

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

Bert Lyle, Position 1 At-Large
Karen Denman, Position 2 At-Large
Vicki McKenzie, Position 3 At-Large
Pat Graham, Position 4 At-Large



Jon Strong, Mayor Pro Tem
Ward 4
Tore Fossum, Ward 1
Casey Cox, Ward 2
Anissa Antwine, Ward 3

HUNTSVILLE CITY COUNCIL AGENDA

TUESDAY, DECEMBER 2, 2025

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

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

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

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

WORKSHOP (5:30 p.m.)

DISCUSSION

- a. Discussion on Permit Process and Fees
Kevin Byal, Director of Development Services
Kathlie Jeng-Bulloch, City Engineer

MAIN SESSION (6:00 p.m.)

CALL TO ORDER

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

PROCLAMATION

- a. Proclamation No. 2025-23 CRPS Awareness Month
Russell Humphrey, Mayor

PRESENTATIONS

PUBLIC HEARING

- a. **Public Hearing** - Regarding a request to amend the Zoning District Map to change the zoning designation from Medium Density Residential (MR) to Mixed Use (MU) for the property located at 3709 Montgomery Road, Walker County (Property ID 15777).
Layne Yeager, City Planner/Airport Manager

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 November 14, 2025, Special City Council Meeting.
Kristy Doll, City Secretary

- b. Consider adoption of Ordinance No. 2025-36 to amend the budget for FY 25-26 and/or CIP Project Budgets.
Lance Hall, Finance Director
- c. Consider approving the expenditure of funds approved in the 2025-2026 FY budget for the upfitting of police vehicles.
Wade Roberts, Lieutenant
- d. Consider the acceptance of the Monthly Financial Report for the month of October 2025.
Lance Hall, Finance Director

2. STATUTORY AGENDA

- a. **First Reading** - Consider adoption of Ordinance No. 2025-37 amending the Zoning District Map to change the zoning designation from Medium Density Residential (MR) to Mixed Use (MU) for the property located at 3709 Montgomery Road, Walker County (Property ID 15777).
Layne Yeager, City Planner/Airport Manager
- b. **First Reading** - Consider Ordinance No. 2025-39 approving the Petition for Consent to the Creation of Huntsville Municipal Utility District No. 3 submitted by Gibbs Brothers & Company L.P. and Robinson Gibbs I, LLC.
Leonard Schneider, City Attorney
- c. **Second Reading** - Consider adopting Ordinance No. 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
- d. Move to adopt Ordinance No. 2025-33 to amend the budget for fiscal year 2025 - 2026; amending the Fiscal Policy.
Lance Hall, Finance Director
- e. **First Reading** - Consider authorizing the City Manager to award the construction contract for FY22-23 Tanyard Creek Lift Station Expansion and Force Main Project.
Kathlie Jeng-Bulloch, City Engineer
- f. **First Reading** - Consider authorizing the City Manager to enter into an agreement Amendment #1 with LJA Engineering for professional engineering services for FY22-23 Tanyard Creek Lift Station Expansion and Improvement Project.
Kathlie Jeng-Bulloch, City Engineer
- g. **First Reading** - Consider authorizing the City Manager to enter into an agreement Amendment #1 with LJA Engineering for professional engineering services for FY22-23 Tanyard Creek Lift Station Force Main Replacement Project.
Kathlie Jeng-Bulloch, City Engineer
- h. **First Reading** - Consider authorizing the City Manager to enter into an agreement Amendment #1 with LJA Engineering for professional engineering services for the FY24-25 CIP AJ-09 Basin Replacement Project.
Kathlie Jeng-Bulloch, City Engineer
- i. **First Reading** - Consider authorizing the City Manager to enter into an agreement with Pape-Dawson for professional engineering services for the FY 24-25 CIP Project # 8 Gravity Lines Rehabilitation Project in the AJ-10 Basin.
Kathlie Jeng-Bulloch, City Engineer

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 – to receive legal advice on the Airport FBO agreement and receive advice on the petition by ETJ water rate payers, Public Utility Commission Docket 58983.
Scott Swigert, City Manager

7. RECONVENE

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

ADJOURNMENT

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

CERTIFICATE

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

DATE OF POSTING: November 24, 2025

Kristy Doll

TIME OF POSTING: 2:00 P.M.

Kristy Doll, City Secretary

TAKEN DOWN:



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: a.

Agenda Item: Discussion on Permit Process and Fees

Initiating Department/Presenter: Engineering

Presenter:

Kevin Byal, Director of Development Services

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Discussion only

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

Discussion: The Financial Committee recently requested an update on the current permit fee structure for presentation at a City Council Workshop.

Previous Council Action: Council approved a new permit fee structure last year.

Financial Implications: None at this time, unless Council changes the City's current permit fee structure.

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA
12/2/2025

Agenda Item Number: a.

Agenda Item: Proclamation No. 2025-23 CRPS Awareness Month

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

12/2/2025

Agenda Item Number: a.

Agenda Item: Public Hearing - Regarding a request to amend the Zoning District Map to change the zoning designation from Medium Density Residential (MR) to Mixed Use (MU) for the property located at 3709 Montgomery Road, Walker County (Property ID 15777).

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, City Planner/Airport Manager

Recommended Motion: N/A

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

Discussion: Staff received an application from the property owner for a Zoning Map Amendment for a 2.226-acre tract of land located at 3709 Montgomery Rd, Walker County Property ID #15777, to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU). Adjacent adjoining properties are designated as MR and MU. The surrounding properties are both developed and undeveloped. Within the vicinity of this subject property, there are multiple properties identified as Public/Institutional (PI), Mixed Use (MU) and Medium Density Residential (MR). The proposed usage of this property is for a gymnastics academy with full development of the property.

This item was presented and received a unanimous recommendation from the Planning Commission on November 6, 2025

Supporting documents can be viewed under item 2.a of this agenda.

Previous Council Action: N/A

Financial Implications:

Approvals:

Kevin Byal

Ricardo Villagrand

Scott Swigert

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the November 14, 2025, Special City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the November 14, 2025, Special City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. Special City Council Meeting Minutes 11-14-2025

MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL MEETING HELD ON THE 14TH DAY OF NOVEMBER 2025 AT 10:00 A.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 Special Session with the following:

COUNCILMEMBERS PRESENT: 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: Mayor Humphrey

OFFICERS PRESENT: Kristy Doll, City Secretary

OFFICERS ABSENT: Scott Swigert, City Manager; Leonard Schneider, City Attorney

MAIN SESSION CALL TO ORDER

Mayor Pro Tem McKenzie called the meeting to order at 10:00 a.m.

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

Councilmember Lyle gave the invocation, and the pledges were led by Mayor Pro Tem McKenzie.

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. **Consider adopting Ordinance 2025-34 to Canvass the returns of the Municipal Election held on the 4th day of November 2025, for the purpose of electing a Mayor At-Large and four Councilmembers, one from each of the City's four Wards, (1) one, (2) two, (3) three, and (4) four; Declaring the results of the City of Huntsville, Texas November 4, 2025, Election.**

Kristy Doll, City Secretary

Councilmember Jon Strong made a motion to adopt Ordinance 2025-34 to Canvass the returns of the Municipal Election held on the 4th day of November 2025, for the purpose of electing a Mayor At-Large and four Councilmembers, one from each of the City's four Wards, (1) one, (2) two, (3) three, and (4) four; Declaring the results of the City of Huntsville, Texas November 4, 2025, Election. The motion was seconded by Councilmember Pat Graham. The motion passed 8 - 0. Yes: Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

Mayor Pro Tem McKenzie announced that will complete the canvassing of the November 4, 2025, Election.

ADJOURNMENT

Mayor Pro Tem McKenzie adjourned the meeting without objection at 10:03 a.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Vicki McKenzie, Mayor Pro Tem



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 1.b.

Agenda Item: Consider adoption of Ordinance No. 2025-36 to amend the budget for FY 25-26 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance No. 2025-36 to amend the budget for FY 25-26 and/or CIP Project Budgets.

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

Discussion: Detailed explanation of the Budget Amendments is provided in the attachment, Exhibit A, to the Ordinance. The Budget Amendment was discussed and recommended by the Finance Committee at their meeting on November 18, 2025.

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

Financial Implications: See the attached Ordinance No. 2025-36 and related Budget Amendment (Exhibit A).

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. BA EL Rehab Project CC 12.02.2025
2. FY 26 ORDINANCE to amend budget -2025-36

Budget Amendments FY 25-26 Finance Committee - November 18, 2025 City Council December 2,2025
--

Exhibit A

Increase: Elkins Lift Stn # 1 Rehabilitation -Construction	\$	11,727
Decrease: NB-06 Basin Rehab & Renewal -Construction	\$	11,727

Explanation:	This budget amendment is requested to transfer funds from a completed project, NB-06 Basin Rehab & Renewal, in the amount of \$11,727 (the total remaining budget in this project is \$433,382) to the Elkins Lake Lift Station # 1 project. The Elkins Lake Lift Station #1 Rehabilitation project is also complete, but it requires an additional budget of \$11,727 to cover the final construction application payment. The total final payment for the Elkins Lake Lift Station #1 Rehabilitation project will be \$77,990.10.
--------------	--

ORDINANCE NO. 2025-36

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

APPROVED AS TO FORM:

ATTEST:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 1.c.

Agenda Item: Consider approving the expenditure of funds approved in the 2025-2026 FY budget for the upfitting of police vehicles.

Initiating Department/Presenter: Police Department

Presenter:

Wade Roberts, Lieutenant

Recommended Motion: Move to authorize the usage of allocated funds to approve a purchase order for upfitting police patrol vehicles for the amount of \$215,515.70

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

Discussion: This motion allows for the use of already budgeted funds for equipment outfitting and labor on nine marked police vehicles. Outfitting includes installing computer mounting hardware, a rear seat partition, a replacement rear seat, a radio, a siren box, a light bar, and all other associated equipment necessary for the optimal operation of a marked patrol vehicle. Dana Safety Supply, Inc., will provide the outfitting.

Previous Council Action: No Previous Council Action

Financial Implications: The funds for this expenditure were budgeted and approved in the 2025-26 FY budget. Equipment and labor to outfit nine marked police vehicles — \$215,515.70

TIPS contract # 210102

Quote # 596946-B from Dana Safety Supply is attached.

Approvals:

Darryle Slaven

Lance Hall

Scott Swigert

Kristy Doll

Associated Information:

1. SQ - 596946 HUNTSVILLE PD (9) (1)

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
1212 AVE M
HUNTSVILLE, TX 77340

Ship To

(For Pickup)
SOMERVILLE WAREHOUSE
9690 FM 50
SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Gerardo Verdin			Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
9	9	N	INFO 2026 FORD PIU (9) HUNTSVILLE PD Warehouse: SOMV			0.0000	0.00
9	9	N	INFO EQUIPMENT AND INSTALL- PATROL UNITS Warehouse: SOMV			0.0000	0.00
9	9	N	INFO TIPS CONTRACT #210102 Warehouse: SOMV			0.0000	0.00
9	9	N	INFO FRONT Warehouse: SOMV			0.0000	0.00
9	9	N	5344 GOR 5000 Series PB Steel - 2020+ FORD PIUT Warehouse: SOMV			448.0000	4,032.00
9	9	N	5344WHD GOR Heavy Duty Wraparounds Warehouse: SOMV			454.0000	4,086.00
18	18	N	WEC-VTX9J WEC VERTEX SUPER LED DUO BLUE RED Warehouse: SOMV			105.0000	1,890.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	1

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
 1212 AVE M
 HUNTSVILLE, TX 77340

Ship To

(For Pickup)
 SOMERVILLE WAREHOUSE
 9690 FM 50
 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Resale Number
Gerardo Verdin			Darryl Schmidt- Somerville	JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
9	9	N	EB8DEDE WEC LEGACY WCX 48" RW/BW/RW/BW Warehouse: SOMV SEE ATTACHED WIZARD --- *****		4,535.0000	40,815.00
9	9	Y	MKEZ105 WEC STRAP KIT 2020+ PIUT Warehouse: SOMV		70.0000	630.00
9	9	Y	SA315U WEC, COMPACT BLACK 100W/122DB, SPEAKER Warehouse: SOMV		289.0000	2,601.00
9	9	N	SAK66P WEC SA315P BKT FORD 2020 PIUT PASS SIDE Warehouse: SOMV		38.0000	342.00
9	9	N	C399 WEC CenCom Core by WECANX Warehouse: SOMV		988.0000	8,892.00
9	9	N	CCTL6 WEC, WCX, KNOB/SLIDE CONTROL HEAD Warehouse: SOMV		332.0000	2,988.00
9	9	Y	WEC-C399SP WEC SCANport KIT FOR C399 Warehouse: SOMV		133.0000	1,197.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	2

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
1212 AVE M
HUNTSVILLE, TX 77340

Ship To

(For Pickup)
SOMERVILLE WAREHOUSE
9690 FM 50
SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Gerardo Verdin		Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
9	9	N	CEM16 WEC, WCX, 16OUTPUT, EXPANSION MODULE Warehouse: SOMV		205.0000	1,845.00
9	9	N	CHWLFE29 WEC WCX LO FREQ SIREN AMP EXPLORER Warehouse: SOMV		530.0000	4,770.00
9	9	N	INFO SIDE Warehouse: SOMV		0.0000	0.00
18	18	N	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: SOMV SIDE CARGO WINDOWS		171.0000	3,078.00
9	9	N	INFO REAR Warehouse: SOMV		0.0000	0.00
18	18	N	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: SOMV		171.0000	3,078.00
9	9	N	LICENSE PLATE IONBKT1 WEC ION LICENSE PLATE BRACKET (HORIZ) Warehouse: SOMV		32.0000	288.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	3

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
 1212 AVE M
 HUNTSVILLE, TX 77340

Ship To

(For Pickup)
 SOMERVILLE WAREHOUSE
 9690 FM 50
 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Gerardo Verdin		Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
9	9	N	TLIR WEC RED ION T-SERIES LINEARSURFACE MOUNT LIGHT HEAD Warehouse: SOMV		121.0000	1,089.00
9	9	N	HATCH TLIB WEC BLUE T-SERIES SURFACE MOUNT ION W/BLACK FLANGE Warehouse: SOMV		121.0000	1,089.00
9	9	N	HATCH SSF5150D WEC 5-PATTERN TAILLIGHT FLASHER Warehouse: SOMV		96.0000	864.00
9	9	N	INFO INTERIOR/MISC Warehouse: SOMV		0.0000	0.00
9	9	Y	C-VS-1012-INUT-2 HAV 22" ANGLED CONSOLE, 20-25 PIU Warehouse: SOMV Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility Console C-VS-1012-INUT-2 will need CM014248-1 for all models before 2025		451.0000	4,059.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	4

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To
CITY OF HUNTSVILLE- TX 1212 AVE M HUNTSVILLE, TX 77340

Ship To
(For Pickup) SOMERVILLE WAREHOUSE 9690 FM 50 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Gerardo Verdin			Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
9	9	N	C-EB40-CCS-1P HAV CENCOM EQUIP BRACKET 1PC FACEPLATE Warehouse: SOMV			5.0000	45.00
9	9	N	C-EB25-XTL-1P HAV 1-PIECE EQ BRKT FOR XTL REMOTE HEADS & APX750 Warehouse: SOMV 1 PIECE BRACKET FOR REMOTE RADIO CONTROL HEAD *****			5.0000	45.00
9	9	Y	C-FP-35 HAV 3.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: SOMV			5.0000	45.00
9	9	N	C-FP-15 HAV 1.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: SOMV			5.0000	45.00
9	9	Y	C-FP-05 HAV 0.5 BLANK FILLER PLATE FOR CONSOLE Warehouse: SOMV			5.0000	45.00
9	9	N	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: SOMV			113.0000	1,017.00
9	9	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: SOMV			47.0000	423.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	5

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To
CITY OF HUNTSVILLE- TX 1212 AVE M HUNTSVILLE, TX 77340

Ship To
(For Pickup) SOMERVILLE WAREHOUSE 9690 FM 50 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Gerardo Verdin			Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
9	9	N	C-AP-0325-1 HAV 3" Accessory Pocket, 2.5" Deep Warehouse: SOMV			36.0000	324.00
9	9	N	C-FP-1 HAV 1.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: SOMV			5.0000	45.00
9	9	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: SOMV			69.0000	621.00
9	9	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: SOMV C-HDM-204 MOUNTS TO SIDE OF CONSOLE BOX *****			183.7500	1,653.75
9	9	N	C-MD-317 HAV Heavy-Duty Computer Monitor / Keyboard Mount and Warehouse: SOMV C-MD-317 Heavy-Duty Computer Monitor / Keyboard Mount and Motion Device			344.0000	3,096.00
9	9	Y	DS-PAN-1215N-2 HAV PANASONIC TOUGHBOOK 33 DOCKING STATION Warehouse: SOMV			979.0000	8,811.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	6

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
 1212 AVE M
 HUNTSVILLE, TX 77340

Ship To

(For Pickup)
 SOMERVILLE WAREHOUSE
 9690 FM 50
 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Gerardo Verdin			Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
9	9	N	CM009785-1 HAV 2020 PIU HVAC Relocation Bracket Kit Warehouse: SOMV			44.0000	396.00
9	9	N	200-1379-00 STALKER 2020 FI SUV CU/Antenna Combo Mount Warehouse: SOMV			121.1200	1,090.08
9	9	N	200-1378-00 STALKER REAR ANT MOUNT PIUT 2020 Warehouse: SOMV			148.4300	1,335.87
9	9	Y	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: SOMV			169.0000	1,521.00
9	9	N	C4 LED, 350 LUMEN RECHARGEABLE FLASHLIGHT, AIRCRAFT ALUMINUM 13.1" L SC-920-5 SC UNIVERSAL RAIL GUN RACK W/ SC5 LOCK Warehouse: SOMV			335.0000	3,015.00
9	9	N	PRPSP4712UINT20A PG 1/2 Poly, 1/4 Exp Metal Warehouse: SOMV 4700RPSP Series Space Saver Standard Prisoner Transport Partition 1/2 Poly and 1/2 Expanded Metal Window. List Price \$883 ea. Includes Recessed Panel and Lower Extension Panels			932.0000	8,388.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	7

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
 1212 AVE M
 HUNTSVILLE, TX 77340

Ship To

(For Pickup)
 SOMERVILLE WAREHOUSE
 9690 FM 50
 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Gerardo Verdin		Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
9	9	N	S4705UINT20OSB PG TRANS SEAT W/ WIRE CARGO BARRIER & BELTS Warehouse: SOMV		1,795.0000	16,155.00
9	9	N	WB47NPUINT20 PG VERT. STEEL WINDOW BARS - OEM PANEL ONLY Warehouse: SOMV		264.0000	2,376.00
9	9	N	DPCP47UINT20 PG REAR DOOR HANDLE COVER PLATE Warehouse: SOMV		41.0000	369.00
9	9	N	PKG-TTP-INUT-1201-4 HAV PREMIUM EQUIPMENT TRAY Warehouse: SOMV Premium Package ? Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility		1,378.0000	12,402.00
9	9	N	PROKIT-2 HAV Adapter Kit for Pro-Gard Partition to Havis TTP or Warehouse: SOMV Adapter Kit for Pro-Gard Partition to Havis TTP or Storage Drawer Mount in 2020-2021 Ford Interceptor Utility		23.0000	207.00
9	9	N	SBX-1008 Havis Modular Storage Drawer w/ PBC Warehouse: SOMV SBX-1008		1,360.0000	12,240.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	8

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
 1212 AVE M
 HUNTSVILLE, TX 77340

Ship To

(For Pickup)
 SOMERVILLE WAREHOUSE
 9690 FM 50
 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Gerardo Verdin			Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
9	9	N	SBX-3003 HAV DRAWER OPEN TOP Warehouse: SOMV			183.0000	1,647.00
9	9	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: SOMV			50.0000	450.00
9	9	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: SOMV			60.0000	540.00
9	9	Y	7189B-BSS Blue Sea 150A Circuit Breaker Warehouse: SOMV			50.0000	450.00
9	9	N	Circuit Breaker Buss 285 SfcMt 150A (FLM- 5) INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: SOMV			0.0000	0.00
9	9	N	RADIO, 2 PC INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SOMV LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			625.0000	5,625.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	9

Printed By: Roger Darrell Schmidt

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	596946-B
Customer No.	HUNTSVILLE

Bill To

CITY OF HUNTSVILLE- TX
 1212 AVE M
 HUNTSVILLE, TX 77340

Ship To

(For Pickup)
 SOMERVILLE WAREHOUSE
 9690 FM 50
 SOMERVILLE, TX 77879

Contact: DAVID ZAPALAC
Telephone: 936-291-5449

E-mail: DZAPALAC@HUNTSVILLETX.GOV

Contact: DARRELL SCHMIDT
Telephone: 832-570-7138

E-mail: RSCHMIDT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/07/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Gerardo Verdin		Darryl Schmidt- Somerville		JEFF DUGAS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
9	9	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SOMV Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		4,440.0000	39,960.00

Print Date	10/21/25
Print Time	02:53:56 PM
Page No.	10

Printed By: Roger Darrell Schmidt

Subtotal	212,015.70
Freight	3,500.00
Order Total	215,515.70



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 1.d.

Agenda Item: Consider the acceptance of the Monthly Financial Report for the month of October 2025.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to accept the October 2025 Monthly Financial Report.

Strategic Initiative:

Discussion: Financial Report for 2025-2026 YTD as of October 30, 2025

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

1. 2025_October_Financial_Report

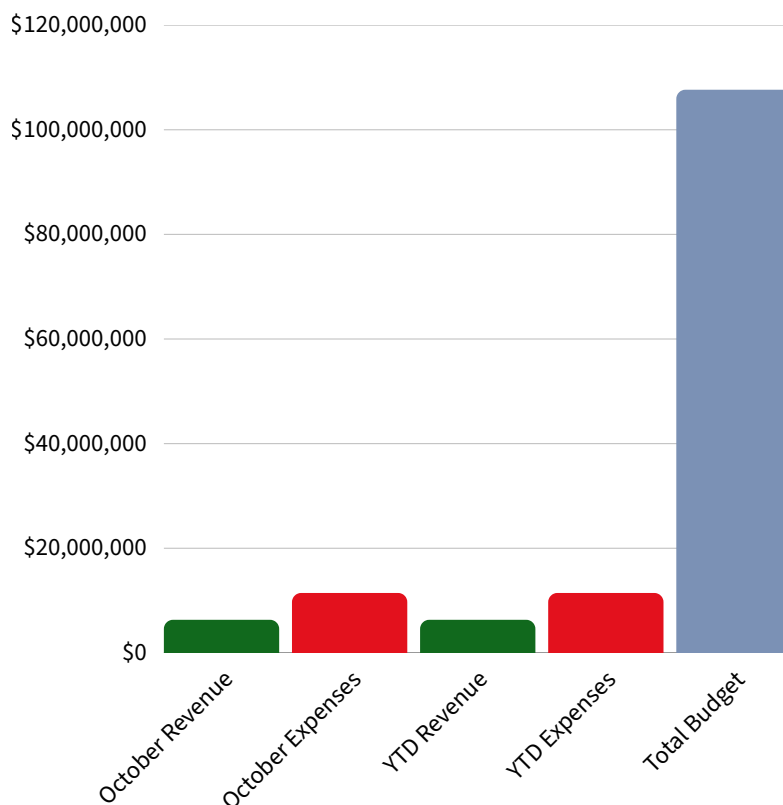
CITY OF HUNTSVILLE, TX

MONTHLY FINANCIAL REPORT



For the Period Ending October 31, 2025

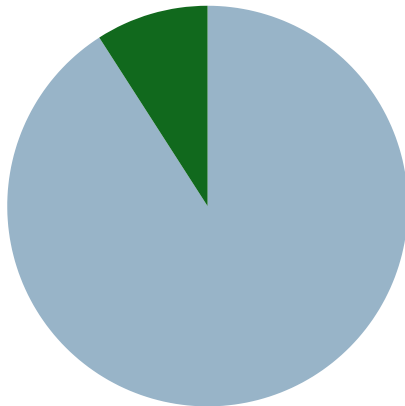
This report has been meticulously prepared by the Finance Department of the City of Huntsville. The Monthly Financial Report aims to furnish both internal and external stakeholders with timely, accurate, and pertinent insights into the City's financial standing.



GENERAL FUND

REVENUE-

\$3,662,230.98



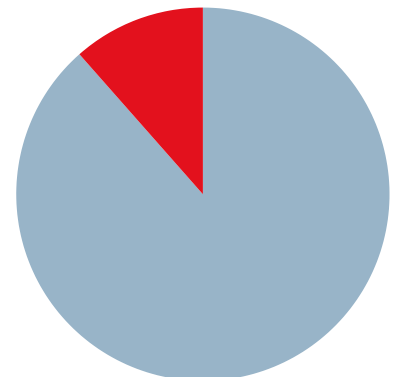
10% of Budget

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Property Taxes	\$9,300,000.00	\$37,846.11	\$37,846.11	0%	P
Sales Tax	\$13,500,000.00	\$964,492.13	\$964,492.13	7%	\$13,260,925.48
Franchise-Utilities/Comm	\$2,140,000.00	\$1,079.91	\$1,079.91	0%	\$2,099,317.55
Other Taxes	\$155,000.00	\$17,287.30	\$17,287.30	11%	\$147,719.68
Permit Development Fees	\$38,000.00	\$2,670.00	\$2,670.00	7%	\$40,460.00
Permits and Licenses	\$946,500.00	\$88,438.64	\$88,438.64	9%	\$1,391,349.80
Municipal Court Fines	\$992,650.00	\$77,487.88	\$77,487.88	8%	\$1,145,125.69
Fees/Charges/Sales	\$452,700.00	\$58,761.08	\$58,761.08	13%	\$481,763.91
Inter Governmental	\$246,487.00	\$20,541.00	\$20,541.00	8%	\$267,028.00
Intra Governmental	\$6,824,291.00	\$1,706,072.75	\$1,706,072.75	25%	\$7,119,497.00
Interest Earnings	\$700,000.00	\$0.00	\$0.00	0%	\$633,570.34
Reimbursements	\$70,000.00	\$37,754.68	\$37,754.68	54%	\$113,960.19
Contributions	\$0.00	\$63.58	\$63.58		\$2,247.46
Other	\$55,000.00	\$13,210.92	\$13,210.92	24%	\$93,676.45
Charges to other Funds	\$2,488,091.00	\$622,022.75	\$622,022.75	25%	\$1,897,707.00
Transfers from Other Funds	\$58,009.00	\$14,502.25	\$14,502.25	25%	\$53,576.00
Revenue Totals	\$37,966,728.00	\$3,662,230.98	\$3,662,230.98	10%	\$36,897,477.37

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$23,966,238.00	\$2,363,468.29	\$2,363,468.29	10%	\$20,799,962.30
Salary/Other Pay/Benefits- Adj 4		\$0.00	\$0.00	0%	\$0.00
Step/COLA/Other PR Benefits	\$42,353.00				
Supplies Totals	\$1,339,626.00	\$38,154.61	\$38,154.61	5%	\$1,132,672.85
Maintenance Structures/Improvements	\$2,796,060.00	\$439,896.78	\$439,896.78	0%	\$1,838,179.96
Maintenance of Equipment	\$461,626.00	\$18,610.29	\$18,610.29	5%	\$261,355.59
Services and Utilities	\$6,142,980.00	\$580,756.28	\$580,756.28	28%	\$5,574,955.32
Insurance/Sundry/Elections	\$979,600.00	\$454,055.90	\$454,055.90	47%	\$968,974.39
Programs/Projects	\$121,100.00	\$2,251.94	\$2,251.94	2%	\$84,029.81
Capital Equipment	\$170,759.00	\$0.00	\$0.00	28%	\$100,303.46
Transfer to ISF (New Purchases)	\$245,026.00	\$61,256.50	\$61,256.50	25%	\$104,037.56
Transfers	\$500,000.00	\$0.00	\$0.00	0%	\$265,000.00
Transfer to ISF (Replacement)	\$1,008,991.00	\$252,247.75	\$252,247.75	25%	\$678,087.00
Transfers to Operating Funds	\$166,489.00	\$41,622.25	\$41,622.25	25%	\$174,365.00
Reserves Totals	\$25,880.00	\$0.00	\$0.00	0%	\$0.00
Expense Totals	\$37,966,728.00	\$4,252,320.59	\$4,252,320.59	13%	\$31,981,923.24

EXPENDITURES-

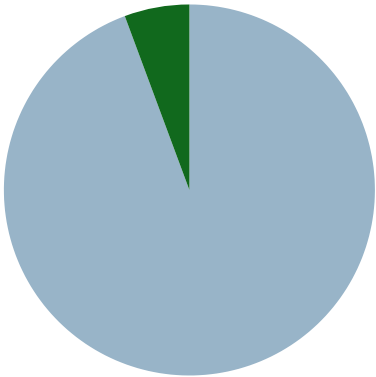
\$4,252,320.59



13% of Budget

DEBT SERVICE FUND

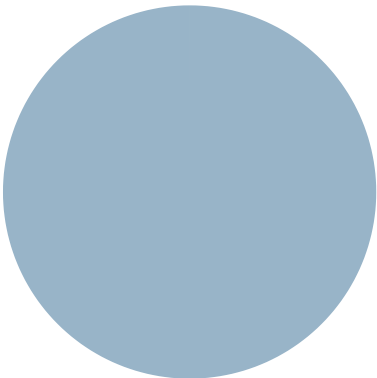
REVENUE- \$154,811.42



6% of Budget

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Property Taxes	\$1,798,468.00	\$7,220.67	\$7,220.67	0%	\$2,034,710.73
Interest Earnings	\$10,000.00	\$0.00	\$0.00	0%	\$21,431.38
Transfers from Other Funds	\$590,363.00	\$147,590.75	\$147,590.75	25%	\$590,363.00
Revenue Total	\$2,398,831.00	\$154,811.42	\$154,811.42	6%	\$2,646,505.11

EXPENDITURES- \$0.00

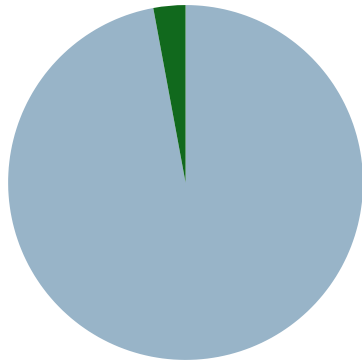


0% of Budget

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
GO/Revenue Bond Debt Service	\$2,363,832.00	\$0.00	\$0.00	0%	\$0.00
ExpenseTotal	\$2,363,832.00	\$0.00	\$0.00	0%	\$0.00

UTILITY FUND

REVENUE-
\$1,509,857.13

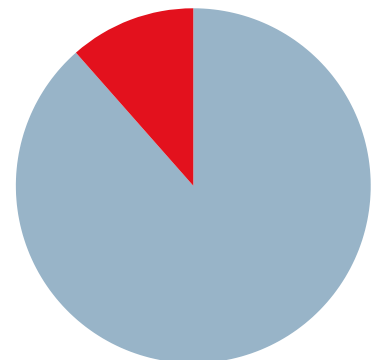


3% of Budget

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Water Sales	\$29,626,637.00	\$899,657.60	\$899,657.60	3%	\$27,327,583.52
Wastewater Service	\$14,844,075.00	\$554,693.62	\$554,693.62	4%	\$13,336,713.06
Water/Wastewater Taps	\$280,000.00	\$9,000.00	\$9,000.00	3%	\$219,339.67
Late Payment Penalties	\$175,000.00	-\$186.27	-\$186.27	0%	\$180,957.33
Permits and Licenses	\$0.00	\$0.00	\$0.00		\$300.00
Fees/Charges/Sales	\$352,000.00	\$27,129.87	\$27,129.87	8%	\$441,473.63
Interest Earnings	\$310,750.00	\$0.00	\$0.00	0%	\$156,998.60
Reimbursements	\$10,000.00	\$0.00	\$0.00	0%	\$10,144.02
Contributions	\$0.00	\$0.00	\$0.00		\$734,800.00
Other	\$50,000.00	\$1,224.31	\$1,224.31	2%	\$488,306.71
Charges to Other Funds	\$73,352.00	\$18,338.00	\$18,338.00	25%	\$63,222.00
Revenue Totals	\$45,721,814.00	\$1,509,857.13	\$1,509,857.13	3%	\$42,959,838.54

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$4,508,071.00	\$468,421.08	\$468,421.08	10%	\$3,912,613.11
Salary/Other Pay/Benefits- Adj 4		\$0.00	\$0.00	0%	\$0.00
Step/COLA/Other PR Benefits	\$7,996.00				
Supplies Totals	\$1,004,418.00	\$40,104.06	\$40,104.06	4%	\$1,009,587.94
Maintenance Structures/Improvements	\$1,683,700.00	\$34,537.64	\$34,537.64	5%	\$1,469,342.40
Maintenance of Equipment	\$356,021.00	\$15,472.29	\$15,472.29	4%	\$336,721.66
Services and Utilities	\$4,835,910.00	\$71,809.27	\$71,809.27	2%	\$2,160,777.85
Insurance/Sundry/Elections	\$344,950.00	\$296,237.50	\$296,237.50	86%	\$282,503.00
Improvement	\$0.00	\$0.00	\$0.00		\$734,800.00
Capital Equipment	\$0.00	\$0.00	\$0.00		\$234.60
TRA Water Plant	\$9,531,605.00	\$1,049,563.00	\$1,049,563.00	11%	\$8,217,233.81
Utility Fund Debt Payments	\$7,342,869.00	\$0.00	\$0.00	0%	\$867,251.00
Depreciation	\$0.00	\$0.00	\$0.00		\$195,827.00
Transfer to ISF (New Purchases)	\$585,000.00	\$146,250.00	\$146,250.00	25%	\$91,944.00
Transfers	\$6,252,446.00	\$1,563,111.50	\$1,563,111.50	25%	\$40,605,327.90
Charges to Other Funds	\$7,868,565.00	\$1,967,141.25	\$1,967,141.25	25%	\$7,637,875.00
Transfer to ISF (Replacement)	\$586,182.00	\$146,545.50	\$146,545.50	25%	\$768,653.00
Reserves	\$100,000.00	\$0.00	\$0.00	0%	\$0.00
Expense Totals	\$45,007,733.00	\$5,799,193.09	\$5,799,193.09	13%	\$68,290,692.27

EXPENDITURES-
\$5,799,193.09

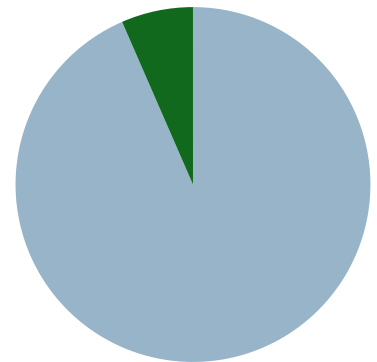


13% of Budget

SOLID WASTE FUND

REVENUE- \$572,060.32

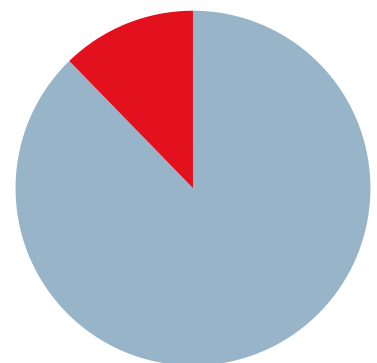
	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Collection Charges	\$6,798,000.00	\$493,594.38	\$493,594.38	7%	\$6,181,618.96
		\$72,875.40	\$72,875.40	5%	\$1,833,671.54
Solid Waste Disposal	\$1,584,890.00				
Late Payment Penalties	\$65,000.00	-\$19.37	-\$19.37	0%	\$72,511.18
Fees/Charges/Sales	\$9,200.00	\$1,002.73	\$1,002.73	11%	\$12,990.93
Interest Earnings	\$185,000.00	\$0.00	\$0.00	0%	\$205,894.96
Reimbursements	\$0.00	\$0.00	\$0.00		\$14,136.09
Other	\$40,000.00	\$4,607.18	\$4,607.18	12%	\$32,636.07
Revenue Totals	\$8,682,090.00	\$572,060.32	\$572,060.32	7%	\$8,353,459.73



7% of Budget

EXPENDITURES- \$1,134,159.08

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$1,536,112.00	\$160,802.19	\$160,802.19	10%	\$1,364,596.73
Salary/Other Pay/Benefits- Adj 4		\$0.00	\$0.00	0%	\$0.00
Step/COLA/Other PR Benefits	\$3,536.00				
Supplies Totals	\$378,031.00	\$67,045.81	\$67,045.81	25%	\$327,723.41
Maintenance Structures/Improvements	\$15,000.00	\$100.32	\$100.32	1%	\$11,011.21
Maintenance of Equipment	\$387,776.00	\$12,002.10	\$12,002.10	11%	\$305,091.41
Services and Utilities	\$3,321,514.00	\$107,351.41	\$107,351.41	3%	\$2,905,074.57
Insurance/Sundry/Elections	\$221,550.00	\$148,887.50	\$148,887.50	67%	\$175,813.00
Programs/Projects	\$500.00	\$0.00	\$0.00	0%	\$331.26
Improvement	\$1,500.00	\$0.00	\$0.00	0%	\$1,337.11
Other Debt	\$207,800.00	\$0.00	\$0.00	0%	\$0.00
Transfer to ISF (New Purchases)	\$230,000.00	\$57,500.00	\$57,500.00	25%	\$765,776.00
Transfers	\$15,110.00	\$3,777.50	\$3,777.50	25%	\$12,445.00
Charges to Other Funds	\$1,448,090.00	\$362,022.50	\$362,022.50	25%	\$1,359,423.00
Transfer to ISF (Replacement)	\$858,679.00	\$214,669.75	\$214,669.75	25%	\$1,010,183.00
Expense Totals	\$8,625,198.00	\$1,134,159.08	\$1,134,159.08	14%	\$8,238,805.70

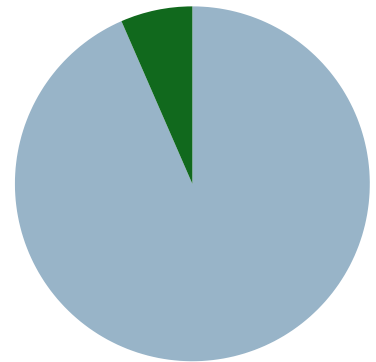


14% of Budget

STORMWATER FUND

REVENUE- \$111,003.42

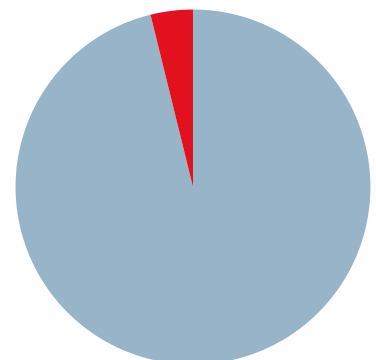
	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Late Payment Penalties	\$500.00	-\$7.82	-\$7.82	-2%	\$4,272.23
		\$0.00	\$0.00	0%	\$0.00
Interest Earnings	\$5,000.00				
Stormwater Drainage Fee	\$1,500,000.00	\$111,011.24	\$111,011.24	7%	\$1,223,229.17
Revenue Totals	\$1,500,000.00	\$111,003.42	\$111,003.42	7%	\$1,227,501.40



7% of Budget

EXPENDITURES- \$66,142.40

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$251,384.00	\$19,570.07	\$19,570.07	8%	\$116,759.95
Salary/Other Pay/Benefits- Adj 4		\$0.00	\$0.00	0%	\$0.00
Step/COLA/Other PR Benefits	\$500.00				
Supplies	\$7,895.00	\$548.76	\$548.76	7%	\$4,382.05
Maintenance Structures/Improvements	\$115,000.00	\$179.76	\$179.76	0%	\$99,944.68
Maintenance of Equipment	\$6,000.00	\$2,938.56	\$2,938.56	49%	\$1,033.15
Services and Utilities	\$2,610.00	\$0.00	\$0.00	0%	\$500.00
GO/Revenue Bond Debt	\$950,490.00	\$0.00	\$0.00	0%	\$0.00
Transfer to ISF (New Purchases)	\$171,283.00	\$42,820.75	\$42,820.75	25%	\$0.00
Transfer to Operating Funds	\$338.00	\$84.50	\$84.50	25%	\$0.00
Expense Totals	\$1,505,500.00	\$66,142.40	\$66,142.40	4%	\$222,619.83

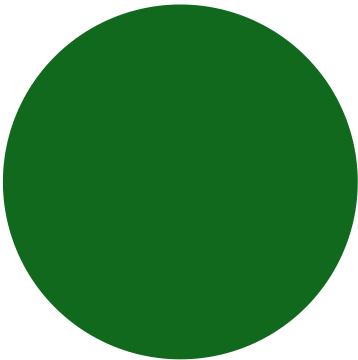


4% of Budget

AIRPORT FUND

REVENUE- \$215,570.24

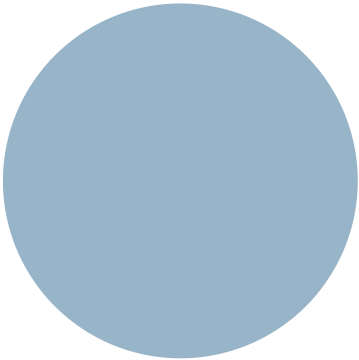
	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Fees/Charges/Sales	\$57,917.00	\$432.24	\$432.24	1%	\$34,346.76
Interest Earnings	\$500.00	\$0.00	\$0.00	0%	\$658.13
Reimbursement	\$90,000.00	\$0.00	\$0.00	0%	\$58,944.81
Contributions	\$0.00	\$215,138.00	\$215,138.00		\$21,514.00
Other	\$0.00	\$0.00	\$0.00		\$820.00
Revenue Totals	\$148,417.00	\$215,570.24	\$215,570.24	145%	\$116,283.70



145% of Budget

EXPENDITURES- \$0.00

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Supplies	\$1,700.00	\$0.00	\$0.00	0%	\$362.34
Maintenance Structures/Improvements	\$123,000.00	\$0.00	\$0.00	0%	\$31,458.38
Services and Utilities	\$29,484.00	\$0.00	\$0.00	0%	\$9,253.69
Expense Totals	\$154,184.00	\$0.00	\$0.00	0%	\$41,074.41

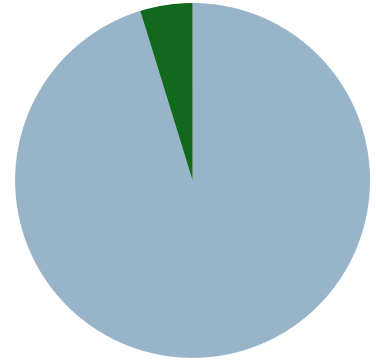


0% of Budget

SCHOOL RESOURCE OFFICER SRF

REVENUE- \$41,622.25

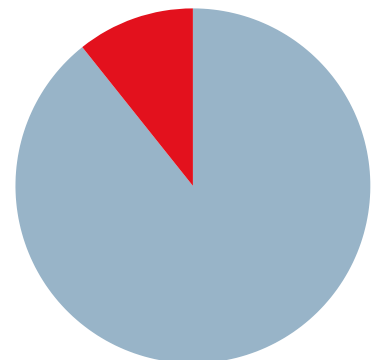
	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Inter Governmental	\$655,955.00	\$0.00	\$0.00	0%	\$653,135.04
Interest Earnings	\$10,000.00	\$0.00	\$0.00	0%	\$11,693.12
430- Other Totals	\$44,326.00	\$0.00	\$0.00	0%	\$44,325.96
432- Oher Totals	\$0.00	\$0.00	\$0.00		\$2,973.00
Transfer from Other Funds	\$166,489.00	\$41,622.25	\$41,622.25	25%	\$174,365.00
Revenue Totals	\$876,770.00	\$41,622.25	\$41,622.25	5%	\$886,492.12



5% of Budget

EXPENDITURES- \$97,489.14

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$773,641.00	\$85,545.96	\$85,545.96	11%	\$737,766.52
Salary/Other Pay/Benefits- Adj 4					
Step/COLA/Othe r PR Benefits	\$1,713.00	\$0.00	\$0.00	0%	\$0.00
Supplies	\$30,450.00	\$787.24	\$787.24	3%	\$24,008.57
Maintenance of Equipment	\$11,200.00	\$0.00	\$0.00	0%	\$5,550.15
Services and Utilities	\$15,440.00	\$74.44	\$74.44	37%	\$9,218.54
Transfer to ISF (Replacement)	\$44,326.00	\$11,081.50	\$11,081.50	25%	\$44,326.00
Expense Totals	\$876,770.00	\$97,489.14	\$97,489.14	12%	\$820,869.78

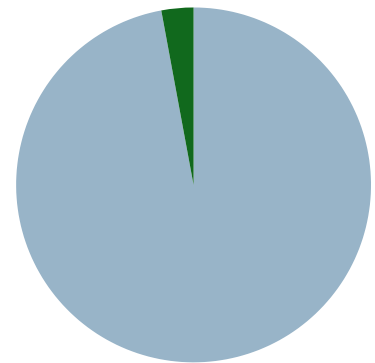


12% of Budget

ARTS & VISITOR CENTER SRF

REVENUE- \$7,420.87

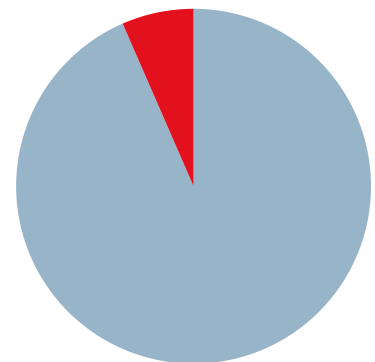
	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Hotel/Motel Tax	\$210,000.00	\$6,930.70	\$6,930.70	3%	\$136,653.31
Fees/Charges/Sales	\$7,000.00	\$490.17	\$490.17	7%	-\$6,808.64
Interest Earnings	\$3,200.00	\$0.00	\$0.00	0%	\$5,320.26
Reimbursements	\$1,500.00	\$0.00	\$0.00	0%	\$0.00
Contributions	\$1,640.00	\$0.00	\$0.00	0%	\$11,206.01
Other	\$0.00	\$0.00	\$0.00		\$500.00
Revenue Totals	\$223,340.00	\$7,420.87	\$7,420.87	3%	\$146,870.94



3% of Budget

EXPENDITURES-\$17,983.34

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$112,296.00	\$12,503.62	\$12,503.62	11%	\$103,156.71
Salary/Other Pay/Benefits- Adj 4					
Step/COLA/Other PR Benefits	\$500.00	\$0.00	\$0.00	0%	\$0.00
Supplies	\$4,500.00	\$0.00	\$0.00	0%	\$4,757.04
Maintenance of Structures/Improvements	\$25,000.00	\$0.00	\$0.00	0%	\$11,931.00
Maintenance of Equipment	\$500.00	\$0.00	\$0.00	0%	\$0.00
Services and Utilities	\$54,373.00	\$2,481.22	\$2,481.22	5%	\$23,183.39
Insurance/Sundry/Elections	\$14,450.00	\$1,237.50	\$1,237.50	9%	\$13,346.04
Programs/Projects	\$18,000.00	\$0.00	\$0.00	0%	\$14,931.80
Misc Projects	\$20,000.00	\$1,761.00	\$1,761.00	9%	\$23,024.79
Expense Totals	\$249,619.00	\$17,983.34	\$17,983.34	7%	\$194,330.77

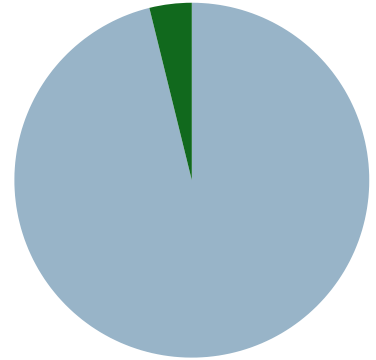


7% of Budget

HOTEL MOTEL

REVENUE- \$49,018.75

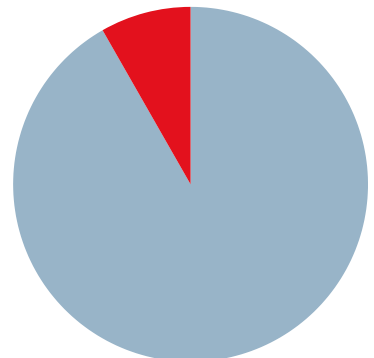
	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Hotel/Motel Tax	\$1,000,000.00	\$41,583.98	\$41,583.98	4%	\$819,916.80
Fees/Charges/Sa les	\$100,000.00	\$5,506.79	\$5,506.79	6%	\$98,353.54
Interest Earnings	\$60,000.00	\$0.00	\$0.00	0%	\$46,475.89
Contributions	\$500.00	\$67.98	\$67.98	14%	\$782.33
Other	\$0.00	\$1,860.00	\$1,860.00		\$6.05
Revenue Totals	\$1,160,500.00	\$49,018.75	\$49,018.75	4%	\$965,534.61



4% of Budget

EXPENDITURES- \$84,418.41

	2025-2026 Adopted Budget	2025-2026 October Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
Salary/Other Pay/Benefits	\$408,896.00	\$42,128.09	\$42,128.09	10%	\$373,147.81
Salary/Other Pay/Benefits- Adj 4					
Step/COLA/Othe r PR Benefits	\$500.00	\$0.00	\$0.00	0%	\$0.00
Supplies	\$91,900.00	\$565.53	\$565.53	1%	\$88,321.10
Maintenance of Structures/Impr ovements	\$30,000.00	\$32.29	\$32.29	0%	\$9,616.95
Maintenance of Equipment	\$500.00	\$0.00	\$0.00	0%	\$212.85
Services and Utilities	\$187,290.00	\$204.25	\$204.25	7%	\$215,522.29
Insurance/Sundr y/Elections	\$232,950.00	\$19,237.50	\$19,237.50	8%	\$163,905.08
Capital Equipment	\$25,000.00	\$0.00	\$0.00	0%	\$9,349.50
Charges to Other Funds	\$69,079.00	\$17,269.75	\$17,269.75	25%	\$83,128.00
Transfer to ISF (Replacement)	\$19,755.00	\$4,938.75	\$4,938.75	25%	\$17,943.00
Transfers to Operating Fund	\$169.00	\$42.25	\$42.25	25%	\$0.00
Expense Totals	\$1,066,039.00	\$84,418.41	\$84,418.41	9%	\$961,146.58



9% of Budget



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.a.

Agenda Item: First Reading - Consider adoption of Ordinance No. 2025-37 amending the Zoning District Map to change the zoning designation from Medium Density Residential (MR) to Mixed Use (MU) for the property located at 3709 Montgomery Road, Walker County (Property ID 15777).

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, City Planner/Airport Manager

Recommended Motion: Move to waive the two reading requirement and approve Ordinance No. 2025-37 amending the Zoning District Map to change the zoning designation from Medium Density Residential (MR) to Mixed Use (MU) for the property located at 3709 Montgomery Road, Walker County (Property ID 15777).

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

Discussion: Staff received an application from the property owner for a Zoning Map Amendment for a 2.226-acre tract of land located at 3709 Montgomery Rd, Walker County Property ID #15777, to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU). Adjacent adjoining properties are designated as MR and MU. The surrounding properties are both developed and undeveloped. Within the vicinity of this subject property, there are multiple properties identified as Public/Institutional (PI), Mixed Use (MU) and Medium Density Residential (MR). The proposed usage of this property is for a gymnastics academy with full development of the property.

This item was presented and received a unanimous recommendation from the Planning Commission on November 6, 2025

Previous Council Action: None

Financial Implications: None

Approvals:

Kevin Byal

Ricardo Villagrand

Kristy Doll

Associated Information:

1. 3709 Montgomery Road Packet P & Z Meeting Packet 11-6-2025



PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

Prepared by: Layne Yeager, City Planner

MEETING DATE: October 16, 2025

SUBJECT: Development District Map Amendment

TYPE OF REVIEW: Development District Reclassification

APPLICANT: Carla A Gill & The Birdie Bell Handy Estate

LOCATION: Walker County Parcel ID # 18981

FACTS, CODE REQUIREMENTS AND CONDITIONS

Staff received an application from the property owner for a Zoning District Map Amendment for a called 2.226-acre tract of land located at 3709 Montgomery Rd, Walker County Property ID #15777 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

Adjacent adjoining properties are designated as MR and MU. The surrounding properties are developed, or undeveloped. Within the vicinity of this subject property, there are multiple properties identified as Public/Institutional (PI), Mixed Use (MU) and Medium Density Residential (MR). The proposed usage of this property is for a gymnastics academy with full development of the property.

STAFF RECOMMENDATION:

*As the submitted Zoning District Map Amendment meets the requirements of the Development Code for Allowed Uses, staff recommends **approval** of the Development District Map Amendment. Final action will be decided by City Council.*

ATTACHMENTS:

Vicinity map
Zoning map
Application



Development District Map Amendment Application

City of Huntsville | 448 State Highway 75 North | Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name The Birdie Bell Handy Estate
14715 Kendallbrook Drive Houston TX 77095
Mailing Address City State Zip Code
Phone Number 832-971-0794 Alternate Phone Number _____
E-mail: carlagillo007@gmail.com
I hereby submit this request for the below amendment to the Official Development District Map of the City of Huntsville.
Carla R. Gill 8/17/25
Signature Date

Property Owner Information [If more than one property owner, check ☐ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for redistricting; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name Carla A. Gill
14715 Kendallbrook Drive Houston TX 77095
Mailing Address City State Zip Code
Phone Number 832-971-0794 Alternate Phone Number _____
Carla R. Gill 8/17/25
Signature Date

Proposed Location for Development Redistricting

Address or general location of the proposed Development Redistricting. (Staff will assist with providing maps.)

3209 Montgomery Rd #15777 MR to MU

Zoning District

☐ Medium Density Residential ☐ High Density Residential ☐ Simple Living Residential
Zoning District ☒ Mixed Use ☐ Industrial ☐ Public and Institutional
☐ Downtown ☐ Planned Development

Proposed Use and Additional Information

Please provide any additional information pertinent to the City's decision for this rezoning request. You may attach additional sheets as necessary.

Fees

\$350.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

Received By and Date:	Fee Paid:	Planning Commission Date:	City Council Date:	Outcome:
-----------------------	-----------	---------------------------	--------------------	----------



Development District Map Amendment Application

City of Huntsville | 448 State Highway 75 North | Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name _____

Mailing Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Alternate Phone Number _____

E-mail: _____

I hereby submit this request for the below amendment to the Official Development District Map of the City of Huntsville.

Signature _____

Date _____

Property Owner Information [If more than one property owner, check ☒ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for redistricting; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name _____

Bobby Glenn Handy

290 FM 2929

Mailing Address

Huntsville

City

Tx 77340

State

Zip Code

Phone Number _____

936 291-1696

Alternate Phone Number _____

Bobby Glenn Handy

Signature

8/29/25

Date

Proposed Location for Development Redistricting

Address or general location of the proposed Development Redistricting. (Staff will assist with providing maps.)

Zoning District

☐ Medium Density Residential

☐ High Density Residential

☐ Simple Living Residential

Zoning District ☐ Mixed Use

☐ Industrial

☐ Public and Institutional

☐ Downtown

☐ Planned Development

Proposed Use and Additional Information

Please provide any additional information pertinent to the City's decision for this rezoning request. You may attach additional sheets as necessary.

Fees

\$350.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

Received By and Date:

Fee Paid:

Planning Commission Date:

City Council Date:

Outcome:



Development District Map Amendment Application

City of Huntsville | 448 State Highway 75 North | Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name _____

Mailing Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Alternate Phone Number _____

E-mail: _____

I hereby submit this request for the below amendment to the Official Development District Map of the City of Huntsville.

Signature _____

Date _____

Property Owner Information [If more than one property owner, check ☒ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for redistricting; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name JAMES R. HANDY

2304 S. LAKE LINE BLVD. #424 CEDAR PARK TX. 78613

Mailing Address _____

City _____

State _____

Zip Code _____

Phone Number (281) 610-3773

Alternate Phone Number _____

James R. Handy

Signature _____

8-17-25

Date _____

James Handy
2304 S. Lakeline Blvd., Unit 424
Cedar Park, TX 78613

Proposed Location for Development Redistricting

Address or general location of the proposed Development Redistricting. (Staff will assist with providing maps.)

Zoning District

☐ Medium Density Residential

☐ High Density Residential

☐ Simple Living Residential

Zoning District ☐ Mixed Use

☐ Industrial

☐ Public and Institutional

☐ Downtown

☐ Planned Development

Proposed Use and Additional Information

Please provide any additional information pertinent to the City's decision for this rezoning request. You may attach additional sheets as necessary.

Fees

\$350.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

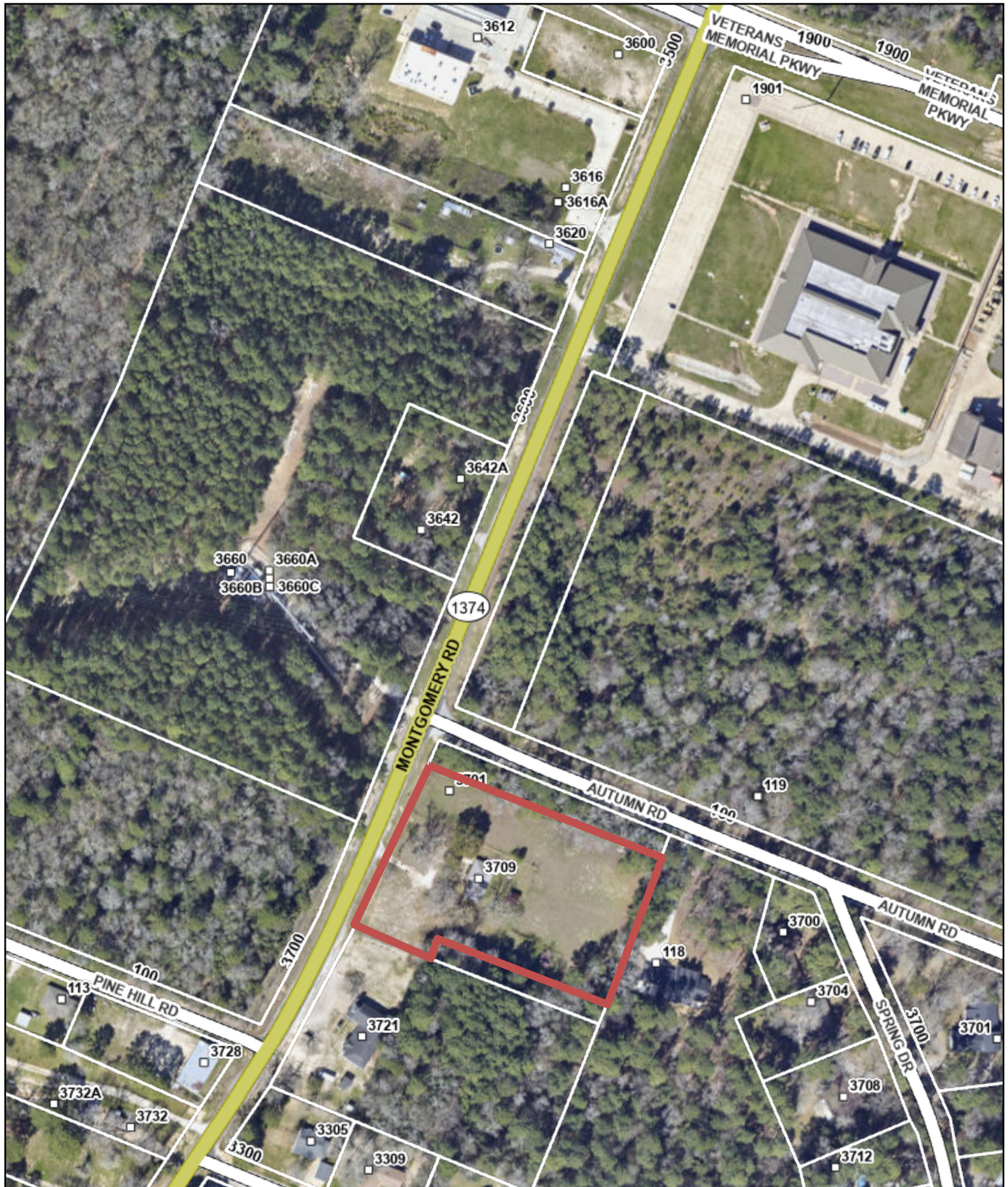
Received By and Date:

Fee Paid:

Planning Commission Date:

City Council Date:

Outcome:



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

1:2,400

On 8.5 x 11 inch Print

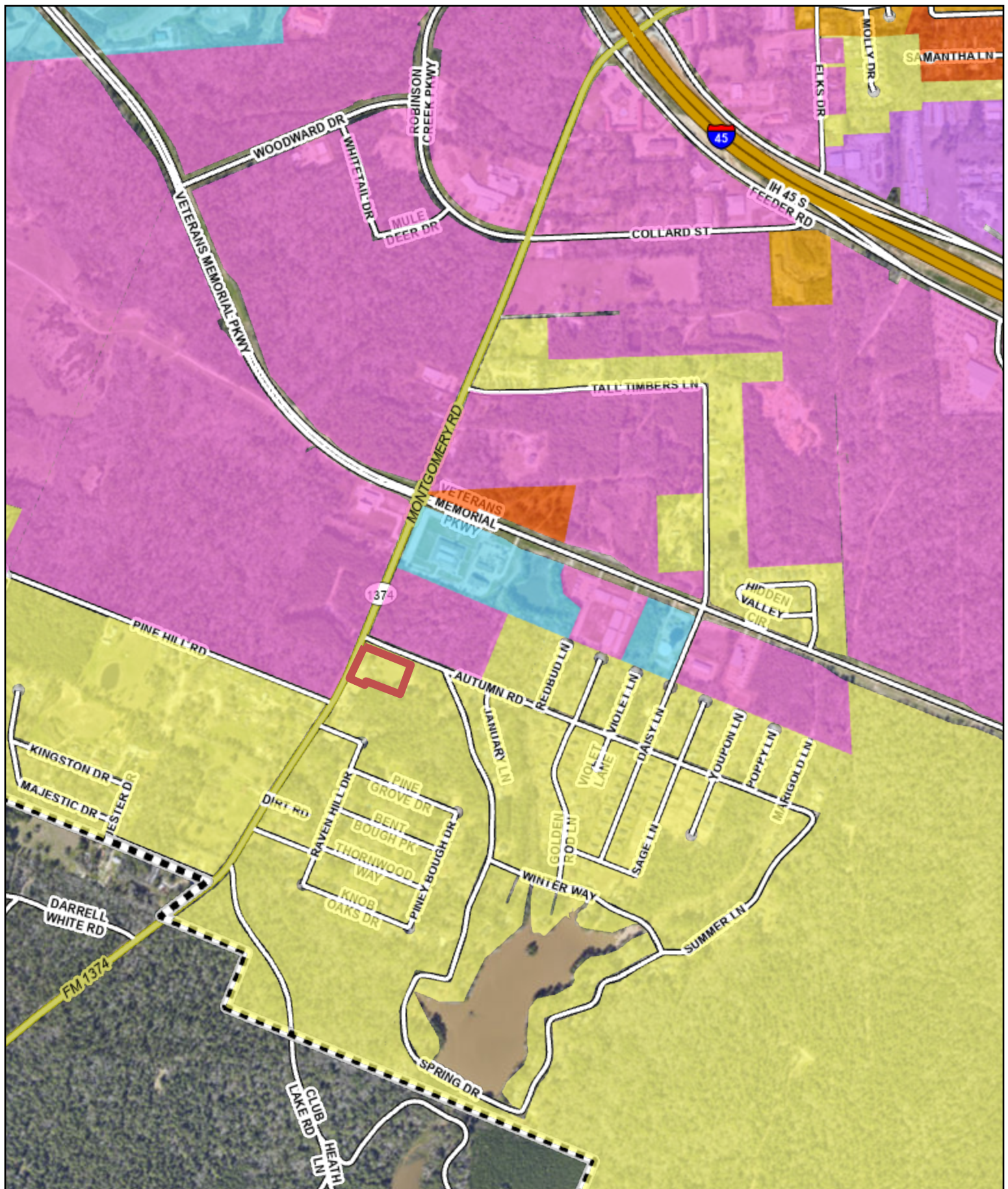
0 0.02 0.04 0.07 mi

On Any Print Size

CREATED DATE: 9/19/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
3709 MONTGOMERY RD





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

1:12,000

On 8.5 x 11 inch Print



0 0.1 0.2 0.4 mi

On Any Print Size

CREATED DATE: 9/19/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
3709 MONTGOMERY RD ZONING



ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS, TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR 3709 MONTGOMERY ROAD, BEING 2.226 ACRE OUT OF TRACT 5 OF THE BEACHAMP J (A-92) SUBDIVISION, FROM MEDIUM DENSITY RESIDENTIAL TO MIXED USE

WHEREAS the City Council of the City of Huntsville, Texas, has adopted an Official Zoning District Map and attendant regulations for the City, which, in accordance with the Comprehensive Plan, was designed to control the density of population to the end that congestion may be lessened in public streets and that the public health, safety, convenience, and general welfare is promoted in accordance with Chapter 211, Municipal Zoning Authority of the Texas Local Government Code; and

WHEREAS the Development Code of the City of Huntsville provides for the amendment of the Official Zoning Map; and

WHEREAS after public notice, the Planning Commission held a public hearing on November 6, 2025, to consider comments of the public regarding the adoption of the amendment to the Zoning District Map to change the development district classification for 3709 Montgomery Road, being 2.226 acre out of Tract 5 of the Beachamp J (A-92) subdivision, from Medium Density Residential to Mixed Use; and

WHEREAS the Planning Commission has studied and evaluated the request and the report prepared by City staff; and

WHEREAS the Planning Commission has considered the comments of the public presented at the public hearing and has prepared a report for this Council of its conclusions and recommendations; and

WHEREAS after public notice, the City Council held a public hearing and first reading on December 2, 2025, to consider comments from the public regarding the adoption of an amendment to the Official Zoning District Map; and

WHEREAS the City Council has studied and evaluated the request, the report prepared by City staff and the recommendation by the Planning Commission; and

WHEREAS the City Council approves the updating of the map to reflect the amended area.

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

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

SECTION 2: The Official Zoning District Map of the City of Huntsville, as provided in Section 2.200 of the City's Development Code, is amended, and City staff is directed to make such change.

SECTION 3: The newly amended Official Zoning District Map is adopted and shall supersede the prior Official Zoning District Map.

SECTION 4: The City Secretary is hereby directed to cause the caption of this ordinance to be published at least twice within ten days of final passage. This ordinance shall take effect ten (10) days after the date of final passage.

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Krisy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.b.

Agenda Item: First Reading - Consider Ordinance No. 2025-39 approving the Petition for Consent to the Creation of Huntsville Municipal Utility District No. 3 submitted by Gibbs Brothers & Company L.P. and Robinson Gibbs I, LLC.

Initiating Department/Presenter: City Attorney

Presenter:

Leonard Schneider, City Attorney

Recommended Motion: Move to adopt Ordinance No. 2025-39 consenting to the Creation of a Municipal Utility District to be known as Huntsville Municipal Utility District No. 3.

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

Discussion: The City entered into a development agreement between it and Gibbs Brothers & Company LP and Robinson Gibbs I, LLC (“Developers”), effective April 15, 2025, for the development of approximately 1,104 plus/minus acres located partially in the City and its ETJ. As part of the Development Agreement, the Developers intended to create a Huntsville Municipal Utility District No. 3 (“MUD 3”) to serve the entire tract.

In Section 4.01 of the Agreement, the City agreed to consent to and adopt an Ordinance consenting to the Creation of Mud 3 upon written notice from the Developers. The Developers have submitted the written request and submitted a Petition for Consent to Create MUD 3.

Staff recommends the adoption of this Ordinance.

Previous Council Action: Council Previously Approved the Agreement development agreement between it and Gibbs Brothers & Company LP and Robinson Gibbs I, LLC

Financial Implications:

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. HUN003_Petition for Consent to Creation (1)

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
HUNTSVILLE, TEXAS:

GIBBS BROTHERS & COMPANY L.P., a Texas limited partnership, and ROBINSON-GIBBS I, LLC, a Texas limited liability company (collectively, the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Huntsville, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

ARTICLE I

The name of the proposed District shall be HUNTSVILLE MUNICIPAL UTILITY DISTRICT NO. 3 (the "District").

ARTICLE II

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

ARTICLE III

The District shall contain an area of 678.294 acres of land, more or less, situated in Walker County, Texas. All of the land proposed to be included within the District is within the corporate limits of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

ARTICLE IV

Petitioners hold fee simple title to the Land. Petitioners hereby represent that they collectively own a majority in value of the Land, which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Walker County Appraisal District.

ARTICLE V.

Petitioners represent that there are no lienholders on the Land and that there are no residents on the Land.

ARTICLE VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

ARTICLE VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Walker County, Texas. There is not now available within the area, which will be developed for single family residential, multifamily, and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, and roads. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, and roads. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, and roads to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

ARTICLE VIII.

The Petitioners, by submission of this petition, request the City's consent to the creation of the District containing the Land under the same conditions as set forth in Exhibit B, which is attached hereto and incorporated herein for all purposes.

ARTICLE IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioners, from such information as they have at this time, that such cost will be approximately \$94,903,000.

ARTICLE X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioners, from such information as they have at this time, that such cost will be approximately \$40,222,000.

ARTICLE XI.

The total cost of the proposed District's projects is estimated by the Petitioners to be approximately \$135,125,000.

WHEREFORE, the Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 15th day of September, 2025.

GIBBS BROTHERS & COMPANY, L.P.
a Texas limited partnership

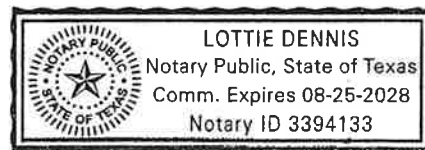
By: Gibbs Brothers Management Company, L.L.C.
a Texas limited liability company
its general partner

By: *Ferne S. Frosch*
Name: Ferne S. Frosch
Title: Vice-President

THE STATE OF TEXAS §
 §
COUNTY OF Walker §

This instrument was acknowledged before me on the 15th day of September, 2025, by Ferne S. Frosch, Vice-President of Gibbs Brothers Management Company, L.L.C., a Texas limited liability company, general partner of Gibbs Brothers & Company, L.P., a Texas limited partnership, on behalf of said limited partnership.

Lottie Dennis
Notary Public, State of Texas
(NOTARY SEAL)



Execution Page

ROBINSON-GIBBS I, LLC

a Texas limited liability company

By:

Name:

Title:

Walter M. Woodward
Walter M. Woodward
Vice-President

THE STATE OF TEXAS

§

§

COUNTY OF Walker

§

This instrument was acknowledged before me on the 15th day of September, 2025, by Walter M. Woodward Vice-President of Robinson-Gibbs I, LLC, a Texas limited liability company, on behalf of said limited liability company.

Lottie Dennis

Notary Public, State of Texas
(NOTARY SEAL)

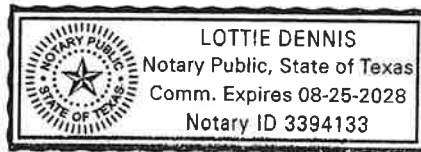


Exhibit A

The Land

[See attached.]



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

TRACT 1
FIELD NOTE DESCRIPTION
110.340 ACRES
IN THE LEWIS COX LEAGUE, ABSTRACT NUMBER 13
AND THE PLEASANT GRAY LEAGUE, ABSTRACT NUMBER 24
WALKER COUNTY, TEXAS

BEING a 110.340 acre tract of land situated in the Lewis Cox League, Abstract Number 13, and in the Pleasant Gray League, Abstract Number 24, Walker County, Texas, being comprised of that same called 107.00 acre tract described as "Tract 2" in instrument to Gibbs Brothers I Company, L.P., recorded under Instrument Number 97334, of the Official Records of Walker County, Texas (O.R.W.C.T.), and all of Unrestricted Reserve "C" in Block 3, as shown on the map or plat of West Hills Subdivision, Section, recorded in Volume 1, Page 185 of the Plat Records of Walker County, Texas (P.R.W.C.T.), said 110.340 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "KERR" found in the easterly line of that certain called 309.62 acre tract described in instrument to Spencer Family Partnership, recorded in Volume 725, Page 577, O.R.W.C.T., at the southeasterly terminus of Commerce Plaza (80 feet wide at this point, per plat of said West Hill Subdivision), in the common line between the City of Huntsville City Limits and the City of Huntsville ETJ (COH ETJ line), for the northwesterly corner of said 107.00 acre tract and the herein described 110.340 acre tract, , said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,255,052.40, E: 3,790,410.32**, Central Zone, grid measurements;

THENCE North 57°35'16" East, 412.34 feet, with the southerly right-of-way of said Commerce Plaza, the northerly line of said Restricted Reserve "C", to a ½ inch iron rod with cap stamped "KERR" found for the beginning of a curve of a cutback corner at the southwest corner of the intersection of Commerce Plaza and Veterans Memorial Parkway (80 feet wide at this point, per plat of said West Hills Subdivision);

THENCE with the westerly right-of-way of said Veterans Memorial Parkway, the easterly line of said Restricted Reserve "C", the following four (4) courses and distances:

1. Southeasterly, 31.29 feet along the arc of said curve to the right having a radius of 20.00 feet, a central angle of 89°38'15", and a chord that bears South 77°14'11" East, 28.19 feet, to a 5/8 inch iron rod with aluminum cap stamped "C.O.HUNTSVILLE" found for corner;
2. South 32°28'37" East, 141.76 feet, to a 5/8 inch iron rod with aluminum cap stamped "C.O.HUNTSVILLE" found for the beginning of a compound curve to the right;
3. Southerly, 266.71 feet along the arc of said curve having a radius of 510.00 feet, a central angle of 29°57'49", and a chord that bears South 17°25'23" East, 263.68 feet, to a ½ inch iron rod with cap stamped "KERR" found for the end of said curve;
4. South 02°34'02" East, 0.74 feet, to a 5/8 inch iron rod with aluminum cap stamped "C.O.HUNTSVILLE" found in the westerly right-of-way of Veterans Memorial Parkway (width varies at this point, Vol. 403, Pg. 867, O.R.W.C.T.), for the southeasterly corner of said Restricted Reserve "C", a southeasterly corner of the herein described 110.340 acre tract;

THENCE South 86°50'11" West, 10.67 feet, with the westerly right-of-way of said Veterans Memorial Parkway, the southerly line of said Restricted Reserve "C", to a 5/8 inch iron rod with cap stamped "RODS" found for the beginning of a non-tangent curve to the right, the northeasterly corner of said 107.00 acre tract, being an interior corner of the herein described 110.340 acre tract;

THENCE with the westerly right-of-way of said Veterans Memorial Parkway, the easterly line of said 107.00 acre tract, in part with the common line between said 107.00 acre tract and that certain called 0.774 acre tract described as "Parcel 16" in said instrument to The City of Huntsville, Texas, the following twenty-two (22) courses and distances:

1. Southerly, 13.43 feet, along the arc of said curve having a radius of 440.00 feet, a central angle of 01°44'55", and a chord that bears South 02°18'48" East, 13.43 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
2. South 02°14'39" East, 269.13 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
3. South 42°12'50" West, 47.69 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
4. South 02°27'37" East, 115.41 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
5. South 13°47'21" East, 157.73 feet, to a 5/8 inch iron rod found for corner;
6. South 02°16'26" East, 950.62 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
7. South 10°40'26" East, 356.72 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
8. South 77°06'15" West, 14.24 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
9. South 10°48'10" East, 19.72 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
10. North 78°03'17" East, 14.11 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
11. South 10°21'18" East, 253.62 feet, to a 6 inch fence post found for corner;
12. South 18°34'22" East, 335.03 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
13. South 67°22'06" West, 20.34 feet, to a 5/8 inch iron rod with cap found for corner;
14. South 18°59'32" East, 18.76 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
15. North 69°25'36" East, 20.25 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
16. South 18°15'01" East, 172.83 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
17. South 66°24'52" West, 21.24 feet, to a 5/8 inch iron rod with cap found for corner;
18. South 22°52'24" East, 133.07 feet, to a 5/8 inch iron rod with cap found for corner;
19. North 66°41'12" East, 22.11 feet, to a 6 inch fence post found for the common corner of said 107.00 acre tract and said Parcel 16;
20. South 23°24'02" East, 151.05 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
21. South 30°02'16" East, 427.37 feet, to a 5/8 inch iron rod with cap found for corner;
22. South 34°07'49" East, 40.29 feet, to a 5/8 inch iron rod with cap found for a common easterly corner of said 107.00 acre tract and The Aldersgate Trust Subdivision (Aldersgate Subdivision), as shown on the map or plat thereof, recorded in Volume 5, Page 97, P.R.W.C.T., being a southeasterly corner of the herein described 110.340 acre tract;

THENCE with the common lines between said 107.00 acre tract and said Aldersgate Subdivision, the following three (3) courses and distances:

1. South 55°47'55" West, 442.29 feet, to a 5/8 inch iron rod with cap found for corner;
2. South 34°15'18" East, 886.23 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
3. North 55°45'08" East, 442.52 feet, to a 5/8 inch iron rod with cap found in the westerly right-of-way of said Veterans Memorial Parkway, the westerly line of said Parcel 16, for another common easterly corner of said 107.00 acre tract and said Aldersgate Subdivision, being easterly northeast corner of the herein described 110.340 acre tract;

THENCE with the westerly right-of-way of said Veterans Memorial Parkway, the common line between said 107.00 acre tract and said Parcel 16, the following two (2) courses and distances:

1. South 34°20'41" East, 354.43 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
2. South 32°05'26" East, 328.45 feet, 5/8 inch iron rod with cap found for a common corner of said 107.00 acre tract, said Parcel 16, that certain called 0.250 acre tract described "Parcel 21" in instrument to City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., and Lot 1 of Raven Corner Subdivision, as shown on the map or plat thereof, recorded in Volume 7, Page 67, P.R.W.C.T., being the southeasterly corner of the herein described 110.340 acre tract;

THENCE South 42°54'43" West, 559.77 feet, with the common line between said 107.00 acre tract and said Lot 1, to a 1/2 inch iron rod with aluminum disk stamped "1572" found for the common corner of said 107.00 acre tract, said Lot 1, and that certain called 105.13 acre tract described in instrument to Sam Houston State University, recorded in Volume 50, Page 145, D.R.W.C.T., being an angle point in the southerly line of the herein described 110.340 acre tract;

THENCE South $42^{\circ}47'42''$ West, 1,039.72 feet, with the common line between said 107.00 acre tract and said 105.13 acre tract, to a 5/8 inch iron rod with cap found, bent, in said COH ETJ line, for the common corner of said 107.00 acre tract, said 105.13 acre tract, that certain called 6.569 acre tract described as "Tract 1" in instrument to Sam Houston State University, recorded under Instrument Number 2024-103240, O.R.W.C.T., and that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC, recorded under Instrument Number 51872, O.R.W.C.T., being the southerly corner of the herein described 110.340 acre tract;

THENCE North $48^{\circ}22'06''$ West, 717.04 feet, along said COH ETJ line, with the common line between said 107.00 acre tract and said 860.347 acre tract, to a 5/8 inch iron rod with cap found in the southeasterly line of that certain called 17.4 acre tract described in instrument to Gulf State Utilities Company, recorded in Volume 339, Page 521, D.R.W.C.T., for the common westerly corner of said 107.00 acre tract and said 860.347 acre tract, being the southerly southwest corner of the herein described 110.340 acre tract;

THENCE continuing along said COH ETJ line, with the westerly lines of said 17.4 acre tract and said 309.62 acre tract, common to the westerly lines of said 107.00 acre tract and said Restricted Reserve "C", the following five (5) courses and distances:

1. North $22^{\circ}44'31''$ East, 662.75 feet, to a 1/2 inch iron rod found for corner;
2. South $86^{\circ}53'52''$ West, 509.75 feet, to a 5/8 inch iron rod found for corner;
3. North $02^{\circ}28'10''$ West, 1,989.23 feet, to a 1/2 inch iron rod found for the common corner of said 107.00 acre tract, said 17.4 acre tract, and said 309.62 acre tract, being an angle point in the westerly line of the herein described 110.340 acre tract;
4. North $02^{\circ}24'14''$ West, 2,719.72 feet, to a 1/2 inch iron rod found for the common corner of said 107.00 acre tract, said Restricted Reserve "C" and said 309.62 acre tract, being an angle point in the westerly line of the herein described 110.340 acre tract;
5. North $02^{\circ}27'23''$ West, 189.25 feet, to the **POINT OF BEGINNING** and containing a computed area of 110.340 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 11, 2025, by Texas Professional Surveying, LLC., referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date




Thomas A. McIntyre
R.P.L.S. No. 6921



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

TRACT 2
FIELD NOTE DESCRIPTION
132.840 ACRES
IN THE LEWIS COX LEAGUE, ABSTRACT NUMBER 13
AND THE PLEASANT GRAY LEAGUE, ABSTRACT NUMBER 24
WALKER COUNTY, TEXAS

BEING a 132.840 acre tract of land situated in the Lewis Cox League, Abstract Number 13, and in the Pleasant Gray League, Abstract Number 24, Walker County, Texas, being comprised of a portion of that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC., recorded under Instrument Number 51872, of the Official Records of Walker County, Texas (O.R.W.C.T.), and all of that same called 34.02 acre tract described as "Tract 1", in instrument to Gibbs Brothers & Company, LLC, recorded under Instrument Number 2024-97334, O.R.W.C.T., said 132.840 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found at the intersection of the southwesterly right-of-way of Interstate Highway 45 (IH 45, variable width right-of-way) with the southerly right-of-way of Smither Drive (variable width right-of-way), for the common easterly corner of said 860.347 acre tract and that certain called 0.317 acre tract described as "Parcel 31", in instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being the northerly northeast corner of the herein described 132.840 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,252,162.80, E: 3,795,695.33**, Central Zone, grid measurements;

THENCE South 32°28'49" East, with the southwesterly right-of-way of said IH 45, a northeasterly line of said 860.347 acre tract, at a distance of 252.42 feet, pass a concrete monument with disk stamped "TXDOT" found for reference, in all, a total distance 259.65 feet, to a 1/2 inch iron rod found for the common northerly corner of said 860.347 acre tract and the remainder of that certain remainder of a called 80 acre tract described in instrument to The State of Texas, recorded in Volume 55, Page 547, D.R.W.C.T., being the easterly northeast corner of the herein described 132.840 acre tract;

THENCE South 33°07'46" West, 431.94 feet, with the common line between said 860.347 acre tract and said remainder of a called 80 acre tract, to a 1/2 inch iron rod with cap stamped "CITY OF HUNTSVILLE" found for the common easterly corner of said 860.347 acre tract and that certain called 16.579 acre tract described as "Tract 1" in instrument to Sam Houston State University, recorded under Instrument Number 2024-103240, O.R.W.C.T., being the easterly southeast corner of the herein described 132.840 acre tract;

THENCE with the common lines between said 860.347 acre tract and said 16.759 acre tract, the following five (5) courses and distances:

1. North 48°41'42" West, 241.58 feet, to a 1/2 inch iron rod with cap stamped "CITY OF HUNTSVILLE" found for corner;
2. North 89°41'11" West, 135.25 feet, to a 1/2 inch iron rod with cap stamped "CITY OF HUNTSVILLE" found for corner;
3. South 00°16'39" West, 95.45 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for corner;
4. South 31°06'49" West, 691.90 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for corner;
5. South 44°09'34" West, 1,482.51 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found in the northerly line of that certain called 105.13 acre tract described in instrument to Sam Houston State University, recorded in Volume 50, Page 145, D.R.W.C.T., for the common southerly corner of said 860.347 acre tract and said 16.759 acre tract, being the southerly southeast corner of the herein described 132.840 acre tract;

THENCE South 85°50'20" West, 902.42 feet, with the common line between said 860.347 acre tract and said 105.13 acre tract, to a 5/8 inch iron rod found in the easterly right-of-way of Veterans Memorial Parkway (variable width right-of-way), for the common corner of said 860.347 acre tract, that certain called 0.131 acre tract described as "Parcel 20" in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., and said 105.13 acre tract, being the southwesterly corner of the herein described 132.840 acre tract;

THENCE with the easterly right-of-way of said Veterans Memorial Parkway, the easterly lines of said Parcel 20, that certain called 0.221 acre tract described as "Parcel 19" described in said instrument to City of Huntsville, and that certain called 0.74 acre tract described as "Parcel 16" in instrument to The City of Huntsville, Texas, recorded in Volume 403, Page 867, O.R.W.C.T., common to the westerly lines of said 860.347 acre tract and said 34.02 acre tract, the following five (5) courses and distances:

1. North 42°18'16" West, 602.34 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for the common easterly corner of said 860.347 acre tract and said 34.02 acre tract, being angle point in the westerly line of that herein described 148.598 acre tract;
2. North 37°03'25" West, 397.46 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for a common corner;
3. North 34°13'16" West, 1,020.11 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
4. North 33°03'17" West, 152.62 feet, to a 5/8 inch iron rod with cap stamped "RODS" found for corner;
5. North 25°42'08" West, 547.99 feet, to a 5/8 inch iron rod with cap stamped "RODS" found at the intersection of the easterly right-of-way of said Veterans Memorial Parkway with the southerly line of Smither Drive, for the common northerly corner of said 34.02 acre tract and said Parcel 16, being the northwesterly corner of the herein described 132.840 acre tract;

THENCE with the southerly right-of-way of said Smithers Drive, the northerly line of said 34.02 acre tract, the following three (3) courses and distances:

1. North 83°15'30" East, 182.01 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
2. South 87°52'07" East, 194.43 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
3. South 83°26'38" East, 661.71 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for the common northerly corner of said 34.02 acre tract and that certain called 0.488 acre tract described as "Parcel 27" in said second mentioned instrument to City of Huntsville, being a northeasterly corner of the herein described 132.840 acre tract;

THENCE with the common lines between said 34.02 acre tract and said Parcel 27, the following three (3) courses and distances:

1. South 11°33'40" West, 191.26 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
2. North 89°58'07" East, 127.78 feet, to a 1/2 inch iron rod with cap stamped "KERR" found for corner;
3. North 18°56'37" East, 83.73 feet, to a 1/2 inch iron rod with cap stamped "City of Huntsville" found for the common corner of said 34.02 acre tract, said 860.347 acre tract, said Parcel 27, and that certain called 0.099 acre tract described as "Parcel 29" in said first mentioned instrument to City of Huntsville, being an angle point in an interior westerly line of the herein describe 132.840 acre tract;

THENCE North 19°03'40" East, 109.68 feet, with the common line between said 860.347 acre tract and said 0.099 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the apparent common line between said Cox League and the Pleasant Gray League, Abstract Number 24, the southerly right-of-way of said Smithers Drive, the southerly line of that certain called 1.674 acre tract described as "Parcel 32" in instrument to The City of Huntsville, recorded in Volume 402, Page 485, O.R.W.C.T., for the common northerly corner of said 860.347 acre tract and said 0.099 acre tract, being the most northerly northwest corner of the herein described 132.840 acre tract;

THENCE North 87°37'08" East, 347.40 feet, with the apparent common line between said Cox League and said Gray League, the southerly right-of-way of said Smithers Drive, the common line between said 860.347 acre tract and said 1.674 acre tract, to a 5/8 inch iron rod found for the common westerly corner of said 860.347 acre tract and that certain called 4.067 acre tract described as "Parcel 28" in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being an angle point in the northerly line of the herein described 132.840 acre tract;

THENCE South 85°46'39" East, 290.63 feet, continuing, with the southerly right-of-way of said Smithers Drive, the common line between said 860.347 acre tract and said 4.067 acre tract, to a 1/2 inch iron rod with cap found for the common corner of said 860.347 acre tract and that certain called 0.374 acre tract described as "Parcel 30" in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being an angle point in the northerly line of the herein described 132.840 acre tract;

THENCE continuing, with the southerly right-of-way of said Smithers Drive, the common line between said 860.347 acre tract and said 0.374 acre tract, the following four (4) courses and distances:

1. South 85°45'58" East, 364.20 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the left;
2. Southeasterly, 790.87 feet, with the arc of said curve to the left, having a radius of 6040.00 feet, a central angle of 07°30'08", and a chord that bears South 89°31'11" East, 790.30 feet, to a 1/2 inch iron rod with cap found for the end of said curve to the left;
3. North 86°44'00" East, 475.12 feet, to a 5/8 inch iron rod found for corner;
4. North 03°16'18" West, 10.00 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southerly line of said 4.067 acre tract, for the most easterly common north corner of said 860.347 acre tract and said 0.374 acre tract, being an angle point in the northerly line of the herein described 132.840 acre tract;

THENCE North 86°43'37" East, 373.68 feet, continuing, with the southerly right-of-way of said Smithers Drive, the common line between said 860.347 acre tract and said 4.067 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common corner of said 860.347 acre tract, said 4.067 acre tract, and said 0.317 acre tract, being an angle point in the northerly line of the herein described 132.840 acre tract, from which a concrete monument found for reference bears North 83°36'37" West, 13.26 feet;

THENCE with the southerly right-of-way of said Smithers Drive, the common line between said 860.347 acre tract and said 0.317 acre tract, the following two (2) courses and distances:

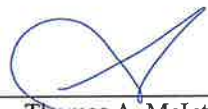
1. South 81°27'10" East, 188.50 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 70°01'03" East, 250.24 feet, to the **POINT OF BEGINNING** and containing a computed area of 132.840 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 11, 2025, by Texas Professional Surveying, LLC., referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date




Thomas A. McIntyre
R.P.L.S. No. 6921



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
 (936)756-7447 FAX (936)756-7448
 FIRM REGISTRATION No. 100834-00

TRACT 3
FIELD NOTE DESCRIPTION
267.145 ACRES
IN THE LEWIS COX LEAGUE, ABSTRACT NUMBER 13
THE JESSE YOUNG SURVEY, ABSTRACT NUMBER 618,
AND THE JAMES COX ONE LABOR, ABSTRACT NUMBER 113
WALKER COUNTY, TEXAS

BEING a 267.145 acre tract of land situated in the Lewis Cox League, Abstract Number 13, the Jesse Young Survey, Abstract Number 618, and the James Cox One Labor, Abstract Number 113, Walker County, Texas, being a portion of that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC, recorded under Clerk's File Number 51872, of the Official Records of Walker County, Texas (O.R.W.C.T.), said 267.145 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "JS MOORER RPLS 1572" found in the southerly line of that certain called 105.13 acre tract described in instrument to Same Houston State University, recorded in Volume 50, Page 145 of the Deed Records of Walker County, Texas (D.R.W.C.T.) for the common northerly corner of said 860.347 acre tract and Lot 1 as shown on the minor plat of W. T. Robinson Co. and H. Y. Robinson Co. Property, recorded in Volume 5, Page 85 of the Plat Records of Walker County, Texas (P.R.W.C.T.), being the northerly northeast corner of the herein described 267.145 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,248,705.06, E: 3,793,467.48**, Central Zone, grid measurements;

THENCE with the common lines between said 860.347 acre tract and said Lot 1, the following four (4) courses and distances:

1. South 12°20'49" West, 167.08 feet, to a 5/8 inch iron rod with cap stamped "JS MOORER RPLS 1572" found for corner;
2. North 85°59'49" East, 183.48 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. North 12°23'18" East, 141.20 feet, to a 5/8 inch iron rod with cap stamped "JS MOORER RPLS 1572" found for corner;
4. North 85°59'49" East, 200.00 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the westerly right-of-way of Veterans Memorial Parkway, the westerly line of that certain called 2.435 acre tract described as "Parcel 49" in instrument to City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., for the common easterly corner of said 864.347 acre tract and said Lot 1, being the easterly northeast corner of the herein described 264.745 acre tract;

THENCE with the westerly right-of-way of said Veterans Memorial Parkway, the westerly line of said Parcel 49, that certain called 0.475 acre tract described as "Parcel 48", that certain called 0.517 acre tract described as "Parcel 47", and that certain called 0.367 acre tract described as "Parcel 46", all in said instrument to City of Huntsville, common to the easterly lines of said 860.347 acre tract, the following fifteen (15) courses and distance:

1. South 41°23'46" East, 242.79 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 32°58'16" East, 339.41 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 38°39'49" East, 411.78 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
4. South 22°24'36" East, 1389.22 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
5. South 68°18'53" West, 42.54 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;

6. South 22°25'00" East, 77.31 feet, to a 5/8 inch iron rod found for corner;
7. South 70°32'17" East, 25.14 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
8. South 37°15'46" East, 219.25 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
9. Southeasterly, 953.90 feet, along the arc of said curve having a radius of 2,296.69 feet, a central angle of 23°47'50", and a chord that bears South 38°05'12" East, 947.06 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
10. South 59°24'13" West, 59.70 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
11. South 22°13'02" West, 34.18 feet, to a 5/8 inch iron rod found for corner;
12. North 59°24'13" East, 94.31 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
13. Southeasterly, 765.33 feet, along the arc of said curve having a radius of 2,296.69 feet, a central angle of 19°05'34", and a chord that bears South 59°58'45" East, 761.79 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
14. South 61°03'43" East, 93.22 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
15. South 27°48'46" East, 29.68 feet, to a 5/8 inch iron rod with a ½ inch iron rod found in the northerly line of that certain called 0.50 acre tract described in instrument to FOX-4, Inc. and Steve C. Fox, recorded in Volume 999, Page 874, O.R.W.C.T., being the easterly corner of the herein described 267.145 acre tract;

THENCE North 68°38'57" West, 593.57 feet, with the northerly line of said 0.501 acre tract and Lot 1, Block 1, NNB Enterprises, Inc. Smiley's #3, as shown on the map or plat thereof, recorded in Volume 6, Page 48, P.R.W.C.T., common to a southerly line of said 860.347 acre tract, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner, being an interior corner of the herein described 267.145 acre tract;

THENCE South 22°59'07" West, 325.79 feet, with another common line between said 860.347 acre tract and said Lot 1, to a ½ inch iron rod found for the common corner of said 860.347 acre tract, said lot 1 and that certain called 1.450 acre tract described in instrument to Donnie L. Thomas, Sr. recorded in Volume 319, Page 324, O.R.W.C.T., being an angle point the easterly line of the herein described 267.145 acre tract;

THENCE South 24°27'01" West, 136.02 feet, with the common line between said 860.347 acre tract and said 1.450 acre tract, to a ½ inch iron rod found, bent, for the common corner of said 860.347 acre tract, said 1.450 acre tract, and that certain remainder of a called 5 acre tract described as "Fifth Tract" in instrument to Andrew L. Timmons, Sr., recorded in Volume 1054, Page 412, O.R.W.C.T., being an angle point in the easterly line of the herein described 267.145 acre tract;

THENCE South 23°43'04" West, 860.19 feet, with the westerly line of said Fifth Tract, that certain called 2.87 acre tract described as "Second Tract", and that certain called 7 acre tract described as "First Tract", both in said instrument to Andrew L. Timmons, Sr., common to the easterly line of said 860.347 acre tract, to a 3 inch round concrete monument with disk found for a common corner of said 860.347 acre tract and said 7 acre tract, being an interior corner of the herein described 267.145 acre tract;

THENCE South 69°04'52" East, 646.84 feet, with the common line between said 860.347 acre tract and said 7 acre tract, to a 5/8 inch iron rod with cap stamped "MURRAY & MOORER RPLS" found in the apparent common line between said Cox One Labor and the John Hume Survey, Abstract Number 264, in the arc of a curve of the westerly right-of-way of Farm-to-Market Road 1374 (variable width, Vol. L, Pg. 617, C.C.R.W.C.T.), for the common westerly corner of said 860.347 acre tract and said 7 acre tract, being a northeasterly corner of the herein described 267.145 acre tract;

THENCE Southwesterly, 369.13 feet, with the westerly right-of-way of said FM 1374, along the arc of said curve having a radius of 2,829.79 feet, a central angle of 07°28'26", and a chord that bears South 26°09'26" West, 368.87 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the northerly right-of-way of Pine Hill Road, for the common easterly corner of said 860.347 acre tract and that certain called 2.58 acre tract described as "Parcel A" in instrument to The City of Huntsville, recorded in Volume 766, Page 718, O.R.W.C.T., being the southeasterly corner of the herein described 267.145 acre tract;

THENCE North 68°15'13" West, 2,768.49 feet, with the northerly right-of-way of said Pine Hills Road, the common line between said 860.347 acre tract and said Parcel A, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the apparent common line between said Cox One Labor and said Cox League, for a common corner of said 860.347 acre tract and said Parcel A, being an interior corner of the herein described 267.145 acre tract;
 THENCE South 23°19'31" West, 50.34 feet, with said apparent common line, the common line between said 860.347 acre tract and said Parcel A, to a calculated point in the line between the City of Huntsville City Limits and City of Huntsville ETJ (COH ETJ line), for the southerly corner of the herein described 267.145 acre tract;

THENCE North 22°07'54" West, 159.31 feet, along the COH ETJ line, across said 860.347 acre tract, to a calculated point in a common line between said 860.347 acre tract and that certain called 1.84 acre tract described in instrument to Pine Hill Cemetery Association, recorded in Volume 1177, Page 880, O.R.W.C.T., being a southwesterly corner of the herein described 267.145 acre tract;

THENCE with the common lines between said 860.347 acre tract and said 1.84 acre tract, the following three (3) courses and distances:

1. North 23°27'01" East, 425.88 feet, to a 5/8 inch iron rod with cap stamped "JS MOORER RPLS 1572" found for corner;
2. North 77°03'27" West, 160.67 feet, to a 5/8 inch iron rod with cap stamped "JS MOORER RPLS 1572" found for corner;
3. South 21°18'14" West, 251.17 feet, to a calculated point in the COH ETJ line, being a southeasterly corner of the herein described 267.145 acre tract;

THENCE North 22°07'54" West, 3,952.80 feet, continuing along the COH ETJ line, across said 860.347 acre tract, to a calculated point in the southerly line of that certain called 6.569 acre tract described as "Tract 1" in instrument to Sam Houston State University, recorded under Instrument Number 2024-103240, O.R.W.C.T., for the northwesterly corner of the herein described 267.145 acre tract;

THENCE North 86°01'24" East, 621.66 feet, with a common line between said 860.347 acre tract and said 6.569 acre tract, to a 5/8 inch iron rod found for a common corner of said 860.347 acre tract, said 6.569 acre tract, and said 105.13 acre tract;

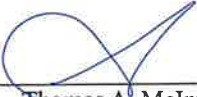
THENCE North 85°59'33" East, 1,230.79 feet, with a common line between said 860.347 acre tract and said 105.13 acre tract, to the **POINT OF BEGINNING** and containing a computed area of 267.145 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 11, 2025, by Texas Professional Surveying, LLC., and referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum of 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date




 Thomas A. McIntyre
 R.P.L.S. No. 6921

TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

TRACT 4
FIELD NOTE DESCRIPTION
38.787 ACRES
IN THE LEWIS COX LEAGUE, ABSTRACT NUMBER 13
AND IN THE JESSE YOUNG SURVEY, ABSTRACT NUMBER 618
WALKER COUNTY, TEXAS

BEING a 38.787 acre tract of land situated in the Lewis Cox League, Abstract Number 13, and in the Jesse Young Survey, Abstract Number 618, Walker County, Texas, being a portion of that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC, recorded under Clerk's File Number 51872, of the Official Records of Walker County, Texas (O.R.W.C.T.), said 38.787 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the common corner of said 860.347 acre tract, that certain called 105.13 acre tract described in instrument to Sam Houston State University, recorded in Volume 50, Page 145, of the Deed Records of Walker County, Texas (D.R.W.C.T.), and Lot 1A, of the Replat of Medical Office Park – Huntsville, LP., as shown on the map or plat thereof, recorded in Volume 5, Page 85, of the Plat Records of Walker County, Texas (P.R.W.C.T.), being an angle point in a northerly line of the herein described 38.787 acre tract, from which a 1/2 inch iron rod found for the common corner of said 105.13 acre tract, said Lot 1A, and the remainder of that certain called 80 acre tract described in instrument to The State of Texas, recorded in Volume 55, Page 547, D.R.W.C.T. bears, North 04°50'26" West, 188.90 feet, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,248,844.39, E: 3,795,474.89**, Central Zone, grid measurements;

THENCE with the common line between said 860.347 acre tract and said Lot 1A, the following three (3) courses and distances:

1. North 86°10'50" East, 341.68 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 17°57'20" East, 343.84 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 72°02'40" East, 650.55 feet, to a 5/8 inch iron rod with cap found in the westerly right-of-way of Robinson Creek Parkway (variable width right-of-way), for the common corner of said 860.347 acre tract, said Lot 1A, and that certain called 16.067 acre tract described as "Parcel 35", in instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being an angle point in a northerly line of the herein described 38.787 acre tract;

THENCE South 60°09'01" East, 39.65 feet, with the westerly right-of-way of said Robinson Creek Parkway, the common line between said 860.347 acre tract and said 16.067 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of said 860.347 acre tract, said 16.067 acre tract, and that certain called 0.260 acre tract described as "Parcel 38", in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being the most easterly corner of the herein described 38.787 acre tract;

THENCE continuing, with the westerly right-of-way of said Robinson Creek Parkway, the common line between said 860.347 acre tract and said 0.260 acre tract, the following two (2) courses and distances:

1. South 17°54'16" West, 217.97 feet, to a 5/8 inch iron rod found for corner;

2. South 03°02'36" West, 47.50 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in a northerly line of said 16.067 acre tract, for the common southerly corner of said 860.347 acre tract and said 0.260 acre tract, being an angle point in an easterly line of the herein described 38.787 acre tract;

THENCE continuing, with the westerly right-of-way of said Robinson Creek Parkway, the common line between said 860.347 acre tract and said 16.067 acre tract, the following three (3) courses and distances:

1. North 86°57'01" West, 4.53 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 03°24'06" West, 83.92 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 86°57'01" East, 5.00 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in a southerly line of said 16.067 acre tract, for the common northerly corner of said 860.347 acre tract and that certain called 0.636 acre tract described as "Parcel 37", in said instrument to The City of Huntsville, recorded in Volume 398, Page 447, O.R.W.C.T., being an angle point in an easterly line of the herein described 38.787 acre tract;

THENCE South 03°02'36" West, 198.95 feet, continuing, with the westerly right-of-way of said Robinson Creek Parkway, the common line between said 860.347 acre tract and said 0.636 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set at the intersection of the westerly right-of-way of said Robinson Creek Parkway with the northerly Right-of-way of Woodward Drive (variable width right-of-way), in the arc of a non-tangent curve to the left, for a common corner of said 860.347 acre tract and said 0.636 acre tract, being the southeasterly corner of the herein described 38.787 acre tract;

THENCE Southwesterly, 390.19 feet, with the northerly right-of-way of said Woodward Drive, continuing, with the common line between said 860.347 acre tract and said 0.636 acre tract, with the arc of said non-tangent curve to the left, having a radius of 1065.00 feet, a central angle of 20°59'31", and a chord that bears South 81°08'52" West, 388.02 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in an easterly line of said 16.067 acre tract, for the end of said curve to the left, the common westerly corner of said 860.347 acre tract and said 0.636 acre tract, being an angle point in a southerly line of the herein described 38.787 acre tract;

THENCE continuing, with the northerly line of said Woodward Drive, the common line between said 860.347 acre tract, the following three (3) courses and distances:

1. North 22°43'49" West, 15.07 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 68°27'28" West, 79.84 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 22°43'49" East, 14.64 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common easterly corner of said 860.347 acre tract and that certain called 2.372 acre tract described as "Parcel 36" in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being an angle point in a southerly line of the herein described 38.787 acre tract;

THENCE South 67°15'58" West, 1467.86 feet, continuing, with the northerly right-of-way of said Woodward Drive, the common line between said 860.347 acre tract and said 2.372 acre tract, to a 5/8 inch iron rod with cap found at the intersection of the northerly right-of-way of said Woodward Drive with the easterly right-of-way of Veterans Memorial Parkway (variable width right-of-way), for the most southerly common corner of said 860.347 acre tract and said 2.372 acre tract, being the southwesterly corner of the herein described 38.787 acre tract;

THENCE with the easterly right-of-way of said Veterans Memorial Parkway, continuing, with the common line between said 860.347 acre tract and said 2.372 acre tract, the following four (4) courses and distances:

1. North 19°01'53" West, 233.65 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 32°22'12" West, 309.39 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. North 36°51'05" West, 208.69 feet, to a 5/8 inch iron rod with cap found for corner;
4. North 40°35'34" West, 414.37 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southerly line of said 105.13 acre tract, for the common northerly corner of said 860.347 acre tract and said 2.372 acre tract, being the northwesterly corner of the herein described 38.787 acre tract, from which a 5/8 inch iron rod found for the southerly southwest corner of said 105.13 acre tract bears South 86°00'56" West, 1806.87 feet;

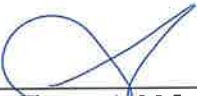
THENCE North 86°00'56" East, 1436.16 feet, with the common line between said 860.347 acre tract and said 105.13 acre tract, to the **POINT OF BEGINNING** and containing a computed area of 38.787 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 11, 2025, by Texas Professional Surveying, LLC., and referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum of 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date




Thomas A. McIntyre
R.P.L.S. No. 6921



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

TRACT 5
FIELD NOTE DESCRIPTION
27.361 ACRES
IN THE PETER TOMLINSON SURVEY, ABSTRACT NUMBER 539
AND IN THE JESSE YOUNG SURVEY, ABSTRACT NUMBER 618
WALKER COUNTY, TEXAS

BEING a 27.361 acre tract of land situated in the Peter Tomlinson Survey, Abstract Number 539, and in the Jesse Young Survey, Abstract Number 618, Walker County, Texas, being a portion of that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC, recorded under Clerk's File Number 51872, of the Official Records of Walker County, Texas (O.R.W.C.T.), said 27.361 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the southeasterly right-of-way of Robinson Creek Parkway (variable width right-of-way), in the southwesterly line of Lot 1, Block 1, of the Replat of Robinson Creek Subdivision, as shown on the map or plat thereof, recorded in Volume 2, Page 64, of the Plat Records of Walker County, Texas (P.R.W.C.T.), for the common easterly corner of said 860.347 acre tract and that certain called 2.333 acre tract described as "Parcel 40" in instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being the westerly north corner of the herein described 27.361 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,249,375.32, E: 3,796,996.98**, Central Zone, grid measurements;

THENCE South 43°52'20" East, 166.14 feet, with the common line between said 860.347 acre tract and said Lot 1, of Robinson Creek Subdivision, to a 5/8 inch iron rod found for the common corner of said 860.347 acre tract, said Lot 1 of Robinson Creek Subdivision, and Reserve A, Block 1, of said Robinson Creek Subdivision, being an angle point in a northeasterly line of the herein described 27.361 acre tract;

THENCE with the common line between said 860.347 acre tract and said Reserve A of Robinson Creek Subdivision, the following three (3) courses and distances:

1. South 43°43'13" East, 348.84 feet, to a 5/8 inch iron rod found for the beginning of a non-tangent curve to the left;
2. Southeasterly, 239.23 feet, with the arc of said non-tangent curve to the left, having a radius of 60.00 feet, a central angle of 228°26'51", and a chord that bears South 79°59'45" East, 109.43 feet, to a 5/8 inch iron rod found for the end of said curve to the left;
3. North 61°07'26" East, 400.00 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southwesterly right-of-way of Interstate Highway 45 (IH 45, variable width right-of-way), for the common easterly corner of said 860.347 acre tract and said Reserve A, being the easterly north corner of the herein described 27.361 acre tract;

THENCE South 28°43'59" East, 198.67 feet, with southwesterly right-of-way of said IH 45, a northeasterly line of said 860.347 acre tract, to a 5/8 inch iron rod with cap found for the common northerly corner of said 860.347 acre tract and that certain called 0.597 acre tract described as "Tract 1" in instrument to Ashaar, LLC, recorded in Volume 1300, Page 82, O.R.W.C.T., being the most northerly east corner of the herein described 27.361 acre tract, from which a 4 inch by 4 inch concrete monument found for reference bears South 29°10'42" East, 25.89 feet;

THENCE with the common line between said 860.347 acre tract and said 0.597 acre tract, the following two (2) courses and distances:

1. South 25°49'14" West, 152.76 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 35°47'46" East, 137.58 feet, to a 5/8 inch iron rod with cap found for the common corner of said 860.347 acre tract, said 0.597 acre tract, and that certain called 0.03 acre tract described in instrument to Copano Pipelines/Upper Gulf Coast, L.P., recorded in Volume 312, Page 607, O.R.W.C.T., being an easterly corner of the herein described 27.361 acre tract;

THENCE with the common line between said 860.347 acre tract and said 0.03 acre tract, the following two (2) courses and distances:

1. South 54°12'03" West, 20.00 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 35°47'55" East, 70.56 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the northwesterly right-of-way of Farm to Market Road 1374 (FM 1374, variable width right-of-way), for the common southerly corner of said 860.347 acre tract and said 0.03 acre tract, being the most southerly east corner of the herein described 27.361 acre tract from which a 5/8 inch iron rod with cap found for the common southerly corner of said 0.03 acre tract and said 0.597 acre tract bears North 25°50'46" East, 22.72 feet;

THENCE with the northwesterly right-of-way of said FM 1374, a southeasterly line of said 860.347 acre tract, the following three (3) courses and distances:

1. South 25°50'46" West, 101.46 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the left;
2. Southwesterly, 229.37 feet, with the arc of said curve to the left, having a radius of 2899.79 feet, a central angle of 04°31'55", and a chord that bears South 23°34'10" West, 229.31 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the left;
3. South 20°30'09" West, 594.22 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common easterly corner of said 860.347 acre tract and Lot 1, of the Minor Plat of Education Service Center, Region VI 10.66 acre tract (Education plat), as shown on the map or plat thereof, recorded in Volume 487, Page 815, O.R.W.C.T., being the southerly corner of the herein described 27.361 acre tract;

THENCE North 70°33'33" West, 775.29 feet, with the common line between said 860.347 acre tract and said Education Plat, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common southerly corner of said 860.347 acre tract and Robinwood Professional Park, as shown on the map or plat thereof, recorded in Volume 4, Page 104, P.R.W.C.T., being the most southerly southwest corner of the herein described 27.361 acre tract;

THENCE with the common line between said 860.347 acre tract and said Robinwood Professional Park, the following two (2) courses and distances:

1. North 19°26'50" East, 333.71 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 52°43'15" West, 56.40 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the easterly right-of-way of said Robinson Creek Parkway, in a southerly line of said 2.333 acre tract, for the common northerly corner of said 860.347 acre tract and said Robinwood Professional Parkway, being a westerly corner of the herein described 27.361 acre tract;

THENCE with the easterly right-of-way of said Robinson Creek Parkway, the common line between said 860.347 acre tract and said 2.333 acre tract, the following five (5) courses and distances:

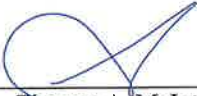
1. North 56°00'29" West, 239.05 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 86°53'43" East, 5.49 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. North 03°06'17" East, 212.62 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
4. North 74°54'22" West, 72.92 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a non-tangent curve to the right;
5. Northeasterly, 390.89 feet, with the arc of said curve to the right, having a radius of 567.93 feet, a central angle of 39°26'06", and a chord that bears North 20°05'22" East, 383.22 feet, to a 5/8 inch iron rod found for the end of said curve to the right;
6. North 39°44'38" East, 282.95 feet, to the **POINT OF BEGINNING** and containing a computed area of 27.361 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 11, 2025, by Texas Professional Surveying, LLC., and referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum of 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date




Thomas A. McIntyre
R.P.L.S. No. 6921



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
 (936)756-7447 FAX (936)756-7448
 FIRM REGISTRATION No. 100834-00

TRACT 6
FIELD NOTE DESCRIPTION
89.218 ACRES
IN THE JESSE YOUNG LABOR, ABSTRACT NUMBER 618
AND IN THE JAMES COX SURVEY, ABSTRACT NUMBER 113
WALKER COUNTY, TEXAS

BEING a 89.218 acre tract of land situated in the Jesse Young Labor, Abstract Number 618 and in the James Cox Survey, Abstract Number 113, Walker County, Texas, being comprised of a portion of that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC., recorded under Instrument Number 51872, of the Official Records of Walker County, Texas (O.R.W.C.T.), and all of Restricted Reserve "D", of R-G Park 1, Section 1, as shown on the map or plat thereof, recorded in Volume 7, Page 37, of the Plat Records of Walker County, Texas (P.R.W.C.T.), said 89.218 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the intersection of the westerly right-of-way of Farm To Market Road 1374 (FM 1374, variable width right-of-way), recorded in Volume L, Page 617, of the Commissioners Court Records of Walker County, Texas (C.C.R.W.C.T.) with the southwesterly right-of-way of Robinson Creek Parkway (variable width right-of-way), for the common easterly corner of said 860.347 acre tract and that certain called 1.073 acre tract, described as "Parcel 41", in instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being a most easterly corner of the herein described 89.218 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,247,241.86, E: 3,797,368.81** Central Zone, grid measurements;

THENCE with the northwesterly right-of-way of said FM 1374, the southeasterly line of said 860.347 acre tract, the following three (3) courses and distance:

1. South 20°11'51" West, 337.80 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
2. Southwesterly, 339.61 feet, with the arc of said curve to the right, having a radius of 5694.58 feet, a central angle of 03°25'01", and a chord that bears South 22°11'33" West, 339.56 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
3. South 23°54'08" West, 515.73 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the apparent common line between said Young Labor and said Cox Survey, for the common easterly corner of said 860.347 acre tract and Lot 1, of Williams Subdivision Lots 1 & 2, as shown on the map or plat thereof, recorded in Volume 6, Page 47, P.R.W.C.T., being a southerly corner of the herein described 89.218 acre tract;

THENCE North 67°50'56" West, with the apparent common line between said Young Labor and said Cox Survey, the common line between said 860.347 acre tract and said Lot 1 of Williams Subdivision Lot 1 & Lot 2, at a distance of 415.68 feet, pass a 5/8 inch iron rod with cap found for the common northerly corner of said Lot 1 of Williams Subdivision Lot 1 & Lot 2 and Lot 2A, of Williams Subdivision, as shown on the map or plat thereof, recorded in Volume 7, Page 100, P.R.W.C.T., thence, with the common line between said 860.347 acre tract and said Lot 2A, in all, a total distance of 623.18 feet, to a 5/8 inch iron rod with cap found for the most northerly common corner of said 860.347 acre tract and said Lot 2A, being an interior corner of the herein described 89.218 acre tract;

THENCE South 22°27'00" West, 415.65 feet, continuing, with the common line between said 860.347 acre tract, and said Lot 2A, to a 3 inch round concrete monument with disk found for the most westerly common corner of said 860.347 acre tract and said Lot 2A, being an interior corner of the herein described 89.218 acre tract;

THENCE South 66°45'36" East, continuing, with the common line between said 860.347 acre tract and said Lot 2A, at a distance of 420.17 feet, pass a 4 inch by 4 inch concrete monument with disk found for the common southerly corner of said Lot 2A and the apparent remainder of that certain called 6/10 acre tract, now or formerly described in instrument to Walter Hunter, recorded in Volume 96, Page 483, of the Deed Records of Walker County, Texas (D.R.W.C.T.), from which a 1/2 inch iron rod with cap found for the southwesterly corner of that certain called 0.482 acre tract, described in instrument to Huntsville Masjid Al-Ummah, HIC., recorded in Volume 1338, Page 590, O.R.W.C.T. bears North 62°49'40" East, 8.61 feet, thence, with the common line between said 860.347 acre tract and said apparent remainder of 6/10 acre tract, in all, a total distance of 619.28 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the northwesterly right-of-way of said FM 1374, for the common easterly corner of said 860.347 acre tract and said apparent remainder of 6/10 acre tract, being an easterly corner of the herein described 89.218 acre tract, from which a 1/2 inch iron rod found for the common easterly corner of said apparent remainder of 6/10 acre tract and said 0.482 acre tract bears North 22°11'57" East, 3.32 feet;

THENCE South 22°11'57" West, 428.15 feet, with the northwesterly right-of-way of said FM 1374, a southeasterly line of said 860.347 acre tract, to a 5/8 inch iron rod found at the intersection of the northwesterly right-of-way of said FM 1374 with the northeasterly right-of-way of Veterans Memorial Parkway (Variable width tight-of-way), for the common easterly corner of said 860.347 acre tract and that certain called 0.558 acre tract described as "Parcel 45", in said instrument to The City of Huntsville, recorded under Volume 398, Page 445, O.R.W.C.T., being a southeasterly corner of the herein described 89.218 acre tract;

THENCE with the northeasterly right-of-way of said Veterans Memorial Parkway, the common line between said 860.347 acre tract and said 0.558 acre tract, the following four (4) courses and distances:

1. South 69°12'06" West, 59.82 feet, to a 5/8 inch iron rod found for corner;
2. North 72°20'52" West, 379.57 feet, to a 5/8 inch iron rod found for corner;
3. North 58°03'01" West, 324.43 feet, to a 5/8 inch iron rod found for corner;
4. North 42°16'10" West, 79.19 feet, to a 5/8 inch iron rod found for the most northerly common corner of said 860.347 acre tract, said 0.558 acre tract, and that certain called 16.067 acre tract described as "Parcel 35", in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being an angle point in a southwesterly line of the herein described 89.218 acre tract;

THENCE North 51°30'25" West, 21.13 feet, continuing, with the northeasterly right-of-way of said Veterans Memorial Parkway, the common line between said 860.347 acre tract and said 16.067 acre tract, to a 5/8 inch iron rod (bent) found for the most southerly common corner of said 860.347 acre tract, said 16.067 acre tract, and that certain called 0.592 acre tract, described as "Parcel 44" in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., being an angle point in a southwesterly line of the herein described 89.218 acre tract;

THENCE continuing, with the northeasterly right-of-way of said Veterans Memorial Parkway, the common line between said 860.347 acre tract and said 0.592 acre tract, the following three (3) courses and distances:

1. North 60°55'49" West, 77.41 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for the beginning of a non-tangent curve to the right;
2. Northwesterly, 607.65 feet, with the arc of said non-tangent curve to the right, having a radius of 2184.35 feet, a central angle of 15°56'19", and a chord that bears North 41°09'45" West, 605.69 feet, to a 5/8 inch iron rod (bent) found for the end of said curve to the right;
3. North 19°20'15" West, 312.01 feet, to a 5/8 inch iron rod found for the most northerly common corner of said 860.347 acre tract, said 0.592 acre tract, and said 16.067 acre tract, being an angle point in a southwesterly line of the herein described 89.218 acre tract;

THENCE North 19°15'43" West, continuing, with the northeasterly right-of-way of said Veterans Memorial Parkway, the common line between said 860.347 acre tract and said 16.067 acre tract, at a distance of 79.12 feet, pass a 5/8 inch iron rod found for the most southerly common corner of said 16.067 acre tract and that certain called 1.024 acre tract, described as "Parcel 43" in instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., thence, with the common line between said 860.347 acre tract and said 1.024 acre tract, in all, a total distance of 452.92 feet, to a 5/8 inch iron rod found for a common corner of said 860.347 acre tract and said 1.024 acre tract, being an angle point in a southwesterly line of the herein described 89.218 acre tract;

THENCE North 41°38'05" West, 175.65 feet, continuing, with the northeasterly right-of-way of said Veterans Memorial Parkway, the common line between said 860.347 acre tract and said 1.024 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being an angle point in a southwesterly line of the herein described 89.218 acre tract;

THENCE North 22°25'03" West, 674.07 feet, continuing, with the northeasterly right-of-way of said Veterans Memorial Parkway, the easterly line of said 1.024 acre tract, said 16.067 acre tract, and that certain called 1.831 acre tract, described as "Parcel 42" in said instrument to The City of Huntsville, recorded in Volume 398, Page 445, O.R.W.C.T., common to a westerly line of said 860.347 acre tract, to a 5/8 inch iron rod with cap found at the intersection of the northeasterly right-of-way of said Veterans Memorial Parkway with the southerly right-of-way of Woodward Drive (variable width right-of-way), for the most westerly common corner of said 860.347 acre tract and said 1.831 acre tract, being the most westerly corner of the herein described 89.218 acre tract;

THENCE North 67°15'10" East, 688.58 feet, with the southerly right-of-way of said Woodward Drive, the common line between said 860.347 acre tract and said 1.831 acre tract, to a 5/8 inch iron rod with cap found for the common northerly corner of said 860.347 acre tract and Lot 1, of Two 1.00 acre tracts out of William R, Woodward, et al and H.Y. Robinson Co. Property (Lot 1 of Woodward And Robinson Subdivision), as shown on the map or plat thereof, recorded in Volume 5, Page 179, P.R.W.C.T., being a northerly corner of the herein described 89.218 acre tract;

THENCE South 22°43'52" East, 290.48 feet, with the common line between said 860.347 acre tract and said Lot 1 of Woodward and Robinson Subdivision, to a 5/8 inch iron rod with cap found for the most southerly common corner of said 860.347 acre tract and said Lot 1 of Woodward and Robinson Subdivision, being an interior corner of the herein described 89.218 acre tract;

THENCE North 67°16'29" East, with the southerly line of said Lot 1 of Woodward and Robinson Subdivision, Lot A, of Roshan 2.00 acre tract, as shown on the map or plat thereof, recorded in Volume 6, Page 93, P.R.W.C.T., Lot B of said Roshan 2.00 acre tract, and Lot 2 of said Woodward and Robinson Subdivision, common to a northerly line of said 860.347 acre tract, at a distance of 149.92 feet, pass a 5/8 inch iron rod found for the common southerly corner of said Lot 1 of Woodward and Robinson Subdivision and said Lot A, at a distance of 300.01 feet, pass a calculated point for the common southerly corner of said Lot A and said Lot B, from which a 5/8 inch iron rod found for reference bears North 22°43'31" West, 1.66 feet, at a distance of 450.01 feet, pass a 5/8 inch iron rod with cap found for the common southerly corner of said Lot B and said Lot 2 of Woodward and Robinson Subdivision, in all a total distance of 600.00 feet, to a 5/8 inch iron rod with cap found in the westerly line of said Restricted Reserve "D" for the common easterly corner of said 860.347 acre tract and said Lot 2 of Woodward and Robinson Subdivision, being an interior corner of the herein described 89.218 acre tract;

THENCE North 22°43'36" West, 290.71 feet, with the common line between said Restricted Reserve "D" and said Lot 2 of Woodward and Robinson Subdivision, to a 5/8 inch iron rod found in the southerly right-of-way of said Woodward Drive, the southerly line of said 1.831 acre tract, for the common northerly corner of said Restricted Reserve "D" and said Lot 2 of Woodward and Robinson Subdivision, being a northwesterly corner of the herein described 89.218 acre tract;

THENCE North 67°18'24" East, 382.74 feet, with the southerly right-of-way of said Woodward Drive, the southerly line of said 1.831 acre tract, said 16.067 acre tract, and said 1.073 acre tract, common to the most northerly line of said Restricted Reserve "D", to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common northerly corner of said Restricted Reserve "D" and Lot 1, of William Woodward, et al 827.26 acre tract (Woodward Subdivision), as shown on the map or plat thereof, recorded in Volume 5, Page 94, P.R.W.C.T., being the most northerly corner of the herein described 89.218 acre tract, from which a 5/8 inch iron rod with cap found for reference, bears North 67°18'24" East, 42.96 feet;

THENCE South 03°04'09" West, 219.60 feet, with the common line between said Restricted Reserve "D" and said Lot 1 of Woodward Subdivision, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common corner of said Restricted Reserve "D", said Lot 1 of Woodward Subdivision, and Lot 1, of R-G Park 1, Section 1, as shown on the map or plat thereof, recorded in Volume 7, Page 37, P.R.W.C.T., being an angle point in an easterly line of the herein described 89.218 acre tract, from which a 5/8 inch iron rod with cap found for the common easterly corner of said Lot 1 of Woodward Subdivision and said Lot 1 of R-G Park 1 bears North 88°06'05" East, 256.10 feet;

THENCE with the common line between said Restricted Reserve "D" and Lot 1, of said R-G Park 1, the following three (3) course and distances:

1. South 05°16'26" East, 161.09 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 10°36'37" East, 201.73 feet, to a 1/2 inch iron rod with cap found for corner;
3. North 79°22'23" East, 253.33 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found in the southwesterly right-of-way of said Robinson Creek Parkway, a westerly line of said 1.073 acre tract, for the common easterly corner of said Restricted Reserve "D" and said Lot 1 of R-G Park 1, being a northeasterly corner of the herein described 89.218 acre tract corner;

THENCE with the southwesterly right-of-way of said Robinson Creek Parkway, the common line between said Restricted Reserve "D" and said 1.073 acre tract, the following two (2) courses and distances:

1. South 10°37'34" East, 22.12 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for the beginning of a non-tangent curve to the left;
2. Southeasterly, 223.52 feet, with the arc of said non-tangent curve to the left, having a radius of 870.32 feet, a central angle of 14°42'53", and a chord that bears South 30°19'18" East, 222.90 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for the end of said curve to the left, a common corner of said Restricted Reserve "D" and said 1.073 acre tract, being an angle point in a northeasterly line of the herein described 89.218 acre tract;

THENCE South 50°38'46" East, 259.04 feet, continuing, with the southwesterly right-of-way of said Robinson Creek Parkway, a northeasterly line of said Restricted Reserve "D" and said 860.347 acre tract, common to a southwesterly line of said 1.073 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for a common corner of said 860.347 acre tract and said 1.073 acre tract, being an angle point in a northeasterly line of the herein described 89.218 acre tract;

(INTENTIONALLY LEFT BLANK)

THENCE continuing, with the southwesterly right-of-way of said Robinson Creek Parkway, the common line between said 860.347 acre tract and said 1.073 acre tract, the following three (3) courses and distances:

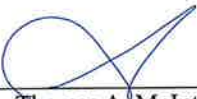
1. South 62°07'23" East, 265.39 feet, to a 1/2 inch iron with cap found for corner;
2. South 74°21'34" East, 106.16 feet, to a 5/8 inch iron rod found for corner
3. North 89°13'54" East, 153.62 feet, to the **POINT OF BEGINNING** and containing a computed area of 89.218 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on March 11, 2025, by Texas Professional Surveying, LLC., referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date




Thomas A. McIntyre
R.P.L.S. No. 6921



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

TRACT 7
FIELD NOTE DESCRIPTION
12.603 ACRES
IN THE JOHN HUME SURVEY, ABSTRACT NUMBER 264
WALKER COUNTY, TEXAS

BEING a 12.603 acre tract of land situated in the John Hume Survey, Abstract Number 264, Walker County, Texas, being the remainder of that certain called 263-6/10 acre tract described in instrument to Gibbs Brothers & Company, recorded in Volume 40, Page 39, of the Official Records of Walker County, Texas (O.R.W.C.T.), said 12.603 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "TPS 100834-00" set in the apparent common line between said Hume Survey and the Lewis Cox League, Abstract Number 13, in an easterly line of the remainder of that certain called 860.347 acre tract described in instrument to Robinson-Gibbs 1, LLC, recorded under Instrument Number 51872, O.R.W.C.T., at the westerly end of the southerly right-of-way of Pine Hill Road (variable width), for the common westerly corner of said remainder of 263-6/10 acre tract and that certain called 2.58 acre tract described as "Parcel A" in instrument to The City of Huntsville, recorded in Volume 766, Page 718, O.R.W.C.T., being the northerly northwest corner of the herein described 12.603 acre tract, from which a 3 inch round concrete monument with 2 inch disk found for the apparent common westerly corner of said Hume Survey and the James Cox One Labor, Abstract Number 113, the common westerly corner of said 2.58 acre tract and that certain called 0.777 acre tract described as "Parcel B" in instrument to The City of Huntsville, recorded in Volume 774, Page 855, O.R.W.C.T. bears North 23°19'31" East, 48.14 feet, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 10,244,565.10, E: 3,793,243.19**, Central Zone, grid measurements;

THENCE South 68°15'13" East, 890.07 feet, with the southerly right-of-way of said Pine Hill Road, the common line between said remainder of 263-6/10 acre tract and said 2.58 acre tract, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the westerly line of that certain called 2.009 acre tract described in instrument to Paul John Pittman and Tammy Elisa Pittman, recorded under Instrument Number 81944, O.R.W.C.T., for the common easterly corner of said remainder of 263-6/10 acre tract and said 2.58 acre tract, being the northeasterly corner of the herein described 12.603 acre tract, from which a 5/8 inch iron rod with disk found for the northwesterly corner of said 2.009 acre tract bears North 22°02'12" East, 11.41 feet;

THENCE South 22°02'12" West, 614.77 feet, with the common line between said remainder of 263-6/10 acre tract and said 2.009 acre tract, to a 1 inch iron bolt found in the northerly line of the remainder of that certain called 11.18 acre tract described in instrument to East Texas Land & Cattle, LLC., recorded under Instrument Number 78856, O.R.W.C.T., for the common southerly corner of said remainder of 263-6/10 acre tract and said 2.009 acre tract, being the easterly southeast corner of the herein described 12.603 acre tract;

THENCE North 68°21'59" West, 230.84 feet, with the common line between said remainder of 263-6/10 acre tract and said 11.18 acre tract, to a 5/8 inch iron rod found for the common corner of said remainder of 263-6/10 acre tract, said 11.18 acre tract, Lot 16, Block 3, of Majestic Forest Addition, as shown on the map or plat thereof, recorded in Volume 1, Page 48, of the Plat Records of Walker County, Texas (P.R.W.C.T.) and Lot 15, of said Block 3, being an angle point in a southerly line of the herein described 12.603 acre tract;

THENCE North $68^{\circ}24'41''$ West, with the common line between said remainder of 263-6/10 acre tract and said Block 3, at a distance of 204.77 feet, pass a $\frac{1}{2}$ inch iron rod found for the common northerly corner of said Lot 15 and Lot 14, of said Block 3, at a distance of 434.48 feet, pass a $\frac{1}{2}$ inch iron rod found for the common northerly corner of said Lot 14 and Lot 13, of said Block 3, in all, a total distance of 543.76 feet, to a $\frac{1}{2}$ inch iron rod found for the common northerly corner of said remainder of 263-6/10 acre tract and said Lot 13, being an interior corner of the herein described 12.603 acre tract;

THENCE South $02^{\circ}34'52''$ East, with the common line between said remainder of 263-6/10 acre tract and said block 3, at a distance of 120.75 feet, pass a calculated point for the common westerly corner of said Lot 13 and Lot 12 of said Block 3, from which a $\frac{1}{2}$ inch iron rod found bears North $87^{\circ}25'08''$ East, 1.33 feet, in all, a total distance of 227.16 feet, to a $\frac{1}{2}$ inch iron rod with cap stamped "TPS 100834-00" set for a common corner of said remainder of 263-6/10 acre tract and said Lot 12, being an angle point in an easterly line of the herein described 12.603 acre tract;

THENCE South $00^{\circ}10'50''$ East, with the common line between said remainder of 263-6/10 acre tract and said Block 3, at a distance of 84.43 feet, pass a $\frac{5}{8}$ inch bent iron rod found for the common westerly corner of said Lot 12 and Lot 11 of said Block 3, at a distance of 348.02 feet, pass a $\frac{1}{2}$ inch iron rod found for the common westerly corner of Lot 10 of said Block 3 and Lot 9 of said Block 3, in all, a total distance of 438.32 feet, to a $\frac{5}{8}$ inch iron rod found in the apparent common line between said Hume Survey and the William McDonald League, Abstract Number 30, for the common corner of said remainder of 263-6/10 acre tract, said Lot 9, Lot 1 of the Wendell H. Baker, Sr. 34.014 acre residue tract, as shown on the map or plat thereof, recorded in Volume 5, Page 114, P.R.W.C.T., and that certain called 15.572 acre tract described in instrument to Wendell H. Baker, Jr., recorded in Volume 387, Page 237, O.R.W.C.T., being the southerly southeast corner of the herein described 12.603 acre tract;

THENCE North $02^{\circ}40'53''$ West, 919.95 feet, with the apparent common line between said Hume Survey and said McDonald League, the common line between said remainder of 263-6/10 acre tract and said 15.572 acre tract, to a 3 inch round concrete monument with 2 inch disk found for the apparent common corner of said Hume Survey, said McDonald League, and said Cox League, the common corner of said remainder of 263-6/10 acre tract, said 15.572 acre tract, and said remainder of 860.347 acre tract, being an angle point in the westerly line of the herein described 12.603 acre tract, from which an axle found in the apparent common line between said Cox League and said McDonald League, for the common westerly corner of said 15.572 acre tract and said remainder of 860.347 acre tract bears South $87^{\circ}15'00''$ West, 553.04 feet;

THENCE North $23^{\circ}19'31''$ East, 392.87 feet, with the apparent common line between said Hume Survey and said Cox League, the common line between said remainder of 263-6/10 acre tract and said remainder of 860.347 acre tract, to the **POINT OF BEGINNING** and containing a computed area of 12.603 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on April 1, 2025, by Texas Professional Surveying, LLC., and referenced to Survey Drawing Project 39279.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum of 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

August 5, 2025
Date



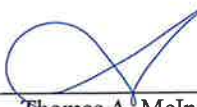

Thomas A. McIntyre
R.P.L.S. No. 6921

Exhibit B

Consent Conditions

The City Council hereby finds, determines, and declares that it is to the best interests of the City of Huntsville ("City") and of the territory within its City corporate limits and extraterritorial jurisdiction ("ETJ"), that the proponents of any municipal utility district ("District") or any other political subdivision having as one of its purposes the supplying of fresh water for domestic or commercial uses, the furnishing of sanitary sewer service, or the furnishing of drainage and/or flood control services when such District is sought to be created within the area of the City Limits or ETJ of the City, shall as a prerequisite to the written consent of the City, agree and covenant in writing, to adhere to the following rules, regulations and standards:

(1) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City, or otherwise acquiring waterworks systems, sanitary sewer collection systems, lift stations, and treatment facilities, storm sewer systems and drainage facilities, levee facilities, recreational facilities, roads, fire protection facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary lands, rights-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and maintain same and to sell water, sanitary sewer, and other services within or outside the boundaries of the District. Such bonds of the District shall only be sold after taking public bids therefore. All District bonds shall provide that the District shall reserve the right to redeem said bonds on any interest payment date on a date no later than the fifteenth anniversary of the date of issuance without premium. No bonds, other than refunding bonds, shall be sold at less than ninety-five (95) percent of par, provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bond, will not exceed two (2) percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after the notice of sale of the bonds is given.

The maximum term of any debt issuance shall be no greater than forty (40) years from the date of issuance. The minimum par amount of any bonds issued, except a final issue, shall be one million dollars (\$1,000,000.00). Each issue of bonds shall be structured to achieve either level principal payments or level debt service payments, excluding the first two (2) years of debt service. Prior to issuance of the

bonds, the District shall submit to the City a copy of the Preliminary Official Statement evidencing a District tax rate (both maintenance and operations rate and interest and sinking rate combined) not to exceed one dollar and fifty cents (\$1.50) per one hundred dollars (\$100.00) assessed valuation. Each bond issue shall not include more than two (2) years of capitalized interest. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City has given its written consent by resolution or ordinance of the City Council to such addition or annexation. Refunding bonds shall comply with the City's ordinance on refunding bonds, as it may be amended from time to time.

(2) Before the commencement of any construction within the District, the District or developer developing property located therein will enter into a Development Agreement or Agreement to Construct Public Improvements, as applicable, with the City detailing, among other things, platting requirements, City review and approval of plans and specifications, utility service to the District and billing related thereto, and compliance with regulatory requirements.

(3) The District shall levy a debt service tax no later than the annual tax levy following the first installment of bonds and continue a tax levy until such bonds are paid in full unless revenues of the system are adequate to discharge such bonds.

(4) No bonds or notes of the District shall be issued or sold unless the District is in compliance with Paragraph (1) above and prior to advertisement of the sale of the bonds, the District provides the City with: (i) a copy of the draft notice of sale; (ii) a copy of the draft Resolution to be adopted by the District's Board of Directors authorizing the sale of the bonds; (iii) a copy of the Preliminary Official Statement; and (iv) if applicable, a copy of the TCEQ Order approving the project and bonds. Item (iv) in the preceding sentence shall not be required for the issuance of road bonds. In the event that the District is in compliance with the entirety of these Consent Conditions and timely submits the documentation set forth in this Paragraph 4, no further City approval shall be necessary prior to selling and issuing the bonds. However, should the District seek any variance or modification from these Consent Conditions, the issuance of that series of bonds by the District must be approved by City Council of the City.

(5) The Petitioners shall pay all costs related to the consent and creation of the District.

(6) The District shall post notice of the meetings of its Board of Directors in accordance with Section 49.063 of the Texas Water Code. The District's Board of Directors shall hold its meetings at a location accessible to its residents. At all times after the District has one hundred (100) residential connections, it shall hold the meetings of its Board of Directors at a location within the corporate limits of the City or within the boundaries of the District; provided however, that this geographical limitation shall not apply if the District provides telephone or virtual access to its meetings to all members of the public.

(7) The official office for recordkeeping of the District must be accessible to the District residents.

(8) The District shall comply with all applicable requirements of the TCEQ regarding the display of signage at entrances into the District.



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.c.

Agenda Item: Second Reading - Consider adopting Ordinance No. 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: Move to adopt Consider adopting Ordinance No. 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.

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

Discussion: The competitive procurement threshold will increase from \$50,000 to \$100,000, effective December 2, 2025, in accordance with Senate Bill 1173 and House Bill 4747 enacted by the 89th Legislature. As the previous threshold had remained unchanged for many years amid rising costs of goods and services, this adjustment ensures the threshold aligns with current market conditions. The update will streamline the purchasing process by introducing small purchase methods that require less formal documentation and fewer bidding steps compared to formal procurement procedures. This will facilitate faster transactions under \$100,000, providing greater autonomy and efficiency in resource management. The formal bidding process involves significant staff time and resources, the change will free up resources for other critical tasks. This change also aligns with the changes made at the state level. Several other cities have updated their policy and thresholds. This change does not alter the requirement for three quotes on purchases. See Exhibit B for the threshold chart. This item was discussed and recommended by the Finance Committee at their meeting on November 18, 2025.

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

-
1. Ordinance - 2025-32 The city of Huntsville Texas Code of Ordinances specifically Chapter 2 from LS
 2. Exhibit A-amending code of ordinances
 3. Exhibit B

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.

Exhibit A

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.

(Code 1961, § 3.01.03; Ord. No. 80-8, 3-25-1980; Ord. No. 98-03, 1-13-1998; Ord. No. 2011-36, § 2, 9-12-2011)

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

(a) All contracts for expenditures and/or changes orders involving \$100,000 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.

(Code 1961, § 3.04.02; Ord. No. 82-9, 4-13-1982; Ord. No. 91-26, 10-16-1991; Ord. No. 93-35, 11-9-1993; Ord. No. 98-03, 1-13-1998; Ord. No. 2002-09, § 1(3.04.02(A)), 4-2-2002; Ord. No. 2011-36, § 3, 9-12-2011)

Exhibit B

APPROVAL REQUIREMENTS FOR PURCHASES

Dollar Figure	Supervisor Or Director Designee	Department Director	Purchasing Agent	City Manager	City Council
Less than \$5,000	✓				
\$5,000 to less than \$25,000 (Quotation Form and Purchase Order)	✓	✓	✓		
\$25,000 to less than \$100,000 (Purchase Order)	✓	✓	✓	✓	
\$100,000 or more		✓	✓	✓	✓



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.d.

Agenda Item: Move to adopt Ordinance No. 2025-33 to amend the budget for fiscal year 2025 - 2026; amending the Fiscal Policy.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2025-33 to amend the budget for fiscal year 2025 - 2026; amending the Fiscal Policy.

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 fiscal policy is included as part of the adoption of the annual budget. As such, changes or additions to the Fiscal Policy require approval via Ordinance. Additional detailed information is included in the Exhibit A "Explanation" section. This was presented to and recommended by the Finance Committee at their November 18, 2025 meeting.

Previous Council Action: None for this specific agenda item. The fiscal year 2025 - 2026 budget and Fiscal Policy for the fiscal year were adopted at Council's September 16, 2025 meeting.

Financial Implications:

Approvals:

Lance Hall
Sam Masiel
Scott Swigert
Kristy Doll

Associated Information:

1. Ordinance - 2025-33 amending fiscal policy
2. Exhibit A FY 25-26 Fiscal Policies updated 100825 Imh increase limit (1)

ORDINANCE NO. 2025-33

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

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

WHEREAS, due to changes in state law, Texas’ new procurement limits for 2025, primarily set by the 89th Legislative Session’s Senate Bill 1173 and House Bill 4747, raise the state and local competitive procurement threshold from \$50,000 to \$100,000, effective September 1, 2025

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 Fiscal Policy 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 changes to the Fiscal Policy 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

Fiscal and Budgetary Policies

I. STATEMENT OF PURPOSE

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

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

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

II. BASIS OF ACCOUNTING

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

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

Governmental Funds:

General Fund
General Obligation Debt Service Fund
Capital Projects Funds

Special Revenue Funds:

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

Proprietary Funds:**Enterprise Funds:**

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

Internal Service Funds:

Medical Insurance
Equipment Replacement
Computer Replacement

Permanent Funds:

Library Endowment
Oakwood Cemetery Endowment

Trust Funds:

Retiree PEB Trust –Medical
Scholarship Fund
Employee Assistance Fund

3. **Governmental Fund Types.** Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, General Obligation Debt Service and Capital Project funds. Governmental fund types shall use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures are recognized when the related fund liability is incurred, if measurable, except for principal and interest on general long-term debt, which are recorded when due, and compensated absences, which are recorded when payable from currently available financial resources.
4. **Proprietary Fund Types.** Proprietary fund types are used to account for the City's business type activities (e.g., activities that receive a significant portion of their funding through user charges). The City has two types of proprietary funds: Enterprise Funds and Internal Service Funds. The City's Proprietary fund types are accounted for on a flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Enterprise funds receive their revenues primarily through user charges for service. Internal Service funds receive their revenues primarily from the other funds of the City.
5. **Permanent Funds.** The Library Endowment Fund and Oakwood Cemetery Endowment Fund are used to account for endowments received by the City. Money available for expenditures in these funds are the accumulated interest earnings.
6. **Trust Funds.** The PEB Trust for retirees is used to account for funds designated for use for retiree Health Insurance costs if needed. Monies in this Fund help to lessen the City's Unfunded Accrued Actuarial Liability (UAAL) that is the result of the City providing a health insurance benefit to certain retirees. The Employee Assistance

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

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

III. OPERATING BUDGET

A. BUDGET PROCESS.

1. **Proposed Budget.** Section 11.05 of the City Charter requires that the City Manager submit to the City Council a proposed budget at least 30 days prior to the end of the fiscal year that presents a complete financial plan for the ensuing year. Public hearings shall be held in the manner prescribed by the laws of the State of Texas relating to budgets in cities and towns. The Charter requires that no budget be adopted or appropriations made unless the total of estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations. Past practice has been to present a draft budget to City Council at least six weeks prior to fiscal year end.
 - a. The budget shall include four basic segments for review and evaluation: (1) personnel costs, (2) base budget (same level of service) for operations and maintenance costs, (3) decision packages for capital and other (non-capital) project costs, and (4) revenues.
 - b. The budget review process shall include City Council participation in the development of each of the four segments of the proposed budget.
 - c. The budget process will allow the opportunity for the City Council to address policy and fiscal issues.
 - d. A copy of the proposed budget shall be posted on the City's website when it is submitted to the City Council.
2. **Modified Incremental Approach.** The operating budget less prior year supplemental requests, shall serve as the starting point for budget estimates.
3. **Adoption.** Upon the presentation of a proposed budget document to the City Council, the City Council shall call and publicize a public hearing. The City Council shall subsequently adopt by Ordinance such budget, as it may have been amended, as the City's Annual Budget, effective for the fiscal year beginning October 1.

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

4. **Government Finance Officers Association.** The annual budget shall be submitted to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.
 5. **Truth in Taxation.** Budget development procedures will be in conformance with State law, outlined in the Truth in Taxation process. In the event of a tax increase, at least two notices will be given and public hearings held.
- B. **PLANNING.** Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The budget planning process is for a five year period recognizing that budgets are influenced by decisions made in prior year budgets and that decisions made in the current year budgets serve a precursor to future budget requirements. The City shall recognize both short-term needs and objectives in relation to the long-term goals of the City.
- C. **PREPARATION.** The operating budget is the City's annual financial operating plan. The budget includes all of the operating departments of the City, the debt service fund, all capital projects funds, internal service funds, and all special revenue funds of the City. An annual budget shall be prepared for all funds of the City, with the exception that capital projects will be budgeted on a project length basis, rather than an annual basis.
1. **Basis of Budget.** Operating budgets are adopted on a basis consistent with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board, with exceptions, including that depreciation is not included in the budget, capital purchases are budgeted in the year of purchase, unmatured interest on long-term debt is recognized when due, and debt principal is budgeted in the year it is to be paid.
 - a. Governmental Fund Types are budgeted on a modified accrual basis, with exceptions as noted above. Revenues are included in the budget in the year they are expected to become measurable and available. Expenditures are included in the budget when they are measurable, a liability is incurred, and the liability will be liquidated with resources included in the budget.
 - b. Capital project budgets are project length budgets and are budgeted on a modified accrual basis.
 - c. Proprietary fund types are budgeted generally on an accrual basis with exceptions as noted above. Revenues are budgeted in the year they are expected to be earned and expenses are budgeted in the year the liability is expected to be incurred. The emphasis is on cash transactions in lieu of non-cash transactions, such as depreciation. The focus is on the net change in working capital.
 2. **Legal Level of Control.** The budget shall be adopted at the "legal level of control," which is, by Division, within individual funds. The level at which management, without prior council approval, loses the ability to reapply budgeted resources from one use to another is known as the budgets' "legal level of control." The City has a number of levels of detail in the operating budgets - the fund, the department, the division, the object and the line item.

Example:

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

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

3. **Identify Available Funds.** The budget shall be sufficiently detailed to identify all available funds. The format will include estimated beginning funds, sources of funds, uses of funds, and estimated remaining funds at budget year-end. An actual prior year, estimated current year and proposed budget shall be presented.
 4. **Interfund Transfers/Charges.** A summary showing transfers and charges between funds will be provided during the budget process to explain the "double counting" of revenues and expenditures.
 5. **Periodic Reports.** In compliance with Section 11.02(e) of the Charter, the City will maintain a budgetary control system to ensure adherence to the budget and will prepare periodic reports comparing actual revenues, expenditures and encumbrances with budgeted amounts.
 6. **Self Sufficient Enterprise Funds.** Enterprise operations, Utility Fund, Solid Waste, are intended to be self-sufficient.
 7. **Administrative Cost Reimbursement.** Enterprise fund budgets shall include a reimbursement to the General Fund to pay a proportionate share of administrative costs. Documentation to support the transfer shall be presented to City Council during the budget process.
 8. **Charges to Other Funds by Internal Service Funds.** Charges by internal service funds to user divisions and funds shall be documented as part of the budget process.
 9. **Appropriations Lapse.** Pursuant with Section 11.06 of the Charter, annual appropriations lapse at year end. Items purchased through the formal purchase order system (i.e., the encumbered portions), and not received by fiscal year end, are presented to City Council for re-appropriation in the subsequent fiscal year. To be eligible for automatic re-appropriation in a subsequent year, the goods or services must have been ordered in good faith and appropriated in the year encumbered.. The original budget is amended to include the re-appropriations. Capital projects budgets do not lapse at year-end.
 10. **Performance Indicators and Productivity Indicators.** The annual budget, where possible, will utilize performance measures and productivity indicators.
- D. **BALANCED BUDGET.** The budget shall be balanced using a combination of current revenues and available funds. Current year operating expenses shall be funded with current year generated revenues. No budget shall be adopted unless the total of

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

- E. REPORTING. Periodic financial reports shall be prepared to enable the Department Heads to manage their budgets and to enable monitoring and control of the budget.
- F. CONTROL. Operating Expenditure Control is addressed in Section V of these Policies.
- G. CONTINGENT APPROPRIATION. The General Fund, Utility Fund, and Solid Waste Fund may have an adequate contingent appropriation. This contingent appropriation, titled "Reserve for Future Allocation", shall be disbursed only by transfer to another departmental appropriation. Transfers from this item shall be controlled as outlined in Section VI, D of these policies.
- H. EMPLOYEE BENEFITS. The City budget process shall include a review of employee benefits.
 - 1. Medical Insurance Fund - The Finance Committee shall review rates to be charged for employee and dependent coverage.
 - 2. Retirement Plan - The City is a member of the Texas Municipal Retirement System (TMRS). Employees working at least 1,000 hours per year shall contribute 7% to the TMRS plan. The City's match will be established according to TMRS rates for the benefit levels elected by the City. Any budgeted funds not spent can be deposited with TMRS to reduce the City's unfunded liability with Council's approval or will revert back to the unallocated monies in the appropriate fund.
 - 3. Workers Compensation Insurance - The City shall participate in the Texas Municipal League (TML) Workers Compensation Risk Pool. Rates for required coverage will be established by the Pool, adjusted for experience on an annual basis. Refunds that may be granted through the pool will be prorated between the City funds. Unspent monies will revert back to the appropriate fund.
 - 4. Social Security/Medicare - The City does not pay Social Security for employees. Medicare is paid for employees hired after March 31, 1986 or for those employees otherwise having access through the City.
 - 5. Recommendations for adjustments to the pay and classification system will be made annually in order to maintain external parity and internal equity. Recommendations will be built into the proposed basic budget.

IV. RESERVES/UNALLOCATED FUNDS

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

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

1. there are surplus balances remaining after all reserve and fund allocations are made; or
2. the City has made a rational analysis with justifying evidence that it has an adequate level of short and long-term resources.

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

D. CITY MANAGER'S AUTHORITY TO ASSIGN FUND BALANCE/UNALLOCATED RESERVES.

At times, the City may be in various planning stages of projects. Each project will undoubtedly have its own funding considerations and challenges. As a means of planning for projects and ensuring (when necessary and appropriate) the availability of Unallocated Reserves to pay for projects, the City Manager is hereby authorized to place certain Unallocated Reserves in each of the City's funds in "Assigned" status. The definition of the term Assigned is as follows: Assigned Unallocated Reserves includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed (as defined by GASB 54). When Unallocated Reserves are placed in the "Assigned" status, they are to be noted and reduced as part of the balance of Unallocated Reserves as calculated in the Fiscal and Budgetary Policies , Section IV, A. The City Manager may assign Unallocated Reserves under the following circumstances if the amount exceeds \$100,000:

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

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

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

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

- E. **SPECIAL REVENUE FUNDS.** Monies in the Special Revenue Funds shall be expended for their intended purposes, in accordance with an approved budget. There is no reserve requirement.
- F. **CAPITAL PROJECT FUNDS.** Monies in the Capital Projects Funds shall be expended in accordance with an approved budget. There is no reserve requirement.
- G. **INTERNAL SERVICE FUNDS.** Working capital in equipment replacement funds will vary to meet annual fluctuations in expenditures. Monies in the Internal Service Funds shall be expended for their intended purpose in conformance with the approved budget and approved replacement schedules. Additions to the Fleet or additional computer equipment will not be funded from replacement funds without council approval.
- H. **GENERAL OBLIGATION DEBT SERVICE FUND AND INTEREST ACCOUNTS.** Reserves in the General Obligation Debt Service Fund and Utility Fund's ~~s~~-Interest and Sinking accounts shall be maintained as required by outstanding bond indentures. Reduction of reserves for debt shall be done only with City Council approval after the Council has conferred with the City's financial advisor to ensure there is no violation of bond covenants.
- I. **DEBT COVERAGE RATIOS.** Debt Coverage Ratios shall be maintained as specified by the bond covenants.
- J. **MEDICAL INSURANCE FUND RESERVE.** A reserve shall be established in the City's Health Insurance Fund to avoid potential shortages. The reserve amount shall be 6 months of budgeted claims for Medical and Dental claims. Such reserve shall be used for no purpose other than for financing losses under the insurance program.
- K. The City shall contract for an actuarial review once every two years related to its OPEB liability for retiree medical insurance benefit, in accordance with Government Accounting Standard Board pronouncements.

V. REVENUE MANAGEMENT

- A. **CHARACTERISTICS OF THE REVENUE SYSTEM.** The City strives for the following optimum characteristics in its revenue system:
 1. **Simplicity and Certainty.** The City shall strive to keep the revenue classification system simple to promote understanding of the revenue sources. The City shall describe its revenue sources and enact consistent collection policies to provide assurances that the revenues are collected according to budgets and plans.

2. **Equity.** The City shall make every effort to maintain equity in its revenue system structure. The City shall minimize all forms of subsidization between entities, funds, services, utilities, and customers.
 3. **Realistic and Conservative Estimates.** Revenues are to be estimated realistically. Revenues of volatile nature shall be budgeted conservatively.
 4. **Centralized Reporting.** Receipts will be submitted daily to the Finance Department for deposit and investment. Daily transaction reports and supporting documentation will be prepared.
 5. **Review of Fees and Charges.** The City shall review all fees and charges annually in order to match fees and charges with the cost of providing that service.
 6. **Aggressive Collection Policy.** The City shall follow an aggressive policy of collecting revenues. Utility services will be discontinued (i.e. turned off) for non-payment in accordance with established policies and ordinances. The attorney responsible for delinquent tax collection, through the central collection agency, shall be encouraged to collect delinquent property taxes using an established tax suit policy and sale of real and personal property to satisfy non-payment of property taxes. A warrant officer will aggressively pursue outstanding warrants, and the Court will use a collection agency to pursue delinquent fines.
- B. **NON-RECURRING REVENUES.** One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues will be used only for one-time expenditures such as capital needs.
- C. **PROPERTY TAX REVENUES.** All real and business personal property located within the City shall be valued at 100% of the fair market value based on the appraisal supplied by the Walker County Appraisal District. Reappraisal and reassessment is as provided by the Appraisal District. Property tax rates shall be maintained at a rate adequate to fund an acceptable service level. Based upon taxable values, rates may be adjusted to fund this service level. Collection services shall be contracted out with a central collection agency, currently the Walker County Appraisal District.
- D. **INTEREST INCOME.** Interest earned from investment of available monies, whether pooled or not, shall be distributed to the funds in accordance with the equity balance of the fund from which monies were invested.
- E. **USER-BASED FEES AND SERVICE CHARGES.** For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset wholly or partially by a fee where possible. There shall be an annual review of fees and charges to ensure that the fees provide adequate coverage of costs of services. Full fee support for operations and debt service costs shall be required in the Proprietary Funds. Partial fee support shall be generated by charges for miscellaneous licenses and fines, sports programs, and from other parks, recreational, cultural activities, and youth programs.
- F. **UTILITY RATES.** The City shall review and adopt utility rates annually that generate revenues required to cover operating expenditures, meet the legal requirements of applicable bond covenants, and provide for an adequate level of working capital.

- G. **COST REIMBURSEMENTS TO THE GENERAL FUND.** The General Fund shall be reimbursed by other funds for a proportionate share of administrative costs. Documentation to support the transfer shall be presented to City Council as part of the budget process.
- H. **INTERGOVERNMENTAL REVENUES/GRANTS/SPECIAL REVENUES.** Grant revenues and other special revenues shall be spent for the purpose(s) intended. The City shall review grant match requirements and include in the budget all grant revenues and expenditures.
- I. **REVENUE MONITORING.** Revenues actually received are to be regularly compared to budgeted revenues.
- J. **REVENUE PROJECTIONS.** Each existing and potential revenue source shall be re-examined annually.

VI. EXPENDITURE CONTROL

- A. **APPROPRIATIONS.** The responsibility for budgetary control lies with the Department Head. Department Heads may not approve expenditures that exceed monies available at the object code level. Capital expenditures are approved by the City Council on a per project basis.
- B. **AMENDMENTS TO THE BUDGET.** In accordance with the City Charter, the City Council may transfer any unencumbered appropriated balance or portion thereof from any office, department, or agency to another at any time.
- C. **CITY MANAGER'S AUTHORITY TO AMEND BUDGET.**
 - 1. **Reserve for Future Allocation.** The City Manager may authorize transfers of \$100,000 or less from the budgeted Reserve for Future Allocation. For authorizations of \$50,000 or less, the City Manager will report the use of Reserve for Future Allocation as an informational item. For authorizations between \$50,001 and \$100,000, the City Manager shall provide written notice to the Council of his/her intent to authorize a transfer of Reserve for Future Allocation in excess of \$50,000 (but not more than \$100,000), and allow seven (7) business days to pass without a request by a Councilmember to place the proposed expenditure on a City Council meeting agenda for full City Council consideration.
 - 2. **Transfer Between Line Items.** The City Manager may, without prior City Council approval, authorize transfers between budget line items within a Fund with the exception that:
 - a) Transfers from Salary and Benefit accounts shall stay within the Salary and Benefits account classification/object code.
 - b) Savings from City Council approved capital purchases may not be spent for other than their intended purpose;
 - c) Additions to the Fleet and additional computer equipment may not be purchased from equipment replacement funds

3. **Capital Project Budgets.** The City Manager shall have the authority to transfer amounts between line items of a capital project budget and to transfer monies from a project's Contingency Reserve to fund change orders on the project. The City Manager, without prior Council approval, may approve a change order to a construction or engineering contract in an amount not to exceed \$100,000, as long as the cumulative total of all change orders to the project do not exceed the State allowed maximum of 25% of the original contract price.

- D. **PURCHASING.** All purchases shall be made in accordance with the Purchasing Procurement and Disposition Policies approved by the Finance Committee. Purchasing will review all bids before posting. The sealed bid requirement is \$100,000 if the anticipated bid is \$100,000 or greater. Purchases of \$100,000 and more in any one fiscal year from any one vendor whether a single purchase or separate or sequential purchases require city council approval. Purchases of less than \$100,000 from a single vendor added to purchases of less than \$100,000 from another vendor creating an asset of \$100,000 or more do not require Council approval. The following shows a summary of approval requirements for purchases.

APPROVAL REQUIREMENTS FOR PURCHASES

Dollar Figure	Supervisor Or Director Designee	Department Director	Purchasing Agent	City Manager	City Council
Less than \$5,000	✓				
\$5,000 to less than \$25,000 (Quotation Form and Purchase Order)	✓	✓	✓		
\$25,000 to less than \$100,000 (Purchase Order)	✓	✓	✓	✓	
\$100,000 or more		✓	✓	✓	✓

✓ Denotes signature approval

- E. **CONTRACTS.** The City Manager, or Mayor as authorized by Council, shall be the signature authority on contracts above \$20,000 pursuant to the approval requirement for purchases as outlines after review by the City Attorney and Finance Director.
- F. **PROMPT PAYMENT.** All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt, in accordance with the provisions of state law. Proper procedures shall be established that enables the City to take advantage of all purchase discounts, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

VII. CAPITAL IMPROVEMENTS PROGRAM AND THE CAPITAL BUDGET.

- A. **PROGRAM PLANNING.** The City shall develop and maintain a multi-year plan for capital improvements and make capital improvements in accordance with the approved plan. The Capital Improvements Program will be updated annually. The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The planning time frame for the capital improvements program will normally be five to ten years.
- B. **BUDGET PREPARATION.** The capital budget shall evolve from the Capital Improvements Program. Capital project expenditures must be appropriated in the capital budget. A funding source and resource availability shall be presented to the City Council at the time a project is presented for funding. The City's Capital Budget is to be prepared annually in conjunction with the operating budget on a fiscal year basis to ensure that capital and operating needs are balanced against each other. Projects approved for funding from the Capital Improvements Program will be included in the Capital Budget.
- C. **PROJECT LENGTH BUDGET.** A budget for a capital project shall be a project length budget. At the end of the fiscal year, the unspent budget of an approved capital project shall automatically carry forward to the subsequent fiscal year until the project is completed. At project end, funds shall be available for project reallocation or returned to the originating fund.
- D. **BUDGET AMENDMENT.** All budget amendments shall be in accordance with State law. City Manager authority to amend the budget is identified in Section VI - D.
- E. **FINANCING PROGRAMS.** Alternative financing sources will be explored. The term of the debt issue may not exceed the expected useful life of the asset.
- F. **REPORTING.** Periodic financial reports shall be prepared to enable the Department Heads to manage their capital budgets and to enable the Finance Department to monitor, report, and provide information about the capital budget.
- G. **EVALUATION CRITERIA.** Capital investments shall foster goals of economic vitality, neighborhood vitality, infrastructure preservation, provide service to areas lacking service and improve services in areas with deficient services. Evaluation criteria for selecting which capital assets and projects to include for funding shall include the following:
 - mandatory projects
 - efficiency improvement
 - policy area projects
 - project's expected useful life
 - availability of state/federal grants
 - prior commitments
 - maintenance projects
 - project provides a new service
 - extent of usage
 - effect of project on operation and maintenance costs
 - elimination of hazards

VIII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

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

B. AUDITING.

1. **Qualifications of the Auditor.** Section 11.16 of the City's Charter requires the City to be audited annually by independent accountants ("auditor"). The CPA firm must demonstrate that it has staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be licensed by the State of Texas.
2. **Responsibility of Auditor to City Council and Finance Committee.** The auditor is retained by and is accountable to the City Council. The auditor shall communicate directly with the Finance Committee as necessary to fulfill its legal and professional responsibilities. The auditor's report on the City's financial statements shall be completed within 120 days of the City's fiscal year end.
3. **Selection of Auditor.** The City shall request proposals for audit services at least once every three years. The City shall select the auditor by May 31, of each year. As required in Section 11.16 of the City Charter, the Auditor is appointed by the Mayor, with approval of the Council. The Certified Public Accountant shall have no personal interest, directly or indirectly, in the financial affairs of the City or any of its officers.
4. **Contract with Auditor.** The agreement between the independent auditor and the City shall be in form of a written contract. A time schedule for completion of the audit shall be included.
5. **Scope of Audit.** All general purpose statements, combining statements and individual fund and account group statements and schedules shall be subject to a full scope audit.
6. **Publication of Results of Audit.** As required by Section 11.16 of the City Charter, notice of the completion of the audit shall be published in a newspaper and copies placed in the office of the Director of Finance and the Huntsville Public Library. A copy will also be available in the office of the City Secretary.

C. FINANCIAL REPORTING.

1. **External Reporting.** As a part of the audit, the auditor shall assist with preparation of a written Annual Comprehensive Financial Report (ACFR) to be presented to the City Council. The ACFR shall be prepared in accordance with generally accepted accounting principles (GAAP) and shall be presented annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting.
2. **Availability of Reports.** The annual comprehensive financial report shall be made available to the elected officials, bond rating agencies, creditors and citizens.
3. **Internal Reporting.** The Finance Department shall prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs.

IX. INVESTMENTS AND CASH MANAGEMENT

- A. **DEPOSITORY BANK.** A Depository Bank shall be selected by the City Council for a five-year period, according to Local Government Code Chapter 105.017, and may be renewed in accordance with the Public Funds Investment Act. A request for proposal shall be used as the means of selecting a Depository Bank. The Depository Bank shall specifically outline safekeeping requirements.
- B. **DEPOSITING OF FUNDS.** The Finance Director shall promptly deposit all City funds with the Depository Bank in accordance with the provisions of the current Bank Depository Agreement and the City Council approved Investment Policies. Investments and reporting shall strictly adhere to the City Council approved Investment Policies.
- C. **INVESTMENT POLICY.** All funds shall be invested in accordance with the approved investment policy. Investment of City funds emphasizes preservation of principal. Objectives are, in order, safety, liquidity and yield. A procedures manual shall be approved by the Finance Committee.
- D. **MONTHLY REPORT.** A monthly cash and investment report shall be prepared.

X. ASSET MANAGEMENT

- A. **FIXED ASSETS AND INVENTORY.** A fixed asset of the City is defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, infrastructure addition, or addition to existing land, buildings, etc. A fixed asset's cost or value is \$5,000 or more, with an expected useful life greater than one year. Improvements and infrastructure values are \$25,000 or more in cost with a useful life or extension of five years.
- B. **MAINTENANCE OF PHYSICAL ASSETS.** The City will maintain its physical assets at a level adequate to protect the City's capital investment and minimize future maintenance and replacement costs. The budget will provide for the adequate maintenance and the orderly replacement of fixed assets.
- C. **OPERATIONAL PROCEDURES MANUAL.** Records shall be purged that do not meet the capitalization criteria and operational procedures shall be in accordance with a fixed asset records procedure manual.
- D. **SAFEGUARDING OF ASSETS.** The City's fixed assets will be reasonably safeguarded and properly accounted for. Responsibility for the safeguarding of the City's fixed assets lies with the Department Head in whose department the fixed asset is assigned.
- F. **MAINTENANCE OF RECORDS.** The Finance Department shall maintain the records of the City's fixed assets including description, cost, department of responsibility, date of acquisition and depreciation where applicable. Records of land and rights-of-way shall be maintained in the Planning & Development Department.

- G. **ANNUAL INVENTORY.** An annual inventory of assets shall be performed and accounted for by each department using guidelines established by the Finance Department. Such inventory shall be performed by the Department Head or the designated agent. The Department Head shall use a detailed listing and shall be responsible for a complete review of assigned fixed assets. A signed inventory list shall be returned to the Finance Department.
- G. **INFRASTRUCTURE MAINTENANCE.** The City recognizes that deferred maintenance increases future capital costs. Funds shall be included in the budget each year to maintain the quality of the City's infrastructure. Replacement schedules should be developed in order to anticipate this inevitable ongoing and obsolescence of infrastructure.
- H. **SCHEDULED REPLACEMENT OF ASSETS.** As part of the ongoing replacement of assets, the City has established Equipment Replacement Funds. These funds charge the user funds, based on the estimated replacement cost and estimated life of the equipment. The City maintains fleet and computer replacement funds.

XI. DEBT MANAGEMENT

- A. **DEBT ISSUANCE.** The City shall issue debt when the use of debt is appropriate and specifically approved by the City Council and expenditure of such monies shall be in strict accordance with the designated purpose.
- B. **ISSUANCE OF LONG-TERM DEBT.** The issuance of long-term debt is limited to use for capital improvements or projects that cannot be financed from current revenues or resources and future citizens will receive a benefit from the improvement. Debt may be issued for the purposes of purchasing land or rights-of-way and/or improvements to land, street improvements, or construction projects to provide for the general good. For purposes of this policy, current resources are defined as that portion of fund balance in excess of the required reserves. The payback period of the debt will be limited to the estimated useful life of the capital projects or improvements.
- C. The City shall strive to schedule debt issues to take advantage of the small issuer status designation in regard to Federal Arbitrage laws.
- D. **PAYMENT OF DEBT.** When the City utilizes long-term debt financing it will ensure that the debt is financed soundly by realistically projecting the revenue sources that will be used to pay the debt; and financing the improvement over a period not greater than the useful life of the improvement.
- E. **TYPES OF DEBT.**
 - 1. **General Obligation Bonds (G.O.'s).** General obligation bonds shall be used only to fund capital assets of the general government, and not used to fund operating needs of the City. General obligation bonds are backed by the full faith and credit of the City as well as the ad valorem tax authority of the City. The term of a bond issue shall not exceed the useful life of the asset(s) funded by the bond issue. General obligation bonds must be authorized by a vote of the citizens of the City of Huntsville.
 - 2. **Revenue Bonds (R.B.'s).** Revenue bonds shall be issued as determined by City Council to provide for the capital needs of any activities where the capital requirements

- are necessary for continuation or expansion of a service which produces revenue and for which the asset may reasonably be expected to provide for a revenue stream to fund the debt service requirements. The term of the obligation may not exceed the useful life of the asset(s) to be funded by the bond issue.
3. **Certificates of Obligation (C.O.'s).** Certificates of obligation may be used in order to fund capital assets. Debt service for C.O.'s may be either from general revenues or backed by a specific revenue stream or streams or by a combination of both. C.O.'s may be used to fund capital assets where full bond issues are not warranted as a result of the cost of the asset(s) to be funded through the instrument. Infrastructure and building needs may also be financed with Certificates of Obligation, after evaluation of financing alternatives by the City's Financial Advisor. The term of the obligation may not exceed the useful life of the asset(s) to be funded by the proceeds of the debt issue.
 4. **Tax Anticipation Notes.** Tax Anticipation Notes may be used to fund capital assets of the general government or to fund operating needs of the City. Tax Anticipation Notes are backed by the full faith and credit of the City as well as the ad valorem tax authority of the City. The term of a note issue shall not exceed the useful life of the asset(s) funded by the debt issued or seven years whichever is less.
 5. **Capital Lease.** Capital leases may be used to fund capital assets with shorter lives (generally less than 10 years) for vehicles, equipment and software. The term shall not exceed the useful life of the assets.
- F. **METHOD OF SALE.** The City shall use a competitive bidding process in the sale of bonds and certificates of obligation unless some other method is specifically agreed to by City Council.
 - G. **FINANCIAL ADVISOR.** The Finance Committee will recommend to the City Council a financial advisor to oversee all aspects of any bond issue.
 - H. **ANALYSIS OF FINANCING ALTERNATIVES.** Staff will explore alternatives to the issuance of debt for capital acquisitions and construction projects. These alternatives will include, but not be limited to, 1) grants in aid, 2) use of reserves, 3) use of current revenues, 4) contributions from developers and others, 5) leases, and 6) impact fees.
 - I. **DISCLOSURE.** Full disclosure of operations shall be made to the bond rating agencies and other users of financial information. The City staff, with the assistance of financial advisors and bond counsel, shall prepare the necessary materials for presentation to the rating agencies, and shall aid in the production of Offering Statements.
 - J. **DEBT STRUCTURING.** The City will generally issue debt for a term not to exceed 20 years. The City will exceed a 20-year term only upon recommendation of the City's Financial Advisor and in no case shall the term of the debt issue exceed the life of the asset acquired. The repayment schedule shall approximate level debt service unless operational matters dictate otherwise or if market conditions indicate a potential savings could result from modifying the level payment stream. Consideration of market factors, including tax-exempt qualification, and minimum tax alternatives will be given during the structuring of long-term debt instruments.
 - K. **FEDERAL REQUIREMENTS.** The City will maintain procedures to comply with arbitrage

rebate and other Federal requirements.

- L. **BIDDING PARAMETERS.** The notice of the sale of bonds will be carefully constructed so as to ensure the best possible bid for the City, in light of the existing market conditions and other prevailing factors. Parameters to be examined include:
- Limits between lowest and highest coupons
 - Coupon requirements relative to the yield curve
 - Method of underwriter compensation, discount or premium coupons
 - Use of bond insurance
 - Call provisions

XII. INTERNAL CONTROLS

- A. **WRITTEN PROCEDURES.** Wherever possible, written procedures shall be established and maintained by the Finance Department for all functions involving cash handling and/or accounting throughout the City. These procedures shall embrace the general concepts of fiscal responsibility set forth in this policy statement.
- B. **DEPARTMENT HEAD RESPONSIBILITIES.** Each Department Head is responsible to ensure that good internal controls are followed throughout the Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.
- C. **COMPUTER SYSTEM/DATA SECURITY.** The City shall provide security of its computer system and data files through physical security and appropriate backup procedures. A disaster recovery plan shall be developed by the Information Services Department. Computer systems shall be accessible only to authorized personnel.

XIII. RISK MANAGEMENT

- A. **RESPONSIBILITY.** A risk manager is responsible for the general risk liability insurance risk management function of the City. Recommendations for deductibles, limits of coverage, etc. shall be presented to the Finance Committee for review.
- B. **EMPLOYEE SAFETY.** The City will aggressively pursue opportunities to provide for employee safety. The goal will be to minimize the risk of loss, with an emphasis on regularly scheduled safety programs.
- C. **SELF INSURED HEALTH INSURANCE.** A detailed annual report shall be given to the Finance Committee that includes available funds, expected payouts in the plan, reinsurance costs and a rate recommendation. The presentation shall include a proposed budget for a period coinciding with the City's fiscal year.

XIV. ROLE OF THE FINANCE COMMITTEE OF CITY COUNCIL

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

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



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.e.

Agenda Item: First Reading - Consider authorizing the City Manager to award the construction contract for FY22-23 Tanyard Creek Lift Station Expansion and Force Main 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 a construction contract with Principal Services, Ltd and Principal Plant Services, Ltd. (sister company). in the amount of \$5,839,067.07 for the construction of the Tanyard Creek Lift Station Force Main Replacement and the Tanyard Creek Lift Station Improvements & Expansion.

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 existing Tanyard Creek Lift Station is to be improved and expanded to a firm capacity of 3.1 MGD based on the 2016 Water and Wastewater Condition and Capacity Assessment Study. The existing firm pumping capacity is 2.59 MGD. The expansion will have to be able to handle the wastewater flow from six upstream lift stations (Mallery Lake, Highway 190, Old Colony, Sims, Bearkat and Badger) which have already rerouted to the Tanyard Creek Lift Station. (See Attached Map 1)

The existing 8,500' of 10-inch Force Main in the area will also be replaced with 14-inch Force Main, in order to handle the increased capacity of the expanding Tanyard Creek Lift Station. (See Attached Map 2)

At this time, there are six (6) developments (Fishpond at Walker, ZincPoint, Fish Hatchery, Huntsville Tiny Homes, SHSU New Outdoor Tennis Facility, and Faith Family Church) waiting for the Tanyard Creek Lift Station and Force Main Projects to be in service.

City bid both projects simultaneously with the intent of awarding them to a single contractor. Engaging a single contractor for both projects will substantially reduce the City's exposure to risk, minimize potential scheduling conflicts, and enhance overall project efficiency. This consolidated approach will streamline communication, strengthen accountability, and prevent disputes between separate contractors, resulting in consistent quality, and a more efficient project closeout for the City.

The construction Bid was received on September 30, 2025. The EOR performed a comprehensive evaluation of the base, supplementary, allowance, and alternate bid items, as well as financial information and references for the project and recommended awarding the Tanyard Creek Lift Station Force Main Replacement and the Lift Station Improvements & Expansion to the Principal Services, and Principal Plant Services Ltd in the amount of \$5,839,067.07.

The detail summary and the results are listed as follows:

	Force Main Replacement	Lift Station	Total
Principal Services, Principal Plant Services	\$ 2,266,428.07	\$ 3,572,639.00	\$ 5,839,067.07
Doughtie Construction	\$ 2,260,845.00	\$ 3,666,442.00	\$ 5,927,287.00
Brazos Valley L4 LLC	\$ 2,119,497.00	No bid received	
T Construction, LLC	\$ 2,890,292.00	No bid received	
5-T Utilities, Inc	\$ 3,046,021.00	\$ 5,052,925.00	\$ 8,098,946.00
B-5 Construction Co., Inc	No bid received	\$ 3,782,655.00	
Horton Excavating, LLC	No bid received	\$ 4,097,470.00	

The low bidder for the Force Main project did not submit a bid for the Lift Station project, and the second-lowest bidder for the Force Main project was not the lowest bidder for the Lift Station Project.

A 15% construction contingency (\$875,860.06) will be added to the construction budget account based on the awarded contract amount due to the unknown condition in this area.

Previous Council Action: The City Council approved a total amount of \$299,975.00 for design of Lift Station on May 16, 2023.

The City Council approved a total amount of \$289,900.00 for design of Force Main on November 21, 2023.

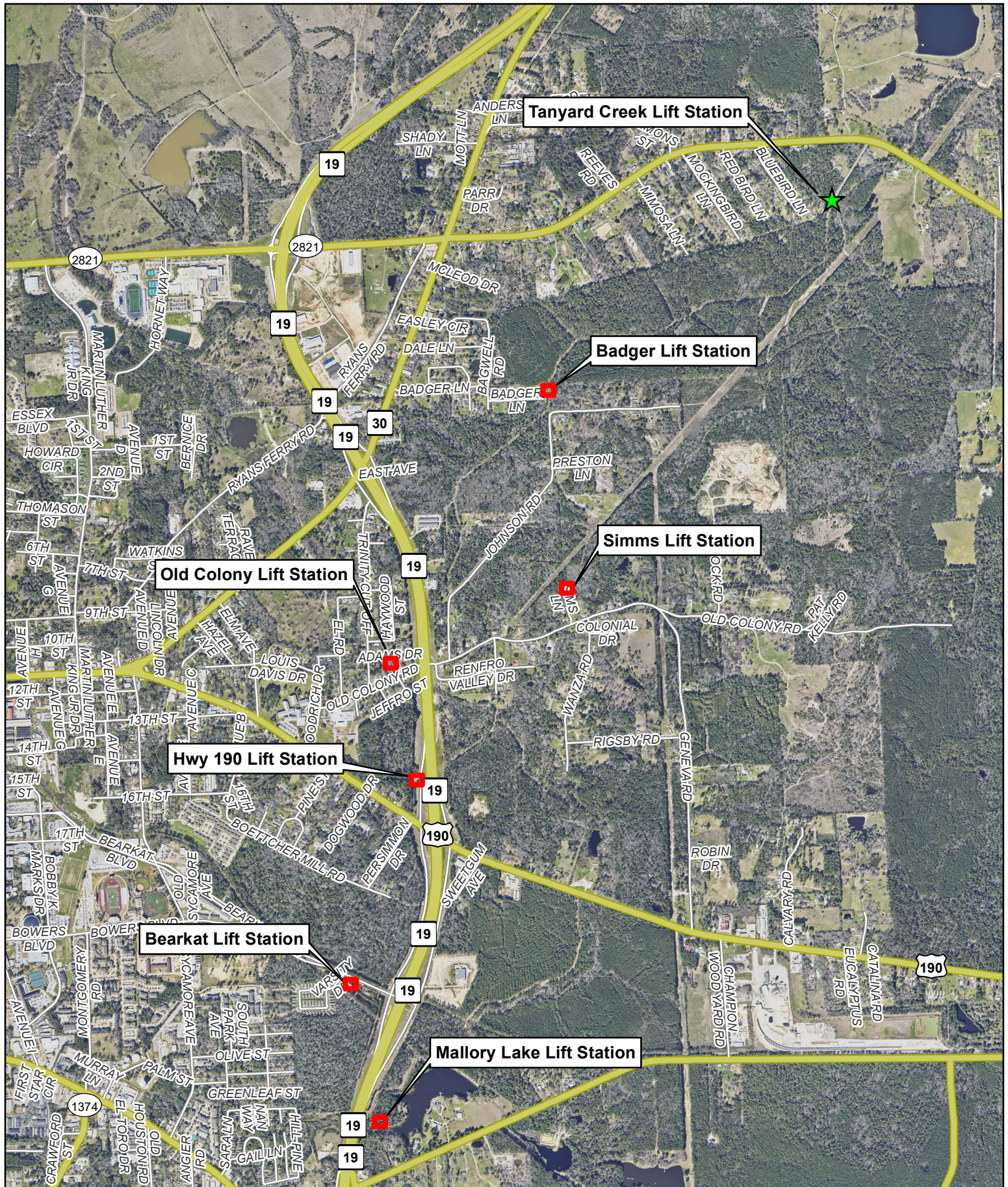
Financial Implications: Item is budgeted: In the amount of \$6,714,927.13 (Bond 2025 Package)

Approvals:

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

Associated Information:

1. Map 1 - Tanyard Creek Lift Station- abandoned LF
2. Map 2 - Proposed Replacement of 10-inch to 14-inch
3. Recommendation of Award (Bid Nos. 25-33 25-40) and Bid Tab



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

1 in = 2,000 ft

On 8.5 x 11 inch Print

0 950 1,900 3,800 Feet

On Any Print Size

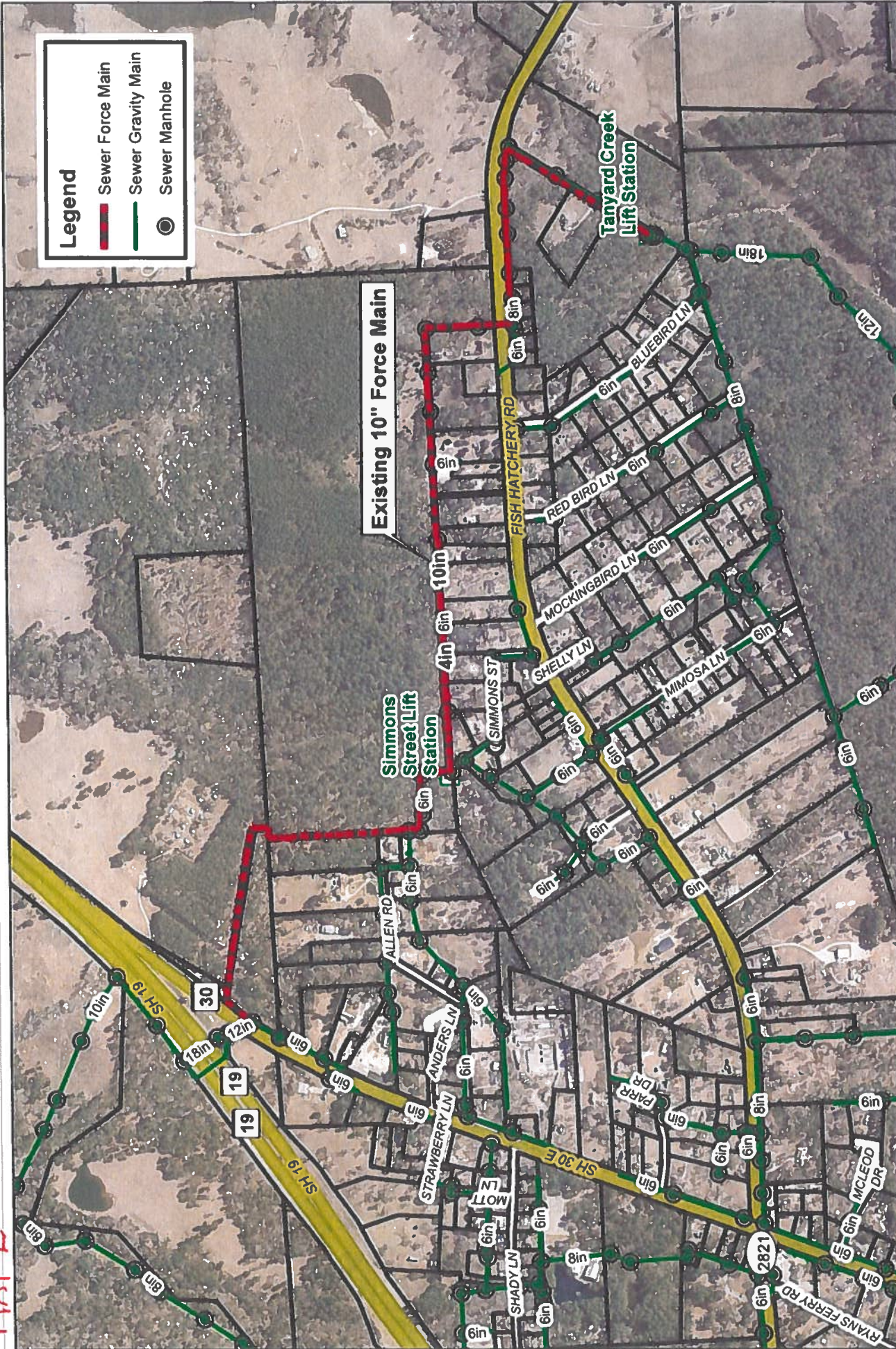
CREATED DATE: 7/31/2024

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

Abandoned Lift Stations Rerouted to Tanyard Creek Lift Station



MAP 2



Legend

Sewer Force Main

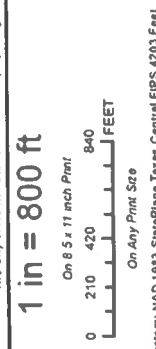
Sewer Gravity Main

Sewer Manhole

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/4330/City-Maps

CREATED DATE: 12/19/2022
 CITY SERVICE CENTER
 448 STATE HIGHWAY 75
 HUNTSVILLE, TX, 77320
 Map Created At:
www.huntsvilletx.gov/gis

CITY OF HUNTSVILLE, TX
 ENGINEERING DEPARTMENT / GIS DIVISION
**Proposed Replacement of 10" Force Main
 to 14" Force Main
 (8500 LF)**



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
 Service Layer Credits: City of Huntsville GIS Division

October 20, 2025

Dr. Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM
City of Huntsville
1212 Avenue M
Huntsville, Texas 77340

RE: Bid Tabulation and Recommendation of Award for Construction of
Project No.: 23-10-01.1, Bid No.: 25-33
Tanyard Creek Lift Station Force Main Replacement
LJA Project No. E243-0040

Project No.: 23-10-01, Bid No.: 25-40
Tanyard Creek Lift Station Improvements & Expansion
LJA Project No. E243-0030

Dr. Jeng-Bulloch,

Based on our comprehensive evaluation of the base, supplementary, allowance, and alternate bid items, as well as financial information and references for the referenced projects, we recommend awarding the Tanyard Creek Lift Station Force Main Replacement to Principal Services, Ltd. and the Tanyard Creek Lift Station Improvements & Expansion to Principal Plant Services, Ltd., its sister company. Engaging a single contractor for both projects will substantially reduce the City's exposure to risk, minimize potential scheduling conflicts, and enhance overall project efficiency. This consolidated approach will streamline communication, strengthen accountability, and prevent disputes between separate contractors, resulting in consistent quality, improved cost management, and a more efficient project closeout for the City.

The City of Huntsville bid both projects simultaneously with the intent of awarding them to a single contractor. The low bidder for the Force Main project did not submit a bid for the Lift Station project, and the second-lowest bidder for the Force Main project was not the lowest bidder for the Lift Station project. Awarding both projects to one contractor, rather than two separate contractors, results in an approximate 2.6% increase in total construction cost. However, when factoring in the added value, reduced risk, and improved project coordination associated with utilizing a single contractor, the overall benefit to the City clearly outweighs this minor cost difference.

Bids for construction of the Tanyard Creek Lift Station Force Main Replacement project were received on September 30, 2025, at 2:00 P.M. at the City of Huntsville Service Center located at 448 State Highway 75 North, Huntsville, TX 77320, and subsequently read in public. Five (5) contracting firms submitted bids for the project. No mathematical errors were found in their bids.

The bidders from low to high and the correct total amounts bid for the Base Bid and Supplementary Bid Items are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Brazos Valley L4 LLC	North Zulch, TX	\$2,119,497.00
Doughtie Construction Co., Inc.	Huntsville, TX	\$2,260,845.00
Principal Services, Ltd.	Cleveland, TX	\$2,266,428.07
T Construction, LLC	Houston, TX	\$2,890,292.00
5-T Utilities, Inc.	Huntsville, TX	\$3,046,021.00

Bids for construction of the Tanyard Creek Lift Station Improvements & Expansion project were received on September 30, 2025, at 2:30 P.M. at the City of Huntsville Service Center located at 448 State Highway 75 North, Huntsville, Texas 77320, and subsequently read in public. Five (5) contracting firms submitted bids for the project. Multiple mathematical errors were found throughout the bids, were corrected per the rules established in Contract, and are highlighted on the attached bid tab. These errors did not change the final results.

Mathematical corrections included the following:

- Principal Plant Services, Ltd.:
 - Corrections to Total of Base Bid Items
 - Correction value of Alternate Bid Item A-2 based upon the value of Bid Item No. 10
 - Corrections to Total Construction Bid
- Doughtie Construction, Inc.:
 - Correction value of Alternate Bid Item A-2 based upon the value of Bid Item No. 10
 - Correction value of Alternate Bid Item A-6 based upon the value of Bid Item No. 12
 - Corrections to Alternate Bid Item Total
 - Corrections to Total Construction Bid
- B-5 Construction Co., Inc.:
 - Corrections to Total Price of Bid Item on Base Bid Numbers 26-28
 - Corrections to Total of Base Bid Items
 - Corrections to Total Price per Bid Item on Alternate Bid Item Number A-5
 - Corrections to Alternate Bid Item Total
 - Corrections to Total Construction Bid
- Horton Excavating, LLC
 - Correction value of Alternate Bid Item A-4 based upon the value of Bid Item No. 11
 - Correction value of Alternate Bid Item A-6 based upon the value of Bid Item No. 12
 - Corrections to Total Price per Bid Item on Alternate Bid Item Number A-8
 - Corrections to Alternate Bid Item Total
 - Corrections to Total Construction Bid
- 5-T Utilities, Inc.
 - Corrections to Total of Base Bid Items
 - Corrections to Total Construction Bid

The bidders from low to high and the correct total amounts bid for the Base Bid, Supplementary Bid, Allowance, and Alternate Bid "A" Items are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Principal Plant Services, Ltd.	Cleveland, TX	\$3,572,639.00
Doughtie Construction Co., Inc.	Huntsville, TX	\$3,666,442.00
B-5 Construction Co., Inc.	Magnolia, TX	\$3,782,655.00
Horton Excavating, LLC	Pollok, TX	\$4,097,470.00
5-T Utilities, Inc.	Huntsville, TX	\$5,052,925.00

A copy of each Bid Tabulation is attached. The bidding documents of all bidders were examined and found to be in order.

If you have any questions or need additional information, please contact me at 713-657-6013.

Sincerely,



Jimmy Flowers, P.E.
Vice President

Attachments

cc: Carrie A. Wells, Sr. Project Analyst, City of Huntsville
Aimee Edwards, P.E., LJA
Les Dodson, LJA
Construction File 16.6

Bid Tabulation For: Construction of **Tanyard Creek Lift Station Force Main Replacement**
Project No.: 23-10-01.1, Bid No.: 25-33
To Serve City of Huntsville

Bid Opening Date: September 30, 2025
Bid Opening Location: City of Huntsville Service Center
448 State Highway 75 North
Huntsville, Texas 77320

Tabulation By: Daisy Trenado
Tabulation Date: October 7, 2025
LJA Project No. E243-0040

Bidder's Name: Total Bid Amount for Base Bid and Supplementary Items:

1) Brazos Valley L4 LLC	\$2,119,497.00
2) Doughtie Construction Co., Inc.	\$2,260,845.00
3) Principal Services, Ltd.	\$2,266,428.07
4) T Construction, LLC	\$2,890,292.00
5) 5-T Utilities, Inc	\$3,046,021.00

Calendar Days - 210



10/9/2025

I, Aimee Edwards, P.E., hereby certify these bid tabulations to be true and correct.

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Force Main Replacement Project No.: 23-10-01.1, Bid No.: 25-33 LJA Project No. E243-0040 FRN F-1386				Brazos Valley L4 LLC 2991 Clark Road North Zulch, Texas 77872 Michael Long 936-870-5811 brazosvalleyl4llc@gmail.com		Doughtie Construction Co., Inc. PO Box 1233 Huntsville, TX 77342 Tony Doughtie 936-295-9420 doughtieco@yahoo.com		Principal Services, Ltd. 27080 Mandell Road Cleveland, Tx 77328 Kevin Burns 832-480-5447 kburns@principaltx.com		T Construction, LLC 12601 Mcnair Street Houston, TX 77015 Juan Ramon Torres 832-582-8420 lojeda@tconstructionllc.com		5-T Utilities, Inc PO Box 1318 Huntsville, TX 77342 Rodney Twardeski 936-439-4840 rt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS												
1	Mobilization, Temporary Facilities and Controls, Complete in Place	1	LS	\$200,000.00	\$200,000.00	\$64,200.00	\$64,200.00	\$50,559.07	\$50,559.07	\$110,000.00	\$110,000.00	\$30,000.00	\$30,000.00
2	Traffic Control, Complete in Place	8	MO	\$1,000.00	\$8,000.00	\$2,000.00	\$16,000.00	\$500.00	\$4,000.00	\$12,000.00	\$96,000.00	\$4,500.00	\$36,000.00
3	Miscellaneous Site Work Including Clearing, Grubbing, Final Grading, Hydromulch Seeding, SWPPP, and SWPPP Implementation, Complete in Place	1	LS	\$100,000.00	\$100,000.00	\$37,350.00	\$37,350.00	\$165,926.00	\$165,926.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00
4	Reinforced Filter Fabric Barrier, Complete in Place	10,120	LF	\$5.00	\$50,600.00	\$3.00	\$30,360.00	\$1.80	\$18,216.00	\$1.85	\$18,722.00	\$8.00	\$80,960.00
5	Stabilized Construction Access, Complete in Place	500	CY	\$50.00	\$25,000.00	\$75.00	\$37,500.00	\$31.00	\$15,500.00	\$29.00	\$14,500.00	\$80.00	\$40,000.00
6	Project Sign, Complete in Place	2	EA	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00	\$2,935.00	\$5,870.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
7	Remove and Dispose Existing Manhole, all Sizes and Depths, Complete in Place	1	EA	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	\$2,593.00	\$2,593.00	\$3,750.00	\$3,750.00	\$4,500.00	\$4,500.00
8	Furnish and Install Pre-Cast and Coated Concrete Manhole Including Excavation, Bedding, Backfill, Base, Piping, and Connect Existing 6-inch Sanitary Line to Proposed Manhole, Complete in Place	1	EA	\$10,000.00	\$10,000.00	\$10,200.00	\$10,200.00	\$24,998.00	\$24,998.00	\$25,450.00	\$25,450.00	\$8,927.00	\$8,927.00
9	Furnish and Install Pre-Cast and Coated Concrete Manhole Including Excavation, Bedding, Backfill, Base, and all Appurtenances, Complete in Place	1	EA	\$15,000.00	\$15,000.00	\$8,050.00	\$8,050.00	\$4,886.00	\$4,886.00	\$20,500.00	\$20,500.00	\$8,927.00	\$8,927.00
10	Furnish and Install Polymer Concrete Manhole Including Excavation, Bedding, Backfill, Base, and all Appurtenances, Complete in Place	3	EA	\$35,000.00	\$105,000.00	\$45,685.00	\$137,055.00	\$35,455.00	\$106,365.00	\$23,500.00	\$70,500.00	\$37,130.00	\$111,390.00
11	Furnish and Install Drop Connection on Proposed Manhole, Including Excavation, Bedding, Backfill, Base, and all Appurtenances, Complete in Place	4	EA	\$7,000.00	\$28,000.00	\$6,750.00	\$27,000.00	\$9,473.00	\$37,892.00	\$9,500.00	\$38,000.00	\$20,425.00	\$81,700.00
12	Cut & Plug Existing 10-inch Force Main, Complete in Place with All Associated Appurtenances	7	EA	\$2,000.00	\$14,000.00	\$1,200.00	\$8,400.00	\$1,656.00	\$11,592.00	\$5,600.00	\$39,200.00	\$3,100.00	\$21,700.00
13	Abandon in Place Existing 10-inch Force Main, Including Flowable Fill, Complete in Place with All Associated Appurtenances	8,040	LF	\$15.00	\$120,600.00	\$12.00	\$96,480.00	\$16.00	\$128,640.00	\$8.00	\$64,320.00	\$22.00	\$176,880.00
14	Abandon in Place Existing 12-inch Sanitary Sewer, Including Flowable Fill and Plugging Both Ends, Complete in Place with All Associated Appurtenances	80	LF	\$20.00	\$1,600.00	\$24.00	\$1,920.00	\$22.00	\$1,760.00	\$65.00	\$5,200.00	\$75.00	\$6,000.00
15	Remove and Dispose Existing 10-inch Force Main from within TxDOT Right-of-Way (All Depths), Complete in Place	260	LF	\$50.00	\$13,000.00	\$35.00	\$9,100.00	\$21.00	\$5,460.00	\$48.00	\$12,480.00	\$56.00	\$14,560.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Force Main Replacement Project No.: 23-10-01.1, Bid No.: 25-33 LJA Project No. E243-0040 FRN F-1386				Brazos Valley L4 LLC 2991 Clark Road North Zulch, Texas 77872 Michael Long 936-870-5811 brazosvalleyl4llc@gmail.com		Doughtie Construction Co., Inc. PO Box 1233 Huntsville, TX 77342 Tony Doughtie 936-295-9420 doughtieco@yahoo.com		Principal Services, Ltd. 27080 Mandell Road Cleveland, Tx 77328 Kevin Burns 832-480-5447 kburns@principaltx.com		T Construction, LLC 12601 Mcnair Street Houston, TX 77015 Juan Ramon Torres 832-582-8420 lojeda@tconstructionllc.com		5-T Utilities, Inc PO Box 1318 Huntsville, TX 77342 Rodney Twardeski 936-439-4840 rt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
16	Remove and Dispose Existing 12-inch Sanitary Sewer from within TxDOT Right-of-Way (All Depths), Complete in Place	90	LF	\$50.00	\$4,500.00	\$55.00	\$4,950.00	\$44.00	\$3,960.00	\$59.00	\$5,310.00	\$70.00	\$6,300.00
17	Remove and Dispose Existing 10-inch Force Main and Encasement from within Channel Right-of-Way (All Depths, All Sizes), Complete in Place	90	LF	\$100.00	\$9,000.00	\$55.00	\$4,950.00	\$44.00	\$3,960.00	\$98.00	\$8,820.00	\$150.00	\$13,500.00
18	Remove and Dispose Existing Air Release Valve and Service Manhole, All Depths, Complete in Place	6	EA	\$1,000.00	\$6,000.00	\$950.00	\$5,700.00	\$522.00	\$3,132.00	\$2,400.00	\$14,400.00	\$3,500.00	\$21,000.00
19	Connect Proposed 18-inch Sanitary Sewer to Existing Manhole, including manhole plug and All Associated Appurtenances, Complete in Place	1	EA	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$632.00	\$632.00	\$8,000.00	\$8,000.00	\$8,750.00	\$8,750.00
20	Furnish and Install 14-inch Force Main by Open Cut Construction, Including Excavation, Bedding, Backfill, Fittings, Complete in Place with All Associated Appurtenances	6,570	LF	\$75.00	\$492,750.00	\$94.00	\$617,580.00	\$132.00	\$867,240.00	\$180.00	\$1,182,600.00	\$138.00	\$906,660.00
21	Furnish and Install 14-inch Force Main by Trenchless Construction, Including Fittings, Complete in Place with All Associated Appurtenances	1,060	LF	\$291.00	\$308,460.00	\$325.00	\$344,500.00	\$197.00	\$208,820.00	\$190.00	\$201,400.00	\$179.00	\$189,740.00
22	Furnish and Install 14-inch Force Main in 30-inch Steel Casing by Trenchless Construction, Including Fittings, Complete in Place with All Associated Appurtenances	125	LF	\$600.00	\$75,000.00	\$885.00	\$110,625.00	\$770.00	\$96,250.00	\$765.00	\$95,625.00	\$660.00	\$82,500.00
23	Furnish and Install 8-inch Sanitary Sewer by Open Cut Construction, Including Excavation, Bedding, Backfill, Fittings, Complete in Place with All Associated Appurtenances	100	LF	\$80.00	\$8,000.00	\$65.00	\$6,500.00	\$51.00	\$5,100.00	\$145.00	\$14,500.00	\$48.00	\$4,800.00
24	Furnish and Install 18-inch Sanitary Sewer by Open Cut Construction, Including Excavation, Bedding, Backfill, Fittings, Complete in Place with All Associated Appurtenances	490	LF	\$80.00	\$39,200.00	\$165.00	\$80,850.00	\$84.00	\$41,160.00	\$250.00	\$122,500.00	\$137.00	\$67,130.00
25	Furnish and Install 18-inch Sanitary Sewer in 36-inch Steel Casing by Trenchless Construction, Including Fittings, Complete in Place with All Associated Appurtenances	125	LF	\$600.00	\$75,000.00	\$1,010.00	\$126,250.00	\$708.00	\$88,500.00	\$885.00	\$110,625.00	\$690.00	\$86,250.00
26	Furnish and Install 4-Inch Sanitary Sewer Stub-out for Future Connection, Including Excavation, Bedding, Backfill, Fittings, Complete in Place with All Associated Appurtenances	1	EA	\$10,000.00	\$10,000.00	\$750.00	\$750.00	\$362.00	\$362.00	\$1,900.00	\$1,900.00	\$3,250.00	\$3,250.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Force Main Replacement Project No.: 23-10-01.1, Bid No.: 25-33 LJA Project No. E243-0040 FRN F-1386				Brazos Valley L4 LLC 2991 Clark Road North Zulch, Texas 77872 Michael Long 936-870-5811 brazosvalleyl4llc@gmail.com		Doughtie Construction Co., Inc. PO Box 1233 Huntsville, TX 77342 Tony Doughtie 936-295-9420 doughtieco@yahoo.com		Principal Services, Ltd. 27080 Mandell Road Cleveland, Tx 77328 Kevin Burns 832-480-5447 kburns@principaltx.com		T Construction, LLC 12601 Mcnair Street Houston, TX 77015 Juan Ramon Torres 832-582-8420 lojeda@tconstructionllc.com		5-T Utilities, Inc PO Box 1318 Huntsville, TX 77342 Rodney Twardeski 936-439-4840 rt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
27	Furnish and Install Air Release Valve Assembly (all sizes) with Service Manhole, All Depths, Complete in Place with All Associated Appurtenances	6	EA	\$35,000.00	\$210,000.00	\$42,955.00	\$257,730.00	\$32,148.00	\$192,888.00	\$32,000.00	\$192,000.00	\$36,795.00	\$220,770.00
28	Connection to Existing 14-Inch Force Main at Lift Station Site, Including Removal of 14-Inch Plug & Clamp, Complete in Place with All Associated Appurtenances	1	EA	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$3,612.00	\$3,612.00	\$11,300.00	\$11,300.00	\$6,252.00	\$6,252.00
29	Trench Safety Including Trench Safety Plan and All Necessary Shoring, Complete in Place	7,160	LF	\$1.00	\$7,160.00	\$2.00	\$14,320.00	\$1.00	\$7,160.00	\$3.00	\$21,480.00	\$10.00	\$71,600.00
30	Remove and Dispose of Driveway Pavement (All Types & Depths), Including Base, Complete in Place	120	SY	\$20.85	\$2,502.00	\$40.00	\$4,800.00	\$26.00	\$3,120.00	\$43.00	\$5,160.00	\$80.00	\$9,600.00
31	Furnish and Install Driveway Pavement (All Depths), Including Base (All Types & Thicknesses), and 3-inch Asphalt Surface, Complete in Place	120	SY	\$100.00	\$12,000.00	\$155.00	\$18,600.00	\$176.00	\$21,120.00	\$220.00	\$26,400.00	\$160.00	\$19,200.00
32	Remove and Replace 24-Inch CMP Culvert by Open Cut Construction, Including Excavation, Bedding, Backfill, Fittings, Complete in Place with All Associated Appurtenances	35	LF	\$200.00	\$7,000.00	\$140.00	\$4,900.00	\$186.00	\$6,510.00	\$345.00	\$12,075.00	\$125.00	\$4,375.00
33	Furnish, Install, and Remove Temporary Pavement (All Types & Depths), Including Base, Complete in Place	630	SY	\$50.00	\$31,500.00	\$45.00	\$28,350.00	\$49.00	\$30,870.00	\$165.00	\$103,950.00	\$85.00	\$53,550.00
34	Furnish and Install Gravel Driveway Pavement (All Depths), Including Base (All Types & Thicknesses), Complete in Place	1,375	SY	\$25.00	\$34,375.00	\$35.00	\$48,125.00	\$49.00	\$67,375.00	\$85.00	\$116,875.00	\$175.00	\$240,625.00
35	Restore Existing Roadside Drainage Ditches, Complete in Place	2,350	LF	\$5.00	\$11,750.00	\$12.00	\$28,200.00	\$4.00	\$9,400.00	\$25.00	\$58,750.00	\$75.50	\$177,425.00
SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 35				\$2,054,997.00		\$2,205,045.00		\$2,245,428.07		\$2,869,292.00		\$2,859,821.00	

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Force Main Replacement Project No.: 23-10-01.1, Bid No.: 25-33 LJA Project No. E243-0040 FRN F-1386				Brazos Valley L4 LLC 2991 Clark Road North Zulch, Texas 77872 Michael Long 936-870-5811 brazosvalleyl4llc@gmail.com		Doughtie Construction Co., Inc. PO Box 1233 Huntsville, TX 77342 Tony Doughtie 936-295-9420 doughtieco@yahoo.com		Principal Services, Ltd. 27080 Mandell Road Cleveland, Tx 77328 Kevin Burns 832-480-5447 kburns@principaltx.com		T Construction, LLC 12601 Mcnair Street Houston, TX 77015 Juan Ramon Torres 832-582-8420 lojeda@tconstructionllc.com		5-T Utilities, Inc PO Box 1318 Huntsville, TX 77342 Rodney Twardeski 936-439-4840 rrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	SUPPLEMENTARY ITEMS												
36	"Extra" Bedding and Backfill for Wet Sand Construction	500	CY	\$50.00	\$25,000.00	\$20.00	\$10,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$165.00	\$82,500.00
37	"Extra" Bank Sand	100	CY	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$160.00	\$16,000.00
38	"Extra" Crushed Limestone	50	CY	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$125.00	\$6,250.00
39	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	40	TON	\$100.00	\$4,000.00	\$45.00	\$1,800.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$225.00	\$9,000.00
40	"Extra" Class A Concrete	30	CY	\$150.00	\$4,500.00	\$250.00	\$7,500.00	\$100.00	\$3,000.00	\$100.00	\$3,000.00	\$165.00	\$4,950.00
41	"Extra" Reinforcing Steel	500	LB	\$5.00	\$2,500.00	\$7.00	\$3,500.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$10.00	\$5,000.00
42	"Extra" Crushed Concrete, 1" to 2" Gradation	500	TON	\$50.00	\$25,000.00	\$55.00	\$27,500.00	\$18.00	\$9,000.00	\$18.00	\$9,000.00	\$125.00	\$62,500.00
	SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS 36 - 42				\$64,500.00		\$55,800.00		\$21,000.00		\$21,000.00		\$186,200.00

SUMMARY OF BID

BASE BID ITEMS	ITEMS 1 - 35	<u>\$2,054,997.00</u>	<u>\$2,205,045.00</u>	<u>\$2,245,428.07</u>	<u>\$2,869,292.00</u>	<u>\$2,859,821.00</u>
SUPPLEMENTARY BID ITEMS	ITEMS 36 - 42	<u>\$64,500.00</u>	<u>\$55,800.00</u>	<u>\$21,000.00</u>	<u>\$21,000.00</u>	<u>\$186,200.00</u>
TOTAL BASE BID AND SUPPLEMENTARY BID ITEMS	ITEMS 1 - 42	<u>\$2,119,497.00</u>	<u>\$2,260,845.00</u>	<u>\$2,266,428.07</u>	<u>\$2,890,292.00</u>	<u>\$3,046,021.00</u>

Bid Tabulation For: Construction of **Tanyard Creek Lift Station Improvements & Expansion**
Project No.: 23-10-01, Bid No.: 25-40
To Serve City of Huntsville

Bid Opening Date: September 30, 2025
Bid Opening Location: City of Huntsville Service Center
448 State Highway 75 North
Huntsville, Texas 77320

Tabulation By: Tammy Endres
Tabulation Date: October 7, 2025
LJA Project No. E243-0030

Bidder's Name: Total Bid Amount for the Base Bid, Supplementary Bid,
Allowance Bid, and Alternate Bid Items :

- | | |
|------------------------------------|------------------|
| 1) Principal Plant Services, Ltd. | * \$3,572,639.00 |
| 2) Doughtie Construction Co., Inc. | * \$3,666,442.00 |
| 3) B-5 Construction Co., Inc. | * \$3,782,655.00 |
| 4) Horton Excavating, LLC | * \$4,097,470.00 |
| 5) 5-T Utilities, Inc. | * \$5,052,925.00 |

Calendar Days - 300



10/9/2025

I, Aimee Edwards, P.E., hereby certify these bid tabulations to be true and correct.

*Mathematical Error

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS												
1	Mobilization (Shall Not Exceed 3% of Overall Bid), Insurance, Bonding, Temporary Facilities and Controls, Including Schedule of Values, Trench Safety Program, Construction Schedule, Pre-construction Photographs, Obtaining Permits, Installation, Maintenance, and Removal of Project Sign. COMPLETE IN PLACE	1	LS	\$83,270.00	\$83,270.00	\$108,335.00	\$108,335.00	\$96,005.00	\$96,005.00	\$170,000.00	\$170,000.00	\$119,000.00	\$119,000.00
2	Existing Lift Station - Site Demolition, Including the Removal of the Existing Generator and Foundation, Existing Electrical Components, Existing Mechanical Equipment, Existing Yard Piping, Existing Asphalt, Concrete, and Gravel Pavement, Existing Fence, and Demolition, Abandonment, and Backfilling of Existing Sanitary Lift Station, Phased in Such a Way as to Allow the Owner Continued Use of the Existing Lift Station Throughout Construction, COMPLETE IN PLACE	1	LS	\$51,024.00	\$51,024.00	\$65,000.00	\$65,000.00	\$154,893.00	\$154,893.00	\$95,000.00	\$95,000.00	\$220,000.00	\$220,000.00
3	Miscellaneous Site Work Including Including But Not Limited to Site Grading, Site Drainage, Crushed Concrete, and Pipe Bollards, all Accessories Shown on Plans and Outlined in Specifications, and all Appurtenances, COMPLETE IN PLACE	1	LS	\$45,715.00	\$45,715.00	\$51,250.00	\$51,250.00	\$54,759.00	\$54,759.00	\$128,000.00	\$128,000.00	\$200,000.00	\$200,000.00
4	Lift Station - Concrete Wet Well, 14-ft Inside Diameter, and Concrete Valve Pad, Including Access Hatches, Vent, Well Point Dewatering, Control of Ground Water and Surface Water During Construction, all Accessories Shown on Plans and Outlined in Specifications, all Appurtenances, and All Other Items Not Contained within a Separate Bid Item, COMPLETE IN PLACE	1	LS	\$779,693.00	\$779,693.00	\$825,000.00	\$825,000.00	\$759,211.00	\$759,211.00	\$1,117,000.00	\$1,117,000.00	\$500,000.00	\$500,000.00
5	Submersible Sewage Pumps (Chopper), Minimum Efficiency of 64%, Three Pumps with Minimum Firm Capacity of 2,155 GPM at 145-feet TDH with Two Pumps in Operation, Including Discharge Elbows, Guide Rail System, All Accessories Shown on Plans and Outlined in Specifications, with All Associated Appurtenances for a Complete Installation of the Proposed Pumps, COMPLETE IN PLACE	1	LS	\$515,230.00	\$515,230.00	\$567,000.00	\$567,000.00	\$538,931.00	\$538,931.00	\$530,000.00	\$530,000.00	\$595,000.00	\$595,000.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rtrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
6	Valve Pad Piping, Wet Well Piping, and Yard Piping, Including All Valves Not Specifically Included in Other Bid Items, Fittings, Supports, Connections, All Accessories Shown on Drawings, and All Associated Appurtenances, COMPLETE IN PLACE	1	LS	\$317,417.00	\$317,417.00	\$341,255.00	\$341,255.00	\$396,810.00	\$396,810.00	\$300,000.00	\$300,000.00	\$335,575.00	\$335,575.00
7	Electromagnetic Flow Meter on Proposed 14-inch Discharge Header, COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$15,086.00	\$15,086.00	\$17,650.00	\$17,650.00	\$15,835.00	\$15,835.00	\$13,500.00	\$13,500.00	\$80,000.00	\$80,000.00
8	6-Inch Sewage Surge Relief Valve on Proposed 14-inch Discharge Header, Including Drain Line Connection to Lift Station, COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$19,513.00	\$19,513.00	\$13,250.00	\$13,250.00	\$17,784.00	\$17,784.00	\$15,000.00	\$15,000.00	\$38,000.00	\$38,000.00
9	Cast-in-Place Concrete Slabs for Generator, Electrical Equipment, Control Panel, Discharge Header, and Crane Lifting System, Including Excavation, Bedding, Subgrade Preparation and Reinforcing, COMPLETE IN PLACE with All Associated Appurtenances	1	LS	\$83,222.00	\$83,222.00	\$100,775.00	\$100,775.00	\$203,679.00	\$203,679.00	\$91,000.00	\$91,000.00	\$320,000.00	\$320,000.00
10	400kW Diesel Generator w/Sound Attenuated Enclosure, 48hr Fuel Tank, Installation, Testing, Fuel, and Startup Services, COMPLETE IN PLACE with All Associated Appurtenances	1	LS	\$158,426.00	\$158,426.00	\$254,228.00	\$254,228.00	\$157,024.00	\$157,024.00	\$224,000.00	\$224,000.00	\$480,000.00	\$480,000.00
11	Generator Elevated Steel Walkway (Two Sides), COMPLETE IN PLACE with All Associated Appurtenances	1	LS	\$29,604.00	\$29,604.00	\$42,805.00	\$42,805.00	\$34,138.00	\$34,138.00	\$31,000.00	\$31,000.00	\$90,000.00	\$90,000.00
12	2-Ton Jib Crane with 5Hp Lifting Motor and a 1Hp Traversing Motor (ALL COMPONENTS MUST BE SUITABLE FOR OUTDOOR INSTALLATION), COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$137,618.00	\$137,618.00	\$159,225.00	\$159,225.00	\$145,133.00	\$145,133.00	\$100,000.00	\$100,000.00	\$159,000.00	\$159,000.00
13	Provide and Install Electrical Equipment Including, but Not Limited to, Lift Station Control Panel, Pump Terminal Boxes, Floodlight Pole, Service Structure, Main Breaker, Automatic Transfer Switch, Conduit, Wire, Installation of SCADA Control Panel, Coordination with Electric Company for New Service and Demolition of Old Service, Vendor Supplied Equipment and All Ancillary Devices as Shown on Construction Drawings, COMPLETE IN PLACE	1	LS	\$174,281.00	\$174,281.00	\$220,995.00	\$220,995.00	\$198,526.00	\$198,526.00	\$215,000.00	\$215,000.00	\$280,000.00	\$280,000.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rtrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
14	4-Inch Thick Crushed Concrete Access Driveway and Site Coverage, Including 8-Inch Cement Stabilized Sand Subgrade Site Coverage, and All Associated Appurtenances, COMPLETE IN PLACE	970	SY	\$48.00	\$46,560.00	\$69.00	\$66,930.00	\$62.00	\$60,140.00	\$66.00	\$64,020.00	\$40.00	\$38,800.00
15	10-Foot Tall, Solid Vinyl Privacy Fencing, Including Posts, Footings, and All Appurtenances, COMPLETE IN PLACE	370	LF	\$226.00	\$83,620.00	\$315.00	\$116,550.00	\$158.60	\$58,682.00	\$180.00	\$66,600.00	\$180.00	\$66,600.00
16	Personnel Access Gate, 10-Foot tall, 4-Foot Wide, Steel Frame with Steel Louvers, Including Posts, Footings, and All Appurtenances, COMPLETE IN PLACE	1	EA	\$5,145.00	\$5,145.00	\$21,000.00	\$21,000.00	\$4,468.00	\$4,468.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
17	Cantilever Roller Gate, 10-Foot tall, 4-Foot Wide, Steel Frame with Steel Louvers, Including Foundation, Posts, Catch Assembly, and All Appurtenances, COMPLETE IN PLACE	1	EA	\$17,247.00	\$17,247.00	\$2,500.00	\$2,500.00	\$20,061.00	\$20,061.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
18	Flow Control and Bypass Pumping as Required for Installation of Proposed Facilities, Removal and Abandonment of Existing Facilities, Including Bypass Pumping during Transfer of Services, Operation/Maintenance, and Removal, Monitoring During All Phases of Construction, and All Appurtenances, In Accordance with Specifications, COMPLETE IN PLACE	1	LS	\$72,188.00	\$72,188.00	\$65,000.00	\$65,000.00	\$95,973.00	\$95,973.00	\$160,000.00	\$160,000.00	\$175,000.00	\$175,000.00
19	Pre-Cast and Coated Concrete 60-inch Manhole Including Excavation, Bedding, Backfill, Base, Piping, and Connections, COMPLETE IN PLACE	2	EA	\$12,489.00	\$24,978.00	\$14,705.00	\$29,410.00	\$26,700.00	\$53,400.00	\$34,000.00	\$68,000.00	\$30,000.00	\$60,000.00
20	Rehabilitate the Interior of Existing Manholes (all types and depths), as Field Conditions Require, Including Adjustment of Manhole Top, Chemical Treatment, and Sealing of Manhole, COMPLETE IN PLACE, In Accordance with the Plans and Specifications	2	EA	\$12,073.00	\$24,146.00	\$6,250.00	\$12,500.00	\$19,809.00	\$39,618.00	\$5,100.00	\$10,200.00	\$60,000.00	\$120,000.00
21	18-inch Sanitary Sewer (PVC, PS115), Open Cut Construction, All Depths, Including Excavation, Bedding, and Backfill, COMPLETE IN PLACE	125	LF	\$592.00	\$74,000.00	\$275.00	\$34,375.00	\$762.40	\$95,300.00	\$445.00	\$55,625.00	\$234.00	\$29,250.00
22	14-inch Sanitary Sewer Force Main (PVC, AWWA C-900, DR-14, Green), Open Cut Construction, All Depths, Including Excavation, Bedding, and Backfill, COMPLETE IN PLACE	75	LF	\$282.00	\$21,150.00	\$325.00	\$24,375.00	\$473.80	\$35,535.00	\$287.00	\$21,525.00	\$180.00	\$13,500.00
23	Connect Proposed 18-inch Sanitary Sewer to Existing Manhole, COMPLETE IN PLACE	1	EA	\$1,598.00	\$1,598.00	\$4,500.00	\$4,500.00	\$6,425.00	\$6,425.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rtrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
24	Connect Proposed 14-inch Force Main to Existing Force Main, COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$13,809.00	\$13,809.00	\$4,500.00	\$4,500.00	\$3,655.00	\$3,655.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00
25	Cut and Plug Existing 10-inch Sanitary Sewer Force Main, Including Thrust Blocking, COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$3,337.00	\$3,337.00	\$1,575.00	\$1,575.00	\$6,593.00	\$6,593.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00
26	Abandon in Place Existing 10-inch Sanitary Sewer with Flowable Fill, COMPLETE IN PLACE with All Associated Appurtenances	50	LF	\$131.00	\$6,550.00	\$25.00	\$1,250.00	\$241.00	\$12,050.00	\$30.00	\$1,500.00	\$130.00	\$6,500.00
27	Plug Existing Sanitary Sewer at Existing Manhole, 18-Inch and Smaller, All Depths, COMPLETE IN PLACE with All Associated Appurtenances	2	EA	\$1,714.00	\$3,428.00	\$1,500.00	\$3,000.00	\$3,296.00	\$6,592.00	\$6,500.00	\$13,000.00	\$5,000.00	\$10,000.00
28	Trench Safety, Including Trench Safety Plan Sealed by a Professional Engineer Licensed in Texas, and All Necessary Shoring and Associated Appurtenances, COMPLETE IN PLACE	200	LF	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$54.00	\$10,800.00	\$175.00	\$35,000.00	\$80.00	\$16,000.00
29	SWPPP System, Including Reinforced Filter Fabric Fence, Stabilized Construction Exit, Rock Filter Dams, and All Appurtenances, Installed and Maintained in Accordance with Best Management Practices, COMPLETE IN PLACE	1	LS	\$5,750.00	\$5,750.00	\$3,500.00	\$3,500.00	\$13,888.00	\$13,888.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
30	Traffic Control, COMPLETE IN PLACE	1	LS	\$12,075.00	\$12,075.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$40,000.00	\$40,000.00
	SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 30				\$2,827,680.00		\$3,161,233.00		\$3,296,908.00		\$3,593,470.00		\$4,081,725.00
	SUPPLEMENTARY BID ITEMS												
31	"Extra" Bedding and Backfill for Wet Sand Construction	100	CY	\$10.00	\$1,000.00	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$45.00	\$4,500.00	\$80.00	\$8,000.00
32	"Extra" Bank Sand	100	CY	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$47.20	\$4,720.00	\$45.00	\$4,500.00	\$35.00	\$3,500.00
33	"Extra" Crushed Limestone	50	CY	\$20.00	\$1,000.00	\$60.00	\$3,000.00	\$96.00	\$4,800.00	\$150.00	\$7,500.00	\$100.00	\$5,000.00
34	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	40	TON	\$25.00	\$1,000.00	\$45.00	\$1,800.00	\$43.00	\$1,720.00	\$100.00	\$4,000.00	\$80.00	\$3,200.00
35	"Extra" Class A Concrete	15	CY	\$2,000.00	\$30,000.00	\$250.00	\$3,750.00	\$2,000.00	\$30,000.00	\$2,000.00	\$30,000.00	\$2,800.00	\$42,000.00
36	"Extra" Reinforcing Steel	500	LB	\$2.00	\$1,000.00	\$7.00	\$3,500.00	\$2.00	\$1,000.00	\$10.00	\$5,000.00	\$7.00	\$3,500.00
37	"Extra" Crushed Concrete, 1" to 2" Gradation	500	TON	\$18.00	\$9,000.00	\$55.00	\$27,500.00	\$51.00	\$25,500.00	\$100.00	\$50,000.00	\$60.00	\$30,000.00
	SUB-TOTAL SUPPLEMENTARY BID ITEMS - ITEMS 31 - 37				\$44,000.00		\$44,050.00		\$72,740.00		\$105,500.00		\$95,200.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rtrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	ALLOWANCE BID ITEMS												
38	Entergy Electrical Service Installation Allowance for Costs Incurred Due to New Electrical Service, As Directed by Owner's Representative, COMPLETE IN PLACE (Cash Allowance Item Based on Actual Costs)	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
39	Allowance for SCADA Control Panel, System Equipment, Controls, Installation, Labor, Programming, and Start-Up Provided by the City's SCADA Provider - Dedicated Controls LLC and as Dircted by Owner's Representative, COMPLETE IN PLACE (Cash Allowance Item Based on Actual Costs)	1	LS	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
	SUB-TOTAL ALLOWANCE BID ITEMS - ITEMS 38 AND 39				\$70,000.00		\$70,000.00		\$70,000.00		\$70,000.00		\$70,000.00
	ALTERNATE BID ITEMS												
A-1	In Lieu of Bid Item No. 10, Install 400kW Natural Gas Generator w/Sound Attenuated Enclosure, Including Reinforced Concrete Foundation, Automatic Transfer Switch, Fuel Transfer System, Coordination with Gas Company for Installation of Gas Service and Meter, Installation, Testing, and Startup Services, COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$479,109.00	\$479,109.00	\$393,000.00	\$393,000.00	\$248,346.00	\$248,346.00	\$282,000.00	\$282,000.00	\$600,000.00	\$600,000.00
A-2	Remove Item No. 10 from Bid - 400kW Diesel Generator w/Sound Attenuated Enclosure, 48hr Fuel Tank, Installation, Testing, Fuel, and Startup Services, COMPLETE IN PLACE with All Associated Appurtenances (Unit Price Must Match Unit Price Included in Base Bid Item)	1	EA	(\$158,426.00)	(\$158,426.00)	(\$254,228.00)	(\$254,228.00)	(\$157,024.00)	(\$157,024.00)	(\$224,000.00)	(\$224,000.00)	(\$480,000.00)	(\$480,000.00)
A-3	Natural Gas Line Extension and Meter from CenterPoint Energy (Cash Allowance Item Based on Actual Costs)	1	LS	\$15,000.00	\$15,000.00	\$15,850.00	\$15,850.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
A-4	Remove Item No. 11 from Bid - Generator Elevated Steel Walkway (Two Sides), COMPLETE IN PLACE with All Associated Appurtenances (Unit Price Must Match Unit Price Included in Base Bid Item)	1	EA	(\$29,604.00)	(\$29,604.00)	(\$42,805.00)	(\$42,805.00)	(\$34,138.00)	(\$34,138.00)	(\$31,000.00)	(\$31,000.00)	(\$90,000.00)	(\$90,000.00)

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
A-5	In Lieu of Bid Item No. 12, Install 2-Ton Monorail Hoist Crane System with 5Hp Lifting Motor and a 1Hp Traversing Motor, Including Drilled Shaft Footings, Supports, Structural Steel, Electrical Components, and All Appurtenances Necessary for a Complete Installation of the Monorail Crane System and Hoist, as Shown on Plans (ALL COMPONENTS MUST BE SUITABLE FOR OUTDOOR INSTALLATION), COMPLETE IN PLACE	1	EA	\$174,330.00	\$174,330.00	\$165,000.00	\$165,000.00	\$167,960.00	\$167,960.00	\$134,500.00	\$134,500.00	\$195,000.00	\$195,000.00
A-6	Remove Item No. 12 from Bid - 2-Ton Jib Crane with 5Hp Lifting Motor and a 1Hp Traversing Motor, COMPLETE IN PLACE with All Associated Appurtenances (Unit Price Must Match Unit Price Included in Base Bid Item)	1	EA	(\$137,618.00)	(\$137,618.00)	(\$159,225.00)	(\$159,225.00)	(\$145,133.00)	(\$145,133.00)	(\$100,000.00)	(\$100,000.00)	(\$159,000.00)	(\$159,000.00)
A-7	In Lieu of Bid Item No. 19, Install 60-Inch Corrosion Resistant Polymer Concrete Manhole Including Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, Excavation, Bedding, Backfill, Base, and All Associated Appurtenances, COMPLETE IN PLACE	2	EA	\$43,442.00	\$86,884.00	\$48,847.00	\$97,694.00	\$54,072.00	\$108,144.00	\$55,000.00	\$110,000.00	\$60,000.00	\$120,000.00
A-8	Remove Item No. 19 from Bid - Pre-Cast and Coated Concrete 60-inch Manhole Including Excavation, Bedding, Backfill, Base, Piping, and Connections, COMPLETE IN PLACE (Unit Price Must Match Unit Price Included in Base Bid Item)	2	EA	(\$12,489.00)	(\$24,978.00)	(\$14,705.00)	(\$29,410.00)	(\$26,700.00)	(\$53,400.00)	(\$34,000.00)	(\$68,000.00)	(\$30,000.00)	(\$60,000.00)
A-9	Dual Auger System, Including, Controls, Electrical Connections, 36-inch x 48-inch Dumpster, and Cast-in-Place Concrete Slab for Dual Auger System Bagger System, with All Associated Appurtenances, COMPLETE IN PLACE	1	EA	\$203,706.00	\$203,706.00	\$189,988.00	\$189,988.00	\$180,149.00	\$180,149.00	\$195,000.00	\$195,000.00	\$595,000.00	\$595,000.00
A-10	Heat Trace Blanket Kit to be Installed on Discharge Piping of the Dual Auger System, Including Electrical Connections, COMPLETE IN PLACE with All Associated Appurtenances	1	EA	\$22,556.00	\$22,556.00	\$15,295.00	\$15,295.00	\$13,103.00	\$13,103.00	\$15,000.00	\$15,000.00	\$70,000.00	\$70,000.00
SUB-TOTAL ALTERNATE BID ITEMS - ITEMS A-1 - A-10					\$630,959.00		\$391,159.00		\$343,007.00		\$328,500.00		\$806,000.00

Bid Tabulation - Bid Opening, September 30, 2025 City of Huntsville Tanyard Creek Lift Station Improvements & Expansion Project No.: 23-10-01, Bid No.: 25-40 LJA Project No. E243-0030 FRN F-1386				Principal Plant Services, Ltd. 27080 Mandell Road Cleveland, TX 77328 903-208-0398 Trent Martin tmartin@rincipaltx.com		Doughtie Construction Co., Inc. 1969 Veterans Memorial Parkway Huntsville, TX 77342 936-295-9420 Tony Doughtie doughtieco@yahoo.com		B-5 Construction Co., Inc. P.O. Box 1488 Magnolia, TX 77353 281-356-3264 Charlie Bell charlie.bell@b-5construction.com		Horton Excavating, LLC 11111 US 69 N Pollok, TX 75969 936-853-3625 Nicholas Horton t.york@hortonexcavatingllc.com		5-T Utilities, Inc. P.O. Box 1318 Huntsville, TX 77342 936-439-4840 Rodney Twardeski rtrt@5-tutilities.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM

SUMMARY OF BID

BASE BID ITEMS	ITEMS 1 - 30			<u>\$2,827,680.00</u>		<u>\$3,161,233.00</u>		<u>\$3,296,908.00</u>		<u>\$3,593,470.00</u>		<u>\$4,081,725.00</u>
SUPPLEMENTARY BID ITEMS	ITEMS 31 - 37			<u>\$44,000.00</u>		<u>\$44,050.00</u>		<u>\$72,740.00</u>		<u>\$105,500.00</u>		<u>\$95,200.00</u>
ALLOWANCE BID ITEMS	ITEMS 38 - 39			<u>\$70,000.00</u>		<u>\$70,000.00</u>		<u>\$70,000.00</u>		<u>\$70,000.00</u>		<u>\$70,000.00</u>
ALTERNATE BID ITEMS	ITEMS A-1 - A-10			<u>\$630,959.00</u>		<u>\$391,159.00</u>		<u>\$343,007.00</u>		<u>\$328,500.00</u>		<u>\$806,000.00</u>
TOTAL BASE BID, SUPPLEMENTARY BID, ALLOWANCE BID AND ALTERNATE BID ITEMS	ITEMS 1 - 39, ITEMS A-1 - A-10			<u>\$3,572,639.00</u>		<u>\$3,666,442.00</u>		<u>\$3,782,655.00</u>		<u>\$4,097,470.00</u>		<u>\$5,052,925.00</u>



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.f.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement Amendment #1 with LJA Engineering for professional engineering services for FY22-23 Tanyard Creek Lift Station Expansion and Improvement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to waive the two reading requirement and authorize the City Manager to enter into Amendment #1 with the LJA Engineering for professional engineering services for the CIP FY 22-23 Tanyard Creek Lift Station Expansion and Improvement Project in the amount of \$172,500.00. This Amendment #1 authorization is only for the Construction Phase and Additional Services.

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

Discussion: The existing Tanyard Creek Lift Station is to be improved and expanded to 3.1 MGD based on the 2016 Water and Wastewater Condition and Capacity Assessment Study. The existing firm pumping capacity is 2.59 MGD. The expansion will have to be able to handle the wastewater flow from six upstream lift stations (Mallery Lake, Highway 190, Old Colony, Sims, Bearkat and Badger) which have already rerouted to the Tanyard Creek Lift Station. (See attached Maps)

At this time, there are six (6) developments (Fishpond at Walker, ZincPoint, Fish Hatchery, Huntsville Tiny Homes, SHSU New Outdoor Tennis Facility, and Faith Family Church) waiting for the Tanyard Creek Lift Station and Force Main Projects to be in service.

The original agreement (in the amount of \$299,975.00) included Phase I and Phase II Services, which was approved by the Council on May 16, 2023. The original agreement included Surveying, Geotechnical Investigation, Environmental Site Assessment, Storm Water Pollution Prevention Plan and Basic Engineering Design only. Due to the CIP budget constrain at that time, the Construction Phase Services, Geo Testing and Material Testing, and Record Drawings preparation were not included in the original agreement.

This agenda item is pertaining to Amendment #1 of the existing Agreement with LJA in the amount of \$172,500.00 for the Construction Phase Services and Additional Services. This Amendment #1 includes Record Drawings, and Construction Materials Testing. See attached Engineering proposal dated Oct 13, 2025.

Previous Council Action: The City Council approved a total amount of \$300,000.00 in FY 2022-2023

budget for design of this project.

May 16, 2023 – Council approved Original Agreement with LJA in the amount of \$299,975.

Financial Implications: ☒Item is budgeted: In the amount of \$172,500.00 (2025 Bond issued)

Approvals:

Kathlie Jeng-Bulloch

Ricardo Villagrand

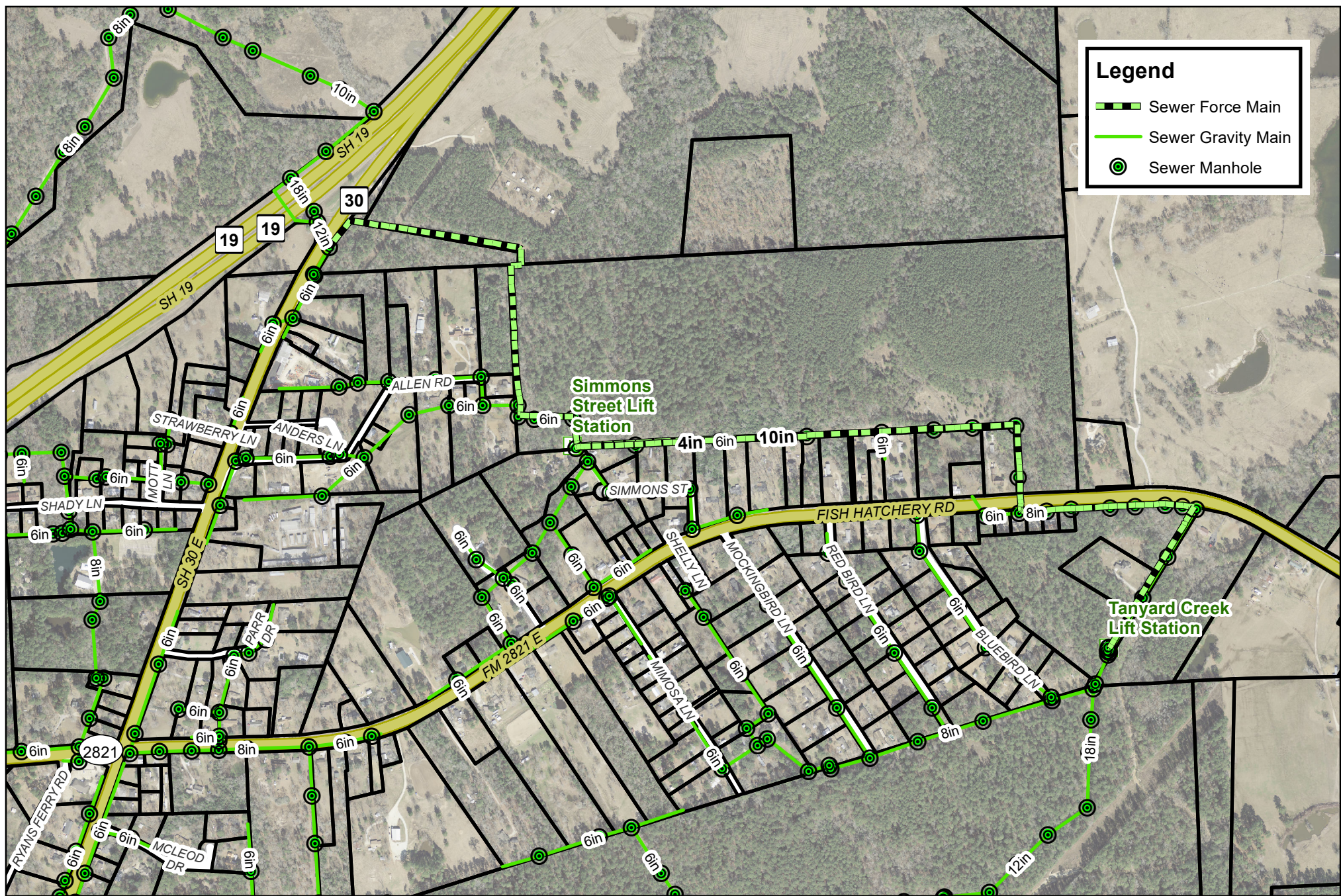
Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Tanyard Creek Lift Station map
2. Map 1 - Tanyard Creek Lift Station- abandoned LF
3. Assignment Letter Huntsville Tanyard Creek LS COHID #23-10-01 Constr
4. Draft Amendment to Eng Agreement-Tanyard Creek LS

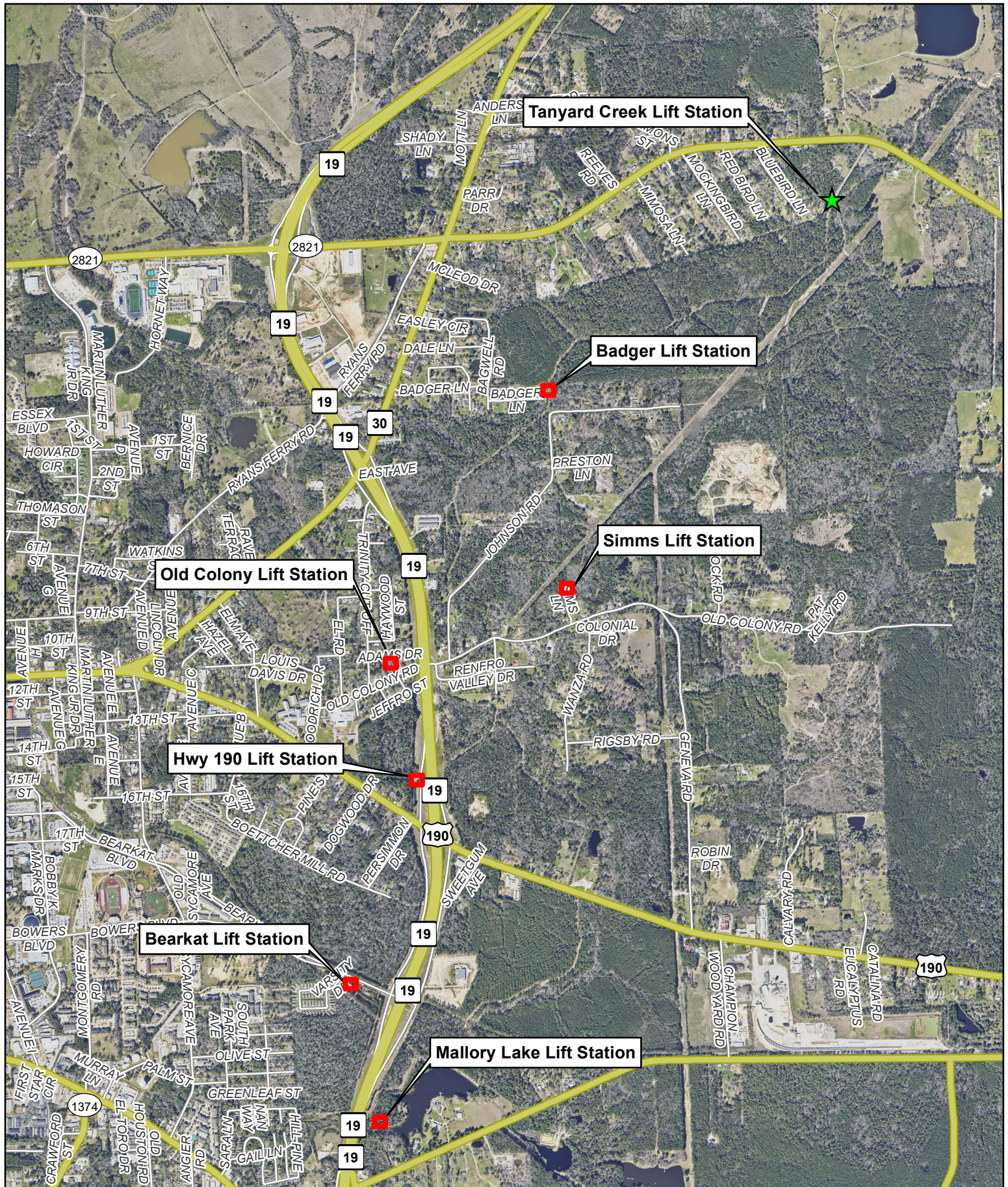


Legend

- Sewer Force Main
- Sewer Gravity Main
- Sewer Manhole

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 = 800 ft On 8.5 x 11 inch Print 0 210 420 840 FEET On Any Print Size Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet		CITY OF HUNTSVILLE, TX ENGINEERING DEPARTMENT / GIS DIVISION Tanyard Creek Lift Station	CREATED DATE: 5/9/2023 CITY SERVICE CENTER 448 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320 Map Created At: www.huntsvilletx.gov/gis
--	---	--	--	---



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

1 in = 2,000 ft

On 8.5 x 11 inch Print

0 950 1,900 3,800 Feet

On Any Print Size

CREATED DATE: 7/31/2024

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

Abandoned Lift Stations Rerouted to Tanyard Creek Lift Station



October 13, 2025

Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM
City Engineer
Director of Engineering Department
448 Highway 75 North
Huntsville, Texas 77320

Re: Project Name: Tanyard Creek Lift Station Expansion & Improvements
Construction Services
City of Huntsville Project ID #: 23-10-01
LJA Project No. E243-0030
LJA Proposal No. 0000003798

Dear Dr. Bulloch:

In response to your request and on behalf of our project team, LJA Engineering, Inc. (LJA) is pleased to submit this change order proposal to provide construction services associated with the Tanyard Creek Lift Station Expansion and Improvements project, COH ID #23-10-01.

Design and bidding of the Tanyard Creek Lift Station Expansion and Improvements project has been completed and LJA proposes the following services and corresponding fees for the construction-related activities for this project. This proposal is made pursuant to the terms and conditions of the Agreement for Professional Services entered into on June 30, 2023 by and between LJA and City of Huntsville ("City").

SCOPE OF SERVICES

A. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer, and Contractor.
2. Issue a work order with dates approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor, and Engineer. Prepare all closing documents to finalize the contract.

B. Additional Services

1. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review the progress of the

contractor's work. These visits will be performed on an as-needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee, or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

2. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.
3. Construction Materials Testing: Provide as required testing, field and laboratory, of construction materials.
4. Reimbursable Expenses: Reimbursable expenses include travel/mileage, phone charges, reproduction, printing, postage, delivery charges, and other actual charges incurred by the Engineer. Reimbursable expenses will be billed monthly with the invoice indicating the nature of the charge.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

The Total Basic Engineering and Additional Service Fees associated with construction-related tasks and included in this current authorization are \$172,500.00 and are summarized in the table below:

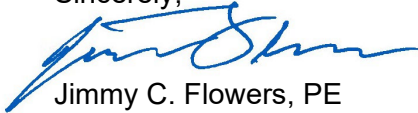
CURRENT AUTHORIZATION			
Basic Services			
Phase	Description	Contract Type	FEE
905	Construction Phase Services	Lump Sum	\$ 45,000.00
Sub-Total Basic Services			\$ 45,000.00
Additional Services			
Phase	Description	Contract Type	FEE
906	Project Representative (10 - 15 Hours per Week)	Time & Materials	\$ 85,000.00
907	Record Drawings	Lump Sum	\$ 3,500.00
927	Construction Materials Testing	Time & Materials	\$ 29,000.00
Z99A	Reimbursable Expenses	Time & Materials	\$ 10,000.00
Sub-Total Additional Services			\$ 127,500.00
TOTAL CURRENT AUTHORIZATION			\$ 172,500.00

ACCEPTANCE AND AUTHORIZATION

If the above Scope of Services and Basis of Compensation are satisfactory to you, we will consider your signature in the space provided below as our authorization to proceed.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, PE
Vice President

JCF/msc

Proposal Accepted By:

CITY OF HUNTSVILLE
Dr. Kathlie S. Jeng-Bulloch, P.E., B.C.
WRE, CFM
City Engineer
Director of Engineering Department

By: _____

Date: _____



City of Huntsville
Project Name: Tanyard Creek Lift Station Expansion & Improvements
COH Project #23-10-01
LJA Project # E243-0030
Professional Services Agreement
Amendment # 1

This Amendment is to the Professional Services Agreement between the City of Huntsville (the “Owner”) and LJA Engineering, Inc. (the “Engineer”), dated June 30, 2023. All other terms and conditions in the original Agreement shall remain in full force and effect and govern this Amendment.

Included in this Amendment are Additional Services and Construction Phase Services as detailed in Proposal #0000003798 dated October 13, 2025, for the Tanyard Creek Lift Station Expansion & Improvements, Project #23-10-01. This Amendment increases the Initial amount for professional services costs as shown below:

Initial Agreement Amount	\$ 299,975.00
Amendment # 1	<u>\$ 172,500.00</u>
Revised Agreement Amount	\$ 472,475.00

Within 10 days of the date this Amendment is signed by the Engineer, the Engineer shall provide a current and updated Certificate of Professional and Liability Insurance.

Approved:

By: _____
Engineer – LJA Engineering, Inc. _____
Date

Printed Name: _____

Title: _____

By: _____
Owner – City of Huntsville _____
Date

Printed Name: Scott E. Swigert

Title: City Manager

ATTEST:

Kristy Doll, City Secretary

Date: _____

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

Date: _____



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.g.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement Amendment #1 with LJA Engineering for professional engineering services for FY22-23 Tanyard Creek Lift Station Force Main Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two-reading requirement and authorize the City Manager to enter into Amendment #1 with the LJA Engineering for professional engineering services for the CIP FY 22-23 Tanyard Creek Lift Station Force Main Replacement Project in the amount of \$148,500.00. This Amendment #1 authorization is only for the Construction Phase and Additional Services.

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

Discussion: The existing Tanyard Creek Lift Station is to be improved and expanded to 3.1 MGD based on the 2016 Water and Wastewater Condition and Capacity Assessment Study. The existing firm pumping capacity is 2.59 MGD. The expansion will have to be able to handle the wastewater flow from six upstream lift stations (Mallery Lake, Highway 190, Old Colony, Sims, Bearkat and Badger) which have already rerouted to the Tanyard Creek Lift Station. (See attached Map1)

The existing 8,500' of 10-inch Force Main in the area will also be replaced to 14-inch, in order to handle the increased capacity of the expanding Tanyard Creek Lift Station. (See Attached Map 2)

At this time, there are six (6) developments (Fishpond at Walker, ZincPoint, Fish Hatchery, Huntsville Tiny Homes, SHSU New Outdoor Tennis Facility, and Faith Family Church) waiting for the Tanyard Creek Lift Station and Force Main Projects to be in service.

The original agreement (in the amount of \$289,900.00) included Phase I and Phase II Services, which was approved by the Council on November 21, 2023. The original agreement included Surveying, Geotechnical Investigation, Environmental Site Assessment, Storm Water Pollution Prevention Plan and Basic Engineering Design only. Due to the CIP budget constraint at that time, the Construction Phase Services, Geo Testing and Material Testing, and Record Drawings preparation were not included in the original agreement.

This agenda item pertains to Amendment #1 of the existing Agreement with LJA in the amount of \$148,500.00 for the Construction Phase Services and Additional Services. This Amendment #1 includes

Record Drawings, Geo Testing, and Construction Materials Testing. See attached Engineering proposal dated Oct 13, 025.

Previous Council Action:

November 21, 2023 - Council approved Original Agreement with LJA in the amount of \$333,613.30.

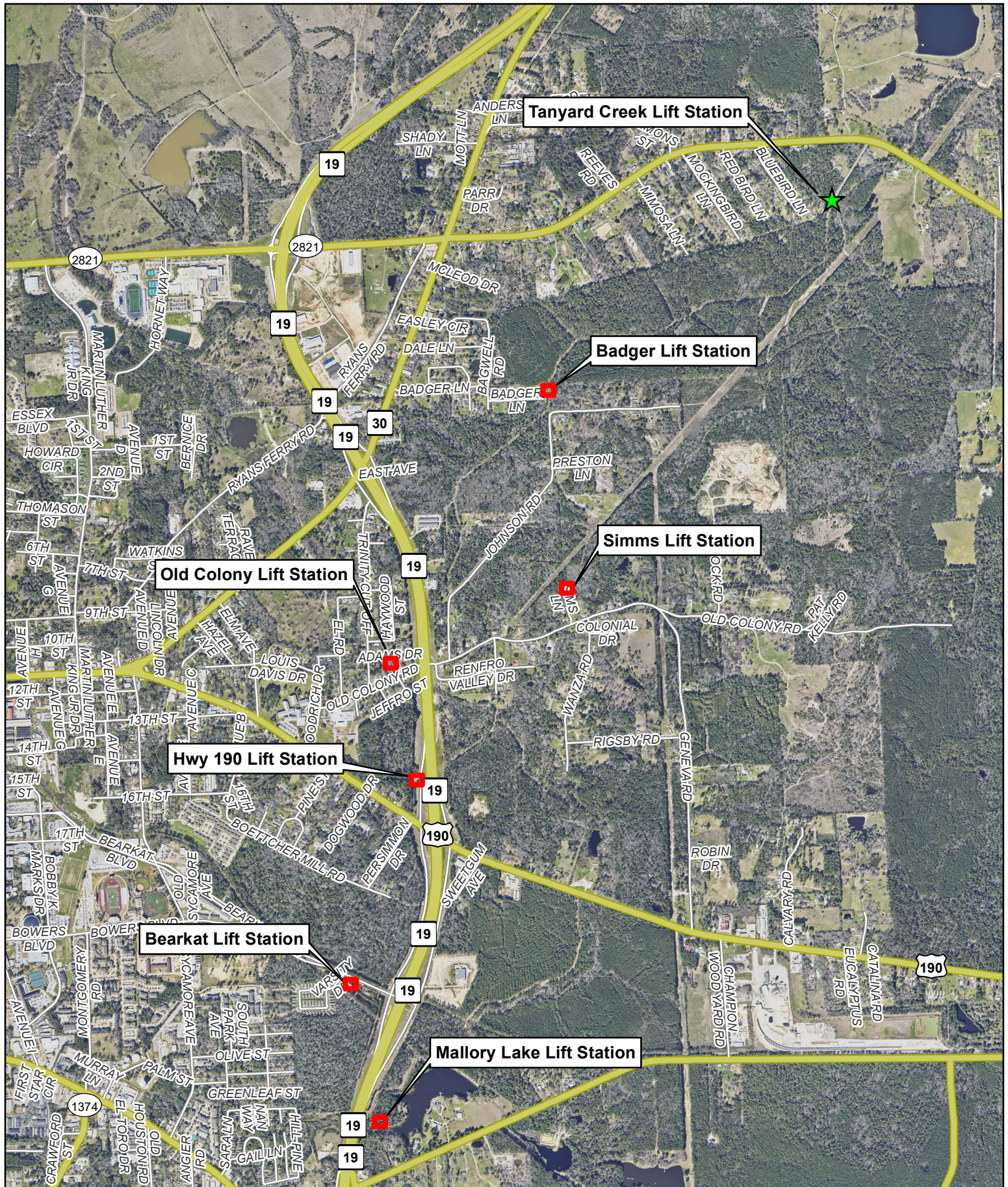
Financial Implications: ☐Item is budgeted: In the amount of \$148,500.00 (2025 Bond issued)

Approvals:

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

Associated Information:

1. Map 1 - Tanyard Creek Lift Station- abandoned LF
2. Map 2 - Proposed Replacement of 10-inch to 14-inch
3. Assignment Letter Huntsville Tanyard Creek LS FM COHID #23-10-01.1 Constr
4. Draft Amendment to Eng Agreement-Tanyard Creek LS force main



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

1 in = 2,000 ft

On 8.5 x 11 inch Print

0 950 1,900 3,800 Feet

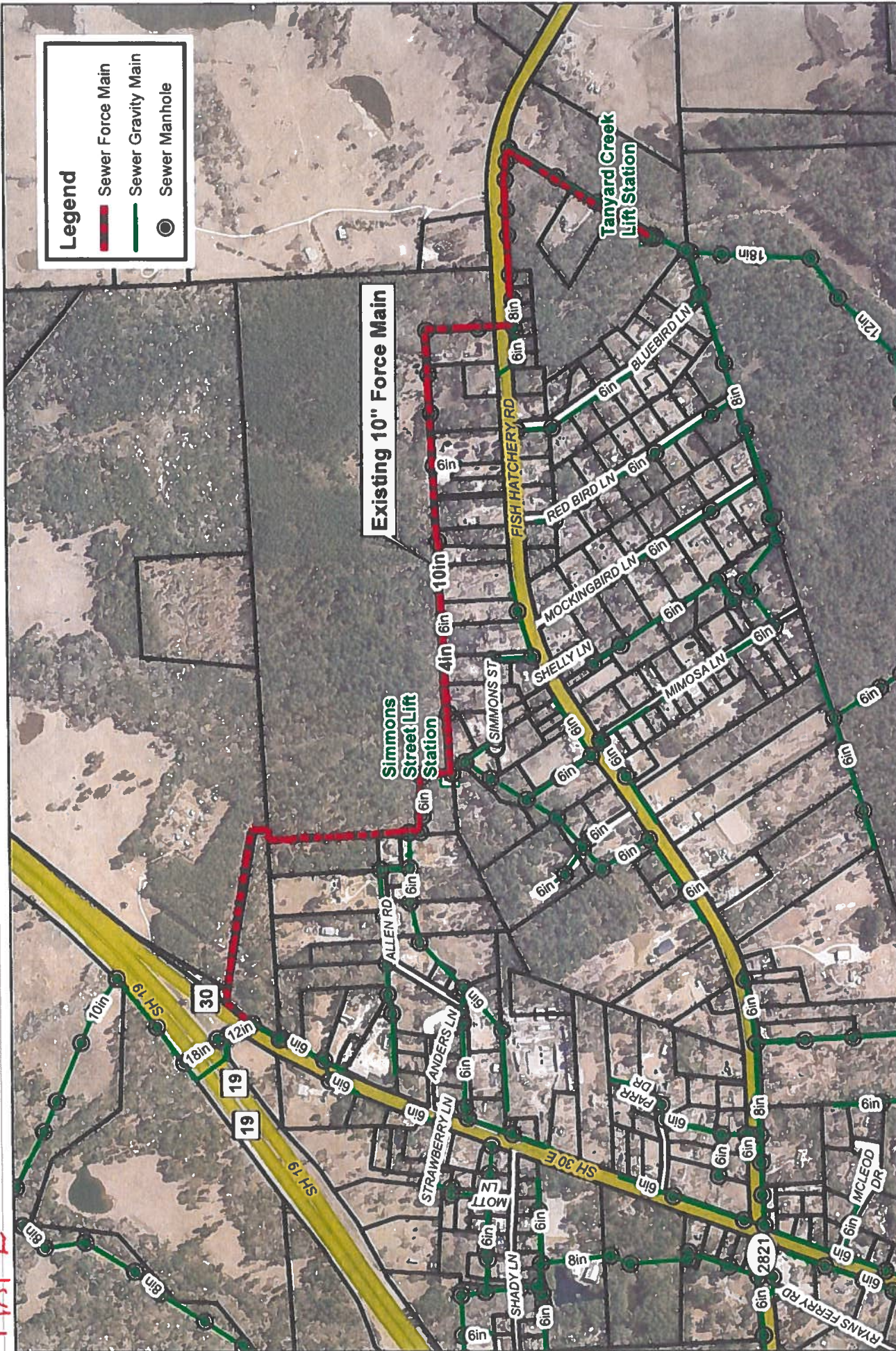
On Any Print Size

CREATED DATE: 7/31/2024

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

Abandoned Lift Stations Rerouted to Tanyard Creek Lift Station





Legend

- Sewer Force Main
- Sewer Gravity Main
- Sewer Manhole

Existing 10" Force Main

Simmons Street/Lift Station

Tanyard Creek Lift Station

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/4338/City-Maps

1 in = 800 ft

On 8 1/2 x 11 inch Print

On Any Print Size

0 210 420 840 FEET

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

Proposed Replacement of 10" Force Main to 14" Force Main (8500 LF)

CREATED DATE: 12/19/2022
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis

October 13, 2025

Dr. Kathlie S. Jeng-Bullock, P.E., B.C. WRE, CFM
City Engineer
Director of Engineering Department
448 Highway 75 North
Huntsville, Texas 77320

Re: Project Name: Tanyard Creek Lift Station Force Main Replacement
Construction Services
City of Huntsville Project ID #: 23-10-01.1
LJA Project No. E243-0040
LJA Proposal No. 0000003803

Dear Dr. Bullock:

In response to your request and on behalf of our project team, LJA Engineering, Inc. (LJA) is pleased to submit this change order proposal to provide construction services associated with the Tanyard Creek Lift Station Force Main Replacement project, COH ID #23-10-01.1.

Design and bidding of the Tanyard Creek Force Main Replacement project has been completed and LJA proposes the following services and corresponding fees for the construction-related activities for this project. This proposal is made pursuant to the terms and conditions of the Agreement for Professional Services entered into on December 12, 2023 by and between LJA and City of Huntsville ("City").

SCOPE OF SERVICES

A. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer, and Contractor.
2. Issue a work order with dates approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor, and Engineer. Prepare all closing documents to finalize the contract.

B. Additional Services

1. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review the progress of the

contractor's work. These visits will be performed on an as-needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee, or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

2. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.
3. Construction Materials Testing: Provide as required testing, field and laboratory, of construction materials.
4. Reimbursable Expenses: Reimbursable expenses include travel/mileage, phone charges, reproduction, printing, postage, delivery charges, and other actual charges incurred by the Engineer. Reimbursable expenses will be billed monthly with the invoice indicating the nature of the charge.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

The Total Basic Engineering and Additional Service Fees associated with construction-related tasks and included in this current authorization are \$148,500.00, and are summarized in the table below:

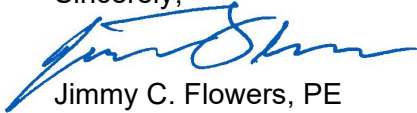
CURRENT AUTHORIZATION			
Basic Services			
Phase	Description	Contract Type	FEE
905	Construction Phase Services	Lump Sum	\$ 45,000.00
Sub-Total Basic Services			\$ 45,000.00
Additional Services			
Phase	Description	Contract Type	FEE
906	Project Representative (10 - 15 Hours per Week)	Time & Materials	\$ 65,000.00
907	Record Drawings	Lump Sum	\$ 3,500.00
927	Construction Materials Testing	Time & Materials	\$ 25,000.00
Z99A	Reimbursable Expenses	Time & Materials	\$ 10,000.00
Sub-Total Additional Services			\$ 103,500.00
TOTAL CURRENT AUTHORIZATION			\$ 148,500.00

ACCEPTANCE AND AUTHORIZATION

If the above Scope of Services and Basis of Compensation are satisfactory to you, we will consider your signature in the space provided below as our authorization to proceed.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, PE
Vice President

JCF/msc

Proposal Accepted By:

CITY OF HUNTSVILLE
Dr. Kathlie S. Jeng-Bulloch, P.E., B.C.
WRE, CFM
City Engineer
Director of Engineering Department

By: _____

Date: _____



City of Huntsville
Project Name: Tanyard Creek Lift Station Force Main Replacement
COH Project #23-10-01.1
LJA Project # E243-0040
Professional Services Agreement
Amendment # 1

This Amendment is to the Professional Services Agreement between the City of Huntsville (the “Owner”) and LJA Engineering, Inc. (the “Engineer”), dated December 12, 2023. All other terms and conditions in the original Agreement shall remain in full force and effect and govern this Amendment.

Included in this Amendment are Additional Services and Construction Phase Services as detailed in Proposal #0000003803 dated October 13, 2025, for the Tanyard Creek Lift Station Force Main Replacement, Project #23-10-01.1. This Amendment increases the Initial amount for professional services costs as shown below:

Initial Agreement Amount	\$ 289,900.00
Amendment # 1	<u>\$ 148,500.00</u>
Revised Agreement Amount	\$ 438,400.00

Within 10 days of the date this Amendment is signed by the Engineer, the Engineer shall provide a current and updated Certificate of Professional and Liability Insurance.

Approved:

By: _____
Engineer – LJA Engineering, Inc. _____ **Date**

Printed Name: _____

Title: _____

By: _____
Owner – City of Huntsville _____ **Date**

Printed Name: Scott E. Swigert

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Date: _____

Date: _____



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.h.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement Amendment #1 with LJA Engineering for professional engineering services for the FY24-25 CIP AJ-09 Basin Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to waive the two reading requirement and authorize the City Manager to enter into an agreement with LJA Engineering for professional engineering services for the FY24-25 CIP AJ-09 Basin Gravity Sanitary Sewer Replacement Project in the amount of \$404,000.00. This authorization is for the remaining part of the original Phase III Agreement.

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: AJ-09 Basin Gravity Sanitary Sewers (Phase III) is Part of the Tanyard Creek Lift Station (Phase I) and Tanyard Creek Force Main wastewater system (Phase II). After the Tanyard Creek Lift Station receives wastewater from the service area, the newly designed Tanyard Creek Force Mains will transport the wastewater into a Manhole (MH) at the southeast corner of SH 30 E and SH 19.

The AJ-09 Gravity Sanitary Sewer system will deliver the wastewater from the MH mentioned above to the AJ Brown Wastewater Treatment Plant via the AJ-08 Trunk Main, which is currently under construction. (See Attached Map II)

The expansion will have to handle the wastewater flow from six upstream lift stations (Mallery Lake, Highway 190, Old Colony, Sims, Bearkat, and Badger), which have already been rerouted to the Tanyard Creek Lift Station (See Attached Map I).

Tanyard Creek Lift Station Design Contract (Phase I) and Tanyard Creek Lift Station Force Main Design Contract (Phase II) were approved by the Council on May 16, 2023, and November 21, 2023, respectively. Construction Bids were received, and recommendation is presented to the Council on December 2, 2025.

The existing 8,500' 10-inch Gravity Lines will be replaced with new 18" and 21" sanitary sewer gravity lines within the AJ-09 Basin from SH 19 to the recently constructed sanitary sewer trunk line that flows to the AJ Brown Wastewater Treatment Plant.

At this time, there are six (6) developments (Fishpond at Walker, ZincPoint, Fish Hatchery, Huntsville

Tiny Homes, SHSU New Outdoor Tennis Facility, and Floor Trader & Elliot Electric) waiting for the Tanyard Creek Lift Station, Force Main, and this gravity line Projects to be in service.

The original agreement, in the amount of \$382,500.00, was for Basic Services: Preliminary design (PER), 60% Design Phase, 90% Design Phase, Address Final Comments, and Bidding Phase Services only.

Due to the CIP budget constraint at that time, the original agreement only included part of the engineering services. This amendment #1, in the amount of \$404,000.00, (which we included in the Bond Package Issued 2025) will include Environmental Services. Subsurface Utility Engineering, Topo Survey, Geo Investigation, Construction Phase Services, and Materials Testing which were not included in the original agreement.

Previous Council Action: The City Council approved the FY24-25 CIP AJ-09 Design Agreement on February 18, 2025.

Financial Implications: ☒Item is budgeted: In the amount of \$404,000.00

Approvals:

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

Associated Information:

1. AJ09 Map revised
2. Assignment Letter Huntsville Gravity Replacement AJ-09 ID #25-10-02 - 2nd Authorization
3. draft Amendment and proposal 11 18 2025



Replace 10" with 18" and 21" Gravity Lines
in the AJ-09 Basin from Hwy 19 to AJ-08

CREATED DATE: 7/26/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
AJ-09 Basin Sewer Replacement

CIP FY 24-28



1 in = 1,500 ft
On 8.5 x 11 inch Print
0 395 790 1,580 FEET
On Any Print Size
Coordinate System NAD 1983 StatePlane Texas Central FIPS 4203 Feet



October 22, 2025

Dr. Kathlie S. Jeng-Bullock, P.E., B.C. WRE, CFM
City Engineer
Director of Engineering Department
448 Highway 75 North
Huntsville, Texas 77320

Re: Project Name: Sanitary Sewer Gravity Replacement in the AJ-09 Basin
Engineering and Construction Services
City of Huntsville Project ID #: 25-10-02
LJA Project No. E243-0050
LJA Proposal No. 0000004307

Dear Dr. Bullock:

In response to your request and on behalf of our project team, LJA Engineering, Inc. (LJA) is pleased to submit this change order proposal to provide the additional engineering and construction services associated with the Sanitary Sewer Gravity Replacement in the AJ-09 Basin project, COH ID #25-10-02. This project consists of the replacement of approximately 8,500 linear feet of 10-inch sanitary sewer gravity lines with new 18-inch and 21-inch sanitary sewer gravity lines, within the AJ-09 Basin from State Highway 19 to the recently constructed sanitary sewer trunk line that flows to the A.J Brown Wastewater Treatment Plant.

LJA proposes the following services and corresponding fees for this project. This proposal is made pursuant to the terms and conditions of the Agreement for Professional Services entered into on March 26, 2025 by and between LJA and City of Huntsville ("City").

SCOPE OF SERVICES

- A. Preliminary and Design Phase – ***This phase was previously authorized and therefore not included in this current proposal.***
- B. Bidding Phase – ***This phase was previously authorized and therefore not included in this current proposal.***
- C. Construction Phase
 - 1. Conduct a Pre-Construction Conference between the City, Engineer, and Contractor.
 - 2. Issue a work order with dates approved by the City.
 - 3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
 - 4. Review samples, schedules, shop drawings, and other data which the Contractor submits.

5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor, and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction plans.
2. Subsurface Utility Engineering – Quality Level “A”: Locate (Test Hole / Hydro-vac): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility / environment data.

Provide SUE – QL “A” services for pipeline locations at potential crossings within the project limits, and obtain any additional subsurface information required of the site conditions to prepare final construction drawings.

3. Environmental Site Assessment Services: Environmental Site Assessment (ESA) Services are proposed for the project, including the Waters of the U.S. Delineation, Archeological Records Review, Threatened and Endangered Species Assessment, and an ESA Phase I. Plans to be reviewed and documented that the project qualifies for the Nationwide Permit 58 without submittal to the USACE. If USACE review is determined to be required for the Nationwide Permit, or if an Individual Permit is determined to be required for the project, we will request approval from the City for the scope of work and additional fee prior to moving forward.
4. Storm Water Pollution Plan: Storm Water Pollution Prevention Plan Services are proposed to address the project’s proposed improvements.
5. TXDOT Permitting: Coordinate location of proposed facilities within the State ROW with TXDOT and obtain utility permit approvals through the TXDOT RULIS process.
6. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
7. Testing: Provide as required testing, field and laboratory, of construction materials.
8. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review the progress of the contractor’s work. These visits will be performed on an as-needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee, or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the

work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

9. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.
10. Easement Documents: Provide easement exhibits, as well as metes and bounds descriptions for proposed easements required for alignment and construction. ***It is our understanding the City Surveyor will prepare all easement documents for this project and therefore no easement documents will be required.***
11. Easement Acquisition: Provide professional services for the acquisition of easements for waterlines associated with this proposal within the City of Huntsville. ***It is our understanding the City will provide all easement acquisition services for this project and therefore no easement acquisition will be required.***

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

The Total Basic Engineering and Additional Service Fees associated with design-related tasks are \$196,500.00, and are summarized in the table below:

DESIGN-RELATED TASKS AUTHORIZATION			
Additional Services			
Phase	Description	Contract Type	FEE
908A	Environmental Services – WOTUS Delineation	Lump Sum	\$ 10,000.00
908B	Environmental Services – Archeological Records Review	Lump Sum	\$ 4,000.00
908C	Environmental Services – Threatened and Endangered Species	Lump Sum	\$ 4,000.00
908D	Environmental Services – Phase I Site Assessment	Lump Sum	\$ 6,000.00
908E	Environmental Services – Plan Review Letter	Lump Sum	\$ 3,000.00
909	TXDOT RULIS Permitting	Lump Sum	\$ 7,500.00
923	Subsurface Utility Engineering – QL A	Lump Sum	\$ 30,000.00
925	Topographic Surveys	Lump Sum	\$ 70,000.00
926	Geotechnical Investigation	T&M	\$ 45,000.00
928	SWPPP Report	Lump Sum	\$ 7,000.00
Z99	Reimbursable Expenses	T&M	\$ 10,000.00
Sub-Total Additional Services			\$ 196,500.00
TOTAL DESIGN-RELATED TASKS AUTHORIZATION			\$ 196,500.00

The Total Basic Engineering and Additional Service Fees associated with construction-related tasks are \$207,500.00, and are summarized in the table below:

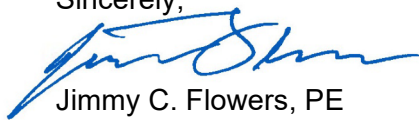
CONSTRUCTION-RELATED TASKS AUTHORIZATION			
Basic Services			
<u>Phase</u>	<u>Description</u>	<u>Contract Type</u>	<u>FEE</u>
905	Basic Engineering – Construction Administration Phase	Lump Sum	\$ 67,500.00
Sub-Total Basic Services			\$ 67,500.00
Additional Services			
<u>Phase</u>	<u>Description</u>	<u>Contract Type</u>	<u>FEE</u>
906	Project Representative (10 - 15 Hours per Week)	T&M	\$ 75,000.00
907	Record Drawings	Lump Sum	\$ 5,000.00
927	Construction Materials Testing	T&M	\$ 60,000.00
Sub-Total Additional Services			\$ 140,000.00
TOTAL CONSTRUCTION-RELATED TASKS AUTHORIZATION			\$ 207,500.00

ACCEPTANCE AND AUTHORIZATION

If the above Scope of Services and Basis of Compensation are satisfactory to you, we will consider your signature in the space provided below as our authorization to proceed.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, PE
Vice President

JCF/msc

Attachment(s)

Proposal Accepted By:

CITY OF HUNTSVILLE
Dr. Kathlie S. Jeng-Bulloch, P.E., B.C.
WRE, CFM
City Engineer
Director of Engineering Department

By: _____

Date: _____



City of Huntsville
Project Name: AJ-09 Sanitary Sewer Gravity Replacement
COH Project #25-10-02
LJA Project # E243-0050,
Professional Services Agreement
Amendment # 1

This Amendment is to the Professional Services Agreement between the City of Huntsville (the "Owner") and LJA Engineering, Inc. (the "Engineer"), dated March 26, 2025. All other terms and conditions in the original Agreement shall remain in full force and effect and govern this Amendment.

Included in this Amendment are Additional Services and Construction Phase Services as detailed in Proposal #0000004307 dated October 22, 2025, for the AJ-09 Sanitary Sewer Gravity Replacement Project #25-10-02. This Amendment increases the Initial amount for professional services costs as shown below:

Initial Agreement Amount	\$ 382,500.00
Amendment # 1	<u>\$ 404,000.00</u>
Revised Agreement Amount	<u>\$ 786,500.00</u>

Within 10 days of the date this Amendment is signed by the Engineer, the Engineer shall provide a current and updated Certificate of Professional and Liability Insurance.

Approved:

By: _____
Engineer – LJA Engineering, Inc. _____ **Date**

Printed Name: _____

Title: _____

By: _____
Owner – City of Huntsville _____ **Date**

Printed Name: Scott E. Swigert

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Date: _____

Date: _____

October 22, 2025

Dr. Kathlie S. Jeng-Bulloch, P.E., B.C. WRE, CFM
City Engineer
Director of Engineering Department
448 Highway 75 North
Huntsville, Texas 77320

Re: Project Name: Sanitary Sewer Gravity Replacement in the AJ-09 Basin
Engineering and Construction Services
City of Huntsville Project ID #: 25-10-02
LJA Project No. E243-0050
LJA Proposal No. 0000004307

Dear Dr. Bulloch:

In response to your request and on behalf of our project team, LJA Engineering, Inc. (LJA) is pleased to submit this change order proposal to provide the additional engineering and construction services associated with the Sanitary Sewer Gravity Replacement in the AJ-09 Basin project, COH ID #25-10-02. This project consists of the replacement of approximately 8,500 linear feet of 10-inch sanitary sewer gravity lines with new 18-inch and 21-inch sanitary sewer gravity lines, within the AJ-09 Basin from State Highway 19 to the recently constructed sanitary sewer trunk line that flows to the A.J Brown Wastewater Treatment Plant.

LJA proposes the following services and corresponding fees for this project. This proposal is made pursuant to the terms and conditions of the Agreement for Professional Services entered into on March 26, 2025 by and between LJA and City of Huntsville ("City").

SCOPE OF SERVICES

- A. Preliminary and Design Phase – ***This phase was previously authorized and therefore not included in this current proposal.***
- B. Bidding Phase – ***This phase was previously authorized and therefore not included in this current proposal.***
- C. Construction Phase
 - 1. Conduct a Pre-Construction Conference between the City, Engineer, and Contractor.
 - 2. Issue a work order with dates approved by the City.
 - 3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
 - 4. Review samples, schedules, shop drawings, and other data which the Contractor submits.

5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor, and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction plans.
2. Subsurface Utility Engineering – Quality Level “A”: Locate (Test Hole / Hydro-vac): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility / environment data.

Provide SUE – QL “A” services for pipeline locations at potential crossings within the project limits, and obtain any additional subsurface information required of the site conditions to prepare final construction drawings.

3. Environmental Site Assessment Services: Environmental Site Assessment (ESA) Services are proposed for the project, including the Waters of the U.S. Delineation, Archeological Records Review, Threatened and Endangered Species Assessment, and an ESA Phase I. Plans to be reviewed and documented that the project qualifies for the Nationwide Permit 58 without submittal to the USACE. If USACE review is determined to be required for the Nationwide Permit, or if an Individual Permit is determined to be required for the project, we will request approval from the City for the scope of work and additional fee prior to moving forward.
4. Storm Water Pollution Plan: Storm Water Pollution Prevention Plan Services are proposed to address the project’s proposed improvements.
5. TXDOT Permitting: Coordinate location of proposed facilities within the State ROW with TXDOT and obtain utility permit approvals through the TXDOT RULIS process.
6. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
7. Testing: Provide as required testing, field and laboratory, of construction materials.
8. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review the progress of the contractor’s work. These visits will be performed on an as-needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee, or ensure the work done by the contractors. Since it is the contractor’s responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors’ failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the

work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

9. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.
10. Easement Documents: Provide easement exhibits, as well as metes and bounds descriptions for proposed easements required for alignment and construction. ***It is our understanding the City Surveyor will prepare all easement documents for this project and therefore no easement documents will be required.***
11. Easement Acquisition: Provide professional services for the acquisition of easements for waterlines associated with this proposal within the City of Huntsville. ***It is our understanding the City will provide all easement acquisition services for this project and therefore no easement acquisition will be required.***

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

The Total Basic Engineering and Additional Service Fees associated with design-related tasks are \$196,500.00, and are summarized in the table below:

DESIGN-RELATED TASKS AUTHORIZATION			
Additional Services			
Phase	Description	Contract Type	FEE
908A	Environmental Services – WOTUS Delineation	Lump Sum	\$ 10,000.00
908B	Environmental Services – Archeological Records Review	Lump Sum	\$ 4,000.00
908C	Environmental Services – Threatened and Endangered Species	Lump Sum	\$ 4,000.00
908D	Environmental Services – Phase I Site Assessment	Lump Sum	\$ 6,000.00
908E	Environmental Services – Plan Review Letter	Lump Sum	\$ 3,000.00
909	TXDOT RULIS Permitting	Lump Sum	\$ 7,500.00
923	Subsurface Utility Engineering – QL A	Lump Sum	\$ 30,000.00
925	Topographic Surveys	Lump Sum	\$ 70,000.00
926	Geotechnical Investigation	T&M	\$ 45,000.00
928	SWPPP Report	Lump Sum	\$ 7,000.00
Z99	Reimbursable Expenses	T&M	\$ 10,000.00
Sub-Total Additional Services			\$ 196,500.00
TOTAL DESIGN-RELATED TASKS AUTHORIZATION			\$ 196,500.00

The Total Basic Engineering and Additional Service Fees associated with construction-related tasks are \$207,500.00, and are summarized in the table below:

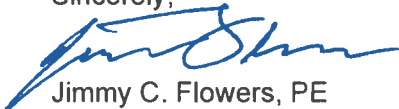
CONSTRUCTION-RELATED TASKS AUTHORIZATION			
Basic Services			
Phase	Description	Contract Type	FEE
905	Basic Engineering – Construction Administration Phase	Lump Sum	\$ 67,500.00
Sub-Total Basic Services			\$ 67,500.00
Additional Services			
Phase	Description	Contract Type	FEE
906	Project Representative (10 - 15 Hours per Week)	T&M	\$ 75,000.00
907	Record Drawings	Lump Sum	\$ 5,000.00
927	Construction Materials Testing	T&M	\$ 60,000.00
Sub-Total Additional Services			\$ 140,000.00
TOTAL CONSTRUCTION-RELATED TASKS AUTHORIZATION			\$ 207,500.00

ACCEPTANCE AND AUTHORIZATION

If the above Scope of Services and Basis of Compensation are satisfactory to you, we will consider your signature in the space provided below as our authorization to proceed.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, PE
Vice President

JCF/msc

Attachment(s)

Proposal Accepted By:

CITY OF HUNTSVILLE
Dr. Kathlie S. Jeng-Bulloch, P.E., B.C.
WRE, CFM
City Engineer
Director of Engineering Department

By: _____

Date: _____



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 2.i.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement with Pape-Dawson for professional engineering services for the FY 24-25 CIP Project # 8 Gravity Lines Rehabilitation Project in the AJ-10 Basin.

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 Pape-Dawson for professional engineering services for the FY 24-25 CIP Project # 8, AJ-10 Basin Gravity Lines Rehabilitation Project in the amount of \$584,835.30. This authorization includes Seven (4) Tasks of Basic Services, and Two (4) 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.

Pape-Dawson 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 # 8 which includes replacing and upsizing the existing gravity lines in the AJ-10 Basin.

This project includes replacement of approximately 13,000 linear feet of gravity lines ranging in size from 6" to 24" in diameter with new gravity lines up to 36" in diameter and replacement of sanitary MHs along the alignment. (See maps for construction area)

The recommended lines are sized to address known existing system capacity constraints, as well as to convey projected peak to 2050 flows. This project will also alleviate the existing lack of capacity in these lines to convey peak wet weather wastewater flows as evidenced by surcharge conditions during flow monitoring. The additional capacity provided by this replacement line will help the City maintain

regulatory compliance regarding the prevention of surcharge and sanitary sewer overflows in a gravity sewer system (TCEQ 217.53).

The project starts at the north of the intersection of Hill St. and Smith Hill Road along existing 12" gravity line toward east to intercept with the existing 24" gravity line (Exhibit 1); turning to the south to along 24" gravity line up to south of 7th St (Exhibit 2). Exhibit 3 identifies the area bottle necks for existing 10", 15" and 24" which will be replaced with 12", 18", 21" and 36" gravity lines in this project.

After negotiations of the Scope of Services and Fee Proposals, the total fee proposed by Pape-Dawson is \$584,835.30, which includes Basic Services (PER, Design, Bid Phase, and Construction Phase Services); and Additional Services (Survey, Topo, Geo and Material Testing, Environmental Services including Endangered Species Assessment).

Previous Council Action: The City Council approved FY 2024-2025 CIP budget for Project # 8.

Financial Implications: ☒ **Item is budgeted:** FY 24-25 CIP and 2025 Bond Issue in the amount of \$833,000.00 for Design and part of Construction.

Approvals:

Kathlie Jeng-Bulloch

Ricardo Villagrand

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Exhibit 1 - 3
2. Proposal 250826 (P0004545-025) R1 11 11 2025
3. Draft agreement project 8

EXHIBIT 1

LEGEND

EXISTING 12" PIPE UPSIZE TO 21"
EXISTING 24" PIPE UPSIZE TO 36"
EXISTING SANITARY SEWER (SIZE VARIES), TO
REMAIN IN PLACE



BREAK LINE; SEE
EXHIBIT 2

NOTES:

- 1) ALL MANHOLES ALONG SEGMENTS TO BE REPLACED
- 2) ALL PIPES ARE VIRTEOUS CLAY UNLESS STATED OTHERWISE

BREAK LINE; SEE
EXHIBIT 3

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of the information provided on this map. For more information, please visit www.huntsvilletx.gov/gis

1:6,000

On 8.5 x 11 inch Print



0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/25/2025

CITY OF HUNTSMVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
ARCGIS WEB MAP



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

LEGEND

EXISTING 8" PIPE UPSIZE TO 12"

EXISTING SANITARY SEWER (SIZE VARIES), TO
REMAIN IN PLACE**EXHIBIT 2****BREAK LINE; SEE
EXHIBIT 1****NOTES:**

- 1) ALL MANHOLES ALONG SEGMENTS TO BE REPLACED
- 2) ALL PIPES ARE VIRTEOUS CLAY UNLESS STATED OTHERWISE

**BREAK LINE; SEE
EXHIBIT 3**

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

1:6,000

On 8.5 x 11 inch Print

0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/25/2025

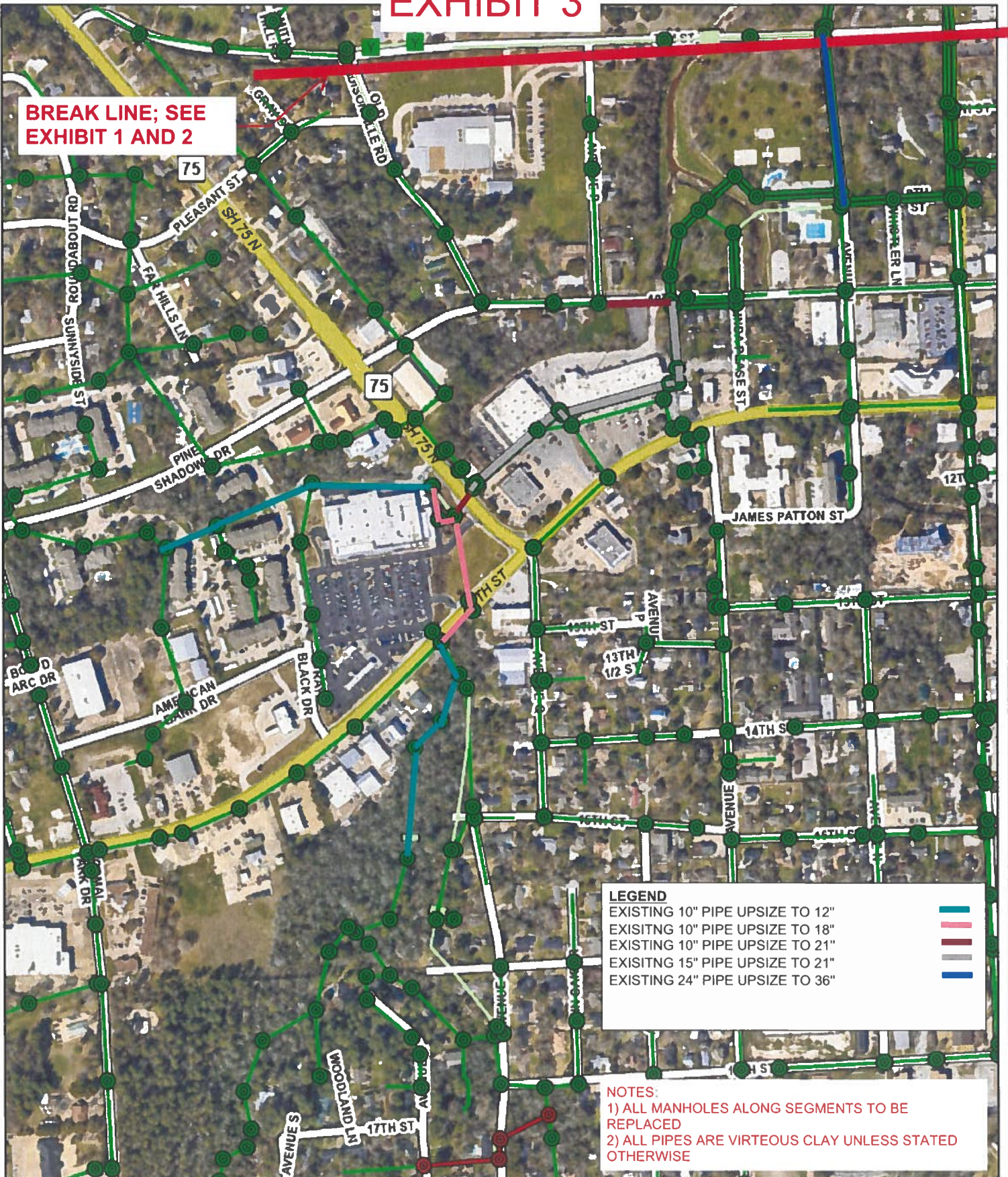
CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
ARCGIS WEB MAP



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

EXHIBIT 3

BREAK LINE; SEE EXHIBIT 1 AND 2



- LEGEND**
- EXISTING 10" PIPE UPSIZE TO 12"
 - EXISTING 10" PIPE UPSIZE TO 18"
 - EXISTING 10" PIPE UPSIZE TO 21"
 - EXISTING 15" PIPE UPSIZE TO 21"
 - EXISTING 24" PIPE UPSIZE TO 36"

- NOTES:**
- 1) ALL MANHOLES ALONG SEGMENTS TO BE REPLACED
 - 2) ALL PIPES ARE VIRTEOUS CLAY UNLESS STATED OTHERWISE

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

1:6,000

On 8.5 x 11 inch Print

0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/25/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

ARCGIS WEB MAP



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

October 7, 2025
(Revised November 6, 2025)

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

Via Email: kjengbulloch@huntsvilletx.gov

Re: Sanitary Sewer Replacement within the AJ Brown Basin
City of Huntsville, Walker County, Texas

Dear Dr. Jeng-Bullock:

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

PROJECT UNDERSTANDING

The City of Huntsville (City) owns and operates a sanitary sewer system within their city limits and has identified gravity lines in need of upsizing and replacement. Please refer to Exhibit 1-3 (attached) for limits of gravity sewer replacement. The City requests engineering services to replace gravity sewer lines including Basic and Additional Services from design to construction completion.

The project will consist of replacing approx. 13,000 linear feet of gravity sanitary sewer lines ranging in size from 6" to 24" diameter with new sewer pipe up to 36" diameter and replacement of sanitary sewer manholes along the alignment. Sanitary sewer lines designated to be replaced per Exhibits 1-3 are based on recommendations from the *2016 Water and Wastewater Collection and Capacity Assessment* by FNI.

Project Scope

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

BASIC SERVICES

I. PROJECT MANAGEMENT

This item represents an allowance and allotment to account for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc. as requested
- Coordinate project team to meet and schedule deliverables
- Attend project kick off meeting (in person) and Final Design Phase progress meetings (virtual). Proposal allows eight (8) final design progress meetings. Prepare and distribute meeting minutes.

- Coordination and status reporting with client and other stakeholders
- Includes two (2) site visits (Final Design Phase only) with client and/or client representatives and stakeholders
- Provide exhibits to facilitate design concepts, presentations, and owner decisions
- Participation in any public meeting as required for project presentation, one (1) maximum
- Coordination with TxDOT, Texas Department of Criminal Justice, and local retail business shopping centers.

II. FINAL DESIGN

- Request facility maps from local dry utility companies for conflicts, review facilities within the project area, produce utility conflict tables, and coordinate conflict resolution or relocation.
- Final Plans
 - Produce 60% PSE Documents for City Review
 - 60% Plan Set (plan set sized as 22"x34")
 - Cover sheet with Notes and Sheet Index
 - Overall Layouts
 - Plan and Profiles (assume 13 sheets with 1":40' horizontal scale)
 - City's standard Detail Sheets
 - Traffic Control Sheets and Details
 - Detour Routes
 - SWPPP Layouts with Details
 - Engineer's Opinion of Probable Construction Cost
 - Submittal documents submitted as PDF.
 - Produce 90% PSE Documents for City Review
 - Revise PSE documents per comments received from 60% submittal
 - Project Manual with City's front-end documents, bid form, and bid specifications; Project Manual to include sanitary sewer line flow data and HGL data to allow Contractor to adequately prepare bids for bypass pumping operations during construction. Sanitary Sewer data to be provided by the City of Huntsville.
 - Attend the 90% Submittal Review meeting with City staff and produce meeting minutes
 - Submittal documents submitted as PDF.
 - Produce 100% PSE Documents for City Review
 - Review and revise PSE documents per comments from the 90% submittal review meeting
 - Produce plan sets for final review
 - Attend Final submittal review meeting with City staff and produce meeting minutes

- Review and revise PSE documents per comments from the Final meeting and submit a signed/sealed bid set for the City Engineer's signature
- Submittal documents submitted as PDF.
- Bid set and final bid documents to be signed by EOR (signed and sealed documents to be submitted as PDF)

III. BID PHASE

This task includes the following:

- Provide electronic copies of the bid-ready plans and project manual to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit the Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction
- Prepare 5 hard copies of the addenda posted construction plan sets (full size) and project manual for the distribution to the awarded Contractor and the City

IV. CONSTRUCTION PHASE

- Construction Phase Services
 - Attend a pre-construction meeting with the contractor selected by City
 - Assist in preparation/review of construction contract
 - Provide an electronic PDF set of Addenda, posted plans, and project manual for team distribution. (fully executed)
 - Conduct monthly construction progress meetings (assume 8) and prepare copies of report/minutes (coincides with monthly site visits)
 - Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to the City (includes Contractor's submitted bypass pumping plans)
 - Review pay estimates that have previously been reviewed by City Staff. Sign and return a copy for documentation (quantity verification not included with pay estimate review).
 - Respond to inquiries by City staff on an as-needed basis
 - Attend meetings as requested by City staff
- Construction Observation
 - Engineer to provide periodic on-site field visits, no less than monthly during the construction, to observe construction status and quality of work, and review general conformance of construction to engineer's plans (coincides with monthly progress meetings)
 - Conduct substantial/final inspections. Prepare master punch list developed in conjunction with City Staff

- Project Closeout Assistance
 - Coordinate City punch list items with the contractor
 - Prepare and provide the final acceptance letter and the start of one year maintenance period letter
 - Produce Record Drawings and provide in electronic format (PDF) and shape files compatible with City GIS

ADDITIONAL SERVICES

V. SURVEY SERVICES

A. RIGHT-OF-WAY BOUNDARY BASE MAP (TASK 104)

PD will perform right-of-way (R.O.W.) survey along the proposed route as presented in the referenced Exhibits 1-3. The R.O.W. survey mapping will include:

- Research and obtain deeds and plats for above mentioned roads if available.
- Field recovery will be performed to locate field monuments along the project scope.
- Provide linework that represents the apparent right-of-way lines and/or rear property lines within the scope area.
- It is assumed that right of entry will be granted to all necessary properties, including state, city, and privately owned tracts. Any delays in obtaining access may result in additional fees and could impact the ability to meet project deadlines.
- Provide boundary analysis support for reporting easements reflected in the abstractor's report(s),
- Provide boundary analysis support for reporting easements reflected in the abstractor's report.

B. ABSTRACTORS REPORT (TASK 191)

- Pape-Dawson to coordinate with a local title company to prepare up to fifteen (15) abstractor reports as needed.
- Abstractors reports to be billed at \$500 each.

C. TOPOGRAPHIC SURVEY (TASK 105)

PD will perform a topographic survey with the following tasks to support design for the sanitary sewer line replacement and upsizing of approximately 13,000 linear feet:

- Establish Project Control (horizontal & vertical). Project control will be based on City of Huntsville Survey Monuments, using the Texas Coordinate System, North American Datum 1983 (NAD83), Central Zone. Vertical datum as directed and coordinated with the City or as directed by the surveyor's engineer.
- Establish project control points at 500-1000' intervals when applicable. Located within or near the project area, but in an area least likely to be

disturbed, the control points will be within visible range of each other and suitable for either conventional or GPS use. Coordination with the city to provide existing control that may exist on the nearby project, if required.

- Prepare Project Control Sheets for the project to be delivered in full-size or half-size PDF.
- Supplement LiDAR with a topographic survey along the proposed route in the referenced Exhibit 1-3. Survey utilizing City of Huntsville LiDAR and aerial Imagery, Pape-Dawson to supplement LiDAR with cross section checks at a maximum interval of 500'. Half cross-sections of roadways will be obtained on the side of the sanitary exists. Full cross-sections of roadway will be obtained where the sanitary crosses roadway(s) or is in the centerline of the road. Identify locations and elevations of physical features, including but not limited to: fences, walls, sidewalks, driveways, driveway curbs, power poles, light poles, fire hydrants, water valves, water meters, storm sewer manholes, storm sewer inlets, sanitary manholes, clean outs, off-site drain pipe, etc.
- Supplement LiDAR with conventional surveying of pavement edges, driveways, grade breaks, drainage structures (including pipe size, material, top and invert elevations), and roadway signs (labeled accordingly) as they occur or at 500-foot intervals.
- If heavily silted, reasonable effort by survey crews will work to excavate the drainage structure flow lines; no other excavation will be performed by survey crews.
- Elevations for top of structure, flowline, size, direction & type of all manholes, inlets, and culverts.
- Surveyor to rely on Texas 811 utility companies to provide locations of the subsurface utility lines. Pape-Dawson to locate the visible markings/pin flags provided by Texas 811 on the surface. Pape Dawson has not included any separate and return trips for survey crews to locate exposed utilities for potholes/test holes (if performed by SUE consultant).
- Subsurface utilities locates are not included within this scope.
- Topographic survey deliverables will include an AutoCAD drawing with 1-foot contour intervals and labeling visualized at a 20-40-foot scale, a LandXML TIN file, and a PNEZD comma-delimited point file.
- This scope does not include locating trees.
- Pape-Dawson assumes thirteen (13) field days to complete.
- It is assumed that right of entry will be granted to all necessary properties, including state, city, and privately owned tracts. Pape-Dawson will hang door tags supplied by the City 24 hrs before entry to the property. Any delays in obtaining access may result in additional fees and could impact the ability to meet project deadlines. If Right of Entry documentation is required to access properties, Pape-Dawson charges \$1,400 per letter. For the purpose of this proposal, it is assumed that ten (10) Right of Entry Letters will be needed.

D. SURVEY PROJECT MANAGEMENT (TASK 193)

PD survey project management activities include internal project coordination as well as quality control. PD is to coordinate our activities with project engineers and the City of Huntsville, including one kick-off meeting, one status meeting, and one final close-out meeting.

VI. GEOTECHNICAL SERVICES

This scope, provided by Associated Testing Laboratories (ATL), includes conducting a geotechnical investigation to develop an accurate and comprehensive design for the replacement of the City's existing sanitary sewer system, as highlighted in Exhibit 1-3. The field investigation will include a total of 13 soil borings ranging in depth from 15-feet to 30-feet to evaluate the subsurface soils and groundwater conditions.

- **Field Exploration**

- ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan is presented in ATL's proposal (attached) (*Coordinates subject to change as per the One Call)
- Soil samples will be obtained continuously to termination depths. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.
- Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth. Drilling will be suspended for 15 minutes to facilitate water level observation of boring, after recording water level, drilling will be resumed. The boreholes will be backfilled with soil cutting and cored pavement will patch with lean concrete after drilling and sampling.

- **Laboratory Testing**

- Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

- **Engineering Analyses and Reporting**

- The field and laboratory data will be summarized in an engineering report. Analyses of the data will be presented, and recommendations will be made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
- Geotechnical analyses will be conducted using the field and laboratory test

data to provide geotechnical recommendations for the design and construction of the proposed storm sewer lines, and detention pond as follows:

- Boring logs & boring log profiles with generalized soil stratigraphy and groundwater levels.
- Site preparation and grading
- Recommendations regarding bedding and backfill for utility construction.
- Allowable bearing capacity
- Loads on buried pipes, including dead and live loads (vehicle loads).
- Recommendations regarding paving, including thickness, subgrade preparation and stabilization, pavement construction at Exhibit 3 locations.
- Excavation and trench construction and safety requirements.
- Dewatering considerations and recommendations.
- Construction considerations
- One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. An electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

VII. Environmental Services

A. JURISDICTIONAL WATERS DELINEATION (TASK 233)

Pape-Dawson to conduct jurisdictional waters determination on the subject property, following guidelines from the US Army Corps of Engineers (USACE), including the 1987 Wetland Delineation Manual. A report is to be prepared with a map of areas that would potentially be under the jurisdiction of the USACE according to the most recent guidance, data forms, soils, vegetation, and hydrology analysis. A summary of jurisdictional waters as defined in the Federal Wetland Regulations 33 Code of Federal Regulations (CFR) Part 328 and the Clean Water Act, as was done prior to the 2015 rule, and incorporating the Sackett Case Supreme Court decision, is also to be provided.

B. ENDANGERED SPECIES ASSESSMENTS (TASK 232)

- A US Fish and Wildlife Service (USFWS) permitted biologist familiar with the habitat requirements for species listed by the USFWS as having the potential to occur on the subject property to make a reconnaissance site visit.
- Based on the site visit and aerial photography, the likelihood of occurrence of species on the property is to be assessed. A report to be prepared describing the endangered species assessment methodology and

characteristics of the property that support the conclusions of habitat potential. The report to include a map-delineating area that may be suitable for the listed species.

C. AGENCY CONSULTATION LETTER (TASK 239)

As part of the project planning process prior to project construction, Pape-Dawson cultural resources staff to prepare a consultation letter for the lead regulatory agency summarizing the existing conditions OR verifying the project meets the requirements of Antiquities Code of Texas (Subchapter A, Sec. 191.0525[d]) and to provide concurrence with recommendations that no cultural resources survey is needed.

- For projects located on land owned by a political subdivision or agency of the state, compliance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26) as implemented by the Texas Historical Commission is required.

As the proposed project is within public ROW, the above scope of work is intended to provide compliance with the ACT.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No value engineering is included herein.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *Any required archaeological fieldwork to be covered under a supplemental scope and fee.*
- ◆ *If U.S. Army Corps of Engineers (USACE) regulatory compliance under Section 404 or Section 408 is, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*
- ◆ *In addition, projects with the potential to impact human remains and/or graves, must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).*

Design Criteria

All design work will be completed as per the City of Huntsville Engineering Design Criteria and applicable design standards.

Summary of Scope and Fees

Basic Services

I.	Project Management	Lump Sum	\$71,895.00
II.	Final Design Phase	Lump Sum	\$144,050.00
III.	Bid Phase Services	Lump Sum	\$8,980.00
IV.	Construction Phase Services	Lump Sum	\$99,945.00

Additional Services

V.	Survey Services		
	A. ROW Boundary Maps	Lump Sum	\$15,000.00
	B. Abstractors Report	Allowance	\$7,500.00
	C. Topographic Survey	Lump Sum	\$75,000.00
	D. Survey Project Management	Lump Sum	\$5,500.00
	E. Right of Entry Letter	Allowance	\$14,000.00
VI.	Geotechnical Services		
	A. Geotechnical Testing and Report	Lump Sum	\$88,465.30
	B. Site Clearing	Allowance	\$17,600.00
VII.	Environmental Services		
	A. Jurisdictional Waters Delineation	Lump Sum	\$15,800.00
	B. Endangered Species Assessment	Lump Sum	\$4,000.00
	C. Agency Consultation Letter	Lump Sum	\$9,400.00
VIII.	<u>Reimbursable/Direct Expenses</u>	Allowance	\$7,700.00

Total Engineering Budget \$584,835.30

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance, or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$584,835.30** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

SCHEDULE

Attached to this proposal is a project schedule with assumed Notice to Proceed date. Schedule is subject to change based on City issuing Notice to Proceed.

AGREEMENT

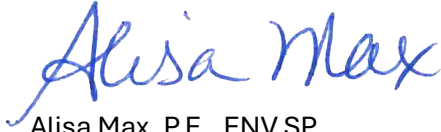
Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the ____ day of _____, 2025, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF HUNTSVILLE



Alisa Max, P.E., ENV SP
Vice President

Signature: _____

Name: _____

Title: _____

Date: _____



Dustin O'Neal, P.E.
Managing Principal, Houston

CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO

Name: _____

Address: _____

Phone: _____

Email: _____

Attachments

- Exhibits 1 – 3
- Engineering Fee Breakdown
- Schedule
- Geotechnical Services Proposal

EXHIBIT 1

LEGEND

EXISTING 12" PIPE UPSIZE TO 21"

EXISTING 24" PIPE UPSIZE TO 36"

EXISTING SANITARY SEWER (SIZE VARIES), TO
REMAIN IN PLACE



**BREAK LINE; SEE
EXHIBIT 2**

NOTES:

- 1) ALL MANHOLES ALONG SEGMENTS TO BE REPLACED
- 2) ALL PIPES ARE VIRTEOUS CLAY UNLESS STATED OTHERWISE

**BREAK LINE; SEE
EXHIBIT 3**

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of the information provided on this map.

For more information, please contact the City of Huntsville GIS Division at: www.huntsvilletx.gov/gis

1:6,000

On 8.5 x 11 inch Print

0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/25/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

ARCGIS WEB MAP



LEGEND

EXISTING 8" PIPE UPSIZE TO 12"

EXISTING SANITARY SEWER (SIZE VARIES), TO
REMAIN IN PLACE



EXHIBIT 2

**BREAK LINE; SEE
EXHIBIT 1**

NOTES:

- 1) ALL MANHOLES ALONG SEGMENTS TO BE REPLACED
- 2) ALL PIPES ARE VIRTEOUS CLAY UNLESS STATED OTHERWISE

**BREAK LINE; SEE
EXHIBIT 3**

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

1:6,000

On 8.5 x 11 inch Print



0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/25/2025

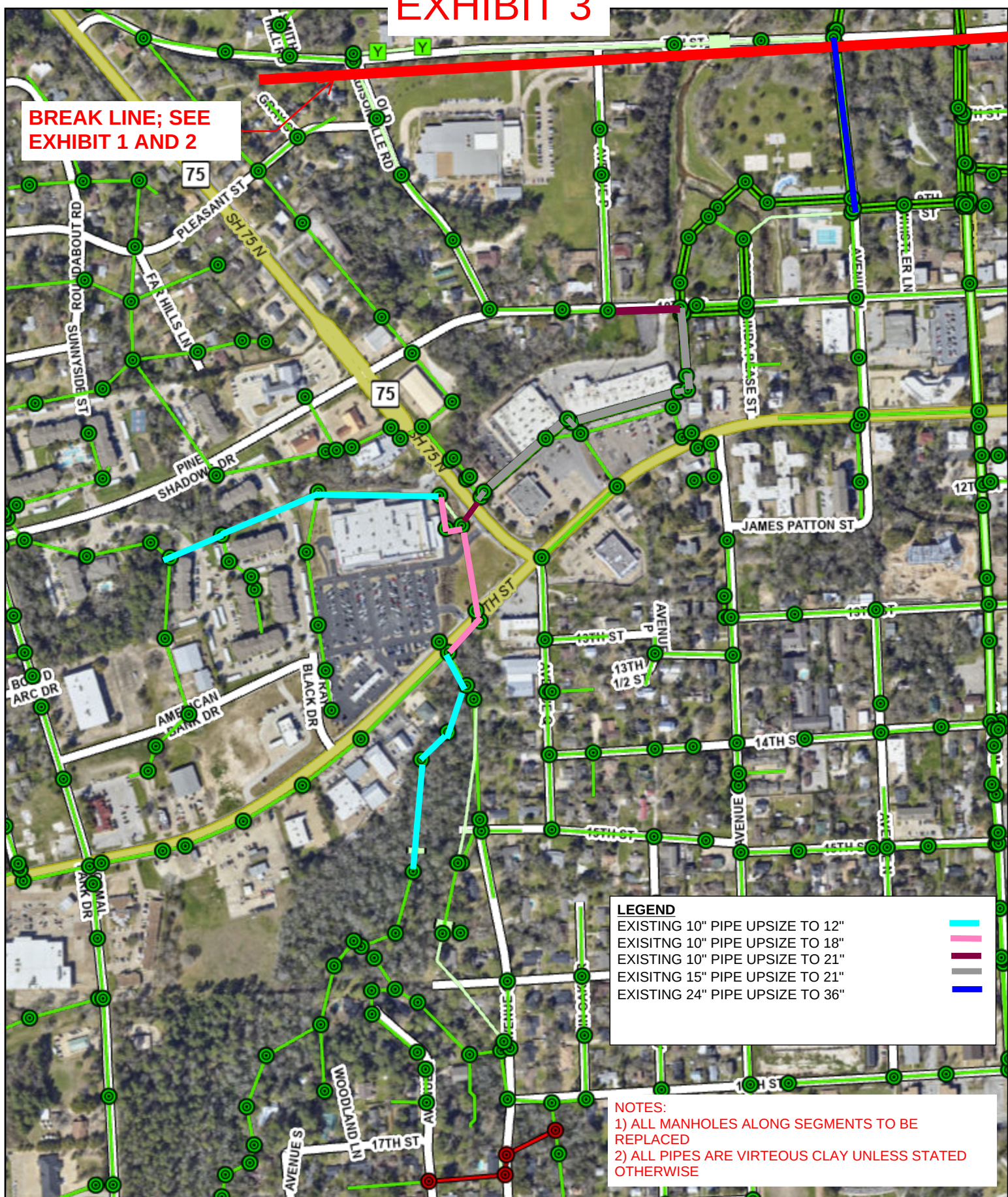
CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

ARCGIS WEB MAP



EXHIBIT 3

**BREAK LINE; SEE
EXHIBIT 1 AND 2**



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

1:6,000

On 8.5 x 11 inch Print

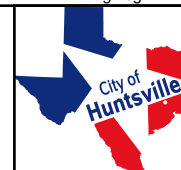
0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 7/25/2025

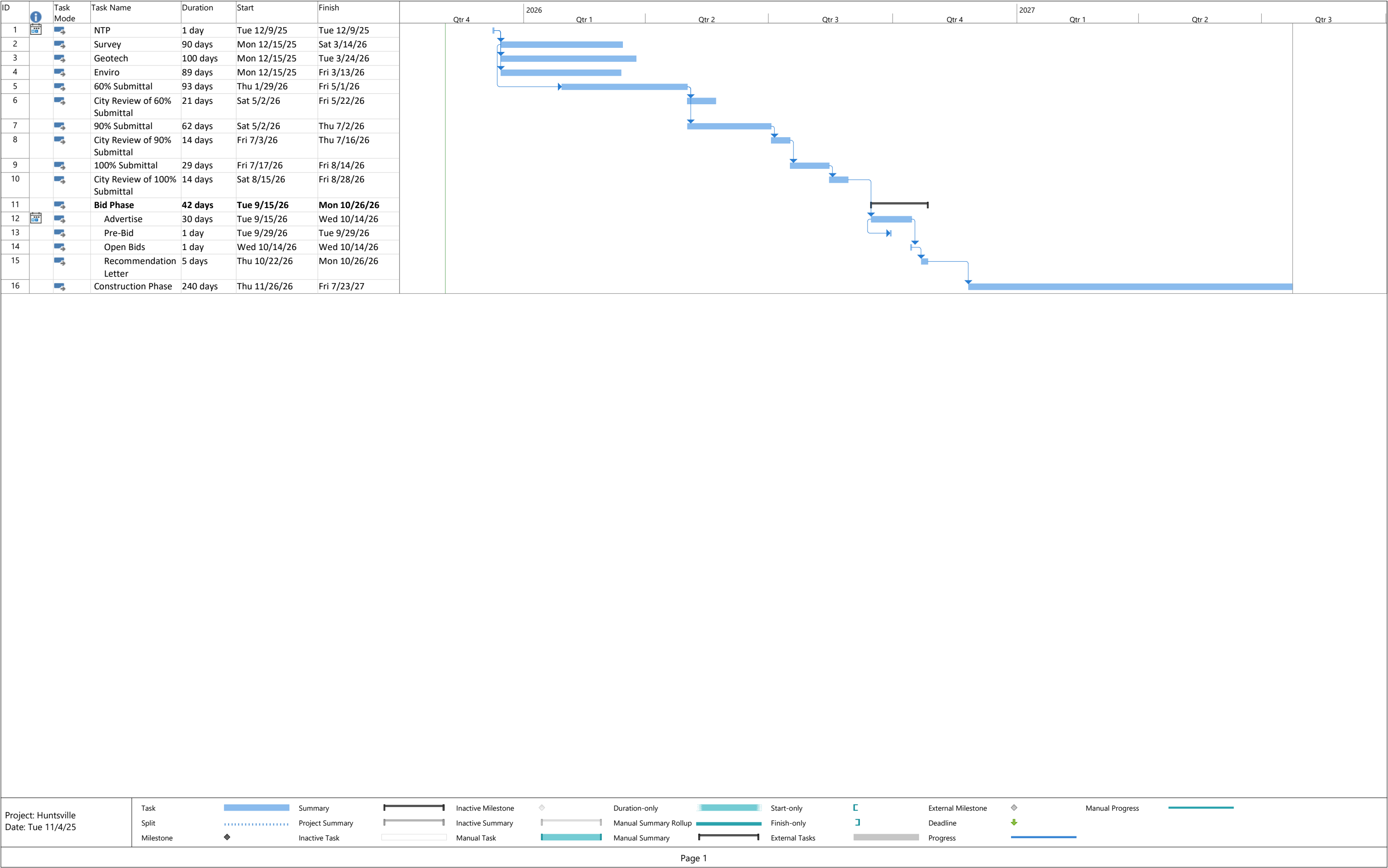
CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

ARCGIS WEB MAP



DATE																	
		VICE PRES.	SR. PROJ. MGR	PROJ. MANAGER	SR. PROJ. ENGR	PROJ. ENGR	ENGINEER II	SR. DESIGNER	CADD TECH	GIS MANAGER	GIS ANALYST	ADMIN	Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 10%)	Total Budget
MULTIPIER		3.25	3.25	2.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25					
RAW RATE		\$123.08	\$96.92	\$106.67	\$70.77	\$61.54	\$46.15	\$64.62	\$41.54	\$61.54	\$49.23	\$43.08					
BASIC SERVICES																	
Project Management																	
1	Project Mangement	5	20	60								10	\$24,100			\$0.00	\$24,100.00
2	Attend Kick Off/Design Phase Progress Meetings and Prepare Meeting Minutes (assume 8)	4	6	6		12						9	\$8,590			\$0.00	\$8,590.00
3	Site Visits during Final Design Phase (assume 2)			10		10							\$4,400			\$0.00	\$4,400.00
4	Coordination with TxDOT, TDCJ, and local commerical centers	5	30	30		20			10				\$24,000			\$0.00	\$24,000.00
5	Preperation of Exhibits		2	5		10		5	10				\$6,230			\$0.00	\$6,230.00
6	Public Meeting or Townhall (assume 1)	5	5			5							\$4,575			\$0.00	\$4,575.00
Final Design																	
1	Prepare 60%, 90%, and 100% Plan Set																
1.1	Cover Sheet, Notes, and Sheet Index		1	3			5		5				\$2,460			\$0.00	\$2,460.00
1.2	Overall Layouts (assume 2 sheets)		1	2		5		5	10				\$4,195			\$0.00	\$4,195.00
2	Plan and Profiles (assume 13 sheets)		4	4		20	20	40	90				\$29,770			\$0.00	\$29,770.00
2.1	Traffic Control Sheets including Detour Routes (assume 2 overall layout, 3 design sheets, and 4 typical detail sheets)		5	10		30		25	45				\$21,300			\$0.00	\$21,300.00
2.2	Standard Details		1	5		5	10		10				\$5,365			\$0.00	\$5,365.00
2.3	SWPPP Plan Sheets and Details (assume 2 layouts and 1 detail sheet)		1	1		2	5		20				\$4,405			\$0.00	\$4,405.00
1	Prepare 60% PSE Submittal																
1.1	Plan Set		5	5		10	15	5	15				\$10,100			\$0.00	\$10,100.00
1.2	OPCC		1	3		5	10						\$3,535			\$0.00	\$3,535.00
1.2	QA/QC of Submittal		10										\$3,150			\$0.00	\$3,150.00
2	Prepare 90% PSE Submittal																
2.1	Revise Plan Set per City Comments		5	5		10	20	5	15				\$10,850			\$0.00	\$10,850.00
2.2	Update OPCC		1	1		2	10						\$2,455			\$0.00	\$2,455.00
2.3	QA/QC of Submittal		15										\$4,725			\$0.00	\$4,725.00
2.3	Prepare Project Manual with Front End Document and Bid Form		5	5		10	15						\$7,025			\$0.00	\$7,025.00
2.4	Attend 90% Submittal Review Meeting and Prepare Meeting Minutes		5	5								1	\$2,915			\$0.00	\$2,915.00
3	Prepare 100% PSE Submittal																
3.1	Revise Plan Set per Review Meeting and City Comments		1	5		5	15	5	10				\$7,165			\$0.00	\$7,165.00
3.2	Update OPCC		1	1		2	10						\$2,455			\$0.00	\$2,455.00
3.3	Update Project Manual with Front End Document and Bid Form		1	3		5	10						\$3,535			\$0.00	\$3,535.00
3.3	QA/QC of Submittal		15										\$4,725			\$0.00	\$4,725.00
3.4	Attend 100% Submittal Review Meeting and Prepare Meeting Minutes		5	5								1	\$2,915			\$0.00	\$2,915.00
4	Update 100% Submittal Per Review Meeting Comments and Submit signed/seal PSE documents		1	1		2	5	2	10				\$3,475			\$0.00	\$3,475.00
5	Utility Coordination		2	5		10	20					5	\$7,530			\$0.00	\$7,530.00
Bid Phase																	
1	Provide City with Bid Ready Plan Set and Project Manual with Bid Form		1				1		1				\$600			\$0.00	\$600.00
2	Attend Pre-Bid Meeting and prepare meeting Minutes		4									1	\$1,400			\$0.00	\$1,400.00
3	Respond the Bider's Quesitons		1	1		2	2						\$1,255			\$0.00	\$1,255.00
4	Prepare Addendums (assume 1)		1	1		1	1		1				\$1,040			\$0.00	\$1,040.00
5	Attend Bid Opening		4										\$1,260			\$0.00	\$1,260.00
6	Prepare Bid Summary and Award Recomendation Letter		1				5					1	\$1,205			\$0.00	\$1,205.00
7	Attend City Council Meeting for Award of Contract		4	4									\$2,220			\$0.00	\$2,220.00
Construction Services																	
1	Attend Pre-Construciton Meeting and Prepare Meeting Minutes		4	4			4					1	\$2,960			\$0.00	\$2,960.00
2	Assist in Preperation fo Contract Documents		1	1			4					4	\$1,715			\$0.00	\$1,715.00
3	Attend Monthly Construction Progress Meetings (assume 8) and Prepare Meeting Minutes		20	20			40					8	\$18,220			\$0.00	\$18,220.00
4	Attend Additional Meeting as Requested by City Staff (assume 8)		16	16			32					8	\$14,800			\$0.00	\$14,800.00
6	Review Submittals (assume 10)		5	5		5	20						\$6,775			\$0.00	\$6,775.00
7	Review RFIs (assume 5)		1	5		5	10		5				\$4,690			\$0.00	\$4,690.00
8	Review Change Orders (assume 4)		2	4		4							\$2,390			\$0.00	\$2,390.00
9	Review Pay Applications (assume 8)			8		8							\$3,520			\$0.00	\$3,520.00
11	Coordination with City Staff and Contractor		40	40		20	20						\$29,200			\$0.00	\$29,200.00
12	Substanital Completion Walkthrough and Punch List		8	8			10					2	\$6,220			\$0.00	\$6,220.00
13	Final Completion Walkthrough and Acceptance Letter		8	8			8					1	\$5,780			\$0.00	\$5,780.00
14	Prepare Beginning of One-Year Maintenance Letter		1									1	\$455			\$0.00	\$455.00
15	Record Drawings with GIS Shape Files		1	2			5		5	1	5		\$3,220			\$0.00	\$3,220.00

DATE																	
		VICE PRES.	SR. PROJ. MGR	PROJ. MANAGER	SR. PROJ. ENGR	PROJ. ENGR	ENGINEER II	SR. DESIGNER	CADD TECH	GIS MANAGER	GIS ANALYST	ADMIN	Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 10%)	Total Budget
		\$400.00	\$315.00	\$240.00	\$230.00	\$200.00	\$150.00	\$210.00	\$135.00	\$200.00	\$160.00	\$140.00					
Additional Services																	
1	Environmetal Services																
1.1	Jurisdictional Waters Delineation												\$15,800			\$0.00	\$15,800.00
1.2	Endangered Species Assessments												\$4,000			\$0.00	\$4,000.00
1.3	Agency Consulation Letter												\$9,400			\$0.00	\$9,400.00
2	Survey Services																
2.1	Right of Way Boundary Base Map												\$15,000			\$0.00	\$15,000.00
2.2	Abstractors Report												\$7,500			\$0.00	\$7,500.00
2.3	Topographic Survey												\$75,000			\$0.00	\$75,000.00
2.4	Survey Project Management												\$5,500			\$0.00	\$5,500.00
2.5	Right Of Entry Letters												\$14,000			\$0.00	\$14,000.00
3	Geotechnical Services																
3.1	Geotechnical Testing and Report												\$0	\$80,423.00		\$88,465.30	\$88,465.30
3.2	Site Clearing												\$0	\$16,000.00		\$17,600.00	\$17,600.00
4	Reimbursable/Direct Expenses												\$0	\$7,000.00		\$7,700.00	\$7,700.00
	Hours Subtotal	19	272	307	0	225	332	92	262	1	5	53					
SUBTOTAL BASIC SERVICES		\$ 7,600	\$ 85,680	\$ 73,680	\$ -	\$ 45,000	\$ 49,800	\$ 19,320	\$ 35,370	\$ 200	\$ 800	\$ 7,420	\$471,070	\$103,423.00	\$0.00	\$113,765.30	\$584,835.30



Page 1

Associated Testing Laboratories Project Proposal





Established in 1959, Associated Testing Laboratories was one of the first testing labs in Houston. Since then, ATL has served as a cornerstone of infrastructure development in the region. With decades of industry experience and a steadfast dedication to precision, we stand as your trusted partners in quality assurance.

At ATL, our professional engineers and certified lab technicians are armed with expertise, passion, and a relentless drive for excellence. We are continuously refining our processes to ensure the most advanced and effective solutions available for our clients.



**GEOTECHNICAL
ENGINEERING**



**CONSTRUCTION
MANAGEMENT**



**ENVIRONMENTAL
ENGINEERING**



**CONSTRUCTION MATERIALS
TESTING & INSPECTION**

- ✓ **A2LA accredited**
- ✓ **Certified field & lab technicians**
- ✓ **Professional insurance coverage**
- ✓ **In-house lab**

Geotechnical Engineering

Every infrastructure project requires consideration of sub-surface features, unique to each project site.

Geotechnical engineering is crucial to ensure the safety, stability, and cost-effectiveness of a project.



November 3, 2025 Proposal

No: GP25-0805Rev

Mr. Josh Netardus
Senior Project Manager
Pape-Dawson Engineers
2107 CityWest Boulevard, Third Floor
Houston, Texas 77042

Reference: Proposal for Geotechnical Investigation
City of Huntsville Sanitary Sewer Project
Huntsville, Texas

Dear Mr. Netardus:

Associated Testing Laboratories, Inc. (ATL) is pleased to submit a proposal for the above-referenced project. The scope of the work entails a geotechnical investigation based on our understanding of the project scope provided by Pape-Dawson Engineers.

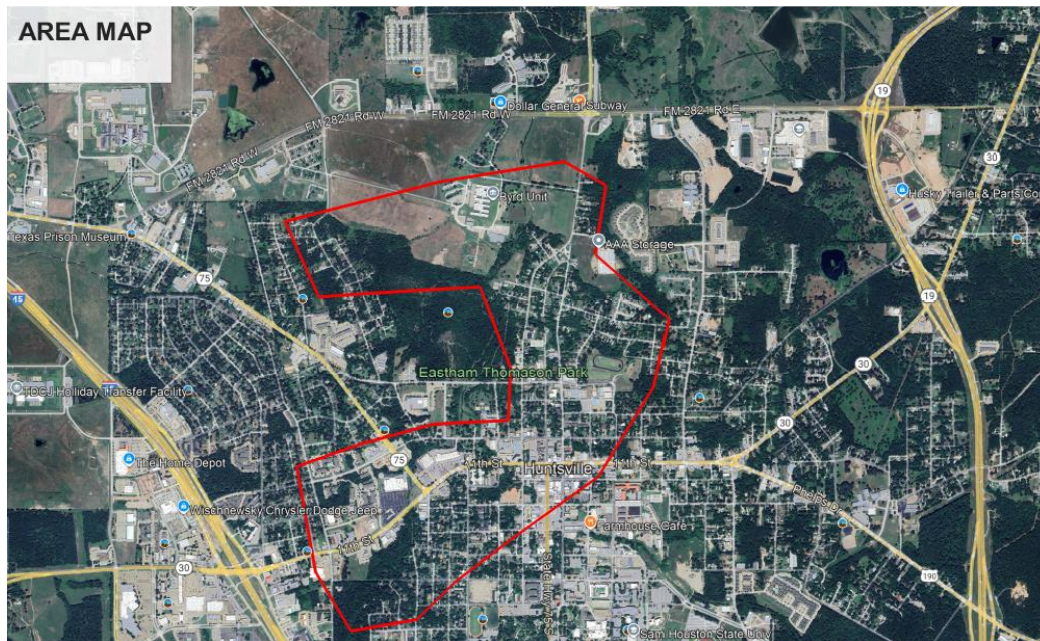
PROJECT DESCRIPTION

The City of Huntsville is undertaking a sanitary sewer replacement and upsizing project to address aging infrastructure, improve capacity, and ensure long-term system reliability. The project spans multiple segments of the existing wastewater collection system as identified in Exhibits 1, 2, and 3 provided by Pape-Dawson Engineers, and includes the following:

- **Pipe Upsizing:**
 - Replacement of existing 8-inch vitrified clay lines with upsized 10-inch pipes.
 - Upsizing existing 12-inch lines to 18-inch and 21-inch diameters to accommodate increased flow.
 - Replacement of existing 24-inch lines with larger 30-inch and 36-inch mains.
 - Replacement of 10-inch and 15-inch lines with upsized 12-inch and 21-inch pipes.
- **Manhole Replacement:** All manholes along replacement segments will be replaced with new structures.
- **Pipe Material:** Existing pipes, predominantly vitrified clay, will be replaced with durable modern materials, including PVC and HDPE where appropriate.

The primary construction method will be open cut.

Three (3) proposed individual Exhibits within the City of Huntsville are included in the map below:



SCOPE OF WORK

Objective

The objective of the geotechnical investigation for the City of Huntsville Sanitary Sewer improvements project is to evaluate the subsurface soil and groundwater conditions across the project site to provide the necessary engineering parameters for design and construction. The scope includes conducting soil borings, laboratory testing, and engineering analyses; the results will be used to develop recommendations for the design and construction of the project.

Field Exploration

Pape-Dawson Engineers and the City of Huntsville require the following borings to investigate the subsurface soils and groundwater conditions. The boring location plan is presented as follows:

Exhibit No.	Borings	No of Borings	Depth (ft)	Total Depth (Linear feet)
Exhibit 1	Borings B-1 thru B-3	3	15	45
Exhibit 1	Borings B-4 thru B-7	4	30	120
Exhibit 2	Boring B-8	1	15	15
Exhibit 3	Borings B-9 thru B-13	5	15	75
				Total Depth = 255 LF

*Piezometers/Boring Location	No	Depth (ft)	Total Depth (Linear feet)
PZ-1 to PZ-4 at the selected boring location	4	30	120
Total Depth = 120 LF			

**Piezometers will be installed at selected borings after soil drilling and sampling.*

Proposed Boring Locations are drawn to the approximate locations to perform soil borings to evaluate the subsurface soils and groundwater conditions.

The field investigation will follow *Standard Practice for Soil Investigation and Sampling by Auger Borings* [ASTM D 1452]. ATL plans to drill the soil borings using a truck-mounted drill rig. The test bores will be drilled using dry auger methods until groundwater is encountered and observed or caving soils occur. When groundwater is encountered, the level will be allowed to stabilize for approximately 15 minutes and continue drilling to the termination depth.

The soil boring will be logged and sampled by an experienced geotechnical engineering technician. All boring soil samples will be obtained continuously to the termination depths. Undisturbed samples of cohesive soils will be obtained using 3-inch diameter seamless Shelby tubes pushed to 2-foot increments. The extruded samples will be wrapped in protective foil and transported to our laboratory. The field shear strengths of the clays will be measured in the field with a hand penetrometer or torvane.

Standard Penetration Tests (SPT) will be conducted in low-cohesion silts and sands, and driving resistance will be recorded during testing. The collected samples will be placed in sealed bags and transported to our laboratory for analysis.

The borings will be drilled dry, and the depth at which groundwater is encountered (if any) will be recorded. Depth to groundwater will be important for the design and construction of this project. Drilling will be suspended for 15 minutes to facilitate water level observation in the boring. After recording the water level, drilling will be resumed with wet rotary. The boreholes will be grouted with cement-bentonite slurry with a tremie pipe.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered to classify the soils' physical and index properties, moisture contents, unconfined compressive strength (UC), unconsolidated undrained compressive strength (UU), Atterberg limits, percent finer than No. 200 sieve, and total unit weight tests.

All laboratory tests will be performed in accordance with appropriate ASTM standards. ATL will keep the untested soil samples for at least 30 days after the final geotechnical report is accepted.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville Engineering Guidelines. The following geotechnical information and recommendations will be provided:

- Boring logs & boring log profiles with generalized soil stratigraphy and groundwater levels.
- Site preparation and grading
- Recommendations regarding bedding and backfill for utility construction.
- Allowable bearing capacity
- Loads on buried pipes, including dead and live loads (vehicle loads).
- Recommendations regarding paving, including thickness, subgrade preparation and stabilization, pavement construction at Exhibit 3 locations.
- Excavation and trench construction and safety requirements.
- Dewatering considerations and recommendations.
- Construction considerations

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate a cost of:

Geotechnical Investigation for Proposed	Estimated Fee
City of Huntsville Sanitary Sewer Project	\$80,423.00
Site Clearing, as needed	\$3,200.00 per day

The cost estimates using the project quantities and requirements are presented in the enclosed **Itemized Geotechnical Fee Estimate** spreadsheet. This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and/or private property maintenance personnel; (ii) the sites will be accessible to our truck-mounted drill rig equipment; (iii) permission/permit to access the site(s) if needed, will be arranged by others at no cost to ATL. ATL is not responsible for any utility conflicts encountered.

TIME SCHEDULES

Upon written notice from the City of Huntsville and Pape-Dawson Engineers to proceed, ATL will begin the geotechnical investigation. We estimate that the fieldwork can be started immediately after authorization is received.

The field staking and utility clearance will take approximately one to two weeks, the field investigation will require about two to three weeks (assuming no complications in site access, and weather permitting), and the regular laboratory testing will take approximately three to five weeks. The draft geotechnical report will be submitted approximately three to five weeks after laboratory testing is complete.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Thank you,
ASSOCIATED TESTING LABORATORIES, INC.



Anita Singh., P.E.
Principal Engineer

Enclosure:

Figures 1, 2, & 3: Proposed Boring Location
Itemized Fee Estimate



Level of Effort for Geotechnical Investigation Project Name: City of Huntsville Sanitary Sewer Project				ASSOCIATED TESTING LABORATORIES ATL											
9 @ 15', 4 @ 30', TOTAL = 255 LF, Piezometer 4 @ 30, Total= 120 LF															
GP25-0805		Senior Engineer	Project Manager	Staff Engineer	Field Technician	Graduate Engineer	Clerk / Typist	Traffic Control	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)	Subtotal (Cost \$)		
Proposal Breakdown															
Date: September 24, 2025															
Task No.	Task Description	Billing Rate per Hour													
		\$266.00	\$218.00	\$176.00	\$112.00	\$122.00	\$75.00	\$50.00	\$75.00						
Geotechnical Investigation														* LEVEL OF EFFORT	
Field Exploration															
1	Mobilization / Demobilization (ATV)							LS	1	\$1,200.00	\$1,200.00				
2	ATV Mobilization / Demobilization Surcharge							LS	1	\$266.00	\$266.00				
3	Drilling and Sampling (0-20' continuous)							LF	215	\$27.00	\$5,805.00				
4	Drilling and Sampling (20-50' continuous)							LF	40	\$32.00	\$1,280.00				
5	Logging							HRS	40	\$112.00	\$4,480.00				
6	ATV Mobilization Surcharge							LF	255	\$11.00	\$2,805.00				
5	Grouting (Tremie Method)							LF	255	\$13.00	\$3,315.00				
6	Piezometer Installation							LF	120	\$26.00	\$3,120.00				
7	Piezometer Abadoment							LF	120	\$21.00	\$2,520.00				
8	Manhole Metal Cover for Piezometer							EA	0	\$75.00	\$0.00				
8	Coring (6-in thickness)							EA	5	\$127.00	\$635.00				
9	Coring (>6-in thickness)	LF	30	\$12.00	\$360.00										
10	Site Cleanup	EA	13	\$250.00	\$3,250.00										
11	Vehicle Charge	HRS	100	\$13.00	\$1,300.00										
		Sub Total										\$30,336.00			
Geotechnical Laboratory Testing															
12	Moisture Content (ASTM D-2216)							EA	128	\$12.00	\$1,536.00				
13	Unconsolidated Compression (ASTM D-2216)							EA	19	\$54.00	\$1,026.00				
14	Atterberg Limits (ASTM D-4318)							EA	51	\$76.00	\$3,876.00				
15	Percent Passing #200 Sieve (ASTM D-1140)							EA	51	\$59.00	\$3,009.00				
16	Unconsolidated Undrained (ASTM D-2850)							EA	32	\$77.00	\$2,464.00				
19	Soil Corrosivity Tests (pH, Resistivity, Sulphate and Chloride)	SETS	10	\$300.00	\$3,000.00										
		Sub Total										\$14,911.00			
Traffic Control															
20	Flagman						80				\$4,000.00				
21	Peace Officer							0			\$0.00				
		Sub Total										\$4,000.00			
Geo & Env Engineering and Management															
22	Rig/Traffic Coordination, Utilities, Staking, etc.				32						\$3,584.00				
23	Field Visits and Coordination					24					\$2,928.00				
24	Piezometer Readings				32						\$3,584.00				
25	Report	20	30	30		20	20				\$21,080.00				
Sub-total Hours		20	30	30	64	44	20				\$31,176.00				
Traffic Control Equipment/Quality Assurance and Quality Control		Details													
26	Basic traffic control Equipment Setup (Roadwork ahead and end roadway Signs)								EA	0	\$1,500.00	\$0.00			
27	One Lane Closure with Crash Truck								EA	0	\$3,500.00	\$0.00			
28	Project Co-ordination - Meetings								EA	0	\$1,000.00	\$0.00			
29	QA/ QC								EA	0	\$1,000.00	\$0.00			
		Sub Total										\$0.00			
Total:												\$80,423.00			

LOE

AGREEMENT BETWEEN CITY AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and Pape-Dawson Consulting Engineers, LLC, 2000 NW Loop 410, San Antonio, Texas 78213-2251, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct Project #8 - Table ES-8 AJ-10 Basin Sewer Line Replacement, COH Project #25-10-15, 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 6, 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 Alisa Mac, P.E., ENV, SP Vice President, Houston Pape-Dawson Consulting Engineers, LLC 2107 CityWest Boulevard, Third Floor Houston, Texas 77042 amax@pape-dawson.com
--	---

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: Alisa Max, P.E., ENV SP - Project Manager

PROJECT ROLE: Marcus Baskin, P.E. – Assistant 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.



CITY COUNCIL AGENDA

12/2/2025

Agenda Item Number: 6.a.

Agenda Item:

City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 – to receive legal advice on the Airport FBO agreement and receive advice on the petition by ETJ water rate payers, Public Utility Commission Docket 58983.

Initiating Department/Presenter: City Manager

Presenter:

Scott Swigert, City Manager

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information: