities. The USPS trucks leave 2x per day to deliver to the USPS Processing and Distribution Center. This is located in close proximity to our facilities. This expedites the movement of all mail into the postal distribution system and allows for the best possible postal rates.

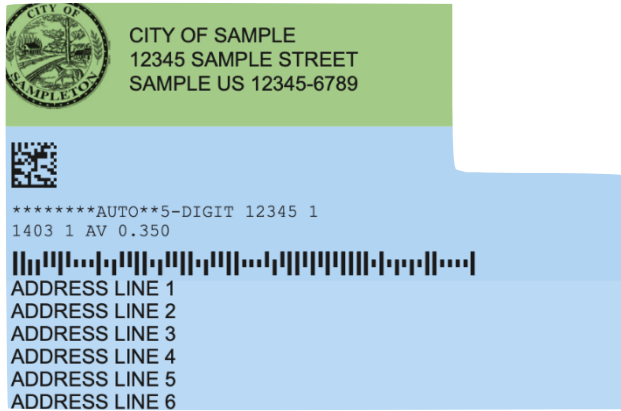
[Mail Delivery Timeline](#)

Matrix Imaging Solutions processes, prints and mails in 24 hours after receipt and approval of data file. (Include same day mail cutoff time verbiage if necessary.)

AUTOMATED DOCUMENT FACTORY / INSERTING INTEGRITY

Matrix Imaging Solutions utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information.

The information that we check and verify includes:



- ▶ Envelope Id
- ▶ Print Id
- ▶ First Page Indicator
- ▶ Envelope Sequence Id
- ▶ Component Id
- ▶ Job Id
- ▶ Address Type Id
- ▶ Client Id
- ▶ Custom Stock

Preprocessing to Maximize Postage Savings

To ensure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, Matrix Imaging Solutions will:

- ▶ Utilize our software to verify valid addresses from the client's data
- ▶ Create a data stream for documents with missing zip codes or bad addresses
- ▶ Sort data into mail streams required by the USPS for postage discounts
- ▶ Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary
- ▶ Matrix Imaging Solutions requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.



QUALITY ASSURANCE / GUARANTEED PERFORMANCE

The success of an alliance with Matrix Imaging Solutions would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-term excellence in customer service responsiveness, problem solving, and solutions.

Matrix Imaging Solutions has in place measures to ensure:

- ▶ Quality control
- ▶ Availability and uninterrupted workflow
- ▶ On-time delivery
- ▶ Pricing and contract adherence
- ▶ Corporate identity and specification adherence
- ▶ Strict data security and confidentiality
- ▶ Customer service responsiveness
- ▶ Accurate and verifiable billing and cost allocation
- ▶ Accurate history and usage reports

After-hours Support and Escalation

Matrix Imaging Solutions after-hours support guarantee defined below:

Standard Production Requests:

- ▶ Contact your assigned Account Manager 972-462-5405
- ▶ Escalation Contact — Client Relations Manager

Urgent Production Requests

- ▶ Email DPList-FirstResponseTeam@matriximaging.com
- ▶ Phone 972-462-5411
- ▶ Escalation Contact — Client Relations Manager 972-462-5405

After-Hours Production Requests

- ▶ Email DPList-FirstResponseTeam@matriximaging.com
- ▶ Phone 972-462-5411
- ▶ IF NO RESPONSE WITHIN 30 MINS, Call HOTLINE 888-856-3185

SOC 2 Type 2

Under our SOC 2 Type 2 Compliance, all processes are certified compliant and annually audited.





MATRIX IMAGING SOLUTIONS QUALITY CONTROL PROCESS OVERVIEW

Quality is at the forefront of the Matrix Imaging Solutions business model. Matrix Imaging Solutions provides quarterly, bi-annual, or annual account reviews depending on client needs, allowing us to gauge customer satisfaction. A typical meeting addresses any processing issues and plans for product enhancements, document changes, or quality control procedures. We expect open communication and encourage clients to maintain regular contact. Ultimately, the measure of value is left to our customers. With our extremely high contract renewal rate, we've confirmed that our services add value and are high quality.

The key to a successful vendor-customer relationship is matching resources. Having personnel who understand the client and their business needs ensures continued success. We match resources at the operational level for daily activity, as well as at the executive level for decision-making, strategy, and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal program. Tickets are entered, updated, and closed within the system, allowing users to trace the IR from reporting to closure. Clients receive ticket numbers so they can contact their Account Manager for updates.

Matrix Imaging Solutions' "zero defects" mindset sets a high standard. The philosophy encourages accepting no mistakes, delays, or rework as standard practice, but instead learning from errors, setting attainable goals, developing plans to meet them, and then raising the goal. As employees use their quality training, the results benefit both the employee and, more importantly, the customer. At our Production Centers, quality issues are tracked weekly and evaluated by management.

Production Centers have checkpoints where each job is scanned, with data automatically integrated into a customer-accessible 24/7 database. Our ADF tracks mail to the piece level versus job level, ensuring greater quality and mail piece integrity while improving operational efficiency.

We employ both manual and automated checks to facilitate total quality management. Print and insert operators pause production to review output for errors, streaks, alignment, or sealing. In-house engineers perform regular maintenance. Software and hardware audits, such as inserter software tracking document counts and cameras scanning pieces, ensure quality. This combination of human, machine, and software auditing delivers the highest quality.

Additional checks include the "JOBS IN PROGRESS" report, giving management a physical checklist of active jobs, and "storyboards" that follow each job through the facility. Storyboards include SLAs, timestamps, quantities, materials, visual references, and customer details. Each phase is scanned into the database, and operators initial the physical storyboard.

In summary, our zero defects philosophy, combined with rigorous manual and automated checks, has proven beneficial to employees and, most importantly, customers.



CONFIDENTIALITY & SECURITY

It is the policy of Matrix Imaging Solutions to ensure the privacy and security of our client's data. Destruction/disposal of client data shall be carried out in accordance with federal and state law and as defined in the organizational retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation.

In order to protect all client data from an unauthorized access, Matrix Imaging Solutions systems are secured at many levels, including 128bit SSL encryption from multiple firewalls, physical and logical segregation of processing systems. Rights and roles are closely managed and monitored to ensure only those people and systems requiring access are granted access.

Finally, Matrix Imaging Solutions has automated systems pruning non-essential data to ensure data that is not required is not retained. Furthermore, the Matrix Imaging Solutions production facilities are controlled by card-key access, 100% monitored by camera systems. Matrix Imaging Solutions off-site data centers are controlled in a similar manner with the added protection of biometric scanning access. Matrix Imaging Solutions' sophisticated piece level processing and tracking systems (Automated Document Factory-ADF) is our internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. Every page of every bill or document is "fingerprinted" with sequencing numbers and characters (piece IDs embedded in our 2D symbology), which allows 100% integrity of every mail piece. The production centers have key checkpoints throughout the facility where each job is scanned, and the data is automatically integrated into a database and web application (JobTrax) that is available to our customers 24/7. Manual and automated cross checks are deployed throughout the facility and process and production employees receive monthly bonuses for zero defects. It is this combination of human, machine and software, each auditing each other, that provides the highest quality.

MATRIX IMAGING SOLUTIONS SFI / RECYCLED PAPER INITIATIVE

Matrix Imaging Solutions utilizes non-toxic, vegetable-based inks for any pieces that need to be printed offset instead of digitally. As technology has evolved, Matrix Imaging Solutions has moved from laser print to inkjet for most of our statement output. This includes our Ricoh Pro vc60000 and our new iX-Series printer. Digital inkjet printing technology is a prime example of a printing method that will support a reduction of environmental contamination.

Matrix Imaging Solutions offers a wide selection of eco-friendly paper options. All Matrix Imaging Solutions paper suppliers are certified as SFI (Sustainable Forest Initiative) providers and are recyclable. The SFI logo can be found on all Matrix Imaging Solutions standard-stock envelopes. Matrix Imaging Solutions has been a longtime supporter of American Forests. Our annual support continues to enhance their reforestation efforts.

Matrix Imaging Solutions uses Domtar Vivid Jet as the paper type for all our billing statements. Below are some of the key environmental characteristics for this paper.

- ▶ Forest Stewardship Council® (FSC®) certified
- ▶ Member of Domtar EarthChoice® family of products
- ▶ SFI® Certified Sourcing
- ▶ Made with Elemental Chlorine Free (ECF) virgin fiber content
- ▶ Manufactured under alkaline (acid-free) conditions for increased longevity and performance

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DATA SECURITY & BUSINESS CONTINUITY PLAN

Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations.

Matrix Imaging Solutions Business Continuity Plans are intended to:

- ▶ Prevent a minor incident from becoming a major issue
- ▶ Clearly outline roles and responsibilities
- ▶ Minimize loss of data and revenue
- ▶ Protect the Matrix Imaging Solutions reputation
- ▶ Satisfy the Matrix Imaging Solutions obligations to its employees, customers, and community
- ▶ Comply with applicable laws and regulations

Matrix Imaging Solutions Business Continuity Policy

It is the policy of Matrix Imaging Solutions that plans are developed and maintained to ensure adequate continuity in the event of a disaster. Matrix Imaging Solutions business continuity plans are designed to protect the interest of our customers and employees.

Assumptions

Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility, or computer hardware/software) where initiation of BCP recovery procedures is required.

BCP Plans and recovery procedures are developed around a single disaster or event impacting Matrix Imaging Solutions business-critical functions.

Alternate sites/vendors/resources will be available to Matrix Imaging Solutions at the time of need.

Qualified personnel in sufficient quantities are available to perform recovery activities.

Organizations external to Matrix Imaging Solutions, such as vendors and government agencies will be reasonably cooperative during the recovery period.

Recovery Sites

Our Matrix Imaging Solutions business continuity strategy integrates alternate Matrix Imaging Solutions facilities (Coppell, TX, Sanborn, NY and Sacramento, CA) and 3rd Party Alternate Work Site Agreements.

Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way, serve to back one another up.

Declaration

Matrix Imaging Solutions will communicate to all customers that a disaster has been declared and that Matrix Imaging Solutions is operating in disaster recovery mode. Matrix Imaging Solutions will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities. All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting, and mailing functions will take place.

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Data Transmission

Upon a disaster declaration by Matrix Imaging Solutions, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (Matrix Imaging Solutions will provide assistance to those customers wishing to use the internet to ensure connectivity).

Printing

Printing will be performed by the alternate processing facilities or the third-party print and mail vendor.

Matrix Imaging Solutions will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.

Matrix Imaging Solutions will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

Inserting

Inserting will be performed by the alternate processing facilities or the third-party print and mail vendor.

Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues. Matrix Imaging Solutions will continue to handle and be responsible for special handling needs - processing holds, etc.

Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

Zip Sorting

Matrix Imaging Solutions will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.

Matrix Imaging Solutions will provide a report of volume for work processed each day.

Production Services

Matrix Imaging Solutions will continue to perform job reconciliation and postage payment functions.

Matrix Imaging Solutions will continue to perform reprint capabilities.

Warehousing

All incoming, receiving and warehousing functions will be performed by the alternate processing facilities or the third-party print and mail vendor.

Client Communications

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance

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with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.

PRICING

Setup and Implementation	▶ 90-Day Timeline ▶ Dedicated Project Manager ▶ Testing and Training ▶ Post-Live Support	\$ 0
Statement Container	▶ 8.5 x 11" Paper with Perforated Payment Coupon ▶ Full color CYMK Imaging Front and Back ▶ #10 Window Envelope ▶ #9 Window Return Envelope ▶ Fold, Insert, Presort, and Deliver to USPS	\$ 0.102
Additional Pages	▶ Each new sheet with printing on both sides required after the first page	\$0.037
Oversized Bills (8-99 pages)	▶ Includes 9 x 12" Envelope ▶ Inserting of Statements More than 8 Pages	\$0.39
Oversized Bills (100 + pages)	▶ Includes the Window Box	\$4.00
Additional Inserts	▶ Client-supplied materials inserted into the statement container (Newsletter, Reports, Buck Slips, etc.)	\$0.010
Offline Folding for	▶ Client-supplied flat inserts.	\$0.010
Email Template	▶ Design and implementation for a new email template.	\$300
Email Notifications	▶ Digital delivery of notifications to customers.	\$0.045
Matrix View Bill Archive	▶ Data Processing ▶ Includes 12 Months of Storage, additional years of storage available upon request.	\$0.010
Bill Suppressions	▶ Records included in the file sent but not printed.	\$0.035
NCOALink	▶ Corrections are provided in our standard reports so you can update your records and prevent future charges.	\$0.250
Additional Programming	▶ Client Requested/Approved Change Requests	\$125
Special Handling	▶ Overnight + FedEx or UPS Delivery	Cost

Estimated Postage	► Based on a 1-3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS.	\$0.590
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Master Services Agreement

1. Parties

This Agreement for Printing, Mailing and Data Services (the "Agreement") is made by and between Matrix Imaging Solutions, LLC with its principal place of business at 6341 Inducon Drive E., Sanborn, New York, 14132 ("VENDOR") and the company identified below ("CLIENT"): City of Huntsville, TX, with its principal place of business at 448 SH 75N, Huntsville, TX 77320.

2. Term

VENDOR agrees to provide to CLIENT goods and/or services, as described in all attached Statements of Work, and CLIENT agrees that VENDOR shall be its exclusive provider of these Goods and Services during the term of this Agreement. This Agreement shall commence on the date it is fully executed by the parties (the "Effective Date"). It shall remain in full force and effect for an initial period of three (3) years from such Effective Date and will be automatically renewed for a one (1) year term on each subsequent anniversary date unless either party provides written notice to the other party of its intent to terminate the Agreement on or before ninety (90) days prior to such anniversary date. CLIENT shall have the right to terminate this Agreement upon sixty (60) days written notice in the event of a material breach of any of the obligations or undertakings set forth in this Agreement by VENDOR or a highly significant degradation of service levels in terms of timeliness or accuracy of production and billing, which, in either event, is not cured by VENDOR within sixty (60) days of CLIENT's written notice, and provided further that such breaches are not caused by CLIENT's own act or omission, by an event of Force Majeure affecting VENDOR, and such breaches are continuing when notice is given.

3. Processing Minimum

During the first 90-day "Initial period" following the Commencement Date, CLIENT agrees to a minimum monthly level of processing activity generating monthly Fees of not less than 25% (the "Processing and Output Services Monthly Estimate"). If, at any time after the Initial 90-day period, during the Term of this Agreement, CLIENT'S actual volume causes the aggregate volume amount for the Services and/or Products provided (excluding Postage) to fall below 50% of the Processing and Output Services Monthly Estimate, Vendor shall immediately have the right to renegotiate the terms of the agreement.

4. Statements of Work

All Services provided under this Agreement shall be provided in connection with one or more Statements of Work ("SOW"). VENDOR shall provide to CLIENT a proposed statement of work for each set of Services to be provided under this Agreement. Each SOW shall include a description of, the pricing for, the delivery schedule of and any special terms and conditions applicable to the Services and /or deliverables. If any of the terms of an SOW conflict with the terms of this Agreement, the terms of this Agreement shall govern unless the SOW specifies that the applicable conflicting provisions of this Agreement are governed by such SOW.

5. Price and Billing Terms

Pricing for the services of VENDOR are set forth in the applicable SOW. VENDOR may increase prices annually, on the anniversary date of each SOW, based on an increase in the Consumer Price Index ("CPI"). The basis for the CPI component of the annual increase will be the increase in the "12 Month Change Consumer Price Index - All Urban Consumers", as published by the U.S. Bureau of Labor. Increases in customer mandated costs, related to customer requested changes to services, compliance, data security, postage or materials may be invoiced to CLIENT. All price increases will become effective thirty (30) days after VENDOR provides written notice to CLIENT. VENDOR may revise products for pricing on a quarterly basis from the SOW date based upon the percentage change in the Uncoated Free Sheet Index, published by the Pulp and Paper Association. Monthly invoices are due and payable within 30 days of receipt by CLIENT. If in the event that VENDOR seeks to collect payments due from CLIENT through efforts beyond invoicing, CLIENT will be responsible for interest at the maximum lawful rate from the due date of payment.

6. Taxes

There shall be added to the charges stated herein (including any exhibits hereto) an amount equal to any taxes,

Master Services Agreement

federal, state or local, however designated, which may be levied upon or in connection with the execution, delivery or performance of this Agreement or upon any goods and services furnished hereunder.

7. Postage

CLIENT agrees to furnish and pre-pay all postage charges with respect to any and all materials mailed and processed pursuant to this Agreement:

8. Insurance.

VENDOR will maintain the following insurance with the limits below, with carries that maintain an A.M. Best rating of A- or better at the time of issuance

General Liability	\$ 1,000,000
Cyber Insurance	\$ 3,000,000
Excess / Umbrella Liability	\$10,000,000

9. CLIENT's Property

VENDOR acknowledges that all information produced by it containing CLIENT's customer data, promotional materials, invoices, stationary and other forms provided by CLIENT are and remain the property of CLIENT.

10. CLIENT Cooperation

CLIENT shall furnish to VENDOR the required necessary materials and information, and extend all other cooperation to VENDOR. CLIENT shall exercise commercially reasonable care in providing all necessary materials and information in an accurate and timely manner. VENDOR's obligation to comply with each such time schedule is contingent in each instance upon CLIENT's compliance with the obligations specified in the preceding sentences. CLIENT shall furnish files that are error-free and consistent with those used for program setup.

11. Grant of License to VENDOR

For the purposes of this Agreement, "Licensed Marks" shall mean trade names, service marks, trademarks, logos, emblems and indicia of origin of the respective parties. Upon the terms and conditions established herein, CLIENT hereby grants to VENDOR the limited right and license to use its Licensed Marks solely for the purposes of this Agreement.

12. Confidentiality

During the term of this Agreement or any SOW, each party may have access to the other party's or its affiliates certain valuable, proprietary and confidential business information. Each party agrees to keep in confidence such information except in connection with the Services. Confidential information shall include but not be limited to IP addresses, pricing, terms, conditions, and any ancillary documents that reference this Agreement.

13. Termination Notice for Breach

If CLIENT reasonably believes that VENDOR has failed to meet the Performance Standards in any material respects, CLIENT shall promptly notify VENDOR in writing. Notice shall be deemed given (i) if by hand delivery, upon receipt thereof, or (ii) if mailed, five days after deposit in the U.S. mail, postage prepaid with certified mail return receipt requested. (iii) Electronic notification with acknowledgement of receipt thereof. Within ten (10) business days of receiving written notice, VENDOR will correct or provide written remediation steps and timeline. CLIENT may terminate the associated SOW component if cure is not achieved within the written remediation timeline.

14. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

Master Services Agreement

Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court situated therein for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby.

15. Limitation of Liability/Indemnity

Sellers and Client's mutual liability to each other for any losses or damages, whether direct or indirect, arising out of this Agreement shall not exceed the greater of two-hundred fifty thousand dollars (\$250,000.00) or the Fees paid during the previous twelve (12) months, excluding Fees paid for shipping and postage. The foregoing limitations on type and amounts of damages shall not apply to a party's (i) indemnification obligations for any third-party claims for infringement or misappropriation of intellectual property rights or bodily injury or damage to tangible personal property proximately caused by a party's employees or representatives while physically present in the Client's facilities; (ii) gross negligence or willful misconduct; (iii) intentional breach of the Agreement; or (iv) violation of law or regulations; In any event, Seller liability arising under this Section shall not exceed \$1 Million US Dollars.

16. Force Majeure

Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, crime, riot, sabotage, change in any law or regulation, fire, flood, earthquake, pandemic, storm or other similar event, disruption or outage of communications, power or other utility, disruption of activities by the United States Postal Service, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

17. Entire Agreement

This Agreement contains the entire agreement and understanding of the parties hereto and supersedes all prior arrangements and negotiations. No representation, promise or inducement has been made by any party that is not contained in this Agreement, and no party shall be bound or liable for any alleged misrepresentation, promise or inducement not set forth herein.

Matrix Imaging Solutions, LLC

CLIENT

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Statement of Work A-1

1. This Statement of Work (“SOW”) A-1, (“Statement of Work Effective Date”), is entered into by and between CLIENT. and Matrix Imaging (“Matrix”) pursuant to the Master Services Agreement.

2. Print, Mail, and Shipping Services

Processing and output monthly estimate - 9,700

- 2.1. Processing Requirements

- 2.1.1. Letters are processed and mailed daily, Monday – Friday, business days.
 - 2.1.2. Volumes greater than 25% the estimated daily mail volume must be agreed upon with two (2) business days advance notice. The schedule and volume limits are subject to revision at any time, upon mutual agreement.
 - 2.1.3. Variable page counts possible in processing and mail package.
 - 2.1.4. Each document will be supplied by CLIENT as an individually pre-composed PDF or data file. Index files will be uploaded and zipped with letter PDF records, via SFTP. Data files will be accompanied by a mapping document.
 - 2.1.5. Processing will occur daily at predetermined and agreed upon schedules.
 - 2.1.5.1. Matrix to process files through CASS and NCOA; ACS available upon request.
 - 2.1.5.2. Address changes that change the delivery point location state, will be rejected for reprocessing at CLIENT.
 - 2.1.6. Printing is full-color, duplex digital printing.
 - 2.1.7. All pieces will be mailed via first class USPS.

3. Reporting

- 3.1. Data Summary Report

This report shall be generated after each record processing cycle. The report is on a one-to-one basis, matching file received by Matrix to file processed by Matrix. The report shall be transmitted one time per processing event or as required.

- 3.2. Data Rejection Summary

This report shall be generated after each record processing cycle. The report provides the reason or reasons a file is invalid.

- 3.3. USPS Mail Confirmation Report

This report shall be generated one time per business processing day. The report contains a summary of records that are shipped and by what courier service (such as USPS).

- 3.4. Online real-time access via Matrix Remote or Matrix Access.

4. Physical Materials

- 4.1. Paper, 8.5 x 11, standard: 24#– plain white
 - 4.2. #10 Pistol Window Envelope, Security inside tint
 - 4.3. #9 Window Return, Security inside tint

Statement of Work A-1

5. Service Level Agreement (SLA)

5.1. Performance Guarantee

- 5.1.1. Matrix will deliver Client 'Packages within an average of one Business Day from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more packages were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

File received before noon Central Time on:	Determination Date is	Mail will deliver	File received after noon Central Time on:	Determination Date is	Mail will deliver
Sunday	Monday	Tuesday	Sunday	Monday	Tuesday
Monday	Monday	Tuesday	Monday	Tuesday	Wednesday
Tuesday	Tuesday	Wednesday	Tuesday	Wednesday	Thursday
Wednesday	Wednesday	Thursday	Wednesday	Thursday	Friday
Thursday	Thursday	Friday	Thursday	Friday	Monday
Friday	Friday	Monday	Friday	Monday	Tuesday
Saturday	Monday	Tuesday	Saturday	Monday	Tuesday

5.2. Determination Date

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day.

6. Approval and/or Business Rule Exception

If an Approval has been required by the Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit Matrix to produce the bills in a timely manner, or if Client fails to approve or report required changes to Matrix in order to complete the work in a timely manner.

- 6.1. Shipping will only occur on business days on which the United States Postal Service ("USPS") or other shipping entity accepts packages. The holidays when USPS mail will not be processed are:

New Year's Day	Martin Luther King, Jr. Day
----------------	-----------------------------

Statement of Work A-1

President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

7. Notice

- 7.1. Matrix will notify CLIENT promptly upon knowledge of any incident that could result in failure to meet the designated turn-around time and/or accuracy requirements.
- 7.2. Root cause and action items will follow within three (3) business days after any problem is reported.

8. Pricing

8.1. Set-up Implementation Cost

Our proposal provides development up to 80 hours of programming. This reflects our average timeframe to develop and onboard a typical customer application. A final number of hours will be refined and provided once requirements gathering is completed in our Technical Specifications Document (TSD).

8.2. Postage

Pre-funded postage account required; Matrix will not mail without postage funds present.

8.3. Materials:

Material purchases such as forms, paper, and envelopes are subject to change according to procurement cost fluctuations. Stock replenishment purchase costs, if applicable, will be provided to CLIENT for review as outlined in the Master Services Agreement.

Setup and Implementation	▸ 90-Day Timeline ▸ Dedicated Project Manager ▸ Testing and Training ▸ Post-Live Support	\$ 0
Statement Container	▸ Data Processing ▸ 8.5 x 11" Paper with Perforated Payment Coupon ▸ Full color CYMK Imaging Front and Back ▸ #10 Window Envelope ▸ #9 Window Return Envelope	\$0.102

Statement of Work A-1

	▸ Fold, Insert, Presort, and Deliver to USPS	
Additional Pages	▸ Each new sheet with printing on both sides required after the first page	\$0.037
Oversized Bills (8-99 pages)	▸ Includes 9 x 12" Envelope ▸ Inserting of Statements More than 8 Pages	\$0.39
Oversized Bills (100 + pages)	▸ Includes the Window Box	\$4.00
Additional Inserts	▸ Client-supplied materials inserted into the statement container (Newsletter, Reports, Buck Slips, etc.)	\$0.010
Offline Folding for	▸ Client-supplied flat inserts.	\$0.010
Email Template	▸ Design and implementation for a new email template.	\$300
Email Notifications	▸ Digital delivery of notifications to customers.	\$0.045
Matrix View Bill Archive	▸ Includes 12 Months of Storage, additional years of storage available upon request.	\$0.010
Bill Suppressions	▸ Records included in the file sent but not printed.	\$0.035
NCOA	▸ Corrections are provided in our standard reports so you can update your records and prevent future charges.	\$0.250
Additional Programming	▸ Client Requested/Approved Change Requests	\$125
Special Handling	▸ Overnight + FedEx or UPS Delivery	Cost
Estimated Postage	▸ Based on a 1–3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS.	\$0.590

Statement of Work A-1

Matrix Imaging Solutions, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

CLIENT

Name: _____

Title: _____

Signature: _____

Date: _____



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.j.

Agenda Item: Consider authorizing the City Manager to enter into an agreement Amendment #1 with Pape-Dawson Engineers for professional engineering services for the FY 23-24 Waterline Replacement Projects.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into Amendment # 1 of the existing Agreement with Pape-Dawson Engineers for professional engineering services for the FY 23-24 Waterline Replacement Projects in the additional estimated amount of \$46,500.00.

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

Discussion: The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection. Part of this project was included in the listed of the 2016 Water and Wastewater Condition and Capacity Assessment Studies Table 7-2 Project #3, and another part of this project is for the Old Colony Road area.

This project consists of waterline replacements in two (2) areas which are identified as Mance Park Middle School (Project #3) and Old Colony Road.

The Mance Park Middle School project consists of approximately 4,300' of various size water lines ranging from 2" to 12" in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. (See Attached Map for the area)

The Old Colony Road project consists of approximately 2,500' of various sizes along Old Colony Road from Goodrich to HWY 19, and along Utility Road, Jeffro Street, and Rhodes Road. (See Attached Map for the area)

This agenda item is pertaining to Amendment #1 of the existing Agreement with Pape-Dawson Engineers in the amount of \$46,500 for the Construction Phase Service. See proposal dated September 15, 2025, and Amendment #1.

The original agreement consisted of Basic Service (Project Management, Preliminary Engineering

Services, Topographic/Design Survey, and Bid Phase Services). The Additional Services (Construction Phase Services, Geotechnical and Subsurface Utility Engineering Test Hole Locates) were not included in the original agreement, due to the existing budget constraints at the time. The original Agreement was executed on February 29, 2024, with a total budgeted amount of \$288,000.00.

With this proposed Amendment #1, the total budgeted amount will be \$334,500.00 (\$288,000+\$46,500).

Previous Council Action: The City Council approved a total amount of \$288,000.00 in FY 2023-2024 CIP budget for developing waterline replacement design of this project and awarded Pape-Dawson Engineers for professional engineering services.

Financial Implications: ☒Item is budgeted: In the amount of \$46,500.00

Approvals:

Kathlie Jeng-Bulloch
Ricardo Villagrand
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Proposed Project Maps
2. Pape-Dawson Engineers proposal and Agreement Amendment #1
3. Pape-Dawson Engineers Original Executed Contract Agreement



Proposed Project Area
Mance Park Middle School

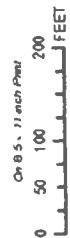
The City of Huntsville, Texas and its employees give NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsville.gov/c3/City_Maps

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At
www.huntsville.tx.gov/gis
PAGE 97 OF 218

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
6th St., 7th St, 8th St, 9th St, University Ave, Ave H



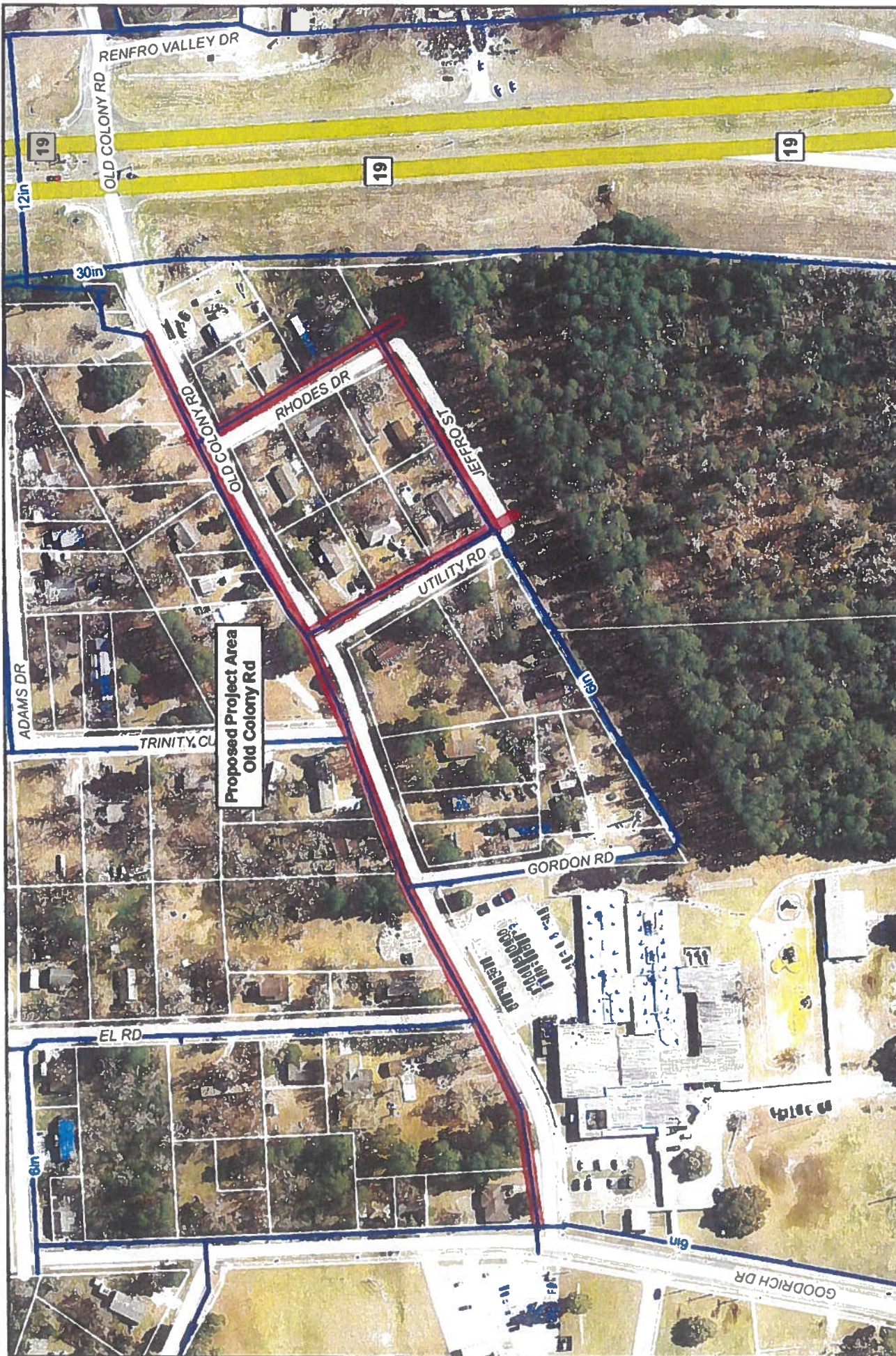
1 in = 200 ft



Coordinate System: NAD 83 StatePlane Texas Central FIPS 4200 Feet



Layer Credits



**Proposed Project Area
Old Colony Rd**

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 the full GIS Data Disclaimer at www.huntsville.gov/430/City-Maps

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsville.gov/gis

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
Old Colony Rd, Rhodes Dr., Jeffro St., Utility Rd



1 in = 200 ft
On 8 1/2 x 11 inch Print
0 50 100 200 FEET
On Any Print Size



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

PAPE-DAWSON

September 15, 2025

Dr. Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Water Line Replacement — Mance Park Middle School and Old Colony Road
City of Huntsville Project No. 24-10-09
PD Project Number: 41389-00
Engineering Services Amendment #1

Dear Dr. Jeng-Bulloch:

We are pleased to present this letter requesting Additional Services to support the City of Huntsville during the construction phase of the subject project.

Our current contract authorized Basic Services from the proposal dated February 12, 2024 (included in the contract). The City wishes to contract PD to support the construction. The following Additional Services included in the attached original proposal are needed to provide this support.

I.	Construction Phase Services	Task 402	\$44,000	
II.	Miscellaneous Expenses	Task 503	\$2,500	see P. 73
Total:			\$46,500	

A budget increase of **\$46,500** is the estimated cost of Pape-Dawson's current understanding of the additional services identified above. Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 29th day of February 2024.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Ms. Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM
City of Huntsville – Mance Park MS Waterline Rehabilitation
September 15, 2025
Page 2 of 2

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Vernon W. Hegwood, P.E.
Vice President

ACKNOWLEDGED & ACCEPTED

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachments

- Attachment 1 – Original Proposal Letter dated February 12, 2024

O:\Marketing\Proposals\Letters\2025\09\250915 (P0004987-025) 140 ASR 1.docx

ATTACHMENT 1



February 1, 2024

(Revised: February 12, 2024)

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Water Line Replacement – Mance Park Middle School and Old Colony Road
City of Huntsville, Walker County, Texas
Engineering Services Proposal #1
PD Project Number: 41389-00

Dear Dr. Jeng-Bulloch:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) owns and operates a water system within their city limits and has identified water lines in need of rehabilitation and upgrade. Two such areas have been identified as Mance Park Middle School (Freese and Nichols (FNI) Project #3) and Old Colony Road. The City requests engineering services to replace water lines in these project locations including Basic and Additional Services from preliminary design to construction completion.

The Mance Park Middle School project will consist of approximately 4,300 LF of replacement. Project will replace 2-inch, 4-inch, 6-inch, 8-inch, and 12-inch water lines in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. Exhibit 1 shows the limits of replacement. Work is to be completed within existing residential and commercial areas and may require rehabilitation of existing roadways and driveways.

The Old Colony Road project will consist of approximately 2,500 LF of replacement. Project will replace variable water line pipe sizes along Old Colony Road from Goodrich to I-19, and along Utility Rd, Jeffro St, and Rhodes Rd. Exhibit 2 shows the limits of replacement. Work is to be completed within existing residential and commercial areas and may require rehabilitation of existing roadways and driveways.

PROJECT SCOPE

Preliminary Design Services, Final Design Services (Construction Drawings, Technical Specs, preparation of Front End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

- I. PROJECT MANAGEMENT (TASK 501) \$25,000**
- This item represents an allowance and allotment to account for time not specifically required for design purposes:
- Preparation of exhibits for marketing, permitting, etc. as requested
 - Coordinate project team to meet and schedule deliverables
 - Attend project coordination meetings. Proposal allows four (4) meetings
 - Coordination and status reporting with client and other stakeholders
 - Includes site visits with client and/or client representatives and stakeholders
 - Provide exhibits to facilitate design concepts, presentations, and owner decisions
 - Participation in any public meeting as required for project presentation, one (1) maximum
- II. PRELIMINARY ENGINEERING (TASK 205) \$46,350**
- This task includes preparation of a Preliminary Design to address typical engineering and land use issues that may affect the project, and includes the following:
- Attend kick off meeting with City staff and produce meeting minutes
 - Civil Engineer to perform site visit(s) to identify general site conditions
 - Review known existing information available on the site such as survey, topo, site plan, and aerial photographs
 - Review location of existing utilities from available utility company information and prepare order of magnitude opinion of probable cost for conflict resolutions where required
 - Review requirements for street dedications, extensions or improvements that may be required
 - Produce a 30% plan set
 - Plan set to include cover sheet and plan and profile sheets at scale 1"=20' horizontal with existing features and proposed water line alignment in plan view only (no proposed profile linework)
 - Prepare and include an engineer's opinion of probable cost
 - Attend 30% submittal review meeting with City staff and produce meeting minutes
 - The deliverable to be a summary memo with exhibits including 30% plan set
- III. TOPOGRAPHIC (DESIGN) SURVEY (TASK 105) \$78,350**
- Establish datum and benchmarks for survey areas utilizing NAVD 1988 (2001 Adj.) and local datum for the City
 - Conduct field survey of site based on 50-foot grid of site
 - Survey limits of existing right-of-way only. The budget does not include surveying of single-family lots
 - Prepare digital map of site topography at 1-foot contour intervals. Provide spot elevations at property interface with existing roadway(s) or drainage features
 - Tree locates to be included, and will be tied within the ROW
 - Show datum and benchmarks for surveyed areas
 - Show relationship to Texas State Plane Coordinate System

IV. FINAL DESIGN (TASK 201)

\$131,000

A. Water Line Plan and Profile

- Review and revise plans per comments from 30% Design Review meeting
- Submit plans to Texas Commission on Environmental Quality (TCEQ), as necessary
- Produce the 90% Design submittal for City review; Submittal to include the following:
 - 90% plan set which is to include City standard notes and detail sheets; design plans with proposed line work in plan and profile views; traffic control plans and SWPPP
- Attend the 90% Submittal Review meeting with City staff and produce meeting minutes
- Review and revise plans per comments from 90% submittal review meeting
- Produce plan sets for final review and bid set
 - Final review plan set to be unsigned
 - Bid set will be signed/sealed
- Attend Final submittal review meeting with City staff and produce meeting minutes
- Review and revise plan per comments from Final meeting and submit signed/sealed bid set for City Engineer's signature

B. Details and Specifications

- Provide necessary details to support the construction drawings
- Submit construction cost estimate and project manual at Final/bid set submittal
- Prepare construction specifications in CSI/CSC format to support the construction drawings
- Assist in completion of project manual including bid form and the City's standard front end documents

V. BID PHASE SERVICES (TASK 401)

\$7,300

This task includes Construction Bidding Services, and includes the following:

- The Engineer, when authorized by the City, to prepare construction bid packages including, but not limited to invitation to bid, quantity estimates, bid forms and specifications.
- Distribute and collect bid packages, open bids in public and prepare a bid tabulation to provide a comparison between bidding contractors. Provide bid tabulation to client for contractor selection.
- Provide electronic copies of the bid ready plans to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction

- Prepare 5 hard copies of the addenda posted construction plan sets and project manual for the distribution to the awarded Contractor and the City

ADDITIONAL SERICES

VI. CONSTRUCTION PHASE SERVICES (TASK 402)

Allowance: \$44,000

A. Construction Phase Services

- Attend a pre-construction meeting with the contractor selected by City
- Assist in preparation/review of construction contract
- Provide electronic PDF set of Addenda posted plans and project manual for team distribution. (fully executed)
- Conduct monthly construction progress meetings and prepare copies of report/minutes
- Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City
- Review pay estimates that have previously been reviewed by City Staff. Sign and return copy for documentation
- Respond to inquiries by City staff on an as-needed basis
- Attend meetings as requested by City staff

B. Construction Observation

- Engineer to provide periodic on-site field visits, no less than every thirty (30) days during the construction, to observe construction status and quality of work, and review general conformance of construction to engineer's plans
- Engineer to respond to contractor Request for Information (RFI) and review material specifications, if requested by the client
- Conduct interim/final inspections. Prepare master punch list developed in conjunction with City Staff

C. Project Closeout Assistance

- Coordinate City punch list items with contractor
- Prepare and provide final acceptance letter and start of one year maintenance period
- Conduct one year inspection. Prepare punch list developed in conjunction with City Staff.
- Prepare final acceptance letter
- Produce Record Drawings and provide in electronic format and shape files compatible with City GIS
- Engineer to assist client with performance bond release once the infrastructure is complete and accepted by the City

VII. GEOTECHNICAL ENGINEERING SERVICES (TASK 504)

\$6,600

This scope, provided by Associated Testing Laboratories (ATL), includes conducting a geotechnical investigation to develop an accurate and comprehensive design that will improve the waterline system along the designated streets as highlighted in Exhibit 1: Mance Park Middle School covering 6th St, 7th St, 8th St, 9th St, University Ave, & Ave. H involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the subsurface soils and groundwater conditions and Exhibit 2: Old Colony Road covering Old Colony Rd, Rhodes Dr, Jeffro St, & Utility Rd involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the surface soils and groundwater conditions.

- **Field Exploration**

- ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan is presented in Exhibits 1 & 2 (*Coordinates subject change as per the One Call)
- Soil samples will be obtained continuously up 15-ft. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.
- Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth. Drilling will be suspended for 15 minutes to facilitate water level observation of boring, after recording water level, drilling will be resumed. The boreholes will be backfilled with soil cutting and cored pavement will patch with lean concrete after drilling and sampling.

- **Laboratory Testing**

- Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

- **Engineering Analyses and Reporting**

- The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
- Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed storm sewer lines, and detention pond as follows:
 - Boring logs in gINT format. and boring logs profiles showing the generalized soils stratigraphy and groundwater levels.

- Discuss onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- Open cut construction recommendations for the water lines.
- Discussion of open cut/trench excavation safety and OSHA safety requirements. Recommendations for trench bedding and backfill.
- Loads on buried pipes including dead and live loads (vehicle loads).
- Dewatering considerations and recommendations.
- Rigid and flexible pavement recommendations including subgrade reconstruction.
- One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. Two (2) copies of the final report and an electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

VIII. SUBSURFACE UTILITY ENGINEERING (SUE) TEST HOLE LOCATES (TASK 590) \$16,000

- The subsurface utility evaluation (SUE) testing scope includes the execution of four test holes at a budget of \$4,000 per hole location. The primary objective is to assess locations within the project area that may necessitate varying levels of SUE investigation to accurately map and identify subsurface utilities
- The SUE testing will involve the use of non-destructive methods, such as vacuum excavation or hand digging, to expose underground utilities at specified locations. The selection of these locations will be based on the potential variability in utility types and depths within the project site
- The SUE investigation will adhere to the ASCE 38-02 standard to categorize utilities into four quality levels (Q1-Q4). Different levels of investigation may be applied based on the complexity and criticality of the utilities in each designated location
- Engineer to provide findings from the SUE testing via a comprehensive memo that includes utility types, depths, and quality levels

IX. MISCELLANEOUS SERVICES AND REIMBURSABLES/DIRECT EXPENSES (TASK 503) \$5,000

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Attendance at project design team meetings and other meetings, as requested, for a maximum of thirty-two (32) hours is included within the scope and fees.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No value engineering is included herein.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*

- ◆ *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Proposal excludes travel expenses.*

DESIGN CRITERIA

All design work will be completed as per the City of Huntsville Engineering Design Criteria and applicable design standards. Drawings provided will be completed full sized (22" x 34").

SUMMARY OF SCOPE AND FEES

BASIC SERVICES:

I. Project Management	Task 501	Lump Sum	\$25,000
II. Preliminary Engineering Services	Task 205	Lump Sum	\$46,350
II. Topographic (Design) Survey	Task 105	Lump Sum	\$78,350
IV Final Design	Task 201	Lump Sum	\$131,000
V. Bid Phase Services	Task 401	Lump Sum	<u>\$7,300</u>
	Subtotal:		\$288,000

ADDITIONAL SERVICES:

VII. Construction Phase Services	Task 402	Allowance	\$44,000
Geotechnical Engineering Services	Task 504		\$6,600
VIII. Subsurface Utility Engineering (SUE) Test Hole Locates (4 test holes at \$4000/locate, as authorized)	Task 590		\$16,000
IX. Miscellaneous Services & Reimbursables/Direct Expenses	Task 503		<u>\$5,000</u>
	Subtotal:		\$71,600
	TOTAL:		\$359,600

\$ 21,500 only

SCHEDULE

Pape-Dawson proposes the following preliminary schedule for completion of the project. This schedule will be evaluated after project kick-off and any efficiency noted will be incorporated in the schedule.

Project Task/Phase	Completion Date
Preliminary Design Memo & 30% Design Plans	July 1, 2024
90% Design Plans	October 3, 2024
100% Design Plans – Signed & Sealed	December 4, 2024
Bid Phase	January 31, 2025
Construction Phase	August 4, 2025

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client’s expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$359,600** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the ____th day of _____, 2024, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Dustin O’Neal, P.E.
Managing Principal - Houston

CITY OF HUNTSVILLE

Signature: _____

Name: _____

Title: _____

Date: _____

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

Email: _____

Attachments

- Exhibit 1 – Mance Park Middle School (FNI Project #3) Project Limits
- Exhibit 2 – Old Colony Road Project Limits
- Proposal for Geotechnical Investigation from Associated Testing Laboratories, dated January 31, 2024
- PD Schedule of Hourly Rates

O:\Marketing\Proposals\Letters\2024\02\240201a2 (P0555-24) R1 HOU.docx



City of Huntsville
Project Name: Mance Middle School and Old Colony Road
COH Project 24-10-09
Pape-Dawson Project#41389-00
Professional Services Agreement
Amendment # 1

This Amendment is to the Professional Services Agreement between the City of Huntsville (the "Owner") and Pape-Dawson Consulting Engineers, LLC (the "Engineer"), dated February 29, 2024. All other terms and conditions in the original Agreement shall remain in full force and effect and govern this Amendment.

On February 20, 2024, the Huntsville City Council approved Basic Services only due to budget constraints. Included in this Amendment are Construction Phase Services Task 402 and Miscellaneous Expenses Task 503 as detailed in Proposal dated September 15, 2025. This Amendment increases the Initial amount for professional services costs as shown below:

Initial Agreement Amount	\$ 288,000.00
Amendment #1	<u>46,500.00</u>
Revised Agreement Amount	\$ 334,500.00

Within 10 days of the date this Amendment is signed by the Engineer, the Engineer shall provide a current and updated Certificate of Professional and Liability Insurance.

Approved:

By: Alisa Max
Engineer –Pape-Dawson Consulting Engineers, LLC

10/6/2025
Date

Printed Name: Alisa Max, P.E., ENV SP

Title: Vice President

By: _____
Owner – City of Huntsville

Date

Printed Name: Scott E. Swigert

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Date: _____

Date: _____



City of Huntsville
Contract Approval Form

Contract Name:

Mance Park Middle School & Old Colony Rd. Waterline Rehab. Eng. Agreement

Date

02/21/2024

Description of Contract and Council Action Taken (if any):

Project #24-10-09
Engineer: Pape-Dawson Consulting Engineers, LLC
Approved by City Council 2/20/2024

Director and/or Division Heads:

Name:  Dr. Kathlie S. Jeng-Bullock, P.E., BC.WRE, CFM

Date: 2/21/2024

Name:

Date:

Name:

Date:

Name:

Date:

Required Approvals:

Steve Ritter
Finance Director 

Date: 2/18/24

Leonard Schneider
City Attorney LVS attached

Date: 2-22-24

Aron Kulhavy
City Manager 

Date: 2/29/24

Kristy Doll
City Secretary 

Date: 2/29/24

Return Approved Contract to: Carrie Wells -Engineering Department

All contracts must have an Approval/Signature cover sheet attached with appropriate signatures prior to being submitted to the City Manager for his approval/signature.

Rev. June 14, 2021



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.g.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with Pape–Dawson Engineers for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Pape–Dawson Engineers for professional engineering services for the FY 23-24 Waterline Replacement Projects in the estimated amount of \$288,000.00.

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

Discussion: The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection. Part of this project was included in the listed of the 2016 Water and Wastewater Condition and Capacity Assessment Studies Table 7-2 Project #3, and another part of this project is for the Old Colony Road area.

A Request for Qualification (RFQ) was published, and fourteen (14) responses from Engineering firms were received. The Evaluation Committee consisted of six (6) staff members from four (4) departments.

This agenda item is pertaining to the City Council approved CIP FY23-24 Miscellaneous Waterline Replacement Project ID # 24-10-09. This project consists of waterline replacements in two (2) areas which are identified as Mance Park Middle School (Project #3) and Old Colony Road.

The Mance Park Middle School project consists of approximately 4,300' of various size water lines ranging from 2" to 12" in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. (See Attached Map for the area)

The Old Colony Road project consists of approximately 2,500' of various sizes along Old Colony Road from Goodrich to HWY 19, and along Utility Road, Jeffro Street, and Rhodes Road. (See Attached Map for the area)

Pape-Dawson Engineers who ranked 3rd based on their submittal was recommended to design this

Authorized insurance companies

Org ID	License Number	EIN	NAIC ID	NAIC Group	Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Domicile City	Domicile State	Area Code	Phone Number
2814	20550	36-2114545	20443	0218	Continental Casualty Company	151 N FRANKLIN ST FL 9			CHICAGO	IL	60606-1821		CHICAGO	IL	312	8225000
• Extension • Incorporated Date 1897 11 01 • Licensed Date 1948 04 05 • Origin Foreign • Structure Stockholder • Company type Fire and Casualty • Assets 46,207,523,755 • Capital 35,632,565 • Net Surplus 10,536,581,715 • Life In Force • Attorney In Fact • Attorney For Service • Attorney Address 1 C T CORPORATION SYSTEM • Attorney Address 2 1999 BRYAN STREET SUITE 900 • Attorney Address 3 • Attorney City DALLAS • Attorney State TX • Attorney Zip 75201-3136 • Licensed Lines Accident: Aircraft Liability; Aircraft Physical Damage; Allied Coverages; Auto Physical Damage; Automobile Liability; Boiler & Machinery; Burglary & Theft; Credit; Fidelity & Surety; Fire; Forgery; Glass; Hail; Health; Inland Marine; Liability Other than Auto; Livestock; Ocean Marine; Rain; Workers Comp and Emp Liability • RC Type FC																

Authorized insurance companies

Org ID	License Number	EIN	NAIC ID	NAIC Group	Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Domicile City	Domicile State	Area Code	Phone Number
1227	88150	23-1620527	20508	0218	VALLEY FORGE INSURANCE COMPANY	151 N FRANKLIN ST			CHICAGO	IL	60606-1821		RADNOR	PA	312	8222983
• Extension • Incorporated Date 1944 04 28 • Licensed Date 1944 12 19 • Origin Foreign • Structure Stockholder • Company type Fire and Casualty • Assets 54,592,503 • Capital 4,200,000 • Net Surplus 50,363,107 • Life In Force • Attorney In Fact • Attorney For Service • Attorney Address 1 C T CORPORATION SYSTEM • Attorney Address 2 1999 BRYAN STREET SUITE 900 • Attorney Address 3 • Attorney City DALLAS • Attorney State TX • Attorney Zip 75201-3136 • Licensed Lines Aircraft Liability; Aircraft Physical Damage; Allied Coverages; Auto Physical Damage; Automobile Liability; Boiler & Machinery; Burglary & Theft; Credit; Fidelity & Surety; Fire; Forgery; Glass; Hail; Inland Marine; Liability Other than Auto; Livestock; Ocean Marine; Rain; Workers Comp and Emp Liability • RC Type FC																

Authorized insurance companies

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Search

Org ID	License Number	EIN	NAIC ID	NAIC Group	Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Domicile City	Domicile State	Area Code	Phone Number
1949	58300	06-0464510	20478	0218	NATIONAL FIRE INSURANCE COMPANY OF HARTFORD	151 N FRANKLIN ST FL 9			CHICAGO	IL	60606-1821		CHICAGO	IL	312	8222983
• Extension • Incorporated Date 1869 06 04 • Licensed Date 1872 01 01 • Origin Foreign • Structure Stockholder • Company type Fire and Casualty • Assets 82,415,711 • Capital 5,000,000 • Net Surplus 77,339,837 • Life In Force • Attorney In Fact • Attorney For Service • Attorney Address 1 C T CORPORATION SYSTEM • Attorney Address 2 1999 BRYAN STREET SUITE 900 • Attorney Address 3 • Attorney City DALLAS • Attorney State TX • Attorney Zip 75201-3136 • Licensed Lines Accident; Aircraft Liability; Aircraft Physical Damage; Allied Coverages; Auto Physical Damage; Automobile Liability; Boiler & Machinery; Burglary & Theft; Credit; Fidelity & Surety; Fire; Forgery; Glass; Hail; Health; Inland Marine; Liability Other than Auto; Livestock; Ocean Marine; Rain; Workers Comp and Emp Liability • RC Type FC																

AGREEMENT BETWEEN CITY AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and Pape-Dawson Consulting Engineers, LLC , a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct Water Line Replacement – Mance Park Middle School and Old Colony Road (Project Number 24-10-09) hereinafter called the PROJECT. The effective date of this agreement is February 29, 2024.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding, and construction phases of the PROJECT as outlined in Proposal dated February 9, 2024 from Pape-Dawson Consulting Engineers, LLC (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

Except as limited by applicable law (including those provisions applying to governmental agencies under the Constitution of the State of Texas), the total aggregate liability of ENGINEER to the OWNER for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively, the "Claims") shall not exceed the greater of (1) the compensation paid by the OWNER to ENGINEER pursuant to this AGREEMENT for services performed for the Project; or (2) the proceeds of ENGINEER's available liability insurance coverage required under this agreement for coverage of any Claims. The ENGINEER shall not be liable, in accordance with applicable law, for any damages to the OWNER caused by the errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control. In no event

and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at

be at their sole risk and without liability to ENGINEER. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5 Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be affected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.

controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

(ii) Prohibition on Contracts with Certain Companies. Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

(iii) If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372 (a) (3) (B), Government Code.

(iv) Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set for in Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

Engineering Agreement w/ Pape-Dawson Consulting Engineers, LLC
Water Line Replacement – Mance Park Middle School and Old Colony Road #124-10-09
City of Huntsville, TX

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day
and year first above written:

OWNER:
CITY OF HUNTSVILLE

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS,
LLC



Aron Kulhavy - City Manager



Dustin O'Neal – Managing Principal – Houston

ATTEST:

ATTEST:

Kristy Doll - City Secretary



Alisa S. Max- Vice President

APPROVED AS TO FORM:



Leonard Schneider, City Attorney

BASIC SERVICES

- I. PROJECT MANAGEMENT (TASK 501) \$25,000**
This item represents an allowance and allotment to account for time not specifically required for design purposes:
- Preparation of exhibits for marketing, permitting, etc. as requested
 - Coordinate project team to meet and schedule deliverables
 - Attend project coordination meetings. Proposal allows four (4) meetings
 - Coordination and status reporting with client and other stakeholders
 - Includes site visits with client and/or client representatives and stakeholders
 - Provide exhibits to facilitate design concepts, presentations, and owner decisions
 - Participation in any public meeting as required for project presentation, one (1) maximum
- II. PRELIMINARY ENGINEERING (TASK 205) \$46,350**
This task includes preparation of a Preliminary Design to address typical engineering and land use issues that may affect the project, and includes the following:
- Attend kick off meeting with City staff and produce meeting minutes
 - Civil Engineer to perform site visit(s) to identify general site conditions
 - Review known existing information available on the site such as survey, topo, site plan, and aerial photographs
 - Review location of existing utilities from available utility company information and prepare order of magnitude opinion of probable cost for conflict resolutions where required
 - Review requirements for street dedications, extensions or improvements that may be required
 - Produce a 30% plan set
 - Plan set to include cover sheet and plan and profile sheets at scale 1"=20' horizontal with existing features and proposed water line alignment in plan view only (no proposed profile linework)
 - Prepare and include an engineer's opinion of probable cost
 - Attend 30% submittal review meeting with City staff and produce meeting minutes
 - The deliverable to be a summary memo with exhibits including 30% plan set
- III. TOPOGRAPHIC (DESIGN) SURVEY (TASK 105) \$78,350**
- Establish datum and benchmarks for survey areas utilizing NAVD 1988 (2001 Adj.) and local datum for the City
 - Conduct field survey of site based on 50-foot grid of site
 - Survey limits of existing right-of-way only. The budget does not include surveying of single-family lots
 - Prepare digital map of site topography at 1-foot contour intervals. Provide spot elevations at property interface with existing roadway(s) or drainage features
 - Tree locates to be included, and will be tied within the ROW
 - Show datum and benchmarks for surveyed areas
 - Show relationship to Texas State Plane Coordinate System

- Prepare 5 hard copies of the addenda posted construction plan sets and project manual for the distribution to the awarded Contractor and the City

ADDITIONAL SERICES

VI. CONSTRUCTION PHASE SERVICES (TASK 402)

Allowance: \$44,000

A. Construction Phase Services

- Attend a pre-construction meeting with the contractor selected by City
- Assist in preparation/review of construction contract
- Provide electronic PDF set of Addenda posted plans and project manual for team distribution. (fully executed)
- Conduct monthly construction progress meetings and prepare copies of report/minutes
- Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City
- Review pay estimates that have previously been reviewed by City Staff. Sign and return copy for documentation
- Respond to inquiries by City staff on an as-needed basis
- Attend meetings as requested by City staff

B. Construction Observation

- Engineer to provide periodic on-site field visits, no less than every thirty (30) days during the construction, to observe construction status and quality of work, and review general conformance of construction to engineer's plans
- Engineer to respond to contractor Request for Information (RFI) and review material specifications, if requested by the client
- Conduct interim/final inspections. Prepare master punch list developed in conjunction with City Staff

C. Project Closeout Assistance

- Coordinate City punch list items with contractor
- Prepare and provide final acceptance letter and start of one year maintenance period
- Conduct one year inspection. Prepare punch list developed in conjunction with City Staff.
- Prepare final acceptance letter
- Produce Record Drawings and provide in electronic format and shape files compatible with City GIS
- Engineer to assist client with performance bond release once the infrastructure is complete and accepted by the City

- Discuss onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- Open cut construction recommendations for the water lines.
- Discussion of open cut/trench excavation safety and OSHA safety requirements. Recommendations for trench bedding and backfill.
- Loads on buried pipes including dead and live loads (vehicle loads).
- Dewatering considerations and recommendations.
- Rigid and flexible pavement recommendations including subgrade reconstruction.
- One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. Two (2) copies of the final report and an electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

VIII. SUBSURFACE UTILITY ENGINEERING (SUE) TEST HOLE LOCATES (TASK 590) \$16,000

- The subsurface utility evaluation (SUE) testing scope includes the execution of four test holes at a budget of \$4,000 per hole location. The primary objective is to assess locations within the project area that may necessitate varying levels of SUE investigation to accurately map and identify subsurface utilities
- The SUE testing will involve the use of non-destructive methods, such as vacuum excavation or hand digging, to expose underground utilities at specified locations. The selection of these locations will be based on the potential variability in utility types and depths within the project site
- The SUE investigation will adhere to the ASCE 38-02 standard to categorize utilities into four quality levels (Q1-Q4). Different levels of investigation may be applied based on the complexity and criticality of the utilities in each designated location
- Engineer to provide findings from the SUE testing via a comprehensive memo that includes utility types, depths, and quality levels

IX. MISCELLANEOUS SERVICES AND REIMBURSABLES/DIRECT EXPENSES (TASK 503) \$5,000

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Attendance at project design team meetings and other meetings, as requested, for a maximum of thirty-two (32) hours is included within the scope and fees.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No value engineering is included herein.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of \$359,600 is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the ____th day of _____, 2024, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Dustin O'Neal, P.E.
Managing Principal - Houston

CITY OF HUNTSVILLE

Signature: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.k.

Agenda Item: Consider the purchase of FY 2026 vehicles and equipment from multiple vendors, authorizing the City Manager to award the contract.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to authorize the City Manager to purchase FY 2026 vehicles and equipment from multiple vendors, in the total amount of \$2,870,355.04, to include all fees, and authorize the City Manager to award the contract.

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: Each year, the City's vehicle fleet is assessed by the Fleet Manager for normal maintenance and overall condition. Each fleet asset is assigned an expected life condition, with police vehicles rated on a 6–7-year life expectancy and the general City fleet rated on a 12-year life expectancy. These assessments formulate the Fleet Replacement Schedule for each subject budget year and have yielded (17) replacement vehicles and equipment and (6) Decision Packages for FY 2026. The vehicles and equipment requirements for FY 2026 are denoted on the attached Vehicle Purchase Summary spreadsheet, and include:

- One (1) 8YD Dump truck, Streets, (Loan Star Freightliner, LLC)
- One (1) 12YD Dump truck, Streets, (Loan Star Freightliner, LLC)
- Three (3) Chevrolet Equinox (2) HPD CID and (1) Decision Package for HPD CID (Silsbee Ford).
- Nine (9) Ford Explorer Police Package SUVs (7) for HPD Patrol and (2) Decision Package for HPD Patrol (Silsbee Ford).
- One (1) BMW Police Motorcycle, Police (BMW Motorcycle of North Dallas)
- One (1) Autocar/Heil Automated/Front Load, Solid Waste (Chastang Auto Car)
- One (1) Autocar/Heil Automated/Side Load, Solid Waste (Chastang Auto Car)
- One (1) Western Star Roll Off Trash Truck (1) Decision Package Solid Waste (Loan Star Freightliner, LLC)
- One (1) Hydro excavation truck, Decision Package Water (Houston Freightliner)

- One (1) Kubota Zero Turn Mower, Parks (Kubota Tractor Corporation)
- One (1) Kubota Tractor, Wastewater (Kubota Tractor Corporation)

-
- One (1) Caterpillar 317GC Excavator, Shared Equipment (Mustang Caterpillar)
 - One (1) Bobcat E35 Mini Excavator, Decision Package Water (Bobcat of Houston)

Fleet and Purchasing staff have obtained vehicle pricing worksheets from (5) regional cooperative contract award holders and (1) local vendor to assure competitive and advantageous pricing for the City's vehicle requirements.

The Texas Association of School Boards (TASB) Buy Board program has historically provided Texas municipalities with a sound purchasing position, thanks to the competitive vehicle pricing available under the program. This cooperative contract meets all the requirements of the Texas Local Government Code, Section 252, pursuant to competitive bidding by Texas municipalities.

Fleet and Purchasing staff have evaluated the vehicle pricing worksheets received to determine (from between Ford and Chevrolet) the best value to the City when considering price, critical options/equipment availability, and cost, and warranty coverage/term.

Previous Council Action: The funds for these purchases were approved by the Council on September 16, 2025, with the adoption of the FY 25-26 Budget.

Financial Implications: Item is budgeted in 306-379-69040 in the amount of \$2,558,383.85 (includes fees) and account 306-379-69020 in the amount of \$311,971.19 (includes fees).

Approvals:

Kim Kembro
Ricardo Villagrand
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. 2026 Vehicle and Equipment

2026 Vehicle Purchase			Lake Country	Caldwell	Wiesner	Silsbee	Rockdale	Bryan	Chastang	BMW Motorcycle	Houston	Over/Under	Total
		Budget	Chevrolet	Country	Huntsville	Fleet Group Ford	Ford	Freightliner	Auto Car	of North Dallas	Freightliner	Over/Under	
			Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Budget	
101-323-125	Western Star With Warren 8yd Dump Truck	\$ 138,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,179.00	\$ -	\$ -	\$ -	\$ 3,821.00	\$ 134,179.00
101-323-101	Western Star With Warren 12yd Dump Truck	\$ 143,394.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,295.00	\$ -	\$ -	\$ -	\$ (5,901.00)	\$ 149,295.00
DP	Western Star Solid Waste Roll Off	\$ 230,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228,021.00	\$ -	\$ -	\$ -	\$ 1,979.00	\$ 228,021.00
101-551-1617	Chevrolet Equinox	\$ 29,393.00	\$ 31,478.00	\$ 27,345.00	\$ 27,344.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,049.00	\$ 27,344.00
101-551-1618	Chevrolet Equinox	\$ 29,393.00	\$ 31,478.00	\$ 27,345.00	\$ 27,344.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,049.00	\$ 27,344.00
DP	Chevrolet Equinox	\$ 27,344.00	\$ 31,478.00	\$ 27,345.00	\$ 27,344.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,344.00
101-551-2001	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
101-551-2002	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
101-551-2003	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
101-551-2004	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
101-551-2005	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
101-551-2006	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
101-551-2007	Ford Explorer PPV	\$ 54,000.00	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ 3,741.75	\$ 50,258.25
DP	Police PPV	\$ 50,258.25	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,258.25
DP	Police PPV	\$ 50,258.25	\$ -	\$ -	\$ -	\$ 50,258.25	\$ 50,485.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,258.25
101-551-2107	BMW Motorcycle \$25,000 and \$14,707.00 outfitting	\$ 39,707.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,707.85	\$ -	\$ -	\$ 39,707.85
DP	Hydro excavation truck	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493,716.75	\$ 6,283.25	\$ 493,716.75
224-373-2111	Autocar/Heil Automated/Front Load	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 485,363.00	\$ -	\$ -	\$ (35,363.00)	\$ 485,363.00
224-375-2033	Autocar/Heil Automated/Side Load	\$ 470,212.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493,745.00	\$ -	\$ -	\$ (23,533.00)	\$ 493,745.00
Vehicle Budget		\$ 2,535,960.35	\$ 94,434.00	\$ 82,035.00	\$ 82,032.00	\$ 452,324.25	\$ 454,365.00	\$ 511,495.00	\$ 979,108.00	\$ 39,707.85	\$ 493,716.75	\$ (22,423.50)	\$ 2,558,383.85

2026 Equipment Purchase			Kubota Tractor	Mustang	Deere	Bobcat of	Over/Under	Total
			Corp	Cat	Company	Houston	Budget	
			Cost	Cost	Cost	Cost		
DP	Mini Excavator Bobcat	\$ 75,000.00	\$ -	\$ 61,565.03	\$ 55,994.71	\$ 48,137.69	\$ 26,862.31	\$ 48,137.69
101-422-1812	Kubota ZD1211	\$ 17,000.00	\$ 17,119.72	\$ -	\$ 18,613.14	\$ -	\$ (119.72)	\$ 17,119.72
220-366-648	Kubota Tractor	\$ 29,990.00	\$ 42,858.26	\$ -	\$ -	\$ -	\$ (12,868.26)	\$ 42,858.26
101-389-548	Cat. Excavator	\$ 225,000.00	\$ -	\$ 203,855.52	\$ 231,750.00	\$ -	\$ 21,144.48	\$ 203,855.52
Equipment Budget		\$ 346,990.00	\$ 59,977.98	\$ 265,420.55	\$ 306,357.85	\$ 48,137.69	\$ 35,018.81	\$ 311,971.19

	Budget Number
	Perferred Vender
	Total cost
	Vender
	Buy Board/Hgac FEE
	Vehicle Total
	Equipment Total
	Decision Package (DP)
	Under Budget/Over Budget

Co-op Fee	Included in Bid
Under Budget	\$ 12,595.31

Vehicle Total	\$ 2,558,383.85
Equipment Total	\$ 311,971.19
Buy Board Fee	Included in price
Budget Number	\$ 2,882,950.35
Total Cost	\$ 2,870,355.04



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 1.I.

Agenda Item: Consider authorizing the City Manager to award a contract for recycling processing, covering both residential curbside recycling and materials from the recycling center.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to authorize the City Manager to retain the services for Curbside Recycle Processing to Fomento de Construcciones y Contratas, (FCC) SA with a price per ton to be based on the Audited Material Composition and Price per Commodity Index (cardboard, plastic, paper etc....), with an estimated annual expenditure of \$42,000 in FY25/26.

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

Discussion: City staff utilized a sealed bid proposal, Bid No. 25-38, for the selection of a Materials Recycling Facility to achieve optimal results at a competitive price. Multiple vendors were invited to bid, and the invitation to bid was advertised as required. Two (2) bids were received and opened on September 30, 2025.

Services included in this bid are twice-weekly (Thursday and Friday) processing of the recycled materials at a price per ton to be based on the Audited Material Composition and Price per Commodity (cardboard, plastic, paper, etc). Recyclable materials include single-stream recyclables (collected curbside) and those received at the City Recycling facility.

The term of this contract is November 23, 2025 — November 23, 2026, with the option to renew for three (3) additional one (1) year terms, with the final expiration date of November 23, 2029. This option to extend is contingent on the budget being approved by the City Council. With an estimated expense of \$42,000 per year. The total approximate amount for the life of the contract is \$168,000.

Previous Council Action: The Council previously awarded the contract to FCC on October 3, 2023.

Financial Implications: This item is budgeted in 224-377-55070 with an approximated fiscal year 23/24 budget of \$37,500. The total approximated budget for the life of the contract is in the amount of \$105,000.00

Approvals:

Kim Kembro

Ricardo Villagrand

Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Bid Tab - Bid NO. 25-38

Bid Tabulation
Project Name: Bid NO. 25-38 Selection of Materials Recycling Facility (MRF)
Location: 448 State Hwy 75N Huntsville, TX 77320



	FCC					Waste Management			
Commodity (per the agreed upon contract categories)	(1) Estimated Based on Audited Material Composition	(2) Referenced Index	(3) *Unit Rate Based off Referenced Index \$/Ton	(4) Unit Rate X Composition %	Commodity (per the agreed upon contract categories)	(1) Estimated Based on Audited Material Composition	(2) Referenced Index	(3) *Unit Rate Based off Referenced Index \$/Ton	(4) Unit Rate X Composition %
OCC	31%	Secondary Fiber Index	\$ 50.00	\$ 15.50	OCC	31%	Secondary Fiber Index	N/A	N/A
Mixed Paper	17%	Secondary Fiber Index	\$ 15.00	\$ 2.55	Mixed Paper	17%	Secondary Fiber Index	N/A	N/A
PET (#1)	5%	Secondary Market Index	\$ 100.00	\$ 5.00	PET (#1)	5%	Secondary Market Index	N/A	N/A
#2 Natural HDPE	3%	Secondary Market Index	\$ 950.00	\$ 28.50	#2 Natural HDPE	3%	Secondary Market Index	N/A	N/A
#2 Pigment HDPE	2%	Secondary Market Index	\$ 70.00	\$ 1.40	#2 Pigment HDPE	2%	Secondary Market Index	N/A	N/A
Mixed Rigid Plastic (#3-7)	8%	Secondary Market Index	\$ 240.00	\$ 19.20	Mixed Rigid Plastic (#3-7)	8%	Secondary Market Index	N/A	N/A
Mixed Glass	12%	Secondary Market Index	\$ (32.50)	\$ (3.90)	Mixed Glass	12%	Secondary Market Index	N/A	N/A
Steel/Tin	4%	Secondary Market Index	\$ 140.00	\$ 5.60	Steel/Tin	4%	Secondary Market Index	N/A	N/A
Aluminum	2%	Secondary Market Index	\$ 1,350.00	\$ 27.00	Aluminum	2%	Secondary Market Index	N/A	N/A
Residue	16%		\$ (50.00)	\$ (8.00)	Residue	16%		N/A	N/A
	100%	(5) Blended Values of each ton of recyclables		Sum \$/total tonnage \$92.85/ton		100%	(5) Blended Values of each ton of recyclables:		Sum \$/total tonnage
Provide Any Additional Costs Per Ton:				\$ -	Provide Any Additional Costs Per Ton:				N/A
Provide a Comprehensive List of Additional Costs Per Ton (i.e., listing/description of cost components comprising additional costs):				N/A (FCC's Pricing Matrix and flat fee options contain all relevant costs)	Provide a Comprehensive List of Additional Costs Per Ton (i.e., listing/description of cost components comprising additional costs):				N/A
Total Per Ton (Blended Value + Additional Costs):				\$92.85/ ton	Total Per Ton (Blended Value + Additional Costs):				N/A
Provide Any Additional Incentives Per Ton:				\$ -	Provide Any Additional Incentives Per Ton:				N/A
Provide a Comprehensive List of Related Incentives Per Ton (i.e., listing/description of incentive components comprising additional incentives):				N/A (FCC's Pricing Matrix and flat fee options contain all relevant costs)	Provide a Comprehensive List of Related Incentives Per Ton (i.e., listing/description of incentive components comprising additional incentives):				N/A

Flat Rate	\$60.00 Per Ton
Revenue Share (RS)	50%
Processing Fee (PF)	\$ 105.00
Blended Value (BV)	\$ 92.85
Total Per Ton (Net Rev = BV - PF)	(\$12.15)/ton (To be paid to FCC)
If Net Rev>0, split revenue 50%	\$N/A for this example Paid to the City
If Net Rev<0, split revenue 50%	N/A - City to Pay FCC \$10.48/ton
Contamination Percentage Acceptance	Over 17% below rates would apply
Contamination Cost	\$135.00 Price Per Ton
Transportation Cost	\$ 85.00
Tipping Fee	\$ 50.00
Total Additional Costs @ 8 Tons	\$135.00/ton

Flat Rate	\$85.00 Per Ton
Revenue Share (RS)	0%
Processing Fee (PF)	\$ -
Blended Value (BV)	\$ -
Total Per Ton (Net Rev = BV - PF)	\$N/A
If Net Rev>0, split revenue 50%	\$0.00 Paid to the City
If Net Rev<0, split revenue 50%	N/A
Contamination Percentage Acceptance	up to 25%
Contamination Cost	\$150.00Per Ton
Transportation Cost	N/A
Tipping Fee	N/A
Total Additional Costs @ 8 Tons	\$N/A



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 2.a.

Agenda Item: First Reading - Consider approving Ordinance 2025-29 adopting the 2024 International Fire Code along with the revisions and amendments to Chapter 20 of the City of Huntsville Code of Ordinances.

Initiating Department/Presenter: Fire Department

Presenter:

Greg Mathis, Fire Chief

Recommended Motion: Move to suspend the City of Huntsville rules and procedures, waive the two reading requirement, and adopt Ordinance 2025-29 adopting the 2024 International Fire Code to include revisions and amendments to Chapter 20, Fire Prevention and Protection of the City of Huntsville Code of Ordinances.

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

Discussion: Consider adopting the 2024 International Fire Code along with the associated additions and amendments listed in Chapter 20 on the City of Huntsville Code of Ordinances.. The Building Official is also proposing to adopt other current ICC codes as well. Additionally, adopting the 2024 International Fire Code would allow us to remain compliant with the Texas Fire Chiefs Associations Best practices program as we are required to adopt the most current edition of the fire code.

Previous Council Action: None

Financial Implications: None

Approvals:

Greg Mathis

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Chapter 20 Fire Prevention and Protection 2025

Chapter 20 FIRE PREVENTION AND PROTECTION¹

ARTICLE I. IN GENERAL

Sec. 20-1. International Fire Code—Adopted.

The book entitled, International Fire Code, 2024 Edition a copy of which, authenticated by the signatures of the mayor and the city secretary, and is on file in the city secretary's office with signatures, is hereby adopted as the fire prevention code of the city as fully as if copied at length in this chapter, and the provisions thereof shall be controlling in the storage, use or handling of hazardous materials, substances or devices, and in the repair, equipment, use, occupancy, and maintenance of every existing building or structure within the city.

(Code 1961, § 12.01.01; Ord. of 10-3-1961; Ord. No. 76-2, 1-13-1976; Ord. No. 86-21, 7-15-1986; Ord. No. 92-07, 4-7-1992; Ord. No. 98-20, 9-22-1998; Ord. No. 2002-08, 3-5-2002; Ord. No. 2011-50, § 7, 8-16-2011; Ord. No. 2017-45, § 2, 9-5-2017; Ord. No. 2021-26, § 2(Exh. A), 9-21-2021)

Sec. 20-2. Same—Amendments.

The following provisions of the International Fire Code are adopted, amended, or modified for purposes of administration of the Code in the city:

Section 101.1. Title.

These regulations shall be known as the Fire Code of the City of Huntsville, hereinafter referred to as “this code.”

Section 103.1. Creation of agency.

The Huntsville Fire Department is hereby created and the official in charge thereof shall be known as the Fire Code Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section 112.1 General.

112.1 Amended to read

In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

¹State law reference(s)—Home rule municipality, fire department, V.T.C.A., Local Government Code § 342.011; appointment of fire protection personnel, V.T.C.A., Government Code § 410.032; volunteer firefighters and fire departments, V.T.C.A., Government Code § 419.071; state law does not preempt municipal authority to prohibit or regulate use of fireworks, V.T.C.A., Occupations Code § 2154.004.

112.3 Qualifications.

Delete section 112.3.

Section 113.4 Violation penalty

amended to read:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00. Each day that a violation continues after due notice has been served shall be deemed as separate offense

Section 323 Electric Vehicles

Added to read:

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations.

Electric vehicle (EV) charging stations shall not be located inside buildings, parking garages nor on the roofs of parking garages.

323.2 Disconnect.

Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location.

The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved

323.2.1 Height.

The height of the emergency disconnect switch shall comply with all applicable codes and standards

323.2.2 Emergency Disconnect Sign.

Emergency disconnect devices shall be distinctly labeled as: "EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT." Signs shall be placed in an approved location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

323.3 Damaged Electric Vehicle Batteries.

Damaged electric vehicle batteries shall not be stored inside any building

Section 503.3 Marking

Amended to read:

Where required by the fire code official, approved signs installed in accordance with "appendix D" of this code or permanent striping painted on the curb or edge of the paved access shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or striping shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Signs shall have the words, 'NO PARKING - FIRE LANE - TOW AWAY' and spaced every 40 feet. This spacing may be adjusted with the approval of the fire code official. Striping shall consist of a minimum six inch (6") wide red background stripe applied the full length on each side of the fire access road and shall be marked at each end and at least every 20 feet with minimum four inch (4") high white letters stating, "NO PARKING - FIRE LANE - TOW AWAY." The addition of the word Zone to read "Tow Away Zone" is optional and acceptable.

510.3.3 Acceptance Testing

Emergency Responder Communication Enhancement Systems (ERCES), including Distributed Antenna Systems (DAS), must be tested by a third party to ensure adequate two-way radio coverage for first responders. This includes testing for signal strength and quality, typically measured by Delivered Audio Quality (DAQ), where required in both new and existing buildings. The testing ensures compliance with minimum signal strength requirements in critical areas

510.6.1 Testing and proof of compliance

Add:

The inspecting radio contractor shall provide an annual inspection tag/sticker on the ERCES' BDA and any remote annunciator. Tag/sticker shall identify approved inspecting contractor's name, physical address, phone number, FCC license number, and inspector's name, as well as the date of inspection. System shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified within a maximum of 24 hours.

Section 1201.4; add:

Section 1201.4 Electrical Shutdown.

Energy systems including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems shall have a remote power shut down box. The location shall be at an approved exterior door entrance. The box shall only be accessible by the fire department and shall be keyed to the fire department Key Box as outlined in Section 506.

Section 4104.2; amended to read as follows:

4104.2 Open-flame Cooking Devices.

Charcoal burners and other open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated or located on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings

Appendix D

Fire Apparatus Access Roads, is adopted.

D102.1 Access and Loading

amended to read:

Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the fire department apparatus by way of an approved fire apparatus access road with asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds. Any variances must be approved by the fire code official.

(Code 1961, § 12.01.02; Ord. No. 86-21, 7-15-1986; Ord. No. 95-06, 2-14-1995; Ord. No. 98-20, 9-22-1998; Ord. No. 2002-08, 3-5-2002; Ord. No. 2004-07, 3-23-2004; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 7, 8-16-2011; Ord. No. 2017-45, § 2, 9-5-2017; Ord. No. 2021-26, § 2(Exh. A), 9-21-2021)

Secs. 20-3—20-24. Reserved.

ARTICLE II. FIRE MARSHAL

Sec. 20-25. Office created.

The office of fire marshal of the city is hereby created.

(Code 1961, § 12.02.01; Ord. of 10-5-1915, § 1)

Sec. 20-26. Appointment.

The fire marshal for the city shall be appointed by the city manager.

(Code 1961, § 12.02.02; Ord. No. 77-3, § 1, 3-15-1977; Ord. No. 92-07, 4-7-1992)

Secs. 20-27, 20-28. Reserved.

Sec. 20-29. Reserved.

Editor's note(s)—Ord. No. 2021-26, § 3, adopted Sept. 21, 2021, repealed § 20-29, which pertained to authority to summon witnesses and order production of documents and derived from Code 1961, § 12.02.05; Ord. of Oct. 5, 1915, § 4.

Sec. 20-30. Reserved.

Editor's note(s)—Ord. No. 2021-26, § 3, adopted Sept. 21, 2021, repealed § 20-30, which pertained to investigations may be private; sequestering witnesses and derived from Code 1961, § 12.02.06; Ord. of Oct. 5, 1915, § 6.

Secs. 20-31—20-54. Reserved.

ARTICLE III. ENFORCEMENT

Sec. 20-55. Inspection of mercantile, manufacturing, and public buildings.

It shall be the duty of the fire chief/fire marshal or designee to enter upon and make, or to cause to be entered upon and made, annually or more often a thorough examination of all business mercantile, manufacturing, and public buildings, together with the premises belonging thereto. The fire chief/fire marshal and the city building official shall be responsible for the enforcement of the fire code of the city in each instance where such code calls for action by the fire chief/fire marshal.

(Code 1961, § 12.03.01; Ord. No. 92-07, 4-7-1992; Ord. No. 2011-50, § 7, 8-16-2011; Ord. No. 2021-26, § 4(Exh. A), 9-21-2021)

Sec. 20-56. Ordering removal or repair of dangerous buildings, accumulations, etc.; appeal.

Whenever the city building official or fire marshal finds any building or other structure which, for want of repair or by reason of age or dilapidated condition or for any cause, is specially liable to fire, and which is so situated as to endanger other buildings or property or so situated that fire would endanger persons or property therein, and whenever he shall find an improper or dangerous arrangement of stoves, ranges, furnaces or other heating apparatus of any kind, including chimneys, flues and pipes with which the same may be connected, or a dangerous arrangement of lighting devices or systems or a dangerous or unlawful storage of explosives, compounds, petroleum, gasoline, kerosene, chemicals, vegetable products, ashes or combustible, inflammable and refuse materials, or other conditions which may be dangerous in character or liable to cause or promote fire or create conditions dangerous to firemen or occupants, he shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of such building or premises. If the owner or occupant deems himself aggrieved by such order, he may, within five days, appeal to the board of adjustments and appeals.

(Code 1961, § 12.03.02; Ord. No. 92-07, 4-7-1992; Ord. No. 2011-50, § 7, 8-16-2011)

Sec. 20-57. Right of entry.

The city fire chief/fire marshal and or the building official, each separately, shall have the authority, at all times of day or night, when necessary in the performance of the duties imposed upon him by the provisions of this chapter, to enter upon and examine any building or premises where any fire or other emergency has occurred and other building or premises adjoining or near the same to establish the safety of the building and its occupants. This authority shall be exercised only with reason and good discretion. If access is denied or removed, an administrative search warrant may be requested through the court and or legal processes. The search warrant should be justified by a showing of reasonable governmental interest, and supported by a statute, ordinance, or regulation. If a valid public interest justifies the intrusion, then a valid and reasonable probable cause has been demonstrated.

(Code 1961, § 12.03.03; Ord. No. 92-07, 4-7-1992; Ord. No. 2021-26, § 4(Exh. A), 9-21-2021)

Sec. 20-58 Outdoor burning; when permit required; duties of fire chief/fire marshal; fees; penalty for violation.

- (a) It shall hereafter be unlawful for any person to burn any unprocessed natural vegetation within the corporate limits of the city unless such person first obtains a residential burning permit (the "burn permit") from the fire marshal. Such unprocessed natural material shall include limbs, brush, and grass clippings and shall not include materials such as and including garbage, dead animals, asphalt, petroleum products, paints, plastics, paper, cardboard, treated lumber, construction/demolition debris or any product that emits toxic emissions, dense smoke or obnoxious odors. Even if a burn permit is issued for burning, no burning will be allowed during any period in which a determination has been made by the county judge that burning within the county poses an imminent safety risk or threatens the health and welfare of the citizens or by the fire chief that burning within the city poses an imminent safety risk or threatens the health and welfare of the citizens of the city (commonly referred to as a "burn ban"). Any burn permit for burning shall be suspended during any period in which a burn ban is in effect, and it shall be unlawful for any person to burn any unprocessed natural vegetation within the corporate limits of the city during any period in which a burn ban is in effect.
- (b) The following regulations will apply with regard to burning pursuant to a burn permit issued by the fire marshal:

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- (1) Burning on property used for residential purposes shall be within an incinerator, receptacle or other suitable container capable of confining such burning therein and/or under such conditions approved by the fire marshal and incorporated within the burn permit.
 - (2) Burning on property as part of a land clearing operation will be done by trench burning under the conditions set out in Title 30 Texas Administrative Code § 106.496, as amended from time to time. The term "land clearing operation" means the uprooting, cutting, or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access or production. The TECQ permit for trench burning is located on the fire department website and must be completed prior to the burning operation. The burn site is then subject to the guidelines stated in the permit and is also subject to inspection by the fire chief/fire marshal or designee. The fire chief/fire marshal or designee may direct the burn operation be terminated if the conditions of the permit are not followed or a hazardous or nuisance condition is being created.
 - (3) Any additional regulations or requirements stated in the city burn permit.
 - (4) It shall be unlawful for any person to burn combustible material in a manner inconsistent or contrary to the conditions and regulations contained in the permit.
- (c) Any person violating the terms of this chapter shall, upon conviction, be deemed guilty of a class C misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00. Each day that a violation continues after due notice has been served shall be deemed as a separate offense

(Code 1961, § 12.01.03; Ord. No. 75-2, § 1, 2-25-1975; Ord. No. 77-1, 1-26-1977; Ord. No. 2001-02, 1-9-2001; Ord. No. 2001-29, 11-13-2001; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 7, 8-16-2011; Ord. No. 2021-26, §§ 2, 4(Exh. A), 9-21-2021)

Editor's note(s)—Ord. No. 2021-26, §§ 2, 4(Exh. A), adopted Sept. 21, 2021, repealed the former § 20-58, and enacted a new § 20-58, which had previously been § 20-3. The former § 20-58 pertained to warrants and derived from Code 1961, § 12.03.04; Ord. No. 92-07, adopted April 7, 1992.

Sec. 20-59. Investigation of fires.

The fire chief/fire marshal or designee shall investigate the cause, origin and circumstances of every fire occurring within the city by which property is destroyed or damaged and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall commence as soon as reasonable possible after the occurrence of such fire. If access is denied or removed, an administrative search warrant may be requested through the court and or legal processes. The search warrant should be justified by a showing of reasonable governmental interest, and supported by a statute, ordinance, or regulation. If a valid public interest justifies the intrusion, then a valid and reasonable probable cause has been demonstrated. The fire chief/fire marshal or designee may also during any fire investigation, may be responsible for locating, collecting, identifying, storing, examining, and arranging for the testing of physical evidence. The fire investigator should be familiar with the recommended and accepted methods of processing such physical evidence.

(Code 1961, § 12.02.03; Ord. of 10-5-1915, § 2; Ord. No. 2021-26, § 3(Exh. A), 9-21-2021)

Sec. 20-60 Taking of testimony in investigation of fire.

The fire chief/fire marshal or designee shall have the power to summon witnesses before him to testify in relation to any fire or other matter which is, by the provisions of this article, a subject of inquiry and investigation.

The fire chief/fire marshal, or designee when in his opinion further investigation of a fire is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing.

According to NFPA 921, the fire chief/fire marshal or designee, is hereby authorized to advise the person being questioned of his or her Miranda rights. Those questioned may also be advised if the questioning is conducted in a custodial environment which may or may not be on the fire scene, depending on the circumstances.

(Code 1961, § 12.02.04; Ord. of 10-5-1915, §§ 3, 4; Ord. No. 2021-26, § 3(Exh. A), 9-21-2021)

Sec. 20-61. Offenses by witnesses summoned by fire chief/fire marshal.

Any witness who refuses to be sworn or who refuses to appear and testify, or who disobeys any lawful order of the fire chief/fire marshal, or who fails and refuses to produce any book, paper or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the fire chief/fire marshal during any investigation or inquiry, after being summoned to give testimony in relation to any matter under investigation, shall be deemed guilty of a misdemeanor and it shall be the duty of the fire chief/fire marshal to cause all such offenders to be prosecuted.

(Code 1961, § 12.02.07; Ord. of 10-5-1915, § 5; Ord. No. 2021-26, § 3(Exh. A), 9-21-2021)

Sec. 20-62. Duty when evidence sufficient to charge person with crime in connection with fire.

If, after an investigation of a fire as provided for in this article, the fire chief/fire marshal is of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with an attempt to commit the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with such fire, he shall cause such person to be lawfully arrested and charged with such offense, or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of the witnesses and all information obtained by him, including a copy of all pertinent and material testimony taken in the case.

(Code 1961, § 12.02.08; Ord. of 10-5-1915, § 3; Ord. No. 2021-26, § 3(Exh. A), 9-21-2021)

Sec. 20-63. Record of fires to be kept.

The fire marshal shall keep a record of all fires occurring within the city by which property is destroyed or damaged, together with all facts, statistics, and circumstances, including the origin of the fire and the amount of the loss, which may be determined by the investigation required by this article.

(Code 1961, § 12.02.09; Ord. of 10-5-1915, § 2; Ord. No. 2021-26, § 3(Exh. A), 9-21-2021)



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 2.b.

Agenda Item: First Reading - Consider approving Ordinance 2025-30 adopting Chapter 12, Building and Building Regulations, of the Huntsville Code of Ordinances.

Initiating Department/Presenter: Development Services

Presenter:

Kevin Byal, Director of Development Services

Recommended Motion: **Move to waive the two reading requirement and approve** Ordinance 2025-30 adopting Chapter 12, *Building and Building Regulations*, of the Huntsville Code of Ordinances.

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

Discussion: This ordinance readopts Chapter 12, which contains, among other elements, the 2024 editions of the International Codes, with local amendments tailored to the community's needs and in alignment with state law. The updated Chapter 12 has been reorganized to provide a more cohesive and user-friendly layout, making the regulations easier to navigate and apply.

The proposed amendments also include new provisions to address abandoned or incomplete construction projects, ensuring such sites are properly secured and managed to protect public safety and neighborhood aesthetics. Additionally, the language related to enforcement and due process for addressing substandard structures has been revised for greater clarity and efficiency, while maintaining fairness and transparency in administrative procedures.

Overall, the proposed ordinance modernizes the City's building regulations, promotes consistency with current codes and best practices, and supports effective code enforcement and community safety.

Previous Council Action:

Financial Implications:

Approvals:

Kevin Byal
Ricardo Villagrand
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

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1. Ord. 2025-30 - Ch. 12, Buildings and Building Regulations 24_I-Codes
 2. Exhibit_A_Chapter_12_Clean_Formatted
 3. Exhibit_A_Chapter_12_Redline

ORDINANCE NO. 2025-30

AN ORDINANCE AMENDING THE CITY OF HUNTSVILLE, TEXAS CODE OF ORDINANCES, SPECIFICALLY CHAPTER 12 “BUILDINGS AND BUILDING REGULATIONS”; MAKING OTHER PROVISIONS AND FINDINGS THERETO; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Huntsville Code of Ordinances, Chapter 12 “BUILDING AND BUILDING REGULATIONS” provides for the regulation of residential and commercial buildings for the health, safety and public welfare of the City’s residents:

WHEREAS, the City of Huntsville, as a home rule city may regulate this activity pursuant to its broad powers of self-government; and

WHEREAS, City Council finds it necessary to amend its existing regulations of these activities to protect the health and public safety; now therefore

WHEREAS, the City Council of the City of Huntsville, Texas now wishes to adopt Chapter 12 to help promote the health, safety and welfare of its residents;

WHEREAS, notice of the agenda for this meeting was given in accordance with law by posting the same at the place reserved and designated for notices of public meetings and public activities and prior to the adoption of this ordinance.

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: Huntsville Code of Ordinances Chapter 12 “BUILDINGS AND BUILDING REGULATIONS”, amended as shown on the attached Exhibit “A”.

SECTION 3: All ordinances or parts of Ordinances that are in conflict or inconsistent with the provisions of this Ordinance shall be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 5: This Ordinance, being a penal ordinance, becomes effective ten (10) days after its date

of passage by the City Council, as provided by Article 4.14 of the Charter of the City of Huntsville, Texas.

PASSED AND APPROVED on this the _____th day of _____ 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Exhibit A

Chapter 12 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Secs. 12-1—12-18. - Reserved.

ARTICLE II. - BUILDING CODES

Sec. 12-19. - Codes adopted by reference.

- (a) The book entitled "International Building Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the building code of the city as fully as if copied at length in this article, and the provisions thereof shall be controlling in the construction of all buildings and other structures within the corporate limits of the city.
- (b) The book entitled "International Residential Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the residential code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for residential work in the city.
- (c) The book entitled "International Plumbing Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the plumbing code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for plumbing work in the city.
- (d) The book entitled "International Fuel Gas Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is adopted as the fuel gas code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for the design, construction, installation, repair or alteration of gas piping systems and gas appliances.
- (e) The book entitled "International Mechanical Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the mechanical code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for the design, construction or installation, repair or alterations of mechanical systems.
- (f) The book entitled "International Energy Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the energy code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for energy conservation of buildings and systems.
- (g) The book entitled "International Existing Building Code, 2024 Edition." a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the existing building code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for the repair, alteration, change of occupancy, addition to and relocation of existing buildings in the city.

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- (h) The book entitled "International Property Maintenance Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the housing code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for occupancy of buildings.
 - (i) The book entitled "International Swimming Pool and Spa Code, 2024 Edition." a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the swimming pool and spa code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for commercial swimming pools and spas in the city.

Sec. 12-20. - Amendments to the International Building Code.

The following sections of the International Building Code are amended as follows:

- (1) Section 101 Scope and Application is hereby amended as follows:

Section 101.2.1. Appendices. The following appendices are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes:

Appendix C—Group U - Architectural Buildings.

Appendix F—Rodent Proofing.

Appendix J—Grading.

Appendix P—Sleeping Lofts.

- (2) Section 105 Permits is hereby amended as follows:

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, change commercial tenant or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, or to erect or construct a sign of any description, or to install or alter fire extinguishing systems, or to move, change, or construct an access to or from any public street from a driveway including repair, removal or installation of curbs or culverts, the installation of which is regulated by this or other codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

(a) A person commits an offense if he commences any work on a building or structure before obtaining a building permit.

(b) A building permit for new construction or remodel construction shall not be issued unless the contractor requesting the permit is registered with the city. See "Schedule of Fees."

105.2 Work exempt from permits. Delete (5), (6), (8), (10), - add to (2). "However, all new and existing fences shall be maintained".

(3) Section 107 Construction Documents is hereby amended as follows:

107.2.6 Site plan, Site Survey and Site Improvement Survey. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distance from lot lines, the established street grades, proposed finished grades, all existing and proposed easements, storm sewers, natural drains, waterlines, sewer lines, location of water and sewer connections, landscaping and parking; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Required site/form surveys. Prior to inspections involving footings, foundations, concrete slabs or any item requiring under-floor inspection, the building official shall require a site/form survey prepared by a registered professional land surveyor showing the location and elevation of placed forms to be inspected.

Required Site Improvement Survey. Prior to approval of a final building inspection, the building official may require a site improvement survey, prepared by a registered professional land surveyor, showing the location of all improvements on the site and drainage topographical data.

107.6 No building permits shall be issued unless adequate water and sewer service is available to the property or suitable arrangements have been made for obtaining water and sewer service to the building site. The city engineer shall certify on said drawing when same is submitted to the building official that the requirements of this paragraph have been made; otherwise, said permit shall not be issued by the building official.

107.7. Plat diagram. No building permit shall be issued unless adequate information is furnished showing the proposed vertical elevation of the finished floor of the structure in respect to the street and lot corners and proof that the building is not subject to flooding by stormwater. The city engineer may require additional engineering data, prepared by a registered professional engineer, indicating the calculated 100-year high water elevation of creeks or drainage channels when the building is proposed to be placed near the floodplain of the channel. Finished floor elevations of proposed buildings near the floodplain of a creek or drainage channel shall be a minimum of 2 foot vertically above the calculated 100-year high water elevation.

107.8 Drainage Plan / Control of surface water runoff

For the purpose of development, it shall be a condition of every permit that the alterations and improvements authorized thereunder shall not be permitted to adversely impede the natural flow of surface waters from higher adjacent properties, nor to adversely discharge them upon any properties at a more rapid rate, in greater quantities or in a different location that would have resulted prior to the permitted improvements. For the purpose of this section, controlling surface water runoff so as not to exceed predeveloped rates or patterns shall be known as “no adverse impact”. Approval of drainage plans or the issuance of a certificate of occupancy shall

not be construed as an approval of a violation of state laws governing the diversion or pooling of surface water run off or any provisions of this code or of other ordinances of the City of Huntsville.

Any person who violates a provision of this section shall be subject to the "Violation Penalties" of this code.

107.8.1 Drainage Plan

Control of surface water runoff shall be represented and demonstrated by means of a Drainage Plan prepared using data based on site specific topography and providing sufficient clarity in the plan, that when constructed, the improvements or alterations will control the surface water runoff with no adverse impact to any other properties, including public Right-Of-Ways.

Drainage plans shall be either;

- a) an Engineered Drainage Plan. This plan shall be prepared by a Professional Engineer licensed to practice in the State of Texas. This plan will achieve the appropriate control of surface water runoff so as to cause no adverse impact to other properties or;
- b) a Non-Engineered Drainage Plan. This plan may be prepared by any individual capable of producing a plan that will achieve the appropriate control of surface water runoff so as to cause no adverse impact to other properties.

All drainage plans shall be drawn to scale, provide pre-developed topographical elevations and contours, show existing and proposed structures and the proposed post-development topographical elevations and contours. All plans shall contain a statement that specifies that the development shall not increase, impede, impound or block the existing flow of drainage on or from other properties.

The type of plan required to be submitted is dependent upon the conditions present at the development site and defined in this section, The Building Official is authorized to determine the final level of detail required in the design of a drainage plan including the requirement to provide engineered drainage plans.

107.8.2 Conditions Requiring No Drainage Plan

- a) A drainage plan may not be required if the proposed development does not require a cut or fill of the existing grade, impede the natural flow of surface waters from higher adjacent properties, nor to adversely discharge them upon any properties at a more rapid rate, in greater quantities or in a different location that would have resulted prior to the proposed improvements.
- b) The proposed development is in a platted residential subdivision with an existing approved drainage plan and the contours are not being altered or the site development will not disturb or alter existing drainage patterns or velocity.

107.8.3 Condition Requiring Non-Engineered Drainage Plans

At a minimum, a non-engineered drainage plan shall be provided for site development that will alter existing drainage patterns and/or velocity due to elevation changes of one (1) foot to two (2) feet on any portion of the site by grading, excavations or adding fill material. Additionally, the site shall not have any grades in excess of 4:1.

107.8.4 Condition Requiring Engineered Drainage Plans

An engineered drainage plan shall be required when proposed development contain any of the following elements:

- a) The proposed development is located within a Special Flood Hazard Area (SFHA);
- b) site development that will alter existing drainage patterns or velocity due to elevation changes greater than two (2) feet on any portion of the site by grading, excavations or adding fill material;
- c) sites that have any grades in excess of 4:1;
- d) the site includes an established wet-weather waterway or all-weather waterway;
- e) the site contains any drainage easements.

107.8.3 Compliance with Drainage Plans and No Adverse Impact

Compliance with drainage plans and site improvement grading shall be verified with a site improvement survey demonstrating no adverse impact to adjacent properties before the foundation is installed.

(4) Section 109 Fees is amended as follows:

109.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. .

- a. Permit fees. Permit fees shall be as established by ordinance from time to time.
- b. Moving of building or structures. For the moving of any building or structure, the fee shall be as established by ordinance from time to time.
- c. Demolition of building or structures. For the demolition of any building or structure, the fee shall be as established by ordinance from time to time.
- d. For each inspection requested and made which requires a reinspection, a fee as established by ordinance from time to time shall be charged for each reinspection made.
- e. Valuations of commercial and residential structures shall be based upon the value submitted by the developer/builder or the value of the appropriate construction type shown on the most recent ICC Building Valuation Data Sheet, whichever is greater.

(5) Section 113 Means of Appeal is amended as follows:

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

113.3 Qualifications. Delete section 113.3.

(6) Section 114 Violations is amended as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(7) Section 202 Definitions is amended as follows:

Historic Buildings. The provisions of the International Building Code relating to the alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified as Recorded Texas Historic Landmarks, National Historic Landmarks, or buildings entered into the National Register of Historic Places or qualified as such by the building official. It is further provided, however, that:

- a. Such buildings or structures are judged by the city building official to be safe;
- b. The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(8) Figures 1608.2 is amended by adding:

City of Huntsville five lbs./sq. ft.

(9) Figure 1609.3(1) is amended by adding:

City of Huntsville 100 mph.

(10) Appendix J Grading is amended as follows:

Section J103 is amended by adding paragraph J103.3, to read:

J103.3 Grading permit fees. A fee, as established by ordinance from time to time.

Sec. 12-21. - Amendments to the International Residential Code.

The International Residential Code is amended as follows:

(1) Section 101 Scope and Application is hereby amended as follows:

Section 101.2.1. Appendices. The following appendices are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes:

Appendix BB Tiny Houses

Appendix BC Accessory Dwelling Units (ADU)

(2) Delete Section 103 Code Compliance Agency.

(3) Section 105 Permits is hereby amended as follows:

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, change commercial tenant or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, or to erect or construct a sign of any description, or to install or alter fire extinguishing systems, or to move, change, or construct an access to or from any public street from a driveway including repair, removal or installation of curbs or culverts, the installation of which is regulated by this or other codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.2 Work exempt from permits. Delete (5), add to (2). "However, all new and existing fences shall be maintained".

R105.7 Placement of permit. The building permit or a copy shall be kept on the site of the work until the completion of the project and shall be visible from the right-of-way.

(4) Section 106 Construction Documents is hereby amended as follows:

106.2 Site plan, Site Survey and Site Improvement Survey. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distance from lot lines, the established street grades, proposed finished grades, all existing and proposed easements, storm sewers, natural drains, waterlines, sewer lines, location of water and sewer connections, landscaping and parking; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Required site/form surveys. Prior to inspections involving footings, foundations, concrete slabs or any item requiring under-floor inspection, the building official shall require a site/form survey prepared by a registered professional land surveyor showing the location and elevation of placed forms to be inspected.

Required Site Improvement Survey. Prior to approval of a final building inspection, the building official may require a site improvement survey, prepared by a registered professional land surveyor, showing the location of all improvements on the site and drainage topographical data.

(5) Section 108 Fees is amended as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the fee schedule as established by ordinance from time to time.

- a. Moving of building or structures. For the moving of any building or structure, the fee shall be as established by ordinance from time to time.
- b. Demolition of building or structures. For the demolition of any building or structure, the fee shall be as established by ordinance from time to time.
- c. For each inspection requested and made which requires a reinspection, a fee as established by ordinance from time to time shall be charged for each reinspection made.
- d. Valuations of commercial and residential structures shall be based upon the value submitted by the developer/builder or the value of the appropriate construction type shown on the most recent ICC Building Valuation Data Sheet, whichever is greater.

(6) Section 112 Means of Appeal is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete 112.3 Qualifications.

(7) Section 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(8) Section 202 Definitions is amended as follows:

Historic Buildings. The provisions of the International Residential Code relating to the alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures

shall not be mandatory for existing buildings or structures identified and classified as Recorded Texas Historic Landmarks, National Historic Landmarks, or buildings entered into the National Register of Historic Places or qualified as such by the building official. It is further provided, however, that:

- a. Such buildings or structures are judged by the city building official to be safe;
- b. The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(9) Table R301.2 Climate and Geographical Design Criteria is amended by adding:

Ground Snow Load – (5) five lbs./sq. ft.

Wind Design Speed – 100 mph.

Seismic Design Category – 2A

Weathering – Negligible

Frost Depth – 12”

Termites – Yes

Ice Barrier Underlayment Requirement – No

Flood Hazard – Refer to Flood Insurance Rate Maps (FIRMs) published by FEMA via the National Flood Insurance Program.

Mean Annual Temp – 68 degrees Fahrenheit.

Sec. 12-22. - Amendments to the International Plumbing Code.

The International Plumbing Code is amended as follows:

(1) Section 101—Scope and General Requirements is amended as follows:

101.2.1 Appendices. The following appendices are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes:

Appendix C—Structural Safety

(2) Section 102 Applicability is amended as follows:

102.6—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

- 1) Such buildings or structures are judged by the city building official to be safe;

2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(3) Delete Section 103 Code Compliance Agency.

(4) Section 108 Fees is amended as follows:

108.2 Schedule of Permit Fees. Permit fees shall be established by ordinance from time to time.

108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(5) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(6) Section 114 Violations is amended as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(7) Section 301 General is amended as follows:

301.3 Connections to drainage system. Plumbing fixtures, drains, appurtenances and appliances used to receive or discharge liquid waste or sewage shall be directly connected to the sanitary drainage system of the building or premises, in accordance with the requirements of this code. This section shall not be construed to prevent indirect waste systems required by Chapter 8.

If water closets or other plumbing fixtures are installed in buildings where there is no sewer within 300 feet of the property line of the tract, suitable provision shall be made for disposing of the building sewage by an approved method of sewage treatment and disposal.

(8) Section 602 Water Required is amended as follows:

602.3 Individual water supply. Where a potable public water supply is located within 300 feet of a development, it shall be utilized as the water supply. If not available within 300 feet, alternative sources identified in section 602.3.1 may be considered and must be approved by the code official.

(9) Section 1003 Interceptors and Separators is amended as follows:

1003.1 Where required. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system or the sewage treatment plant or processes. When required by the code official, a sample well shall be installed on the outside of the building after the interceptor or separator on the building sewer.

Sec. 12-23. - Amendments to the International Fuel Gas Code.

The International Fuel Gas Code is amended as follows:

(1) Section 102.6 is amended to read:

102.6—Special Historic Buildings. The provisions of the International Fuel Gas Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration, or relocation of gas installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

1. Such buildings or structures are judged by the city building official to be safe;
2. The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(2) Delete Section 103 Code Compliance Agency.

(3) Section 108 Fees is amended as follows:

108.2 Schedule of Permit Fees. Permit fees shall be as established by ordinance from time to time.

108.6 Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(5) Section 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a

building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

Sec. 12-24. - Amendments to the International Mechanical Code.

The International Mechanical Code is amended as follows:

- (1) Delete Section 103 Code Compliance Agency.
- (2) Section 104 Duties and Powers of the Code Official is amended as follows:

Section 104.10 Required Licenses. Persons performing air conditioning and refrigeration work must be licensed by and in accordance with the state department of licensing and regulation and shall register annually with the city, see "Schedule of Fees."

- (3) Section 108 Fees is amended as follows:

108.2 Fee schedule. Permit fees shall be established by ordinance from time to time.

108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

- (4) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

- (4) Delete Section 113 Board of Appeals.
- (5) Section 114 Violations is amended as follows:

Delete section 114.3.

Section 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

Sec. 12-25. - Amendments to the International Energy Conservation Code.

The International Energy Conservation Code is amended as follows:

- (1) Delete Section 103 Code Compliance Agency.

(2) Section 106 Fees is amended as follows:

106.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority in accordance with the fee schedule as established by ordinance from time to time.

106.6 Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(3) Section 107 is amended as follows:

107.7 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(4) Section 109 Means of Appeals is amended as follows:

109.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 109.3 Qualifications.

Sec. 12-26. - Amendments to the International Existing Building Code.

The International Existing Building Code is amended as follows:

(1) Section 102 Applicability is amended as follows:

102.3—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

- 1) Such buildings or structures are judged by the city building official to be safe;
- 2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(2) Delete Section 103 Code Compliance Agency.

(3) Section 108 Fees is amended as follows:

108.2 Schedule of Permit Fees. Permit fees shall be established by ordinance from time to time.

108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(5) Section 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(6) Section 202. Amend section 202, Definitions, to change or add the following definitions:

Code Official: The city's building official.

Sec. 12-27. - Amendments to the International Property Maintenance Code.

The International Property Maintenance Code shall be amended as follows:

(1) Section 102 Applicability is amended as follows:

102.7—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

- 1) Such buildings or structures are judged by the city building official to be safe;
- 2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(2) Delete Section 103 Code Compliance Agency.

(3) Section 104 Fees is amended as follows:

104.1 Schedule of Permit Fees. Permit fees shall be established by ordinance from time to time.

104.2 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 106 Means of Appeal is amended as follows:

106.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

Delete 106.3 Qualifications.

(5) Section 107 Violations is amended as follows:

107.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(6) Delete Section 108.

(7) Section 302 is amended as follows:

Section 302.4, add 10 inches to the jurisdiction height.

(8) Section 302 is amended as follows:

302.10. All exterior properties shall be kept free of furniture and/or appliances manufactured and intended for indoor use.

Exception: Commercial retail or wholesale establishments may place such furniture and/or appliances exterior to their building during open business hours and must remove such furniture and/or appliances from the exterior of the property each day at the close of business

(9) 302.11. Tire Storage and Disposal.

All used tires, scrap tires and tire pieces stored within the city must be kept in a manner which limits their exposure to and collection of the elements of nature. Tires must not be allowed to hold water, dirt, rubbish or other foreign materials. Monitoring and control measures are to be implemented as necessary to eliminate the presence of mosquito breeding and rodent harborage.

1. Used tires, scrap tires and tire pieces shall be stored separately.
2. Used tires, scrap tires and tire pieces stored outside shall be:
 - a. screened from public view by a permanent fence or other structure:
 - b. properly stored:
 - i. on racks or neatly stacked not in excess of ten (10) feet in height; or
 - ii. in a roll-off container, front-load dumpster, or other metal storage container, including a trailer not exceeding 55 ft x 8 ft by 13 ft. No more than four (4) containers may be stored at any one (1) tire facility location; and

iii. in compliance with all applicable fire code provisions.

Sec. 12-28. - Amendments to the International Swimming Pool and Spa Code.

The International Swimming Pool and Spa Code is amended as follows:

(1) Section 109 is amended as follows:

109.2 Fee schedule. Permit fees shall be as established by ordinance from time to time.

109.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(2) Section 111 is amended as follows:

111.17—Final inspection: operating permit required. All swimming pool installations must be completed. The pool shall be completely filled with water and in operation before requesting a final inspection.

(3) Section 112 is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code.

112.3 Qualifications. Delete section 112.3.

(4) Section 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(5) Section 321 is amended as follows:

321.1 Backwash water or draining water. Backwash water and draining water shall be discharged into the city sanitary sewer system on the premise, or shall be disposed of by other means approved by the state or local authority. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an approved air gap.

321.1.1 No person shall discharge wastewater from a swimming pool, or permit such wastewater to run off onto an adjoining landowner's property.

(6) Section 324 Safety is amended as follows:

324.4—Sanitary and safety conditions.

- a. Any person owning or maintaining any swimming pool shall maintain such pool in a sanitary condition. The bacterial content of the water in any swimming pool shall not be allowed to exceed the safe limits as prescribed by established standards of the state department of health. Residual chlorine from 1.2 to 2.0 parts per million units of water or any other method of disinfectant approved by the state department of health shall be maintained in every swimming pool throughout the period of their use. Spas and hot tubs are required to maintain a minimum of 3.0 parts per million residual chlorine.
- b. No water in any swimming pool shall ever be permitted to show an acid reaction to a standard pH test.
- c. At all times when the pool is in use, the water shall be sufficiently clear to permit a six-inch diameter black disc placed on a white field to be clearly visible at the deepest point of the swimming pool. The water shall have sufficient clarity at all times so that the entire bottom of the pool is clearly visible from the walkways.
- d. Reserved.
- e. The health officer or his authorized representative may inspect every public and semi-public swimming pool located within the city and make an inspection report. In the event the health officer or his representative discovers a violation of the terms and provisions hereof, he shall notify the person owning or maintaining such pool of the violation, by leaving a copy of an inspection report with the person owning or maintaining such pool. The health officer shall make a second inspection after a lapse of not less than ten days thereafter, and if the reported violation shall not have been remedied such person owning or maintaining said pool shall be subject to the penalties imposed under this chapter and revocation of their license.

Secs. 12-29—12-39. - Reserved.

ARTICLE III. VACANT BUILDINGS

Sec. 12-40. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owner shall mean any person, partnership, association, corporation, fiduciary or other legal entity having legal or equitable title or interest in the real property regulated by this article. There is a rebuttable presumption that the Walker County Appraisal District's records identify the owner of the property and the owner's address. The word "owner" applied to a building or property shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or property. The duties and obligations in this section shall be joint and several among all owners as defined herein and their respective agents.

Properly maintain means to maintain a vacant building and the property where it is located in a clean, safe, secure, and sanitary condition and to take all necessary actions to keep the building and property in full compliance with all federal, state and local laws. It shall also mean that any fire safety system installed in the vacant building shall remain fully operational during vacancy.

Secure shall mean all openings of the building are effectively kept closed to prevent access to the interior by animals, unauthorized persons, and the elements. Measures for securing may include repairing fences and walls,

chaining and locking gates, and repairing doors, windows, or other openings, as required by the city. Boarding broken windows, doors, or openings is not an acceptable means of securing.

Vacant building shall mean any building or structure that is unoccupied or is occupied by a person without a legal right of occupancy. Multi-tenant buildings will be considered vacant if 75 percent or more of the total floor area of the building is unoccupied or occupied by a person without a legal right of occupancy. There is a presumption of vacancy if all lawful uses in the buildings or structures have ceased or reasonably appear to have ceased for more than 90 days.

Sec. 12-41. Purpose.

The purpose of this article is to safeguard life or limb, health, property, and public welfare by regulating and monitoring the status of vacant buildings within this jurisdiction.

Sec. 12-42. Scope.

- 1) The provisions of this article shall apply to all vacant buildings, except as otherwise stated herein.
- 2) This article shall not apply to a vacant building that:
 - a) Has a valid open building permit for construction, remodeling or repair;
 - b) Is being actively marketed for sale or lease for a period of less than nine consecutive months following the date that the building became a vacant building by a licensed real estate broker or an owner who is regularly advertising the property for sale; or
 - c) Is under a contract for sale or lease for a period of less than nine months following the date that the building became a vacant building.

Sec. 12-43. Construction.

- 1) Nothing contained herein shall limit the city's authority to enforce its ordinances. Submittal or acceptance of an application hereunder shall not be considered evidence of or authorization of continued nonconformity in conflict with the city's regulations.
- 2) The Building Official, or their designee, shall have the authority to interpret this division and to adopt policies and procedures to clarify the application of its provisions.

Sec. 12-44. Registration.

- 1) Within ninety (90) days after the time that the building becomes a vacant building, the owner shall register that building by completing and filing with the city a registration form and remitting to the city the required registration fee as set forth in the City of Huntsville fee schedule. On or before October 31 of each year thereafter, the owner of the vacant building shall annually re-register their vacant building using the process outlined in this section. Existing vacant structures, as defined herein, shall be required to register within ninety (90) days of the date this ordinance is adopted.
- 2) The registration form shall include:
 - (a) The street address of each vacant building,
 - (b) The floor plan,
 - (c) The name and address of each owner. The mailing address may not be a P.O. Box. If the property is owned by a corporation, bank, limited liability company, partnership, limited partnership, trust, or real

estate investment trust, the name and address of any of the following shall be provided:

- i) For a corporation, a corporate officer and the Chief Operating Officer;
 - ii) For a bank, the Bank President and the Chief Operations Manager;
 - iii) For a partnership, the Managing Partner;
 - iv) For a limited liability company, the Managing or Administrative Member;
 - v) For a limited partnership, a General Partner;
 - vi) For a trust, a Trustee; or
 - vii) For a real estate investment trust, a General Partner or an Officer.,
- 3) The name and contact information of a designated local agent who can provide access to the building upon request,
 - 4) Proof of liability insurance as required by section 12-45 of this Code,
 - 5) A plan of action for the structure, including:
 - a) The amount of time that the building is expected to remain vacant;
 - b) Marketing efforts and/or planned improvements to render the building occupied or to increase the likelihood that the building will become occupied;
 - c) A plan and timetable for correcting all current violations of City ordinances and state and federal law at the building or its premises. If the owner has entered a work program, they shall abide by the prescribed timeline of the signed program;
 - d) A plan for regular maintenance of the building during vacancy in compliance with City ordinances and state and federal law;
 - e) The measures that will be taken to reduce the adverse impact on the properties surrounding the vacant building during its vacancy, including provisions for lighting, security patrols or security camera system, alarm systems and fire suppression systems or more.
 - (c) The Building Official or his designee shall have the authority to deny a registration or a re-registration if he determines that all requirements for registration have not been met, that the owner has made a false statement as to a material matter in the registration, or if the owner has outstanding fees assessed under this article. Upon such denial, the Building Official or his designee shall deliver written notice of the denial to the owner including the basis for the denial and a statement informing the owner of the right to appeal. Such denial does not extend the deadline set out in this section for registration of a vacant building.
 - (d) If the Building Official or his designee denies a registration or re-registration, the owner may either rectify the issues causing denial and attempt to register again, or the owner may file an appeal with the Board of Adjustments, within 30 days of the owner's receipt of the written notice of denial. Such appeal shall be filed with the Building Official, or their designee, on a form created by the city.
 - (e) A registration of a vacant building issued pursuant to this section is not transferrable. New owners shall submit a new registration upon transfer of ownership.

Sec. 12-45. Required insurance.

- 1) The owner shall procure, prior to registration, and keep in full force and effect at all times during the registration term, a liability insurance policy covering the vacant building and the property on which it is located, including at minimum:

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- a) For commercial properties, commercial general liability insurance coverage including, but not limited to, bodily injury (including death), property damage, premises/operations and personal and advertising injury, protecting the City of Huntsville against any and all claims for damages to persons or property as a result of, or arising out of, the registrant's operation, maintenance, or use of the vacant building, with minimum limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 annual aggregate; and
 - b) For residential properties, liability insurance coverage with minimum limits of not less than \$500,000.00.
- 2) The insurance policy must be written by an insurance company approved by the State of Texas and acceptable to the city and issued in a standard form approved by the Texas Department of Insurance. All provisions of the policy must be acceptable to the city and must name the City of Huntsville and its officers and employees as additional insureds and provide for 30 days' written notice to the Building Official or his designee of cancellation, non-renewal, or material change to the insurance policy.
 - 3) An owner shall provide to the Building Official or his designee an updated certificate of insurance for the vacant building every six months during the period that the vacant building is required to be registered under this article.

Sec. 12-46. Property maintenance.

- 1) The owner of a vacant building shall properly maintain the building and the property where it is located in a clean, safe, secure, and sanitary condition and to take all necessary actions to keep the building and property in full compliance with all federal, state and local laws.
- 2) Any fire safety system installed in the vacant building shall remain fully operational during the period of vacancy.
- 3) The owner shall secure the vacant building at all times by keeping all openings of the building effectively closed to prevent access to the interior by animals, unauthorized persons, and the elements. Measures for securing include, but are not limited to: erecting and/or maintaining fences and walls, chaining and locking gates, and repairing doors, windows, or other openings as originally designed, as required by the city.

Sec. 12-47. Property inspections.

(a)

- 1) For the purpose of ascertaining whether the vacant building is being maintained in compliance with this article and any other applicable law, the Building Official or his designee is authorized at a reasonable time to inspect:
 - a) The exterior of a vacant building;
 - b) The interior of a vacant building, if the permission of the owner, operator, or other person in control of the building is given or a search warrant is obtained; and
 - c) The property upon which a vacant building is located.
 - 2) At the time of registration, the owner shall schedule an inspection of the vacant building by the city, to be executed within 30 days after registration. The Building Official or his designee shall inspect said vacant building and the property where it is located to determine if it is maintained in compliance with this article and any other applicable law. If the owner fails or refuses to schedule an inspection, the city shall schedule an inspection window of up to three consecutive business days, beginning not sooner than one week following the date of registration, and provide written notice of the scheduled inspection window to the owner. The inspection shall be performed during regular business hours.
 - 3) After the initial inspection, the Building Official or his designee shall inspect a vacant building and the property upon which it is located at least once during each 12-month period that the building remains vacant.
 - 4) An owner of a vacant building shall permit the Building Official or his designee perform a lawful inspection of the interior and exterior of a vacant building and the property upon which it is located, for the purpose of
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ensuring compliance with this article and any other applicable law, at reasonable times upon request. The owner commits an offense if he, either personally or through an agent or employee, refuses to permit a lawful inspection of the vacant building as required by this subsection.

- 5) If the vacant building or property where the vacant building is located is not maintained in compliance with this article or any other applicable law, the Building Official or his designee shall issue a written notice of non-compliance to the owner giving them a specific amount of time to resolve the identified violations and schedule a reinspection. If the owner fails or refuses to schedule a reinspection by the resolution date given in the notice of non-compliance, the Building Official or his designee may perform a lawful inspection of the property and vacant building at any time following the resolution date, during regular business hours. If entry to the interior of the building for reinspection purposes is refused, the Building Official or his designee will obtain a search warrant to perform an interior reinspection. A separate fee shall be charged for reinspection. If violations are not resolved by the time of reinspection, the city may seek any remedy provided by law.
- 6) Nothing herein shall limit the city's authority to request additional inspections, pursue other enforcement measures, or take immediate abatement measures as otherwise allowed pursuant to city ordinances and state law.

Sec. 12-48. Violations; penalty.

In addition to any other enforcement remedies that the city may have under other city ordinances or other applicable law, any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction in municipal court, shall be subject to a fine not to exceed \$2,000.00 for each offense, and each and every day such violation continues, it shall constitute a separate offense.

Secs. 12-49—12-59. Reserved.

ARTICLE IV. - DEMOLITION OR REPAIR OF DILAPIDATED, SUBSTANDARD BUILDINGS OR ABANDONED CONSTRUCTION

12-60. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the city building official or his designee or a person employed, appointed, or designated by the city manager for purposes of making inspections, sending notices, and otherwise enforcing the provisions of this article.

Code official means either the building official, the fire code official, or their respective designee.

Fire code official means the fire chief or his designee or a person employed, appointed, or designated by the city manager, charged with the administration and enforcement of the fire code, and making inspections, sending notices, and otherwise enforcing the provisions of this article.

Dangerous building or unsafe building means any structure or building located within the incorporated limits of the city that is:

- 1) In such a state or condition of repair or disrepair that all or any of the following conditions exist:
 - a) Walls or other vertical structural members list, lean, or buckle;
 - b) Damage or deterioration exists to the extent that the building is unsafe;

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- c) Loads on floors or roofs are improperly distributed or the floors or roofs are insufficient strength to be reasonably safe to the purposes used;
 - d) Damage by fire, wind, or other cause has rendered the building or structure dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city;
 - e) The building or structure is so dilapidated, substandard, decayed, unsafe, unsanitary or otherwise lacking in the amenities essential of decent living that the same is unfit for human habitation or is likely to cause sickness, disease or injury or otherwise to constitute a detriment to the health, morals, safety or general welfare of those persons assembled, working, or living therein or is a hazard to the public health, safety, and welfare;
 - f) Light, air and sanitation facilities are inadequate to protect the health, morals, safety or general welfare of persons who assemble, work or live therein;
 - g) Stairways, fire escapes and other facilities of egress in case of fire or panic are inadequate;
 - h) Parts or appendages of the building or structure are so attached that they are likely to fall and injure persons or property;
- 2) Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare of the city's residents;
 - 3) Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is secured or unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
 - 4) Boarded up, fenced or otherwise secured in any manner if:
 - a) The building constitutes a danger to the public even though [sealed] from entry;
 - b) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building to the extent it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
 - c) Defined as a dangerous or unsafe building by the International Property Maintenance Code, published by the International Code Council, Inc.
 - 5) Responsible parties or responsible party means the owner, occupant or person in custody of the building or structure, and any mortgagee or lienholder.

12-61. Chapter 214 adopted.

V.T.C.A. Local Government Code chapter 214 is hereby adopted by the city and made a part of this article. In the event of any conflict or inconsistency between the terms and provisions of this article and chapter 214, the terms and provisions of chapter 214 shall govern and control.

12-62. Unsafe buildings declared a nuisance.

- 1) It shall be unlawful for any person to maintain or permit the existence of any unsafe building in the city; and it shall be unlawful for any person to permit same to remain in such condition.
 - 2) All unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation,
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demolition, or removal in accordance with the procedures provided in this article.

- 3) The code official shall enforce the provisions of this article.

12-63. Inspections and duties of the code official.

The code official shall inspect, or cause to be inspected, every building, or portion thereof, reported to be unsafe. If such building, or any portion thereof, is determined to be unsafe, the code official shall give the responsible parties notice in accordance with the requirements set forth in this chapter. The code official shall further:

- 1) Inspect any building, structure or portion thereof that is or may be unsafe.
- 2) Determined if such building or a portion thereof is dilapidated or substandard, the code official shall initiate proceedings to cause the abatement of the unsafe condition by repair, vacation or demolition or a combination thereof.
- 3) The code official may cause a building to be secured from unauthorized entry if the building is found to be in violation of section 12-60 and is unoccupied or is occupied by persons who do not have a right of possession to the building.
- 4) Before the 11th day after the date the building is secured, notice shall be given to the owner in accordance with section 12-62(a)(7), (b) and (c) stating:
 - a) Identification of the building.
 - b) Description of the violation.
 - c) Statement that the code official will secure or has secured the building(s).
 - d) Owner's entitlement to request a hearing within 30 days of the notice.
- 5) Place a notice on all dangerous buildings reading as follows:
- 6) "This building has been found to be a dangerous building by the city code official. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given to the owners, occupants and persons with interests in the property as shown by the records of the tax appraisal district. It is unlawful to remove this notice until such notice is complied with."
- 7) Perform the other requirements with respect to notification of public hearings as are set forth more specifically in this article.

Make a diligent effort to determine the identity and address of each responsible party. The code official satisfies the requirements of this subsection to make a diligent effort, to use best efforts, or to make a reasonable effort to determine the identity and address of responsible party if the code official searches the following records

- a) County real property records of the county in which the building is located;
- b) Appraisal district records of the appraisal district in which the building is located;
- c) Records of the secretary of state;
- d) Assumed name records of the county in which the building is located;

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- e) Utility records of the city.
- 8) Notice to repair.
- a) Should the code official determine that any building or structure within the incorporated limits of the city is a dangerous building or unsafe building, he shall cause written notification to be sent, by certified mail, and regular U.S. mail, to the responsible parties and all other persons having an interest in the building. Such notice shall contain:
 - i) A description of the building or structure deemed unsafe and the address or legal description of its location;
 - ii) A statement of the specific conditions, violations, or defects which make the building or structure a dangerous building;
 - iii) Notice of the date and time of a public hearing before the board of adjustments to determine whether the building complies with the standards set out in this article;
 - iv) A statement that the owner, lienholder, mortgagee, or persons with a legal interest in the building will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work.
 - b) Such notice is to be served upon the responsible parties on or before the tenth day before the date of the hearing unless the code official determines that the property, building, or structure is in immediate need to be secured, repaired, or abated and the property, building, or structure presents an immediate threat to the health, safety, and welfare of the public. For purposes of providing the minimum notice under this subsection, the notice of dangerous building or dangerous condition of property shall be deemed served upon the responsible parties on the date the notice is deposited with the U.S. Postal Service.
- 9) Sufficiency of notice.
- a) Except when otherwise indicated herein, notice given pursuant to this article shall be deemed properly served upon the responsible parties if a copy thereof is:
 - i) Served upon him personally;
 - ii) Sent by registered or certified mail, return receipt requested, to the last known address of such person as shown in the diligent search conducted pursuant to section 8-71(7); and
 - iii) Sent through regular U.S. mail to the last known address of such person as shown in the diligent search conducted pursuant to section 12-63 (7).
 - b) When the city mails a notice in accordance with this section to a property owner, lienholder, or mortgagee, and the United States Postal Service returns the notice "refused" or "unclaimed", the validity of the notice is not affected, and the notice is considered delivered.
 - c) The city shall file notice of the hearing in the county real property records.

12-64. Duties of the board of adjustments:

- 1) The board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code, shall schedule and hold a hearing and hear testimony from the code official, the owner and other persons having an interest in the dangerous building, and any person desiring to present factual evidence relevant to the unsafe building. Such testimony shall relate to the determination of the question of whether the building

or structure in question is a dangerous building and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner or a person having an interest in the dangerous building shall have the burden of proof to demonstrate the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

- 2) Upon conclusion of the hearing, the board of adjustment shall determine by majority vote whether the building or structure in question is a dangerous building. Upon determination that the building or structure in question constitutes a dangerous building, the board of adjustment shall issue an order:
 - a) Containing an identification of the building and the property on which it is located;
 - b) Making written findings of the violations of the minimum standards that are present at the building;
 - c) Requiring the owner and persons having an interest in the building to repair, vacate, or demolish the building within 30 days from the issuance of such order, unless the owner or a person with an interest in the building establishes at the hearing that the work cannot reasonably be performed within 30 days, in which instance the city council shall specify a reasonable time for the completion of the work; and
 - d) Containing a statement that the city will vacate, secure, remove or demolish the dangerous building and relocate the occupants of the building if the ordered action is not taken within the time specified by the board of adjustments.
- 3) The board of adjustments order shall be delivered by hand delivery or certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders as soon as is practicable after the hearing.
- 4) If the board of adjustments allows the owner or a person with an interest in the dangerous building more than 30 days to repair, remove, or demolish the building, the board of adjustments in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the city code official.
- 5) The board of adjustments may not allow the owner or person with an interest in the dangerous building more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the written order unless the owner or person:
 - a) Submits a detailed plan and time schedule for the work at the hearing; and
 - b) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
- 6) If the board of adjustments allows the owner or person with an interest in the dangerous building more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the board of adjustments shall require the owner or person to regularly submit progress reports to code official to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that the owner or person with an interest in the building appear before the city code official to demonstrate compliance with the time schedules.
- 7) In the event the owner or a person with an interest in a dangerous building fails to comply with the order within the time specified therein, the city may cause any occupants of the dangerous building to be relocated, and may cause the dangerous building to be secured, removed, or demolished at the city's

expense. The city may assess the expenses on, and the city has a lien against, unless it is a homestead as protected by the state constitution, the property on which the dangerous building was located. The lien is extinguished if the property owner or a person having an interest in the building reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice of lien must contain the name and address of the owner of the dangerous building if that information can be determined by a diligent effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city, and the balance due. Such lien is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property.

- 8) In addition to the authority set forth in subsection (7) of this section, after the expiration of the time allotted in the order for the repair, removal, or demolition of a dangerous building, the city may repair the building at its expense and assess the expenses on the land on which the building stands or to which it is attached. The repairs contemplated by this section may only be accomplished to the extent necessary to bring the building into compliance with the minimum standards established by this article, and to the extent such repairs do not exceed minimum housing standards. This section shall be applicable only to residential buildings with ten or fewer dwelling units. The city shall follow the procedures set forth in subsection (7) of this section for filing a lien on the property on which the building is located.
- 9) If repair or demolition is ordered, the code official shall send a copy of the order by certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders within a reasonable period of time after the hearing. Within ten days after the date that the order is issued, the city shall:
 - a) File a copy of the order in the office of the municipal secretary or clerk; and
 - b) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:
 - i) The street address or legal description of the property;
 - ii) The date of the hearing;
 - iii) A brief statement indicating the results of the order (may be a copy of the order); and
 - iv) If not provided in the notice, instructions stating where a complete copy of the order may be obtained.

12-65. Appeal to district court.

- 1) Any responsible party of record aggrieved by an order of a board of adjustments issued under this article and V.T.C.A., Local Government Code § 214.001 may file in district court a verified petition setting forth that the decision is wrong, illegal or not supported by the evidence, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 30 calendar days after the respective dates a copy of the final decision of the municipality is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or such decision shall become final as to each of them upon the expiration of each such 30 calendar day period.
 - 2) Upon an appeal being filed with the district court, the city shall stay all further proceedings, administrative actions, repairs, or demolition regarding the building until a final decision by the courts.
 - 3) The appeal in the district court shall be subject to a de novo court review. The city shall seek a judgment of
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the court finding the building is a public nuisance. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.

- 4) Costs may not be allowed against the city.
- 5) If the decision of the municipality is affirmed or not substantially reversed but only modified, the district court shall allow to the city all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners, lienholders, or mortgagees as well as all persons subject to the proceedings before the city.

12-66. Assessment of expenses and penalties.

- 1) If an appeal has been made to the board of adjustments by any interested party, and if the board of adjustments has held a hearing pursuant to section 12-64 (2) and the time allotted for the repair, removal or demolition of a building under section 12-64 (4) or (5) has expired, then the board of adjustments may, in addition to the authority granted under V.T.C.A., Local Government Code ch. 214 and section 12-64:
 - a) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached; or
 - b) Assess a civil penalty against the responsible party for failure to repair, remove, or demolish the building.
- 2) The city code official shall solicit bids in accordance with the city's purchasing policy to make estimates pertaining to the needed repair, removal or demolition of a building. The code official shall cause to be made an assessment of expenses or civil penalty based on such estimates. The code official shall endeavor to minimize the expenses of any building repairs, removal, or demolition order pursuant to this section.
- 3) The city may repair a building under subsection (a) of this section only to the extent necessary to bring the building into compliance with the minimum standards of the city and only if the building is a residential building with ten or fewer dwelling units. The repairs may not improve the building to the extent that the building exceeds minimum standards prescribed by the city.
- 4) The city shall impose a lien against the land on which the building stands or stood, unless it is a homestead as protected by the state constitution, to secure the payment of the repair, removal, or demolition expenses or the civil penalty. Promptly after the imposition of the lien, the city shall file for record, in recordable form in the office of the county clerk, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.
- 5) The city's lien to secure the payment of a civil penalty or the costs of repairs, removal, or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the city. The city's lien is superior to all other previously recorded judgment liens.
- 6) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten percent a year from the date of the assessment until paid in full.
- 7) In any judicial proceeding regarding enforcement of the city's rights under this section, the prevailing party is entitled to recover reasonable attorney's fees as otherwise provided by statute.
- 8) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.

12-67. Violations.

- 1) The owner of any unsafe building or dangerous building who shall fail to comply with any notice or order to repair, vacate or demolish said building or structure, such notice or order given by the authority of the board of adjustments, shall be guilty of a misdemeanor.
- 2) An occupant or lessee in possession of any unsafe building or dangerous building who fails to comply with any notice or order to vacate such building and fails to repair such building in accordance with an order given by the board of adjustment shall be guilty of a misdemeanor.
- 3) Any person removing the notice of a dangerous building as provided for in section 8-71(5) shall be guilty of a misdemeanor.
- 4) The violation of any provision of this article shall be unlawful and a misdemeanor offense punishable by a fine not exceeding \$2,000.00. Each day a violation of this article continues shall constitute a separate offense.

12-68. Securing dangerous building.

- 1) Should the code official determine that any building or structure within the incorporated limits of the city is a dangerous building, or is unoccupied and unsecured, or is occupied only by persons who do not have a right of possession of the building, he/she shall cause the building to be secured.
 - 2) Before the 11th day after the date the building is secured, the municipality shall give notice to the owner by:
 - a) Personally serving the owner with written notice; or
 - b) Depositing the notice in the United States mail addressed to the owner at the owner's post office address; or
 - c) Publishing the notice at least twice within a ten-day period in a newspaper of general circulation in the county in which the building is located if personal service cannot be obtained and the owner's post office address is unknown; or
 - d) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office address is unknown.
 - 3) The notice must contain:
 - a) Identification, which is not required to be a legal description, of the building and the property on which it is located;
 - b) A description of the violation of the city standards that is present at the building;
 - c) A statement that the city will secure or has secured, as the case may be, the building; and
 - d) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the building.
 - 4) The board of adjustment shall conduct a hearing at which any of the responsible parties may testify and present witnesses and written information about any matter relating to the city's securing of the building, if, within 30 days after the date the code official secures or causes to be secured the building, a responsible party files a written request for the hearing. The board of adjustment shall conduct the hearing within 20
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days after the date the request is filed with the city.

- 5) The city shall impose a lien against the land on which the building stands, unless it is a homestead, to secure the payment of the cost of securing the building. Promptly after the imposition of the lien, the city shall provide notice to the responsible parties of the lien and file for record, in recordable form in the official public records of the county, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.

Sec. 12-69. Abandon Construction.

- 1) The building official shall order the owner of any premises upon which is located any building, structure, or portion thereof, whether permanent or temporary;
 - a) for which a permit was required but never issued, or;
 - b) For which a certificate of occupancy was not obtained and on which there has been a cessation of normal construction for a period of more than one year as determined by the building official, to raze and remove such structure. Such structure is declared to be a public nuisance.
 - 2) The written demolition order issued by the building official/fire code official shall be sent to the owner and each lienholder and mortgagee and shall afford the owner, along with each lienholder and mortgagee, at least 30 days but no more than 60 days to raze and remove the affected structure. Notifications shall comply with section 12 – 62.
 - 3) If, after the building official/fire code official has complied with the notice requirements as described in subsection (b), the owner or any lienholder and mortgagee do not request a hearing for review of the demolition order within the specified time, the demolition order shall be deemed final.
 - 4) If a hearing to review the demolition order is requested, the hearing shall be presided over by the Board of Adjustments. At the hearing, the owner and each lienholder and mortgagee shall be given the opportunity to be heard, to present testimony from other persons, to admit documents, and to confront and cross-examine any witnesses. If the Board of Adjustments finds in favor of the owner or any lienholder or mortgagee, the demolition order shall be extinguished. If the Board of Adjustments finds against the owner or any lienholder or mortgagee, the demolition order shall remain in full force and effect and be deemed final. The Board of Adjustments shall have the power to fashion other reliefs as would be equitable.
 - 5) If the demolition order is deemed final and the owner of the premises fails to comply with the demolition order within the time prescribed in the order, the building official/fire code official shall cause the structure to be razed and removed. If the city incurs expenses under this section, the city shall assess the expenses on the property, and the city shall have a lien against the property. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded in the office of the Walker County clerk. The notice must contain the name and address of the owner if that information can be determined with reasonable effort, a legal description of the real property, the amount of the expenses incurred by the city and the balance due. The lien is a privileged lien on the property involved, second only to tax liens, and shall accrue interest at the rate of ten percent per annum from the date such payment is due.
 - 6) Should the city raze and remove any structure in accordance with this section, the city shall have the right to sell the salvage and valuable materials to reimburse the city for the expenses associated with the demolition.
 - 7) As used in this section, "normal construction" means the systematic progress towards completion of construction, as described in the permit, in a manner that is consistent with the usual practices for the
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specific type of construction and occupancy. "Normal construction" does not include occasional activity or nominal work.

Secs. 12-70—12-94. Reserved.

ARTICLE IV. TRENCH CONSTRUCTION

Sec. 12-95. City contracts.

The city manager and city engineer are hereby directed to require detailed plans and specifications for trench systems that meet Occupational Safety and Health Administration standards in bid documents and the contract for construction projects in which trench excavation will exceed a depth of five feet. The plans and specifications shall include a pay item for these same safety systems.

Sec. 12-96. Plans and specifications.

No person shall enter into a contract for a construction project in the city or its extraterritorial jurisdiction in which trench excavation will exceed a depth of five feet unless the bid documents and the contract include detailed plans and specifications for trench safety systems that meet occupational safety and health administration standards and these plans and specifications include a pay item for these same safety systems.

Sec. 12-97. Commission of offense.

A person commits an offense if the person works in a trench excavation that exceeds a depth of five feet unless the trench is protected by a trench safety system that meets the Occupational Safety and Health Administration standards.

Secs. 12-98—12-123. Reserved.

ARTICLE V. ELECTRICITY

Sec. 12-124. Purpose.

The purpose of this Code is the practical safeguarding of persons and property from hazards arising from the use of electricity. This Code is not intended as a design specification or an instruction manual for untrained persons. To accomplish this, the requirements set forth herein establish minimum standards for electrical work in the city. These provisions are considered necessary for the safe installation and ongoing maintenance of electrical equipment, systems and facilities, ensuring a consistent level of safety throughout the city.

Sec. 12-125. Installation standards.

- 1) In every case where no specific type or class of material, or no specific standard of construction is prescribed by the statutes of the state, installation shall be made in conformity to the standards provided by the National Electrical Code, the most current edition and amendments adopted by the State of Texas, a copy of which is on file in the Central Inspections office.
- 2) All electrical equipment installed or used shall conform to the provisions of this article, applicable state statutes, and recognized safety standards.

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- 3) Unless otherwise disapproved by this article, state statute, or any order, rule, or regulation issued by authority thereof, compliance with the standards of Underwriters' Laboratories, Inc., as approved by the American National Standards Institute, and other electrical provisions approved by the American National Standards Institute shall constitute prima facie evidence of conformity with approved safety standards.
 - 4) The provisions of this section shall not apply to equipment owned and operated by an electrical supply or communication utility in the generation, transmission, or distribution of electricity, or for communication and signal operations.

Sec. 12-126. Additional rules and regulations.

- 1) All work shall be installed in a professional and skillful manner. Slipshod work or work not in keeping with good electrical practice shall be classed as defective and shall be immediately corrected by persons causing same.

Sec. 12-127. Application for inspection and permit.

- 1) Permits required.
 - a) A person commits an offense if he installs, alters, or adds any electrical wiring or electrical equipment within or to any building, structure, or premises within the city without a permit.
 - i) A master electrician shall be responsible for all electrical work performed under their license. A master electrician is not required to be present on a commercial job site if a licensed journeyman electrician is employed by the master electrician and is present at the site where the electrical work is being performed. On new construction of a single-family dwelling, a licensed residential wireman may serve as the master electrician's on-site representative. Any electrical work performed without the required licensed individual on site shall constitute a violation of this section.
 - ii) Electrical work on an electrical sign or related equipment shall be performed by a licensed master sign electrician, journeyman sign electrician, or master electrician. A licensed individual, as referenced above, must be present at the job site at all times while such work is being performed.
 - b) Permits shall be issued only to the following:
 - i) Any master electrician or master sign electrician holding a valid license issued by the state in the city and in charge of the proposed work; or
 - ii) Any residential property owner, for electrical work to be done by him/her, on his/her residential property occupied by him/her as his/her homestead.
- 2) No permit is required to perform any of the following classes of electrical work:
 - a) The installation, alteration, or repair of electrical equipment for the operation of signals or for the transmission of intelligence by a communication agency.
 - b) Electrical work done by anyone who is regularly employed (minimum 40 hours per week) as or acting as a maintenance man or maintenance engineer, incidental to and in connection with the business in which he is employed, and who does not engage in the occupation of an electrician for the general public. All electrical maintenance work and service shall be subject to inspection. The building official shall be authorized to require maintenance work to be permitted and performed by a master electrician when, in the building official's opinion, unusual or specific hazards exist.
 - c) The installation, alteration or repair of electrical equipment installed by or for an electrical supply agency for the use of such agency in the generation, transmission and distribution of electricity.

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- 3) Application for such inspections and permit describing the work to be done shall be made in writing, accompanied by plans and specifications when required, and submitted to the city building official by the master electrician, electrical contractor, master sign electrician, or electrical sign contractor responsible for the work. Upon approval of submitted documents, the master electrician or master sign electrician will be responsible to obtain the necessary permit. The electrician shall be responsible for notifying the city building official when an inspection is desired.
 - 4) On all applications where plans and specifications require installation above the minimum standards, as set forth in this Code, the plans and specifications shall accompany the application for permit. No deviation may be made from such plans and specifications without the written approval of the owner, architect or engineer of record. On all applications where plans and specifications do not meet the minimum requirements as set forth in this Code, the master electrician, licensed architect or engineer shall alter accordingly, before permits shall be granted.
 - 5) All applications for inspections shall be accompanied by inspection fees as established by ordinance from time to time.
 - 6) Master electricians and electrical sign contractors shall at all times keep the city building official notified of the progress of their work and shall request inspections as the work progresses. Upon receipt of an application requesting inspection, the city building official shall inspect or cause to be inspected said work within 48 hours after receiving the application. Saturdays, Sundays and holidays are not included in this time. After inspecting the electrical wiring covered by an application obtained by the master electrician, the city inspector shall leave a report which shall state that the work has been inspected and approved or that it is not approved and must be held open for correction. No person, including the master electrician, general contractor or his representative, shall conceal any wiring until they are informed that such wiring has been approved by the city building official.
 - 7) The master electrician and electrical sign contractor shall have electrical work installed by him inspected before such work is covered or concealed. All cabinets and panel board covers or trims shall be left off for final inspection, and any fitting or cover that conceals any wiring which may hinder the proper inspection of electrical work shall be removed by the master electrician.
 - 8) Master electricians and electrical sign contractors making extensions or additions to existing electrical systems shall, before proceeding with such work, ascertain from the city building official whether any of the old work must be changed or must be brought up to the requirements of this article.
 - 9) It shall be unlawful for any utility provider operating in the city to furnish current to any building, tent, structure or outdoor wiring of any kind, nature or description without first obtaining a clearance from the city building official, stating that such wiring is approved and a permit has been issued for the use of current. Whenever any service is discontinued to any building structure for any cause whatever (excepting nonpayment of bill) a clearance will be necessary before each building or structure can be reconnected. Any time a building is vacated, the city building official may make certain that there have not been any unauthorized additions made to the wiring of such building that might create a fire hazard, or that the wiring has not become in such a condition as to be hazardous.
 - 10) Whenever any electrical conductor or electrical material in or on any building or any electrical conductor on any pole line or any conductor underground becomes, or is in a condition that is dangerous to life or property, the city building official is hereby empowered to condemn, disconnect and cause the owner of such conductor or material to immediately correct the same or have it removed.

Sec. 12-128. Permit Fees.

- 1) Fees for electrical permits shall be established by ordinance from time to time.
- 2) Additional trips. In case the city building official is required to make more than one trip from his office for the purpose of inspecting any work on account of violation of rules, wrong address or any other irregularities

caused by the master electrician or his agent, a charge as established by ordinance from time to time shall be made for each additional trip.

Sec. 12-129. Prerequisites to engaging in electrical work; licenses.

- 1) Every person before engaging in the business of doing work of installing, repairing or removal of electrical wiring and equipment shall comply with each and every provision of this article, except as otherwise provided.
- 2) Secure an appropriate license as required by the state V.T.C.A., Occupations Code § 1305.151 and administered by the state department of licensing and regulation.
- 3) Register annually with the city as a master, journeyman, residential wireman, master sign, journeyman sign or maintenance electrician.

Sec. 12-130. Penalties.

Any person who shall violate any of the provisions of this article, or who shall fail to comply with same, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

Sec. 12-131. Liability for damages.

This article shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment, for damages to persons or to property caused by any defect therein, nor shall the city or any officer or employee of such city be held as assuming such liability by reason of the inspection or reinspection authorized herein, or the certificate or disapproval of any equipment authorized herein.

Sec. 12-132. Investigation fees in certain cases.

All electrical permit, inspection, fixture and appliance fees shall apply except that if any person shall make application for permit as provided herein, after the work has been started or after the work has been partially completed or concealed, such person shall pay an investigation fee that is 2 times the fee which would ordinarily be required. These investigation fees shall be paid by the person to whom the permit is issued under the terms and provisions of this article.

Exhibit A

Chapter 12- BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE I.- IN GENERAL

Secs. 12-1—12-18.- Reserved.

ARTICLE II.- BUILDING CODES²

Sec. 12-19.- Codes adopted by reference.

- (a) (a)—The book entitled "International Building Code, 20212024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the building code of the city as fully as if copied at length in this article, and the provisions thereof shall be controlling in the construction of all buildings and other structures within the corporate limits of the city.
- (b) (b)—The book entitled "International Property MaintenanceResidential Code, 20212024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the housingresidential code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for occupancy of buildings.
- (b) (c)—~~The book entitled "International Energy Code, 2015 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office.~~
- (d) (d)—~~The book entitled "International Mechanical Code, 2021 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the mechanical code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for the design, construction or installation, repair or alterations of mechanical systems.~~
- (c) (e)—The book entitled "International Plumbing Code, 20212024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this

¹State law reference(s)—Municipal regulation of housing and other structures, V.T.C.A., Local Government Code § 214.001 et seq.; time for issuance of building permit, V.T.C.A., Local Government Code § 214.904.

²State law reference(s)—International residential code, V.T.C.A., Local Government Code § 214.212; National Electrical Code applicable statewide for construction in municipalities, V.T.C.A., Local Government Code § 214.214; International Building Code as statewide municipal commercial building code, V.T.C.A., Local Government Code § 214.216; home-rule municipality may require buildings comply with energy conservation standards, V.T.C.A., Local Government Code § 214.901; municipal authority concerning plumbing and house draining, V.T.C.A., Local Government Code § 214.012; municipality may adopt rehabilitation code, V.T.C.A., Local Government Code § 214.215.

section, is on file in the city secretary's office, is hereby adopted as the plumbing code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for plumbing work in the city.

- (d) (f) — The book entitled "International Fuel Gas Code, ~~2021~~2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is adopted as the fuel gas code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for the design, construction, installation, repair or alteration of gas piping systems and gas appliances.
- (e) (g) — The book entitled "International ~~Residential~~Mechanical Code, ~~2021~~2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the residentialmechanical code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for the design, construction or installation, repair or alterations of mechanical systems.
- (f) The book entitled "International Energy Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the energy code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for energy conservation of buildings and systems.
- (g) The book entitled "International Existing Building Code, 2024 Edition." a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the existing building code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for ~~residential work in the city; the repair, alteration, change of occupancy, addition to and relocation of existing buildings in the city.~~
- (h) (h) — The book entitled "International Property Maintenance Code, 2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the housing code of the city as fully as if copied at length in this article, and the provisions thereof shall establish the minimum standards for occupancy of buildings.
- (i) The book entitled "International Swimming Pool and Spa Code, ~~2021~~2024 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the swimming pool and spa code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for commercial swimming pools and spas in the city.
- (i) — ~~The book entitled "International Existing Building Code, 2021 Edition," a copy of which, authenticated by the signatures of the mayor and city secretary, and made a public record by this section, is on file in the city secretary's office, is hereby adopted as the existing building code of the city as fully as if it was copied at length in this article, and the provisions thereof shall establish the minimum standards for the repair, alteration, change of occupancy, addition to and relocation of existing buildings in the city.~~
- (Code 1961, § 9.02.01; Ord. No. 81-31, § 1, 7-7-1981; Ord. No. 82-25, § 1, 11-2-1982; Ord. No. 86-19, § 1, 7-15-1986; Ord. No. 87-39, § 1, 12-8-1987; Ord. No. 87-40, § 1, 12-8-1987; Ord. No. 91-16, § 1, 8-6-1991; Ord. No. 97-35, 11-25-1997; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 2, 8-16-2011; Ord. No. 2012-18, § 2, 3-6-2012; Ord. No. 2017-43, § 2(Exh. A), 11-21-2017; Ord. No. 2018-03, § 2(Exh. A), 11-21-2017; Ord. No. 2018-07, § 2(Exh. A), 11-21-2017; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

Sec. 12-20.- Amendments to the International Building Code.

The following sections of the International Building Code-

~~The International Building Code is~~ are amended as follows:

(1) (1)—Section ~~101.2.1~~ Scope and Application is hereby ~~added~~amended as follows:

Section 101.2.1. Appendices. The following appendices are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes:

Appendix C—Group U - Architectural Buildings.

~~Appendix D—Fire Districts.~~

Appendix F—Rodent Proofing.

Appendix J—Grading.

Appendix P—Sleeping Lofts.

(2)– Section ~~3409.1~~105 Permits is hereby amended as follows:

105.1 Required. Any owner or authorized agent who intends to read: construct, enlarge, alter, repair, move, demolish, change commercial tenant or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, or to erect or construct a sign of any description, or to install or alter fire extinguishing systems, or to move, change, or construct an access to or from any public street from a driveway including repair, removal or installation of curbs or culverts, the installation of which is regulated by this or other codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

(a) A person commits an offense if he commences any work on a building or structure before obtaining a building permit.

(b) A building permit for new construction or remodel construction shall not be issued unless the contractor requesting the permit is registered with the city. See "Schedule of Fees." ~~3409~~

105.2 Work exempt from permits. Delete (5), (6), (8), (10), - add to (2). "However, all new and existing fences shall be maintained".

(3) Section 107 Construction Documents is hereby amended as follows:

107.2.6 Site plan, Site Survey and Site Improvement Survey. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale

the size and location of new construction and existing structures on the site, distance from lot lines, the established street grades, proposed finished grades, all existing and proposed easements, storm sewers, natural drains, waterlines, sewer lines, location of water and sewer connections, landscaping and parking; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Required site/form surveys. Prior to inspections involving footings, foundations, concrete slabs or any item requiring under-floor inspection, the building official shall require a site/form survey prepared by a registered professional land surveyor showing the location and elevation of placed forms to be inspected.

Required Site Improvement Survey. Prior to approval of a final building inspection, the building official may require a site improvement survey, prepared by a registered professional land surveyor, showing the location of all improvements on the site and drainage topographical data.

107.6 No building permits shall be issued unless adequate water and sewer service is available to the property or suitable arrangements have been made for obtaining water and sewer service to the building site. The city engineer shall certify on said drawing when same is submitted to the building official that the requirements of this paragraph have been made; otherwise, said permit shall not be issued by the building official.

107.7. Plat diagram. No building permit shall be issued unless adequate information is furnished showing the proposed vertical elevation of the finished floor of the structure in respect to the street and lot corners and proof that the building is not subject to flooding by stormwater. The city engineer may require additional engineering data, prepared by a registered professional engineer, indicating the calculated 100-year high water elevation of creeks or drainage channels when the building is proposed to be placed near the floodplain of the channel. Finished floor elevations of proposed buildings near the floodplain of a creek or drainage channel shall be a minimum of 2 foot vertically above the calculated 100-year high water elevation.

107.8 Drainage Plan / Control of surface water runoff

For the purpose of development, it shall be a condition of every permit that the alterations and improvements authorized thereunder shall not be permitted to adversely impede the natural flow of surface waters from higher adjacent properties, nor to adversely discharge them upon any properties at a more rapid rate, in greater quantities or in a different location that would have resulted prior to the permitted improvements. For the purpose of this section, controlling surface water runoff so as not to exceed predeveloped rates or patterns shall be known as "no adverse impact". Approval of drainage plans or the issuance of a certificate of occupancy shall not be construed as an approval of a violation of state laws governing the diversion or pooling of surface water run off or any provisions of this code or of other ordinances of the City of Huntsville.

Any person who violates a provision of this section shall be subject to the “Violation Penalties” of this code.

107.8.1 Drainage Plan

Control of surface water runoff shall be represented and demonstrated by means of a Drainage Plan prepared using data based on site specific topography and providing sufficient clarity in the plan, that when constructed, the improvements or alterations will control the surface water runoff with no adverse impact to any other properties, including public Right-Of-Ways.

Drainage plans shall be either:

- a) an Engineered Drainage Plan. This plan shall be prepared by a Professional Engineer licensed to practice in the State of Texas. This plan will achieve the appropriate control of surface water runoff so as to cause no adverse impact to other properties or;
- b) a Non-Engineered Drainage Plan. This plan may be prepared by any individual capable of producing a plan that will achieve the appropriate control of surface water runoff so as to cause no adverse impact to other properties.

All drainage plans shall be drawn to scale, provide pre-developed topographical elevations and contours, show existing and proposed structures and the proposed post-development topographical elevations and contours. All plans shall contain a statement that specifies that the development shall not increase, impede, impound or block the existing flow of drainage on or from other properties.

The type of plan required to be submitted is dependent upon the conditions present at the development site and defined in this section, The Building Official is authorized to determine the final level of detail required in the design of a drainage plan including the requirement to provide engineered drainage plans.

107.8.2 Conditions Requiring No Drainage Plan

- a) A drainage plan may not be required if the proposed development does not require a cut or fill of the existing grade, impede the natural flow of surface waters from higher adjacent properties, nor to adversely discharge them upon any properties at a more rapid rate, in greater quantities or in a different location that would have resulted prior to the proposed improvements.
- b) The proposed development is in a platted residential subdivision with an existing approved drainage plan and the contours are not being altered or the site development will not disturb or alter existing drainage patterns or velocity.

107.8.3 Condition Requiring Non-Engineered Drainage Plans

At a minimum, a non-engineered drainage plan shall be provided for site development that will alter existing drainage patterns and/or velocity due to elevation changes of one (1) foot to two (2) feet on any portion of the site by grading, excavations or adding fill material. Additionally, the site shall not have any grades in excess of 4:1.

107.8.4 Condition Requiring Engineered Drainage Plans

An engineered drainage plan shall be required when proposed development contain any of the following elements:

- a) The proposed development is located within a Special Flood Hazard Area (SFHA);
- b) site development that will alter existing drainage patterns or velocity due to elevation changes greater than two (2) feet on any portion of the site by grading, excavations or adding fill material;
- c) sites that have any grades in excess of 4:1;
- d) the site includes an established wet-weather waterway or all-weather waterway;
- e) the site contains any drainage easements.

107.8.3 Compliance with Drainage Plans and No Adverse Impact

Compliance with drainage plans and site improvement grading shall be verified with a site improvement survey demonstrating no adverse impact to adjacent properties before the foundation is installed.

(4) Section 109 Fees is amended as follows:

109.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. .

- a. Permit fees. Permit fees shall be as established by ordinance from time to time.
- b. Moving of building or structures. For the moving of any building or structure, the fee shall be as established by ordinance from time to time.
- c. Demolition of building or structures. For the demolition of any building or structure, the fee shall be as established by ordinance from time to time.
- d. For each inspection requested and made which requires a reinspection, a fee as established by ordinance from time to time shall be charged for each reinspection made.
- e. Valuations of commercial and residential structures shall be based upon the value submitted by the developer/builder or the value of the appropriate construction type shown on the most recent ICC Building Valuation Data Sheet, whichever is greater.

(5) Section 113 Means of Appeal is amended as follows:

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

113.3 Qualifications. Delete section 113.3.

(6) Section 114 Violations is amended as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.—

(7) Section 202 Definitions is amended as follows:

Historic Buildings.—The provisions of the International Building Code (~~other than chapter 34~~) relating to the alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified as Recorded Texas Historic Landmarks, National Historic Landmarks, or buildings entered into the National Register of Historic Places, or qualified as such by the building official. It is further provided, however, that:

- a. —Such buildings or structures are judged by the city building official to be safe;
- b. —The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(8) Figures 1608.2 is amended by adding:

City of Huntsville five lbs./sq. ft.

(9) Figure 1609.3(1) is amended by adding:

City of Huntsville 100 mph.

(10) Appendix J Grading is amended as follows:

Section J103 is amended by adding paragraph J103.3, to read:

J103.3 Grading permit fees. A fee, as established by ordinance from time to time.

Sec. 12-21. - Amendments to the International Residential Code.

The International Residential Code is amended as follows:;

(1) Section 101 Scope and Application is hereby amended as follows:

c. ~~The owner complies with the requirements of article III~~Section 101.2.1. Appendices. The following appendices are intended for enforcement and are made a part of this chapter.

(3) ~~Section 116 is amended to read:~~

~~116—Unsafe Buildings. All buildings or structures which are unsafe, unsanitary, or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, or which, regardless of its structural condition, is unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children, are hereby declared dangerous substandard buildings~~code ~~and may be vacated, secured, repaired, removed or demolished by the city's building official. All such unsafe buildings are hereby declared illegal~~adopting ordinance for all intents ~~and shall be abated by repair and rehabilitation or by demolition, in accordance with the provisions of Article III of this chapter.~~ purposes:

(4) ~~Appendix BB Tiny Houses~~

Appendix BC Accessory Dwelling Units (ADU)

(2) Delete Section 103 Code Compliance Agency.

(3) Section 105 Permits is hereby amended to read: as follows:

~~105.1—Application for permit.~~

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, change commercial tenant or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, or to erect or construct a sign of any description, or to install or alter fire extinguishing systems, or to move, change, or construct an access to or from any public street from a driveway including repair, removal or installation of curbs or culverts, the installation of which is regulated by this or other codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.2 ~~delete Work exempt from permits. Delete~~ (5), (6), (8), (10), ~~—~~ add to (2). “However, all new and existing fences shall be maintained.”

(5) ~~R105.7 Placement of permit. The building permit or a copy shall be kept on the site of the work until the completion of the project and shall be visible from the right-of-way.~~

(4) Section 107~~106 Construction Documents~~ is hereby amended ~~in part to read: as follows:~~

~~107106.2.6~~ Site plan~~-, Site Survey and Site Improvement Survey.~~ The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distance from lot lines, the established street grades, proposed finished grades, all existing and proposed easements, storm sewers, natural drains, waterlines, sewer lines, location of water and sewer connections, landscaping and parking; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Appendix B is amended to read:

~~*B101.3—Membership of board.* Each member shall be appointed to a two-year term of office. Members are appointed by the Mayor with approval of the City Council.~~

~~*B101.3.1—Qualifications.* There is hereby established a board to be called the board of adjustments and appeals, which shall consist of five members. Such board shall be composed of three persons with technical background in building design or construction or experience in the building trades industry, and two other citizens. The mayor (chief appointing authority) shall appoint board members with the approval of the city council.~~

~~*B101.5.3—Postponed hearing.* Three members of the board shall constitute a quorum. In varying the application of any provision of this code or in modifying an order of the building official, affirmative votes of the majority present, but not less than three affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.~~

(6)—Section 109 is amended to read:

~~*109.2—Schedule of Permit Fees.*~~

- ~~a. — Permit fees. Permit fees shall be as established by ordinance from time to time.~~
- ~~b. — Moving of building or structures. For the moving of any building or structure, the fee shall be as established by ordinance from time to time.~~
- ~~c. — Demolition of building or structures. For the demolition of any building or structure, the fee shall be as established by ordinance from time to time.~~
- ~~d. — For each inspection requested and made which requires a reinspection, a fee as established by ordinance from time to time shall be charged for each reinspection made.~~
- ~~e. — Valuations of commercial and residential structures shall be based upon the value submitted by the developer/builder or the value of the appropriate construction type shown on the most recent ICC Building Valuation Data Sheet, whichever is greater.~~

~~*110.3.1.1* is added to read as follows:~~

Required site/form surveys.—Prior to inspections involving footings, foundations, concrete slabs or any item requiring under-floor inspection, the building official shall require a site/form survey

prepared by a registered professional land surveyor showing the location and elevation of placed forms to be inspected.

~~Appendix B~~ Required Site Improvement Survey. Prior to approval of a final building inspection, the building official may require a site improvement survey, prepared by a registered professional land surveyor, showing the location of all improvements on the site and drainage topographical data.

(5) Section 108 Fees is amended ~~to read:~~ as follows:

~~B101.2—Membership of board.~~ Each member shall be appointed to a two-year term of office. Members are appointed by the Mayor with approval of the City Council.

~~B101.2.2—Qualifications.~~ There is hereby established a board to be called the board of adjustments and appeals, which shall consist of five members. Such board shall be composed of three persons with technical background in building design or construction or experience in the building trades industry, and two other citizens. The mayor (chief appointing authority) shall appoint board members with the approval of the city council.

~~B101.3.3—Postponed hearing.~~ Three members of the board shall constitute a quorum. In varying the application of any provision of this code or in modifying an order of the building official, affirmative votes of the majority present, but not less than three affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.

(7)——R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the fee schedule as established by ordinance from time to time.

a. Moving of building or structures. For the moving of any building or structure, the fee shall be as established by ordinance from time to time.

b. Demolition of building or structures. For the demolition of any building or structure, the fee shall be as established by ordinance from time to time.

c. For each inspection requested and made which requires a reinspection, a fee as established by ordinance from time to time shall be charged for each reinspection made.

d. Valuations of commercial and residential structures shall be based upon the value submitted by the developer/builder or the value of the appropriate construction type shown on the most recent ICC Building Valuation Data Sheet, whichever is greater.

(6) Section 113112 Means of Appeal is amended as follows:

~~113.1 General.~~ ~~In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.~~ 112.1 General.

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

~~113.3 Qualifications.~~ Delete section 113.3. 112.3 Qualifications.

(87) Section ~~114.4~~ 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

~~(8) 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

(9) Section ~~D101.1.1~~ 1202 Definitions is amended to read: as follows:

Historic Buildings. The provisions of the International Residential Code relating to the alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified as Recorded Texas Historic Landmarks, National Historic Landmarks, or buildings entered into the National Register of Historic Places or qualified as such by the building official. It is further provided, however, that:

a. Such buildings or structures are judged by the city building official to be safe;~~Section D101.1.1. For the purpose of this code, the fire district is established as follows:~~

Beginning at the intersection of the east line of Avenue N and the south line of 10th Street;
Thence easterly along said south line of 10th Street to the west line of Avenue J;
Thence southerly along said west line of Avenue J to the north line of 13th Street;
Thence westerly along said north line of 13th Street to the east line of Avenue M;
Thence northerly along east line of Avenue M to the point of beginning.

(10) — Figure 1608.2

b. The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(9) Table R301.2 Climate and Geographical Design Criteria is amended by adding:

City of Huntsville Ground Snow Load – (5) five lbs./sq. ft.

~~(11) Figure 1609 is amended by adding:~~

City of Huntsville Wind Design Speed – 100 mph.

~~(12) Section 3107—Delete section 3107.~~

~~(13) Chapter 11—Delete chapter 11.~~

~~(Code 1961, § 9.02.02; Ord. No. 94-13, 5-10-1994; Ord. No. 97-35, 11-25-1997; Ord. No. 2000-19, 9-26-2000; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-02, 1-3-2006; Ord. No. 2006-22, § 9.02.02(109.3.05), 10-3-2006; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2017-43, § 2(Exh. A), 11-21-2017; Ord. No. 2019-50, § 2(Exh. A), 9-17-2019; Ord. No. 2020-35, § 2(Exh. A), 8-4-2020; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021; Ord. No. 2022-31, § 2(Exh. A), 11-1-2022)~~

Seismic Design Category – 2A

Weathering – Negligible

Frost Depth – 12”

Termites – Yes

Ice Barrier Underlayment Requirement – No

Flood Hazard – Refer to Flood Insurance Rate Maps (FIRMs) published by FEMA via the National Flood Insurance Program.

Mean Annual Temp – 68 degrees Fahrenheit.

Sec. 12-~~21. 22.~~ - Amendments to ~~International Building Code, appendix J.~~

Appendix J of the International Building~~Plumbing~~ Code is amended as follows:

~~Section J103~~The International Plumbing Code is amended as follows:

(1) Section 101—Scope and General Requirements is amended as follows:

101.2.1 Appendices. The following appendices are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes:

Appendix C—Structural Safety~~by adding paragraph J103.3,~~

(2) Section 102 Applicability is amended as follows:

102.6—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to ~~read: the alteration, repair, enlargement, restoration or relocation of~~ plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered

into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

~~1103.3 Grading permit~~1) Such buildings or structures are judged by the city building official to be safe;

2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(3) Delete Section 103 Code Compliance Agency.

(4) Section 108 Fees is amended as follows:

108.2 Schedule of Permit Fees. Permit fees. ~~A fee, as shall be~~ established by ordinance from time to time.

108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit. (Code 1961, § 9.02.04; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2017-43, § 2(Exh. A), 11-21-2017)

(5) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(6) Section 114 Violations is amended as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(7) Section 301 General is amended as follows:

301.3 Connections to drainage system. Plumbing fixtures, drains, appurtenances and appliances used to receive or discharge liquid waste or sewage shall be directly connected to the sanitary drainage system of the building or premises, in accordance with the requirements of this code. This section shall not be construed to prevent indirect waste systems required by Chapter 8.

If water closets or other plumbing fixtures are installed in buildings where there is no sewer within 300 feet of the property line of the tract, suitable provision shall be made for disposing of the building sewage by an approved method of sewage treatment and disposal.

(8) Section 602 Water Required is amended as follows:

602.3 Individual water supply. Where a potable public water supply is located within 300 feet of a development, it shall be utilized as the water supply. If not available within 300 feet, alternative sources identified in section 602.3.1 may be considered and must be approved by the code official.

(9) Section 1003 Interceptors and Separators is amended as follows:

1003.1 Where required. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system or the sewage treatment plant or processes. When required by the code official, a sample well shall be installed on the outside of the building after the interceptor or separator on the building sewer.

Sec. ~~12-22.~~ 23. - Amendments to the International Fuel Gas Code.

The International Fuel Gas Code is amended as follows:

(1) Section 102.6 is amended to read:

102.6—Special Historic Buildings. The provisions of the International Fuel Gas Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration, or relocation of gas installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

1. Such buildings or structures are judged by the city building official to be safe;
2. The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(2) Delete Section 103 Code Compliance Agency.

(3) Section 108 Fees is amended as follows:

108.2 Schedule of Permit Fees. Permit fees shall be as established by ordinance from time to time.

108.6 Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(5) Section 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

Sec. 12-24. - Amendments to the International Mechanical Code.

The International Mechanical Code is amended as follows:

(1) Delete Section 103 Code Compliance Agency.

(2) Section 104 Duties and Powers of the Code Official is amended as follows:

Section 104.10 Required Licenses. Persons performing air conditioning and refrigeration work must be licensed by and in accordance with the state department of licensing and regulation and shall register annually with the city, see "Schedule of Fees."

(3) Section 108 Fees is amended as follows:

108.2 Fee schedule. Permit fees shall be established by ordinance from time to time.

108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be

and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(4) Delete Section 113 Board of Appeals.

(5) Section 114 Violations is amended as follows:

Delete section 114.3.

Section 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

Sec. 12-25. - Amendments to the International Energy Conservation Code.

The International Energy Conservation Code is amended as follows:

(1) Delete Section 103 Code Compliance Agency.

(2) Section 106 Fees is amended as follows:

106.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority in accordance with the fee schedule as established by ordinance from time to time.

106.6 Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(3) Section 107 is amended as follows:

107.7 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(4) Section 109 Means of Appeals is amended as follows:

109.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 109.3 Qualifications.

Sec. 12-26. - Amendments to the International Existing Building Code.

The International Existing Building Code is amended as follows:

(1) Section 102 Applicability is amended as follows:

102.3—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

1) Such buildings or structures are judged by the city building official to be safe;

2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(2) Delete Section 103 Code Compliance Agency.

(3) Section 108 Fees is amended as follows:

108.2 Schedule of Permit Fees. Permit fees shall be established by ordinance from time to time.

108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 112 Means of Appeals is amended as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

Delete Section 112.3 Qualifications.

(5) Section 113 Violations is amended as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(6) Section 202. Amend section 202, Definitions, to change or add the following definitions:

Code Official: The city's building official.

Sec. 12-27. - Amendments to the International Property Maintenance Code.

The International Property Maintenance Code shall be amended as follows:

(1) Section 102 Applicability is amended as follows:

102.7—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:

1) Such buildings or structures are judged by the city building official to be safe;

2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.

(2) Delete Section 103 Code Compliance Agency.

(3) Section 104 Fees is amended as follows:

104.1 Schedule of Permit Fees. Permit fees shall be established by ordinance from time to time.

104.2 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.

(4) Section 106 Means of Appeal is amended as follows:

106.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.

Delete 106.3 Qualifications.

(5) Section 107 Violations is amended as follows:

107.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(6) Delete Section 108.

(7) Section 302 is amended as follows:

Section 302.4, add 10 inches to the jurisdiction height.

(8) Section 302 is amended as follows:

302.10. All exterior properties shall be kept free of furniture and/or appliances manufactured and intended for indoor use.

Exception: Commercial retail or wholesale establishments may place such furniture and/or appliances exterior to their building during open business hours and must remove such furniture and/or appliances from the exterior of the property each day at the close of business

(9) 302.11. Tire Storage and Disposal.

All used tires, scrap tires and tire pieces stored within the city must be kept in a manner which limits their exposure to and collection of the elements of nature. Tires must not be allowed to hold water, dirt, rubbish or other foreign materials. Monitoring and control measures are to be implemented as necessary to eliminate the presence of mosquito breeding and rodent harborage.

1. Used tires, scrap tires and tire pieces shall be stored separately.

2. Used tires, scrap tires and tire pieces stored outside shall be:

a. screened from public view by a permanent fence or other structure:

b. properly stored:

i. on racks or neatly stacked not in excess of ten (10) feet in height; or

ii. in a roll-off container, front-load dumpster, or other metal storage container, including a trailer not exceeding 55 ft x 8 ft by 13 ft. No more than four (4) containers may be stored at any one (1) tire facility location; and

iii. in compliance with all applicable fire code provisions.

Sec. 12-28. - Amendments to the International Swimming Pool and Spa Code.

The International Swimming Pool and Spa Code is amended as follows:

(1) ~~—~~ Section ~~408~~109 is amended as follows:

~~108~~109.2 Fee schedule. ~~Permittees~~ Permit fees *shall be as established by ordinance from time to time.*

~~109.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~
~~108.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~

(2) ~~—~~ Section ~~110~~111 is amended ~~by the addition of a new paragraph 106.20 which shall read~~ as follows:

~~110111.17—Final inspection:—operating permit required. All swimming pool installations must be completed. The pool shall be completely filled with water and in operation before requesting a final inspection.~~

(3) ~~Section 113 Violations~~112 is amended ~~to read~~ as follows:

~~112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the 113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.—building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.~~

~~112.3 Qualifications. Delete section 112.3.~~

(4) ~~Section 113 Violations~~ is amended as follows:

~~(4)—Section 111 is amended as follows:~~

~~Section 111 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix B and as amended therein Section 12-20(6) of this code.~~

~~113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

(5) ~~Section 320~~321 is amended as follows:

~~320~~321.1 Backwash water or draining water.—Backwash water and draining water shall be discharged into the city sanitary sewer system on the premise, or shall be disposed of by other means approved by the state or local authority. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an approved air gap.

~~Section 320 is amended by the addition of a new paragraph 320.1.1 which shall read as follows:~~

~~320~~321.1.1 No person shall discharge wastewater from a swimming pool, or permit such wastewater to run off onto an adjoining landowner's property.

(6) ~~Section 323~~324 Safety. ~~Add section 323.4 which shall read~~ is amended as follows:

~~323324~~.4—Sanitary and safety conditions.

- a. ~~Any~~ Any person owning or maintaining any swimming pool shall maintain such pool in a sanitary condition. The bacterial content of the water in any swimming pool shall not be allowed to exceed the safe limits as prescribed by established standards of the state department of health. Residual chlorine from 1.2 to 2.0 parts per million units of water or any other method of disinfectant approved by the state department of health shall be maintained in every swimming pool throughout the period of their use. Spas and hot tubs are required to maintain a minimum of 3.0 parts per million residual chlorine.
- b. ~~No~~ No water in any swimming pool shall ever be permitted to show an acid reaction to a standard pH test.
- c. ~~At~~ At all times when the pool is in use, the water shall be sufficiently clear to permit a six-inch diameter black disc placed on a white field to be clearly visible at the deepest point of the swimming pool. The water shall have sufficient clarity at all times so that the entire bottom of the pool is clearly visible from the walkways.
- d. ~~Reserved.~~
- e. ~~The~~ The health officer or his authorized representative may inspect every public and semi-public swimming pool located within the city and make an inspection report. In the event the health officer or his representative discovers a violation of the terms and provisions hereof, he shall notify the person owning or maintaining such pool of the violation, by leaving a copy of an inspection report with the person owning or maintaining such pool. The health officer shall make a second inspection after a lapse of not less than ten days thereafter, and if the reported violation shall not have been remedied such person owning or maintaining said pool shall be subject to the penalties imposed under this chapter and revocation of their license.

(Code 1961, § 9.02.05; Ord. No. 92-05, 3-31-1992; Ord. No. 97-35, 11-25-1997; Ord. No. 2000-19, 9-26-2000; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2017-43, § 2(Exh. A), 11-21-2017; Ord. No. 2018-07, § 2(Exh. A), 11-21-2017; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

Secs. 12-29—12-39. - Reserved.

ARTICLE III. VACANT BUILDINGS

Sec. 12-23. Amendments to International Mechanical Code**40. Definitions.**

~~The International Mechanical Code is amended as follows:~~

~~(1) Section 101.2.1.1. Add section 101.2.1.1 which shall read:~~

~~The following appendices words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Owner shall mean any person, partnership, association, corporation, fiduciary or other legal entity having legal or equitable title or interest in the real property regulated by this article. There is a rebuttable presumption that the Walker County Appraisal District's records identify the owner of the property and the owner's address. The word "owner" applied to a building or property shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or property. The duties and obligations in this section shall be joint and several among all owners as defined herein and their respective agents.~~

Properly maintain means to maintain a vacant building and the property where it is located in a clean, safe, secure, and sanitary condition and to take all necessary actions to keep the building and property in full compliance with all federal, state and local laws. It shall also mean that any fire safety system installed in the vacant building shall remain fully operational during vacancy.

Secure shall mean all openings of the building are intended effectively kept closed to prevent access to the interior by animals, unauthorized persons, and the elements. Measures for securing may include repairing fences and walls, chaining and locking gates, and repairing doors, windows, or other openings, as required by the city. Boarding broken windows, doors, or openings is not an acceptable means of securing.

Vacant building shall mean any building or structure that is unoccupied or is occupied by a person without a legal right of occupancy. Multi-tenant buildings will be considered vacant if 75 percent or more of the total floor area of the building is unoccupied or occupied by a person without a legal right of occupancy. There is a presumption of vacancy if all lawful uses in the buildings or structures have ceased or reasonably appear to have ceased for more than 90 days.

Sec. 12-41. Purpose.

The purpose of this article is to safeguard life or limb, health, property, and public welfare by regulating and monitoring the status of vacant buildings within this jurisdiction.

Sec. 12-42. Scope.

- 1) The provisions of this article shall apply to all vacant buildings, except as otherwise stated herein.
- 2) This article shall not apply to a vacant building that:
 - a) Has a valid open building permit for construction, remodeling or repair;
 - b) Is being actively marketed for sale or lease for a period of less than nine consecutive months following the date that the building became a vacant building by a licensed real estate broker or an owner who is regularly advertising the property for sale; or
 - c) Is under a contract for sale or lease for a period of less than nine months following the date that the building became a vacant building.

Sec. 12-enforcement and are made a part of this code and the 43. Construction.

- 1) Nothing contained herein shall limit the city's authority to enforce its ordinances. Submittal or acceptance of an application hereunder shall not be considered evidence of or authorization of continued nonconformity in conflict with the city's regulations.
- 2) The Building Official, or their designee, shall have the authority to interpret this division and to adopt policies and procedures to clarify the application of its provisions.

Sec. 12-adopting 44. Registration.

- 1) Within ninety (90) days after the time that the building becomes a vacant building, the owner shall register that building by completing and filing with the city a registration form and remitting to the city the required registration fee as set forth in the City of Huntsville fee schedule. On or before October 31 of each year thereafter, the owner of the vacant building shall annually re-register their vacant building using the process outlined in this section. Existing vacant structures, as defined herein, shall be required to register within ninety (90) days of the date this ordinance for all intends and purposes: is adopted.

Appendix A—Chimney Connector Pass-Throughs;

(2)—Section 103. Delete section 103.

(3)—Section 109 is amended as follows:

109.2 Fee schedule. Permit fees shall be established by ordinance from time to time.

109.6 Fee Refunds. ~~The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~

(4)—Section 115.3. Delete section 115.3.

(5)—Section 115.4. is amended as follows:

115.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

(6)—Section 114. Amend section 114, Appeals, to read:

Section 114 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix B and as amended therein Section 12-20(6) of this code.

(7)—Section 202. Amend section 202, Definitions, to change or add the following definitions:

Code Official: ~~The city's building official.~~

(8)—~~Persons performing air conditioning and refrigeration work must be licensed by and in accordance with the state department of licensing and regulation and shall register annually with the city, see "Schedule of Fees."~~

(Code 1961, § 9-02.06; Ord. No. 97-35, 11-25-1997; Ord. No. 2002-08, 3-5-2002; Ord. No. 2005-21, 9-20-2005; Ord. No. 2006-02, 1-3-2006; Ord. No. 2007-02, § 3, 2-6-2007; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2018-03, § 2(Exh. A), 11-21-2017; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

The registration form~~Sec. 12-24. Amendments to International Plumbing Code.~~

The International Plumbing Code is amended as follows:

(1)—Section 101.2 is amended by adding:

The appendices included in the Code are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes: ~~Appendix C—Structural Safety~~

(2)—Section 103. Section 103 is deleted.

(3)—Section 102.6 is amended to read as follows:

102.6—Special Historic Buildings. The provisions of the International Plumbing Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration or relocation of plumbing installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national

register of historic places, or qualified as such by the building official. ~~It is further provided, however, that:~~

- ~~1) Such buildings or structures are judged by the city building official to be safe;~~
- ~~2) The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect; and~~
- ~~3) The owner complies with the requirements of article II of chapter 6 of this code.~~

(4) ~~Section 109 is amended as follows:~~

~~109.2 Fee schedule. Permit fees shall be as established by ordinance from time to time.~~

~~109.5 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~

(5) ~~Section 115.4. is amended as follows:~~

~~115.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

(6) ~~Section 114 is amended as follows:~~

~~Section 114 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix B and as amended therein Section 12-20(6) of this code.~~

(7) ~~Section 301.3. Add this paragraph to 301.3:~~

~~If water closets or other plumbing fixtures are installed in buildings where there is no sewer within 300 feet of the property line of the tract, suitable provision shall be made for disposing of the building sewage by an approved method of sewage treatment and disposal.~~

(8) ~~Section 1005 is added to read:~~

~~1005.1. When required. A sample well shall be installed on the outside of the building on the building sewer.~~

(9) ~~Section 106.4 is amended to read:~~

~~106.4—Contractor License. All persons who engage in or work at the actual installation, alteration, repair and renovating of plumbing shall possess an appropriate plumbing license in accordance with the provisions of the state plumbing license law. All commercial plumbing work must be performed under the direct supervision of a master or journeyman plumber and all residential plumbing work must be performed under the direct supervision of a master, journeyman or tradesman plumber. The licensed supervision must be physically on the work site during all times that plumbing work is being performed. Master, journeymen and tradesmen plumbers shall register annually with the city. It shall be the responsibility of the registered plumber to notify the permit clerk of any change of employment to another company or under another master plumber, see "Schedule of Fees."~~

2) a) ~~Definitions: The word or term "plumbing" as used in "the plumbing license law" means and shall include:~~

- ~~(1) All piping, fixtures, appurtenances and appliances for supply or recirculation of water, gas, liquids, and drainage or elimination of sewage, including disposal systems or any~~

combination thereof, for all personal or domestic purposes in and about buildings where a person lives, works or assembles; all piping, fixtures, appurtenances and appliances outside a building connecting the building with the source of water, gas, medical gas and vacuum, or other liquid supply, or combinations thereof, on the premises, or the main in the street, alley, easement or at the curb; all piping, fixtures, appurtenances, appliances, drain or waste pipes carrying wastewater or sewage from or within a building to the sewer service lateral at the easement, curb or in the street or alley or other disposal or septic terminal holding private or domestic sewage;

(2) ~~The installation, repair, service, and maintenance of all piping, fixtures, appurtenances and appliances in and about buildings where a person lives, works or assembles, for a supply of gas, medical gas and vacuum, water, liquids, or any combination thereof, or disposal of wastewater or sewage.~~

b) ~~Exemptions:~~ The following acts, work and conduct shall be expressly permitted without license:

(1) ~~Home owner:~~ Plumbing work done by a property owner in a building owned and occupied by him as his homestead.

(2) ~~Plumbing work done by anyone who is regularly employed as or acting as a maintenance man or maintenance engineer, incidental to and in connection with the business in which he is employed or engaged, and who does not engage in the occupation of a plumber for the general public; construction, installation and maintenance work done upon the premises or equipment of a railroad by an employee thereof who does not engage in the occupation of a plumber for the general public; and plumbing work done by persons engaged by any public service company in the laying, maintenance and operation of its service mains or lines to the point of measurement and the installation, alteration, adjustment, repair, removal, and renovation of all types of appurtenances, equipment and appliances, including doing all that is necessary to render the appliances usable or serviceable; appliance installation and service work done by anyone who is an appliance dealer or is employed by an appliance dealer, and acting as an appliance installation man or appliance service man in connecting appliances to existing piping installations; water treatment installations, exchanges, services, or repairs. Provided, however, that all work and service herein named or referred to shall be subject to inspection and approval in accordance with the terms of all local valid city or municipal ordinances.~~

(3) ~~Plumbing work done by a licensed irrigator or licensed installer when working and licensed under the Licensed Irrigators Act, V.T.C.A., Occupations Code § 1903.251, as amended. Licensed irrigators or installers shall register annually with the city prior to permitting and performing irrigation work, see "Schedule of Fees."~~

(4) ~~Plumbing work done by an LP gas installer when working and licensed under V.T.C.A., Natural Resources Code ch. 113, as amended.~~

(5) ~~Any well pump installer when licensed in accordance with Chapter 1902 Occupations Code.~~

(10) ~~Section 602.3 is amended to read:~~

(a) The street address of each vacant building,

(b) The floor plan,

(c) The name and address of each owner. The mailing address may not be a P.O. Box. If the property is owned by a corporation, bank, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name and address of any of the following shall be provided:

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- i) For a corporation, a corporate officer and the Chief Operating Officer;
 - ii) For a bank, the Bank President and the Chief Operations Manager;
 - iii) For a partnership, the Managing Partner;
 - iv) For a limited liability company, the Managing or Administrative Member;
 - v) For a limited partnership, a General Partner;
 - vi) For a trust, a Trustee; or
 - vii) For a real estate investment trust, a General Partner or an Officer.,
- 3) The name and contact information of a designated local agent who can provide access to the building upon request,
- 4) Proof of liability insurance as required by section 12-45 of this Code,
- 5) A plan of action for the structure, including:
- a) The amount of time that the building is expected to remain vacant;
 - b) Marketing efforts and/or planned improvements to render the building occupied or to increase the likelihood that the building will become occupied;
 - c) A plan and timetable for correcting all current violations of City ordinances and state and federal law at the building or its premises. If the owner has entered a work program, they shall abide by the prescribed timeline of the signed program;
- A plan for regular maintenance of the building during vacancy in compliance with City 602.3 Individual water supply. Where a potable public water supply is located within 300 feet of a development it shall be utilized as the water supply. If not available within 300 feet, individual sources of potable water supply shall be utilized.
- (11) ~~Section 608.1. Add:~~
- ~~When a backflow assembly is used, only an "approved assembly" shall be accepted. An "approved assembly" is a backflow assembly that has been approved, manufactured and tested in accordance with the standards adopted by AWWA or approved and listed by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.~~
- (Code 1961, § 9.02.07; Ord. No. 97-35, 11-25-1997; Ord. No. 2002-08, 3-5-2002; Ord. No. 2005-21, 9-20-2005; Ord. No. 2006-02, 1-3-2006; Ord. No. 2007-02, § 4, 2-6-2007; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2018-03, § 2(Exh. A), 11-21-2017; Ord. No. 2019-50, § 2(Exh. A), 9-17-2019; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

~~Sec. 12-25. Amendments to International Fuel Gas Code.~~

~~The International Fuel Gas Code is amended as follows:~~

~~(1) Section 101.3 is amended to read:~~

~~**101.3—Appendices.** The appendices included in this code are intended for enforcement and are made a part of this code and the city's adopting ordinance for all intents and purposes:~~

~~*Appendix A—Sizing and Capacities of Gas Piping (IFGS)*~~

~~*Appendix B—Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances, and Appliances Listed for Use and Type B Vents*~~

~~*Appendix C—Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems*~~

(2) ~~Section 103. Section 103 is deleted.~~

(3) ~~Section 102.6 is amended to read:~~

~~102.6 Special Historic Buildings. The provisions of the International Fuel Gas Code (other than chapter 1) relating to the alteration, repair, enlargement, restoration, or relocation of gas installations shall not be mandatory for existing buildings or structures identified and classified as recorded Texas historic landmarks, national historic landmarks, or buildings entered into the national register of historic places, or qualified as such by the building official. It is further provided, however, that:~~

d) ~~1. Such buildings or structures are judged by the city ordinances and state and federal law;~~

~~The measures that will be taken to reduce the adverse impact on the properties surrounding the vacant building official to be safe;~~

~~2. The owner submits complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect; and~~

~~3. The owner complies with the requirements of article III of this chapter of the Code of Ordinances, City of Huntsville, Texas.~~

(4) ~~Section 109 is amended as follows:~~

~~109.2 Fee schedule. Permit fees shall be as established by ordinance from time to time.~~

~~109.6 Fee Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~

(5) ~~Section 115.4 is amended as follows:~~

~~115.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

(6) ~~Section 113 is amended as follows:~~

~~Section 113 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix B and as amended therein Section 12-20(6) of this code.~~

(7) ~~Section 106.1 is amended to read:~~

~~106.1 When required:~~

~~Add: All persons who engage in or work at the actual installation, alteration, repair and renovating of fuel gas systems shall possess an appropriate plumbing license in accordance with the provisions of the state plumbing license law. All commercial fuel gas system work must be performed under the direct supervision of a master or journeyman plumber and all residential fuel gas system work must be performed under the direct supervision of a master, journeyman or tradesman plumber. The licensed supervision must be physically on the work site during all times that plumbing work is being performed. Master, Journeymen and tradesman plumbers shall register annually with the city. It shall be the responsibility of the registered plumber to notify the permit clerk of any change of employment to another company or under another master plumber, see "Schedule of Fees."~~

A. — *Definitions.* The word or term "plumbing," as used in the plumbing license law, means and shall include:

e) 1. — All piping, fixtures, appurtenances and appliances for supply or recirculation of water, gas, liquids and drainage or elimination of sewageits vacancy, including disposalprovisions for lighting, security patrols or security camera system, alarm systems and fire suppression systems or any combination thereof, for all personal or domestic purposes in and about buildings where a person lives, works or assembles; all piping, fixtures, appurtenances and appliances outside a building connecting the building with the source of water, gas, medical gas and vacuum or other liquid supply, or combinations thereof, on the premises, or the main in the street, alley, easement or at the curb; all piping, fixtures, appurtenances, appliances, drain or waste pipes carrying wastewater or sewage from or within a building to the sewer service lateral at the curb or in the street, easement, alley or other disposal or septic terminal holding private or domestic sewage; more.

2. — The installation, repair, service, and maintenance of all piping, fixtures, appurtenances and appliances in and about buildings where a person lives, works or assembles, for a supply of gas, medical gas and vacuum, water, liquids, or any combination thereof, or disposal of wastewater or sewage.

B. — *Exemptions.* The following acts, work and conduct shall be expressly permitted without license:

1. — Plumbing work done by a property owner in a building owned and occupied by him as his homestead.

2. — Plumbing work done by anyone who is regularly employed as or acting as a maintenance man or maintenance engineer, incidental to and in connection with the business in which he is employed or engaged, and who does not engage in the occupation of a plumber for the general public; construction, installation and maintenance work done upon the premises or equipment of a railroad by an employee thereof who does not engage in the occupation of a plumber for the general public; construction, installation and maintenance work done upon the premises or equipment of a railroad by an employee thereof who does not engage in the occupation of a plumber for the general public; and plumbing work done by persons engaged by any public service company in the laying, maintenance and operation of its service mains or lines to the point of measurement and the installation, alteration, adjustment, repair, removal and renovation of all types of appurtenances, equipment and appliances, including doing all that is necessary to render the appliances usable or serviceable; appliance installation and service work done by anyone who is an appliance dealer or is employed by an appliance dealer, and acting as an appliance installation man or appliance service man in connection with appliances to existing piping installations; water treatment installation, exchanges, services, or repairs. Provided, however, that all work and service herein named or referred to shall be subject to inspection and approval in accordance with the terms of all local valid city or municipal ordinances.

3. — Plumbing work done by a licensed irrigator or licensed installer when working and licensed under the Licensed Irrigators Act, V.T.C.A., Occupations Code § 1903.251, as amended.

4. — Plumbing work done by an LP Gas installer when working and licensed under V.T.C.A., Natural Resources Code ch. 113, as amended.

5. — Any water well pump installer when licensed in accordance with Chapter 1902 Occupations Code.

(Code 1961, § 9.02.08; Ord. No. 97-35, 11-25-1997; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2018-03, § 2(Exh. A), 11-21-2017; Ord. No. 2019-50, § 2(Exh. A), 9-17-2019; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

~~Sec. 12-26. Amendments to International Residential Code.~~

~~The International Residential Code is amended as follows:~~

~~Section 112 Board of Appeals is amended as follows:~~

~~112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as defined in Article 13.300 of the City of Huntsville Development Code.~~

~~112.3 Qualifications. Delete section 112.3.~~

(Code 1961, § 9.02.09; Ord. No. 2002-08, 3-5-2002; Ord. No. 2004-08, 3-23-2004; Ord. No. 2006-02, 1-3-2006; Ord. No. 2006-23, § R109.1.05, 10-3-2006; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2016-43, § 2(Exh. A), 9-20-16; Ord. No. 2017-43, § 2(Exh. A), 11-21-2017; Ord. No. 2019-50, § 2(Exh. A), 9-17-2019; Ord. No. 2020-35, § 2(Exh. A), 8-4-2020; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021; Ord. No. 2022-31, § 2(Exh. A), 11-1-2022)

~~Sec. 12-27. Amendments to International Property Maintenance Code.~~

~~The International Property Maintenance Code shall be amended as follows:~~

~~(1) — Section 103.1 is amended to read:~~

~~103.1 — Building Official~~

~~The City of Huntsville (herein called applicable governing body) designates the City's Building official (herein after called code official) as its code enforcement officer.~~

~~(2) — Sections 103.2 and 103.3. Delete Sections 103.2 and 103.3.~~

~~(3) — Section 104 Delete Section 104.~~

~~(4) — Section 109.4 amended to read:~~

~~109.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

~~(5) — Section 111.4 amended to read:~~

~~Section 111.4. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 12-62 of the Code of Ordinances.~~

~~(6) — Section 111.4.1 and 111.4.2. Delete Sections 111.4.1 and 111.4.2.~~

~~(7) — Section 113.1 is amended to read:~~

~~113.1. When a building is to be demolished, it shall be done so in accordance with Section 12-66 of the Huntsville Code of Ordinances.~~

(8)—Section 107 Means of Appeal amended to read:

Section 107 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix G-B and as amended therein Section 12-20(6) of this code.

(9)—Section 108. Delete 108.

(10)—Section 302.4. Add 10 inches to jurisdiction height.

(11)—Section 302.10. Add Section 302.10.

(12)—Add Section 302.11. Section 302.11 Tire Storage and Disposal.

(Code 1961, § 9.02.11; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-25, § 9.02.11, 10-6-2006; Ord. No. 2011-50, § 3, 8-16-2011; Ord. No. 2015-24, § 2(Exh. A), 7-7-2015; Ord. No. 2017-43, § 2(Exh. A), 11-21-2017; Ord. No. 2019-02, § 2(Exh. A), 11-20-2018; Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

~~Sec. 12-28. Building permit required.~~

(a)—A person commits an offense if he commences any work on a building or structure before obtaining a building permit.

(b)—A residential building permit for new construction or remodel construction shall not be issued unless the contractor requesting the permit is registered with the city. See "Schedule of Fees."

(Code 1961, § 9.02.10; Ord. No. 83-9, § 2, 2-22-1983; Ord. No. 2002-08, 3-5-2002; Ord. No. 2005-21, 9-20-2005; Ord. No. 2006-02, 1-3-2006; Ord. No. 2007-02, § 5, 2-6-2007; Ord. No. 2011-50, § 3, 8-16-2011)

~~Sec. 12-29. Amendments to International Energy Conservation Code.~~

(1)—Section 107 is amended as follows:

~~107.5 Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~

Section 107 is amended by the addition of a new paragraph 107.6 which shall read as follows:

~~107.6 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

(2)—Section 109 is amended as follows:

Section 109 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix G and as amended therein Section 12-20 (6) of this code.

(Ord. No. 2018-07, § 2(Exh. A), 11-21-2017)

~~Sec. 12-30. Amendments to International Existing Building Code.~~

(1) ~~Section 103. Section 103 is deleted.~~

(2) ~~Section 108 is amended as follows:~~

~~108.2 Schedule of permit fees. Permit fees shall be as established by ordinance from time to time.~~

~~108.5 Refunds. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment. No refund will be authorized once work has commenced under the permit.~~

(3) ~~Section 112. Amend section 112, Appeals, to read:~~

~~Section 112 Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of adjustments and appeals in accordance with the provisions defined by the International Building Code section 113, the International Building Code Appendix B and as amended therein Section 12-20 (6) of this code.~~

(4) ~~Section 113.3. Delete section 113.3.~~

(5) ~~Section 113.4. is amended as follows:~~

~~113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, repairs or occupies a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.~~

(6) ~~Section 115.3 amended to read:~~

~~Section 115.3. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 12-62 of the Code of Ordinances.~~

(7) ~~Section 117.1 is amended to read:~~

~~117.1. When a building is to be demolished, it shall be done so in accordance with Section 12-66 of the Huntsville Code of Ordinances.~~

(8) ~~Section 202. Amend section 202, Definitions, to change or add the following definitions:~~

~~Code Official: The city's building official.~~

(Ord. No. 2021-25, § 2(Exh. A), 9-21-2021)

~~Secs. (c) The Building Official or his designee shall have the authority to deny a registration or a re-registration if he determines that all requirements for registration have not been met, that the owner has made a false statement as to a material matter in the registration, or if the owner has outstanding fees assessed under this article. Upon such denial, the Building Official or his designee shall deliver written notice of the denial to the owner including the basis for the denial and a statement informing the owner of the right to appeal. Such denial does not extend the deadline set out in this section for registration of a vacant building.~~

~~(d) If the Building Official or his designee denies a registration or re-registration, the owner may either rectify the issues causing denial and attempt to register again, or the owner may file an appeal with the Board of Adjustments, within 30 days of the owner's receipt of the written notice of denial. Such appeal shall be filed with the Building Official, or their designee, on a form created by the city.~~

~~(e) A registration of a vacant building issued pursuant to this section is not transferrable. New owners shall submit a new registration upon transfer of ownership.~~

Sec. 12-31—12-59. Reserved.

ARTICLE III. DEMOLITION OR REPAIR OF DILAPIDATED OR SUBSTANDARD BUILDINGS³

Sec. 12-60—12-45. Required insurance.

- 1) The owner shall procure, prior to registration, and keep in full force and effect at all times during the registration term, a liability insurance policy covering the vacant building and the property on which it is located, including at minimum:
 - a) For commercial properties, commercial general liability insurance coverage including, but not limited to, bodily injury (including death), property damage, premises/operations and personal and advertising injury, protecting the City of Huntsville against any and all claims for damages to persons or property as a result of, or arising out of, the registrant's operation, maintenance, or use of the vacant building, with minimum limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 annual aggregate; and
 - b) For residential properties, liability insurance coverage with minimum limits of not less than \$500,000.00.
- 2) The insurance policy must be written by an insurance company approved by the State of Texas and acceptable to the city and issued in a standard form approved by the Texas Department of Insurance. All provisions of the policy must be acceptable to the city and must name the City of Huntsville and its officers and employees as additional insureds and provide for 30 days' written notice to the Building Official or his designee of cancellation, non-renewal, or material change to the insurance policy.
- 3) An owner shall provide to the Building Official or his designee an updated certificate of insurance for the vacant building every six months during the period that the vacant building is required to be registered under this article.

Sec. 12-46. Property maintenance.

- 1) The owner of a vacant building shall properly maintain the building and the property where it is located in a clean, safe, secure, and sanitary condition and to take all necessary actions to keep the building and property in full compliance with all federal, state and local laws.
- 2) Any fire safety system installed in the vacant building shall remain fully operational during the period of vacancy.
- 3) The owner shall secure the vacant building at all times by keeping all openings of the building effectively closed to prevent access to the interior by animals, unauthorized persons, and the elements. Measures for securing include, but are not limited to: erecting and/or maintaining fences and walls, chaining and locking gates, and repairing doors, windows, or other openings as originally designed, as required by the city.

Sec. —Dilapidated, substandard or unfit buildings.

- (a) Any building or structure, including a mobile or manufactured home that is not suitable for continued use and occupancy, may be vacated, secured, repaired, removed or demolished by the city if it constitutes a hazard to the health, safety and welfare of the general public or its occupants and if it is a dilapidated, substandard or unfit building.

³State law reference(s)—Municipal authority concerning substandard building, V.T.C.A., Local Government Code § 214.001; additional authority to secure substandard building, V.T.C.A., Local Government Code §§ 214.0011, 214.0015.

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- (b) ~~A building does not meet minimum standards for the continued use and occupancy regardless of the date of its construction if:~~
- ~~(1) Any means of egress or portion thereto is not of adequate size or is not arranged to provide a safe path of travel in case of fire or panic.~~
 - ~~(2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices, fire resistance ratings, are in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.~~
 - ~~(3) The stress in any materials, member or portion thereof, due to all imposed loads, including dead load, exceeds the working stresses allowed in the International Building Code for new buildings.~~
 - ~~(4) A building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the buildings or structures is less than it was prior to the damage and is less than the minimum requirement established by the International Building Code for new buildings.~~
 - ~~(5) Any exterior appendage or portion of a building or structure is not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads as required by the International Building Code for new buildings.~~
 - ~~(6) For any reason a building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.~~
 - ~~(7) Any building, structure or portion thereof, as a result of decay, deterioration or dilapidation, is likely to fully or partially collapse.~~
 - ~~(8) Any building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the standard codes or of a city, county or state law.~~
 - ~~(9) Any building, structure or portion thereof is in such a condition as to constitute a public nuisance.~~

~~(10) Any building, structure or portion thereof is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is 12-~~

47. Property inspections.

(a)

- 1) For the purpose of ascertaining whether the vacant building is being maintained in compliance with this article and any other applicable law, the Building Official or his designee is authorized at a reasonable time to inspect:
 - a) The exterior of a vacant building;
 - b) The interior of a vacant building, if the permission of the owner, operator, or other person in control of the building is given or a search warrant is obtained; and
 - c) The property upon which a vacant building is located.
- 2) At the time of registration, the owner shall schedule an inspection of the vacant building by the city, to be executed within 30 days after registration. The Building Official or his designee shall inspect said vacant building and the property where it is located to determine if it is maintained in compliance with this article and any other applicable law. If the owner fails or refuses to schedule an inspection, the city shall schedule an inspection window of up to three consecutive business days, beginning not sooner than one week following the date of registration, and provide written notice of the scheduled inspection window to the owner. The inspection shall be performed during regular business hours.

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- 3) After the initial inspection, the Building Official or his designee shall inspect a vacant building and the property upon which it is located at least once during each 12-month period that the building remains vacant.
 - 4) An owner of a vacant building shall permit the Building Official or his designee perform a lawful inspection of the interior and exterior of a vacant building and the property upon which it is located, for the purpose of ensuring compliance with this article and any other applicable law, at reasonable times upon request. The owner commits an offense if he, either personally or through an agent or employee, refuses to permit a lawful inspection of the vacant building as required by this subsection.
 - 5) If the vacant building or property where the vacant building is located is not maintained in compliance with this article or any other applicable law, the Building Official or his designee shall issue a written notice of non-compliance to the owner giving them a specific amount of time to resolve the identified violations and schedule a reinspection. If the owner fails or refuses to schedule a reinspection by the resolution date given in the notice of non-compliance, the Building Official or his designee may perform a lawful inspection of the property and vacant building at any time following the resolution date, during regular business hours. If entry to the interior of the building for reinspection purposes is refused, the Building Official or his designee will obtain a search warrant to perform an interior reinspection. A separate fee shall be charged for reinspection. If violations are not resolved by the time of reinspection, the city may seek any remedy provided by law.
 - 6) Nothing herein shall limit the city's authority to request additional inspections, pursue other enforcement measures, or take immediate abatement measures as otherwise allowed pursuant to city ordinances and state law.

Sec. 12-48. Violations; penalty.

In addition to any other enforcement remedies that the city may have under other city ordinances or other applicable law, any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction in municipal court, shall be subject to a fine not to exceed \$2,000.00 for each offense, and each and every day such violation continues, it shall constitute a separate offense.

Secs. 12-49—12-59. Reserved.

ARTICLE IV. - DEMOLITION OR REPAIR OF DILAPIDATED, SUBSTANDARD BUILDINGS OR ABANDONED CONSTRUCTION

12-60. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the city building official or his designee or a person employed, appointed, or designated by the city manager for purposes of making inspections, sending notices, and otherwise enforcing the provisions of this article.

Code official means either the building official, the fire code official, or their respective designee.

Fire code official means the fire chief or his designee or a person employed, appointed, or designated by the city manager, charged with the administration and enforcement of the fire code, and making inspections, sending notices, and otherwise enforcing the provisions of this article.

Dangerous building or unsafe building means any structure or building located within the incorporated limits of the city that is:

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- 1) In such a state or condition of repair or disrepair that all or any of the following conditions exist:
- a) Walls or other vertical structural members list, lean, or buckle;
 - b) Damage or deterioration exists to the extent that the building is unsafe;
 - c) Loads on floors or roofs are improperly distributed or the floors or roofs are insufficient strength to be reasonably safe to the purposes used;
 - d) Damage by fire, wind, or other cause has rendered the building or structure dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or, morals or the general health and welfare of the occupants or the people of the city;
 - e) The building or structure is so dilapidated, substandard, decayed, unsafe, unsanitary or otherwise lacking in the amenities essential of decent living that the same is unfit for human habitation or is likely to cause sickness, disease or injury or otherwise to constitute a detriment to the health by reason of, morals, safety or general welfare of those persons assembled, working, or living therein or is a hazard to the public health, safety, and welfare;
 - f) Light, air and sanitation facilities are inadequate maintenance, dilapidation, obsolescence or abandonment. to protect the health, morals, safety or general welfare of persons who assemble, work or live therein;

(Code 1961, § 9.03.01; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 4, 8-16-2011)

~~Sec. 12-61. Action required.~~

- ~~a) (a) — Stairways, fire escapes and other facilities of egress in case of fire or panic are inadequate;~~
 - ~~h) Parts or appendages of the building or structure are so attached that they are likely to fall and injure persons or property;~~
- 2) Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare of the city's residents;
- 3) Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is secured or unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
- 4) Boarded up, fenced or otherwise secured in any manner if:
- ~~a) The building official or his/her designee shall inspect any constitutes a danger to the public even though [sealed] from entry;~~
 - ~~b) The means used to secure the building, structure or portion thereof that is or may be unsafe. are inadequate to prevent unauthorized entry or use of the building to the extent it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or~~
 - ~~c) (b) — After the Defined as a dangerous or unsafe building by the International Property Maintenance Code, published by the International Code Council, Inc.~~

5) Responsible parties or responsible party means the owner, occupant or person in custody of the building or structure, and any mortgagee or lienholder.

12-61. Chapter 214 adopted.

V.T.C.A. Local Government Code chapter 214 is hereby adopted by the city and made a part of this article. In the event of any conflict or inconsistency between the terms and provisions of this article and chapter 214, the terms and provisions of chapter 214 shall govern and control.

12-62. Unsafe buildings declared a nuisance.

- 1) It shall be unlawful for any person to maintain or permit the existence of any unsafe building in the city; and it shall be unlawful for any person to permit same to remain in such condition.
- 2) All unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures provided in this article.
- 3) The code official shall enforce the provisions of this article.

12-63.~~or his/her designee has~~ Inspections and duties of the code official.

The code official shall inspect, or cause to be inspected a building and has, every building, or portion thereof, reported to be unsafe. If such building, or any portion thereof, is determined to be unsafe, the code official shall give the responsible parties notice in accordance with the requirements set forth in this chapter. The code official shall further:

- 1) Inspect any building, structure or portion thereof that is or may be unsafe.
- 2) Determined if such building or a portion thereof is dilapidated or substandard, the buildingcode official ~~or his/her designee~~ shall initiate proceedings to cause the abatement of the unsafe condition by repair, vacation or demolition or a combination thereof.
- 3) ~~(c)~~ The buildingcode official may cause a building to be secured from unauthorized entry if the building is found to be in violation of section 12-60 and is unoccupied or is occupied ~~only~~ by persons who do not have a right of possession to the building.
- 4) ~~(d)~~ Before the 11th day after the date the building is secured, notice shall be given to the owner in accordance with section 12-62(a)(7), (b) and (c) stating:
 - a) ~~(1)~~ — Identification of the building.
 - b) ~~(2)~~ — Description of the violation.
 - c) ~~(3)~~ — Statement that the buildingcode official will secure or has secured the building(s).
 - d) ~~(4)~~ — Owner's entitlement to request a hearing within 30 days of the notice.

~~(Code 1961, § 9.03.02; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2011-50, § 4, 8-16-2011)~~

~~Place~~Sec. 12-62. Notice to owner of intent to demolish dilapidated, substandard or unfit building; public hearing required.

- ~~5) (a) The building official shall prepare a notice of on all dangerous building directed to the owner of the building. The notice shall contain: buildings reading as follows:~~
- ~~(1) The street address and identification of the building, structure or premises;~~
 - ~~(2) A physical description of the building;~~
 - ~~(3) A declaration that the "This building has been found dilapidated, substandard or unfit by the building official and a detailed report documenting the conditions rendering the building unsafe;~~
 - ~~(4) A statement advising that if the required action is not commenced within or completed by the time specified, the building will be ordered vacated and posted to prevent further occupancy until the work is completed;~~
 - ~~(5) A statement that the building may be repaired, removed or demolished to be a dangerous building by the city and all expenses incurred assessed against the code official. This notice is to remain on this building, the land on which until it stood and/is repaired, vacated, or the owner;~~
 - ~~(6) A statement that any person demolished in accordance with an interest in the building may appeal within 30 days and in writing such proposed action to the board of adjustments and appeals; failure to appeal shall constitute a waiver of all rights to an administrative hearing; and~~
 - ~~(7) The date, time and place for a public hearing to determine whether the building complies with minimum standards for continued use and occupancy.~~
 - ~~(8) A the notice of a hearing sent to an owner, lien holder, or mortgagee under this section must include a statement that the owner, lien holder, or mortgagee will be required to submit proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work.~~
- ~~(b) The notice shall be served, either personally or by certified mail, to the owner at the owner's last known address. The notice shall be served on:~~
- ~~(1) Any person having legal interest in the which has been given to the owners, occupants and persons with interests in the property as shown by the city's current tax records;~~
 - ~~(2) Any person paying a utility service bill for the property;~~
 - ~~(3) Any person actually occupying the property or building; and~~
 - ~~(4) Each mortgage and lien holder having an interest in the building or in the property on which the building is located.~~
- ~~6) (c) When certified mail of the tax appraisal district. It is unlawful to remove this notice until such notice is returned as complied with."~~
- ~~7) Perform the other requirements with respect to notification of public hearings as are set forth more specifically in this article.~~

Make a diligent effort to determine the identity and address of each responsible party. The code official satisfies the requirements of this subsection to make a diligent effort, to use best efforts, or to make a reasonable effort to determine the identity and address of responsible party if the code official searches the following records

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- a) County real property records of the county in which the building is located;
 - b) Appraisal district records of the appraisal district in which the building is located;
 - c) Records of the secretary of state;
 - d) Assumed name records of the county in which the building is located;
 - e) Utility records of the city.

8) Notice to repair.

- a) Should the code official determine that any building or structure within the incorporated limits of the city is a dangerous building or unsafe building, he shall cause written notification to be sent, by certified mail, and regular U.S. mail, to the responsible parties and all other persons having an interest in the building. Such notice shall contain:
 - i) A description of the building or structure deemed unsafe and the address or legal description of its location;
 - ii) A statement of the specific conditions, violations, or defects which make the building or structure a dangerous building;
 - iii) Notice of the date and time of a public hearing before the board of adjustments to determine whether the building complies with the standards set out in this article;
 - iv) A statement that the owner, lienholder, mortgagee, or persons with a legal interest in the building will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work.
- b) Such notice is to be served upon the responsible parties on or before the tenth day before the date of the hearing unless the code official determines that the property, building, or structure is in immediate need to be secured, repaired, or abated and the property, building, or structure presents an immediate threat to the health, safety, and welfare of the public. For purposes of providing the minimum notice under this subsection, the notice of dangerous building or dangerous condition of property shall be deemed served upon the responsible parties on the date the notice is deposited with the U.S. Postal Service.

9) Sufficiency of notice.

- a) Except when otherwise indicated herein, notice given pursuant to this article shall be deemed properly served upon the responsible parties if a copy thereof is:
 - i) Served upon him personally;
 - ii) Sent by registered or certified mail, return receipt requested, to the last known address of such person as shown in the diligent search conducted pursuant to section 8-71(7); and
 - iii) Sent through regular U.S. mail to the last known address of such person as shown in the diligent search conducted pursuant to section 12-63 (7).
- b) When the city mails a notice in accordance with this section to a property owner, lienholder, or mortgagee, and the United States Postal Service returns the notice "refused" or "unclaimed", the validity of the notice is not affected, and the notice is considered delivered.

(d) ~~If the building official is unable to determine the owner, or~~The city shall file notice is returned unserved, notice may be served by:

(1) ~~Publication of the hearing in the city's official newspaper two times, not more than 14 nor less than ten days apart; and~~

(2) ~~Posting on the front and rear doors of the structure for ten days.~~

c) (e) ~~— A copy of the notice shall be filed in the deed record of the county~~ real property records.

(Code 1961, § 9.03.03; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 4, 8-16-2011)

~~Sec. 12-63. Vacation of building.~~

(a) ~~If a building or structure poses an immediate hazard to life or safety of the public, it shall be ordered vacated immediately.~~

(b) ~~Every notice to vacate, in addition to complying with section 12-62(a), shall be posted on each entrance and exit to the building and shall state:~~

~~THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL.~~

(c) ~~Such notice to vacate shall remain posted until required repairs or demolition is completed.~~

(Code 1961, § 9.03.04; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2011-50, § 4, 8-16-2011)

~~Sec. 12-64. Appeals to~~ Duties of the board of adjustment.adjustments:

(a) ~~Any person aggrieved or affected by any decision of the building official may appeal such decision to the board of adjustment. Such appeal shall be filed in writing in the building official's office within 30 days after the decision has been rendered by the building official.~~

(b) ~~An appeal shall stay all proceedings in furtherance of the action appealed from unless the city building official certifies to the satisfaction of the board that by reason of facts stated in the certification a stay would cause imminent peril to life or property.~~

(Code 1961, § 9.03.05; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2011-50, § 4, 8-16-2011; Ord. No. 2022-31, § 2(Exh. A), 11-1-2022)

1) The board of adjustments as defined in Article 13.300 of the City of Huntsville Development Code, shall schedule and hold a hearing and hear testimony from the code official, the owner and other persons having an interest in the dangerous building, and any person desiring to present factual evidence relevant to the unsafe building. Such testimony shall relate to the determination of the question of whether the building or structure in question is a dangerous building and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner or a person having an interest in the dangerous building shall have the burden of proof to demonstrate the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

2) Upon conclusion of the hearing, the board of adjustment shall determine by majority vote whether the building or structure in question is a dangerous building. Upon determination that the building or structure in question constitutes a dangerous building, the board of adjustment shall issue an order:

a) Containing an identification of the building and the property on which it is located;
Making written findings of the violations of the minimum standards that are present

~~Sec. 12-65. Decision by board.~~

(a) ~~The board of adjustment may, after public notice and public hearing, take action relative to the continuance or discontinuance of dilapidated, substandard or unfit buildings or structures. In particular, the board may:~~

~~(1) Permit repair of substandard structures subject to requirements pertaining to the structure or premises deemed necessary by the board within 30 days;~~

~~(2) Require the building(s) secure from unauthorized entry within 30 days;~~

~~(3) Require vacation of buildings deemed unfit for human use or habitation within 30 days;~~

~~(4) Require demolition of structures deemed dilapidated, substandard or unfit within 30 days.~~

b) ~~(b) If the owner, lien holder, or mortgagee establishes, at the hearing, building;~~

c) Requiring the owner and persons having an interest in the building to repair, vacate, or demolish the building within 30 days from the issuance of such order, unless the owner or a person with an interest in the building establishes at the hearing that the work cannot reasonably be performed within 30 days, in which instance the city council shall specify a reasonable time for the completion of the work; and

d) ~~(1) If the board grants~~Containing a statement that the city will vacate, secure, remove or demolish the dangerous building and relocate the occupants of the building if the ordered action is not taken within the time specified by the board of adjustments.

3) The board of adjustments order shall be delivered by hand delivery or certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders as soon as is practicable after the hearing.

4) If the board of adjustments allows the owner or a person with an interest in the dangerous building more than 30 days to repair, remove, or demolish the building(s), a, the board of adjustments in its written order shall establish specific time schedules~~schedules~~ for the commencement and performance of the work and shall be given and require the owner, lien holder, or mortgagee must be required or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the city code official.

5) ~~(2) Additional time beyond 90 days must not be given~~The board of adjustments may not allow the owner or person with an interest in the dangerous building more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the written order unless the owner, lien holder, or mortgagee (1) submits~~person:~~

a) Submits a detailed plan and time schedule for the work ~~and (2) establishes,~~ at the hearing, ~~;~~ and

b) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.

~~(3) If the board grants more than 90 days; (1) progress reports must be submitted by appearance before the board at their scheduling and, (2) for properties with a total value greater than \$100,000.00, a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing the building(s) must be posted or in lieu of the bond, a letter of credit from a financial institution may be~~

~~provided to the city. The bond must be posted or the letter of credit must be provided to the city within 30 days of the hearing.~~

- ~~(c) In the public hearing, the owner, lien holder, or mortgagee has the burden of proof to demonstrate the scope of any work required to comply with the ordinance and the time it will reasonably take to perform the work~~
- ~~(d) The final decision of the board shall be in writing. A copy shall be served on the appellant either personally or by certified mail and within ten days after the date that the order is issued, the board's secretary shall:~~
- ~~6) (1) If the board of adjustments allows the owner or person with an interest in the dangerous building more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the board of adjustments shall require the owner or person to regularly submit progress reports to code official to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that the owner or person with an interest in the building appear before the city code official to demonstrate compliance with the time schedules.~~
- ~~7) In the event the owner or a person with an interest in a dangerous building fails to comply with the order within the time specified therein, the city may cause any occupants of the dangerous building to be relocated, and may cause the dangerous building to be secured, removed, or demolished at the city's expense. The city may assess the expenses on, and the city has a lien against, unless it is a homestead as protected by the state constitution, the property on which the dangerous building was located. The lien is extinguished if the property owner or a person having an interest in the building reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice of lien must contain the name and address of the owner of the dangerous building if that information can be determined by a diligent effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city, and the balance due. Such lien is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property.~~
- ~~8) In addition to the authority set forth in subsection (7) of this section, after the expiration of the time allotted in the order for the repair, removal, or demolition of a dangerous building, the city may repair the building at its expense and assess the expenses on the land on which the building stands or to which it is attached. The repairs contemplated by this section may only be accomplished to the extent necessary to bring the building into compliance with the minimum standards established by this article, and to the extent such repairs do not exceed minimum housing standards. This section shall be applicable only to residential buildings with ten or fewer dwelling units. The city shall follow the procedures set forth in subsection (7) of this section for filing a lien on the property on which the building is located.~~
- ~~9) If repair or demolition is ordered, the code official shall send a copy of the order by certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders within a reasonable period of time after the hearing. Within ten days after the date that the order is issued, the city shall:~~
- ~~a) File a copy of the order in the office of the municipal secretary or clerk; and~~
- ~~b) (2) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:~~
- ~~i) a. The street address or legal description of the property;~~
- ~~ii) b. The date of the hearing;~~

iii) c.—A brief statement indicating the results of the order; (may be a copy of the order); and

iv) d.—~~Instructions~~If not provided in the notice, instructions stating where a complete copy of the order may be ~~located~~obtained.

(e) — The final decision of the board shall not deprive the appellant of seeking redress in any civil12-65. Appeal to district court.

1) Any responsible party of record aggrieved by an order of a board of law; provided, however, such appeal adjustments issued under this article and V.T.C.A., Local Government Code § 214.001 may file in district court a verified petition setting forth that the decision is wrong, illegal or not supported by the evidence, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 1530 calendar days of the board's after the respective dates a copy of the final decision of the municipality is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or such decision shall become final decision. as to each of them upon the expiration of each such 30 calendar day period.

(Code 1961, § 9.03.06; Ord No. 90-14, § 1, 8-21-1990; Ord. No. 2011-50, § 4, 8-16-2011; Ord. No. 2022-31, § 2(Exh. A), 11-1-2022)

Sec.12-66. Demolition of property.

2) (a) Whenever the required repair, vacationUpon an appeal being filed with the district court, the city shall stay all further proceedings, administrative actions, repairs, or demolition is not commenced or completed within the time designated by regarding the building until a final decision by the courts.

3) The appeal in the district court shall be subject to a de novo court review. The city shall seek a judgment of the court finding the building is a public nuisance. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.

4) Costs may not be allowed against the city.

5) If the decision of the municipality is affirmed or not substantially reversed but only modified, the district court shall allow to the city all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners, lienholders, or mortgagees as well as all persons subject to the proceedings before the city.

12-66. Assessment of expenses and penalties.

1) If an appeal has been made to the board of adjustments by any interested party, and if the board of adjustments has held a hearing pursuant to section 12-64 (2) and the time allotted for the repair, removal or demolition of a building under section 12-64 (4) or (5) has expired, then the board of adjustments may, in addition to the authority granted under V.T.C.A., Local Government Code ch. 214 and section 12-64:

a) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached; or

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- b) Assess a civil penalty against the responsible party for failure to repair, remove, or demolish the building.
- 2) The city code official ~~or~~ shall solicit bids in accordance with the city's purchasing policy to make estimates pertaining to the needed repair, removal or demolition of a building. The code official shall cause to be made an assessment of expenses or civil penalty based on such estimates. The code official shall endeavor to minimize the expenses of any building repairs, removal, or demolition order pursuant to this section.
- 3) The city may repair a building under subsection (a) of this section only to the extent necessary to bring the building into compliance with the minimum standards of the city and only if the building is a residential building with ten or fewer dwelling units. The repairs may not improve the building to the extent that the building exceeds minimum standards prescribed by the city.
- 4) The city shall impose a lien against the land on which the building stands or stood, unless it is a homestead as protected by the state constitution, to secure the payment of the repair, removal, or demolition expenses or the civil penalty. Promptly after the imposition of the lien, the city shall file for record, in recordable form in the office of the county clerk, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.
- 5) The city's lien to secure the payment of a civil penalty or the costs of repairs, removal, or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the city. The city's lien is superior to all other previously recorded judgment liens.
- 6) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten percent a year from the date of the assessment until paid in full.
- 7) In any judicial proceeding regarding enforcement of the city's rights under this section, the prevailing party is entitled to recover reasonable attorney's fees as otherwise provided by statute.
- 8) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.

12-67. Violations.

- 1) The owner of any unsafe building or dangerous building who shall fail to comply with any notice or order to repair, vacate or demolish said building or structure, such notice or order given by the authority of the board of adjustments, shall be guilty of a misdemeanor.
- 2) An occupant or lessee in possession of any unsafe building or dangerous building who fails to comply with any notice or order to vacate such building and fails to repair such building in accordance with an order given by the board of adjustment, ~~the building~~ shall be ~~posted~~ guilty of a misdemeanor.
- 3) ~~(b) Subsequent to posting~~Any person removing the notice of a dangerous building, ~~the~~ as provided for in section 8-71(5) shall be guilty of a misdemeanor.
- 4) The violation of any provision of this article shall be unlawful and a misdemeanor offense punishable by a fine not exceeding \$2,000.00. Each day a violation of this article continues shall constitute a separate offense.
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12-68. Securing dangerous building.

- 1) Should the code official ~~may determine~~ that any building or structure within the incorporated limits of the city is a dangerous building, or is unoccupied and unsecured, or is occupied only by persons who do not have a right of possession of the building, he/she shall cause the building ~~or structure to be demolished, removed and/or repaired, to be secured.~~
- 2) Before the 11th day after the date the building is secured, the municipality shall give notice to the owner by:
 - a) Personally serving the owner with written notice; or
 - b) Depositing the notice in the United States mail addressed to the owner at the owner's post office address; or
 - c) Publishing the notice at least twice within a ten-day period in a newspaper of general circulation in the county in which the building is located if personal service cannot be obtained and the owner's post office address is unknown; or
 - d) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office address is unknown.
- 3) The notice must contain:
 - a) Identification, which is not required to be a legal description, of the building and the property on which it is located;
 - b) A description of the violation of the city standards that is present at the building;
 - c) A statement that the city will secure or has secured, as the case may be, the building; and
 - d) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the building.
- 4) The board of adjustment shall conduct a hearing at which any of the responsible parties may testify and present witnesses and written information about any matter relating to the city's securing of the building, if, within 30 days after the date the code official secures or causes to be secured the building, a responsible party files a written request for the hearing. The board of adjustment shall conduct the hearing within 20 days after the date the request is filed with the city.
- 5) The city shall impose a lien against the land on which the building stands, unless it is a homestead, to secure the payment of the cost of securing the building. Promptly after the imposition of the lien, the city shall provide notice to the responsible parties of the lien and file for record, in recordable form in the official public records of the county, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.

Sec. (c) — 12-69. Abandon Construction.

- 1) The building official ~~may approve one~~ shall order the owner of any premises upon which is located any building, structure, or portion thereof, whether permanent or temporary;
 - a) for which a permit was required but never issued, or;
 - b) For which a certificate of occupancy was not obtained and on which there has been a cessation of

~~normal construction for a period of more extensions of time than one year as determined by the building official may determine, to raze and remove such structure. Such structure is declared to be reasonable to complete the required repair or a public nuisance.~~

- ~~2) The written demolition. Such extension requests shall order issued by the building official/fire code official shall be made in writing stating the reasons therefore. If the extension of time exceeds 120 sent to the owner and each lienholder and mortgagee and shall afford the owner, along with each lienholder and mortgagee, at least 30 days, such extension must also be approved by the board, but no more than 60 days to raze and remove the affected structure. Notifications shall comply with section 12 – 62.~~

~~(Code 1961, § 9.03.07; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2011-50, § 4, 8-16-2011; Ord. No. 2022-31, § 2(Exh. A), 11-1-2022)~~

- ~~3) If, after the building official/fire code official has complied with the notice requirements as described in subsection (b), the owner or any lienholder and mortgagee do not request a hearing for review of the demolition order within the specified time, the demolition order shall be deemed final.~~
- ~~4) If a hearing to review the demolition order is requested, the hearing shall be presided over by the Board of Adjustments. At the hearing, the owner and each lienholder and mortgagee shall be given the opportunity to be heard, to present testimony from other persons, to admit documents, and to confront and cross-examine any witnesses. If the Board of Adjustments finds in favor of the owner or any lienholder or mortgagee, the demolition order shall be extinguished. If the Board of Adjustments finds against the owner or any lienholder or mortgagee, the demolition order shall remain in full force and effect and be deemed final. The Board of Adjustments shall have the power to fashion other reliefs as would be equitable.~~
- ~~5) If the demolition order is deemed final and the owner of the premises fails to comply with the demolition order within the time prescribed in the order, the building official/fire code official shall cause the structure to be razed and removed. If the city incurs expenses under this section, the city shall assess the expenses on the property, and the city shall have a lien against the property. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded in the office of the Walker County clerk. The notice must contain the name and address of the owner if that information can be determined with reasonable effort, a legal description of the real property, the amount of the expenses incurred by the city and the balance due. The lien is a privileged lien on the property involved, second only to tax liens, and shall accrue interest at the rate of ten percent per annum from the date such payment is due.~~
- ~~6) Should the city raze and remove any structure in accordance with this section, the city shall have the right to sell the salvage and valuable materials to reimburse the city for the expenses associated with the demolition.~~
- ~~7) As used in this section, "normal construction" means the systematic progress towards completion of construction, as described in the permit, in a manner that is consistent with the usual practices for the specific type of construction and occupancy. "Normal construction" does not include occasional activity or nominal work.~~

~~Sec. 12-67. Recovery of expenses for securing, repair, removal, vacation and/or demolition.~~

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- (a) ~~The building official shall keep an accurate record of all expenses of demolition, removal and/or repair. All such expenses, less any salvage recovery, shall be levied, assessed and collected by the tax office.~~
- (b) ~~Any monies received from sale of a building or from demolition thereof, over and above expenses incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.~~
- (c) ~~In the event that such charges are not paid when due, the tax collector shall file with the county clerk a sworn statement of the building official of the expenses incurred, and the city shall thereby perfect a privileged lien on the property involved, second only to tax and street improvement liens, together with nine percent interest from the date such payment was due.~~
- (d) ~~If a bond has been posted or letter of credit issued to the city, either may be collected for properties valued over \$100,000.00.~~

~~(Code 1961, § 9.03.08; Ord. No. 90-14, § 1, 8-21-1990; Ord. No. 2011-50, § 4, 8-16-2011)~~

Sec. 12-68. Commission of offense.

- (a) ~~A person commits an offense if the person removes or defaces a notice posted by the building official without written permission from the building official.~~
- (b) ~~A person commits an offense if the person enters any building posted with a notice to vacate by the building official without the written permission of the building official, except for purposes of making required repairs or demolishing the same.~~
- (c) ~~A person commits an offense if the person obstructs or interferes with the implementation of any action required by the final notice of the building official or the board.~~

~~(Code 1961, § 9.03.09; Ord. No. 90-14, § 1, 8-21-1990)~~

Secs. 12-~~6970~~—12-94. Reserved.

ARTICLE IV. TRENCH CONSTRUCTION

Sec. 12-95. City contracts.

The city manager and city engineer are hereby directed to ~~include~~require detailed plans and specifications for trench systems that meet Occupational Safety and Health Administration standards in bid documents and the contract ~~offer~~ construction projects in which trench excavation will exceed a depth of five feet ~~detailed plans and specifications for trench systems that meet occupational safety and health administration standards.~~ The plans and specifications shall include a pay item for these same safety systems.

~~(Code 1961, § 9.04.01; Ord. No. 87-29, § 1, 9-22-1987)~~

Sec. 12-96. Plans and specifications.

No person shall enter into a contract for a construction project in the city or its extraterritorial jurisdiction in which trench excavation will exceed a depth of five feet unless the bid documents and the contract include detailed plans and specifications for trench safety systems that meet occupational safety and health administration standards and these plans and specifications include a pay item for these same safety systems.

~~(Code 1961, § 9.04.02; Ord. No. 87-29, § 1, 9-22-1987)~~

Sec. 12-97. Commission of offense.

A person commits an offense if the person works in a trench excavation that exceeds a depth of five feet unless the trench is protected by a trench safety system that meets ~~occupational safety and health administration~~ the Occupational Safety and Health Administration standards.

~~(Code 1961, § 9.04.03; Ord. No. 87-29, § 1, 9-22-1987)~~

Secs. 12-98—12-123. Reserved.

ARTICLE V. ELECTRICITY

Sec. 12-124. ~~Object and scope~~ Purpose.

(a) ~~The object~~ purpose of this ~~article~~ Code is ~~to reduce the personal hazard~~ practical safeguarding of persons and ~~the fire hazard~~ property from ~~electrical causes~~ hazards arising from the use of electricity. ~~This Code is not intended as a design specification or an instruction manual for untrained persons.~~ To accomplish this, the requirements set forth herein ~~are intended to provide a~~ establish minimum ~~standard~~ standards for electrical ~~installation~~ work in the city.

(b) ~~The~~ These provisions ~~of this article shall not apply to installations in railway cars, automotive are considered necessary for the safe installation and ongoing maintenance of electrical equipment, electrical railway companies, to installations used by electrical public utility telephone telegraph companies, radio transmission, or in the distribution of electricity or for the operation of signals or the transmission of intelligence, in the exercise of their function as such agencies~~ systems and located outdoors or in buildings used exclusively for the purpose; provided, however, that these regulations, except as to permits, shall apply to all such wiring and equipment installed in or on the consumer's premises.

~~(Code 1961, § 11.01.02; Ord. of 8-12-1969, § 2)~~

facilities, ensuring a consistent level of safety throughout the city.

Sec. 12-125. Installation standards.

1) ~~(a)~~ (a)—In every case where no specific type or class of material, or no specific standard of construction is prescribed by the statutes of the state, installation shall be made in conformity to the standards provided by the National Electrical Code, the most current edition and amendments adopted by the State of Texas, a copy of which is ~~authenticated by the signatures of the mayor and the city secretary, and is on file in the city secretary's~~ on file in the Central Inspections office.

2) ~~(b)~~ (b)—All electrical equipment installed or used shall ~~be in conformity with~~ conform to the provisions of this article, ~~the applicable state statutes of the state, and any order, rules and regulations issued by authority thereof, and with approved electrical~~ recognized safety standards ~~for safety to persons and property.~~

3) Unless ~~otherwise disapproved~~ disapproved by this article, ~~by a state statute of the state, or by any orders, rules~~ order, rule, or regulation issued by authority thereof, ~~a specific type or class of electrical equipment is disapproved for installation and use, conformity~~ compliance with the standards of ~~Underwriters'~~ Underwriters' Laboratories, Inc., as approved by the American National Standards Institute, and ~~the other~~ other electrical provisions ~~of other standards~~ approved by the American National Standards Institute shall constitute prima facie evidence of conformity with approved ~~standards for safety to persons and property; provided, however, that~~ standards.

4) ~~The provisions of this section shall not apply to equipment owned and used/operated by an electrical supply or communication agency/utility in the generation, transmission, or distribution of electricity or for the operation of signals or the transmission of intelligence-, or for communication and signal operations.~~

(c) ~~The term "fire limits," as referred to in the provisions of this article relating to electrical work within the fire limits of the city, shall be taken to mean and include the district contained within the fire limits as they exist at the time of the installation or performance of such electrical work.~~

~~(Code 1961, § 11.01.03; Ord. of 8-12-1969, § 6; Ord. of 2-23-1971, § 1; Ord. No. 81-31, § 3, 7-7-1981; Ord. No. 86-20, § 1, 7-15-1986; Ord. No. 91-16, § 6, 8-6-1991; Ord. No. 98-20, 9-22-1998; Ord. No. 2002-08, 3-5-2002; Ord. No. 2005-01, 1-4-2005; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 5, 8-16-2011; Ord. No. 2016-42, § 2(Exh. A), 10-4-2016; Ord. No. 2017-43, § 3(Exh. A), 11-21-2017; Ord. No. 2019-50, § 3(Exh. A), 9-17-2019)~~

Sec. 12-126. Additional rules and regulations.

1) (a) ~~All work shall be executed/installed in a neat/professional and workmanlike/skillful manner. Slipshod work or work not in keeping with good electrical practice shall be classed as defective and shall be immediately corrected by persons causing same.~~

~~(Code 1961, § 11.01.04; Ord. of 8-12-1969, § 7; Ord. No. 82-25, § 16, 11-2-1982; Ord. No. 86-10, § 1, 5-6-1986; Ord. No. 86-20, § 2, 7-15-1986; Ord. No. 2002-08, 3-5-2002; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 5, 8-16-2011; Ord. No. 2017-43, § 3(Exh. A), 11-21-2017; Ord. No. 2019-50, § 3(Exh. A), 9-17-2019)~~

Sec. 12-127. Application for inspection and permit.

1) (a) ~~Permits required.~~

a) (1) ~~A person commits an offense if he installs, alters, or adds any electrical wiring or electrical equipment within or to any building, structure, or premises within the city without a permit therefor.~~

i) a. ~~The~~ master electrician ~~must remain on the site of work being performed at~~ shall be responsible for all such times that electrical work is being performed unless at least one representative being performed under their license. A master electrician is not required to be present on a commercial job site if a licensed by the state as a journeyman electrician is on the same site. The journeyman electrician must be employed by the master electrician- and is present at the site where the electrical work is being performed. On new construction of a single-family dwelling, a licensed residential wireman electrician licensed by the state may act/serve as the master electrician's/electrician's on-site representative. Any person performing electrical work performed without a master, journeyman or residential wireman electrician the required licensed individual on site is considered in shall constitute a violation of this section.

ii) b. ~~Electrical work performed on an electrical sign must or related equipment shall be performed by a licensed master, journeyman or master electrical sign electrician. The, journeyman sign electrician, or master electrician. A licensed person/individual, as referenced above, must remain on be present at the job site at all times during/while such time that electrical work is being performed.~~

b) (2) ~~Permits shall be issued only to the following:~~

i) a. ~~Any master electrician or master sign electrician holding a valid license issued by the state in the city and in charge of the proposed work; or~~

ii) b. ~~Any residential property owner, for electrical work to be done by him/her, on his/her residential property occupied by him/her as his/her homestead.~~

-
- 2) ~~(b)~~—No permit is required to ~~execute~~perform any of the following classes of electrical work:
- a) ~~(1)~~—The installation, alteration, or repair of electrical equipment for the operation of signals or for the transmission of intelligence by ~~wire by~~ a communication agency.
 - b) ~~(2)~~—Electrical work done by anyone who is regularly employed (minimum 40 hours per week) as or acting as a maintenance man or maintenance engineer, incidental to and in connection with the business in which he is employed, and who does not engage in the occupation of an electrician for the general public. All electrical maintenance work and service shall be subject to inspection. The building official shall be authorized to require maintenance work to be permitted and performed by a master electrician when, in the building official's opinion, unusual or specific hazards exist.
 - c) ~~(3)~~—The installation, alteration or repair of electrical equipment installed by or for an electrical supply agency for the use of such agency in the generation, transmission and distribution of electricity.
- 3) ~~(c)~~—Application for such inspections and permit describing the work to be done shall be made in writing, accompanied by plans and specifications when required, and submitted to the city building official by the master electrician, electrical contractor, master sign electrician, or electrical sign contractor responsible for the work. Upon approval of submitted documents, the master electrician or master sign electrician will be responsible to obtain the necessary permit. The electrician shall be responsible for notifying the city building official when an inspection is desired.
- 4) ~~(d)~~—On all applications where plans and specifications require installation above the minimum standards, as set forth in this Code, the plans and specifications shall accompany the application for permit. No deviation may be made from such plans and specifications without the written approval of the owner, architect or engineer of record. On all applications where plans and specifications do not meet the minimum requirements as set forth in this Code, the master electrician, licensed architect or engineer shall alter accordingly, before permits shall be granted.
- 5) ~~(e)~~—All applications for inspections shall be accompanied by inspection fees as established by ordinance from time to time.
- 6) ~~(f)~~—Master electricians and electrical sign contractors shall at all times keep the city building official notified of the progress of their work and shall request inspections as the work progresses. Upon receipt of an application requesting inspection, the city building official shall inspect or cause to be inspected said work within 48 hours after receiving ~~applications-the application~~. Saturdays, Sundays and holidays are not included in this time. After inspecting the electrical wiring covered by an application obtained by the master electrician, the city inspector shall leave a report which shall state that the work has been inspected and approved or that it is not approved and must be held open for correction. No person, including the master electrician, general contractor or his representative, shall ~~lath, cover or in any manner~~ conceal any wiring until they are informed that such wiring has been approved by the city building official.
- 7) ~~(g)~~—The master electrician and electrical sign contractor shall have electrical work installed by him inspected before such work is covered or concealed. All cabinets and panel board covers or trims shall be left off for final inspection, and any fitting or cover that conceals any wiring which may hinder the proper inspection of electrical work shall be removed by the master electrician.
- 8) ~~(h)~~—Master electricians and electrical sign contractors making extensions or additions to existing electrical systems shall, before proceeding with such work, ascertain from the city building official whether any of the old work must be changed or must be brought up to the requirements of this article.
- ~~(i) —Upon completion and receipt of final inspection papers covering electrical work, the city building official shall make a final inspection, and if such work is found to comply with this article, a report of inspection shall be issued stating that the work has been done according to the provisions of this article and the rules governing the respective class to which it belongs.~~

~~(j) — The report referred to in subsection (j) of this section shall not relieve the master electrician or electrical sign contractor of his responsibility for any defective work that may have been concealed or escaped the notice of the inspector.~~

9) ~~(k)~~ — It shall be unlawful for any utility provider operating in the city to furnish current to any ~~new~~ building, tent, structure or outdoor wiring of any kind, nature or description without first obtaining a clearance from the city building official, stating that such wiring is approved and a permit has been issued for the use of current. Whenever any service is discontinued to any building structure for any cause whatever (excepting nonpayment of bill) a clearance will be necessary before each building or structure can be reconnected. Any time a building is vacated, the city building official ~~must~~may make certain that there have not been any unauthorized additions made to the wiring of such building that might create a fire hazard, or that the wiring has not become in such a condition as to be hazardous.

10) ~~(l)~~ — Whenever any electrical conductor or electrical material in or on any building or any electrical conductor on any pole line or any conductor underground becomes, or is in a condition that is dangerous to life or property, the city building official is hereby empowered to condemn, disconnect and cause the owner of such conductor or material to immediately correct the same or have it removed.

~~(Code 1961, § 11.01.05; Ord. of 8-12-1969, § 8; Ord. No. 82-25, § 17, 11-2-1982; Ord. No. 2002-08, 3-5-2002; Ord. No. 2005-01, 1-4-2005; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 5, 8-16-2011; Ord. No. 2016-42, § 2(Exh. A), 10-4-2016; Ord. No. 2017-43, § 3(Exh. A), 11-21-2017)~~

Sec. 12-128. Permit Fees.

Fees for ~~inspection~~.

1) ~~(a) — Fees for roughing in work, replacement of service entrance equipment, and motor generation electrical permits shall be as established by ordinance from time to time.~~

~~(b) — Fees for the following miscellaneous items and services shall be as established by ordinance from time to time:~~

~~(1) — Electric welders.~~

~~(2) — Electric ranges.~~

~~(3) — Motion picture projectors.~~

~~(4) — Sign and outline lighting, per circuit.~~

~~(5) — Temporary service.~~

~~(6) — Repairs and alterations.~~

~~(7) — Reinspections.~~

~~(8) — Additional meters.~~

2) ~~(c)~~ — Additional trips. In case the city building official is required to make more than one trip from his office for the purpose of inspecting any work on account of violation of rules, wrong address or any other irregularities caused by the master electrician or his agent, a charge as established by ordinance from time to time shall be made for each additional trip.

~~(Code 1961, § 11.01.06; Ord. of 8-12-1969, § 9; Ord. No. 77-14, 5-5-1977; Ord. No. 82-25, § 22, 11-2-1982; Ord. No. 2011-50, § 5, 8-16-2011)~~

Sec. 12-129. Prerequisites to engaging in electrical work; licenses.

- 1) ~~(a)~~—Every person before engaging in the business of doing work of installing, repairing or removal of electrical wiring and equipment shall comply with each and every provision of this article, except as otherwise provided.
- 2) ~~(b)~~—Secure an appropriate license as required by the state V.T.C.A., Occupations Code § 1305.151 and administered by the state department of licensing and regulation.
- 3) ~~(c)~~—Register annually with the city as a master, journeyman, residential wireman, master sign, journeyman sign or maintenance electrician.

~~(Code 1961, § 11-01.07; Ord. of 8-12-1969, § 10; Ord. No. 82-25, § 18, 11-2-1982; Ord. No. 2002-08, 3-5-2002; Ord. No. 2005-01, 1-4-2005; Ord. No. 2005-02, 1-4-2005; Ord. No. 2006-02, 1-3-2006; Ord. No. 2011-50, § 5, 8-16-2011; Ord. No. 2017-43, § 3(Exh. A), 11-21-2017)~~

Sec. 12-130. Penalties.

Any person who shall violate any of the provisions of this article, or who shall fail to comply with same, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$2,000.00.

~~(Code 1961, § 11-01.09; Ord. of 8-12-1969, § 12; Ord. of 2-23-1971, § 2)~~

Sec. 12-131. Liability for damages.

This article shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment, for damages to persons or to property caused by any defect therein, nor shall the city or any officer or employee of such city be held as assuming such liability by reason of the inspection or reinspection authorized herein, or the certificate or disapproval of any equipment authorized herein.

~~(Code 1961, § 11-01.10; Ord. of 8-12-1969, § 13)~~

Sec. 12-132. Investigation fees in certain cases.

All electrical permit, inspection, fixture and appliance fees shall apply except that if any person shall make application for permit as provided herein, after the work has been started or after the work has been partially completed or concealed, such person shall pay an investigation fee that is 2 times the fee which would ordinarily be required. These investigation fees shall be paid by the person to whom the permit is issued under the terms and provisions of this article.

~~(Code 1961, § 11-01.11; Ord. of 8-12-1969, § 16; Ord. No. 2017-43, § 3(Exh. A), 11-21-2017)~~



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 2.c.

Agenda Item: First Reading: Consider authorizing the City Manager to award the City Hall Audio-Visual (AV) Installation Project to NCS in the amount of \$318,504.50 and to designate the City's Information Technology Department as project manager, with NCS as the installer.

Initiating Department/Presenter: Information Technology

Presenter:

Bill Wavra, IT Director

Recommended Motion:

FIRST READING – Move to waive the two-reading requirement and authorize the City Manager to award the City Hall Audio-Visual (AV) Installation Project to NCS in the amount of **\$318,504.50**, funded by **\$258,289** from Christiansen's remaining allocation and **\$60,215.50** from the Information Technology Department's FY 2024–2025 budget, and to allow the City's Information Technology Department to manage the AV installation moving forward, with NCS serving as the installer.

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

Discussion:

The City Hall AV installation project was originally budgeted at \$304,809. Following the initial technology-purchased services, there is a remaining balance of \$258,289 allocated to Christiansen, the contractor for the new City Hall construction, to deliver the AV scope of work. Christiansen engaged 1127 Design Group (formerly Noslar) to perform the work; however, it was later determined that 1127 Design Group was not an authorized Crestron dealer, as required by the project specifications. This vendor compliance issue and underbidding by 1127 Design Group created a funding gap when the project was rebid through qualified dealers.

Through competitive quotes with authorized Crestron dealers (NCS and DataVox), the updated project total is \$318,504.50. DataVox's proposal was approximately \$35,000 higher than NCS's, and since NCS is already on the state's approved vendor list (BuyBoard), staff recommends NCS as the most cost-effective and compliant choice.

The rebid and value-engineering process reduced the shortfall from an initial \$91,455 to the current \$60,215.50. Staff due diligence included vendor outreach, Crestron representative consultations, specification compliance review, multiple site walks, cost-reduction evaluations, and coordination with Christiansen and internal stakeholders.

To ensure compliance, accountability, and timely completion, staff further recommends that the City's Information Technology Department manage the AV installation moving forward, with NCS as the installer.

Previous Council Action: None

Financial Implications:

- **\$258,289** from Christiansen's remaining project allocation.
- **\$60,215.50** from the IT Department's FY 2024–2025 budget.

This combined funding approach fully covers the revised project cost of **\$318,504.50**. Approval of this plan ensures the City Hall AV installation can be completed without additional general fund allocations beyond what has already been planned.

Approvals:

Bill Wavra
Lance Hall
Scott Swigert
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 2.d.

Agenda Item: First Reading: Consider authorizing the City Manager to award the construction contract for CIP 23-24 Waterline Replacement Project with S-Co Inc. for an amount of \$1,342,034.00.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and authorize the City Manager to enter into a construction contract with S-Co Inc., for an amount of \$1,342,034.00.

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

Discussion: The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection. Part of this project was included in the listed of the 2016 Water and Wastewater Condition and Capacity Assessment Studies Table 7-2 Project #3, and another part of this project is for the Old Colony Road area.

This project consists of waterline replacements in two (2) areas which are identified as Mance Park Middle School (Project #3) and Old Colony Road.

The Mance Park Middle School project consists of approximately 4,300' of various size water lines ranging from 2" to 12" in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. (See Attached Map for the area)

The Old Colony Road project consists of approximately 2,500' of various sizes along Old Colony Road from Goodrich to HWY 19, and along Utility Road, Jeffro Street, and Rhodes Road. (See Attached Map for the area)

Two(2) construction bids were received for this project. A summary of those bids are listed below for comparison:

Bidder	S-Co, Inc	5-T Utilities, Inc
Old Colony Location Bid	\$506,620.00	\$482,341.97
Mance Pk Location Bid	\$835,414.00	\$912,715.35
Total Bid	\$1,342,034.00	\$1,395,057.32

The EOR have reviewed and evaluated the qualifications and references of S-Co, Inc., and recommended that the City move forward with the project bid amount of \$1,342,034.00. See attached Recommendation Letter and Bid Tabulations.

Previous Council Action: The City Council approved a total amount of \$288,000.00 in FY 2023-2024 CIP budget for developing waterline replacement design of this project and awarded Pape-Dawson Engineers for professional engineering services.

Financial Implications:

☒ Item is budgeted: In the amount of \$1,388,534

Approvals:

Kathlie Jeng-Bulloch

Ricardo Villagrand

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Proposed Project Maps
2. Pape-Dawson Engineers Recommendation Letter and Bid Tabulations



Proposed Project Area
Mance Park Middle School

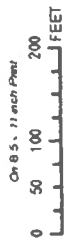
The City of Huntsville, Texas and its employees give NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsville.gov/c3/City_Maps

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At
www.huntsville.tx.gov/gis
PAGE 97 OF 218

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
6th St., 7th St, 8th St, 9th St, University Ave, Ave H



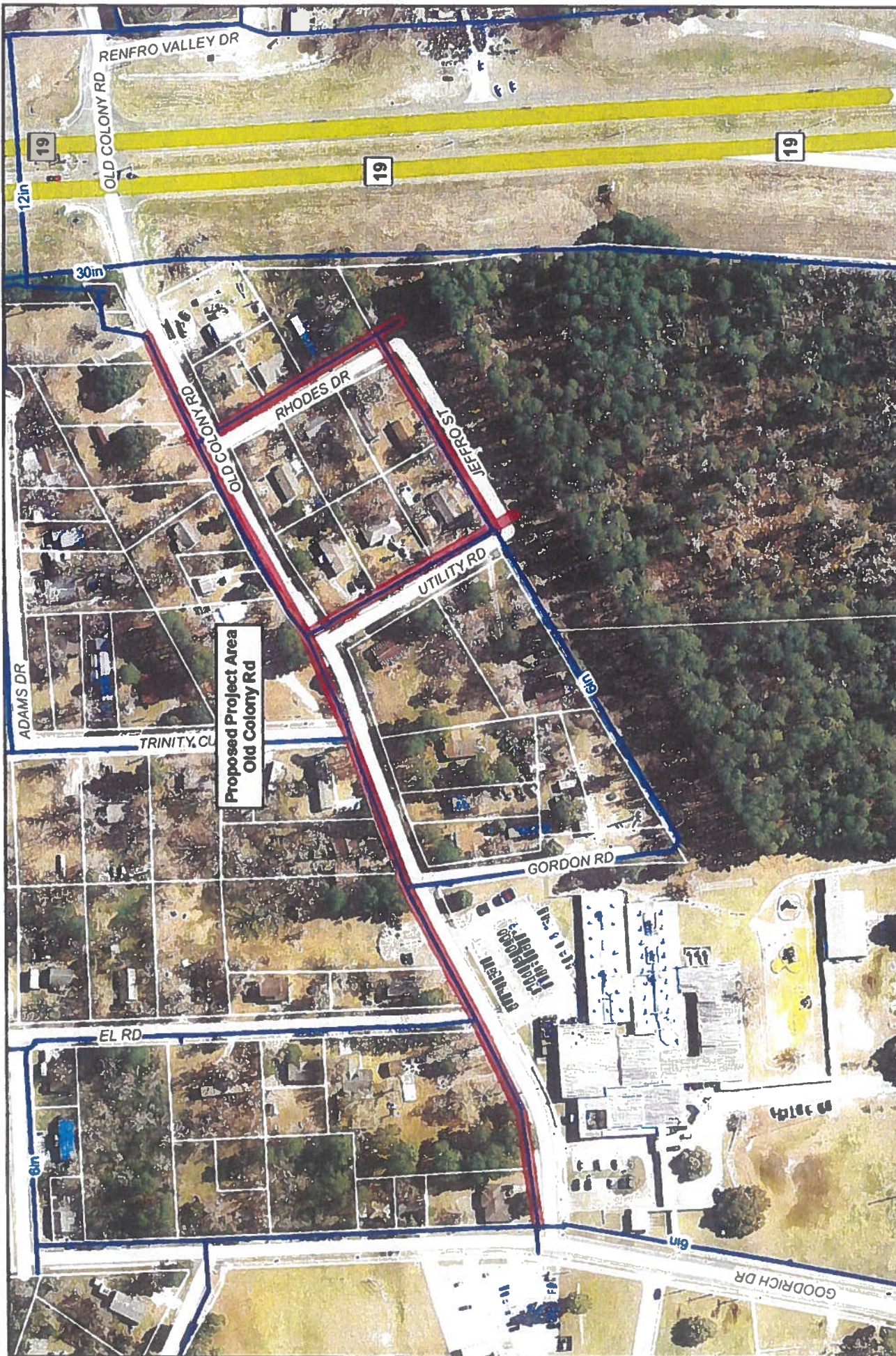
1 in = 200 ft



Coordinate System: NAD 83 StatePlane Texas Central FIPS 4200 Feet



Layer Credits



**Proposed Project Area
Old Colony Rd**

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 the full GIS Data Disclaimer at www.huntsville.gov/4330/City-Maps

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsville.gov/gis

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
Old Colony Rd, Rhodes Dr., Jeffro St., Utility Rd



1 in = 200 ft
On 8 1/2 x 11 inch Print
0 50 100 200 FEET
On Any Print Size



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

PAPE-DAWSON

September 11, 2025

Dr. Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM
City of Huntsville Engineer
448 Highway 75 North
Huntsville, TX 77320

RE: Mance Park Middle School Waterline &
FY 2023/2024 Miscellaneous Waterlines
(Old Colony Road, Utility Road, Jeffro St &
Rhodes Drive)
Project #24-10-09, Bid No. 25-31

Dear Mrs. Jeng-Bulloch:

On September 2, 2025, the City of Huntsville received bids for the above-referenced project. A total of two (2) bids were received and below is listed a summary of the bids:

Bidder	S-Co, Inc	S-T Utilities, Inc
Old Colony Location Bid	\$506,620.00	\$482,341.97
Mance Pk Location Bid	\$835,414.00	\$912,715.35
Total Bid	\$1,342,034.00	\$1,395,057.32

S-Co, Inc is the apparent low bidder for this project's bid. It is recommended that the City of Huntsville move forward with the project bid amount of \$1,342,034.00.

We have reviewed and evaluated the qualifications and references of S-Co, Inc. They have received good recommendations confirming their quality of work. Based on the bids submitted, we recommend the City of Huntsville award the contract to S-Co, Inc.

Please contact us at 713-428-2400 if you have any questions or require additional information.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.

Keith Mahon

Digitally signed by Keith Mahon
DN: cn=S, o=Pape-Dawson, ou=Community
Infrastructure, cn=Keith Mahon
Reason: I am approving this document
Date: 2025.09.11 07:50:34-05'00'

Keith Mahon, P.E., ENV SP
Principal Engineer

Dr. Kathlie S. Jeng-Bulloch
Letter of Recommendation – Waterline Replacement Project
September 11, 2025
Page 2 of 2

 Digitally signed by Vernon W. Hegwood, P.E.
DN: cn=US, o=Pape-Dawson Engineers, c=US
E=VHegwood@pape-dawson.com, cn=Vernon W. Hegwood, P.E.
Date: 2025.09.11 08:44:25-05'00'

Vernon Hegwood, P.E.
Vice President

K:\Projects\413\89\00\Bid Phase\Recommend Ltr 20250911.docx

City of Huntsville
Waterline Replacement Project
Bid Tab Summary

Bidder	S-Co, Inc	S-T Utilities, Inc
Old Colony Loc	\$506,620.00	\$482,341.97
Mance Pk Loc	\$835,414.00	\$912,715.35
Total Bid	\$1,342,034.00	\$1,395,057.32

**City of Huntsville Water Line Replacement Project
Bid Tabulations**

Mance Park Location					S-Co, Inc		S-T Utilities, Inc	
Line #	Description	QTY	UOM	Average Bid	Total Price	\$835,414.00	Total Price	\$912,715.35
					Unit	Bid	Unit	Bid
1	Move-in and start-up	1	LS	\$ 41,231.32	\$39,000.00	\$39,000.00	\$43,462.64	\$43,462.64
2	6" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	309	LF	\$ 64.00	\$70.00	\$21,630.00	\$58.00	\$17,922.00
3	8" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	10	LF	\$ 393.50	\$607.00	\$6,070.00	\$180.00	\$1,800.00
4	12" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	2062	LF	\$ 139.50	\$114.00	\$235,068.00	\$165.00	\$340,230.00
5	12" PVC C-900 (DR18) Pressure Class 235 Waterline Open Cut (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	1122	LF	\$ 106.00	\$102.00	\$114,444.00	\$110.00	\$123,420.00
6	12" PVC C-900 (DR18) Pressure Class 235 Waterline Open Cut, W/ Restrained Joints (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	73	LF	\$ 146.50	\$175.00	\$12,775.00	\$118.00	\$8,614.00
7	2" Blow Off Valve and Box, Complete in Place	1	EA	\$ 6,661.90	\$9,130.00	\$9,130.00	\$4,193.80	\$4,193.80
8	Fire Hydrant Assembly per specifications and details, including lead, box, cover and gate valve, Complete in Place	7	EA	\$ 8,433.22	\$8,412.00	\$58,884.00	\$8,454.44	\$59,181.08
9	12" Gate Valve & Box, Complete in Place	12	EA	\$ 4,786.99	\$4,807.00	\$57,684.00	\$4,766.97	\$57,203.64
10	8" Gate Valve & Box, Complete in Place	2	EA	\$ 2,957.63	\$3,167.00	\$6,334.00	\$2,748.25	\$5,496.50
11	6" Gate Valve & Box, Complete in Place	5	EA	\$ 2,214.45	\$2,290.00	\$11,450.00	\$2,138.90	\$10,694.50
12	2" Gate Valve & Box, Complete in Place	1	EA	\$ 1,398.11	\$1,640.00	\$1,640.00	\$1,156.22	\$1,156.22
13	6" Cap w/ 2" Plug, Complete in Place	1	EA	\$ 1,314.00	\$1,025.00	\$1,025.00	\$1,602.99	\$1,602.99
14	12" Plug & Abandon, Complete in Place	2	EA	\$ 1,957.50	\$1,665.00	\$3,330.00	\$2,250.00	\$4,500.00
15	6" Plug & Abandon, Complete in Place	3	EA	\$ 1,450.00	\$1,150.00	\$3,450.00	\$1,750.00	\$5,250.00
16	2" Plug & Abandon, Complete in Place	2	EA	\$ 1,345.00	\$940.00	\$1,880.00	\$1,750.00	\$3,500.00
17	Connect proposed waterline to existing 12-inch (12") waterline (including fittings, restrained joints, bedding, backfill, testing, and removal and disposal of existing plug), Complete in Place	3	EA	\$ 4,017.31	\$5,395.00	\$16,185.00	\$2,639.61	\$7,918.83
18	Connect proposed waterline to existing 8-inch (8") waterline (including fittings, restrained joints, bedding, backfill, testing, and removal and disposal of existing plug), Complete in Place	2	EA	\$ 3,233.54	\$3,655.00	\$7,310.00	\$2,812.08	\$5,624.16
19	Connect proposed waterline to existing 6-inch (6") waterline (including fittings, restrained joints, bedding, backfill, testing, and removal and disposal of existing plug), Complete in Place	3	EA	\$ 2,689.17	\$2,715.00	\$8,145.00	\$2,663.33	\$7,989.99
20	Remove Existing Fire Hydrant and return to City of Huntsville	2	EA	\$ 1,220.50	\$1,191.00	\$2,382.00	\$1,250.00	\$2,500.00
21	Transfer Water Meter and Service to New Water Line, including curb stops, meter box and cover, Complete in Place. Contractor to coordinate with property owner for location of water services. Location of water meter to be approved by City of Huntsville. Installation of water meter to be performed by City of Huntsville.	50	EA	\$ 2,521.00	\$2,892.00	\$144,600.00	\$2,150.00	\$107,500.00
22	Remove and Restore Existing Pavement	205	SY	\$ 106.00	\$114.00	\$23,370.00	\$98.00	\$20,090.00
23	Trench Safety Systems for waterline placement, Complete in Place	1195	LF	\$ 4.20	\$1.40	\$1,673.00	\$7.00	\$8,365.00
24	Furnish, install and maintain Storm Water Pollution Prevention Plan for construction of project, Complete in Place.	1	LS	\$ 7,125.00	\$9,750.00	\$9,750.00	\$4,500.00	\$4,500.00
25	Furnish, install and maintain Traffic Control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (latest edition), including flagmen, temporary modifications to (and restoration of) the traffic signs and placement and removal of temporary striping, Complete in Place.	1	LS	\$ 10,750.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00
26	Site Restoration to original or better condition, including regrading and stabilization of side-slopes, replacement of all damaged irrigation systems, culverts, fences and all other existing utilities or facilities not explicitly outlined in other bid items, cleaning of pavement areas, and removal of all equipment and unused or removed materials from the site, Complete in Place.	1	LS	\$ 23,790.00	\$17,580.00	\$17,580.00	\$30,000.00	\$30,000.00
27	Clearing and Grubbing (Including Easements) as shown in the construction drawings, Complete in Place.	1	LS	\$ 14,562.50	\$14,125.00	\$14,125.00	\$15,000.00	\$15,000.00
					S-Co, Inc		S-T Utilities, Inc	
					Total Price	\$835,414.00	Total Price	\$912,715.35

**City of Huntsville Water Line Replacement Project
Bid Tabulations**

Old Colony Location					S-Co, Inc		S-T Utilities, Inc	
					Total Price	\$506,620.00	Total Price	\$482,341.97
Line #	Description	QTY	UOM	Average Bid	Unit	Bid	Unit	Bid
1	Move-in and start-up	1	LS	\$ 23,484.34	\$24,000.00	\$24,000.00	\$22,968.67	\$22,968.67
2	8" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	1478	LF	\$ 97.50	\$100.00	\$147,800.00	\$95.00	\$140,410.00
3	8" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless, Restrained Joint (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	37	LF	\$ 169.00	\$200.00	\$7,400.00	\$138.00	\$5,106.00
4	6" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	964	LF	\$ 61.50	\$65.00	\$62,660.00	\$58.00	\$55,912.00
5	6" PVC C-900 (DR18) Pressure Class 235 Waterline Trenchless, Restrained Joint (all depths, including bends, wyes, crosses, plugs, clamps, reducers and tees), Complete in Place	65	LF	\$ 116.80	\$155.00	\$10,075.00	\$78.60	\$5,109.00
6	1" Air Release Valve, Complete in Place	1	EA	\$ 7,397.50	\$9,275.00	\$9,275.00	\$5,520.00	\$5,520.00
7	Fire Hydrant Assembly per specifications and details, including lead, box, cover and gate valve, Complete in Place	5	EA	\$ 8,893.22	\$9,332.00	\$46,660.00	\$8,454.44	\$42,272.20
8	6"x4" Tapping Sleeve and Valve, Complete in Place	1	EA	\$ 4,069.18	\$3,925.00	\$3,925.00	\$4,213.35	\$4,213.35
9	8" Gate Valve & Box, Complete in Place	4	EA	\$ 3,124.13	\$3,750.00	\$15,000.00	\$2,498.25	\$9,993.00
10	6" Gate Valve & Box, Complete in Place	8	EA	\$ 2,254.45	\$2,550.00	\$20,400.00	\$1,958.90	\$15,671.20
11	6" Plug & Abandon, Complete in Place	2	EA	\$ 1,178.00	\$956.00	\$1,912.00	\$1,400.00	\$2,800.00
12	Connect proposed waterline to existing 6-inch (6") waterline (including fittings, restrained joints, bedding, backfill, testing, and removal and disposal of existing plug), Complete in Place	5	EA	\$ 2,855.76	\$3,463.00	\$17,315.00	\$2,248.51	\$11,242.55
13	Remove Existing Fire Hydrant and return to City of Huntsville	4	EA	\$ 1,220.50	\$1,191.00	\$4,764.00	\$1,250.00	\$5,000.00
14	Transfer Water Meter and Service to New Water Line, including curb stops, meter box and cover, Complete in Place. Contractor to coordinate with property owner for location of water services. Location of water meter to be approved by City of Huntsville. Installation of water meter to be performed by City of Huntsville.	29	EA	\$ 2,512.00	\$2,874.00	\$83,346.00	\$2,150.00	\$62,350.00
15	Remove and Restore Exist Pavement	138	SY	\$ 106.00	\$114.00	\$15,732.00	\$98.00	\$13,524.00
16	Locate Exist Water Line by Pot Hole	9	EA	\$ 1,052.00	\$354.00	\$3,186.00	\$1,750.00	\$15,750.00
17	Furnish, install and maintain Storm Water Pollution Prevention Plan for construction of project, Complete in Place.	1	LS	\$ 7,125.00	\$9,750.00	\$9,750.00	\$4,500.00	\$4,500.00
18	Furnish, install and maintain Traffic Control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (latest edition), including flagmen, temporary modifications to (and restoration of) the traffic signs and placement and removal of temporary striping, Complete in Place.	1	LS	\$ 10,750.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00
19	Site Restoration to original or better condition, including regrading and stabilization of side-slopes, replacement of all damaged irrigation systems, culverts, fences and all other existing utilities or facilities not explicitly outlined in other bid items, cleaning of pavement areas, and removal of all equipment and unused or removed materials from the site, Complete in Place.	1	LS	\$ 21,250.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00
20	Clearing and Grubbing (Including Easements) as shown in the construction drawings, Complete in Place	1	LS	\$ 9,710.00	\$4,420.00	\$4,420.00	\$15,000.00	\$15,000.00
					S-Co, Inc		S-T Utilities, Inc	
					Total Price	\$506,620.00	Total Price	\$482,341.97



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 3.a.

Agenda Item: Consider the board appointment to the City of Huntsville Arts Commission.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Mayor Nominates Arts Commission board member as presented.

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

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

Previous Council Action: None

Financial Implications: None

Approvals:

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

1. October 21, 2025 Board Appointments



CITY OF HUNTSVILLE

BOARD AND COMMISSION APPOINTMENTS/REAPPOINTMENTS

BOARD NAME	SEAT #	APPOINT/ REAPPOINT	BOARD MEMBER	TERM EXPIRES
Arts Commission				
	5	Appoint	Jason Brandolini	8-31-2028



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 3.b.

Agenda Item: Consider the appointment of a representative to the Houston-Galveston Area Council (H-GAC).

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Move to designate _____ as the Representative to the Houston-Galveston Area Council (H-GAC).

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

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Scott Swigert

Kristy Doll

Associated Information:

1. City Designation Form 2026 (1)

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2026 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of _____, Texas that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2026.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 3.c.

Agenda Item: Consider nominating one candidate for each of the two Board of Directors Positions on the Walker County Appraisal District's (WCAD) Board.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Note: Nominate one candidate for each of the two Board of Directors positions. Please include each candidate's name for the two Board positions in the motion.

Move to nominate _____ and _____ for each of the two Board of Directors Positions for the Walker County Appraisal District's (WCAD) Board of Directors.

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

Discussion: In compliance with the Texas Property Tax Code, Section 6.03, Walker County Appraisal District requests nominations for Board of Director Positions from all Jurisdictions in Walker County that are entitled to vote.

The City of Huntsville governing body may nominate, by resolution adopted by the governing body, one candidate for each of the two (2) Board of Directors positions on the Nomination Ballot provided. The length of the term for each candidate is 4 years. Each jurisdiction must vote on the nominees in an open meeting.

With the passage of SB2 during the 88th Legislative session, the number of appointed CAD Directors has been reduced from seven to five. SB 2 also required the addition of three (3) elected directors, and the elected Tax Assessor-Collector is now a voting Director. All Directors now serve staggered terms. Under current legislation, Walker CAD Directors does not have term limits.

Previous Council Action: Nomination of officers for the WCAD is conducted every two years.

Financial Implications: There is no financial impact associated with this item.

Approvals:

Kristy Doll

Associated Information:

1. Resolution No. 2025-36

RESOLUTION NO. 2025-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, FOR THE NOMINATION OF THE CITY COUNCIL FOR A CANDIDATE TO THE BOARD OF DIRECTORS OF THE WALKER COUNTY APPRAISAL DISTRICT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO.

WHEREAS Section 6.03 of the Texas Tax Code provides for the nomination and election of a Board of Directors for Appraisal District; and

WHEREAS the governing body of each taxing unit entitled to vote may nominate individuals to be considered for election to the Board of Directors.

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

SECTION 1: The City Council of the City of Huntsville, Texas, hereby nominates _____ for the Walker County Appraisal District Board of Directors.

SECTION 2: The City Secretary is directed to deliver its nomination to the Walker County Appraisal District.

SECTION 3: This resolution shall take effect immediately upon passage by City Council.

PASSED AND APPROVED this 21st day of October, 2025.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on claims by Frost Construction Company, Inc. regarding Service Center Expansion & Renovation.

Initiating Department/Presenter: City Attorney

Presenter:

Leonard Schneider, City Attorney

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

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: Devan Dawson, Municipal Court Judge.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 6.c.

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: Angela Valis, Alternate Municipal Court Judge.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 6.d.

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: City Attorney.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Brian Beasley

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

10/21/2025

Agenda Item Number: 7.a.

Agenda Item: Consideration and possible action on claims by Frost Construction Company, Inc., regarding Service Center Expansion & Renovation.

Initiating Department/Presenter: City Attorney

Presenter:

Leonard Schneider, City Attorney

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall
Scott Swigert
Kristy Doll

Associated Information: