

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, NOVEMBER 18, 2025

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

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

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

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

WORKSHOP (5:30 p.m.)

- a. Reception to recognize newly elected Councilmembers.

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

- a. Posting of the Colors by Boy Scout Troop 98

ELECTION MATTERS

- a. Administer the Oaths of Office and Statements of Officer to the duly elected Mayor and Ward Councilmember Positions two (2), three (3), and four (4) for City Council by Municipal Court Judge Devon Dawson.
Kristy Doll, City Secretary
- b. Consider electing a Mayor Pro Tem

PROCLAMATION

- a. Proclamation No. 2025-19 Cy Andrew Brown Eagle Scout
Russell Humphrey, Mayor
- b. Proclamation No. 2025-22 Small Business Saturday
Russell Humphrey, Mayor

PRESENTATIONS

- a. Receive a presentation on fraud from Terri Gardner, Sergeant Investigator, Office of the Inspector General, Texas Board of Criminal Justice.
Pat Graham, Councilmember At-Large Position 4

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 October 21, 2025, Regular City Council Meeting.
Kristy Doll, City Secretary
- b. Consider adopting Ordinance No. 2025-35, Ordering a Municipal Runoff Election to be held on December 13, 2025, for the purpose of electing a Ward One Councilmember to serve a three-year term.
Kristy Doll, City Secretary
- c. Consider approving the 2025 Election Services Contract with Walker County for the Runoff Election to be held on December 13, 2025, for the purpose of electing a Ward One Councilmember to serve a three-year term.
Kristy Doll, City Secretary
- d. Consider adopting Resolution No. 2025-38, authorizing the City's application to the U.S. Department of Justice, Bureau of Justice Assistance, FY2025 Bulletproof Vest Partnership (BVP) Grant Program, and acceptance of funds if awarded.
Christina Bodin-Turner, Grants Manager
- e. Consider adopting Resolution No. 2025-37, authorizing submission of an application to the Office of the Governor, Public Safety Office (PSO), for the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant, and acceptance of funds if awarded.
Christina Bodin-Turner, Grants Manager
- f. Consider adoption of Resolution No. 2025-39 authorizing the City of Huntsville to accept FEMA Public Assistance (PA) funds awarded under Disaster Declaration DR-4781-TX (Severe Storms, Straight-Line Winds, Tornadoes, and Flooding) and authorizing the City Manager to execute all related documents.
Christina Bodin-Turner, Grants Manager
- g. Consider adoption of Resolution No. 2025-40 authorizing the City of Huntsville to accept FEMA Public Assistance (PA) funds awarded under DR-4798-TX (Hurricane Beryl) and authorizing the City Manager to execute all related documents.
Christina Bodin-Turner, Grants Manager
- h. Consider authorizing the City Manager to approve a contract for the replastering of the competition pool at the Frank D. "Poncho" Roberts Aquatic Center.
Penny Joiner, Director of Parks and Leisure
- i. Consider adoption of Ordinance 2025-31 to amend the Schedule of Fees and Charges
Lance Hall, Finance Director
- j. Consider authorizing the City Manager to enter into an agreement with Freese and Nichols (FNI) for professional engineering services for the FY 24-25 CIP Project# AJ-10, B5 Gravity Line Rehabilitation Project.
Kathlie Jeng-Bulloch, City Engineer

2. STATUTORY AGENDA

- a. **First Reading** - Consider adoption of Ordinance 2025-32 to amend Chapter 2, Administration, Article I. In General, Sec. 2-2, and Article IV. Purchasing Procedures, Sec. 2-91 of the City of Huntsville Code of Ordinances
Lance Hall, Finance Director
- b. **First Reading** - Consider acceptance of a grant in the amount of \$4,500,000.00 award from GLO, CDBG-DR adopting Resolution 2025-43 and designating the City Manager as the Authorized

Representative to execute all contract documents. The City will be responsible for a 10% match amount of \$450,000.00 for the MLK Street Improvement.

Kathlie Jeng-Bulloch, City Engineer

- c. **First Reading** - Consider acceptance of a grant award in the amount of \$1,099,500.00 from GLO, CDBG-MIT funds adopting Resolution 2025-42 and designating the City Manager as the Authorized Representative to execute all contract documents. The City will be responsible for a 0% match amount of \$0.00 for the Autumn Road Flood and Drainage Project.

Kathlie Jeng-Bulloch, City Engineer

- d. **First Reading** - Consider authorizing the City Manager to enter into an agreement with Garver USA for professional engineering services for the FY 24-25 CIP Project # 10, AJ-11 Basin Gravity Line Rehabilitation Project.

Kathlie Jeng-Bulloch, City Engineer

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consider the appointments to the City of Huntsville Boards and Commissions for expiring board positions.

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 551.087 for deliberation regarding economic development negotiations - Project Urban Forest. Scott Swigert, City Manager
- b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074- Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: 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

7. RECONVENE

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

ADJOURNMENT

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

Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

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

DATE OF POSTING: 4:00 p.m.

TIME OF POSTING: November 12, 2025

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: a.

Agenda Item: Reception to recognize newly elected Councilmembers.

Initiating Department/Presenter: City Council

Presenter:

Recommended Motion: Not Applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: a.

Agenda Item: Posting of the Colors by Boy Scout Troop 98

Initiating Department/Presenter: City Secretary

Presenter:

Recommended Motion: n/a

Strategic Initiative: n/a

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: a.

Agenda Item: Administer the Oaths of Office and Statements of Officer to the duly elected Mayor and Ward Councilmember Positions two (2), three (3), and four (4) for City Council by Municipal Court Judge Devon Dawson.

Initiating Department/Presenter: City Secretary

Presenter:
Kristy Doll, City Secretary

Recommended Motion: N/A

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: a.

Agenda Item: Proclamation No. 2025-19 Cy Andrew Brown Eagle Scout

Initiating Department/Presenter: City Council

Presenter:
Russell Humphrey, Mayor

Recommended Motion: Not Applicable

Strategic Initiative: N/A

Discussion: N/A

Previous Council Action: N/A

Financial Implications: N/A

Approvals:
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: b.

Agenda Item: Proclamation No. 2025-22 Small Business Saturday

Initiating Department/Presenter: City Council

Presenter:
Russell Humphrey, Mayor

Recommended Motion: N/A

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: a.

Agenda Item: Receive a presentation on fraud from Terri Gardner, Sergeant Investigator, Office of the Inspector General, Texas Board of Criminal Justice.

Initiating Department/Presenter: City Council

Presenter:

Pat Graham, Councilmember At-Large Position 4

Recommended Motion: N/A

Strategic Initiative: N/A

Discussion: N/A

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the October 21, 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 21, 2025, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 10-21-2025

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 21ST 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 Joint Workshop with the Planning Commission 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:

JOINT WORKSHOP with Planning Commission (5:00-6:00 P.M.)

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

- 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**

Presentation was given by Kevin Byal, Director of Development Services

ADJOURNMENT

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

MAIN SESSION CALL TO ORDER

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

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

Councilmember Bert Lyle gave the invocation, and the pledges were led by Mayor Humphrey.

PRESENTATION

- 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**

Chief Mathis and Kevin Byal gave a presentation on amendments to the building and fire codes.

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**

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

- 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**

1. **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

Councilmember Vicki McKenzie made a motion to approve Consent Agenda Items a. through g. and i. through l. 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

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

- 1.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, Interim Public Works Director

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

- a. **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**

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

- b. **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**

Councilmember Anissa Antwine made a motion to waive the two-reading requirement and approve Ordinance 2025-30 adopting Chapter 12, Building and Building Regulations, of the Huntsville Code of Ordinances. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- 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**

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

- 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-Bulloch, City Engineer

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

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consider the board appointment to the City of Huntsville Arts Commission.**
Russell Humphrey, Mayor

Mayor Humphrey nominates Arts Commission board member as presented. 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

BOARD NAME	SEAT #	APPOINT/ REAPPOINT	BOARD MEMBER	TERM EXPIRES
Arts Commission				
	5	Appoint	Jason Brandolini	8-31-2028

- b. Consider the appointment of a representative to the Houston-Galveston Area Council (H-GAC).**
Russell Humphrey, Mayor

Councilmember Vicki McKenzie made a motion to designate Mayor Humphrey as the Representative to the Houston-Galveston Area Council (H-GAC). and Councilmember Jon Strong as the official alternate. The motion was seconded by Councilmember Pat Graham. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- 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

Councilmember Vicki McKenzie made a motion to nominate Jack Dean and Otis Oliphant for each of the two Board of Directors Positions for the Walker County Appraisal District's (WCAD) Board of Directors. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Councilmembers announced Items of Community Interest.

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071, to receive legal advice on claims by Frost Construction Company, Inc. regarding Service Center Expansion & Renovation.
Leonard Schneider, City Attorney**
- b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 - 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**

City Council convened into Executive Session at 6:54 p.m.

7. RECONVENE

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

City Council reconvened from Executive Session at 7:19 p.m.

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

Councilmember Vicki McKenzie made a motion to accept the settlement agreement and close out the project with Frost Construction Company. The motion was seconded by Councilmember Pat Graham. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:19 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.b.

Agenda Item: Consider adopting Ordinance No. 2025-35, Ordering a Municipal Runoff Election to be held on December 13, 2025, for the purpose of electing a Ward One Councilmember to serve a three-year term.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Move to adopt Ordinance 2025-35 - Ordering a Municipal Runoff Election to be held on December 13, 2025, for the purpose of electing a Ward One Councilmember to serve a three-year term.

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

Discussion: City of Huntsville Charter requires a candidate to receive a majority of the votes to be elected, meaning they must receive more than 50% of the votes. Because none of the candidates received more than 50% of the votes, a Runoff Election is required for Ward 1.

Ordinance No. 2025-35 orders a Runoff Election for Ward One that shall be held in accordance with, and shall be governed by, the election laws of the State of Texas and authorizes the City to enter into an Election Services Agreement with Walker County. Only one reading is required for an Ordinance calling an election.

The Secretary of State has set the Runoff Election date as December 13th.

Huntsville Municipal Charter Article VI Section 6.02 In the event any candidate for Mayor or Councilmember fails to receive a majority of all votes cast for a particular office at any regular or special election, the Mayor or, if the Mayor fails to do so, the Council shall following the completion of the official count of ballots cast at the first election, order a second election to be held on a Saturday in accordance with the Texas Election Code at which election the two candidates receiving the highest number of votes cast for such particular office in the first election, at which no one was elected to such office by receiving a majority of all votes cast for all candidates for such particular office, shall again be voted for, and the one receiving the highest number of votes cast shall be elected to such office. The City Secretary shall give notice of such run-off election by causing said notice to be published at least ten days prior to the date of such election in accordance with state law.

Huntsville Municipal Charter Article IV Section 4.01 All Council members and the Mayor shall be elected for three-year terms. Beginning with the November 2024 election, the Council shall transition to three-year terms as provided in this subsection.

1) For the November 2024 election, the candidates elected to the At-Large Positions 1, 2, 3, and 4 shall

serve three-year terms.

2) For the November 2025 election, the elected to office of Mayor and Wards 1, 2, 3, and 4 shall serve three-year terms.

3) Thereafter, the candidates elected to the City Council in the November general election will be elected to three-year terms.

Previous Council Action: No previous action

Financial Implications: This item is budgeted in account number 101-114-56020 in the amount of \$27,000.

The participating authorities in the Walker County Joint Election Agreement agree to share election expenses and the cost for the 2023 General Election, which will be determined by the number of entities participating and the number of ballot items from each entity.

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Ordinance No. 2025-35 Calling a Municipal Runoff Election
2. Ordinance No. 2025-35 Calling a Runoff Election in Spanish final

ORDINANCE NO. 2025 - 35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, ORDERING A MUNICIPAL RUNOFF ELECTION TO BE HELD ON THE 13th DAY OF DECEMBER 2025, FOR THE PURPOSE OF ELECTING A WARD ONE COUNCILMEMBER; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; AND PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE.

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

SECTION 1. The municipal runoff election of the City of Huntsville, prescribed by Article VI of the City Charter, shall be held on the Runoff Election Day designated by the Texas Secretary of State on Saturday, December 13th, 2025, in the City, for the purpose of electing a Ward One (1) Councilmember.

SECTION 2. The polling places for all Ward One (1) registered voters shall be the Walker County Annex for both early voting and Election Day voting.

WALKER COUNTY ANNEX
1301 Sam Houston Avenue, Suite 101
Huntsville, Texas 77340

SECTION 3. This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all City elections, the Mayor, City Secretary or City Council shall do and perform each act as in other elections required to be done and performed, respectively, by the County Judge, the County Clerk or the Commissioners' Court. The City Council has determined, pursuant to Chapter 31 of the Texas Election Code, that the City is authorized to enter into an Election Services Agreement with Walker County, Texas. The City Secretary and Mayor are hereby authorized to perform all duties and take all actions as required by any election agreement(s) and/or contract(s) for election services that may be authorized by City Council.

SECTION 4. The two candidates receiving the highest number of votes cast for Ward One in the November 4, 2025, Election, at which no one was elected by receiving a majority of all votes cast for all candidates, shall again be voted for, and the one receiving the highest number of votes cast shall be elected to Ward One. The Ward One Councilmember elected shall hold office for a period of three (3) years.

SECTION 5. The Ward One Councilmember shall be a citizen of the United States, a qualified and registered voter of the State of Texas; a resident within the present corporate limits of Huntsville for at least twelve months immediately preceding the November 4, 2025 election and continues to be so ; a resident of Ward One; and current in payment of taxes and assessments due to the City; and not be less than 21 years old at time of taking office.

SECTION 6. The order in which the names of the candidates are to be printed on the ballot shall be placed on the ballot as indicated by the canvass for the main election as provided by Section 52.003 (c) of the Texas Election Code.

The form of the ballot for the election shall be as follows:

OFFICIAL BALLOT
Runoff Election
City of Huntsville, Texas
December 13, 2025

INSTRUCTION NOTE: Vote for the candidate of your choice in each race by placing an "X" in the square beside the candidate's name.

Councilmember, Ward One (Vote for None or One)

- ☐ Tore Fossum
- ☐ Rick Boehning

SECTION 7. Diana L. McRae, the Walker County Election Officer/Tax Assessor-Collector, is the Early Voting Clerk (EVC), and Cierra Monjaras, Walker County Elections Manager, is appointed Deputy Early Voting Clerk (DEVK), for the early voting approved by the Commissioners' Court, as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the EVC/DEVK as needed to assist in the conduct of the election.

EARLY VOTING

Early Voting in the election by personal appearance shall be conducted at the following location:

Early Voting Site: Walker County Annex
1301 Sam Houston Avenue, Suite 101 Huntsville, TX 77340

Early Voting Dates/Times: Monday, December 1st – Friday, December 5th 8:00 a.m. – 5:00 p.m.
Monday, December 8th – Tuesday, December 9th 8:00 a.m. – 5:00 p.m.

Early Voting in the runoff election by personal appearance shall be conducted at the times, dates, and polling places as provided for in the Walker County Election Services Contract between the City of Huntsville, Texas and Walker County, Texas, and further adopts any additions or amendments to such concerning early voting times, dates, and polling location as approved by the Walker County Elections Officer. During the lawful early voting period, such clerk shall keep such place for early voting open from 8:00 a.m. - 5:00 p.m., Monday through Friday, December 1st, 2025, to December 5th, 2025, from 8:00 a.m. - 5:00 p.m., and Monday through Tuesday, December 8th, 2025, to December 9th, 2025.

APPLICATION FOR BALLOT BY MAIL

Applications for ballot by mail shall be mailed or emailed to:

Diana McRae, Walker County Tax Assessor-Collector

1301 Sam Houston Avenue, Suite 114, Huntsville, Texas 77340

Phone: (936) 436-4959 Email: walkervr@co.walker.tx.us Fax Number: (936) 436-4961

Website: www.co.walker.tx.us

Applications must be submitted by mail, common or contract carrier, fax or email. Note: If a voter submits the application via fax or email, the Early Voting Clerk must receive the original application within four days of receipt of the electronic copy.

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on December 2nd, 2025, by 5:00 p.m. (must be received, not postmarked).

Federal Postcard Applications (FPCAs) must be received no later than the close of business on December 2nd, 2025, by 5:00 p.m. (must be received, not postmarked)

SECTION 8. The Mayor and City Secretary are hereby directed to give notice of the runoff election, per Texas Election Code 2.026, by:

- a) Causing said notice of such election to be published at least one time, not more than thirty (30) days nor less than ten (10) days before the runoff election, in the newspaper; and
- b) by posting notice of the runoff election on the City's website at least fifteen (15) days before the election.

The Mayor and City Secretary shall file with the City Secretary a copy of the notice as published, together with the name of the newspaper and the dates of publication.

SECTION 9. It is further found and determined that, in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and such notice having been so posted and remaining posted continuously for at least three full business days preceding the scheduled time of such meeting.

SECTION 10. The Mayor and/or the City Secretary of the City of Huntsville are hereby authorized to execute and/or issue, for and on behalf of the City, such orders, documents and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the election herein ordained.

SECTION 11. The Mayor and/or the City Secretary and the attorney for the City are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or the City Secretary and the attorney for the City are further authorized and directed to take any action necessary to comply with the provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the Election Services Contract in carrying out the provisions of this Ordinance, whether or not expressly authorized herein.

SECTION 12. This ordinance shall take effect from and after its passage.

PASSED AND APPROVED this 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

ORDENANZA NO. 2025 - 35

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE HUNTSVILLE, TEXAS, QUE ORDENA QUE SE CELEBRE UNA SEGUNDA VUELTA MUNICIPAL EL DÍA 13 DE DICIEMBRE DE 2025, CON EL FIN DE ELEGIR A UN CONCEJAL DEL DISTRITO UNO; DESIGNAR LOS LUGARES Y LA FORMA DE CELEBRAR LA ELECCIÓN; Y DISPONER LA PUBLICACIÓN DE AVISOS.

SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE HUNTSVILLE, TEXAS, que:

SECCIÓN 1. La segunda vuelta municipal de la Ciudad de Huntsville, prescrita por el Artículo VI de la Carta Constitucional de la Ciudad, se llevará a cabo el día de la segunda vuelta designado por el Secretario de Estado de Texas el sábado 13 de diciembre de 2025 en la Ciudad, con el propósito de elegir un Concejal del Distrito Uno (1).

SECCIÓN 2. Los lugares de votación para todos los votantes registrados del Distrito Uno (1) serán el Anexo del Condado de Walker tanto para la votación anticipada como para la votación del día de las elecciones.

ANEXO DEL CONDADO DE WALKER
1301 Avenida Sam Houston, Suite 101
Huntsville, Texas 77340

SECCIÓN 3. Esta elección se llevará a cabo de acuerdo con las leyes electorales del Estado de Texas y se registrará por ellas. En todas las elecciones de la Ciudad, el Alcalde, el Secretario de la Ciudad o el Concejo Municipal harán y realizarán cada acto como en otras elecciones requeridas para ser hechas y realizadas, respectivamente, por el Juez del Condado, el Secretario del Condado o la Corte de Comisionados. El Concejo Municipal ha determinado, de conformidad con el Capítulo 31 del Código Electoral de Texas, que la Ciudad está autorizada a celebrar un Acuerdo de Servicios Electorales con el Condado de Walker, Texas. El Secretario de la Ciudad y el Alcalde están autorizados a realizar todas las funciones y tomar todas las medidas requeridas por cualquier acuerdo electoral y / o contrato para servicios electorales que pueda ser autorizado por el Concejo Municipal.

SECCIÓN 4. Los dos candidatos que reciban el mayor número de votos emitidos para el Distrito Uno en la Elección del 4 de noviembre de 2025, en la que nadie fue elegido al recibir la mayoría de todos los votos emitidos para todos los candidatos, serán votados nuevamente, y el que reciba el mayor número de votos emitidos será elegido para el Distrito Uno. El concejal del Distrito Uno elegido ocupará el cargo por un período de tres (3) años.

SECCIÓN 5. El Concejal del Distrito Uno deberá ser ciudadano de los Estados Unidos, un votante calificado y registrado del Estado de Texas; un residente dentro de los límites corporativos actuales de Huntsville durante al menos doce meses inmediatamente anteriores a las elecciones del 4 de noviembre de 2025 y continúa siéndolo; un residente del Distrito Uno; y al día en el pago de impuestos y evaluaciones adeudadas a la Ciudad; y no tener menos de 21 años en el momento de asumir el cargo.

SECCIÓN 6. El orden en que se imprimirán los nombres de los candidatos en la boleta se colocará en la boleta según lo indicado por el escrutinio para la elección principal según lo dispuesto por la Sección 52.003 (c) del Código Electoral de Texas.

La forma de la boleta para la elección será la siguiente:

BOLETA OFICIAL
Segunda vuelta de las elecciones
Ciudad de Huntsville, Texas
Diciembre 13, 2025

NOTA DE INSTRUCCIÓN: Vote por el candidato de su elección en cada carrera colocando una "X" en el cuadrado al lado del nombre del candidato.

Concejal, Distrito Uno (Vota por ninguno o uno)

- ☐ Tore Fossum
- ☐ Rick Boehning

SECCIÓN 7. Diana L. McRae, Oficial de Elecciones del Condado de Walker / Asesora-Recaudadora de Impuestos, es la Secretaria de Votación Anticipada (EVC), y Cierra Monjaras, Gerente de Elecciones del Condado de Walker, es nombrada Secretaria Adjunta de Votación Anticipada (DEV), para la votación anticipada aprobada por la Corte de Comisionados, en lo que respecta a la votación anticipada en persona y la votación por correo. El EVC/DEV puede nombrar secretarios adicionales según sea necesario para ayudar en la realización de la elección.

VOTACIÓN ANTICIPADA

La votación anticipada en la elección por comparecencia personal se llevará a cabo en el siguiente lugar:

Sitio de votación anticipada: Anexo del condado de Walker 1301 Sam Houston Avenue, Suite 101
Huntsville, TX 77340

Fechas/horarios de votación anticipada: Lunes 1 de diciembre – Viernes 5 de diciembre 8:00 a.m. – 5:00 p.m.
Lunes 8 de diciembre – Martes 9 de diciembre 8:00 a.m. – 5:00 p.m.

La votación anticipada en la segunda vuelta de las elecciones por comparecencia personal se llevará a cabo en los horarios, fechas y lugares de votación según lo dispuesto en el Contrato de Servicios Electorales del Condado de Walker entre la Ciudad de Huntsville, Texas y el Condado de Walker, Texas, y además adopta cualquier adición o enmienda a los mismos con respecto a los horarios, fechas y lugares de votación anticipada según lo aprobado por el Oficial de Elecciones del Condado de Walker. Durante el período legal de votación anticipada, dicho secretario mantendrá abierto dicho lugar para la votación anticipada de 8:00 a.m. a 5:00 p.m., de lunes a viernes, 1 de diciembre de 2025, al 5 de diciembre de 2025, de 8:00 a.m. a 5:00 p.m., y de lunes a martes, 8 de diciembre de 2025, al 9 de diciembre de 2025.

SOLICITUD DE BOLETA POR CORREO

Las solicitudes de boleta por correo se enviarán por correo postal o electrónico a:

Diana McRae, Asesora-Recaudadora de Impuestos del Condado de Walker
1301 Sam Houston Avenue, Suite 114, Huntsville, Texas 77340

Teléfono: (936) 436-4959 Correo electrónico: walkervr@co.walker.tx.us Número de fax: (936) 436-4961

Sitio web: www.co.walker.tx.us

Las solicitudes deben enviarse por correo, transportista común o contratado, fax o correo electrónico. Nota: Si un votante envía la solicitud por fax o correo electrónico, el Secretario de Votación Anticipada debe recibir la solicitud original dentro de los cuatro días posteriores a la recepción de la copia electrónica.

Las solicitudes de boletas por correo (ABBM) deben recibirse a más tardar al cierre de operaciones el 2 de diciembre de 2025, antes de las 5:00 p.m. (deben recibirse, no tener matasellos).

Las solicitudes de tarjetas postales federales (FPCA) deben recibirse a más tardar al cierre de operaciones el 2 de diciembre de 2025, antes de las 5:00 p.m. (deben recibirse, no tener matasellos)

SECCIÓN 8. Por la presente, se ordena al Alcalde y al Secretario de la Ciudad que notifiquen la segunda vuelta de las elecciones, según el Código Electoral de Texas 2.026, mediante:

- a) Hacer que dicho aviso de dicha elección se publique al menos una vez, no más de treinta (30) días ni menos de diez (10) días antes de la segunda vuelta de la elección, en el periódico; y
- b) publicando un aviso de la segunda vuelta de las elecciones en el sitio web de la Ciudad al menos quince (15) días antes de la elección.

El Alcalde y el Secretario de la Ciudad presentarán ante el Secretario de la Ciudad una copia del aviso tal como se publicó, junto con el nombre del periódico y las fechas de publicación.

SECCIÓN 9. Además, se encuentra y determina que, de acuerdo con la orden de este órgano de gobierno, el Secretario de la Ciudad publicó un aviso por escrito de la fecha, el lugar y el tema de esta reunión en el tablón de anuncios ubicado en el Ayuntamiento, un lugar conveniente y de fácil acceso para el público en general, y dicho aviso se ha publicado y permanece publicado continuamente durante al menos tres días hábiles completos antes de la hora programada de dicha reunión.

SECCIÓN 10. El Alcalde y/o el Secretario de la Ciudad de la Ciudad de Huntsville están autorizados por la presente a ejecutar y/o emitir, para y en nombre de la Ciudad, las órdenes, documentos y formularios que, de vez en cuando, pueda promulgar el Secretario de Estado del Estado de Texas junto con la elección aquí ordenada.

SECCIÓN 11. El Alcalde y/o el Secretario de la Ciudad y el abogado de la Ciudad están autorizados y dirigidos a realizar cualquier presentación requerida por la Ley Federal de Derechos Electorales. El Alcalde y/o el Secretario de la Ciudad y el abogado de la Ciudad están además autorizados y dirigidos a tomar cualquier acción necesaria para cumplir con las disposiciones del Código Electoral de Texas, la Ley Federal de Derechos Electorales y los términos y disposiciones del Contrato de Servicios Electorales para llevar a cabo las disposiciones de esta Ordenanza. ya sea que esté expresamente autorizado o no en este documento.

SECCIÓN 12. Esta ordenanza entrará en vigencia a partir de su aprobación.

PASADO Y APROBADO este día 18 de noviembre de 2025.

LA CIUDAD DE HUNTSVILLE

Russell Humphrey, Alcalde

ATESTIGUAR:
FORMA:

APROBADO EN CUANTO A LA

Kristy Doll, Secretaria de la Ciudad
Ciudad

Leonard Schneider, Abogado de la



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.c.

Agenda Item: Consider approving the 2025 Election Services Contract with Walker County for the Runoff Election to be held on December 13, 2025, for the purpose of electing a Ward One Councilmember to serve a three-year term.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Move to approve the 2025 Election Services Contract with Walker County for the Runoff Election for the purpose of electing a Ward One Councilmember to serve a three-year term.

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

Discussion: Our Charter requires a candidate to receive a majority of the votes to be elected, meaning they must receive more than 50% of the votes. Because none of the candidates in Ward One received more than 50% of the votes, a Runoff Election is required for Ward One.

In accordance with Chapter 31 of the Texas Election Code, the City is permitted to enter into an Election Services Agreement with Walker County, Texas. Since November 2009, the City has contracted with Walker County for election services and to conduct joint elections with participating entities, following both the Huntsville Municipal Charter and the Texas Election Code.

Ordinance No. 2025-35 officially orders a Runoff Election for Ward One, which will be held in compliance with the election laws of the State of Texas and allows the City to enter into an Election Services Agreement with Walker County.

Previous Council Action: All City elections, general or special, since November 2009 have been contracted with Walker County.

Financial Implications: The item is budgeted in account #101-114-56020 in the amount of \$ 27,500. The participating authorities agree to share election expenses and the cost for the 2024 General Election, which will be determined by the number of entities participating and the number of ballot items from each entity.

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Election Services Contract - Runoff 2025



ELECTION SERVICES CONTRACT

(Authorized by the Texas Election Code Chapter 31.092)

Between the County Election Officer

And

City of Huntsville

WHEREAS the City of Huntsville, hereinafter referred to as “COH”, shall hold their special runoff election on Saturday, December 13, 2025; and

WHEREAS the Tax Assessor-Collector / County Election Officer, Diana L. McRae, hereinafter referred to as “Contracting Officer”, along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with COH holding their respective special election on Saturday, December 13, 2025 for the conduct and supervision of; and

WHEREAS the COH (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) has adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of the contract for election services; and

WHEREAS the COH finds that this election services contract will adequately and conveniently serve all voters in the City and will facilitate the orderly conduct of the election; and

THEREFORE, the County Election Officer and COH agree as follows:

The Walker County Voter Registration/Elections Department (VR/ED), under the direction of the County Election Officer, agrees to coordinate, supervise, and handle all aspects of administering the election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Walker County for leasing the equipment, election supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Election Date. Special runoff election to be held December 13, 2025. If the COH cancels said election due to no runoff election, the minimum election services fee of \$75 will be waived and only the actual expenses incurred up to that point will be charged (ex. ballots printed, media programmed, etc.).
2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling place(s).
3. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

Note: Due to the limited time to prepare for the runoff election, strict deadlines have been set accordingly for the CoH:

11/14/25 Canvass the November General Election
11/18/25 Order the Special Runoff Election
11/17/25 Ballot Approval
11/17/25 5pm Candidate withdrawal deadline
11/26/25 Post Notice of Election

VR/ED has set their respective deadlines in order to prepare, implement, and ensure readiness for Early Voting on December 1st.

4. Election Notices and other Pre-Election Matters.

- a. Each authority will post their respective election orders and public election notices; and provide a copy of the orders and notices with the VR/ED.
- b. The VR/ED will arrange for the use of all voting location(s). In the event of an unforeseen emergency or a change must be made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify the participating authority affected by the change immediately. **The voting location(s) is/are listed in Attachment "A" of this agreement.**

5. Election Judges, Clerks and Other Election Information.

- a. The VR/ED will be responsible for the appointment of the presiding judge(s) and clerks for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the precinct and notify each participating authority affected by the change.
- b. The VR/ED will take the necessary steps to insure that all election judges appointed for the election are eligible to serve.
- c. The VR/ED will be responsible for the training of election workers to ensure compliance with the Texas Election Code and established election procedures.
- d. The election judges are responsible for picking up election supplies at the time and place determined by the VR/ED. Each election judge will receive \$12 per hour and each clerk \$11 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to the County Annex building on Election Night.

- e. The VR/ED will employ other personnel necessary for the proper administration of the election (if necessary), including temporary staff, as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and for Election Day, and for the efficient collection of precinct supplies on election night at the central accumulation station. This temporary, election personnel will be paid \$11 an hour as agreed upon by the participating authorities.

6. Early Voting.

- a. Diana L. McRae, the Tax Assessor-Collector / County Election Officer, is the Early Voting Clerk (EVC) as established by Secs. 83.002 and 31.071 of the Texas Election Code. The Elections Manager is appointed Deputy Early Voting Clerk (DEVK) for early voting as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the EVC/DEVK as needed to assist in the conduct of the election.
- b. Early voting will be conducted at the Walker County Annex, located at 1301 Sam Houston Avenue Suite 101, Huntsville, Texas 77340 and at minimum, will be the hours that the early voting clerk regularly conducts early voting (see specifics below).
- c. The EVC/DEVK may appoint additional clerks for early voting by personal appearance/voting by mail as needed to assist in the conduct of the election.
- d. Early voting will be conducted at the following location:

Location: Walker County Annex
1301 Sam Houston Avenue Suite 101, Huntsville, Texas 77340

Dates: Monday, December 1st through Tuesday, December 9th, Monday - Friday

Times: 8:00 am – 5:00 pm

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members, will be appointed by the VR/ED to process ballots by mail and provisional ballots if applicable.
- f. The presiding election judge will receive \$12 per hour and election clerks will receive \$11 per hour. Less than 4 hours worked, all members of the EVBB will be paid for at least 4 hours of service (a minimum call for service).

7. Election Day.

- a. The VR/ED will monitor all polling locations on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying the voter, etc.
- b. As required by law, the VR/ED will be open on Election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all elections workers and participating authorities.

8. Returns of Elections.

- a. The VR/ED is responsible for establishing and operating the central accumulation station in accordance with the provisions of the Texas Election Code and this agreement. The CAS is overseen by the County Election Officer/Central Accumulation Manager, with the assistance of the Elections Manager as Tabulation Supervisor, an Assistant Tabulation Supervisor, and numerous Receiving Clerks, if applicable.
- b. On election night as precinct returns arrive for processing, the VR/ED will provide timely cumulative reports of election results as soon as the returns are processed, accumulated and the initial reconciliation is completed. The VR/ED will be responsible for releasing cumulative totals, reflecting precinct returns via a “media report”/“summary report” to include early voting and election day.

- c. On election night, the VR/ED will have a designated area set up in Room 114 to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well *if needed*. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office, if applicable.
- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct returns will be available by 1:00 pm on Monday, December 22, 2025.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected at the joint election to offices of political subdivisions. *Please refer to the publication provided by the Elections Division of the Secretary of State's Office titled "Canvassing Elections and Qualification for Public Office" for an outline summarizing Texas case law and statutes relating to canvassing and reporting official election returns, as well as the laws specifying how candidates take office upon election.*
- g. The VR/ED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. The VR/ED will be responsible for entering the election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (County Election Officer) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the Walker County Tax Assessor-Collector/County Elections Officer, and accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of the Texas Election Code.
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the VR/ED will maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses.

- a. The COH agrees to pay the actual expenses incurred for the programming, coding, and ballot layout costs. Programming of voting equipment owned by Walker County is prepared by Election Systems and Software (ES&S).
- b. The cost of any special request from COH, shall be borne totally by COH.
- c. The COH agrees to pay election expenses incurred, including but not limited to, the costs and expenses of election supplies, newspaper publication of the testing notice, internet service for electronic poll books, logic and accuracy testing, voting machines and equipment transportation, absentee voting expenses and other election related expenses.
- d. The COH agrees to pay the cost of all election personnel (*excluding the Contracting Officer*). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with delivery of equipment and supplies, and election workers at the central accumulation station, etc. Any hours worked over forty (40) hours per week by the full-time employees of the VR/ED (*shall be monitored and authorized by the County Election Officer*) beginning the Friday immediately before early voting begins and concluding the Friday following Election Day, due to the complexity of the elections, will be paid at one and one half (1 ½) time his/her regular rate and will be paid by COH.
- e. The COH agrees to lease the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Model DS200 Precinct Scanner and ExpressVote Marking Devices (ADA compliant).
- f. The COH agrees to pay an administrative fee not to exceed 10% of the total cost of the election as authorized by Section 31.100(d) of the Texas Election Code.
- g. The COH agrees to pay Walker County within thirty (30) days of receipt of the invoice.

11. Waiver of Damages.

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the Voter Registration/Elections Department it might fail during an election or might contain errors. The Participating Authorities agree that should the electronic voting system fail, the Participating Authorities will not make any claim against the County of Walker, the elected officials signed herein, or any of their employees, or agents for damages of any kind, including but not limited to damages incurred for having to conduct a second election caused as a result of such failure or error.

The Participating Authorities acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. The County of Walker, the elected officials signed herein, or any of their employees, or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur they will not make any claim against the County of Walker, the elected officials signed herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election, as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the County and/or the elected officials signed herein or any of their employees, or agents, is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials signed herein or any of their employees, or agents.

The VR/ED will print multiple original documents in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract with the County Treasurer, County Judge, and County Auditor.

SIGNED AND ENTERED into this agreement 18th day of December, 2025 in duplicate originals.

**WALKER COUNTY VOTER
REGISTRATION/ELECTIONS**

CITY OF HUNTSVILLE

Diana L. McRae, *Tax Assessor-Collector/
County Election Officer*

Russell Humphrey, *Mayor*

Kristy Doll, *City Secretary*

Attachment A – Election Day Poll Location

Attachment A – Election Services Contract

CITY OF HUNTSVILLE – WARD 1 SPECIAL RUNOFF ELECTION – DECEMBER 13, 2025

ELECTION DAY POLLING LOCATION

PCT

LOCATION

ALL

Walker County Annex
1301 Sam Houston Avenue Suite 101
Huntsville, Texas 77340



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.d.

Agenda Item: Consider adopting Resolution No. 2025-38, authorizing the City's application to the U.S. Department of Justice, Bureau of Justice Assistance, FY2025 Bulletproof Vest Partnership (BVP) Grant Program, and acceptance of funds if awarded.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution No. 2025-38, authorizing submission of the City of Huntsville's application to the U.S. Department of Justice, Bureau of Justice Assistance, FY2025 Bulletproof Vest Partnership (BVP) Grant Program, and authorize the City Manager, or designee, to accept grant funds if awarded and execute all necessary documents.

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 Bureau of Justice Assistance (BJA) has opened the FY2025 Bulletproof Vest Partnership (BVP) Grant Program to provide funding assistance for the purchase and replacement of body armor for law enforcement officers.

The Huntsville Police Department intends to apply for reimbursement funding to support the purchase of 28 protective vests—22 replacements for current officers and 6 for projected new hires—in compliance with National Institute of Justice (NIJ) standards. The department's mandatory wear policy (Section 4.4.1(J)) meets BVP eligibility requirements and specifies that all uniformed officers engaged in field operations must wear department-issued protective vests while on duty or when participating in high-risk activities.

Each vest is estimated to cost \$1,100, for a total estimated project cost of \$30,800. The BVP program typically reimburses up to 50% of eligible costs.

Council authorization is requested to approve submission of the application and acceptance of funds if awarded, consistent with grant requirements and City policy.

Previous Council Action: The City has previously participated in the BVP Program during prior funding cycles to support body armor purchases for sworn officers.

Financial Implications: If awarded, the grant will reimburse up to 50% of eligible vest costs. The City's portion will be funded through the Police Department's uniform budget (101-551-52030) within the

approved FY2026 operating budget; no budget amendment is needed.

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Resolution 2025-38

RESOLUTION NO. 2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE CITY'S APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FY2025 BULLETPROOF VEST PARTNERSHIP (BVP) GRANT PROGRAM, AND ACCEPTANCE OF FUNDS IF AWARDED.

- WHEREAS the City of Huntsville is committed to ensuring the safety and protection of its law enforcement officers in the performance of their duties; and
- WHEREAS the City of Huntsville recognizes the need to replace and upgrade body armor for sworn police officers in accordance with the National Institute of Justice (NIJ) standard; and
- WHEREAS the U.S. Department of Justice, Bureau of Justice Assistance, offers financial assistance through the Bulletproof Vest Partnership (BVP) Grant Program to support state and local law enforcement agencies in purchasing body armor; and
- WHEREAS the Huntsville Police Department intends to apply for funding to assist with the purchase of protective vests to replace aging equipment and provide body armor for new officers in compliance with national safety standards; and
- WHEREAS the City Council finds that participation in the FY2025 BVP Grant Program supports the City of Huntsville's Strategic Priority #1: Public Safety—supporting police operations to ensure the safety, preparedness, and wellbeing of the Huntsville community;

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

- SECTION 1: The City Council hereby authorizes submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, FY2025 Bulletproof Vest Partnership (BVP) Grant Program.
- SECTION 2: The City Council authorizes the City Manager, or designee, to accept grant funds if awarded, to execute all necessary agreements and documents, and to take all actions necessary to implement the grant on behalf of the City.
- SECTION 3: This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.e.

Agenda Item: Consider adopting Resolution No. 2025-37, authorizing submission of an application to the Office of the Governor, Public Safety Office (PSO), for the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant, and acceptance of funds if awarded.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution No. 2025-37, authorizing submission of the City of Huntsville's application to the Office of the Governor, Public Safety Office (PSO), FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant, and authorizing the City Manager, or designee, to accept grant funds if awarded and execute all necessary documents.

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 Huntsville Police Department seeks authorization to apply for the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant administered by the Texas Office of the Governor, Public Safety Office.

The proposed project will outfit 32 patrol vehicles—including six new units and twenty-six existing fleet vehicles—with bullet-resistant windshields, side windows, and door panels. These protective components will significantly improve officer safety during field operations and high-risk incidents.

The total project cost is estimated at \$10,000 per vehicle, for an overall grant request of \$320,000. The grant will fund 100 percent of eligible costs, with no City match required. If approved, this project will improve officer safety in the field, strengthen the department's operational readiness, and support City Council's commitment to maintaining a safe and well-protected community.

Previous Council Action: None. This is a new grant opportunity.

Financial Implications: If awarded, the grant will fully fund the estimated \$320,000 project cost.

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2025-37

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE (PSO), FOR THE FY2026 BULLET-RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLES GRANT PROGRAM, AND ACCEPTANCE OF FUNDS IF AWARDED.

WHEREAS the City of Huntsville is committed to ensuring the safety of its law enforcement officers; and

WHEREAS the City recognizes the need to equip patrol vehicles with bullet-resistant components to enhance officer and community safety; and

WHEREAS the City Council supports submitting an application to the Office of the Governor, Public Safety Office (PSO), for funding to install ballistic-rated windshields, windows, and door panels in thirty-two (32) patrol vehicles at an estimated total cost of \$320,000, fully funded by the grant with no City match required; and

WHEREAS this project supports Strategic Priority #1 – Public Safety by providing officers the protection necessary to serve the community effectively; and

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

SECTION 1: The City Council authorizes submission of an application to the Office of the Governor, PSO, for FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant funding to equip thirty-two (32) patrol vehicles.

SECTION 2: The City Manager, or designee, is authorized to accept grant funds if awarded, execute all necessary documents, and take all actions to implement the grant on behalf of the City.

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

PASSED AND APPROVED this 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.f.

Agenda Item: Consider adoption of Resolution No. 2025-39 authorizing the City of Huntsville to accept FEMA Public Assistance (PA) funds awarded under Disaster Declaration DR-4781-TX (Severe Storms, Straight-Line Winds, Tornadoes, and Flooding) and authorizing the City Manager to execute all related documents.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution No. 2025-39 authorizing acceptance of FEMA Public Assistance funds awarded under Disaster Declaration DR-4781-TX and authorizing the City Manager to execute all related documents.

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

Discussion: In April 2024, the City of Huntsville sustained significant damage to public infrastructure following severe storms, straight-line winds, tornadoes, and flooding, resulting in Disaster Declaration DR-4781-TX. With assistance from Stuart Consulting Group, the City submitted multiple FEMA Public Assistance (PA) projects for eligible emergency response and infrastructure repair work. These projects are administered under the oversight of the Texas Division of Emergency Management (TDEM).

A total of thirteen (13) projects have been submitted under this declaration, representing both completed emergency work and ongoing permanent infrastructure repairs. To date, three (3) projects have been awarded for completed work, while the remaining projects are pending FEMA review and approval. The total award amount cannot be determined at this time, as funding is based on FEMA's final eligibility determinations and approved project costs.

Council action is requested to formally accept any FEMA Public Assistance funds awarded under this disaster declaration and to authorize the City Manager, or designee, to execute all required agreements and documents necessary to receive and manage these funds in compliance with applicable federal and state grant requirements.

Previous Council Action: On September 3, 2024, the City Council authorized the City Manager to execute an agreement with Stuart Consulting Group, Inc. for Disaster Recovery and FEMA Public Assistance Consulting Services (RFQ No. 24-40).

Financial Implications: FEMA Public Assistance funds typically reimburse eligible disaster-related costs at a 75% federal share, with the remaining 25% local share funded through existing departmental

budgets or other available resources. For projects where the work has already been completed, FEMA awards will offset City costs already incurred. For the remaining projects, the City's matching portion will be accounted for within departmental budgets as the work progresses, with any necessary budget adjustments presented to Council as required.

Approvals:

Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2025-39

RESOLUTION NO. 2025-39

A RESOLUTION AUTHORIZING THE CITY OF HUNTSVILLE TO ACCEPT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE FUNDS AWARDED UNDER DISASTER DECLARATION DR-4781-TX (SEVERE STORMS, STRAIGHT-LINE WINDS, TORNADOES, AND FLOODING), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS.

WHEREAS in April 2024, the City of Huntsville sustained infrastructure damage during severe storms, straight-line winds, tornadoes, and flooding, resulting in Disaster Declaration DR-4781-TX; and

WHEREAS with assistance from Stuart Consulting Group, the City submitted FEMA Public Assistance (PA) projects for eligible emergency and permanent repair work; and

WHEREAS the Texas Division of Emergency Management (TDEM) administers the FEMA PA program for the State of Texas and provides oversight to local subrecipients; and

WHEREAS the City is eligible to receive FEMA PA funds for eligible disaster-related costs under this declaration and is responsible for the required local cost share; and

WHEREAS acceptance of these funds is necessary for the City to receive and manage all current and future reimbursements associated with this declaration in accordance with federal and state program requirements;

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

SECTION 1: The City Council hereby authorizes acceptance of all FEMA Public Assistance funds awarded under Disaster Declaration DR-4781-TX (Severe Storms, Straight-Line Winds, Tornadoes, and Flooding), including all current and future project obligations related to this disaster.

SECTION 2: The City Manager, or designee, is authorized to execute all necessary documents and take all actions required to receive, manage, and expend these funds in accordance with applicable federal and state regulations.

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

PASSED AND APPROVED this 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.g.

Agenda Item: Consider adoption of Resolution No. 2025-40 authorizing the City of Huntsville to accept FEMA Public Assistance (PA) funds awarded under DR-4798-TX (Hurricane Beryl) and authorizing the City Manager to execute all related documents.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution No. 2025-40 authorizing acceptance of FEMA Public Assistance funds awarded under Disaster Declaration DR-4798-TX and authorizing the City Manager to execute all related documents.

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: In July 2024, the City of Huntsville sustained impacts from Hurricane Beryl, resulting in Disaster Declaration DR-4798-TX. With assistance from Stuart Consulting Group, the City submitted two FEMA Public Assistance (PA) projects for eligible emergency protective measures and debris-removal work performed to protect public safety and restore essential services. These projects are administered under the oversight of the Texas Division of Emergency Management (TDEM).

Both projects have been completed using City resources, and the FEMA Public Assistance funds will reimburse eligible costs already incurred for response and debris-removal activities once approved. The total award amount cannot be determined at this time, as FEMA is still finalizing eligible project costs under this disaster declaration.

Council action is requested to formally accept any FEMA Public Assistance funds awarded under this disaster declaration and to authorize the City Manager, or designee, to execute all required agreements and documents necessary to receive and manage these funds in compliance with applicable federal and state grant requirements.

Previous Council Action: On September 3, 2024, the City Council authorized the City Manager to execute an agreement with Stuart Consulting Group, Inc. for Disaster Recovery and FEMA Public Assistance Consulting Services (RFQ No. 24-40).

Financial Implications: FEMA Public Assistance funds will reimburse a portion of the City's costs already incurred for emergency protective measures and debris removal. These funds typically cover 75% of eligible expenses, with the remaining 25% funded through existing departmental budgets or other

available resources. No additional projects or budget amendments are expected with this action.

Approvals:

Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2025-40

RESOLUTION NO. 2025-40

A RESOLUTION AUTHORIZING THE CITY OF HUNTSVILLE TO ACCEPT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE FUNDS AWARDED UNDER DISASTER DECLARATION DR-4798-TX (HURRICANE BERYL) AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED DOCUMENTS.

WHEREAS in July 2024 the City of Huntsville experienced impacts from Hurricane Beryl, resulting in Disaster Declaration DR-4798-TX; and

WHEREAS with assistance from Stuart Consulting Group, the City submitted FEMA Public Assistance (PA) projects for eligible emergency protective measures and debris-removal work already completed; and

WHEREAS the Texas Division of Emergency Management (TDEM) administers the FEMA PA program for the State of Texas and provides oversight to local subrecipients; and

WHEREAS the City is eligible to receive FEMA PA funds for eligible disaster-related costs under this declaration and is responsible for the required local cost share; and

WHEREAS acceptance of these funds allows the City to receive reimbursement for eligible disaster-related expenses previously incurred;

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

SECTION 1: The City Council authorizes acceptance of FEMA PA funds awarded under Disaster Declaration DR-4798-TX (Hurricane Beryl) for eligible reimbursement of completed disaster-related work.

SECTION 2: The City Manager, or designee, is authorized to execute all necessary documents and take all actions required to receive, manage, and expend these funds in accordance with applicable federal and state regulations.

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

PASSED AND APPROVED this 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.h.

Agenda Item: Consider authorizing the City Manager to approve a contract for the replastering of the competition pool at the Frank D. "Poncho" Roberts Aquatic Center.

Initiating Department/Presenter: Parks and Leisure

Presenter:

Penny Joiner, Director of Parks and Leisure

Recommended Motion: Move to approve the City Manager to authorize the contract to replaster the competition pool at the Frank D. "Poncho" Roberts Aquatic Center.

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

Discussion: The competition pool at the Frank D. "Poncho" Roberts Aquatic Center requires replastering because the current surface has worn down over time due to exposure to pool chemicals, water movement, and regular use. The surface has become rough and has some discoloration, which can affect water quality. Replastering will restore a smooth, safe surface for swimmers and help protect the pool from leaks or structural damage. This maintenance will extend the pool's life and help prevent more expensive repairs in the future, ensuring the facility remains in good condition for community programs, swim meets, and public use.

Previous Council Action: City Council adopted the FY 25-26 budget on September 16, which included funds to replaster the competition pool.

Financial Implications: Agreement with Landmark Aquatics (BuyBoard # 701-23) for replastering of competition pool - \$108,000

Approvals:

Penny Joiner

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Landmark Aquatic Proposal_Comp Pool PlasterFINAL

GENERAL PROPOSAL

Customer: Frank D. "Poncho" Roberts Aquatic Center
Date: 10/29/2025
Project: Comp Pool Plaster
Location: 912 Avenue North, Huntsville, TX 77320, United States
Proposal #: 00000810
Expiration: 11/29/2025

SCOPE OF WORK

EXCLUSIONS

- **ELECTRICAL EXCLUSION:** All necessary line voltage electrical work and materials required to complete installation and facilitate the proper operation of the above-listed equipment and/or system are hereby excluded from this proposal. Acceptance of this proposal indicates agreement by the Owner to provide such excluded work and materials, at the Owner's expense, to facilitate a properly functional system.
- **BONDING:** Bonding is required by the National Electrical Code (NEC 680-22). Installation quote assumes, if applicable, existing anchor is bonded and a usable bonding point is available. If a bonding point is not present, the owner is responsible, at their cost, for providing an electrician to ensure proper bonding of items is accomplished.
- **EXISTING ANCHORS:** Installation quote is based on the existing anchor(s) being solid and usable for the new application. If existing anchor is deemed unusable, additional labor and material cost will be quoted before installation can be completed.
- **FREIGHT/SHIPPING CHARGES:** Freight and/or shipping charges are estimated and may increase based on the actual cost of such. Actual shipping charge(s) will be reflected on the invoice.
- **BONDS AND/OR PERMITTING:** Bonds or permitting fees are not included unless requested.

BASE BID PRICING

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
1.00	CI-001	Re-plaster - Quartz	\$106,500.00	\$106,500.00
1.00	CI-001	Main Drain Covers - BUDGET ONLY	\$1,500.00	\$1,500.00
			Subtotal	\$108,000.00
			Tax (if required)	
			Total	\$108,000.00

We look forward to the opportunity of working with you. Please do not hesitate to contact me with any questions.

Best Regards,

Cameron Cooper
Aquatic Sales Specialist
2510 Farrell Road
Houston, TX 77073
Direct: 281-509-0535
Email: ccooper@landmarkaquatic.com

ACCEPTANCE

Purchase Order Number (Optional) _____

By signing below, Purchaser acknowledges and accepts the terms and conditions in this Agreement. This Agreement shall be effective upon signature of both parties.

Landmark Aquatic: Cameron Cooper	Frank D. "Poncho" Roberts Aquatic Center: Scott Swigert
By: _____ (Signature of Landmark Representative)	By: _____ (Signature of Authorized Individual)
Name: _____	Name: <u>Scott Swigert</u>
Email: <u>ccooper@landmarkaquatic.com</u>	Email: _____
Date Submitted: _____	Date Submitted: _____

GENERAL TERMS AND CONDITIONS

1. Entire Agreement. This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

2. Separate Transactions. All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

3. Product Returns. No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

4. Warranties. 4.1 Subject to Clauses

4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.

4.2 Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose.

4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.

4.4 The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PUPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

5. Claims. No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

6. Limitation of Liability: Limitation of Damages: Remedies. BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYERS SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT

OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PUPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

7. Safety. 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, it's or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.

7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on seller Groups acts or omissions.

8. Buyer. Buyer accepts full responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller Group harmless from and against any and all claims, losses, damages, or expenses arising from Buyer's handling, use, storage, or disposal of any container or its contents.

9. Delivery. 9.1 Unless otherwise agreed in writing by Seller (a) all prices are not, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer.

9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered.

9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time.

9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for efficient unloading of Products.

9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyers location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer.

9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUPS ACT OR OMISSIONS.

10. Demurrage and Buyer's Delay. If the delivery of Products is delayed or prevented by circumstances caused by Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products.

11. Revision of Price. Seller shall have the right to revise the price of any Product by written notice made by (I) email, (II) regular first class mail, or (III) facsimile transmission to Buyer. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this Agreement upon fifteen (15) days prior written notice to Buyer. Without limiting the generality of the foregoing, Seller may adjust the price of any imported product at any time after order acceptance to the extent necessary to account for changes in applicable foreign exchange rates or any changes in customs duties or other governmental imposts.

12. Payment, Price and Non-Price Charges; Credits. 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors.

12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use of the Product. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any government (federal, state, provincial or local) upon, or measured by, the production, sale, transportation or use of, any Product sold hereunder.

12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.

12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-Price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time to time. Non-Price charges are not subject to provisions of paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date.

12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

13. Force Majeure; Allocation of Product. 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof.

13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

14. Shipping Methods and Schedules. Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Seller may invoice Buyer for such Product and hold it at Buyer's sole risk and expense pending instructions from Buyer.

15. General Provisions, 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Any dispute, controversy, or claim arising out of or related in any way to this Agreement and/or any sale and purchase or use of Products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds \$250,000, and in such case the arbitration shall take place before a panel of three (3) arbitrators, each of whom shall have experience with and knowledge of the chemical distribution industry. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be in English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by the Agreement, or any injunctive or any other equitable relief. Each party shall bear its own costs relating to the arbitration proceedings irrespective of the outcome. This section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to the Agreement, other than sections 15.12 and 15.14. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including, without limitation, article 35(2) thereof.

15.4 Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

15.5 The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

15.6 If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

15.7 All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments, including, without limitation, any price increases, will apply to orders placed by Buyer after the due date of the notice.

15.9 If buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby.

15.10 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.11 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.12 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

15.13 The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

15.14 The terms of this Agreement are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.

15.15 This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

15.16 This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

16. Price Adjustments Due to Delays or Unforeseen Circumstances. Landmark Aquatic reserves the right to adjust pricing if project commencement or completion is delayed due to circumstances beyond our control, including but not limited to unforeseen site conditions, regulatory changes, supply chain disruptions, force majeure events, customer-requested delays, or other extraordinary events that materially impact costs. Any such adjustments will be communicated in writing and shall be reasonably determined based on the increased costs incurred.



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.i.

Agenda Item: Consider adoption of Ordinance 2025-31 to amend the Schedule of Fees and Charges

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2023-31 to amend the Schedule of Fees and Charges.

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

Discussion: The City adopts the annual budget via Ordinance. The Schedule of Fees and Charges is included as part of the adoption of the annual budget. As such, changes or additions to the Schedule of Fees and Charges require approval via Ordinance. Additional detailed information is included in the Exhibit A "Explanation" section. This was presented to the Finance Committee at their November 21, 2025, meeting.

Previous Council Action: The fiscal year 2025 - 2026 budget and Schedule of Fees and Charges for the fiscal year were adopted at Council's September 16, 2025, meeting.

Financial Implications: An amount cannot be estimated as it is unknown.

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

1. Ordinance - 2025-31 amending schedule of fees and charges
2. FY 26 Fee Schedule Changes Requested Master FINAL updated 10.21.25 for Public Works changes

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2025-2026 ANNUAL BUDGET, ORDINANCE NO. 2025-22 TO AMEND THE ADOPTED “SCHEDULE OF FEES AND CHARGES” OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, several proposed changes in the Solid Waste Rate study were overlooked and not included in the adopted schedule of fees, and needed to be changed

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately 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 2025-2026 Schedule of Fees and Charges 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 budget for fiscal year 2025-2026 is hereby amended to include the fees as listed 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 fiscal year 2025-2026 Schedule of Fees and Charges, 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 18th day of November 2025

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Exhibit A		Schedule of Fees and Charges	FY 2026 Changes
		Wastewater Services	
			
Single Family/Jointly Metered Residential			
	First 2,000 gallons	\$21.10 per month	
	Over 2,000 gallons	\$7.88 per thousand gallons	
Note: Each individually metered residential dwelling unit shall be charged a monthly wastewater service charge and a volume charge based upon the average amount of water consumed during the months of November, December, January and February of each year, rounded to the nearest 100 gallons.			
Customers moving onto an existing or newly constructed, single family residential unit shall be billed for sewer at eighty percent (80%) of current monthly consumption up to a maximum monthly amount for 10,000 gallons until the winter month history is established.			
Residential customers not connected to the waterworks system of the city shall be billed monthly by the city for wastewater services at a calculated rate based on the average residential water consumption of sixty-eight hundred (6,800) gallons \$58.92 , or at a rate based on the average water consumed during the months of November, December, January and February of each fiscal year from the billing records of a special water district.			
Commercial/Institutional Users			
	First 2,000 gallons	\$24.35 per month	
	Over 2,000 gallons	\$7.88 per thousand gallons	
Commercial customers shall be billed at a rate that is consistent with the regular wastewater charge of similar type businesses, premises or users receiving service from the city. The utility office supervisor shall recommend for approval such service charge and conditions as deemed appropriate to the Finance Committee of the City Council and the Finance Committee shall approve the same.			
Septic Waste Disposal Fee			
	Septic Waste Receiving Station	\$0.09 per gallon	
	Septic Waste Hauler Permit	\$100 per year	
Sewer Service Call (normal business hours, problem found to be on customer side, to include residents, plumbers and contractors)			
	0-3 False Alarms	No Charge	0 -1 - No Charge
	4-5 False Alarms	\$25.00	2-3 - \$25
	6-7 False Alarms	\$50.00	4-5 - \$50
	8+ False Alarms	\$100.00	6+ - \$100
After hours Sewer Service Call (After Business hours, problem found to be on customer side, to include residents, plumbers and contractors)			
	0-3 False Alarms (after hours)	No Charge	1 - \$50
	4-5 False Alarms (after hours)	\$50.00	2-3 - \$100
	6-7 False Alarms (after hours)	\$100.00	4+ - \$200
	8+ False Alarms (afterhours)	\$200.00	
Stormwater Utility Fees:			
Passed by Ordinance # 2024-22 9.17.2024			
Residential Property Fee		\$5.00 per month	
Non-Residential Property Fees			
	Property (excluding property owned by a school district, religious organization, county or municipality)	Allocated Impervious Area on the Parcel(s) in square feet (sf) X \$0.00152/SF/month	
	Property owned by a school district, religious organization, county or municipality	Allocated Impervious Area on the Parcel(s) in square feet (sf) X \$0.00076/SF/month	

Schedule of Fees and Charges			FY 2026 Changes
Solid Waste Services			
Per Month Fee			
Residential Collection			
Single Family Households-Inside City Limits	\$26.53		
Additional Collection Cart	\$14.14		
Business Minimum Inside City Limits Collection	\$27.91		
Additional Collection Cart	\$14.14		
Per Month Fee per Unit			
Multi-Family Residential Collection			
Individually Metered Units With Dumpster	\$26.53		
Individually Metered Units Without Dumpster	\$26.53		
Jointly Metered Units Without Dumpster	\$26.53		
Jointly Metered Units With Dumpster	By size of container and number of pickups (see below)		
Commercial Collection-INSIDE City Limits-Dumpsters and Roll Offs			
Per Month Fee			
2 Yard Dumpster			
1 Collection per week	\$86.92		
2 Collections per week	\$146.07		
3 Collections per week	\$205.22		
4 Collections per week	\$264.36		
5 Collections per week	\$323.52		
Per Pickup Fee			
Unscheduled/Extra Pickups - ONSITE	\$39.15		
Unscheduled/Extra Pickups - Start from Transfer Station	\$52.21		
After Hours/Extra Pickups	\$84.39		
Per Month Fee			
4 Yard Dumpster			
1 Collection per week	\$110.53		
2 Collections per week	\$193.34		
3 Collections per week	\$276.10		
4 Collections per week	\$358.88		
5 Collections per week	\$441.65		
Per Pickup Fee			
Unscheduled/Extra Pickups - ONSITE	\$54.80		
Unscheduled/Extra Pickups - Start from Transfer Station	\$73.07		
After Hours/Extra Pickups	\$107.21		
Per Month Fee			
6 Yard Dumpster			
1 Collection per week	\$134.17		
2 Collections per week	\$240.58		
3 Collections per week	\$346.98		
4 Collections per week	\$559.78	\$	453.40
5 Collections per week	\$543.48	\$	559.78
Per Pickup Fee			
Unscheduled/Extra Pickups - ONSITE	\$70.44		
Unscheduled/Extra Pickups - Start from Transfer Station	\$93.92		
After Hours/Extra Pickups	\$130.26		
Per Month Fee			
8 Yard Dumpster			
1 Collection per week	\$157.80		
2 Collections per week	\$287.83		
3 Collections per week	\$417.86		
4 Collections per week	\$547.90		
5 Collections per week	\$677.94		
Per Pickup Fee			
Unscheduled/Extra Pickups - ONSITE	\$86.07		
Unscheduled/Extra Pickups - Start from Transfer Station	\$114.78		
After Hours/Extra Pickups	\$153.20		

Schedule of Fees and Charges			FY 2026 Changes
Excessive Wear and Tear of Dumpsters			
	Dumpster Cleaning	\$104.34	
	Dumpster Cleaning and Painting	\$153.38	
	Dumpster Cleaning and Painting when Burned	\$367.27	
	Dumpster Cleaning, Painting and Bottom Replacement when Burned	\$708.27	
	Dumpster emptied due to placement of large item	No flat fee, charged as unscheduled pickup from transfer station according to dumpster size	
Each Lid			
	Replacement Lids and Bars - Stolen, Unauthorized Removal or Damage	\$42.96	
Per Month Fee Plus Tonnage Fee of \$87.69 per ton			
Open Top Roll-off - Inside City Limits			
	1 Collection per week	\$607.00	
	2 Collections per week	\$1,153.00	
	3 Collections per week	\$1,643.00	
	4 Collections per week	\$2,190.00	
	5 Collections per week	\$2,738.00	
Trip Fee Plus Tonnage Fee of \$85.14 per ton			
	Extra Pickups	\$200.00	
	Call In	\$295.00	
	Stand-by	\$295.00	
Trip Fee Plus Tonnage Fee of \$85.14 per ton			
Compacting Roll-off			
	Scheduled	\$200.00	
	Unscheduled	\$295.00	
	Extra Pickups	\$200.00	
	Roll-off Inactivity Fee	\$295.00	
Per Trip Based on Compactor Type			
	Repositioning	\$100.00	
Set Fees and Deposits			
	Roll-off Container Set Fee, New Commercial and Existing Commercial Contractors,	\$162.23 / per Roll Off	
	Inside City Limits (To Drop Off Roll-Off) One Time Fee		
	DEPOSIT - New Commercial Contractors, Inside City Limits	\$1,500 / per account	Per Roll Off
Commercial Collections for OUTSIDE City Limits, TDCJ, SHSU - Dumpsters & Roll-offs			
Per Month Fee			
Commercial Collection			
	By size of container and number of pickups (see below)		
2 Yard Dumpster			
	1 Collection per week	\$103.47	
	2 Collections per week	\$173.89	
	3 Collections per week	\$244.32	
	4 Collections per week	\$314.73	
	5 Collections per week	\$385.16	
Per Pickup Fee			
	Unscheduled/Extra Pickups - ONSITE	\$46.59	
	Unscheduled/Extra Pickups - Start from Transfer Station	\$62.13	
	After Hours/Extra Pickup	\$100.46	
Per Month Fee			
4 Yard Dumpster			
	1 Collection per week	\$131.61	
	2 Collections per week	\$230.15	
	3 Collections per week	\$328.70	
	4 Collections per week	\$427.24	
	5 Collections per week	\$525.79	
Per Pickup Fee			
	Unscheduled/Extra Pickups - ONSITE	\$65.24	
	Unscheduled/Extra Pickups - Start from Transfer Station	\$86.99	
	After Hours/Extra Pickup	\$127.63	

Schedule of Fees and Charges			FY 2026 Changes
Per Month Fee			
6 Yard Dumpster			
	1 Collection per week	\$159.73	
	2 Collections per week	\$286.40	
	3 Collections per week	\$413.07	
	4 Collections per week	\$539.75	
	5 Collections per week	\$666.41	
Per Pickup Fee			
	Unscheduled/Extra Pickups - ONSITE	\$83.85	
	Unscheduled/Extra Pickups - Start from Transfer Station	\$111.81	
	After Hours/Extra Pickup	\$155.08	
Per Month Fee			
8 Yard Dumpster			
	1 Collection per week	\$187.85	
	2 Collections per week	\$342.66	
	3 Collections per week	\$497.46	
	4 Collections per week	\$652.25	
	5 Collections per week	\$807.06	
Per Pickup Fee			
	Unscheduled/Extra Pickups - ONSITE	\$104.49	
	Unscheduled/Extra Pickups - Start from Transfer Station	\$141.80	
	After Hours/Extra Pickup	\$189.26	
Per Month Fee Plus Tonnage Fee of \$92.13 per ton			\$ 95.82
Open Top Roll-off			
	1 Collection per week	\$723.59	
	2 Collections per week	\$1,222.29	
	3 Collections per week	\$1,721.03	
	4 Collections per week	\$2,219.74	
	5 Collections per week	\$2,471.33	
Per Trip Fee Plus Tonnage Fee of \$92.13 per ton			\$ 95.82
	Extra Pickups	\$183.19	
	Call In	\$393.28	
	Stand-by	\$393.28	
Set Fees and Deposits			
	Roll-off Container Set Fee, New Commercial and Existing Commercial Contractors, Outside City Limits (To Drop Off Roll-Off) One Time Fee	\$184.13 / per roll off	
	DEPOSIT - New Commercial Contractors, Outside City Limits	\$1,500 / per account	
Disposal Fees at Scale House			
	Basic Fee - Inside City Limit	\$78.00 per ton	
	Basic Fee - Outside City Limit, TDCJ, SHSU	\$97.41 per ton	
	Minimum Fee - Inside City Limit	\$15.00	
	Minimum Fee - Outside City Limit, TDCJ and SHSU	\$20.00	
	White Goods/Large Furniture - Inside City Limit	\$78.00 per ton	
	White Goods/Large Furniture - Outside City Limit, TDCJ and SHSU	\$97.41 per ton	
	Yard waste and limbs - Inside City Limit smaller than 4" diameter	Free with City Water Bill	
	Trees, stumps, limbs - Inside City Limit	\$78.00 DIAMETER GREATER 4" / Free with City Water Bill	
	Trees, stumps, limbs - Outside City Limit, TDCJ and SHSU	\$97.41 per ton	
	Tires, Small (i.e. car or pickup truck) - Inside City Limit	\$4.54 Per Tire	
	Tires, Small (i.e. car or pickup truck) - Outside City Limit, TDCJ and SHSU	\$5.68 Per Tire	
	Tires, Large (i.e. semi-truck) - Inside City Limit	\$20.43 Per Tire	
	Tires, Large (i.e. semi-truck) - Outside City Limit, TDCJ and SHSU	\$24.40 Per Tire	
	Small dead animal (i.e. dog, cat) - Inside City Limit	\$5.68 each	
	Small dead animal (i.e. dog, cat) - Outside City Limit, TDCJ and SHSU	\$7.09 each	
	Large dead animal (i.e. cow, horse) - Inside City Limit	\$78.00 per ton	
	Large dead animal (i.e. cow, horse) - Outside City Limit, TDCJ and SHSU	\$97.41 per ton	



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 1.j.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with Freese and Nichols (FNI) for professional engineering services for the FY 24-25 CIP Project# AJ-10, B5 Gravity Line Rehabilitation 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 FNI for professional engineering services for the FY 24-25 CIP Project #AJ-10, B5 Gravity Line Rehabilitation Project in the amount of \$233,835.00. This authorization includes Task A, B, C, and D.

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

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

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

This project was originally recommended as part of the City's 2016 Water and Wastewater Condition and Capacity Assessment Studies as Project B5 and includes the replacement of aging infrastructure in the AJ-10 sewershed. Phase I of this program includes the replacement of 6-inch vitrified clay gravity pipe and rehabilitation or replacement of several manholes in the yellow highlighted area (see attached map).

This location was selected as the first phase area due to its upstream location in the collection system, and to approach the rehabilitation program systematically, working from upstream to downstream.

The scope assumes that the rehab will be completed primarily with pipe bursting or other trenchless technology and when appropriate, removal and replacement will be utilized.

After negotiations of the Scope of Services and Fee Proposals, the total fee proposed by FNI is \$233,835.00, which includes Project management (Task A), Design Phase (Task B), Bid Phase (Task C),

and Construction Phase Services (Task D).

The additional Services are not included in this received proposal such as Topographic Survey, Easement Acquisition, Geotechnical Investigations, and/or Subsurface Utility Engineering Services.

Previous Council Action: The City Council approved FY 2024-2025 CIP budget for Project # B5, AJ - 10.

Financial Implications: Item is budgeted: FY 24-25 CIP and 2025 Bond Issue in the amount of \$233,835.00 for design.

Approvals:

Kathlie Jeng-Bulloch

Ricardo Villagrand

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Proposal - AJ-10 Gravity Line Rehabilitation Phase I - 09-18-2025
2. AJ-10 Basin B5 Sewer Gravity Main Replacement Map_Phase 1
3. 10-22-25 2025 FORM AGREEMENT FOR ENGINEERING SERVICE LVS (2) (004)

September 18, 2025

Dr. Kathlie S. Jeng-Bullock, PE, D.WRE, CFM
City Engineer
Director of Engineering Department
City of Huntsville, Texas



RE: AJ-10 GRAVITY LINE REHABILITATION PHASE I; CITY OF HUNTSVILLE

Dear Dr. Jeng-Bullock:

Freese and Nichols, Inc. (FNI) is pleased to submit the attached proposal, dated September 18, 2025, for the AJ-10 Gravity Line Rehabilitation Project for the City of Huntsville.

The lump sum fee breakdown per task is summarized in **Table 1** below:

Task	Task Description	Lump Sum Fee
A	Project Management	\$30,335
B	Final Design Phase	\$96,874
C	Bid Phase	\$29,511
D	Construction Phase	\$77,115
Total Lump Sum Fee		\$233,835

We appreciate this opportunity to assist the City of Huntsville. If additional information or clarification is desired, please do not hesitate to contact us at (281) 886-3444 or via e-mail at ben.miller@freese.com. If you are in agreement with the services described in Exhibit 1 and wish for us to proceed with this project, please return a final professional services agreement for execution.

We are looking forward to working with you on this important project.

Sincerely,



Ben Miller, PE
Project Manager
Freese and Nichols, Inc.



Jason Ward, PE
Vice President/Principal-In-Charge
Freese and Nichols, Inc.

EXHIBIT 1

CITY OF HUNTSVILLE AJ-10 GRAVITY LINE REHABILITATION PHASE I PROPOSAL FOR ENGINEERING SERVICES

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will perform engineering services for the AJ-10 Gravity Line Rehabilitation (Project) for the City of Huntsville (City). This Project was originally recommended as part of the City's 2016 *Water and Wastewater Condition and Capacity Assessment Studies* as Project B5 and includes the replacement of aging infrastructure in the AJ-10 sewershed. Phase I of this program includes the replacement of 6-inch vitrified clay gravity pipe and rehabilitation or replacement of several manholes in the blue shaded area below. This location was selected as the first phase area due to its upstream location in the collection system, and to approach the rehabilitation program systematically, working from upstream to downstream. The proposed project location is shown on **Figure 1**.

Figure 1: Proposed Phase I Project Area

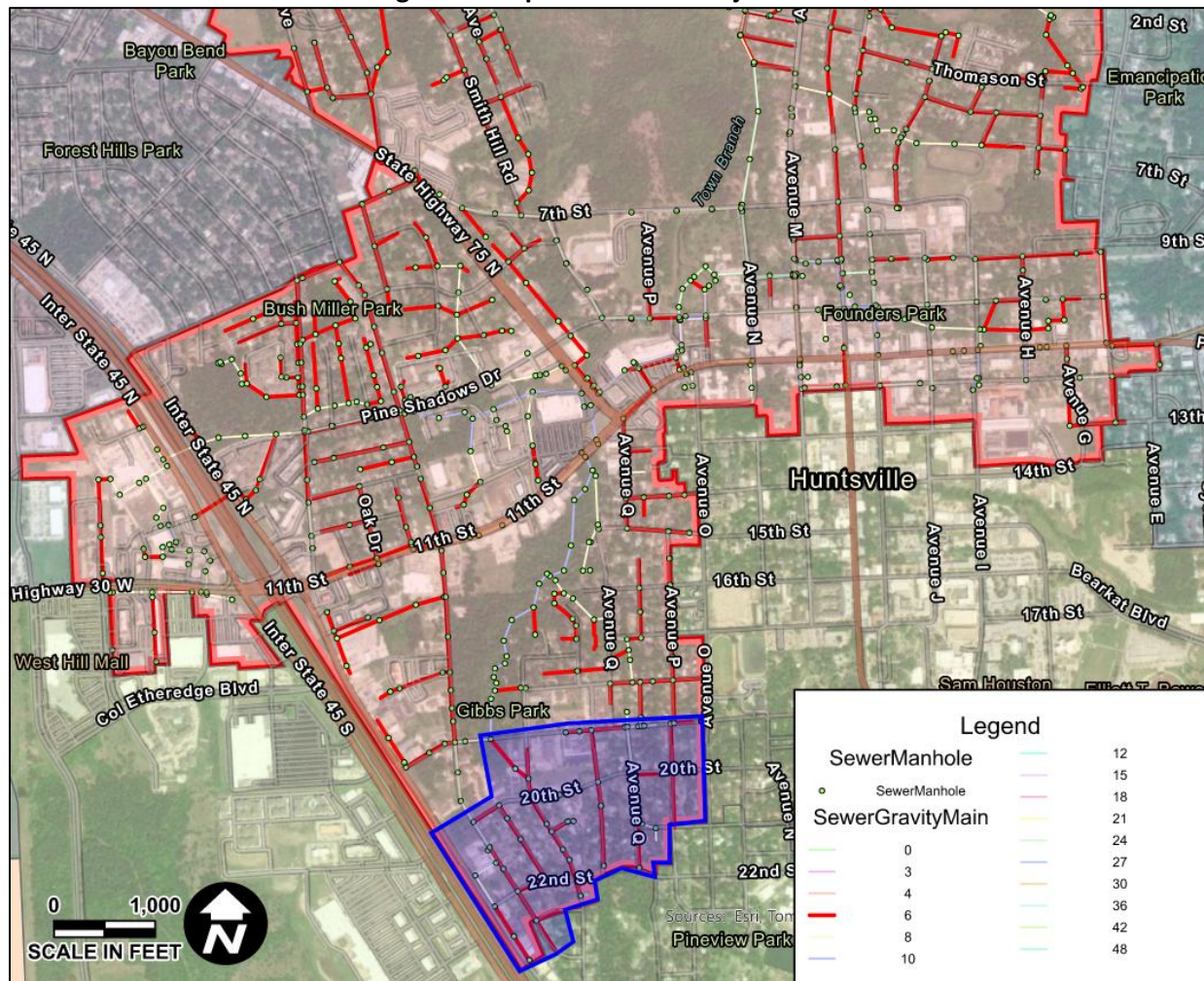


EXHIBIT 1

Assumptions

- City to provide construction management and inspection during construction phase.
- Plan maps will be based on City's GIS.
- No topographic survey, SUE, or geotechnical investigation will be conducted as part of this Project.
- No TV Inspection will be conducted
- Construction materials testing will be performed by the City under a separate contract.
- No environmental assessment will be completed as part of this project.
- FNI assumes that all existing sanitary sewer is within City ROW or easement.

The project tasks are summarized in **Table 1**:

Table 1: AJ-10 Gravity Line Rehabilitation Phase I Tasks

Basic Services	
Task	Task Description
A	Project Management
B	Final Design Phase
C	Bid Phase
D	Construction Phase

BASIC SERVICES: FNI may render the following professional services to the City in connection with the project, described as: AJ-10 Gravity Line Rehabilitation Phase I.

TASK A PROJECT MANAGEMENT

A1. Project Kickoff Meeting

FNI will conduct a virtual project kickoff meeting with the City to review scope and schedule of the project and critical milestones. FNI will provide the City with a data request memorandum identifying data needs.

A2. Monthly Progress Reports

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the City.

A3. Periodic Progress Meetings

FNI will conduct up to 3 periodic progress meetings to discuss the progress on design, technical design issues, sequencing, and other project-related issues.

A4. Quality Assurance / Quality Control

FNI will prepare a QA/QC plan for the Project and will include conducting regularly scheduled reviews of project deliverables.

EXHIBIT 1

TASK B: FINAL DESIGN PHASE

B1. Prepare Plans and Project Manual

FNI will prepare ninety percent (90%) and the final (100%) Plans and Project Manual for the Project. The Project is based on the preparation of the Plans and Project Manual for one (1) combined set of construction documents for the proposed wastewater collection system, including:

- Plans and project manual at 90% & 100% (front-ends will be included as part of 90% design). Plans will include a map locating all proposed locations for rehabilitation with associated details and specifications.
- No topographic surveying or plan and profile drawings are included in this scope of services.
- The scope assumes that the rehab will be completed primarily with pipe bursting or other trenchless technology and when appropriate, removal and replacement will be utilized.
- Front end documents, including bid documents, general conditions, and special conditions for each design package, will be based upon City standard documents.
- Provide Traffic Control plans and SWP3 details and specifications, if required.
- Prepare a bid set for distribution via the City's e-bid system.
- A maximum of three (3) alternate bids will be included in the design.

B2. Opinion of Probable Construction Cost (OPCC)

FNI will prepare an opinion of probable construction costs for review by the City. This opinion will be as part of the ninety percent (90%) and final (100%) submittals.

B3. Comment Review Meeting

FNI will facilitate up to two (2) comment review meetings with City personnel. The meetings will be held after City review of the ninety percent (90%) and final (100%) submittals. A meeting memorandum and comment log will be prepared documenting major revisions and decisions made during each of the meetings.

TASK C: BID PHASE

C1. Assist in Securing Bids

FNI will provide Notice to Bidders (NTB) and list of bid items to the Project Manager in an electronic form appropriate for the e-bid system format. The City is responsible for advertising.

C2. Provide Bid Documents

FNI will provide electronic copy of bid-ready plans to the Project Manager for the e-bid system.

C3. Responding to Bidder Questions

FNI will assist the City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents if necessary.

EXHIBIT 1

C4. Assist with Pre-Bid Conference

Assist the City in conducting and attending the pre-bid meeting and coordinating responses with City. Responses to the pre-bid meeting will be in the form of an addenda issued after the conference.

C5. Review Bids and Recommend Award

Prepare Engineer's Recommendation of Award Letter that includes the following required content:

- i. Check for mathematical errors and reconcile any mathematical discrepancies
- ii. Review for unbalanced bid items
- iii. Certified Bid Tabulation including Engineer's estimate
- iv. Review of contractor's financial standing and references provided
- v. Explanation of discrepancies between the Engineer's estimate and bids
- vi. Recommendation to award

C6. Attend City Council Meeting for Award

FNI will attend City Council meeting and recommendation for award of Contract for Construction.

C7. Prepare Contract Documents

Produce and transmit to selected contractor five (5) sets of plans and project manuals in hard copy, and one electronic format copy to Project Manager, in a format ready for execution with City's Notice of Intent to Award (NOI), for each bid package.

TASK D: CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of the general conditions, or contract administration. Procedures are an additional service. If General Conditions other than FNI's standard are used, the City agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation right with respect to such liability insurance purchased and maintained by Contractor for the Project (except worker's compensation and professional liability

EXHIBIT 1

policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the City is named as an indemnified party.

D1. Construction Administration

1. Attend pre-construction meeting to provide information & answer questions.
2. Attend monthly progress meetings with Construction Manager, Contractor & City of Huntsville, up to 6 meetings. Meetings in excess of the specified number will require an amendment.
3. Make monthly visits to the construction site once a month, up to 6 site visits, to observe the progress and quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Visits to the site in excess of the specified number will require an amendment.
4. Notify the City of non-conforming work observed on site visits.
5. Review & comment on Construction's submittals, RFIs, RFPs, COs including coordination with City on Change Directives & Change Orders using the City of Huntsville's project documentation system.
6. Review & approve monthly pay applications (up to 6), coordinating with the Construction Manager using the City of Huntsville's project documentation system.
7. Interpret the drawings and specifications for City and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service and will require an amendment.
8. Coordinate with Construction Manager to review progress of work for Substantial Completion; with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion & Final Acceptance. Visit the site to review substantial and final completed work once for each substantial and final walkthrough. Visits to the site in excess of the specified number will require an amendment.
9. Issue letter to City recommending acceptance & release of final payment.
10. Coordinate contracts, CM/CI to provide complete record of As-Builts redlines.
11. Provide Record Drawings from Contractor's As-Builts as an electronic copy (.pdf file) & hard copy format (3 copies).

EXHIBIT 1

Summary of Deliverables

Task A: Project Management

- Meeting Minutes
- Monthly Project Summaries

Task B: Final Design Phase

- 90% Design Plans, Specifications, and OPCC
- 100% Design Plans, Specifications, and OPCC

Task C: Bid Phase

- Notice to Bidders
- Bid-Ready Plans and Project Manual
- Addenda, if required.
- Letter for Recommendation of Award
- Certified Bid Tabulation
- Five (5) sets of Plans and Project Manual for execution

Task D: Construction Phase

- Record Drawings
- Shapefile for GPS location of replaced sewer lines

Summary of Meetings

Task A: Project Management

- Project Kickoff Meeting (In-Person)
- Periodic Progress Meetings (Up to 3)

Task B: Final Design Phase

- 90% Design Review Meeting
- 100% Design Review Meeting

Task C: Bid Phase

- Pre-Bid Meeting
- Bid Opening Meeting

Task D: Construction Phase

- Pre Construction Meeting
- Monthly Construction Progress Meeting and Site Visits (Up to 6)

Schedule

- **90% Deliverable:** 45 days after NTP.
- **100% Deliverable:** 30 days after receipt of comments from 90% Design Review Meeting.
- **Issued for Bid Deliverable:** 14 days after receipt of comments 100% Design Review Meeting.
- The schedule included in **Figure 2** assumes receipt of City comments within 2 working weeks of submission of each design phase deliverable.
- Bid Phase is assumed to be 90 calendar days from Advertisement to Contractor's Notice to Proceed.
- If construction exceeds anticipated schedule shows on **Figure 2**, an amendment will be required.

EXHIBIT 1

Summary of Fee for Engineering Services

FNI proposes to perform the basic services outlined in the above sections for a total **lump sum project fee of \$233,835**, as shown in **Table 2**.

Table 2: Summary of Fee for Engineering Services

Basic Services		
Task	Task Description	Lump Sum Fee
A	Project Management	\$30,335
B	Final Design Phase	\$96,874
C	Bid Phase	\$29,511
D	Construction Phase	\$77,115
Total Lump Sum Fee		\$233,835

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ADDITIONAL SERVICES:

Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- Topographic Surveying required for the preparation of designs and drawings. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance related with this service.
- Easement Acquisition Services
- Survey of manhole rim elevations and measure down to pipe inverts.
- Provide Geotechnical investigations, studies and reports.
- Subsurface Utility Engineering (SUE) services
- Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Construction Resident Representation services
- Special Inspection required under chapter 17 of the International Building Code.
- Development and preparation of plan and profile drawings.
- Providing shop, field, or laboratory inspection of materials and equipment.
- Assisting City in defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Design, contract modifications, studies, or analysis required to comply with local, State, Federal, or other regulatory agencies that become effective after the date of this agreement.

EXHIBIT 1

AJ-10 Gravity Line Rehabilitation Phase I | Proposal for Engineering Services

September 18, 2025

- Services required to resolve bid protest or to rebid the projects for any reasons.
- Providing basic or additional services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in the work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

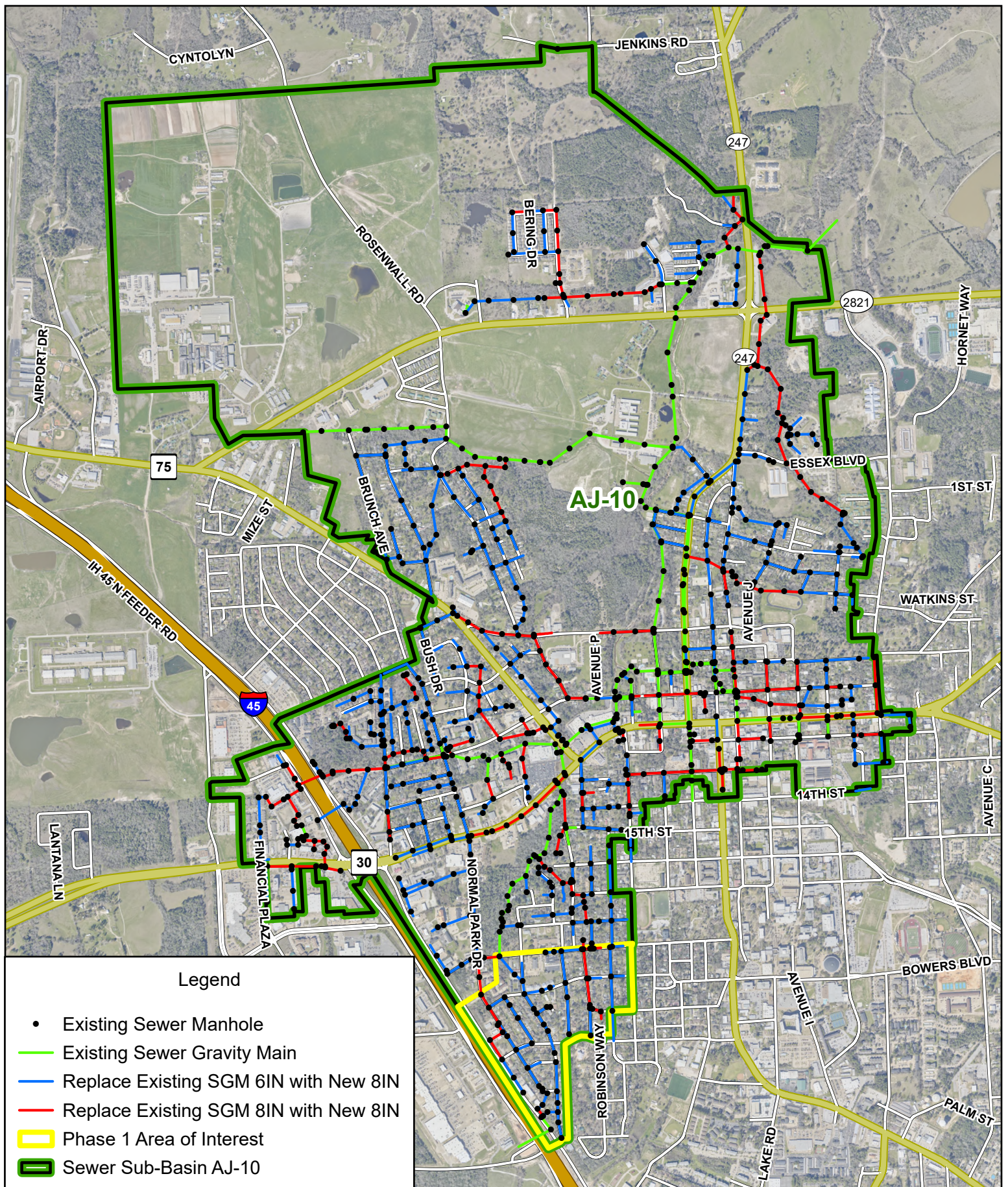
EXHIBIT 1

AJ-10 Gravity Line Rehabilitation Phase I | Proposal for Engineering Services

September 18, 2025

Figure 2: Proposed Project Schedule

	Task	2025				2026											
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Planning Level Schedule		Proposal Submittal	City Council Approval														
	Project Management			NTP													
	Final Design				Final Design (90 days)												
	Bid Phase							Bid Phase (90 days)									
	Construction Phase										Construction (6 months)						



Legend

- Existing Sewer Manhole
- Existing Sewer Gravity Main
- Replace Existing SGM 6IN with New 8IN
- Replace Existing SGM 8IN with New 8IN
- ▭ Phase 1 Area of Interest
- ▭ Sewer Sub-Basin AJ-10

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

1:24,000

On 8.5 x 11 inch Print



0 1,000 2,000 4,000 Feet

On Any Print Size

CREATED DATE: 11/10/2025

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

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

PHASE 1: AJ-10 SUB-BASIN (B5)
REPLACE ALL 6IN WITH NEW 8IN
REPLACE ALL 8IN WITH NEW 8IN



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 Freese and Nichols, Inc., 10497 Town and Country Way, Suite 500, Houston, Texas 77024, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct Project B5 – Table ES-9 AJ-10 Gravity Line Rehabilitation, Phase 1, COH Project #25-10-13, hereinafter called the PROJECT. The effective date of this agreement is _____.

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 September 18, 2025 (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 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.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER to the extent caused by the ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for 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.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1 and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: Prior to commencement of services, the ENGINEER shall secure and maintain such insurance as stated below from companies licensed or approved to do business in Texas:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$2,000,000.

City will be named as an additional insured to all required coverage except for Worker's Compensation and Professional Liability and will provide certificate of such insurance to the City. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of Two Million Dollars to the OWNER before commencement of Services. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties 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.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or

procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

3.20 The respondent will comply with all applicable Federal law, regulations, executive orders, NRCS/FEMA policies, procedures, and directives.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the 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 ENGINEER option, result in the suspension of services upon 14 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4. Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according to the attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination:

(a) Without Cause. The OWNER or ENGINEER may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other. ENGINEER shall be paid for services actually performed up to the termination date.

(b) This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including

reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. **The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.**

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Any and all writings, documents, or information in whatsoever form or character produced by Engineer pursuant to the provisions of this Agreement is the exclusive property of OWNER; and no such writing, document or information shall be the subject to any copyright or proprietary claim by Engineer.

6.4 ENGINEER understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, OWNER has the right to use all such writings, documents and information as OWNER desires, without restriction. Any use of such writings, documents and information on purposes other than related to this Agreement by OWNER, shall be at the Owner's sole risk and without liability to 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. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov (936) 294-5760	ENGINEER Jason Ward, P.E. Principal/Vice President Freese and Nichols, Inc. 10497 Town and Country Way, Suite 500 Houston, Texas 77024 jvw@freese.com (713) 600-6853
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: Jason Ward, P.E. - Principal in Charge

PROJECT ROLE: Ben Miller, P.E. – Project Manager

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and

agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “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.

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.

6.15 Prohibition on Contracts with Certain Companies. Engineer and the person or persons executing this Agreement on behalf of Engineer, or representing themselves as executing this Agreement on behalf of Engineer (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>

6.16 Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

6.17. The signer of this agreement for the Engineer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the

Engineer and to bind the Engineer to all of the terms, conditions, provisions and obligations herein contained.

6.18. If Engineer is a corporation, partnership, or a limited liability company, Engineer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

6.19. Any alterations, additions, or deletions to the terms herein, shall be effected by amendment, in writing, executed by both City and Engineer, and, if applicable, subject to formal approval by the City Council.

6.20. Engineer covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Engineer. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Engineer under this Agreement and that the Engineer has no authority to bind the City.

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:
FREESE AND NICHOLS, INC.

By: _____
Scott E. Swigert
City Manager

By: _____
Jason, Ward, P.E.
Principal/Vice President

ATTEST: T

ATTEST:

Kristy Doll - City Secretary

By: _____

Name: _____

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 2.a.

Agenda Item: First Reading - Consider adoption of Ordinance 2025-32 to amend Chapter 2, Administration, Article I. In General, Sec. 2-2, and Article IV. Purchasing Procedures, Sec. 2-91 of the City of Huntsville Code of Ordinances

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: First Reading - No Action Required

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

Discussion: Requesting the change in competitive procurement threshold from \$50,000 to \$100,000 effective September 1, 2025, due to the 89th Legislature's Senate Bill 1173 and House Bill 4747. Amending Section 252.021 Competitive Requirements for Purchases and Section 252.0215 Competitive Bidding in Relation to Historically Underutilized Business.

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Kristy Doll

Leonard Schneider

Associated Information:

1. Ordinance - 2025-32 The city of Huntsville Texas Code of Ordinances specifically Chapter 2 from LS

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE CITY OF HUNTSVILLE, TEXAS CODE OF ORDINANCES, SPECIFICALLY CHAPTER 2 “ADMINISTRATION” BY AMENDING ARTICLE I, SECTION 2-2; AND ARTICLE IV, SECTION 2-91; AND MAKING OTHER PROVISIONS AND FINDING THERETO; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Huntsville Code of Ordinances, Chapter 2 “ADMINISTRATION” provides for budgetary and financial procedures and regulations; and

WHEREAS, the City Charter, Article 11 Section 11.15 provides for the City Council to confer upon the City Manager general authority to contract for expenditures without further approval of the Council for all budgeted items; and

WHEREAS, the City Council of the City of Huntsville, Texas, now wishes to codify in the Huntsville Code of Ordinances the amendments to the City Manager’s general authority for expenditures and intrafund and budget transfers as set forth in Ordinance 2025-22; and

WHEREAS, the City Council of the City of Huntsville, Texas now wishes to make amendments to Chapter 2, Article I “in the General “by amending Section 2-2, and Chapter 2, Article IV “Purchasing Procedures” by amending Section 2-91 to help promote efficiency in the administration of finance; and

WHEREAS, notice of the agenda for this meeting was given in accordance with the 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;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are to be found true and correct and are hereby adopted, ratified, and confirmed.

Section 2. That Article I of Chapter 2, of the Huntsville Code or Ordinances, is hereby amended by amending Section 2-2 as shown in the Exhibit “A” attached hereto and adopted for all purposes.

Section 3. That Article IV of Chapter 2 of the Huntsville Code of Ordinances is hereby amended by amending Section 2-91 as shown in the Exhibit “A” attached hereto and adopted for all purposes.

Section 4. All ordinances or parts of the 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 5. 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 6. This ordinance shall take effect immediately after its passage.

First reading date: November 18, 2025

PASSED AND APPROVED on this the 2nd day of December 2025

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

Kristy Doll, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

Exhibit A

Chapter 2 – Administration

ARTICLE I. -IN GENERAL

Sec. 2-2. - Budget transfers and contingency reserves for future allocations.

The city manager shall have the authority, without first obtaining approval from the city council, to approve intrafund budget transfers. The city manager shall have authority to amend budgeted contingency reserve for future allocation funds of the city for amounts not to exceed ~~\$50,000~~ \$100,000.00 per transfer or allocation. However, any increases in budget for personnel positions or equivalents, other than temporary or overtime expenditures, shall be approved by council. A quarterly report shall be provided to the city council showing all budget transfers between divisions and all contingency allocations processed. Further reports of the transfers will be made as an informational item as soon as possible at a regularly scheduled council meeting.

ARTICLE IV. -PURCHASING PROCEDURES

Sec. 2-91. - Contracts approved by council.

- (a) All contracts for expenditures and/or changes orders involving ~~\$50,000~~ \$100,000.00 or more must be expressly approved in advance by the city council.
- (b) All contracts for expenditures involving ~~\$3,000~~ \$5,000.00 or more must be expressly approved in advance by the city council, if:
 - (1) The expenditure is not budgeted or amended from future allocation funds; or
 - (2) The city administration proposes to award the bid to other than the low bidder meeting specifications.



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 2.b.

Agenda Item: First Reading - Consider acceptance of a grant in the amount of \$4,500,000.00 award from GLO, CDBG-DR adopting Resolution 2025-43 and designating the City Manager as the Authorized Representative to execute all contract documents. The City will be responsible for a 10% match amount of \$450,000.00 for the MLK Street Improvement.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to **waive the two reading requirement and adopt** Resolution 2025-43 accepting a grant award from the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery (CDBG-DR) fund in the amount of \$4,500,000.00 with the City's 10% match amount of \$450,000.00 for a total of \$4,950,000.00 for the MLK Street Improvements; and to designate the City Manager as the City's Authorized Representative to execute all contract documents.

Strategic Initiative:

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

DRRP Calls for Projects was released Oct. 21, 2024 and closed Nov. 21, 2024. The Step 1 application was submitted on Nov. 20, 2024. The Step 2 application (DRRP-190-1199) and RFIs were submitted on Oct. 13, 2025. Notice of Eligibility was received on Nov 4, 2025 for this Martin Luther King Drive Street Improvement.

This agenda item and the accompanying Resolution 2025-43 will allow to accept the Grant funding for improving the Martin Luther King Jr. Drive. This project includes bicycle infrastructure improvements, shared-use paths, sidewalk improvements, and infrastructure-related tasks to improve safety for motorized and non-motorized transportation. The project will be from Huntsville Elementary School to 9th Street along Martin Luther King Jr. Drive and on 9th Street from Martin Luther King Jr. Drive to Avenue I.

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

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

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

Previous Council Action: July 1, 2025 Council authorizing the City Manager to apply Grant Funding GLO, CDBG-DR

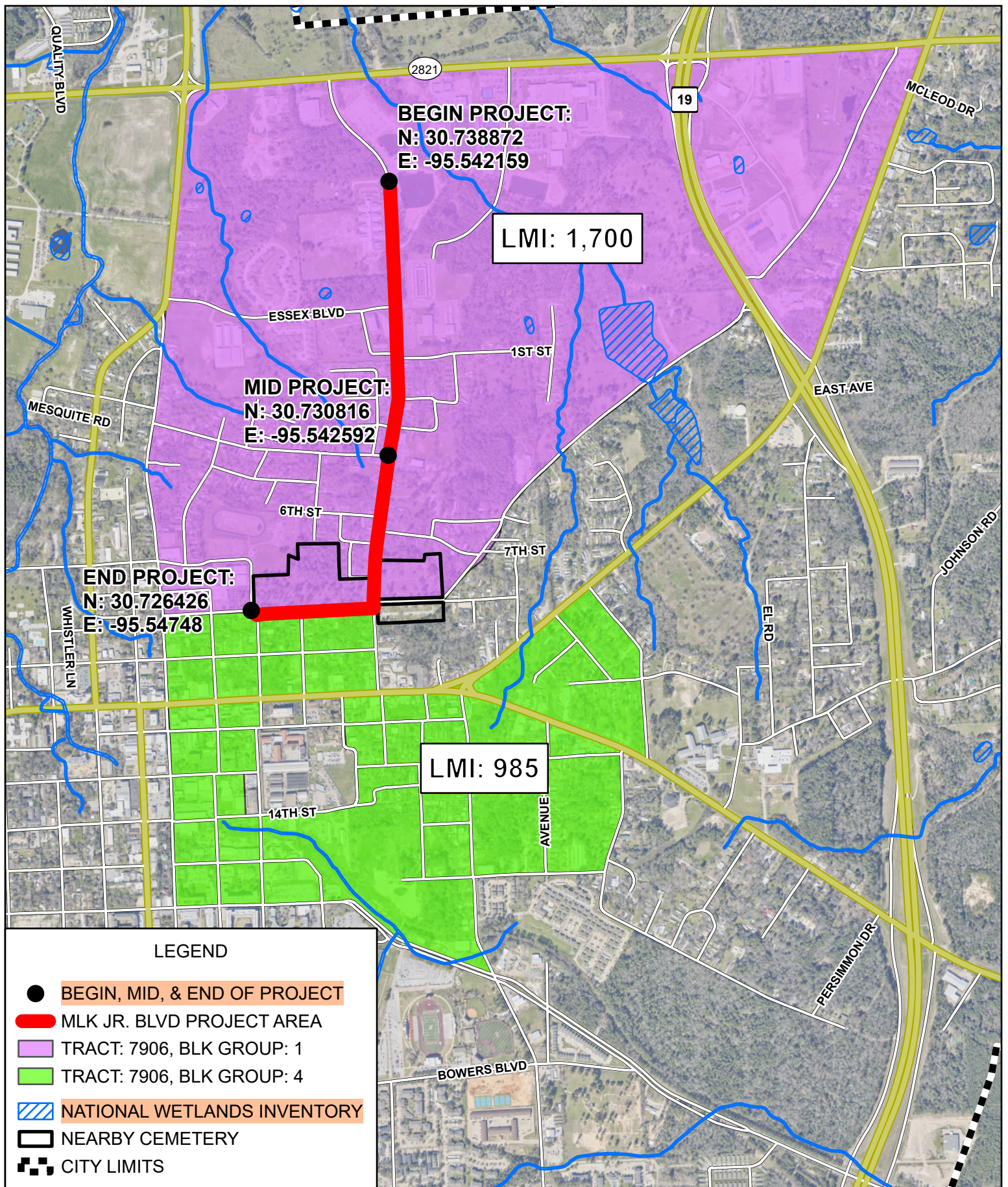
Financial Implications: In the amount of \$450,000.00

Approvals:

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

Associated Information:

1. MLK 9th St Area Population and LMI Map
2. Resolution No 2025--43 MLK 11 18 2025
3. NOE DRRP-190-1199 11 4 2025
4. Map MLK and 9th St Sidewalks



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

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On 8.5 x 11 inch Print



0 650 1,300 2,600 Feet

On Any Print Size

CREATED DATE: 10/9/2025

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

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
**MLK JR. BLVD SIDEWALK & ROADWAY
PROJECT WITH LMI ESTIMATES & NEARBY
CEMETERIES.**



RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, ACCEPTING A GRANT AWARD FROM THE TEXAS GENERAL LAND OFFICE (GLO), COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR), DISASTER RECOVERY REALLOCATION PROGRAM DRRP-190-1199 FOR THE MARTIN LUTHER KING DRIVE STREET IMPROVEMENT.

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

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

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

SECTION 2: The City Council directs and designates the City Manager as the Authorized Representative to execute all contract documents and to receive the grant award in accordance with City policy and Grant requirements.

SECTION 3: The CDBG-DR Grant Funds will be \$4,500,000.00.

SECTION 4: The City acknowledges that this program requires a \$450,000 (10%) match.

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

PASSED AND APPROVED This 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

November 4, 2025

The Honorable Russell Humphrey
Mayor
City of Huntsville
448 State Highway 75 North
Huntsville, TX 77320

VIA EMAIL: rhumphrey@huntsvilletx.gov

Re: Notice of Eligibility - Disaster Recovery Reallocation Program Application DRRP-190-1199

Dear Mayor Humphrey:

Thank you for applying to the Disaster Recovery Reallocation Program (DRRP). The Texas General Land Office (GLO) has reviewed the City of Huntsville application and determined it to be eligible for Hurricanes Ike and Dolly Reallocation funding for the following project:

Project Title:	Martin Luther King Drive Street Improvement
CDBG-DR Amount:	\$4,500,000.00

This notice of eligibility confirms that the identified project is eligible for CDBG-DR funding. However, prior to executing a contract, the following items must be addressed:

- An updated project map that only includes the Block Groups and Census Tracts in the benefit area.
- Affidavit of public posting to be provided indicating the first and last day of posting.

Contract documents will be emailed via DocuSign for execution, followed by a contract Kickoff Workshop. A GLO Grant Manager will be assigned to assist you in meeting program requirements and the terms of your executed Subrecipient Agreement.

The GLO is dedicated to facilitating successful implementation and completion of your Disaster Recovery Reallocation Program application project. If you have any immediate questions regarding this notice, you may contact GLO Grant Manager, Selena Gonzales-Kuglin, at selena.gonzaleskuglin.glo@recovery.texas.gov.

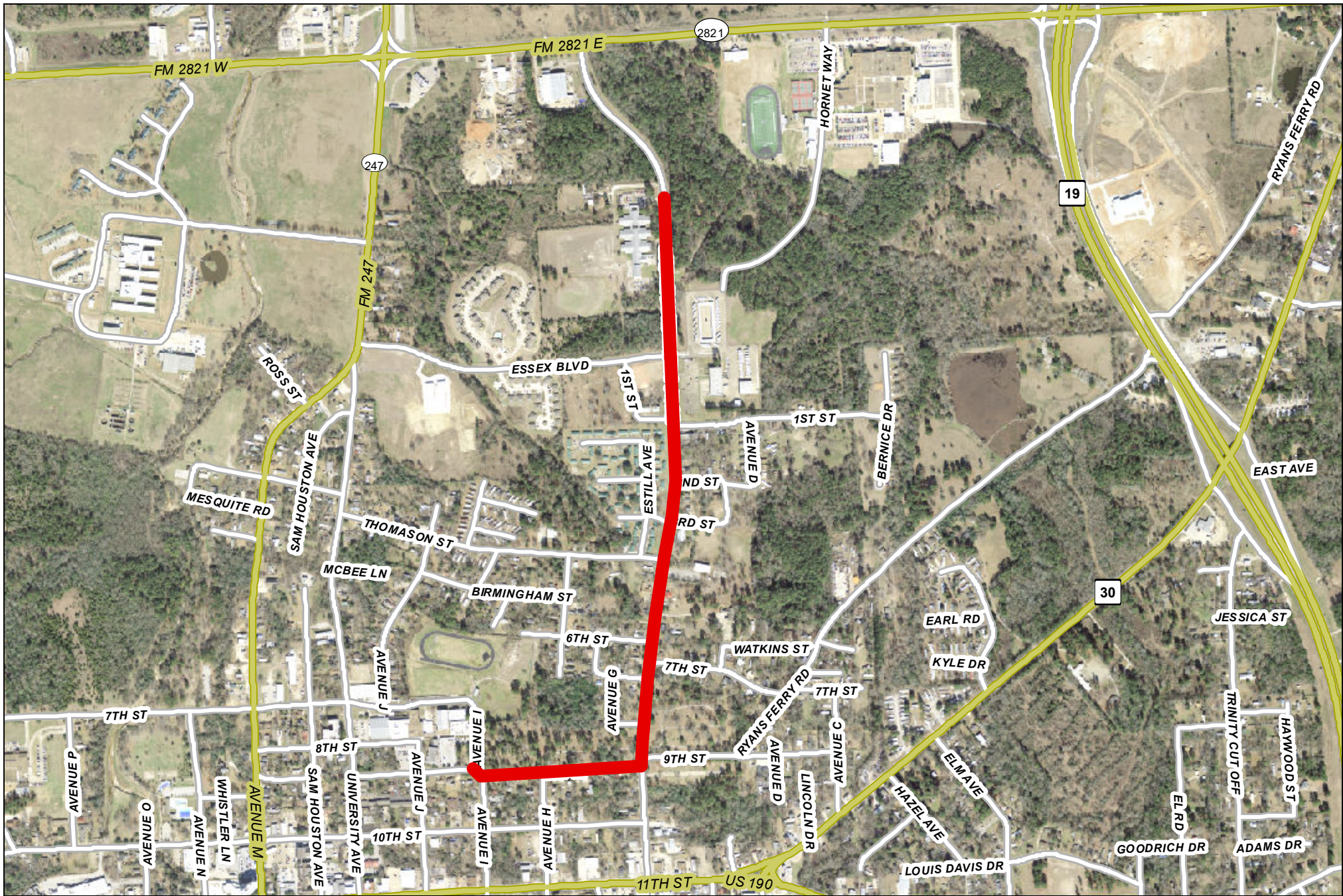
Sincerely,

Heather Lagrone

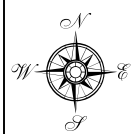
Senior Deputy Director

Community Development and Revitalization

cc: Scott Swigert, City Manager
Christina Bodin-Turner, City Grant Administrator
Selena Gonzales-Kuglin, Grant Manager, GLO
Joseph Owmbly, Regional Manager, GLO



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.huntsvilletx.gov/438/City-Maps



1 in = 1,000 ft

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0 262.5 525 1,050
FEET
On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

Alternative Transportation Improvements Project #21-10-10

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

CREATED DATE: 3/31/2023

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320

Map Created At:

www.huntsvilletx.gov/gis



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 2.c.

Agenda Item: First Reading - Consider acceptance of a grant award in the amount of \$1,099,500.00 from GLO, CDBG-MIT funds adopting Resolution 2025-42 and designating the City Manager as the Authorized Representative to execute all contract documents. The City will be responsible for a 0% match amount of \$0.00 for the Autumn Road Flood and Drainage Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to **waive the two reading requirement and adopt** Resolution 2025-42 accepting a grant award from the Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) fund in the amount of \$1,099,500.00 with the City's match amount of \$0.00 for a total of \$1,099,500.00 for the Autumn Road Flood and Drainage Project in the area of the Spring Lake Water Plant; and to designate the City Manager as the City's Authorized Representative to execute all contract documents.

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

Discussion: The Texas General Land Office (GLO) Community Development and Revitalization Department oversees the administration of Community Development Block Grant (CDBG) funds provided by the US Department of Housing and Urban Development (HUD). CDBG Mitigation (CDBG-MIT) is a unique and significant opportunity for eligible grantees to use this assistance in areas impacted by recent disasters to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. The mitigation project aims to reduce the risk to community services that benefit human health and safety or economic security, from being severely affected by natural disasters.

The Step 1 application was submitted during December 2022. The Step 2 application and RFIs were submitted on March 13, 2023. More RFIs were submitted during March 2025, August 2025 and Notice of Eligibility was received on October 8, 2025 for this Autumn Road Flood and Drainage Project.

The existing drainage system at the intersection of Autumn Road and Summer Lane is a 75" diameter used railroad tank car placed at a 90° to the McDonald Creek natural stream direction. The existing 75" tank car is not able to handle the rainwater volume during heavy rain events, which causes flooding at the Spring Lake Pump Station and prevents the Public Works staff from entering. When the Pump Station floods, it will not be able to provide water service to its service area, which is about one-third of the city's customers. After the flooding event, the city will have to repair damaged equipment inside the Pump Station.

This agenda item and the accompanying Resolution 2025-42 will allow the City to accept the Grant funding for improving the drainage system under and along Autumn Road, which includes street reconstruction and erosion control while reducing downstream sedimentation deposition.

The estimated project cost, which includes engineering, construction, grant administration, environmental investigation, and project closeout, is \$1,099,500.00.

The CDBG-MIT Grant amount is \$1,099,500.00, and the City's share amount (0%) will be \$0.00 for a total of \$1,099,500 for this project.

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

Previous Council Action: No

Financial Implications: \$0.00.

Approvals:

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

Associated Information:

1. Resolution No 2025--42 Autumn Road 11 18 2025
2. Award letter 10 8 2025 Huntsville-HGAC-SMID-NOE_2025-10-8 (003)
3. (Figure_X)-Spring_Lake_Service_Area

RESOLUTION NO. 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, ACCEPTING A GRANT AWARD FROM THE TEXAS GENERAL LAND OFFICE (GLO), COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) FOR THE AUTUMN ROAD FLOOD & DRAINAGE PROJECT.

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

WHEREAS It is necessary and in the best interest of the City to accept for funding under the Community Development Block Grant Mitigation (CDBG-MIT) to address the flooding and erosion on Autumn Road and in the area of the Spring Lake Water Plant.

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 Mayor and City Council strongly support this grant acceptance to ensure the safety of the staff who operate the Spring Lake Water Plant during the storm and citizens in the water plant area.

SECTION 2: The City Council directs and designates the City Manager as the Authorized Representative to execute all contract documents and to receive the grant award in accordance with City policy and Grant requirements.

SECTION 3: The CDBG-MIT Grant Funds will be \$1,099,500.00.

SECTION 4: The City acknowledges that this program requires a \$0.00 (0%) match.

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

PASSED AND APPROVED This 18th day of November 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

October 8, 2025

The Honorable Russell Humphrey
Mayor
City of Huntsville
1212 Avenue M
Huntsville, Texas 77340

VIA EMAIL: rhumphrey@huntsvilletx.gov

Re: Notice of Eligibility – Regional Mitigation Program Application 2022-100109-RMP

Dear Mayor Humphrey:

Thank you for applying to the Regional Mitigation Program. The Texas General Land Office (GLO) has reviewed the City of Huntsville application and determined it to be eligible for Community Development Block Grant Mitigation (CDBG-MIT) funding in the amount of \$1,099,500 for the following project:

Project Title: Autumn Lake Flood & Drainage

This notice of eligibility confirms that the identified project is eligible for CDBG-MIT funding. However, prior to executing a contract, the following items must be addressed:

- Provide an updated overall budget spreadsheet that includes a breakdown of construction, engineering, environmental, grant administration, and acquisition costs that align with the requested grant amount indicated above.
- Provide an updated Environmental Exempt form that reflects the grant amount.
- Provide an updated census map that shows the project location, boundaries of the benefit area, labels the census tracts and block groups within the benefit area, and includes a legend identifying these elements.
- Provide an updated Race and Ethnicity/Gender Calculator form that aligns with the total project beneficiaries reported on the associated LMISD.

Please provide these items by October 15, 2025, to cdr.mitigation.glo@recovery.texas.gov. Upon satisfactory completion of the items identified, this application will move forward to the contracting phase.

Contract documents will be emailed via DocuSign for execution, followed by a contract Kickoff Workshop. A GLO Grant Manager will be assigned to assist you in meeting program requirements and the terms of your executed Subrecipient Agreement.

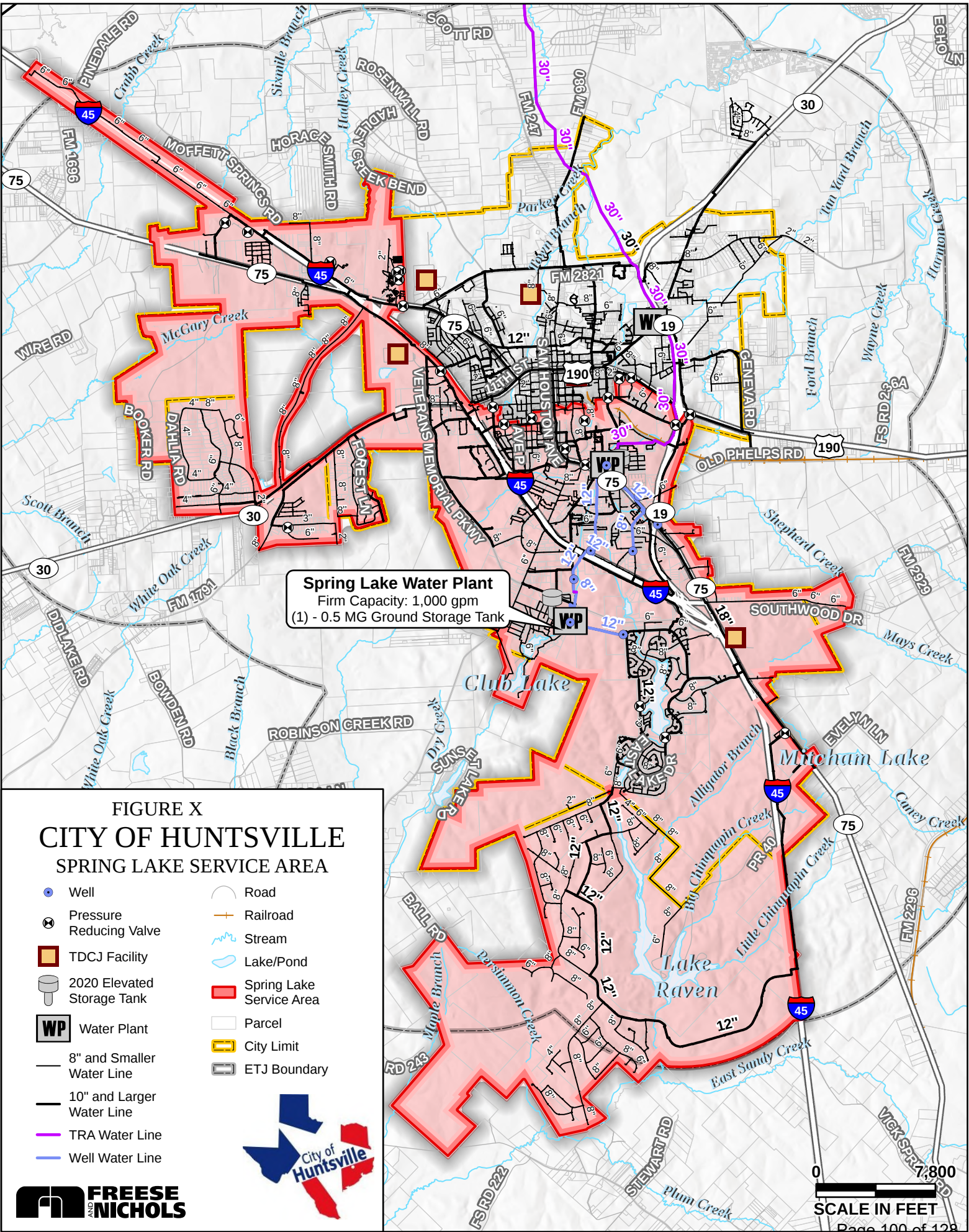
The GLO is dedicated to facilitating successful implementation and completion of your Regional Mitigation Program application project. If you have any immediate questions regarding this notice, you may contact your assigned GLO Grant Manager, Selena Gonzales-Kuglin, at selena.gonzaleskuglin.glo@recovery.texas.gov

Sincerely,



Esmeralda R. Sánchez
Director, Grant Management
Community Development and Revitalization

cc: Scott Swigert, City Manager, City of Huntsville
Christina Bodin-Turner, Grants Manager, City of Huntsville
Kathlie Jeng-Bulloch, City Engineer, City of Huntsville
Selena Gonzales-Kuglin, Grant Manager, GLO
Joseph Owmbly, Regional Manager, GLO





CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 2.d.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement with Garver USA for professional engineering services for the FY 24-25 CIP Project # 10, AJ-11 Basin Gravity Line Rehabilitation Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and approve to authorize the City Manager to enter into an agreement with Garver USA for professional engineering services for the FY 24-25 CIP Project # 10, AJ-11 Basin Gravity Line Rehabilitation Project in the amount of \$373,199.00. This authorization includes Seven (7) Tasks of Basic Services, and Two (2) Tasks of Additional Services.

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

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

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

This project was originally recommended as part of the City's 2016 Water and Wastewater Condition and Capacity Assessment Studies, Project # 10 which includes the replacement of aging Clay infrastructure in the AJ-11 Basin.

The project starts near the intersection of 13th Street and Ave. E follows a northern path approximately 6,000' ending just south of Huntsville High School.

The scope assumes that the rehabilitation will be completed primarily with pipe bursting, cured-in-place, trenchless technology, or open cut replacement when appropriate.

After negotiations of the Scope of Services and Fee Proposals, the total fee proposed by Garver USA is \$373,199.00, which includes Basic Services and Additional Services.

This agenda item is for the Basic Services (\$315,229.00) which includes Project management (Task I), Preliminary Design Phase (Task II), Detail Design (Task III-V), Bid Phase (Task VI), and Construction Phase Services (Task VII); and the Additional Services (\$57,970.00) which includes: Geotechnical (Task 1), and CCTV (Task 2).

Previous Council Action: The City Council approved FY 2024-2025 CIP budget for Project #10.

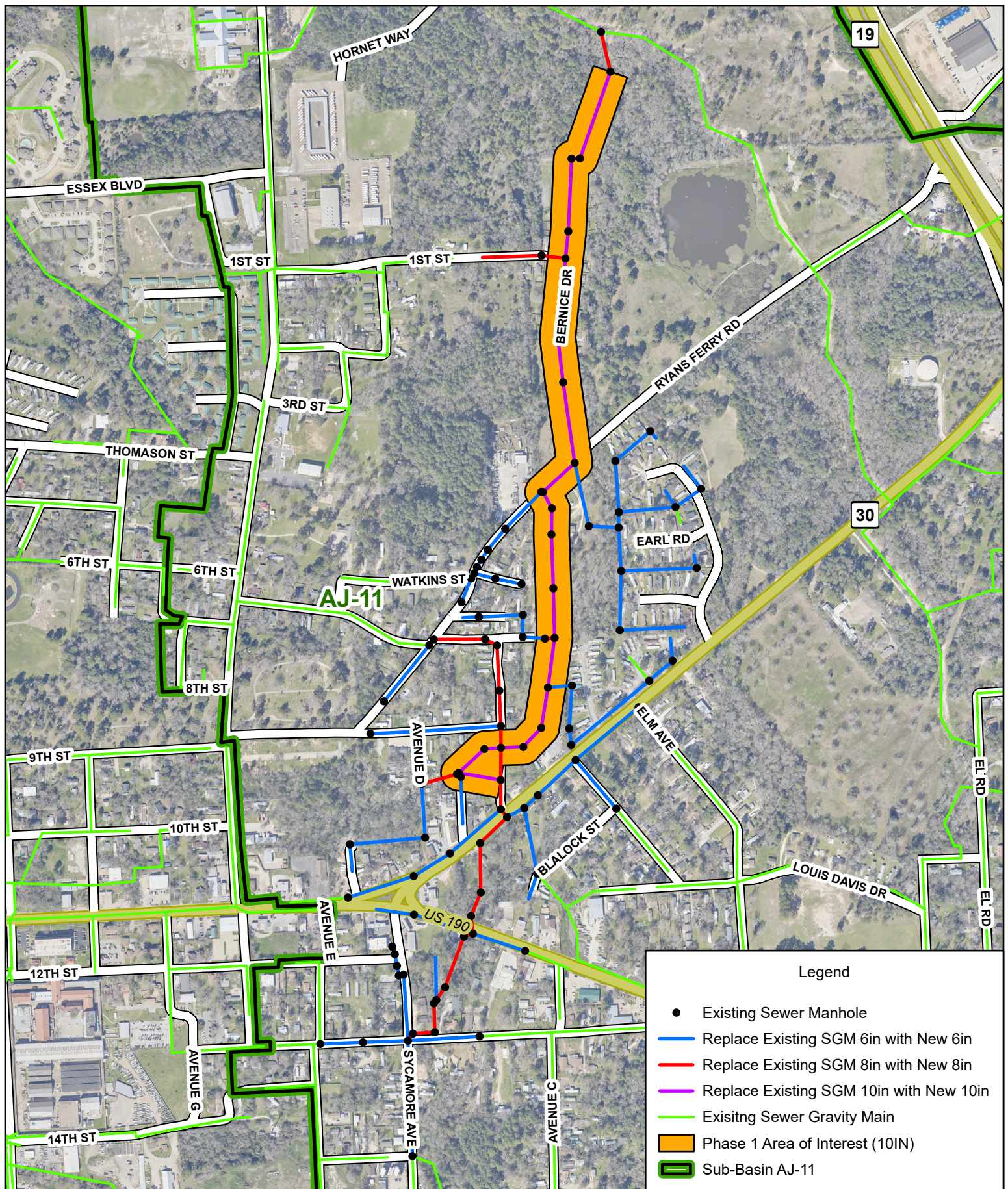
Financial Implications: ☐ **Item is budgeted:** FY 24-25 CIP and 2025 Bond Issue in the amount of \$373,199.00 for Design.

Approvals:

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

Associated Information:

1. AJ-11 Basin Project 10 Sewer Replacement Map with Phase 1
2. 10-22-25 2025 FORM AGREEMENT FOR ENGINEERING SERVICE LVS (2)
3. CoH_Proposal for Project 10_2025-11-11



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

1:8,400

On 8.5 x 11 inch Print



0 350 700 1,400 Feet

On Any Print Size

CREATED DATE: 11/11/2025

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

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

PHASE 1: AJ-11 BASIN, PROJECT #10
REPLACE ALL WITH SAME SIZE



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 Garver, LLC, 12141 Wickchester Lane, Suite 200, Houston, Texas 77079, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct Project #10 – Table ES-8 AJ-11 Basin Sewer Line Replacement, COH Project #25-10-16, hereinafter called the PROJECT. The effective date of this agreement is _____.

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 November 11, 2025 (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 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.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER to the extent caused by the ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for 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.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: Prior to commencement of services, the ENGINEER shall secure and maintain such insurance as stated below from companies licensed or approved to do business in Texas:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$2,000,000.

City will be named as an additional insured to all required coverage except for Worker's Compensation and Professional Liability and will provide certificate of such insurance to the City. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of Two Million Dollars to the OWNER before commencement of Services. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties 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.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or

procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

3.20 The respondent will comply with all applicable Federal law, regulations, executive orders, NRCS/FEMA policies, procedures, and directives.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the 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 ENGINEER option, result in the suspension of services upon 14 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4. Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according to the attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination:

(a) Without Cause. The OWNER or ENGINEER may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other. ENGINEER shall be paid for services actually performed up to the termination date.

(b) This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including

reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. **The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.**

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Any and all writings, documents, or information in whatsoever form or character produced by Engineer pursuant to the provisions of this Agreement is the exclusive property of OWNER; and no such writing, document or information shall be the subject to any copyright or proprietary claim by Engineer.

6.4 ENGINEER understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, OWNER has the right to use all such writings, documents and information as OWNER desires, without restriction. Any use of such writings, documents and information on purposes other than related to this Agreement by OWNER, shall be at the Owner's sole risk and without liability to 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. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov	ENGINEER Randall McIntyre, P.E. Vice President Texas Water Business Line Director Garver, LLC 12141 Wickchester Lane, Suite 200 Houston, Texas 77079
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: Wade Parks, P.E. - Project Manager
PROJECT ROLE: Stephen Mobley, P.E. – Design Manager

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and

agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “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.

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.

6.15 Prohibition on Contracts with Certain Companies. Engineer and the person or persons executing this Agreement on behalf of Engineer, or representing themselves as executing this Agreement on behalf of Engineer (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>

6.16 Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

6.17. The signer of this agreement for the Engineer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the

Engineer and to bind the Engineer to all of the terms, conditions, provisions and obligations herein contained.

6.18. If Engineer is a corporation, partnership, or a limited liability company, Engineer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

6.19. Any alterations, additions, or deletions to the terms herein, shall be effected by amendment, in writing, executed by both City and Engineer, and, if applicable, subject to formal approval by the City Council.

6.20. Engineer covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Engineer. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Engineer under this Agreement and that the Engineer has no authority to bind the City.

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:
GARVER, LLC

By: _____
Scott E. Swigert
City Manager

By: _____
Randall McIntyre, P.E.
Vice President
Texas Water Business Director

ATTEST: T

ATTEST:

Kristy Doll - City Secretary

By: _____

Name: _____

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

November 11, 2025

Dr. Kathlie Jeng-Bulloch, P.E., BC.WRE, CFM
City Engineer
City of Huntsville
City Service Center
448 State Highway 75
Huntsville, TX 77320

Re: Proposal for WW Project 10: 10-inch Gravity Sewer Replacement

Dear Dr. Jeng-Bulloch:

Garver appreciates the opportunity to submit our proposal for providing professional services to the City of Huntsville for the subject project. Garver will provide professional services with the assessment and improvement recommendation services listed in Exhibit A. The fee breakdown for the basic and special services provided is summarized below:

Table 1. Scope and Fee Summary

Description	Estimated Fees
Basic Services	
Task I - Project Administration	\$14,800.00
Task II - Phase 1 - Preliminary Engineering	\$47,268.00
Task III - Phase 2: Detailed Design - 60% Deliverable	\$70,209.00
Task IV - Phase 2: Detailed Design - 90% Deliverable	\$64,841.00
Task V - Phase 2: Detailed Design - 100% Deliverable	\$47,339.00
Task VI - Phase 2: Detailed Design - Bidding Services	\$9,362.00
Task VII - Construction Phase Services	\$61,410.00
Basic Services – Subtotal	\$315,229.00
Additional Services	
Task 1 - Geotechnical Investigation	\$30,470.00
Task 2 - CCTV Investigation	\$27,500.00
Additional Services – Subtotal	\$57,970.00
TOTAL ALL SERVICES	\$373,199.00

Dr. Jeng-Bulloch
11/11/2025
Page 2 of 2

A detailed level-of-effort is included in Exhibit B. The Project 10 Sanitary Sewer Rehabilitation project will begin after receiving the notice to proceed (NTP) from the City. We look forward to partnering with the City on this important project. Please call me if you have any questions.

Sincerely,
GARVER



Wade Parks, P.E.
Senior Project Manager

Attachments: Exhibit A – Scope of Services
 Exhibit B– Level of Effort



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

Exhibit A

SCOPE OF SERVICES

CITY OF HUNTSVILLE, TEXAS PROJECT 10 WASTEWATER COLLECTION SYSTEM

I. General

City of Huntsville, Texas ("CITY") selected Garver, LLC ("Garver") to provide design and construction phase services for the rehabilitation of sanitary sewer manhole and gravity main infrastructure within the Project 10 Collection System ("PROJECT"). The PROJECT starts near the intersection of 13th Street and Avenue E and the pipeline alignment follows a northern path approximately 6,000 linear feet ending just south of Huntsville High School. The existing pipe for the alignment is assumed to be clay material, 10-inch diameter, and have dedicated easements and rights-of-way. The pipe size will remain as 10-inch diameter, and Garver will develop recommended infrastructure rehabilitation strategies for the PROJECT as part of the Phase I – Preliminary Engineering. The strategies will include cured-in-place pipe, open cut replacement, and pipe bursting.

II. Assumptions

The following assumptions were made in development of this scope document and associated effort:

- The City owns and has access to the existing pipe alignment. No easements or properties are intended to be acquired as part of this project.
- The project will be construction primarily through pipe bursting method.
- The project will not impact major environmental features, including but not limited to wetlands and archaeological areas.
- The City will provide topographic survey needed for the project.

III. Scope of Work

A. Task I - Project Administration

1. Facilitate a Kickoff Meeting with the City staff to confirm PROJECT scope, team, lines of communication, and schedule.
2. Develop a Project Management Plan and Quality Control Plan.
3. Prepare and submit monthly invoices for the completed work.
4. Schedule and conduct a maximum of four project progress meetings with the City.

B. Task II – Phase 1 – Preliminary Engineering

1. Prepare data request document for the PROJECT area and submit to the City which may include:

Exhibit A – Scope of Services

- a. Record drawings
- b. Standard front-end documents for construction contracts
- c. Past surveys
- d. Past geotechnical reports adjacent to project area.
2. Organize and compile previously collected data.
3. Visit site to confirm existing condition of assets scheduled for renewal. Site visit will include manhole inspection to confirm conditions.
4. Engineer will document and submit a Draft Preliminary Engineering Report (PER) and conceptual design drawings in electronic format (PDF). The following items will be included in the PER:
 - a. Construction methodology analysis for pipeline alignment
 - b. Initiate utility coordination with conflicting utilities
 - c. Develop a list of technical specifications
 - d. Prepare Draft Preliminary Design drawings
 - e. Prepare an AACE Class 4 construction cost estimate
5. Facilitate Draft PER workshop with City
6. Submit Final PER to the City.
7. Engineer to conduct QA/QC of PER and 10% Design based on the Project Management Plan.

C. Task III – Phase 2: Detailed Design – 60% Deliverable

1. Coordination with stakeholders and other entities as needed for the proposed pipeline improvements
2. Prepare 60% design drawings including the following:
 - a. General sheets including cover, notes, index and site layout
 - b. 15 Plan and Profile sheets
 - c. Civil Details (up to 4 sheets)
 - d. Standard traffic control phasing and details
3. Prepare technical specifications
4. Prepare an AACE Class 3 construction cost opinion
5. Engineer to conduct QA/QC of 60% Design based on the Project Management Plan.

Exhibit A – Scope of Services

6. Engineer to submit draft 60% Design documents to City and facilitate 60% Design Review meeting with City.

D. Task IV – Phase 2: Detailed Design – 90% Deliverable

1. Coordination with stakeholders and other entities as needed for the proposed pipeline improvements
2. Prepare 90% design drawings:
 - a. Incorporate or resolve comments from the 60% Design Review
3. Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule.
 - a. Engineer to utilize the City's Front-End documents in preparation of the construction package.
4. Prepare an AACE Class 3 construction cost opinion
5. Engineer to conduct QA/QC of 90% Design based on the Project Management Plan.
6. Engineer to submit draft 90% Design documents to City.

E. Task V – Phase 2: Detailed Design – 100% Deliverable

1. Coordination with stakeholders and other entities as needed for the proposed water line improvements
2. Prepare 100% design drawings:
 - a. Incorporate or resolve comments from the 90% Design Review
3. Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule.
 - a. Engineer to utilize the City's Front-End documents in preparation of the construction package.
4. Prepare an AACE Class 2 construction cost opinion
5. Engineer to conduct QA/QC of 100% Design based on the Project Management Plan.
6. Engineer to complete regulatory and permitting requirements needed for construction.

F. Task VI – Phase 2: Detailed Design - Bidding Services

1. Develop the advertisement documents.
2. Attend 1 pre-bid meeting.
3. Support the bidding process by preparing up to 2 addendums.
4. Attend 1 bid opening meeting.

Exhibit A – Scope of Services

5. Issue contract award and documentation.

G. Task VII - Construction Phase Services

1. Prepare for and facilitate a kick-off meeting and up to 12 monthly progress/coordination meetings with the CITY/Contractor.
2. Evaluate and respond to a maximum of 35 construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. CONSULTANT's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, CONSULTANT shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
3. Issue instructions to the Contractor on behalf of the CITY and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
 - a. This scope assumes up to 10 RFIs submitted by the contractor during construction.
4. Participate in one substantial completion project inspection, prepare punch list, review final project closing documents, and submit final pay request.
5. CONSULTANT to develop as-built drawings for CITY following accepted completion of construction.

The proposed fee for Construction Phase Services is based on a **365 calendar-day** construction contract performance time. If the construction time extends beyond the time established, and the CITY wants CONSULTANT to continue the applicable Construction Phase Services, the CITY will pay CONSULTANT an additional fee agreed to by the CITY and CONSULTANT.

In performing construction phase services, CONSULTANT will endeavor to protect the CITY against defects and deficiencies in the work of the Contractor(s); but CONSULTANT cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction CONSULTANT observes that the Contractor's work does not comply with the construction contract documents, CONSULTANT will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. CONSULTANT will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, CONSULTANT will notify the CITY immediately, so that appropriate action under the CITY's contract with the Contractor can be taken.

Exhibit A – Scope of Services

Deliverables

The following will be submitted to the CITY, or others as indicated, by CONSULTANT:

1. Electronic copy (pdf) of the Draft PER.
2. Electronic copy (pdf) of the Final PER.
3. Electronic copy (pdf) of the 60% drawings and specifications with OPCC.
4. Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
5. Electronic copy (pdf) of the 100% drawings and specifications with OPCC.
6. Electronic copy (pdf) of the Conformed Documents to the Contractor.
7. Electronic copy (pdf) of approved shop drawings/submittals from the Contractor.
8. Electronic files as requested.

IV. Additional Services

Additional Services is to be authorized as needed by CONSULTANT and after written confirmation by the City.

1. Geotechnical Investigation: CONSULTANT to provide geotechnical investigation through use of sub-contractor for the design of a new wet well, manholes, and pavement.
2. CCTV Investigation - CONSULTANT to provide CCTV investigation through use of sub-contractor

V. Extra Work

The following items are not included under this agreement and will be considered as extra work:

1. Subsurface Utility Engineering (SUE). Project is assumed to be delivered through pipe bursting and in depth conflict analysis will not be conducted in the design.
2. Environmental Site Assessment Phase I
3. Additional Site Visits
4. Construction Materials Testing
5. Construction Observation
6. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
7. Submittals or deliverables in addition to those listed herein.
8. Design of any utilities relocation beyond those listed herein.
9. Easement and property acquisition.
10. Services after construction, such as warranty follow-up, operations support, etc.

Exhibit A – Scope of Services

VI. Schedule

Garver shall begin work under this Agreement within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task/Deliverable Description	Calendar Days
Anticipated Council Meeting	N/A
Notice to Proceed	N/A
Kickoff Meeting	7 days from Notice to Proceed
Data Collection Complete	14 days from Kickoff Meeting
DRAFT PER	75 days from receipt of data collection from City
PER Review Workshop	14 days after delivery of DRAFT PER
Final PER	21 days after receipt of City comments from PER Review Workshop
60% Design Documents	75 days after delivery of Final Technical Memorandum & Receipt of Geotechnical Investigation and Topographic Survey Data
60% Design Workshop	14 days after delivery of 60% Design
90% Design Documents	75 days from 60% Design Workshop
90% Design Workshop	14 days after delivery of 90% Design
Submit 100% Design Documents	21 days from 90% Design Workshop

*Note: For planning and scheduling purposes, following receipt of a DRAFT submittal from the Engineer, 14 calendar days are assumed for City review and when comments are anticipated to be received

Exhibit B
City of Huntsville, Texas
Project 10 - Wastewater Collection System

All Tasks

WORK TASK DESCRIPTION		Principal/ Technical Advisor	Project Manager	Project Engineer	Graduate Engineer	Designer	Technical Support	Construction Observer	Lead Surveyor	Survey Crew	Survey Drafter	GARVER LABOR	GARVER ODC	SUBCONSULTANT	SUBCONSULTANT	SUBCONSULTANT	SUBCONSULTANT	GARVER MARKUP ON SUBS	GARVER TOTAL	SUB-CO TOTAL	TOTAL	
		Water Technology	Water Southeast Texas	Water HRL WDC Infrastructure	Water HRL WDC Infrastructure	Water HRL WDC Infrastructure CAD	Water CS WDC DCL	FS Const Texas Water	FS Survey Texas	FS Survey Texas	FS Survey Texas											
Basic Services Section																						
1.	Task I - Project Administration											\$0						\$0	\$0	\$0	\$0	
	1. Kickoff meeting		4		4							\$1,584	\$200					\$0	\$1,784	\$0	\$1,784	
	2. Develop PMP and QCP		4									\$956						\$0	\$956	\$0	\$956	
	3. Prepare monthly invoices		12									\$2,868						\$0	\$2,868	\$0	\$2,868	
	4. Conduct up to 4 virtual progress meetings	8	16		16							\$9,192						\$0	\$9,192	\$0	\$9,192	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task I - Project Administration	8	36	0	20	0	0	0	0	0	0	\$14,600	\$200	\$0	\$0	\$0	\$0	\$0	\$14,800	\$0	\$14,800	
2.	Task II - Phase 1 - Preliminary Engineering											\$0						\$0	\$0	\$0	\$0	
	1. Prepare data request		1		2							\$553						\$0	\$553	\$0	\$553	
	2. Organize and compile data		1		4							\$867						\$0	\$867	\$0	\$867	
	3. Conduct site visit	4	6	12	12							\$6,942	\$300					\$0	\$7,242	\$0	\$7,242	
	4. Prepare Draft PER	4	8	20	60	40	8					\$25,988						\$0	\$25,988	\$0	\$25,988	
	5. Facilitate Draft PER workshop with City	2	4		8							\$2,926						\$0	\$2,926	\$0	\$2,926	
	6. Prepare Final PER		4		12	12	8					\$6,836						\$0	\$6,836	\$0	\$6,836	
	7. Conduct Quality Review of PER	8										\$2,856						\$0	\$2,856	\$0	\$2,856	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task II - Phase 1 - Preliminary Engineering	18	24	32	98	52	16	0	0	0	0	\$46,968	\$300	\$0	\$0	\$0	\$0	\$0	\$47,268	\$0	\$47,268	
3.	Task III - Phase 2: Detailed Design - 60% Deliverable											\$0						\$0	\$0	\$0	\$0	
	1. Stakeholder coordination		1		4							\$867						\$0	\$867	\$0	\$867	
	2. Prepare 60% design drawings		8	20	40	120						\$35,732						\$0	\$35,732	\$0	\$35,732	
	3. Prepare technical specifications		4	12	20		16					\$9,508						\$0	\$9,508	\$0	\$9,508	
	4. Prepare AACE Class 3 OPCC		2	8	12							\$3,826						\$0	\$3,826	\$0	\$3,826	
	5. Conduct quality review of 60% deliverable	12										\$4,284						\$0	\$4,284	\$0	\$4,284	
	6. Incorporate Internal Review and Submit 60% design documents		8	18	18	40						\$15,992						\$0	\$15,992	\$0	\$15,992	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task III - Phase 2: Detailed Design - 60% Deliverable	12	23	58	94	160	16	0	0	0	0	\$70,209	\$0	\$0	\$0	\$0	\$0	\$0	\$70,209	\$0	\$70,209	
4.	Task IV - Phase 2: Detailed Design - 90% Deliverable											\$0						\$0	\$0	\$0	\$0	
	1. Stakeholder coordination		1		4							\$867						\$0	\$867	\$0	\$867	
	2. Prepare 90% design drawings		8	18	40	80						\$27,406						\$0	\$27,406	\$0	\$27,406	
	3. Prepare technical specifications		4	24	40		8					\$13,236						\$0	\$13,236	\$0	\$13,236	
	4. Prepare AACE Class 3 OPCC		4	12	24							\$6,920						\$0	\$6,920	\$0	\$6,920	
	5. Conduct quality review of 90% deliverable	12										\$4,284						\$0	\$4,284	\$0	\$4,284	
	6. Incorporate Internal Review and Submit 90% design documents		8	16	16	24						\$12,128						\$0	\$12,128	\$0	\$12,128	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task IV - Phase 2: Detailed Design - 90% Deliverable	12	25	70	124	104	8	0	0	0	0	\$64,841	\$0	\$0	\$0	\$0	\$0	\$0	\$64,841	\$0	\$64,841	
5.	Task V - Phase 2: Detailed Design - 100% Deliverable											\$0						\$0	\$0	\$0	\$0	
	1. Stakeholder coordination		1		4							\$867						\$0	\$867	\$0	\$867	
	2. Prepare 100% design drawings		8	18	24	60						\$20,914						\$0	\$20,914	\$0	\$20,914	
	3. Prepare technical specifications		4	12	24		4					\$7,724						\$0	\$7,724	\$0	\$7,724	
	4. Prepare AACE Class 3 OPCC		4	8	16							\$4,932						\$0	\$4,932	\$0	\$4,932	
	5. Conduct quality review of 100% deliverable	12										\$4,284						\$0	\$4,284	\$0	\$4,284	
	6. Incorporate Internal Review and complete permitting and regulatory requirements		4	12	12	18						\$8,618						\$0	\$8,618	\$0	\$8,618	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task V - Phase 2: Detailed Design - 100% Deliverable	12	21	50	80	78	4	0	0	0	0	\$47,339	\$0	\$0	\$0	\$0	\$0	\$0	\$47,339	\$0	\$47,339	
6.	Task VI - Phase 2: Detailed Design - Bidding Services											\$0						\$0	\$0	\$0	\$0	
	1. Develop advertisement documents		2	4		4	4					\$2,810						\$0	\$2,810	\$0	\$2,810	
	2. Attend 1 pre-bid meeting		4									\$956						\$0	\$956	\$0	\$956	
	3. Prepare up to 2 addendums		2	8		8						\$3,534						\$0	\$3,534	\$0	\$3,534	
	4. Attend 1 bid opening meeting		4									\$956						\$0	\$956	\$0	\$956	
	5. Issue contract award		2		4							\$1,106						\$0	\$1,106	\$0	\$1,106	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task VI - Phase 2: Detailed Design - Bidding Services	0	14	12	4	12	4	0	0	0	0	\$9,362	\$0	\$0	\$0	\$0	\$0	\$0	\$9,362	\$0	\$9,362	
7.	Task VII - Construction Phase Services											\$0						\$0	\$0	\$0	\$0	
	1. Prepare and facilitate kickoff meeting and up to 12 monthly progress meetings		52		24							\$16,196	\$1,400					\$0	\$17,596	\$0	\$17,596	
	2. Review up to 25 construction submittals	8	18	36	60							\$23,166						\$0	\$23,166	\$0	\$23,166	
	3. Review and respond for up to 10 RFIs	4	10	20	40							\$13,758						\$0	\$13,758	\$0	\$13,758	
	4. Attend substantial and final completion inspection walkthroughs		8		8							\$3,168						\$0	\$3,168	\$0	\$3,168	
	5. Develop record drawings based on contractor markups		2	4	16							\$3,722						\$0	\$3,722	\$0	\$3,722	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - Task VII - Construction Phase Services	12	90	60	148	0	0	0	0	0	0	\$60,010	\$1,400	\$0	\$0	\$0	\$0	\$0	\$61,410	\$0	\$61,410	
Subtotal - Basic Services Section		74	233	282	568	406	48	0	0	0	0	\$313,329	\$1,900	\$0	\$0	\$0	\$0	\$0	\$315,229	\$0	\$315,229	
Additional Services Section																						
1.	ADD Task 1 - Geotechnical Investigation											\$0						\$2,770	\$2,770	\$27,700	\$30,470	
	1. Geotech											\$0			\$27,700			\$0	\$0	\$0	\$0	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - ADD Task 1 - Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$27,700	\$0	\$0	\$2,770	\$2,770	\$27,700	\$30,470	
2.	ADD Task 2 - CCTV Investigation											\$0						\$2,500	\$2,500	\$25,000	\$27,500	
	1. CCTV											\$0				\$25,000		\$0	\$0	\$0	\$0	
												\$0						\$0	\$0	\$0	\$0	
	Subtotal - ADD Task 2 - CCTV Investigation	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$2,500	\$2,500	\$25,000	\$27,500	
Subtotal - Additional Services Section		0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$27,700	\$25,000	\$0	\$5,270	\$5,270	\$52,700	\$57,970	
Project Totals																						
		74	233	282	568	406	48	0	0	0	0	\$313,329	\$1,900	\$0	\$27,700	\$25,000	\$0	\$5,270	\$320,499	\$52,700	\$373,199	



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 3.a.

Agenda Item: Consider the appointments to the City of Huntsville Boards and Commissions for expiring board positions.

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: Mayor Nominates Board and Commission member reappointments as presented.

Strategic Initiative: Goal #5, Resource Development Strategic Priority #5, Engagement - Build strong relationships within our organization and community with a focus on our culture of core values as expressed in Service, Trust, Accountability and Respect. Provide a welcoming and collaborative environment that fosters mutual partnership between city government, community organizations and our residents. 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. November 18, 2025 Board Appointments



CITY OF HUNTSVILLE
BOARD AND COMMISSION REAPPOINTMENTS

BOARD NAME	SEAT #	APPOINT/ REAPPOINT	BOARD MEMBER	TERM EXPIRES
Cemetery Advisory Board				
	4	Reappointment	Douglas Wright	8/31/2027
	9	Reappointment	Andy Graves	8/31/2027



CITY COUNCIL AGENDA

11/18/2025

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.087 for deliberation regarding economic development negotiations - Project Urban Forest.

Initiating Department/Presenter: City Manager

Presenter:
Scott Swigert, City Manager

Recommended Motion:

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

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:

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

11/18/2025

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:
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information: