

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, FEBRUARY 3, 2026

WORKSHOP 5:00 P.M. - Main Conference Room

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

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

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

WORKSHOP (5:00 p.m.)

DISCUSSION

- a.** Proposed changes to the current tow truck ordinance.
James Barnes, Lieutenant
- b.** Potential enhancements to the Rule of 28 retiree Health Insurance
Brian Beasley, HR Director

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

PRESENTATIONS

PUBLIC HEARING

1. CONSENT AGENDA

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

- a.** Consider approving the Minutes from the January 20, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary
- b.** Consider the acceptance of the Monthly Financial Report for the month of December 2025.
Lance Hall, Finance Director
- c.** Consider Resolution 2026-02 authorizing the submission of an application and acceptance of funding if awarded under the General Victim Assistance Grant Program.
Christina Bodin-Turner, Grants Manager

- d. Consider Resolution 2026-06 authorizing the submission of an application for and acceptance of funding under the FY 2026 BUILD Grant Program for airport access planning improvements.
Christina Bodin-Turner, Grants Manager
- e. Consider Resolution 2026-04 authorizing the submission of an application and acceptance of funding if awarded under the Project Safe Neighborhoods (PSN) Grant Program, FY 2027.
Christina Bodin-Turner, Grants Manager

2. STATUTORY AGENDA

- a. Consider entering into an interlocal agreement with Sam Houston State University for the 2025-2026 High Potential Leadership Academy.
Brian Beasley, HR Director
- b. Consider Mutual Release and Termination Agreement from the Public Improvement Agreement dated June 17, 2021, with Epoch Huntsville Tenant, LLC.
Kathlie Jeng-Bulloch, City Engineer
Ricardo Villagrand, Assistant City Manager
- c. **First Reading** - Consider authorizing the City Manager to award a purchasing contract for the rehabilitation of the Two Million Gallon Elevated Storage Tank located at the Palm Street Water Plant.
Kim Kembro, Public Works Director
- d. **First Reading** - Consider adopting Ordinance No. 2026-01, Amending Chapter 6, Alcoholic Beverages of the Code of Ordinances.
Kristy Doll, City Secretary
- e. **First Reading** - Consider and possible action to approve Ordinance No. 2026-02, authorizing participation with other Entergy Service Area Cities in matters concerning Entergy Texas, Inc and authorizing the hiring of lawyers and rate experts and the City's participation at the Public Utility Commission of Texas.
Leonard Schneider, City Attorney

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 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.
Brian Beasley, HR Director

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: January 28, 2026

TIME OF POSTING: 4:00 p.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: a.

Agenda Item: Proposed changes to the current tow truck ordinance.

Initiating Department/Presenter: Police Department

Presenter:
James Barnes, Lieutenant

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: Not applicable

Approvals:
Darryle Slaven
Scott Swigert
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: b.

Agenda Item: Potential enhancements to the Rule of 28 retiree Health Insurance

Initiating Department/Presenter: Human Resources

Presenter:

Brian Beasley, HR Director

Recommended Motion: Discussion

Strategic Initiative:

Discussion: Discussion of recommendations designed to prevent the retiree health plan from sunseting in 2028 and to responsibly enhance the long-term sustainability and value of the benefit for eligible future retirees.

Previous Council Action:

Financial Implications: Utilizes the OPEB to enhance future benefit and limit liability.

Approvals:

Brian Beasley

Sam Masiel

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the January 20, 2026, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the January 20, 2026, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 1-20-2026

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 20TH DAY OF JANUARY 2026 AT 6:00 P.M. AT THE CITY OF HUNTSVILLE SERVICE CENTER COMPLEX, LOCATED AT 448 HIGHWAY 75, IN THE CITY OF HUNTSVILLE, WALKER COUNTY, TEXAS.

The City Council met in a Regular Session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem Strong, 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 Ward 4 Strong

COUNCILMEMBERS ABSENT: Councilmember At-Large Position 3 McKenzie, Councilmember At-Large Position 4 Graham

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

OFFICERS ABSENT:

MAIN SESSION CALL TO ORDER

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

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

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

PROCLAMATION

PRESENTATION

PUBLIC HEARING

1. CONSENT AGENDA

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

a. Consider approving the Minutes from the January 6, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary

b. Consider the approval of the Quarterly Investment Reports for the Third Quarter ending 12/31/25
Lance Hall, Finance Director

Councilmember Anissa Antwine made a motion to approve Consent Agenda Items a. through b. The motion was seconded by Councilmember Jon Strong. The motion passed 7 - 0. Yes: Russell Humphrey, Karen Denman, Jon Strong, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

2. STATUTORY AGENDA

a. Consider authorizing the City Manager to award the RFP 26-02 Strategic Planning Consulting Services agreement to provide the facilitation and consulting for the City Council Strategic Planning

Retreat and the development of the City of Huntsville Strategic Plan (2026–2031).

Scott Swigert, City Manager

Councilmember Jon Strong made a motion to authorize the City Manager to award RFP 26-02 Strategic Planning Consulting Services agreement for strategic planning services to Mirasol Consulting LLC to provide facilitation and consultation for the City Council Strategic Planning Retreat and the development of the City of Huntsville Strategic Plan (2026–2031) in the amount not to exceed of \$27,750. The motion was seconded by Councilmember Karen Denman. The motion passed 7 - 0. Yes: Russell Humphrey, Karen Denman, Jon Strong, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- b. Consider approval of Resolution 2026-03 in support of an application to the Texas Department of Housing and Community Affairs for a 9% housing tax credit to fund the construction of Huntsville Lofts at Heaton Ave and Hwy 75 North.**
Layne Yeager, City Planner/Airport Manager

Councilmember Jon Strong made a motion to approve Resolution 2026-03 in support of an application to the Texas Department of Housing and Community Affairs for a 9% housing tax credit to fund the construction of Huntsville Lofts at Heaton Ave and Hwy 75 North. The motion was seconded by Councilmember Anissa Antwine. The motion passed 7 - 0. Yes: Russell Humphrey, Karen Denman, Jon Strong, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Councilmembers announced Items of Community Interest.

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 – to receive legal advice on the Airport FBO Agreement with Huntsville Aviation, Inc.**
Leonard Schneider, City Attorney
- b. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.**
Brian Beasley, HR Director

City Council convened into Executive Session at 6:24 p.m.

7. RECONVENE

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

City Council reconvened from Executive Session at 7:42 p.m.

Councilmember Karen Denman made a motion to direct City staff and Attorney to continue discussions with FBO and Huntsville Aviation. The motion was seconded by Councilmember Tore Fossum. The motion passed 7 - 0. Yes: Russell Humphrey, Karen Denman, Jon Strong, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:42 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 1.b.

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

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

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

Strategic Initiative:

Discussion: Financial Report for 2025-2026 YTD as of December 31,2025.

Previous Council Action:

Financial Implications: No Financial Implications

Approvals:

Lance Hall

Sam Masiel

Scott Swigert

Kristy Doll

Associated Information:

1. Month End Finance Report FY25-26 as of December 2025

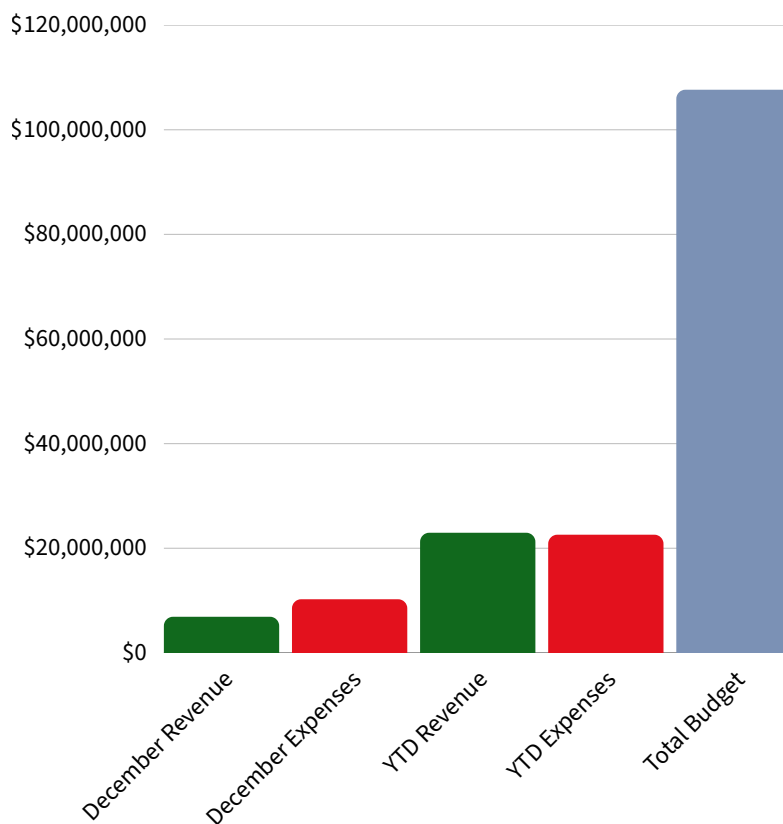
CITY OF HUNTSVILLE, TX

MONTHLY FINANCIAL REPORT



For the Period Ending December 31, 2025
Budget 25 % Complete

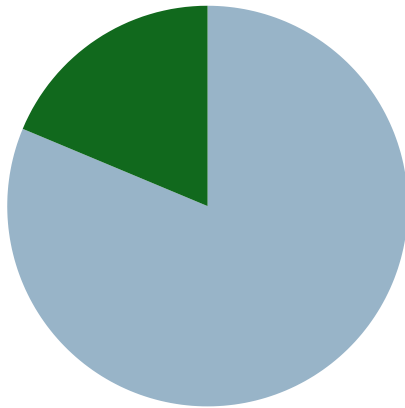
This report has been meticulously prepared by the Finance Department of the City of Huntsville. The Monthly Financial Report aims to furnish both internal and external stakeholders with timely, accurate, and pertinent insights into the City's financial standing.



GENERAL FUND

REVENUE-

\$8,671,286.53



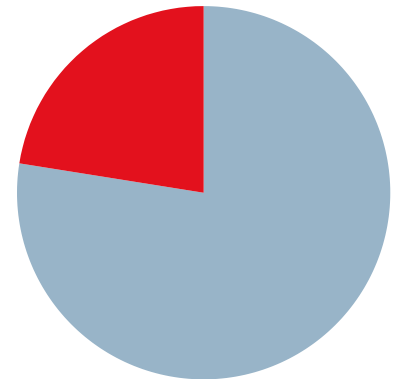
23% of Budget

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
411 - Property Taxes Totals	\$9,300,000.00	\$890,703.96	\$1,469,829.41	16%	\$1,970,437.47
412 - Sales Tax Totals	\$13,500,000.00	\$1,066,556.01	\$3,390,410.44	25%	\$3,369,439.47
413 - Franchise-Utilities/Comm Totals	\$2,140,000.00	\$30.06	\$317,855.25	15%	\$325,460.13
415 - Other Taxes Totals	\$155,000.00	\$13,085.66	\$41,843.19	27%	\$37,110.62
416 - Permit/Development Fees Totals	\$38,000.00	\$2,955.00	\$10,005.00	26%	\$10,045.00
417 - Permits and Licenses Totals	\$946,500.00	\$118,321.48	\$304,804.86	32%	\$338,018.74
418 - Municipal Court Fines Totals	\$992,650.00	\$120,122.83	\$362,888.78	37%	\$245,393.50
419 - Fees/Charges/Sales Totals	\$452,700.00	\$43,118.14	\$157,000.16	35%	\$122,453.14
422 - Inter Governmental Totals	\$246,487.00	\$20,541.00	\$61,623.00	25%	\$20,541.00
424 - Intra Governmental Totals	\$6,824,291.00	\$0.00	\$1,706,072.75	25%	\$1,779,874.25
426 - Interest Earnings Totals	\$700,000.00	\$37,562.90	\$115,369.44	16%	\$137,935.43
428 - Reimbursements Totals	\$70,000.00	\$7,714.50	\$78,959.18	113%	\$33,671.00
429 - Contributions Totals	\$0.00	\$3.50	\$67.08	+++	\$3.50
432 - Other Totals	\$55,000.00	(\$14,064.99)	\$18,032.99	33%	\$52,304.33
434 - Charges to Other Funds Totals	\$2,488,091.00	\$0.00	\$622,022.75	25%	\$474,426.75
435 - Transfers from Other Funds Totals	\$58,009.00	\$0.00	\$14,502.25	25%	\$13,394.00
Revenue Totals	\$37,966,728.00	\$2,306,650.05	\$8,671,286.53	23%	\$8,930,508.33

EXPENDITURES-

\$11,002,028.51

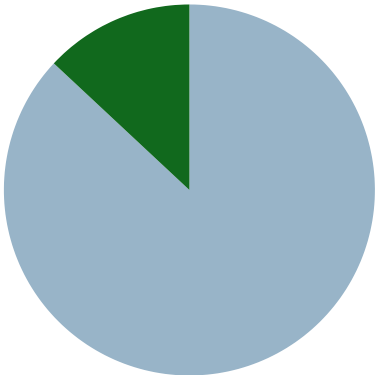
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$23,966,238.00	\$1,708,292.42	\$5,810,429.74	24%	\$5,476,833.53
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$42,353.00	\$0.00	\$0.00	+++	\$0.00
52 - Supplies Totals	\$1,339,626.00	\$128,810.13	\$278,562.56	28%	\$197,122.63
53 - Maintenance Structures/Improvements Totals	\$2,796,060.00	\$29,535.88	\$932,926.08	16%	\$61,297.68
54 - Maintenance of Equipment Totals	\$461,626.00	\$39,865.95	\$81,587.33	14%	\$101,044.48
55 - Services and Utilities Totals	\$6,142,980.00	\$606,520.58	\$1,958,438.40	45%	\$1,675,160.94
56 - Insurance/Sundry/Elections Totals	\$979,600.00	\$33,338.17	\$495,357.05	51%	\$492,073.32
57 - Programs/Projects Totals	\$121,100.00	\$1,677.72	\$14,162.89	12%	\$8,307.67
69 - Capital Equipment Totals	\$170,759.00	\$3,912.46	\$18,471.96	48%	\$11,769.50
90 - Transfer to ISF (New Purchases) Totals	\$245,026.00	\$0.00	\$1,118,222.50	86%	\$26,003.25
91 - Transfers Totals	\$500,000.00	\$0.00	\$0.00	0%	\$265,000.00
94 - Transfer to ISF (Replacement) Totals	\$1,008,991.00	\$0.00	\$252,247.75	25%	\$169,521.75
95 - Transfers to Operating Funds Totals	\$166,489.00	\$0.00	\$41,622.25	25%	\$43,591.25
99 - Reserves Totals	\$25,880.00	\$0.00	\$0.00	0%	\$0.00
Expense Totals	\$37,966,728.00	\$2,551,953.31	\$11,002,028.51	29%	\$8,527,726.00



29% of Budget

DEBT SERVICE FUND

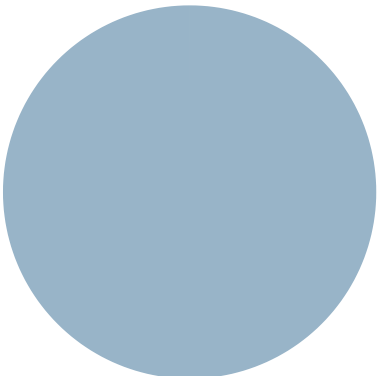
REVENUE- \$365,488.88



15% of Budget

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
411 - Property Taxes Totals	\$1,798,468.00	\$124,896.21	\$213,008.71	12%	\$493,963.02
426 - Interest Earnings Totals	\$10,000.00	\$1,594.02	\$4,889.42	49%	\$6,156.20
435 - Transfers from Other Funds Totals	\$590,363.00	\$0.00	\$147,590.75	25%	\$147,590.75
Revenue Totals	\$2,398,831.00	\$126,490.23	\$365,488.88	15%	\$647,709.97

EXPENDITURES- \$0.00



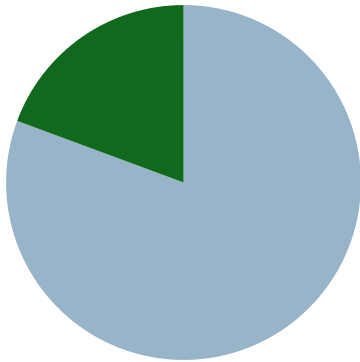
0% of Budget

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
81 - GO/Revenue Bond Debt Totals	\$2,363,832.00	\$0.00	\$0.00	0%	\$0.00
Expense Totals	\$2,363,832.00	\$0.00	\$0.00	0%	\$0.00

UTILITY FUND

REVENUE-

\$10,883,502.15



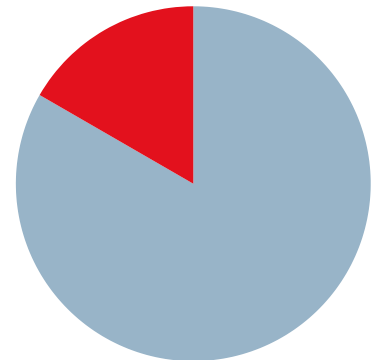
24% of Budget

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
402 - Waste Water Service Totals	\$14,844,075.00	\$1,145,602.60	\$3,376,260.56	23%	\$3,346,485.32
403 - Water/Wastewater Taps Totals	\$280,000.00	\$13,700.00	\$37,550.00	13%	\$51,852.48
408 - Late Payment Penalties Totals	\$175,000.00	\$20,655.77	\$37,168.57	21%	\$46,703.70
417 - Permits and Licenses Totals	\$0.00	\$0.00	\$0.00	+++	\$300.00
419 - Fees/Charges/Sales Totals	\$352,000.00	\$34,174.11	\$99,859.80	28%	\$81,421.06
426 - Interest Earnings Totals	\$310,750.00	\$10,323.32	\$33,364.06	11%	\$51,517.51
428 - Reimbursements Totals	\$10,000.00	\$2,477.79	\$7,433.37	74%	\$7,433.37
429 - Contributions Totals	\$0.00	\$0.00	\$0.00	+++	\$734,800.00
432 - Other Totals	\$50,000.00	\$700.00	\$2,376.31	5%	(\$43,719.07)
434 - Charges to Other Funds Totals	\$73,352.00	\$0.00	\$18,338.00	25%	\$15,805.50
Revenue Totals	\$45,721,814.00	\$3,619,711.77	\$10,883,502.15	24%	\$11,302,872.43

EXPENDITURES-

\$8,798,759.20

51 - Salary/Other Pay/Benefits Totals	\$4,508,071.00	\$336,024.20	\$1,156,287.26	26%	\$976,347.35
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$7,996.00	\$0.00	\$0.00	+++	\$0.00
52 - Supplies Totals	\$1,004,418.00	\$61,096.99	\$170,903.69	20%	\$192,899.47
53 - Maintenance Structures/Improvements Totals	\$1,683,700.00	\$130,792.27	\$283,843.45	21%	\$257,988.64
54 - Maintenance of Equipment Totals	\$356,021.00	\$19,956.64	\$128,929.71	38%	\$49,506.57
55 - Services and Utilities Totals	\$4,835,910.00	\$96,818.11	\$303,013.34	13%	\$384,922.47
56 - Insurance/Sundry/Elections Totals	\$344,950.00	\$0.00	\$296,237.50	86%	\$233,790.50
69 - Capital Equipment Totals	\$0.00	\$0.00	\$0.00	+++	\$234.60
79 - TRA Water Plant Totals	\$9,531,605.00	\$1,360,482.00	\$2,410,045.00	25%	\$3,165,720.50
80 - Utility Fund Debt Payments Totals	\$7,342,869.00	\$135,396.00	\$135,396.00	2%	\$283,053.00
90 - Transfer to ISF (New Purchases) Totals	\$585,000.00	\$0.00	\$146,250.00	25%	\$22,986.00
91 - Transfers Totals	\$6,252,446.00	\$0.00	\$1,654,166.50	26%	\$1,400,597.50
93 - Charges Other Funds Totals	\$7,868,565.00	\$0.00	\$1,967,141.25	25%	\$1,909,468.75
94 - Transfer to ISF (Replacement) Totals	\$586,182.00	\$0.00	\$146,545.50	25%	\$192,163.25
99 - Reserves Totals	\$100,000.00	\$0.00	\$0.00	0%	\$0.00
Expense Totals	\$45,007,733.00	\$2,140,566.21	\$8,798,759.20	20%	\$9,069,678.60

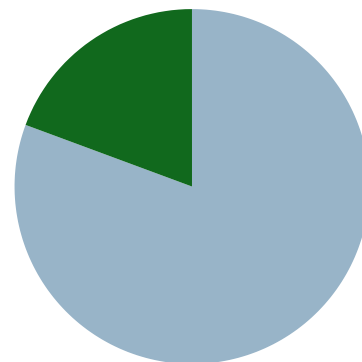


20% of Budget

SOLID WASTE FUND

REVENUE- \$2,117,077.07

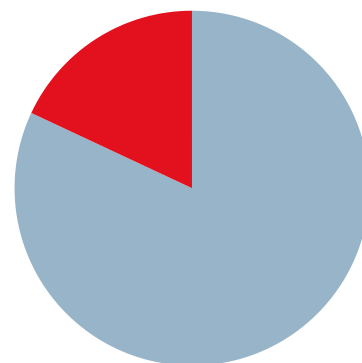
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
406 - Collection Charges Totals	\$6,798,000.00	\$508,313.35	\$1,524,636.11	22%	\$1,533,601.22
407 - Solid Waste Disposal Totals	\$1,584,890.00	\$172,298.23	\$516,440.94	33%	\$438,196.17
408 - Late Payment Penalties Totals	\$65,000.00	\$6,729.68	\$12,660.01	19%	\$17,096.28
419 - Fees/Charges/Sales Totals	\$9,200.00	\$1,253.42	\$3,701.81	40%	\$2,702.15
426 - Interest Earnings Totals	\$185,000.00	\$16,693.92	\$51,916.54	28%	\$57,376.08
432 - Other Totals	\$40,000.00	\$2,658.31	\$7,721.66	19%	(\$4,755.20)
Revenue Totals	\$8,682,090.00	\$707,946.91	\$2,117,077.07	24%	\$2,044,216.70



24% of Budget

EXPENDITURES- \$1,920,875.20

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$1,536,112.00	\$112,214.93	\$391,441.51	25%	\$362,369.13
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$3,536.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$378,031.00	\$19,242.18	\$133,230.69	35%	\$133,464.38
53 - Maintenance Structures/Improvements Totals	\$15,000.00	\$4,183.99	\$6,877.25	46%	\$6,064.99
54 - Maintenance of Equipment Totals	\$387,776.00	\$27,587.07	\$79,783.98	24%	\$103,190.89
55 - Services and Utilities Totals	\$3,321,514.00	\$199,392.88	\$522,578.17	16%	\$462,892.30
56 - Insurance/Sundry/Elections Totals	\$221,550.00	\$0.00	\$148,887.50	67%	\$111,143.50
57 - Programs/Projects Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
68 - Improvements Totals	\$1,500.00	\$0.00	\$106.35	7%	\$0.00
82 - Other Debt Totals	\$207,800.00	\$0.00	\$0.00	0%	\$0.00
90 - Transfer to ISF (New Purchases) Totals	\$230,000.00	\$0.00	\$57,500.00	25%	\$191,444.00
91 - Transfers Totals	\$15,110.00	\$0.00	\$3,777.50	25%	\$3,111.25
93 - Charges Other Funds Totals	\$1,448,090.00	\$0.00	\$362,022.50	25%	\$339,855.75
94 - Transfer to ISF (Replacement) Totals	\$858,679.00	\$0.00	\$214,669.75	25%	\$252,545.75
Expense Totals	\$8,625,198.00	\$362,621.05	\$1,920,875.20	22%	\$1,966,081.94

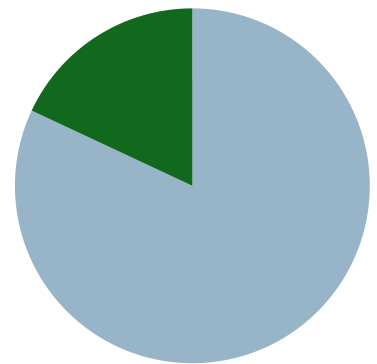


22% of Budget

STORMWATER FUND

REVENUE- \$ 337,809.71

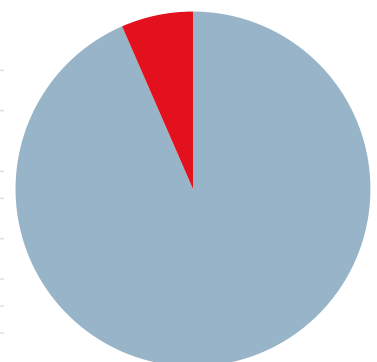
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
408 - Late Payment Penalties Totals	\$500.00	\$1,597.20	\$2,724.21	545%	\$0.00
426 - Interest Earnings Totals	\$5,000.00	\$0.00	\$0.00	0%	\$0.00
409 - Stormwater Drainage Fees Totals	\$1,500,000.00	\$111,792.07	\$335,085.50	22%	\$221,649.53
Revenue Totals	\$1,505,500.00	\$113,389.27	\$337,809.71	22%	\$221,649.53



22% of Budget

EXPENDITURES- \$101,981.66

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$251,384.00	\$15,169.93	\$49,087.26	20%	\$22,694.71
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$7,895.00	\$1,290.06	\$2,562.89	32%	\$978.77
53 - Maintenance Structures/Improvements Totals	\$115,000.00	\$1,974.84	\$3,804.95	3%	\$12,246.39
54 - Maintenance of Equipment Totals	\$6,000.00	\$624.03	\$3,621.31	60%	\$186.24
55 - Services and Utilities Totals	\$2,610.00	\$0.00	\$0.00	0%	\$500.00
81 - GO/Revenue Bond Debt Totals	\$950,490.00	\$0.00	\$0.00	0%	\$0.00
90 - Transfer to ISF (New Purchases) Totals	\$171,283.00	\$0.00	\$42,820.75	25%	\$0.00
95 - Transfers to Operating Funds Totals	\$338.00	\$0.00	\$84.50	25%	\$0.00
Expense Totals	\$1,505,500.00	\$19,058.86	\$101,981.66	7%	\$36,606.11

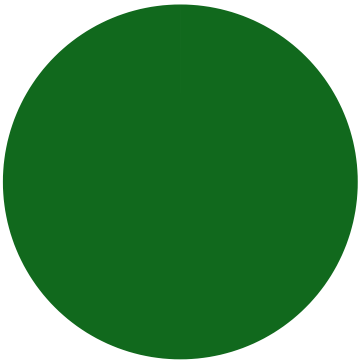


7% of Budget

AIRPORT FUND

REVENUE- \$229,450.87

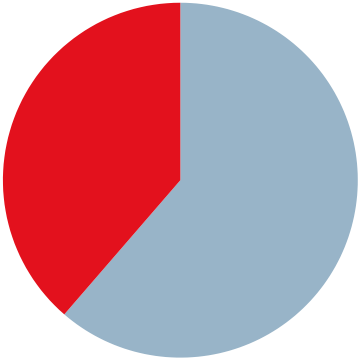
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
419 - Fees/Charges/Sales Totals	\$57,917.00	\$13,726.02	\$14,158.26	24%	\$7,500.00
426 - Interest Earnings Totals	\$500.00	\$50.79	\$154.61	31%	\$173.82
428 - Reimbursements Totals	\$90,000.00	\$0.00	\$0.00	0%	\$48,015.00
429 - Contributions Totals	\$0.00	\$0.00	\$215,138.00	+++	\$0.00
Revenue Totals	\$148,417.00	\$13,776.81	\$229,450.87	155%	\$55,688.82



155% of Budget

EXPENDITURES- \$247,327.39

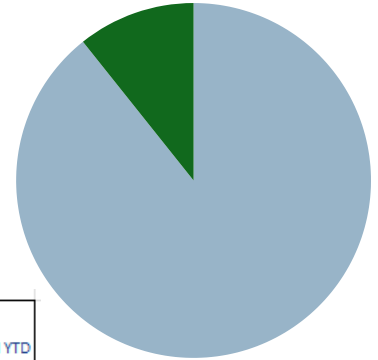
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
52 - Supplies Totals	\$1,700.00	\$0.00	\$0.00	0%	\$99.63
53 - Maintenance Structures/Improvements Totals	\$123,000.00	\$10,300.00	\$10,300.00	8%	\$4,063.80
55 - Services and Utilities Totals	\$29,484.00	\$375.39	\$375.39	1%	\$502.71
91 - Transfers Totals	\$0.00	\$0.00	\$236,652.00	100%	\$0.00
Expense Totals	\$154,184.00	\$10,675.39	\$247,327.39	63%	\$4,666.14



63% of Budget

SCHOOL RESOURCE OFFICER SRF

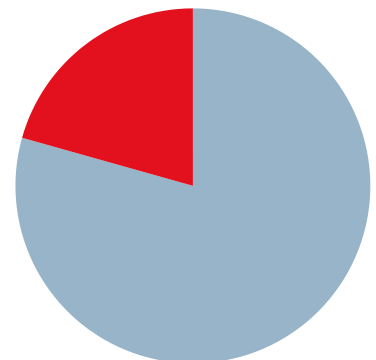
REVENUE- \$102,726.48



12% of Budget

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
422 - Inter Governmental Totals	\$655,955.00	\$0.00	\$54,662.92	8%	\$108,855.84
426 - Interest Earnings Totals	\$10,000.00	\$899.78	\$2,747.48	27%	\$3,095.73
430 - Other Totals	\$44,326.00	\$0.00	\$3,693.83	8%	\$7,387.66
432 - Other Totals	\$0.00	\$0.00	\$0.00	+++	\$2,973.00
435 - Transfers from Other Funds Totals	\$166,489.00	\$0.00	\$41,622.25	25%	\$43,591.25
Revenue Totals	\$876,770.00	\$899.78	\$102,726.48	12%	\$165,903.48

EXPENDITURES- \$221,205.04



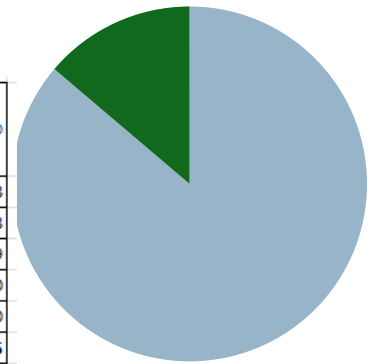
26% of Budget

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$773,641.00	\$60,625.71	\$207,048.20	27%	\$192,393.90
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$1,713.00	\$0.00	\$0.00	+++	\$0.00
52 - Supplies Totals	\$30,450.00	\$752.56	\$2,283.58	7%	\$2,608.48
54 - Maintenance of Equipment Totals	\$11,200.00	(\$46.28)	\$568.44	5%	\$42.02
55 - Services and Utilities Totals	\$15,440.00	\$74.44	\$223.32	37%	\$982.76
94 - Transfer to ISF (Replacement) Totals	\$44,326.00	\$0.00	\$11,081.50	25%	\$11,081.50
Expense Totals	\$876,770.00	\$61,406.43	\$221,205.04	26%	\$207,108.66

ARTS & VISITOR CENTER SRF

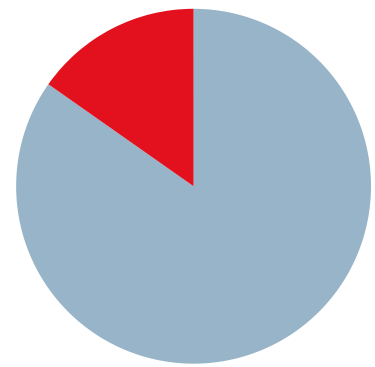
REVENUE- **\$ 34,631.88**

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
414 - Hotel/Motel Tax Totals	\$210,000.00	\$11,651.51	\$31,736.81	15%	\$43,624.28
419 - Fees/Charges/Sales Totals	\$7,000.00	\$515.00	\$1,355.17	19%	\$3,535.78
426 - Interest Earnings Totals	\$3,200.00	\$408.77	\$1,249.90	39%	\$1,410.79
428 - Reimbursements Totals	\$1,500.00	\$0.00	\$0.00	0%	\$1,500.00
429 - Contributions Totals	\$1,640.00	\$290.00	\$290.00	18%	\$0.00
Revenue Totals	\$223,340.00	\$12,865.28	\$34,631.88	16%	\$50,070.85



EXPENDITURES- **\$43,887.96**

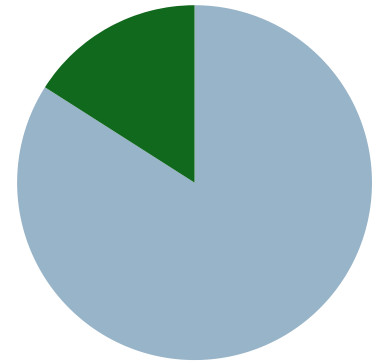
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$112,296.00	\$8,787.86	\$29,945.77	27%	\$28,213.11
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$4,500.00	\$1,102.48	\$1,344.17	30%	\$815.65
53 - Maintenance Structures/Improvements Totals	\$25,000.00	\$0.00	\$738.02	2%	\$1,904.50
54 - Maintenance of Equipment Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
55 - Services and Utilities Totals	\$54,373.00	\$1,023.65	\$4,838.83	7%	\$5,678.64
56 - Insurance/Sundry/Elections Totals	\$14,450.00	\$118.70	\$1,839.52	13%	\$4,289.33
57 - Programs/Projects Totals	\$18,000.00	\$0.00	\$1,546.71	9%	\$976.86
78 - Miscellaneous Projects Totals	\$20,000.00	\$0.00	\$3,634.94	26%	\$0.00
Expense Totals	\$249,619.00	\$11,032.69	\$43,887.96	18%	\$41,878.09



HOTEL MOTEL

REVENUE- \$221,197.83

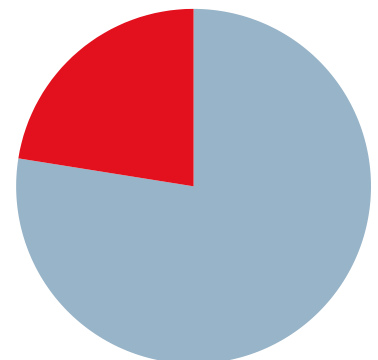
	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
414 - Hotel/Motel Tax Totals	\$1,000,000.00	\$69,909.02	\$190,420.40	19%	\$261,744.78
419 - Fees/Charges/Sales Totals	\$100,000.00	\$6,330.90	\$17,092.52	17%	\$17,842.08
426 - Interest Earnings Totals	\$60,000.00	\$3,809.90	\$11,756.93	20%	\$12,820.19
429 - Contributions Totals	\$500.00	\$0.00	\$67.98	14%	\$602.94
432 - Other Totals	\$0.00	\$0.00	\$1,860.00	+++	\$4.00
Revenue Totals	\$1,160,500.00	\$80,049.82	\$221,197.83	19%	\$293,013.99



19% of Budget

EXPENDITURES- \$253,999.35

	2025-2026 Adopted Budget	2025-2026 December Monthly Transactions	2025-2026 YTD Actual	2025-2026 YTD % of the Budget	2024-2025 Final YTD
51 - Salary/Other Pay/Benefits Totals	\$408,896.00	\$30,365.17	\$102,588.45	25%	\$99,447.74
51b - Salary/Other Pay/Benefits-Adj 4 Step/COLA/Other PR Benefit Totals	\$500.00	\$0.00	\$0.00	0%	\$0.00
52 - Supplies Totals	\$91,900.00	\$9,691.35	\$16,538.73	18%	\$19,521.53
53 - Maintenance Structures/Improvements Totals	\$30,000.00	\$308.56	\$451.78	2%	\$893.89
54 - Maintenance of Equipment Totals	\$500.00	\$0.00	\$0.00	0%	\$128.26
55 - Services and Utilities Totals	\$187,290.00	\$15,435.92	\$74,291.29	48%	\$66,225.11
56 - Insurance/Sundry/Elections Totals	\$232,950.00	\$0.00	\$37,878.35	27%	\$35,520.19
69 - Capital Equipment Totals	\$25,000.00	\$0.00	\$0.00	27%	\$0.00
93 - Charges Other Funds Totals	\$69,079.00	\$0.00	\$17,269.75	25%	\$20,782.00
94 - Transfer to ISF (Replacement) Totals	\$19,755.00	\$0.00	\$4,938.75	25%	\$4,485.75
95 - Transfers to Operating Funds Totals	\$169.00	\$0.00	\$42.25	25%	\$0.00
Expense Totals	\$1,066,039.00	\$55,801.00	\$253,999.35	29%	\$247,004.47



29% of Budget



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 1.c.

Agenda Item: Consider Resolution 2026-02 authorizing the submission of an application and acceptance of funding if awarded under the General Victim Assistance Grant Program.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-02 authorizing the submission of an application to the Office of the Governor – Public Safety Office for the FY 2027 General Victim Assistance Grant Program to support the Victim Services Coordinator; authorizing the City Manager to apply for, accept, reject, alter, or terminate the grant on behalf of the City; and authorizing the Assistant Finance Director to submit required financial and performance reports or alter the grant as required, for a total project amount of \$112,910.00, consisting of \$90,328.00 in Office of the Governor grant funds and a \$22,582.00 City match.

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

Discussion: The City has maintained a Victim Services Coordinator position since November 2011 through grant funding administered by the Office of the Governor, Public Safety Office (PSO), with regional coordination through the Houston-Galveston Area Council (H-GAC). The City is currently in its fifteenth year of continuous funding under this program.

The current grant funding period concludes on September 30, 2026. Continuation of victim services requires submission of a new application to the Office of the Governor, Public Safety Office, for the FY 2027 General Victim Assistance Grant Program, with a proposed project period of October 1, 2026, through September 30, 2027, consistent with program requirements.

The Victim Services Coordinator provides direct services to crime victims, including crisis intervention; referrals to community agencies for counseling related to sexual assault, domestic violence, and other violent crimes; assistance with safety planning; support with restitution and relocation resources when applicable; hospital accompaniment and advocacy; court accompaniment; and assistance with victim notification registration. Services are provided at no cost to victims and are delivered using a trauma-informed, victim-centered approach consistent with VOCA and PSO standards.

Grant funding for FY 2027 is anticipated to support a portion of the Victim Services Coordinator's salary and benefits, along with allowable program-related costs such as training, travel, supplies, equipment, victim service goods, and telecommunications and internet services, as permitted by the funding

announcement.

Previous Council Action: Council approved the current grant cycle under Resolution 2025-02 on February 4, 2025, authorizing the FY 2026 General Victim Assistance Grant Program. Continuation of this program for the FY 2027 performance period requires submitting a new application and constitutes a new action.

Financial Implications: The City will submit a grant application for the FY 2027 General Victim Assistance Grant Program with a total project cost of \$112,910.00, including \$90,328.00 in Office of the Governor grant funds and a required City cash match of \$22,582.00 (20%). No City funds are being expended at this time; if awarded, the required match will be supported through the General Fund and incorporated into the Fiscal Year 2027 adopted budget in accordance with grant requirements and established City budgeting practices.

Approvals:

Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. FY27 Victim Svcs Resolution 2026-02

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE FY 2027 GENERAL VICTIM ASSISTANCE GRANT PROGRAM TO THE TEXAS CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE FOR A VICTIM SERVICES COORDINATOR AND DIRECT SERVICES; AND AUTHORIZING THE CITY MANAGER AND ASSISTANT FINANCE DIRECTOR TO ACT IN ALL MATTERS RELATED TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM.

WHEREAS The City desires to ensure the safety of all its citizens and the City of Huntsville requires the Huntsville Police Department be charged with this task; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the FY 2027 General Victim Assistance Grant Program.

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

SECTION 1: A General Victim Assistance Grant Program application is hereby authorized to be filed on behalf of the City of Huntsville and placed in competition for funding through the Office of the Governor, Public Safety Office, Criminal Justice Division.

SECTION 2: The City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the FY 2027 General Victim Assistance Grant Program, including execution of all necessary documents.

SECTION 3: The City Council further authorizes the Assistant Finance Director to submit all required financial reports, reimbursement requests, and fiscal documentation associated with the grant, in accordance with grant requirements and applicable laws and regulations.

SECTION 4: The City agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City assures that the funds will be returned to the Criminal Justice Division in full.

SECTION 5: The City of Huntsville agrees to comply with all applicable federal and state statutes, rules, regulations, and policies governing the grant program, including all certifications, assurances, and requirements imposed by the Office of the Governor, Public Safety Office, Criminal Justice Division, and Chapter 752, Subchapter C of the Texas Government Code.

PASSED AND APPROVED this 3rd day of February, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 1.d.

Agenda Item: Consider Resolution 2026-06 authorizing the submission of an application for and acceptance of funding under the FY 2026 BUILD Grant Program for airport access planning improvements.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution 2026-06 authorizing the submission of an application to the U.S. Department of Transportation under the FY 2026 BUILD Grant Program in an amount not to exceed \$1,500,000 and authorizing the City Manager to accept the grant, if awarded.

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 of Huntsville proposes to submit an application under the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program to support transportation planning at Huntsville Municipal Airport. The BUILD program is a highly competitive federal discretionary grant administered by the U.S. Department of Transportation that funds planning and capital projects with significant local or regional transportation benefits.

The proposed application would focus on planning and evaluation for a potential west-side airport entrance, including analyses of access, circulation, and surface transportation connectivity. This effort is intended to advance recommendations identified in the Airport Master Plan and to better position the City for future transportation investments by advancing project definition and pre-engineering work that would support shovel-ready construction plans for future grant cycles or other funding opportunities.

BUILD planning grants support activities such as feasibility studies, alternatives analysis, and pre-engineering work that inform future decision-making. Approval of this item authorizes the City Manager to submit the application and, if awarded, to accept and execute the grant agreement and related documents associated with the planning effort.

Previous Council Action: None

Financial Implications: The City intends to submit a BUILD grant application with a not-to-exceed amount of \$1,500,000. Based on the project's eligibility and location, the application is anticipated to qualify for up to 100 percent federal funding, with no local cash match required. No City funds are being expended at this time. If awarded, the grant would be incorporated into the next fiscal year budget in accordance with grant requirements and established City budgeting practices.

Approvals:

Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2026-06

RESOLUTION NO. 2026-06

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR, AND ACCEPTANCE OF, FUNDING UNDER THE FY 2026 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT PROGRAM.

- WHEREAS the U.S. Department of Transportation has announced the availability of funding under the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program to support planning and construction of surface transportation infrastructure projects; and
- WHEREAS the City of Huntsville seeks to pursue BUILD funding to support a planning project related to airport access improvements at Huntsville Municipal Airport; and
- WHAREAS based on the project's eligibility and location, the proposed application is anticipated to qualify for up to 100 percent federal funding, with no local cash match required; and
- WHAREAS the City desires to authorize the submission of a BUILD grant application in an amount not to exceed \$1,500,000, and to authorize acceptance of the grant, if awarded, in accordance with applicable grant requirements.

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

- SECTION 1: The City Council hereby authorizes the submission of an application for funding under the FY 2026 BUILD Grant Program in an amount not to exceed \$1,500,000.
- SECTION 2: The City Manager is hereby authorized to accept the BUILD grant on behalf of the City of Huntsville, if awarded, and to take any actions necessary to carry out the intent of this resolution in accordance with grant requirements.
- SECTION 3: This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 3rd day of February, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 1.e.

Agenda Item: Consider Resolution 2026-04 authorizing the submission of an application and acceptance of funding if awarded under the Project Safe Neighborhoods (PSN) Grant Program, FY 2027.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-04 authorizing the submission of an application to the Office of the Governor – Public Safety Office for the Project Safe Neighborhoods (PSN) Grant Program, FY 2027, for the Huntsville Property and Violent Crime Reduction Initiative; authorizing the City Manager to apply for, accept, reject, alter, or terminate the grant on behalf of the City; and authorizing the Assistant Finance Director to submit financial and performance reports or alter the grant as required.

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

Discussion: The Office of the Governor's Public Safety Office administers the Project Safe Neighborhoods Grant Program, which provides funding to support data-driven strategies focused on reducing violent crime and related property crime while improving public safety through coordinated law enforcement and community engagement efforts.

The proposed Huntsville Property and Violent Crime Reduction Initiative would be led by the Huntsville Police Department and implemented through its Criminal Interdiction Unit (CIU), in coordination with regional law enforcement partners. The project is designed to reduce property and violent crime through focused enforcement, technology deployment, directed patrol activity, community outreach, and interagency collaboration. These efforts are intended to enhance investigative capacity, deter criminal activity in high-impact areas, and strengthen coordination with partner agencies.

Approval of Resolution No. 2026-04 authorizes submission of the grant application, designates the City Manager as the authorized official for grant administration, and designates the Assistant Finance Director as the financial officer responsible for grant-related financial and performance reporting. The resolution also includes standard grant assurances required by the Office of the Governor.

Previous Council Action: None

Financial Implications: The City will submit a grant application to the Office of the Governor's Public Safety Office requesting funding in an amount not to exceed \$190,000 for implementation of the

Huntsville Property and Violent Crime Reduction Initiative during Fiscal Year 2027, consistent with the anticipated grant project period. No City cash match is required. If awarded, grant funds would be administered in accordance with applicable federal and state grant requirements.

Approvals:

Lance Hall
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Resolution 2026-04

RESOLUTION NO. 2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR, AND ACCEPTANCE OF, FUNDING UNDER THE PROJECT SAFE NEIGHBORHOODS (PSN) GRANT PROGRAM, FY 2027, IF AWARDED; AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE THE GRANT; DESIGNATING THE ASSISTANT FINANCE DIRECTOR AS THE FINANCIAL OFFICER FOR GRANT ADMINISTRATION AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the Office of the Governor – Public Safety Office administers the Project Safe Neighborhoods (PSN) Grant Program, FY 2027; and

WHEREAS the City of Huntsville, Texas, through the Huntsville Police Department, is eligible to apply for funding under the Project Safe Neighborhoods Grant Program; and

WHEREAS the City Council desires to authorize the submission of a grant application for the Huntsville Property and Violent Crime Reduction Initiative

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

SECTION 1: The City Council authorizes the submission of an application to the Office of the Governor – Public Safety Office for funding under the Project Safe Neighborhoods (PSN) Grant Program, FY 2027.

SECTION 2: The City Council authorizes the City Manager, or designee, to apply for, accept, reject, alter, or terminate the grant on behalf of the City and to execute all necessary documents required for grant administration, if awarded.

SECTION 3: The City Council designates the Assistant Finance Director, or designee, as the financial officer authorized to submit financial and performance reports and to comply with all reporting and fiscal requirements associated with the grant.

SECTION 4: The City of Huntsville agrees to comply with all applicable federal and state laws, regulations, and grant requirements and assures that, in the event of loss or misuse of grant funds, the City will return all funds to the Office of the Governor – Public Safety Office, as required.

SECTION 5: This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 3rd day of February, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 2.a.

Agenda Item: Consider entering into an interlocal agreement with Sam Houston State University for the 2025-2026 High Potential Leadership Academy.

Initiating Department/Presenter: Human Resources

Presenter:

Brian Beasley, HR Director

Recommended Motion: Move to enter into an interlocal agreement with Sam Houston State University for the High Potential Leadership Academy for a one-time payment of \$6,000 for the 2025-2026 Leadership Academy.

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

Discussion: Participation of two employees selected by the City of Huntsville (CoH) in the nine-month High Potential Employee Leadership Academy beginning August 2025 and ending May 2026. The program events and classes will be hosted, organized, and taught by Sam Houston State University. The City-sponsored participants for the 2025-2026 cohort are Layne Yeager and Sandra Rodriguez

Previous Council Action:

Financial Implications: Two employees at 3k each for a total of 6k

Approvals:

Brian Beasley
Sam Masiel
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. FY26 Interlocal Agreement - CoH - 1 sig (1)



Controller's Office

INTERLOCAL AGREEMENT

VENDOR AGENCY:

Sam Houston State University (AGY 753)
Box 2183
Huntsville, TX 77341-2183

Contact: Jennifer Jones
Controller
jlj093@shsu.edu
(936) 294-3405

DATE: October 16, 2025

REFERENCE/INVOICE: LA26-CoH

REQUESTING AGENCY:

City of Huntsville
1212 Avenue M
Huntsville, TX 77340

Contact: Olivia Discon
Assistant to the City Manager
odiscon@huntsvilletx.gov
(936) 291-5415

Title: High Potential Employee Leadership Academy

Description: Participation of two employees selected by the City of Huntsville (CoH) in the nine-month High Potential Employee Leadership Academy beginning August 2025 and ending May 2026. The program events and classes will be hosted, organized, and taught by Sam Houston State University.

Payment Terms: One-time payment of \$6,000 for the 2025-2026 Leadership Academy. Please make checks payable to Sam Houston State University and mail to the address above, Attn: Tiffany Terry. Payment is due within thirty (30) days of final signature.

Participants:

Layne Yeager
Sandra Rodriguez

Scott Swigert
City Manager, City of Huntsville

Amanda R. Withers
Amanda Withers
CFO & Senior VP for Operations, SHSU

Russell Humphrey
Mayor, City of Huntsville



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 2.b.

Agenda Item: Consider Mutual Release and Termination Agreement from the Public Improvement Agreement dated June 17, 2021, with Epoch Huntsville Tenant, LLC.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Ricardo Villagrand, Assistant City Manager

Recommended Motion: Move to authorize the City Manager to execute the Mutual Release and Termination Agreement for the Epoch Huntsville LLC. Development.

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 EPOCH Huntsville, LLC development was to be a student housing development, targeting the Sam Houston State University Student population, to have been located at 1401 16th Street, Avenue N and 17th Street, Lot 1-R, Block 110 of the Final Plat of Epoch Huntsville, LLC, containing 4.621 acres situated in the P. Gray League, A-24, City of Huntsville, Walker County, Texas, recorded in Volume 7, Page 47 of the Plat Records, Walker County, Texas. The final Civil Plans for this development were approved on 12/4/2018. Some site work was done but no further development has occurred on this site. Two brothers were the owners of EPOCH Huntsville LLC Development company. One of the brothers has passed away and the remaining brother wishes to sell the property and is requesting to be released from the Public Improvement Agreement dated June 17, 2021. The improvements were never completed. The purpose of the Mutual Release is to terminate the Public Improvement Agreement and to show that the performance and payment bonds issued by Epoch are no longer needed.

Previous Council Action:

Financial Implications: N/A

Approvals:

Kathlie Jeng-Bulloch

Ricardo Villagrand

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

-
1. 2025.11.24 Mutual Release and Termination Agreement by EPOCH Huntsville, City of Huntsville not signed
 2. Agreement to Construct Public Improvements - EPOCH Huntsville dated 6-2021
 3. 2025.11.24 Corporate Resolution of Epoch Huntsville Tenant, LLC - DRAFT[45] (6)
 4. SECRETARY OF STATE Certificate of Fact

MUTUAL RELEASE AND TERMINATION AGREEMENT

This Mutual Release and Termination Agreement (“Agreement”) is made and entered into as of **January 27, 2026**, by and between **Epoch Huntsville Tenant, LLC**, a Delaware limited liability corporation (“Developer”), whose address is 1001 Morehead Square Drive, Suite 320, Charlotte, North Carolina, 28203, and **City of Huntsville, Texas**, a Texas municipal corporation (“City”), whose address is 448 State Highway 75 N, Huntsville, Texas 77320.

RECITALS

- A. Developer and City entered into that certain Public Improvement Agreement dated June 27, 2021 (the “Agreement”).
- B. Developer has requested the release of the Performance Bond associated with the Agreement.
- C. The parties desire to terminate the Agreement and mutually release each other from any and all obligations thereunder.

AGREEMENT

1. Termination of Agreement

The Public Improvement Agreement dated June 27, 2021, is hereby terminated and shall be of no further force or effect.

2. Mutual Release

Each party hereby releases and forever discharges the other, including its officers, agents, employees, successors, and assigns, from any and all claims, demands, liabilities, obligations, and causes of action of any kind, whether known or unknown, arising out of or related to the Agreement.

3. Ownership Representation

Developer represents and warrants that it is the current owner of the property described as:

Lot 1-R, Block 110 of the Final Plat of Epoch Huntsville, LLC, containing 4.621 acres situated in the P. Gray League, A-24, City of Huntsville, Walker County, Texas, recorded in Volume 7, Page 47 of the Plat Records, Walker County, Texas.

4. Authority

Each party represents that it has full power and authority to execute this Agreement and that the person signing on its behalf is duly authorized.

5. Governing Law

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

6. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations.

7. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

SIGNATURES

Epoch Huntsville Tenant, LLC

By: _____
Name: _____
Title: _____
Date: _____

City of Huntsville, Texas

By: _____
Name: _____
Title: _____
Date: _____

AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS
PROJECT: **EPOCH HUNTSVILLE, PD#2017-04-08**

THIS AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS (this "**Agreement**"), is between the CITY OF HUNTSVILLE, a home-rule municipal corporation, 1212 Avenue M, Huntsville, Texas 77340, hereinafter referred to as "**CITY**" and **EPOCH HUNTSVILLE TENANT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as "**DEVELOPER**":

TRP

WHEREAS, The City is a home-rule city and municipal corporation that provides a full-range of governmental services to its citizens; and

WHEREAS, Developer is the owner of that certain parcel of land situated in the City of Huntsville, Walker County, Texas, generally known and described as **EPOCH HUNTSVILLE PD#2017-04-08**, as further described on **Exhibit "A"** attached hereto, and Developer proposes to do and perform certain work of improvement thereon as hereinafter set forth; and

WHEREAS, City desires to assure that the proposed public improvements will be done in good workmanlike manner and in accordance with the laws now in force and effect in the City of Huntsville, Texas, including the Development Code, the terms and conditions of which are incorporated herein by reference; and,

WHEREAS, Developer declares that it is familiar with the regulations and laws now in force and effect in the City of Huntsville, Texas, including the current Development Code and agrees to comply therewith, and

WHEREAS, a final plat of this tract prepared in accordance with the City's Development Code, has been filed by Developer with City for approval by the City Planning and Zoning Commission;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Planning and Zoning Commission of final plat and the acceptance of **Street, Sidewalk, and Offsite Sanitary Sewer Systems**, therein offered for dedication for public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. General Requirements:

Developer shall, at its own cost and expense, supply all materials and complete all of the improvements set forth in the attached **Exhibit "B"** attached hereto (the "**Improvements**") with such improvements to be completed to the satisfaction of the City Engineer of the City at an estimated construction cost of **Two Hundred Seventy-Eight Thousand, One Hundred Seventy Dollars and 44/100.**

(\$278,170.44) attached Exhibit "C". to complete the public improvements described on Exhibit "B".

2. Monumentation:

Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all property corners and monuments shown on the map that have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of Texas, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

3. Permits; Compliance with Law:

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law. The Developer understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits and this Contract shall at all times be subject to the City Code of Ordinances.

4. Superintendence by Developer:

Developer shall give personal superintendence to the work of the improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Developer.

5. Inspection by City:

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

6. Repair or Reconstruction of Defective Work:

If, within a period of one year after final acceptance of the work performed, under this agreement, any structure or part of any structure furnished, and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this

agreement, fails to fulfill any of the requirements of this agreement, or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements, to be made before developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%).

7. Definition and Ownership of Improvements:

- a. The term “**Improvements**” as defined herein and described on **Exhibit “B”** shall include grading, paving, curbs and gutters, sidewalks, sanitary sewers, utilities, and traffic control, that shall be shown in detail upon plans, profiles and specifications that have been prepared by engineers acting for Developer subject to approval by the City Engineer. No work on these improvements shall be commenced until plans and profiles therefore have been submitted to and approved by the City Engineer. The cost of plan checking and inspection shall be paid by Developer. All public improvements constructed or installed pursuant to this agreement, shall become the sole exclusive property of the City of Huntsville, without payment therefore, upon acceptance of the improvements by the City. Developer agrees to execute any documents required for the transfer of the completed Improvements to the City.
- b. **Public Improvements Plan**
The Developer’s Public Improvement Plan is attached as **Exhibit “B”**. The City and the Developer agree that approvals or certifications by the City are required for each phase or part of the Public Improvement Plan. The City and the Developer agree that the Developer shall develop the Tract in accordance with the Public Improvements Plan and that the City has been induced to enter into this Contract based upon Developer’s representation that it will develop the Tracts in accordance with the Public Improvements Plan.

8. Time of Completion:

All of the public improvements shall be completed within twelve (12) months from the effective date of this Agreement. In the event that Developer fails to complete the public improvements within the twelve months' period, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Developer, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of these public improvements. The time for completion may be extended by the City Engineer, in writing, for good cause shown by the Developer.

9. Surety:

- A. Before construction begins on the Improvements, Developer shall file with the City both:
- (1) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost hereinabove set forth to guarantee performance of all the provisions of this contract, and
 - (2) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost hereinabove set forth to guarantee payment to the contractor, his subcontractor, and to persons renting equipment or furnishing labor and materials to them for the improvements required under this contract.
- B. Acceptable surety shall be in the form of surety bonds (issued by a company acceptable according to the latest list of companies on file with the Secretary of State of Texas), or in the form of an irrevocable letter of credit from a local bank, on a form acceptable to the City, or in the form of a cash deposit to be held by the City. In the event the Developer fails to meet its obligations contained in this Agreement, the City shall have the right to draw the entire amount of the Letter of Credit as a reimbursement to the City for the cost by the City to complete construction of the Public Improvements and any legal and administrative costs associated with completion thereof.
- C. Developer shall file with City of Huntsville a maintenance bond in the amount of 10% of the estimated construction cost of all public improvements that will be accepted and maintained by the City of Huntsville.

10. Effective Date of Contract:

This contract shall become effective as of the date of issuance of the acceptable surety bond attached to this contract or as of the date of the issuance of a Public Improvement Permit.

11. Liability for Nonperformance:

Neither the City nor any of its officers or agents shall be liable to Developer or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract.

12. Liability for Personal Injuries:

The City shall not be liable to the Developer or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from

any cause whatsoever in, on, or about the subdivision of the land covered by this Agreement, or any part thereof.

13. **Release and Indemnification:**

The Developer hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever's the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or their interests and all claims, demands, costs loss, damage, and liability, howsoever may be caused and whensoever's the same may appear, either directly or indirectly made or suffered by the Developer, the Developer's agents, employees, and subcontractors, while engaged in the performance of that work.

Before any work pursuant to this contract, Developer's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Minimum liability and property damage insurance shall be not less than **\$500,000** for all damages arising out of bodily injury or to death of one person and not less than **\$1,000,000** for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less than \$100,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or destruction of property during the policy period. This policy shall be in favor of Developer or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. This policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

14. **Liability of Developer:**

The Developer agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided, that acceptance by the City shall in no way eliminate or lessen any of Developer's obligations or undertakings contained in this Agreement.

15. **Developer's Expenses:**

The Developer shall pay for the following expenses:

- a. The Developer shall cause to be made and pay for soil tests made by a reputable and certified soils testing laboratory to determine gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature of the improvement necessary. The developer shall also cause to be made and pay for all compaction tests required by the City Engineer.
- b. The Developer and his subcontractors shall pay for all testing of public improvements required by the City Engineer of the City before acceptance as public improvement.
- c. The Developer and his subcontractors shall pay for any materials, provision, provender, and other supplies or equipment used in, upon, for or about the performance of the work contracted to be done.
- d. All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. The cost of inspections shall be paid by the Developer.
- e. Sewer and water fees as established by City shall be paid prior to the time of connection to any existing sewer or water line, or to any extension of an existing sewer or water line. In the event the Developer sells lots before the sewer and water connection fees are paid, no building permit shall be issued for any lot within the subdivision until the sewer and water connection fees therefore are paid. The payment of these connection fees shall be the primary obligation of Developer subject to the right of the City to collect connection fees at the time of issuance of a building permit.

16. Approval by City Engineer:

It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications mentioned herein or the ordinances of the City of Huntsville. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Developer before release of bond or final acceptance of completed work.

17. Obligations of Developer:

Notwithstanding the fact that Developer's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Developer of satisfactorily performing the work or his obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Developer or its engineer, with the City of Huntsville's standards and with the provisions of the Huntsville city code. In accordance to the Texas Occupations Code 1001.407, the Engineering Construction is to be performed under the direct supervision of an Engineer. "As-built" drawings are required to be submitted upon completion of the Work, certified by the Engineer supervising the Work. Developer warrants that its plans and specifications conform as a minimum to the ordinances and that they are adequate to accomplish the work in good workmanlike manner and in accordance with sound construction practices.

18. Notice of Completion:

Developer shall file a Notice of Completion with the City Engineer of the improvements herein specified. The Notice of Completion will include a letter from the Engineer of Record for the Project, certifying that the Work has been completed and installed in conformance with the plans and specifications approved by the City.

19. Relationship of Contractors:

It is hereby mutually covenanted and agreed by the parties hereto that Developer's contractors are not agents of City, and that the contractors' relations to City, if any, are those of independent contractors.

20. Certification of Satisfactory Completion:

Upon the satisfactory completion of the improvements by the Developer, the City Engineer shall certify that the work of these improvements has been satisfactorily completed.

21. Assignment:

This contract shall not be assignable by Developer without written consent of City.

22. Filing of Improvement Plans:

Upon completion of the job and subsequent to the acceptance of the job by the City, the Developer shall supply the City with electronic versions, in PDF and AutoCAD formats, one set of Engineer certified "as built" and shall reflect the job as actually constructed, with all changes incorporated therein. In addition, the Developer shall provide to the City the materials testing results, construction submittals, change orders, and clarifications.

23. Choice of Law; Venue; Dispute Resolution:

This contract shall be governed by the laws of the State of Texas and venue for any lawsuit or court action shall be in district court in Walker County, Texas.

The parties recognize that disputes may occur and the Agreement involves a governmental entity and as such, there can be no delegation to a third party individual or third party entity for a final resolution of the duties and obligation of the City as herein provided. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least 30 days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period

and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

24. Merger and Modifications:

This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

25. Reservation of Rights:

All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

26. Captions:

All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

27. Severability:

The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.

28. Benefits of Contract:

This Contract is for the benefit of the City and the Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

29. **Addresses and Notice:**

Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Huntsville
1212 Avenue M
Huntsville, TX 77340
Ph: (936) 294-5760
Attn: City Engineer

If to the Developer, to:

Epoch Huntsville Tenant, LLC, a Delaware Limited Liability Company
Ted W. Rollins, Executive Chairman
1001 Morehead Square Drive, Suite 300
Charlotte, NC 28203
Contact #: 423-580-3979

The parties shall have the right from time-to-time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days written notice to the other.

Executed on 17th day of JUNE, 2021, at HUNTSVILLE, Texas

CITY OF HUNTSVILLE

ATTEST:

BY: [Signature]
City Manager

BY: [Signature]
City Secretary, City of Huntsville, Texas

APPROVED:

APPROVED AS TO CONTENT:

BY: _____
City Attorney

BY: [Signature]
City Engineer

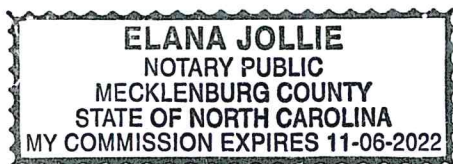
**Developer Name: Epoch Huntsville Tenant, LLC,
a Delaware Limited Liability Company**

By: [Signature]
Ted W. Rollins, Executive Chairman

Date: March 18, 2021

North Carolina
STATE OF TEXAS §
COUNTY OF mecklenburg §

This instrument was acknowledged before me on the 18 day of March, 2021, by **Ted W. Rollins**, as **Executive Chairman for Epoch Huntsville Tenant, LLC, a Delaware Limited Liability Company** and who represents he has been given authority to sign this Agreement by and on behalf of said entities.



[Signature]
Notary Public, State of Texas

Executed on 17th day of JUNE, 2021, at HUNTSVILLE, Texas

CITY OF HUNTSVILLE

ATTEST:

BY: _____
City Manager

BY: _____
City Secretary, City of Huntsville, Texas

APPROVED:

APPROVED AS TO CONTENT:

BY: [Signature]
City Attorney

BY: [Signature]
City Engineer

**Developer Name: Epoch Huntsville Tenant, LLC,
a Delaware Limited Liability Company**

By: [Signature]
Ted W. Rollins, Executive Chairman

Date: March 18, 2021

STATE OF North Carolina §
~~TEXAS~~
COUNTY OF Mecklenburg

This instrument was acknowledged before me on the 18 day of March, 2021, by **Ted W. Rollins, as Executive Chairman for Epoch Huntsville Tenant, LLC, a Delaware Limited Liability Company** and who represents he has been given authority to sign this Agreement by and on behalf of said entities.

[Signature]
Notary Public, State of Texas

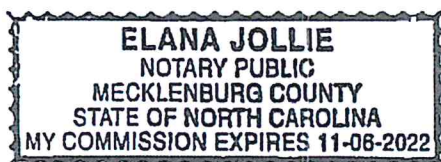


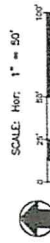
Exhibit A
PI Agreement Final Plat
Epoch Huntsville PD#2017-04-08



VICINITY MAP
Scale: 1" = 2,000'

- NOTES:**
1. RELATED DOCUMENTS:
a. Deed to Epoch Huntsville, LLC in Document Number 43807 of the W.C.O.P.R.
b. Coordinates and bearings shown hereon, are referenced to the City of Huntsville Mapping Control Network, and based on the following coordinates: Point of Beginning, N 02°00'00" E 102.257' and N 02°00'00" E 102.257'.
 2. The plat is subject to the following:
a. The plat is subject to the following:
b. The plat is subject to the following:
c. The plat is subject to the following:
d. The plat is subject to the following:
e. The plat is subject to the following:
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v. The plat is subject to the following:
w. The plat is subject to the following:
x. The plat is subject to the following:
y. The plat is subject to the following:
z. The plat is subject to the following:

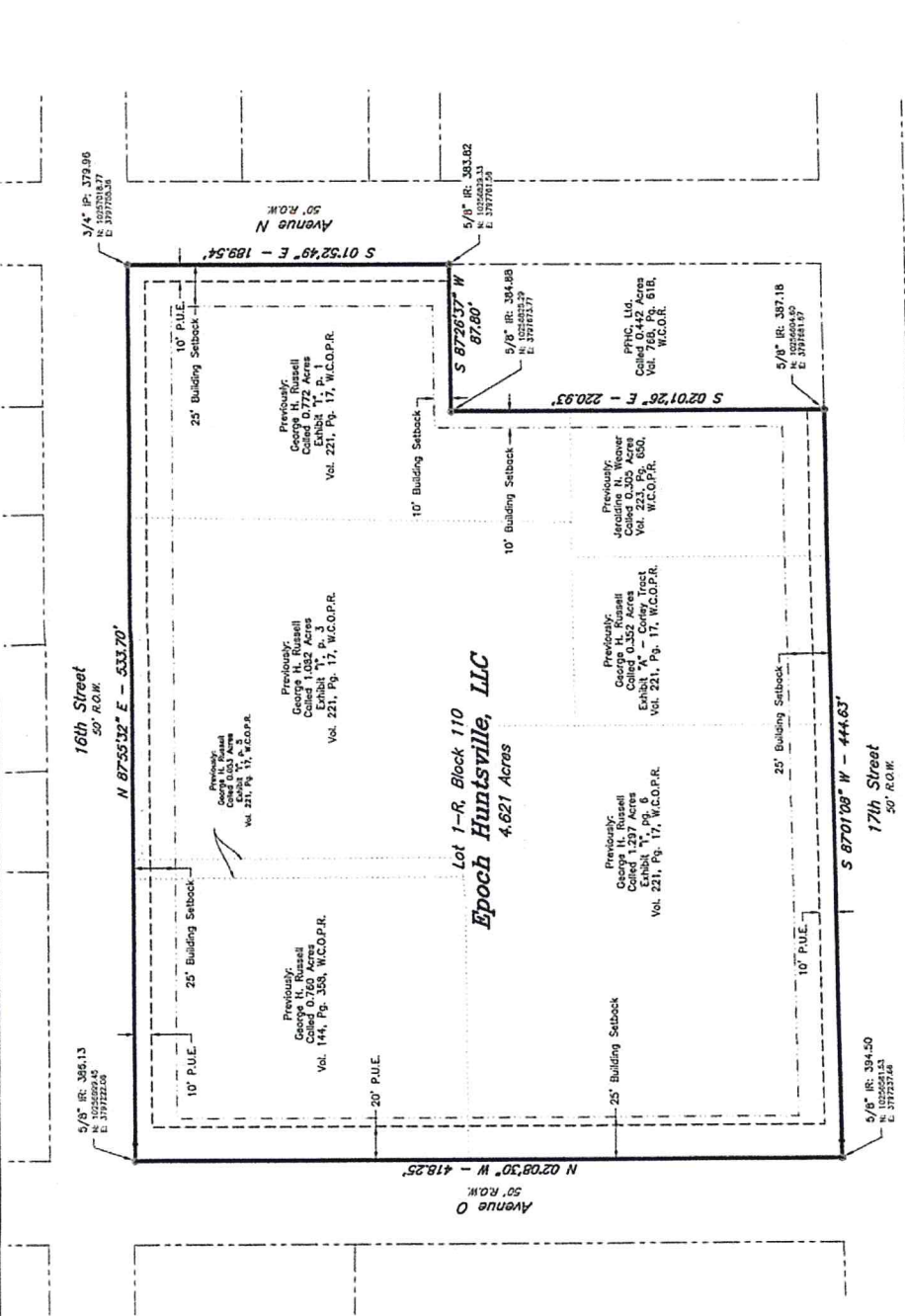
- LEGEND**
- SETBACK/BUILDING LINE
 - PUBLIC UTILITY EASEMENT
 - PREVIOUS PROPERTY LINE
 - PROPERTY LINE
 - BOUNDARY LINE
 - 5/8" IRON ROD FOUND
 - 5/8" IRON ROD SET
- ABBREVIATIONS**
- C.O.H. CITY OF HUNTSVILLE
 - D.E. DEED RECORDS
 - E.E. ELECTRICAL EASEMENT
 - G.P. GAS PIPING EASEMENT
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - P.R. PLAT RECORDS
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - U.E. UTILITY EASEMENT
 - W.C. WALKER COUNTY



Final Plat

EPOCH Huntsville, LLC
Lot 1-R, Block 110
Consisting of 1 Block, 1 Homestead Lot
4.621 Acres
Pleasant Gray League Survey, a-24
Huntsville, Walker County, Texas
April 2019

Scale: 1" = 50'
Enlist & Survey:
McClure & Brown Engineering/Surveying, Inc.
1001 Woodcreek Dr., Suite 100
Cedar Rapids, Iowa 52403
(712) 399-7764
Fax: (712) 399-7765
Enlist & Survey:
McClure & Brown Engineering/Surveying, Inc.
1001 Woodcreek Dr., Suite 100
Cedar Rapids, Iowa 52403
(712) 399-7764
Fax: (712) 399-7765



FOR TAX PURPOSES THIS PLAT COMPLETES WITH SECTION 12.002 OF THE PROPERTY CODE

CERTIFICATION OF THE CITY ENGINEER
I, the undersigned, City Engineer of Huntsville, Texas, hereby certify that proper engineering consideration has been given to this plat regarding the design and construction of public improvements and related easements and rights-of-way.
Dated this 12th day of June, 2019.
Kevin R. McClure
City of Huntsville

CERTIFICATION BY THE COUNTY CLERK
STATE OF TEXAS,
COUNTY OF WALKER
I, Jodi A. Frimml, County Clerk in and for Walker County, do hereby certify that this plat with its certification of authorization was filed for record in my office the 21st day of October, 2019, in the Plat Records of Walker County in Volume 477, Page 477.
Jodi A. Frimml
County Clerk
Walker County, Texas

APPROVAL OF THE PLANNING COMMISSION
This plat has been submitted to and considered by the Planning Commission of the City of Huntsville, Texas, with respect to the platting of the land and is hereby approved by the Commission.
Dated this 12th day of May, 2019.
Kevin R. McClure
City of Huntsville

CERTIFICATION OF CITY PLANNING OFFICER
I, the undersigned, Planning Officer of the City of Huntsville, Texas, do hereby certify that this plat conforms to the City Comprehensive Plan, and all applicable design criteria and standards of the City of Huntsville, Texas.
Dated this 12th day of May, 2019.
Kevin R. McClure
City of Huntsville

ACKNOWLEDGEMENT AND DEDICATION
STATE OF TEXAS,
COUNTY OF WALKER
I, the undersigned, owner(s) of the land shown on this plat, and designated as EPOCH Huntsville, LLC, LOT 1-R, BLOCK 110 in Walker County, Texas, and whose name is subscribed hereto, do hereby dedicate to the use of the public forever the land shown on this plat for the purpose and consideration therein expressed.
Dated this 12th day of May, 2019.
Ted Rodine, Partner of Epoch Huntsville LLC.
State of North Carolina,
County of Mecklenburg.
This instrument was acknowledged before me by Ted Rodine on the 12th day of May, 2019.
By: Elana Jollie
Elana Jollie
Notary Public for
State of North Carolina
MY COMMISSION EXPIRES 11-02-2022

ACKNOWLEDGEMENT AND DEDICATION
STATE OF TEXAS,
COUNTY OF WALKER
I, the undersigned, owner(s) of the land shown on this plat, and designated as EPOCH Huntsville, LLC, LOT 1-R, BLOCK 110 in Walker County, Texas, and whose name is subscribed hereto, do hereby dedicate to the use of the public forever the land shown on this plat for the purpose and consideration therein expressed.
Dated this 12th day of May, 2019.
Ted Rodine, Partner of Epoch Huntsville LLC.
State of North Carolina,
County of Mecklenburg.
This instrument was acknowledged before me by Ted Rodine on the 12th day of May, 2019.
By: Elana Jollie
Elana Jollie
Notary Public for
State of North Carolina
MY COMMISSION EXPIRES 11-02-2022

Exhibit B

PI Agreement Approved Plans

Epoch Huntsville PD#2017-04-08

CIVIL INFRASTRUCTURE IMPROVEMENTS FOR EPOCH @ HUNTSVILLE HUNTSVILLE, WALKER COUNTY, TEXAS

NOVEMBER 2018

Developer:
Epoch Huntsville LLC
5784 Lake Forrest Dr Ste 220
Atlanta, GA 30328

Prepared By:
McClure & Browne
Engineering/Surveying, Inc.
1008 Woodcreek Drive, Suite 103
College Station, Texas 77845
(979) 693-3838

[illegible][illegible]

Sheet Number	Sheet Title	Sheet Index
C0.0	Cover Sheet & Index	
C1.1	Overall Project Layout	
C1.2	Traffic Control Layout	
C2.1	Sanitary Sizer 36-1	Plan
C2.2	Sanitary Sizer 36-1	Plan
C2.3	Sanitary Sizer 36-1	Plan
C3.1	Construction Details	
C3.2	Construction Details	

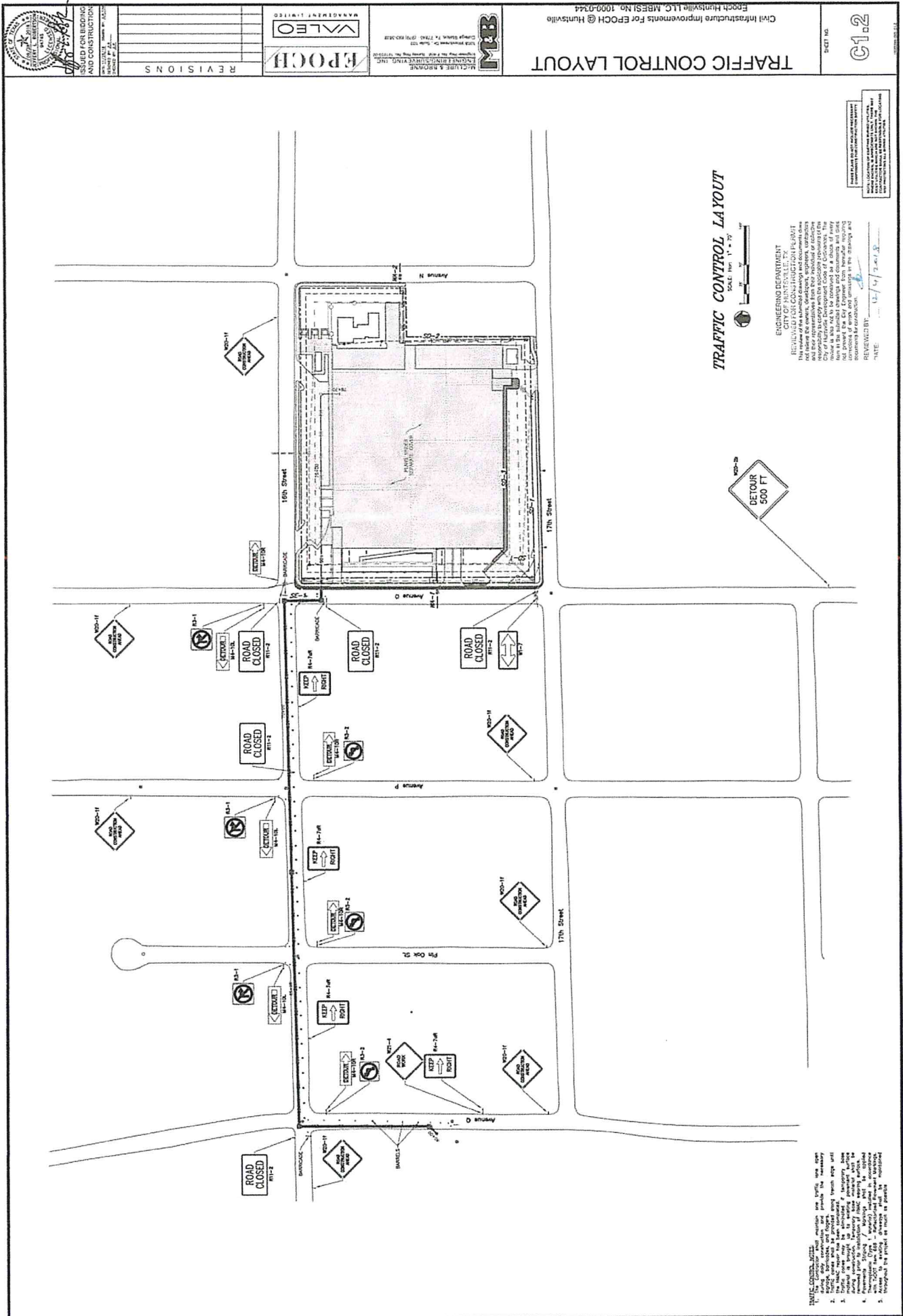
1. CTS and telephone improvements are included in separate bid.
2. Where applicable, Contractor to provide completed closed circuit TV (CCTV) to determine if adding sanitary sewer services and all provide new sanitary sewer line and connect existing sewer leads to the new sanitary sewer main. The Contractor is responsible to pre & post CCTV in document final log

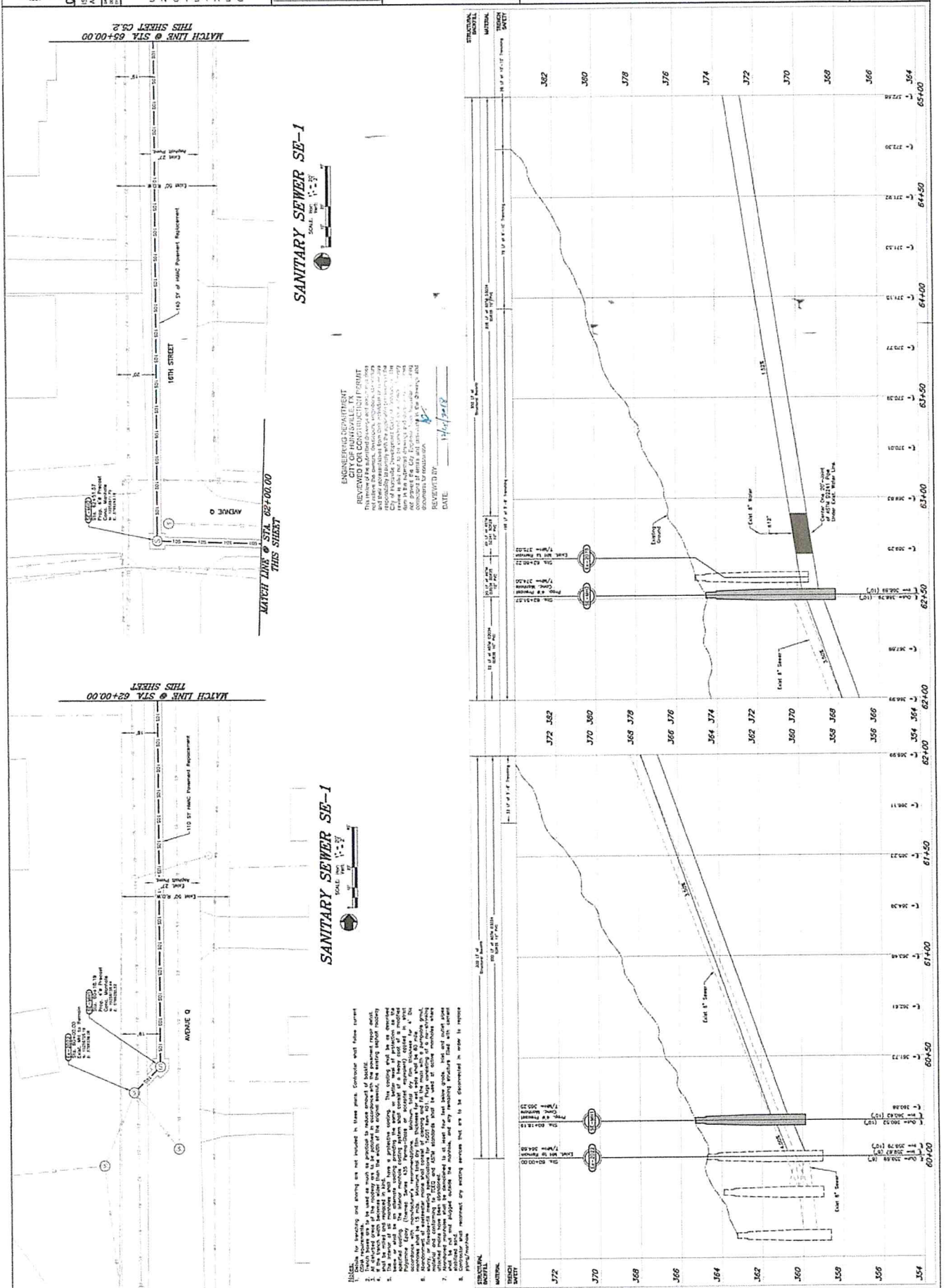
ENGINEERING DEPARTMENT
CITY OF LITTLE ROCK, TX

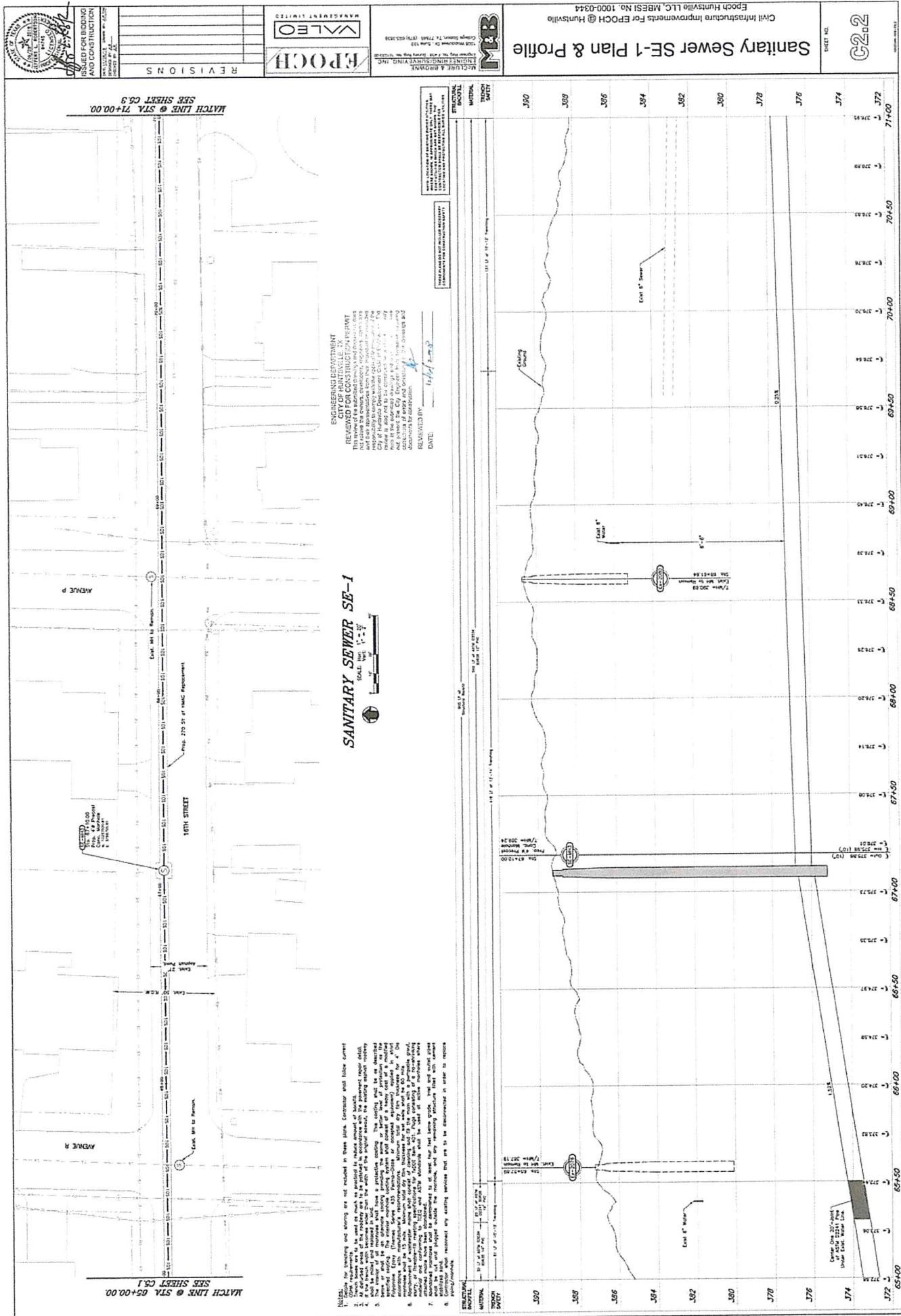
REVIEWED FOR CONSTRUCTION PERMIT

After a review of the submitted drawings and documents does not infringe the patent, development, copyright, or other intellectual property rights of any third party, the undersigned hereby certifies that the drawings and documents are the original work of the undersigned and are not a copy of any other drawings or documents. The undersigned also certifies that the drawings and documents are not a copy of any other drawings or documents and that the undersigned is the owner of the drawings and documents.

REVIEWED BY: J.S. [Signature]
DATE: 12/14/2018







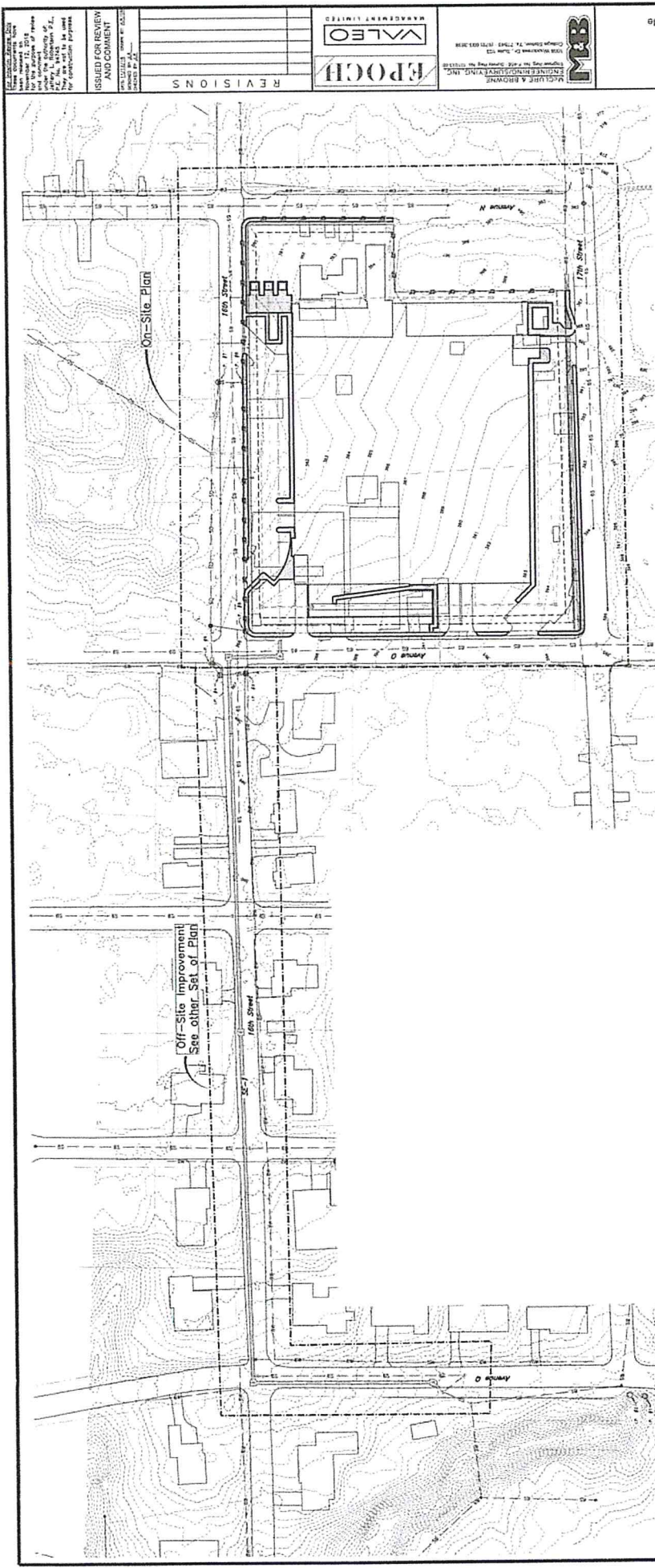
Civil Infrastructure Improvements For EPOCH @ Huntsville
Epoch Huntsville LLC, MBES No. 1000-0344

EPOCH
MANAGEMENT LIMITED

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING AND CONSTRUCTION	10/1/2020

C22
SHEET NO.



ON-SITE & OFF-SITE OVERALL PLAN

ENGINEERING DEPARTMENT
CITY OF HUNTSVILLE, TX

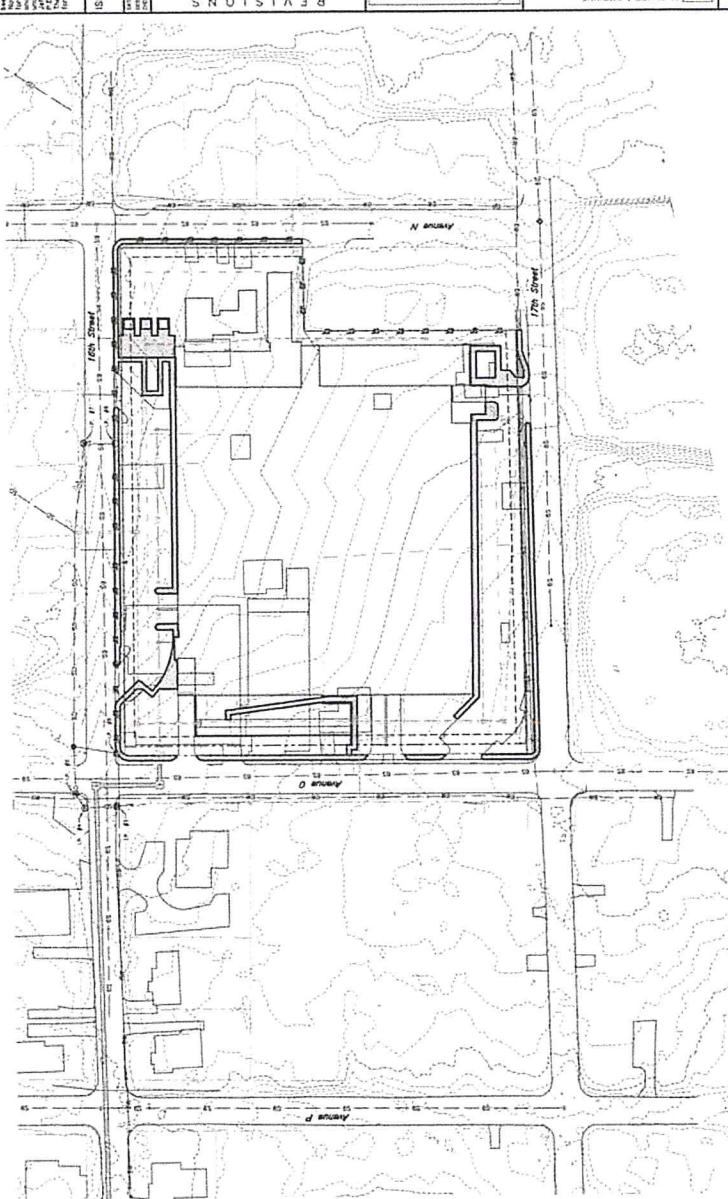
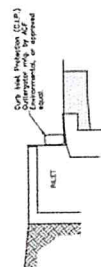
REVIEWED FOR CONSTRUCTION PERMIT

This review of the submitted drawings and documents does not relieve the Designer, Engineer, Architect, Contractor and their representatives from their individual or collective responsibility to comply with the applicable provisions of the City of Huntsville Development Code of 2006, or any amendments thereto. This review is also intended to ensure that the drawings and documents submitted by the City Engineer from Huntsville comply with the provisions of the City of Huntsville Development Code of 2006, or any amendments thereto, and to ensure that the drawings and documents submitted by the City Engineer from Huntsville comply with the provisions of the City of Huntsville Development Code of 2006, or any amendments thereto, and to ensure that the drawings and documents submitted by the City Engineer from Huntsville comply with the provisions of the City of Huntsville Development Code of 2006, or any amendments thereto.

REVIEWED BY: _____
DATE: _____

EROSION CONTROL PLAN

SCALE: 1" = 60'

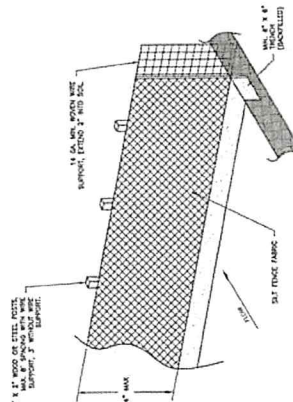
[illegible]

The Guttenger should be instructed to cooperate with the manufacturer's recommendations.

CURB INLET PROTECTION

SILT FENCE DETAIL.

NOTES: WHICH SUPPORT THE SALT FENCE SHALL BE INSTALLED ON A SLOPE OF 1:1. THE SALT FENCE SHOULD BE INSTALLED IN WITH A SPACE OR GAP OF 1' TO 2' BETWEEN EACH FENCE. THE SALT FENCE SHOULD BE MECHANICAL, PREPARED, SO THAT THE DOWN SLOPE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. THE TRENCH SHOULD BE A MIN. OF 4" DEEP AND 12" WIDE TO ALLOW FOR THE SALT FENCE TO BE Laid IN THE GROUND AND ANCHORED. EACH TRENCH SHOULD BE SECURED WITH ANCHORS OR SUPPORT POSTS. THE TRENCH SHALL BE INSTALLED WITH A FLAT ATTACHED TO THE WOODEN OR STEEL FENCE POST.

SYPPP Information

Index of Construction Activity
 CEMENT, CRUVEY, and utility represents the residential subsector. Potential pollutants
 and sources - sediment from activities and equipment movements around the site.

Materials of Earth
 1. earth on trench
 2. total mobilized construction soil.

1. Deer and grub.
2. Rough grading.
3. Joint activities.
4. Contract roadway.
5. Concrete grading and install permanent seeding.
6. When all construction activity is completed and the site is stabilized, remove all fence and reseed any areas stabilized during construction and ensure a healthy ground cover.

Annualized Construction
During the construction of pavement, drainage, and utility improvements the entire lot will be disturbed.

ered. All proposed fill material was to be tested. The tests were to be conducted at all levels, areas where water runs off the site. Under construction will have all testing at key areas placed around the perimeter of the site. All construction areas will have sandbags placed in front of the street to collect sediment and allow flow of water into the road.

Concrete Vitrification Technology
A vitrified construction material will be fine grained and non permeable meeting the requirements of the first and second criteria. The material will be composed by existing green-based composite cements. All areas affected by storm water drainage will be covered by the material. The material will be fine grained and non permeable meeting the requirements of the first and second criteria.

Certification of Compliance with State and Local Regulations
The stormwater pollution prevention plan reflects the city/county's requirements for storm water management, erosion, and sediment control. To ensure compliance, this plan was prepared in accordance with the city/county's erosion control ordinance.

Measurement/Inspection Procedures
These are the inspection and measurement practices that will be used to measure erosion and sediment control.
a. All control measures will be inspected at least once every 15 days and following any storm event of 0.50 inches or greater.
b. If they will be monitored in real working order, if a result is necessary it will be indicated.

within 24 hours of the report.

- a. Built up sediment will be removed from all fences when it has reached over half the fence height.
- b. Soil fences will be inspected for depth of sediment, later, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- c. Temporary and permanent seeding and planting will be inspected for bare spots, erosion, and healthy growth.
- d. A multi-media bioassay report will be made after each inspection. The inspection report from

- A site investigated as to response for inspection, maintenance and repair activities, and deny out the rejection and maintenance report.

• Water from water line flushing.
• Watering of seeded areas.
• Application of water to subgrade and base of the roadways.

Contract Requirements
The operator shall provide a copy of the NCR to the sponsor and send a copy of the construction plan to the sponsor prior to commencing any construction activity. The construction plan is a document which is a description of the construction activities, and contains the schedule for the construction activity.

system receiving the message, at which time it may prefer to communicate with another system. The operator who submits a NOT to TICS and a copy to the operator of the municipal alarm system once the final installation has been achieved and the temporary alarm console have been removed.

Gender Justice Fundamentals
The following records must be maintained and either attached to or referenced in the storm water permit:

- The notes when major grading activities occur.
- The notes when construction activities temporarily or permanently cease on a portion of the site.
- The notes when stabilization measures are initiated.

A report summarizing the results of the inspection, survey and evaluations of personnel making the inspection, the areas of the inspection, and major observations must be made and retained with the alarm order book. Major observations should include:

- a. The locations of asbestoses of sediment on other pollutants from the site;
- b. Locations of DWP's that failed to comply as designed or proved non-effective for a particular location; and

- Locations where additional staff's are needed.

GENERAL INSTRUCTIONS: 1. It is the responsibility of the Contractor to prepare and maintain a Storm Water Pollution Prevention Plan in accordance with the Army/Corps Station Unified Standards Design Guidelines and EPA requirements for storm water discharges associated with construction activity under General Permits, USACE 33 CFR, & Section 402 of the Clean Water Act, & latest provisions of state laws to comply the NOI.

2. **Exchange Erosion Systems (ESES) General** Permit No. 108150000 as administered by the Texas Commission on Endangered Species (TCES). The Contractor shall not allow sediment to leave the work area at any adjacent stream. Additional measures to these shown on this plan and described in these notes may be required to prevent sediment from leaving the work area. The contractor shall be responsible for clean-up and restoration in original condition, including establishment or re-vegetation of any banks or channels affected should construction sediment be found outside of limits of construction work.

3. All defoliated trees are to have replacement of grass on outline based on responsible for weeding, mulching and establishment of grass for a period of 90 days beyond project completion. Contractor to guarantee at least 100% of the planted area within 6 months. Growth and survival must be defined as 100% of the planted area uniform coverage of grass greater than 1" in height with no bare spots greater than 2 square feet. A second application of flurimach is required for bare spots not meeting coverage test. A second application of flurimach is required for bare spots not meeting coverage test. Areas adjacent to the building and within the requirement within 90 days of initial application.

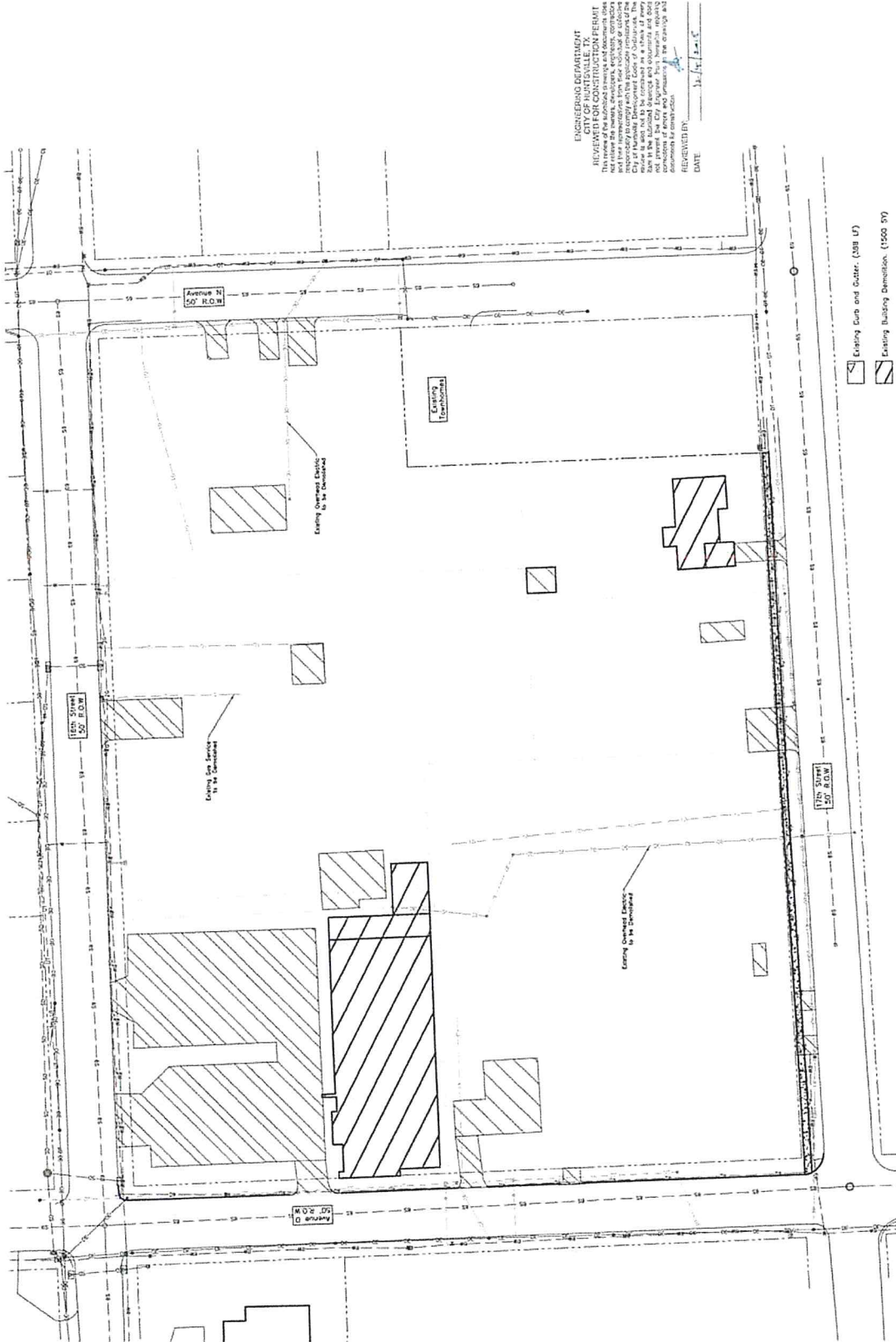
4. Contractor to receive back-siding and/or sandblasting are not included in this requirement. Contractor is to maintain erosion control throughout duration of the project both until work is completed and until the project is closed. Erosion control is not transported or stored on site. Erosion control is to be maintained in accordance with the requirements of the project. Erosion control is to be maintained in accordance with the requirements of the project. Erosion control is to be maintained in accordance with the requirements of the project.
5. All fencing to be installed per detail. In the case of all fencing, contractor may use wire fence or chain-link fence. Fencing is to be installed per detail. In the case of all fencing, contractor may use wire fence or chain-link fence. Fencing is to be installed per detail. In the case of all fencing, contractor may use wire fence or chain-link fence.

EXHIBITION, JUDGMENT AND CONSENTED TO:
Prior to any selection or endorsement activity, the board (or its designees) shall be notified of the proposed activity. The board shall review the proposed activity and, if appropriate, shall make a determination as to whether the activity is in the best interests of the state and whether the activity is consistent with the state's policies and goals. The board shall also determine whether the activity is consistent with the state's financial resources and whether the activity is consistent with the state's legal obligations. The board shall make its determination in a timely manner and shall provide a written report to the state's chief executive officer.

- removed and stockpiled from the LRP until after the "Race to the Sun" site cleanup is completed. The LRP will be removed and stockpiled by the contractor at the discretion of the City of College Station.
- At Excavation and Embankment within the public ROW and Utility easements shall conform with the following:
 - On all other areas, each layer of embankment shall be composed of material as graded that the density and uniformity of the surface layer may be secured by the Ordinary Compaction Method.
 - Ordinary Compaction consists of rolling and tamping each embankment layer to the extent that the surface of the embankment is at least 10% of the maximum voids in the embankment.

directly by the airplane. Each type must be either approved or rejected by the FAA. The FAA will be consulted with ruling equipment approved by the Engineer. Compensation shall continue until there is no evidence of further corruption. Prior to and in connection with the ruling transfer, each type must be brought to the measure control directed by the Engineer and not be kept beyond with suitable equipment to insure uniform composition of the entire type. Should the airplane, for any reason or cause, lose the required stability of finish, it shall be re-qualified and refunded at the contractor's expense.

[illegible]

[illegible]

REVIEWED BY _____
DATE 11/10/2018

	Existing Eats and Sutter. (308 U)
	Existing Building Demolition. (1500 S)
	Existing Foundation Demolition. (500 S)
	Existing Concrete Driveway Demolition. (2400 S)
	Existing Sidewalk Demolition. (200 S)

All contractors shall be size bid prior to removal to meet state requirements. Contractors must remove all debris from the project area and dispose of material in accordance with applicable laws and regulations.

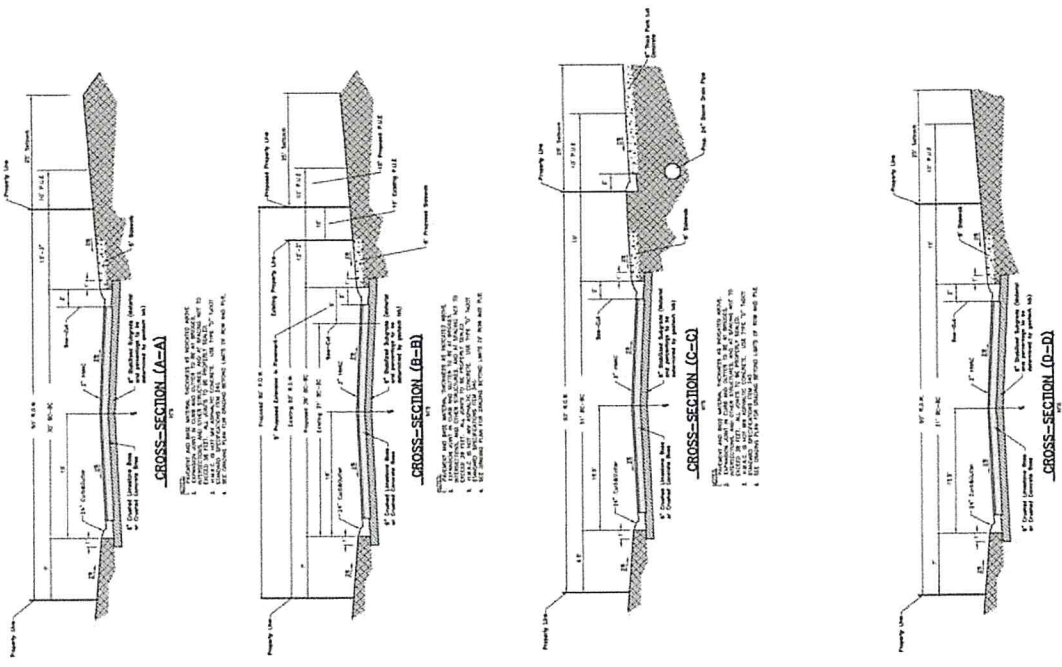
Loading existing utilities is subsidiary to the project, as the responsibility of the contractor and will not be included in the pay item list.

Prior to removal of C&G, Contractor shall contact Kyte Services • City of Nashville Public Works Bureau (Phone: 615-224-3107) to ensure existing water and sewer lines are protected.

DEMOLITION PLAN

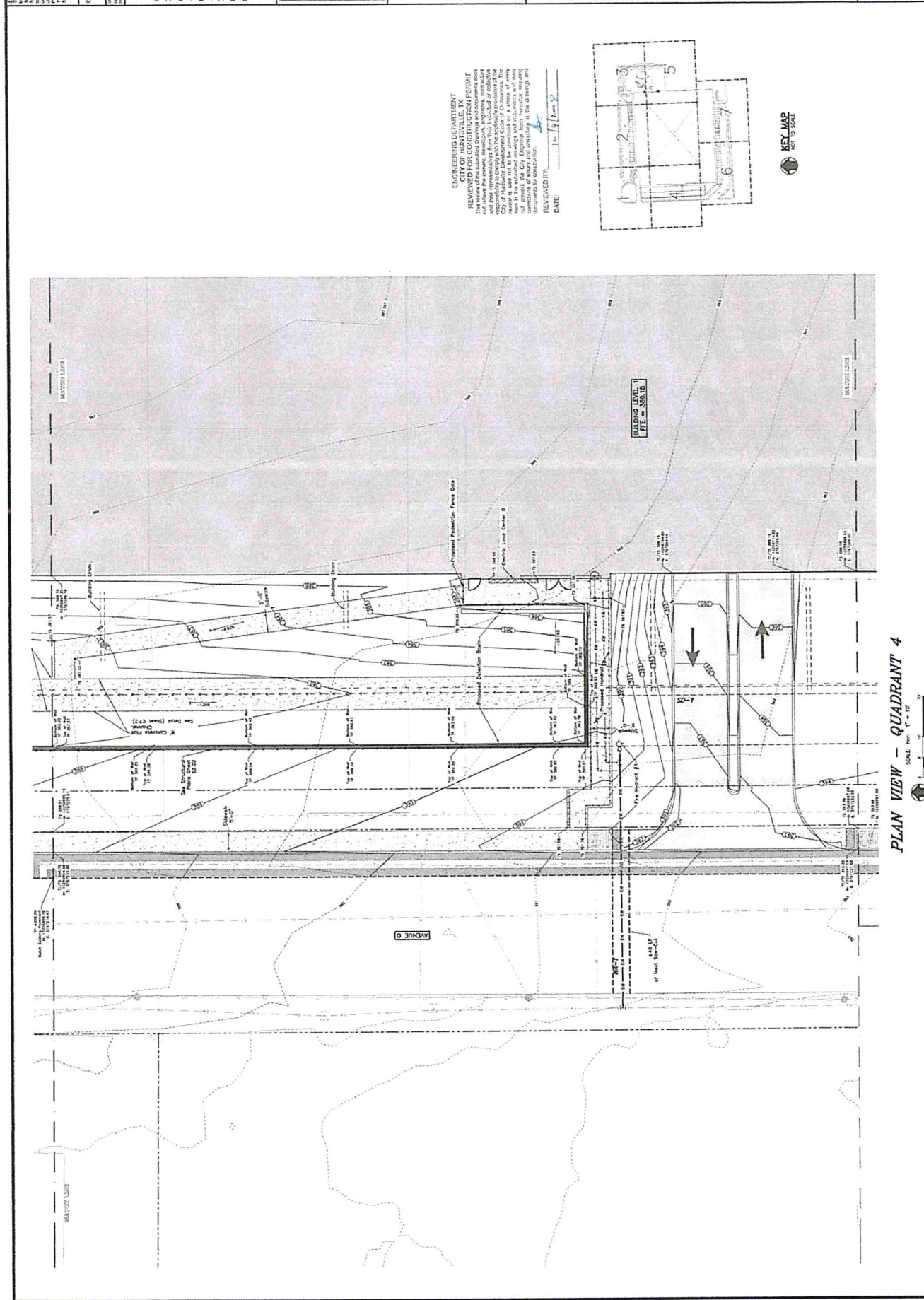
Figure 1: Schematic diagram of the experimental setup. A horizontal beam is supported by a central pivot. A weight is suspended from the left end, and a weight is suspended from the right end. The distance from the pivot to the left weight is labeled L . The distance from the pivot to the right weight is labeled L . The weight on the left is labeled W_L and the weight on the right is labeled W_R . The beam is labeled "Beam".

ENGINEERING REFERENCE
CITY OF HUNTSVILLE, AL
REVIEWED FOR CONSTRUCTION PERMIT
The undersigned hereby certifies that the plans and specifications for the above project have been reviewed and approved for construction by the undersigned, a duly licensed Professional Engineer in the State of Alabama, and that the undersigned is not aware of any facts or circumstances which would render the plans and specifications incomplete or inaccurate. The undersigned further certifies that the plans and specifications have been prepared by or under the direct supervision and control of the undersigned, and that the undersigned is a duly licensed Professional Engineer in the State of Alabama. The undersigned hereby certifies that the plans and specifications have been prepared by or under the direct supervision and control of the undersigned, and that the undersigned is a duly licensed Professional Engineer in the State of Alabama. The undersigned hereby certifies that the plans and specifications have been prepared by or under the direct supervision and control of the undersigned, and that the undersigned is a duly licensed Professional Engineer in the State of Alabama.



REVISIONS	DATE	BY	APP'D

ISSUED FOR REVIEW AND COMMENT
 DATE: 11/14/2018
 BY: [Signature]
 APP'D: [Signature]



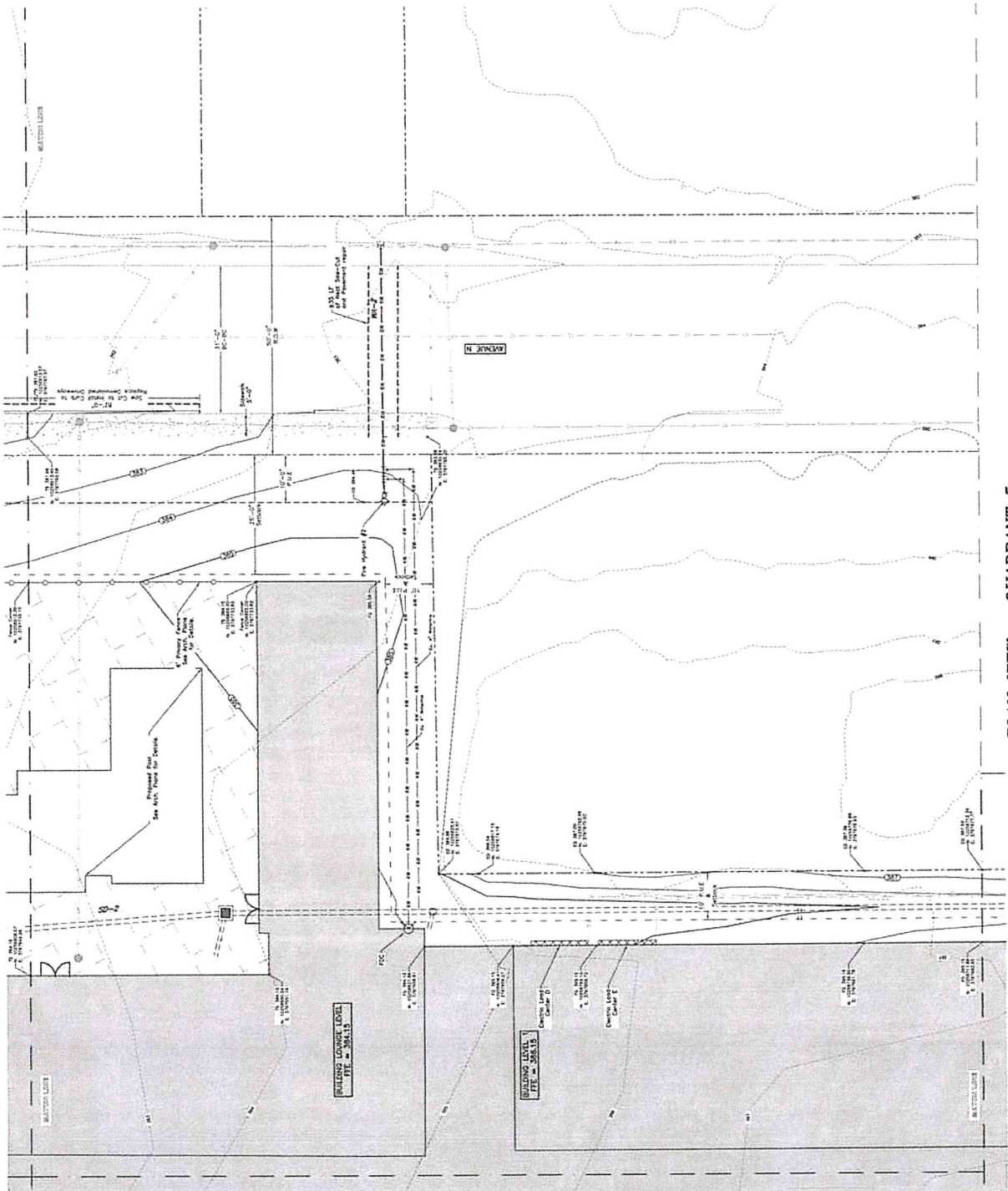
Grading & Layout Plan - Quadrant 5

7081 WALKERWAY Dr., Suite 512
Columbia Station, TX 77040 (877) 883-0838

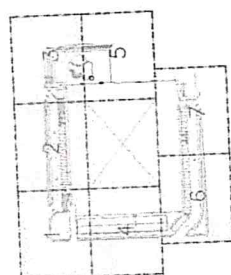


VALCO

FOR REVIEW
COMMENT



PLAN VIEW - QUADRANT 5



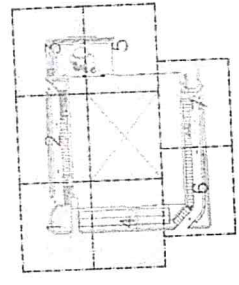
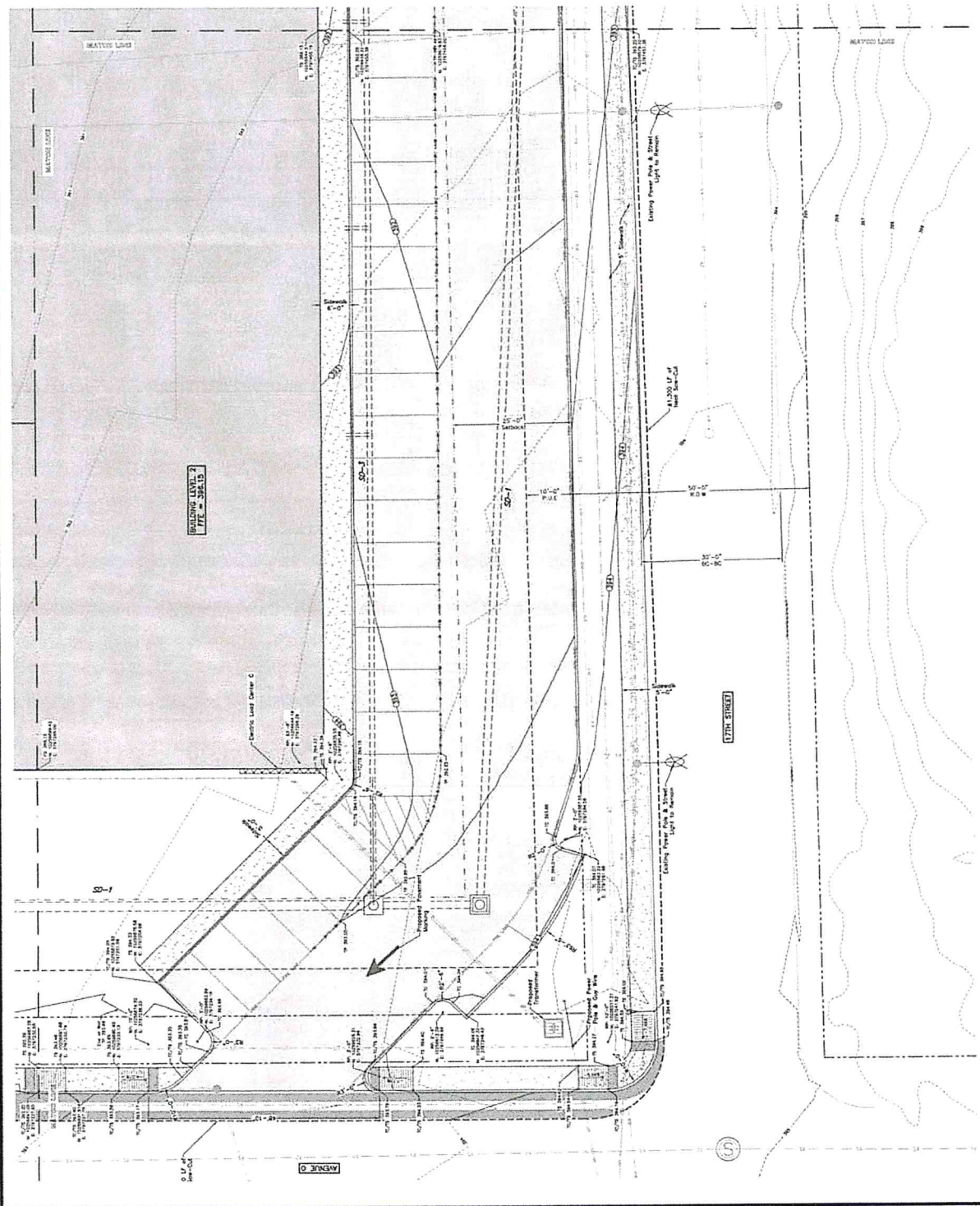
KEY MAP
N
1:50,000

ENGINEERING DEPARTMENT
CITY OF HUNTSVILLE, TX
REVIEWED FOR CONSTRUCTION PERMIT

The undersigned, as Engineer, Architect, or Architectural Designer, has examined the plans and specifications for the above project and has determined that the same conform to the applicable provisions of the City of Huntsville Development Code. This document is not to be construed as a check of any work done in the manufacture, design, or construction of the project, nor does it provide the City, Engineer, Architect, or Architectural Designer with any liability for construction or performance of the project.

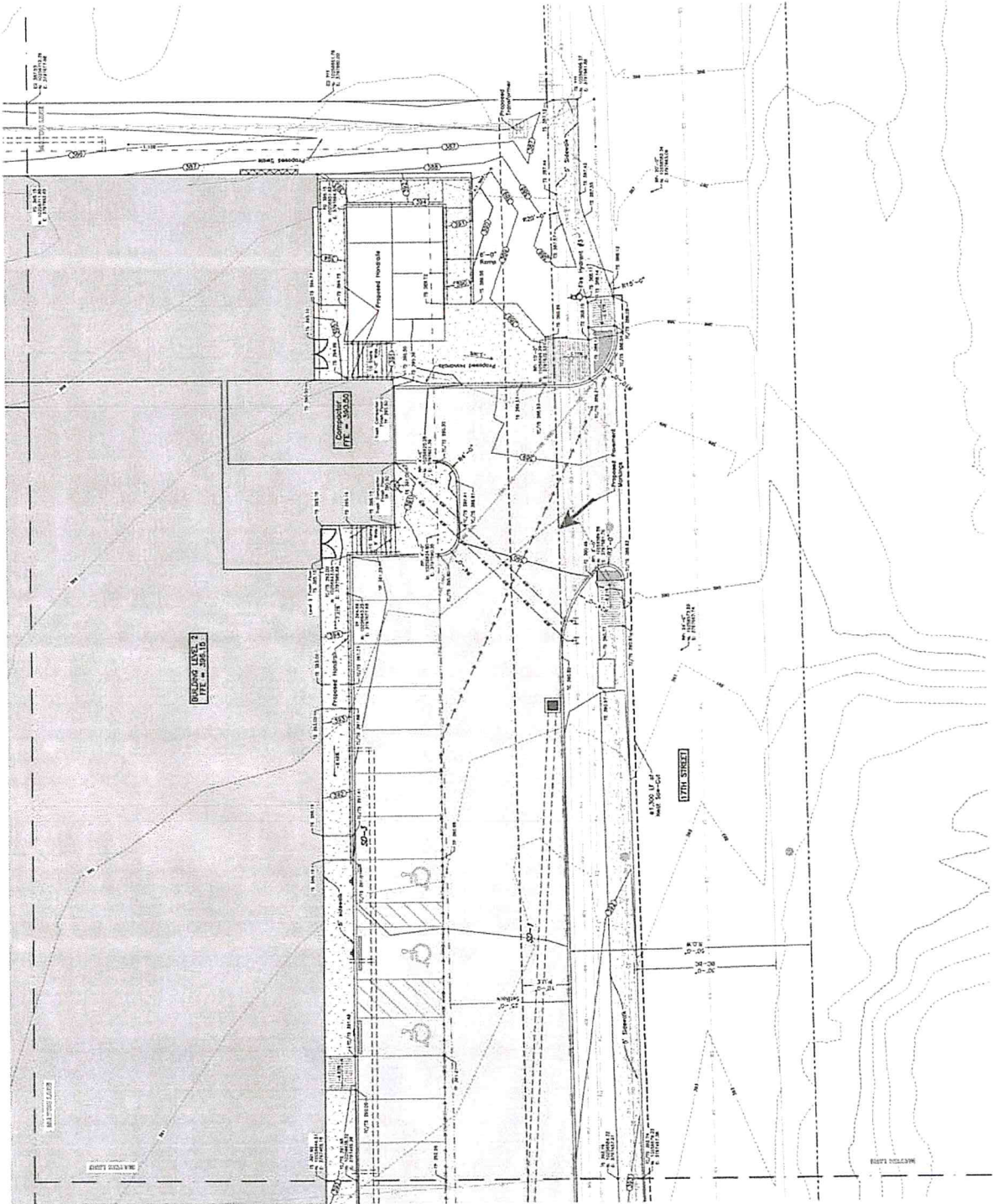
REVIEWED BY:  J. M. [illegible]

PLAN VIEW - QUADRANT 6

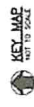


KEY MAP
NOT TO SCALE

ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION PERMIT
This review of the submitted drawings and specifications is limited to the technical aspects of the drawings and specifications and does not constitute a warranty or representation of the accuracy or completeness of the information provided. The City of Huntsville is not responsible for the accuracy or completeness of the information provided. The City of Huntsville is not responsible for the accuracy or completeness of the information provided. The City of Huntsville is not responsible for the accuracy or completeness of the information provided.



PLAN VIEW - QUADRANT 7



REVIEWED BY: J. H. H. / J. H. H.
 DATE: 01/11/2019

ENGINEERING DEPARTMENT
 REVIEWED FOR CONSTRUCTION PERMIT
 The review of this submittal drawing and documents does not constitute a warranty or representation by the Engineer or the City of Huntsville. The Engineer and the City of Huntsville are not responsible for the accuracy or completeness of the information provided by the client or the contractor. The Engineer and the City of Huntsville are not responsible for the accuracy or completeness of the information provided by the client or the contractor. The Engineer and the City of Huntsville are not responsible for the accuracy or completeness of the information provided by the client or the contractor.

C5-3

SHEET NO.

Storm Drain SD-1
Plan & Profile
Epoch Infrastructure Improvements For EPOCH @ Huntsville
Epoch Huntsville LLC, MBESL No. 1000-0344

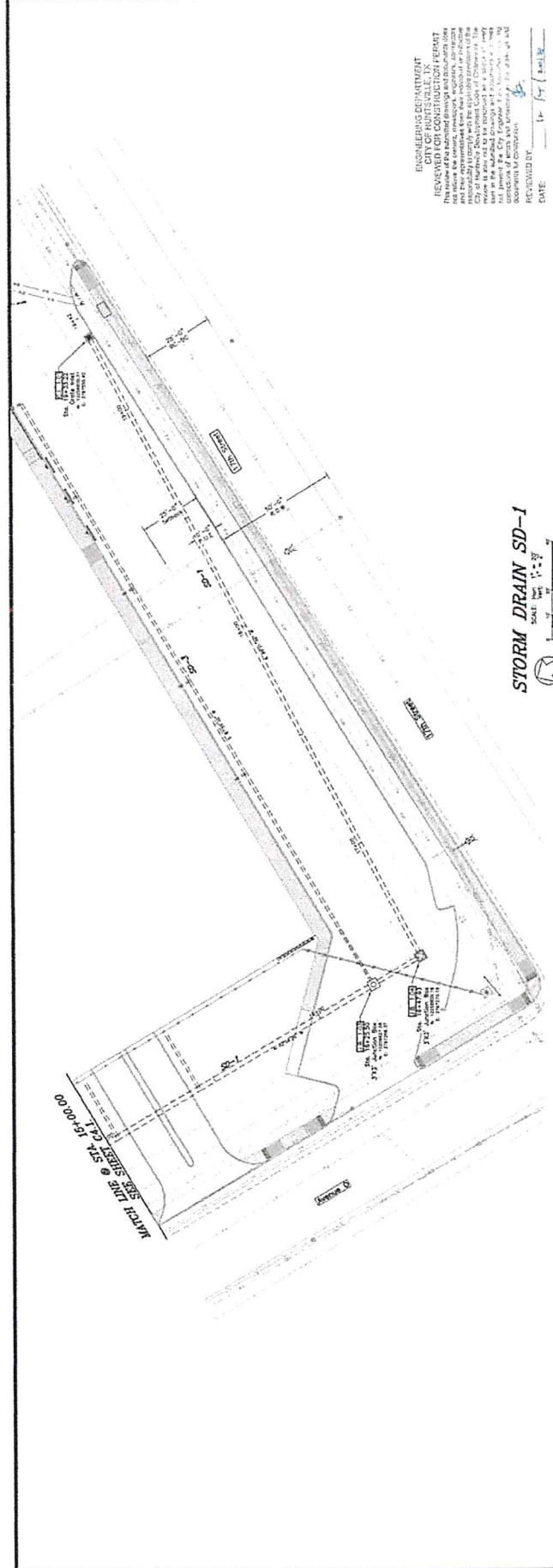
MB
MCDONALD BROS. ENGINEERING
1000 W. HUNTSVILLE, TN 37401
256.261.1111
www.mcdonaldbrose.com

EPOCH
EPOCH INFRASTRUCTURE
1000 W. HUNTSVILLE, TN 37401
256.261.1111
www.epochinfrastructure.com

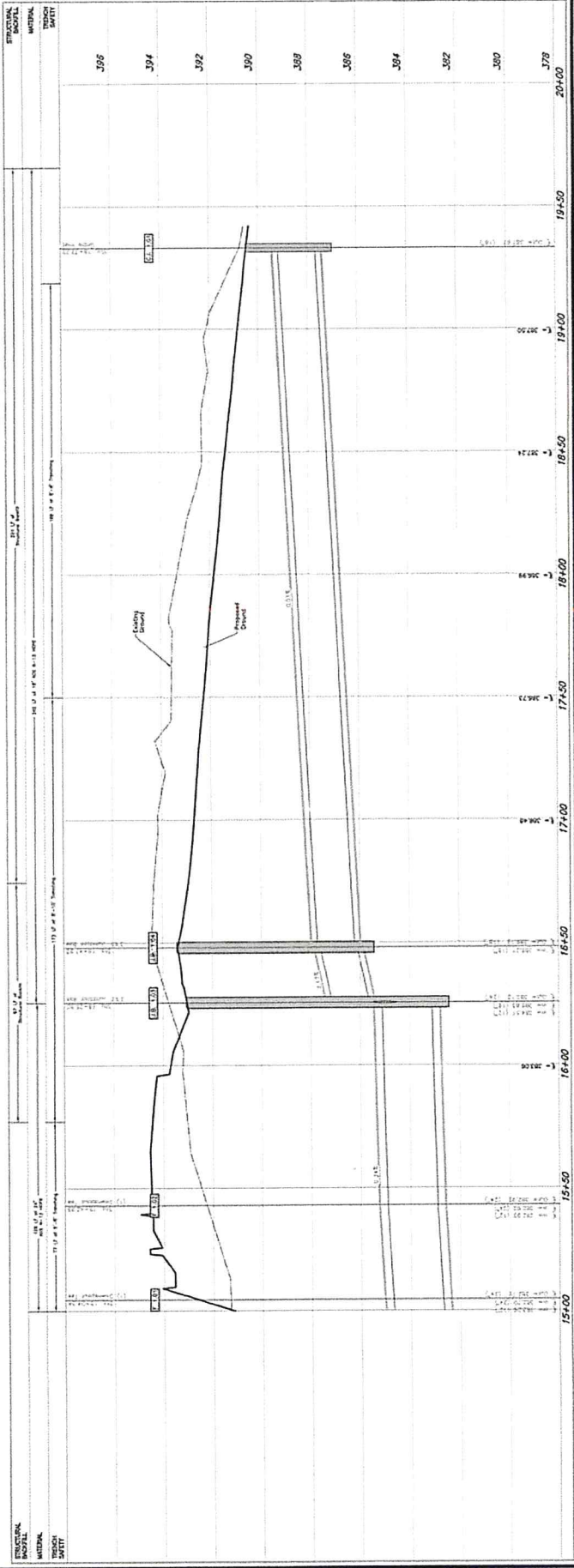
REVISIONS

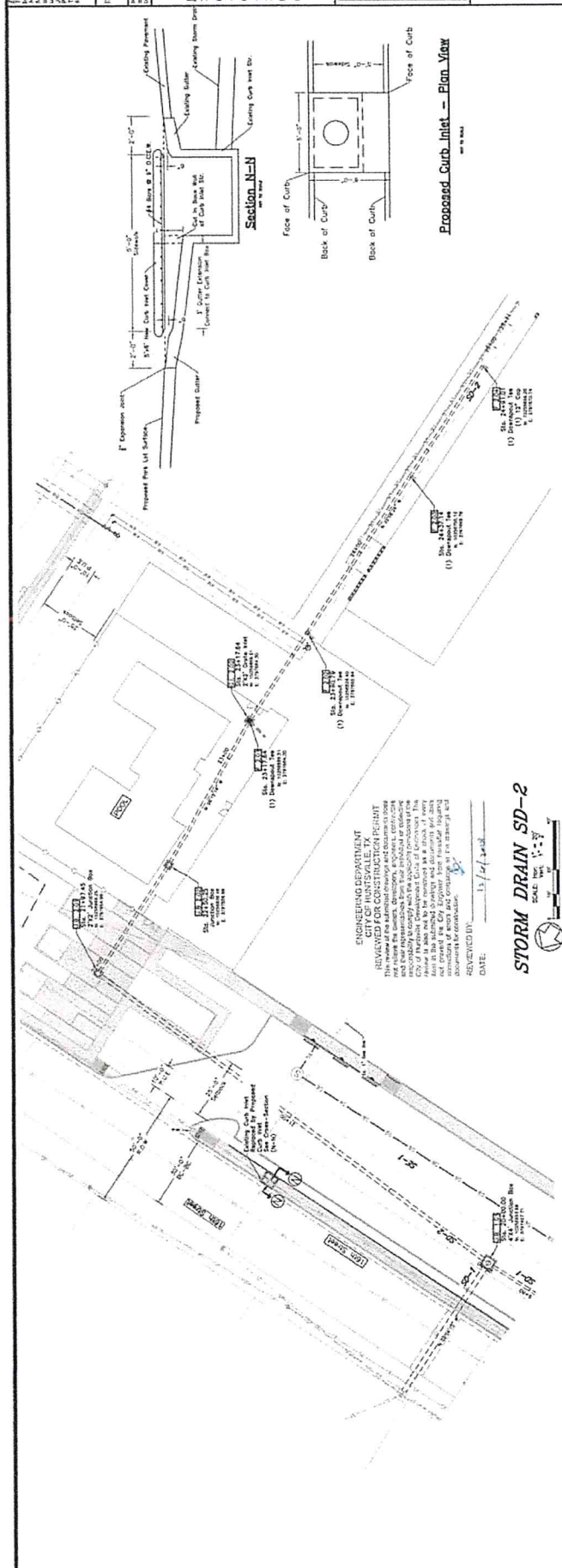
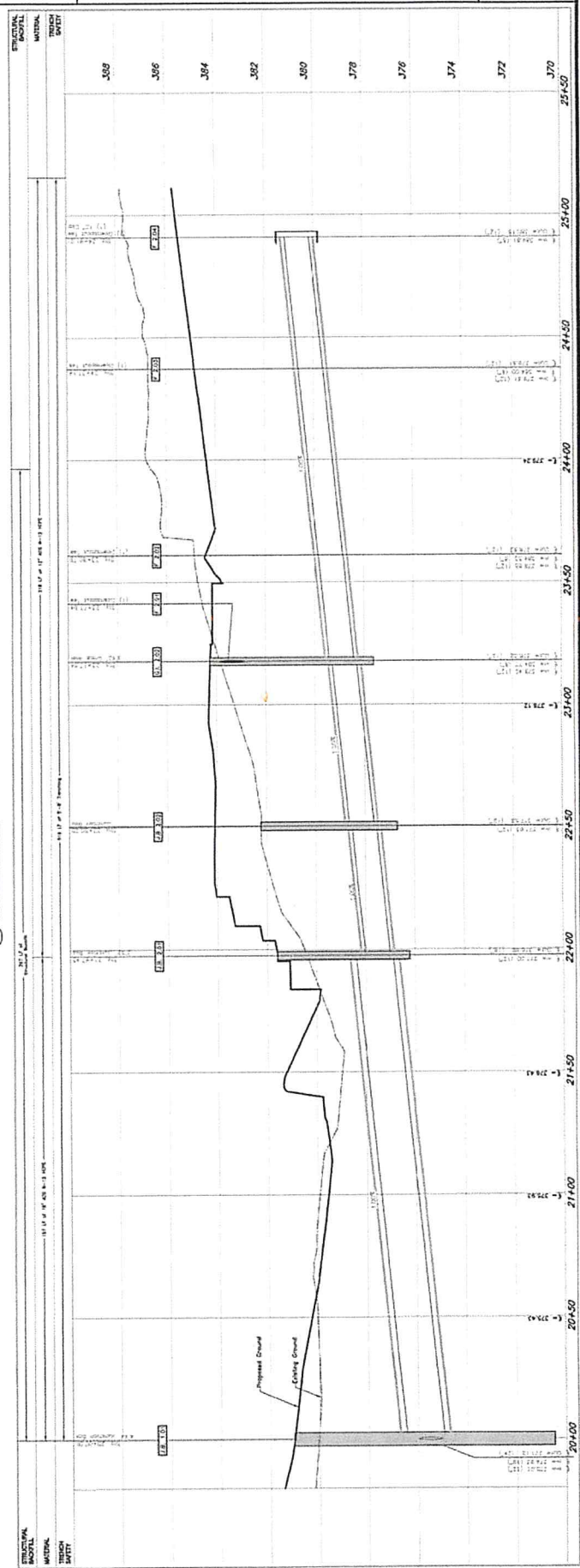
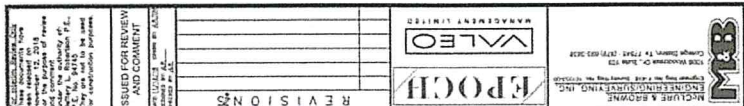
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW AND COMMENT	11/12/2024

ISSUED FOR REVIEW AND COMMENT



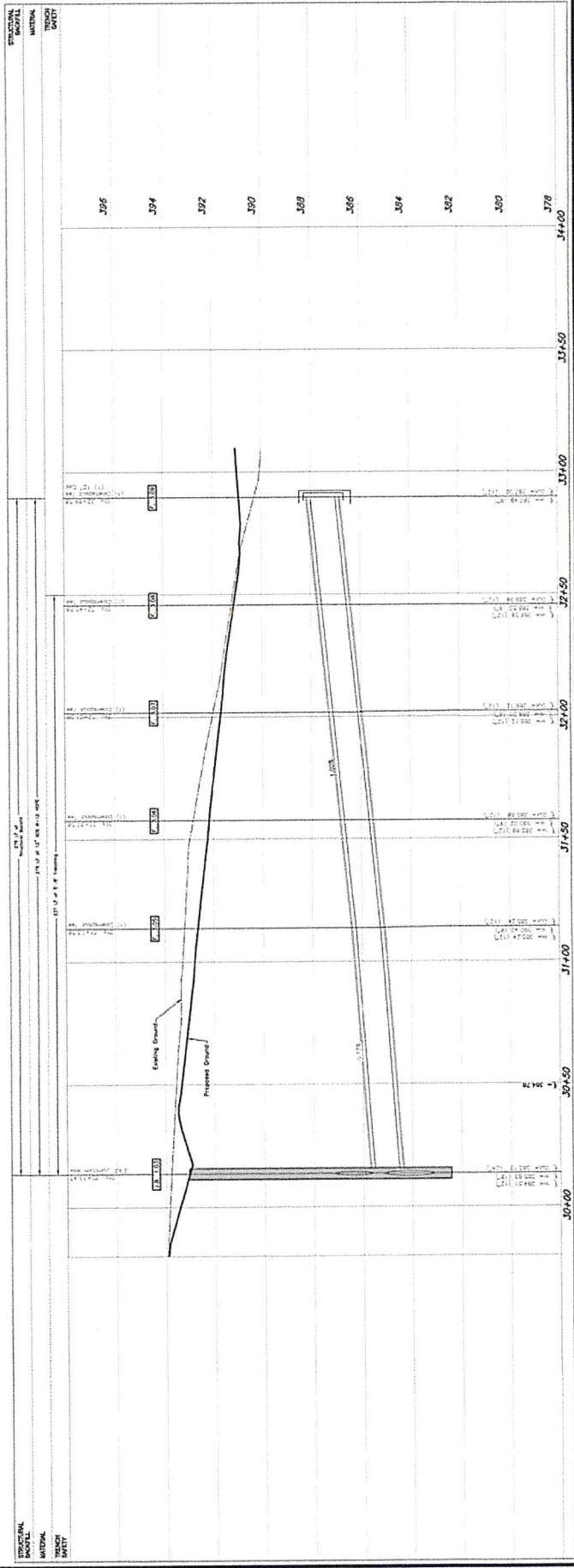
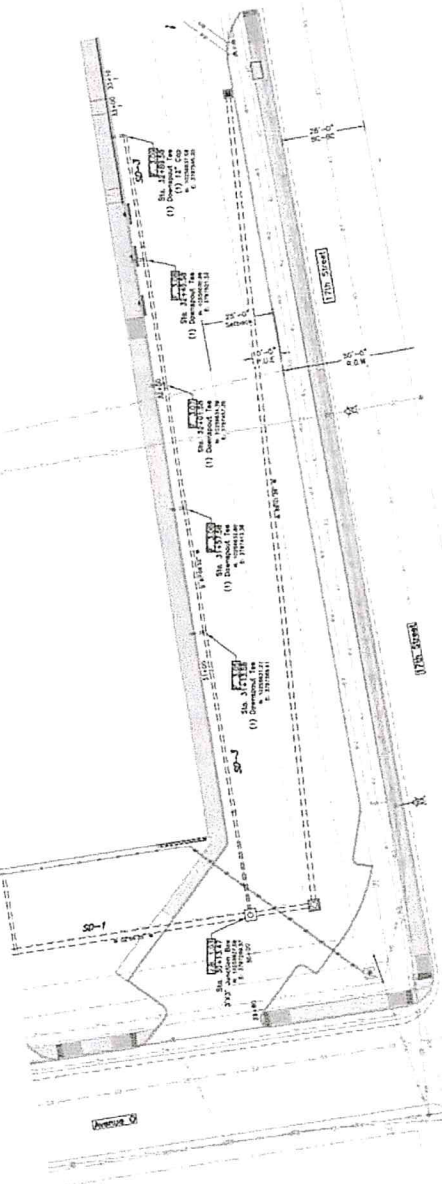
STORM DRAIN SD-1





CITY OF HUNTSVILLE, TX
 DEPARTMENT OF CONSTRUCTION PERMITS

SCALE: Horiz. 1" = 20'
Vert. 1" = 2'



General Construction Notes

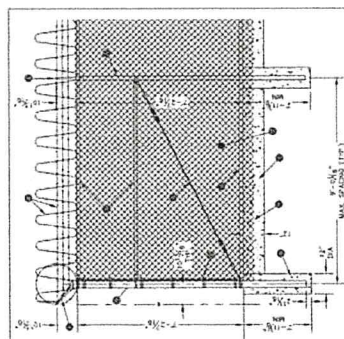
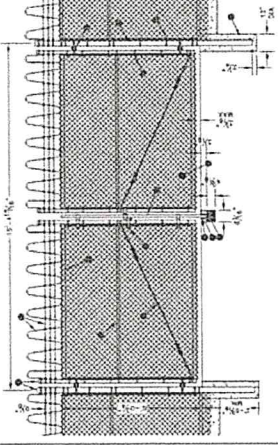
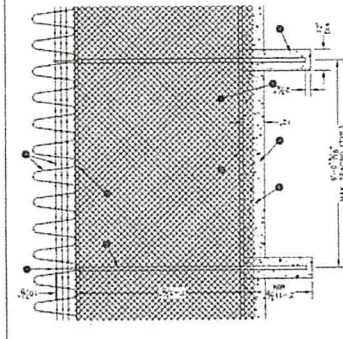
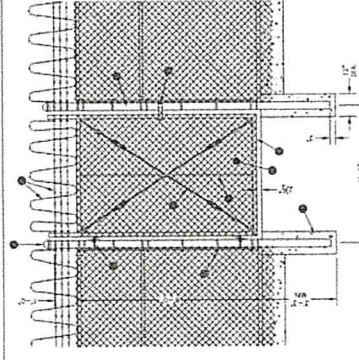
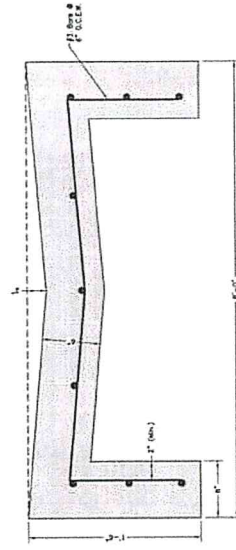
REVIEWED FOR CONSTRUCTION PERMIT
CITY OF HOUSTON

The review of the submitted drawings and documents does not relieve the contractor, architect, engineer, consultant, and their representatives from their individual or collective responsibility to comply with the applicable provisions of the City of Houston Development Code of Ordinances. The review is also not to be construed as a check of engineering or architectural design and construction. The City of Houston does not warrant, represent, or make any other statement of approval and acceptance in the final set of documents for construction.

REVIEWED BY _____
DATE 12/4/2018

PILOT CHANNEL

STY

[illegible]

NOTES:
1 WELD TONGUE AND ASSEMBLY BOLTS TO TENSION BARS AND TENSION
DOSSAGEMENT.
2 CHAIRS ARE PLACED AT 60 CM (2 FT) ONCHANGING BAR SPACING
AND 90 CM (3 FT) ON UNCHANGING BAR SPACING.

FIGURE 7. REINFORCING STEEL DETAIL FOR TYPE 1

I HAVE REVIEWED TOGETHER ALL ASSURANCE RESULTS TO INSURE RANGES AND INSURE RANGES TO MOORE TO PREVENT DANGER.		CITY OF ALBUQUERQUE STANDARDS (AIR)				GHANA VANCE DOBBLE BIRTH DATE	10/11 10/11	GF-03
		DEPARTMENT OF ENVIRONMENT & PLANNING CONSTRUCTION	NAME: CATHY ANN LAMBERT CATEGORY: GENERAL FACILITY ADDRESS: 1000 N. 10TH ST. ALBUQUERQUE, NM 87102 SCALE: 1/4" = 1'-0"	PROJECT NAME: PROJECT NO.: PROJECT DATE: PROJECT LOCATION: PROJECT DESCRIPTION: PROJECT STATUS:	DESIGNER: DATE: SCALE:			

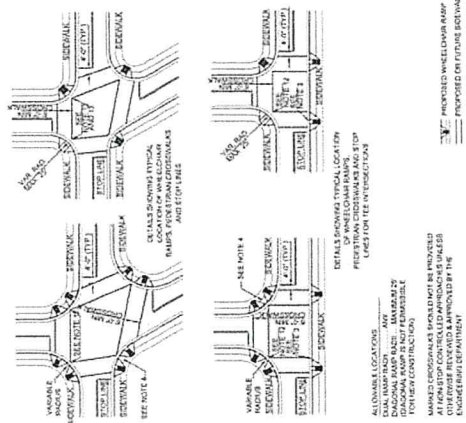
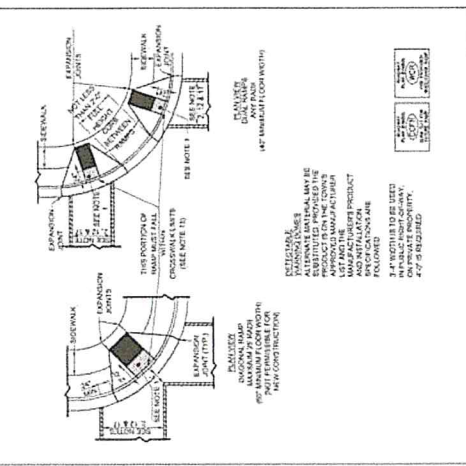
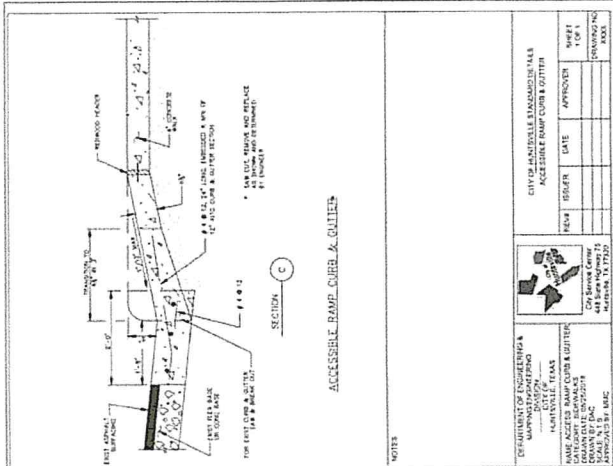
[illegible]

CONTRACT NUMBER: M078R
A TO C FOUR LETTERS
B TWO STEEL TUBE GATE FRAMES
C TWO STEEL TUBE BRACE
D TWO TRUSS ROD WITH JOINT
E TWO PPA CONCRETE
F PORT CAP
G PLUG/LATCH
H WOOD ASSEMBLY BOLTS WITH
I BGA GALVANIZED CHANNEL

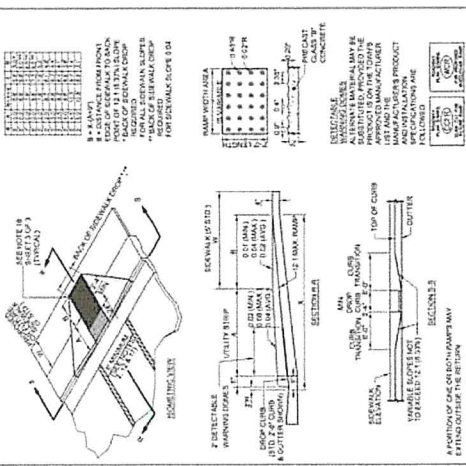
CONSTRUCTION KEY NOTES:

- A. 1" O.D. PIPE (2.37 I.D. FT.)
- B. 2" O.D. PIPE (3.65 I.D. FT.)
- C. 2 GA. COILED SPRING TENSION WIRE
- D. 2000 PSI CONCRETE
- E. 9 GA. GALVANIZED 2" CHAIN LINK FABRIC
- F. 6' DIA. TYPED 24" C/W/ 16" RINGS OF
- G. 1" CONCRETE HEADS/CLAMP POLYMER
- H. 1/4" POST BARBED WIRE 40# (40')

[illegible][illegible]

[illegible][illegible]

DEPARTMENT OF INTERIOR DIVISION OF LAND MANAGEMENT		MONTVILLE, TEXAS 75057	CIVIL ENGINEERING STANDARDS YEAR ACCESSIBLE RAMP CURB & GUTTER
NAME ACCESS RAMP CURB & GUTTER	CALIFORNIA, BIRMINGHAM DENVER, CO DENVER BY DAC	MONTVILLE, TEXAS 75057	CIVIL ENGINEERING STANDARDS YEAR ACCESSIBLE RAMP CURB & GUTTER
DATE	ISSUED	APPROVED	SHEET 1 OF 1
CITY	STATE	COUNTY	PROJECT NO.
PROJECT NO.	DRAWING NO.	SHEET NO.	TOTAL SHEETS

[illegible][illegible]

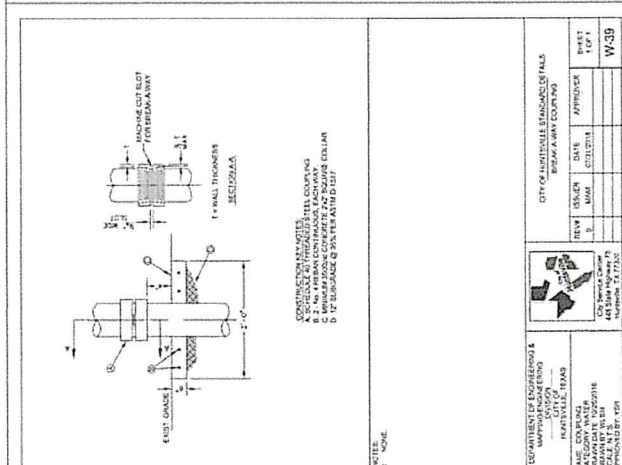
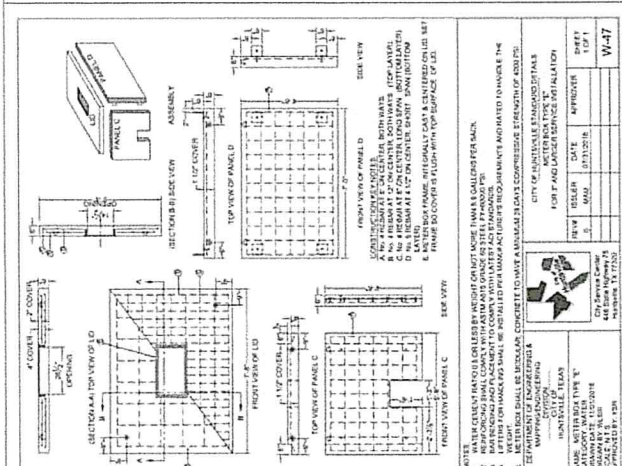
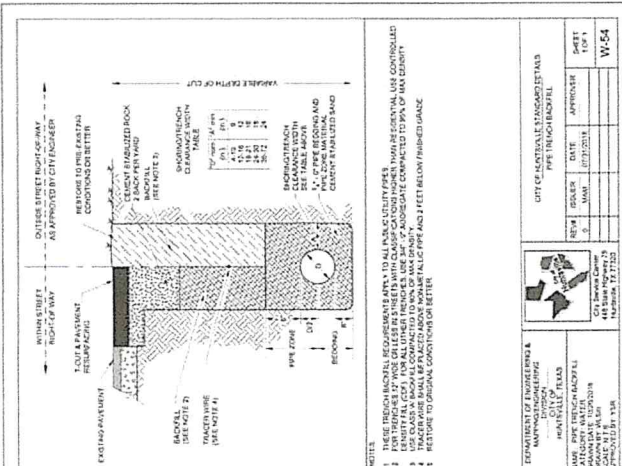
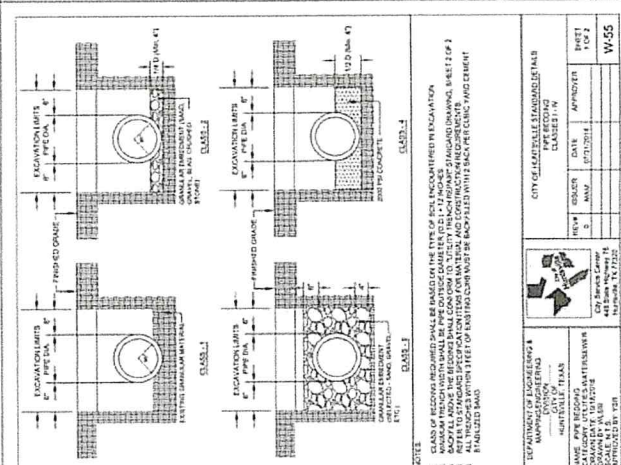
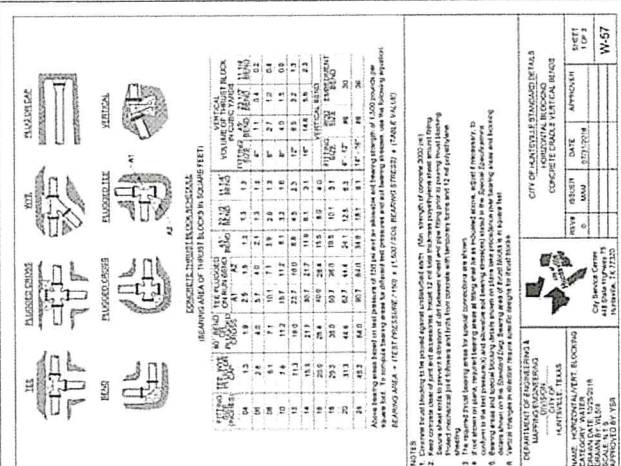
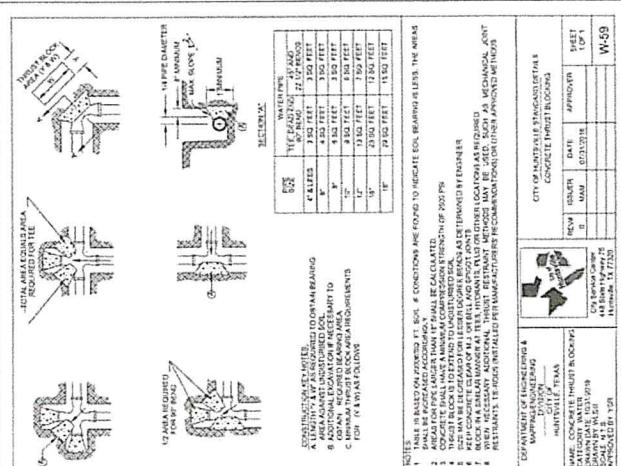
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT DIVISION OF AFFORDABLE HOUSING 440 SOUTH 1ST STREET MIAMI, FL 33130		CITY OF MIAMI DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT DIVISION OF AFFORDABLE HOUSING				DATE 01/11/2011
		NAME: WILSON, JAMES ADDRESS: 11111 SW 111TH AVE MIAMI, FL 33176	REV# 1	ISSUED 01/11/2011	APPROVED 01/11/2011	SIGNED 01/11/2011

Waterline Construction Notes

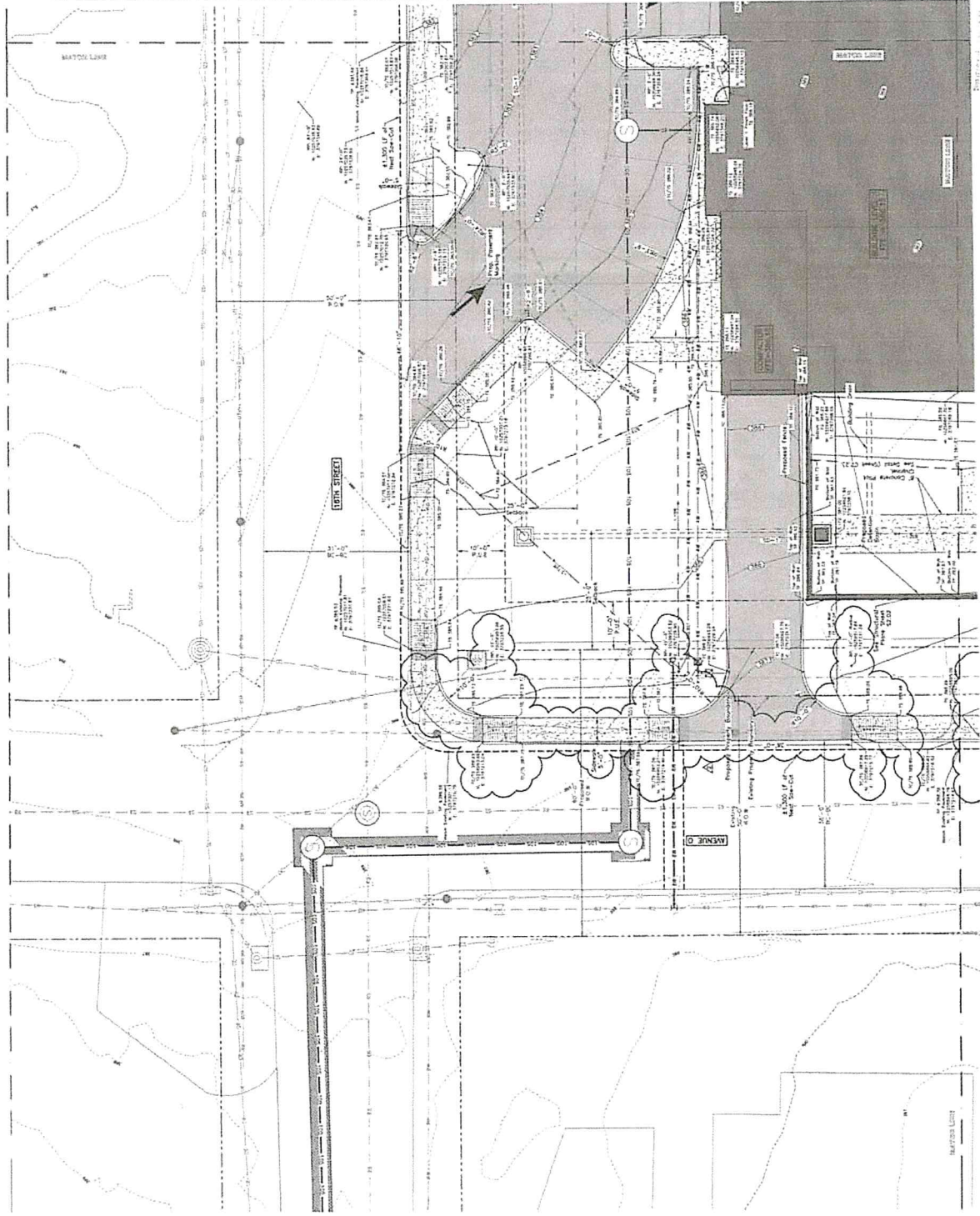
McCLURE & BROWN
ENGINEERS ARCHITECTS INTERIORS
20000 Highway 101, Suite 200, Irvine, CA 92618
Tel: 949/261-1111 Fax: 949/261-1112

VALTECH
MANAGEMENT LIMITED

[illegible][illegible][illegible][illegible][illegible][illegible]



 **KEY MAP**
NOT TO SCALE



Epoch Huntsville LLC, MBESI No. 1000-0344

RECEIVED THE FIRST AID
ONLY

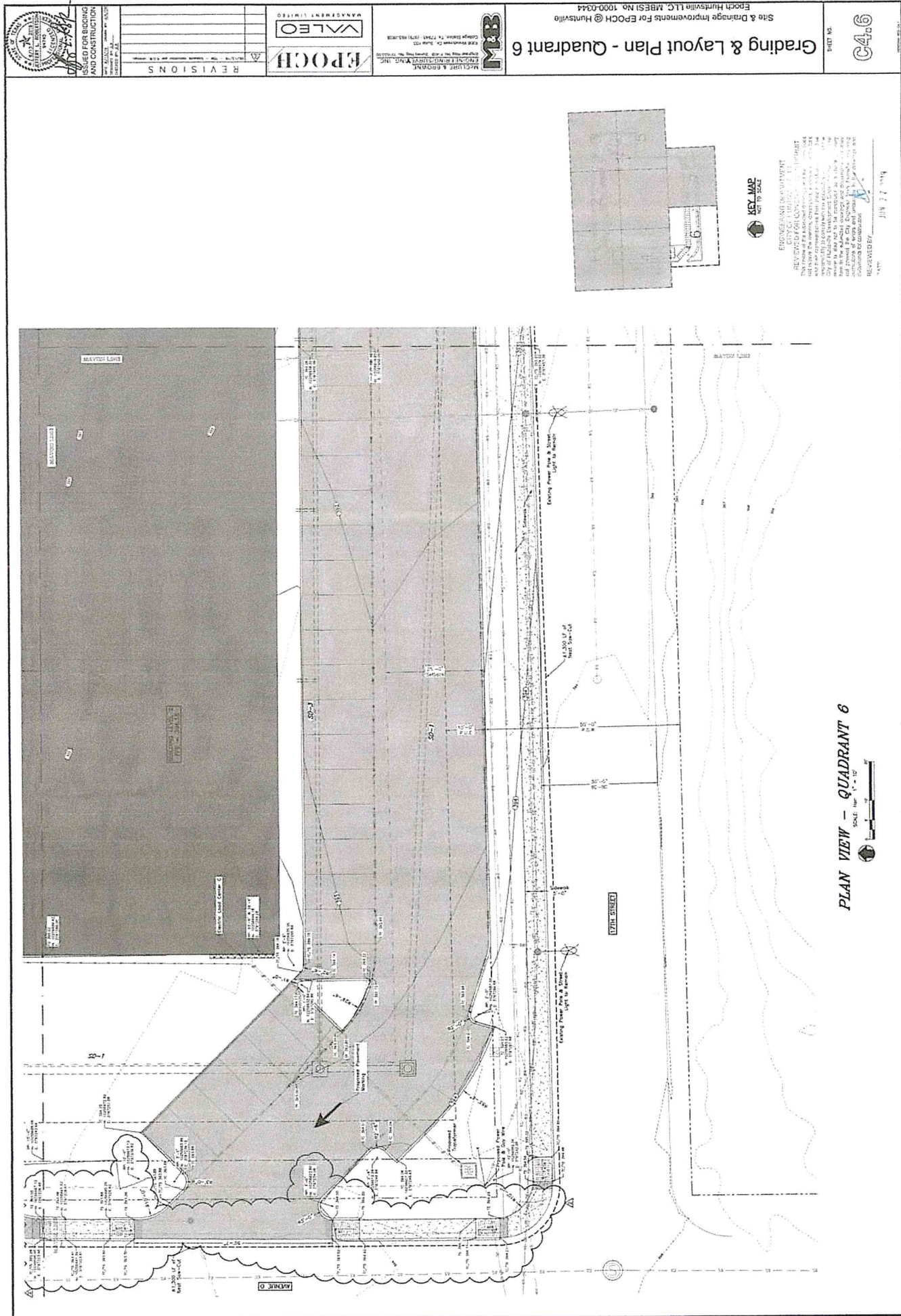
EPPOCH

[illegible]

ISSUED FOR BIDDING
AND CONSTRUCTION

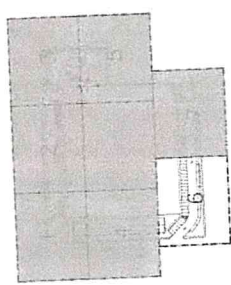
2000

 KEY MAP
NOT IN SCALE



ENGINEER AND ARCHITECT
REVIEWED FOR CONSTRUCTION
This drawing was prepared and checked by the engineer and architect and is to be used for construction purposes only. It is not to be used for any other purpose without the written consent of the engineer and architect. The engineer and architect are not responsible for any errors or omissions in this drawing or for any consequences arising from its use. The engineer and architect are not responsible for any conditions or circumstances that may arise from the use of this drawing. The engineer and architect are not responsible for any conditions or circumstances that may arise from the use of this drawing.

KEY MAP
NOT TO SCALE



Grading & Layout Plan - Quadrant 6
Site & Drainage Improvements For EPOCH @ Huntsville
Epoch Huntsville LLC, MBESI No. 1000-0344

MB
McBride & Associates, Inc.
1000 Woodland Dr., Suite 100
Huntsville, AL 35894
(256) 833-1111

EPOCH
MANAGEMENT LIMITED

REVISIONS

APPROVED FOR RECORDING AND CONSTRUCTION
DATE: 10/12/11
BY: [Signature]
PROJECT: EPOCH @ HUNTSVILLE
SHEET: 6 OF 12

Exhibit C

PI Agreement Engineers Opinion of Cost

Epoch Huntsville PD#2017-04-08

Engineer's Opinion of Probable Construction Costs

Epoch, Huntsville, Texas

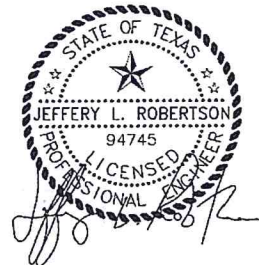
MBESI No. 1000-0344

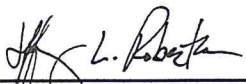
March 5, 2021

Public Improvements Only

Item #	Description	Unit	Quantity	Unit Price	Total
1.00 Pavement Improvements					
1.01	Traffic Control	LS	1	\$17,500.00	\$17,500.00
1.02	6" Cement Stabilized Sand Base	SY	1,838	\$16.00	\$29,404.44
1.03	2" HMAC Pavement (Removal of Existing Subsidiary to this Item)	SY	1,838	\$18.00	\$33,080.00
1.04	Concrete Curb and Gutter (all types)	LF	1,114	\$13.00	\$14,482.00
1.05	4" Concrete Sidewalk	SF	5,865	\$4.00	\$23,460.00
1.06	Sidewalk Ramp	EA	16	\$900.00	\$14,400.00
Pavement Subtotal:					\$132,326.44
2.00 Sewer System Improvements					
2.01	10" ASTM D3034, SDR35, PVC Sewer Line	LF	1,594	\$25.00	\$39,850.00
2.02	10" ASTM D2241, SDR26, PVC Sewer Line	LF	60	\$35.00	\$2,100.00
2.03	Trenching and Structural Backfill (5'-8' Depth)	LF	633	\$20.00	\$12,660.00
2.04	Trenching and Structural Backfill (8'-10' Depth)	LF	247	\$32.00	\$7,904.00
2.05	Trenching and Structural Backfill (10'-12' Depth)	LF	174	\$45.00	\$7,830.00
2.06	Trenching and Structural Backfill (12'-14' Depth)	LF	150	\$60.00	\$9,000.00
2.07	Trenching and Structural Backfill (14'-16' Depth)	LF	450	\$75.00	\$33,750.00
2.08	4' Dia. Manhole, 0-6 ft. deep w/Std. Ring & Cover and Manhole Lining	EA	7	\$4,000.00	\$28,000.00
2.09	4' Dia. Manhole Additional Depth	VF	15	\$250.00	\$3,750.00
2.10	Connect to Exist. Manhole	EA	1	\$1,000.00	\$1,000.00
Sewer System Subtotal:					\$145,844.00
ESTIMATED COST OF PUBLIC IMPROVEMENTS:				\$278,170.44	
Inspection Fee (3%):				\$8,345.11	

The above project estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time for the work shown. Private infrastructure costs (i.e. phone, CATV, Electrical, etc.) are not included in this estimate and should be determined/obtained by the developer. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. If the project is constructed in phases, the cost or amount for some items may increase. During construction, additional features may become apparent as the work progresses, which may result in an increase or decrease in the project cost.




Jeffery L. Robertson, P.E.

Date: 03-05-2021

McClure & Browne Engineering/Surveying, Inc.
Firm Reg. No. F-458



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2021

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

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

PRODUCER Marsh & McLennan Agency LLC 3625 N. Elm Street Suite 200 Greensboro NC 27455	CONTACT NAME: Alex Schafer	
	PHONE (A/C, No, Ext): 336-272-7161	FAX (A/C, No):
INSURED VCON, LLC 1001 Morehead Square Drive Suite 320 Charlotte NC 28203	E-MAIL ADDRESS: certificates@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mt Hawley Insurance Company	
	INSURER B: Travelers Indemnity Company	
	INSURER C: Travelers Indemnity Co of America	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 104071196

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Project Specific			MGL0191819	5/18/2021	8/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4R781122	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			MXL0428119	5/18/2021	8/9/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4R780205	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City Project ID: PD2017-04-08
Project Title Description: EPOCH Huntsville
Project Location: 1401 16th Street, Huntsville, TX 77340

The City of Huntsville is included as an Additional Insured under the Commercial General Liability and Automobile Liability policies per the policy provisions. The Commercial General Liability and Automobile Liability and Workers Compensation/Employers' Liability policies include a Waiver of Subrogation in favor of the City of Huntsville per policy provisions.

CERTIFICATE HOLDER

CANCELLATION 30 Days except for non-payment

City of Huntsville c/o Project Manager or City Engineer 1212 Ave M Huntsville TX 77340	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PERFORMANCE BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
 COUNTY OF Walker §

That we, EPOCH Huntsville Tenant, LLC [Contractor], as Principal herein, and Endurance Assurance Corporation [Surety], a corporation organized and existing under the laws of the State of Delaware and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of Huntsville, Texas**, located in Walker County, Texas, Obligee herein, in the sum of Two Hundred Seventy Eight Thousand One Hundred Seventy and 44/100 Dollars (\$ 278,170.44) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the 17th day of June, 2021, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: EPOCH Huntsville, PD #2017-04-08.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within ten (10) calendar days from receipt of Obligee's notice of Principal's default, commence and thereafter complete performance of Contractor's obligations under the Contract. Surety acknowledges that its obligations under this bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Principal by the Obligee. Surety further acknowledges and agrees that Surety shall obtain the Obligee's approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Principal or otherwise honor the obligations under this Bond.

This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

The ~~Resident~~ Agent of the Surety in Wake County, ~~Texas~~, for delivery
Non-Resident **North Carolina**

Name: Marsh & McLennan Agency, LLC
Street: 2301 Sugar Bush Road, Suite 600
City, State, ZIP: Raleigh, NC 27612

of notice and service of the process is: Marsh & McLennan Agency, LLC - Jennifer Underhill

For additional information on the above named Surety Company you may contact the Texas Department of Insurance at (800)578-4677.

[SIGNATURE PAGES TO FOLLOW]

NOTE: Performance Bond shall not be prior to the date **of Contract**. If Resident Agent is not a corporation, give a person's name.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this 29th day of June, 20 21.

(Print Name) EPOCH Huntsville Tenant, LLC

PRINCIPAL

ATTEST:

Elana Jollie
(Principal) Secretary

Print Name: Elana Jollie

(S E A L)

Emily Rollins
Witness as to Principal

Print Name: Emily Rollins

By: [Signature]

Name: Michael Rollins

Title: manager of the manager of the sole member of the principal

Address: 4201 Congress St Suite 245, Charlotte, NC 28209

Telephone Number: 302 893 0413

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Endurance Assurance Corporation

SURETY

ATTEST:

Anne Baker
Secretary

Print Name: Anne Baker

(S E A L)

[Signature]
Witness as to Surety
Print Name: James P. Lowrey

By: Jennifer Underhill

Name: Jennifer Underhill
Attorney in Fact

Address: Marsh & McLennan Agency
2301 Sugar Bush Road, Suite 600
Raleigh, NC 27612

Telephone Number: 919-719-9570

Approved as to Form:

City of Huntsville, Texas

By: _____

Title: _____

Date: _____

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

The ~~Resident~~ Agent of the Surety in Wake County, ~~Texas~~, for delivery
Non-Resident **North Carolina**

Name: Marsh & McLennan Agency, LLC
Street: 2301 Sugar Bush Road, Suite 600
City, State, ZIP: Raleigh, NC 27612

of notice and service of the process is: Marsh & McLennan Agency, LLC - Jennifer Underhill

For additional information on the above named Surety Company you may contact the Texas Department of Insurance at (800)578-4677.

[SIGNATURE PAGES TO FOLLOW]

NOTE: Payment Bond shall not be prior to the date **of Contract**. If Resident Agent is not a corporation, give a person's name.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this 29th day of June, 2021.

(Print Name) EPOCH Huntsville Tenant, LLC

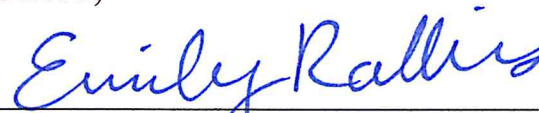
PRINCIPAL

ATTEST:

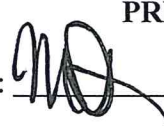

(Principal) Secretary

Print Name: Elana Jollie

(S E A L)


Witness as to Principal

Print Name: Emily Rollins

By: 

Name: Michael Rollins

Title: managed of the manager of the
sole member of the principal

Address: 4201 Congress St. Suite
245, Charlotte, NC 28209

Telephone Number: 302-893-0413

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Endurance Assurance Corporation

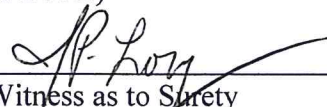
SURETY

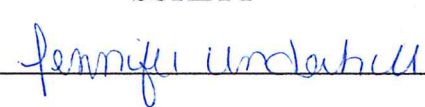
ATTEST:


Secretary

Print Name: Anne Baker

(S E A L)


Witness as to Surety
Print Name: James P. Lowrey

By: 

Name: Jennifer Underhill
Attorney in Fact

Address: Marsh & McLennan Agency
2301 Sugar Bush Road, Suite 600
Raleigh, NC 27612

Telephone Number: 919-719-9570

Approved as to Form:

City of Huntsville

By: _____

Title: _____

Date: _____



POWER OF ATTORNEY

3251

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James P. Lowrey, Jennifer Underhill, Jennifer Taylor, Rose Magee, Michele Wood**.

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TWENTY MILLION Dollars (\$20,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of June, 2021.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CORPORATE RESOLUTION OF EPOCH HUNTSVILLE TENANT, LLC

Adopted on **January 27, 2026**

WHEREAS, Epoch Huntsville Tenant, LLC (the “Company”) is the owner of certain real property located in Walker County, Texas, described as Lot 1-R, Block 110 of the Final Plat of Epoch Huntsville, LLC, containing 4.621 acres situated in the P. Gray League, A-24, City of Huntsville, Walker County, Texas; and

WHEREAS, the Company desires to terminate the Public Improvement Agreement dated June 27, 2021 with the City of Huntsville, Texas and execute a Mutual Release and Termination Agreement;

NOW, THEREFORE, BE IT RESOLVED that:

1. Authorization

Michael Rollins, Member, is hereby authorized and directed to execute and deliver on behalf of the Company the Mutual Release and Termination Agreement and any related documents necessary to effectuate the termination of the Public Improvement Agreement and release of the Performance Bond.

2. Ratification

All actions taken by the Authorized Person prior to the adoption of this Resolution in connection with the foregoing are hereby ratified and approved.

3. Effective Date

This Resolution shall be effective as of the date first written above.

IN WITNESS WHEREOF, the undersigned, being all the members/managers of Epoch Huntsville Tenant, LLC, have executed this Resolution as of **January 27, 2026**.

Name:

Title:

Name:

Title:



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for EPOCH HUNTSVILLE TENANT, LLC (file number 803197790), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on December 28, 2018.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on December 09, 2025.



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 2.c.

Agenda Item: First Reading - Consider authorizing the City Manager to award a purchasing contract for the rehabilitation of the Two Million Gallon Elevated Storage Tank located at the Palm Street Water Plant.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to waive the two-reading requirement and authorize the City Manager to award a purchasing contract to O&J Coating Inc., for the rehabilitation of the Two Million Gallon Elevated Storage Tank located at the Palm Street Water Plant.

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 Two Million Gallon Elevated Storage Tank (EST) is an above ground potable water storage tank located at the Palm Street Water Plant. A complete blast and repaint was performed on this tank in 2008 and the current coating has reached the end of its life. The maintenance of the 2 MG EST will ensure longer tank life, better appearance of the facility and is a critical part of the Water Production process. The planned scope of work to the ground storage tank includes complete exterior and interior sandblast cleaning and repainting of the tank with a three-coat finish. The blasting and repainting of the storage tank will require containment. During the repainting, a tent-like cover will be draped around the tank to protect the surrounding area as sanding and painting is completed. Other work includes the replacement of the condensation catch pan, updated Sam Houston State University logo, updated Huntsville Hornet logo and the City of Huntsville logo. City staff utilized sealed bid proposals for rehabilitation to the Palm Street 2MG Elevated Storage Tank to achieve optimal results at a competitive price. Multiple vendors were invited to bid, along with the invitation to bid being advertised as required. A mandatory site visit was conducted on December 9, 2025 and four bids were received and opened on December 18, 2025. Staff have checked references for O&J Coatings INC. and recommends approving them to provide the necessary services, as outlined within the quote, for \$897,300.00.

Previous Council Action: The funds for this project were approved by the council in the adoption of the FY 25-26 budget on 10-7-2025. The previous rehab for the Two Million Gallon Elevated Storage Tank was last approved by the council in the 2006/2007 budget.

Financial Implications: This item is budgeted in 220-361-55070 in the amount of \$2,000,000.00.

Approvals:

Kim Kembro
Ricardo Villagrand
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Bid No. 26-06 Palm Street 2MG Hydropillar Rehab

Bid Tabulation

Project Name: NO. 26-06 Palm Street ZMG Hydropillar Rehabilitation

Location: 448 State Hwy 75N Huntsville, TX 77320

Date: Thursday, December 18, 2025 Time: 2:00 P.M.



ITEM	QTY	UNIT	DESCRIPTION	M.K. Painting, Inc			Dixie Painting & Sandblasting, Inc			O&J Coatings Inc			Maguire Iron, Inc		
				UNIT PRICE		TOTAL PRICE	UNIT PRICE		TOTAL PRICE	UNIT PRICE		TOTAL PRICE	UNIT PRICE		TOTAL PRICE
1	1	LUMP SUM	MOBILIZATION, to include, but not limited to, securing bonds and insurance, establishment and removal of any necessary project facilities, movement of personnel, movement of equipment & supplies, cleanup of project site, and all other project incidentals necessary to complete the project in accordance with the photos and specifications:	\$ 10,000.00		\$ 10,000.00	\$ 39,000.00		\$ 39,000.00	\$ 30,000.00		\$ 30,000.00	\$ 50,000.00		\$ 50,000.00
2	1	LUMP SUM	EXTERIOR SURFACE REHABILITATION, to include surface preparation and blasting (commercial blast), application of exterior prime, intermediate, and final coats including testing and cleanup of a ZMG steel tank exterior, complete, in accordance with the specifications:	\$ 750,000.00	Blast	\$ 750,000.00	\$ 440,476.00	Blast	\$ 440,476.00	\$ 400,000.00	Blast	\$ 400,000.00	\$ 850,000.00	Blast	\$ 850,000.00
							No Bid	Powerjet	No Bid	No Bid	Powerjet	No Bid	\$ 660,000.00	Powerjet	\$ -
3	1	LUMP SUM	INTERIOR SURFACE REHABILITATION, to include surface preparation and blasting (Near-White Blast). Application of interior prime, stripe and final coats including testing and cleanup of a ZMG steel tank, interior, complete, in accordance with the specifications:	\$ 800,000.00	Blast	\$ 800,000.00	\$ 410,000.00	Blast	\$ 410,000.00	\$ 400,000.00	Blast	\$ 400,000.00	\$ 500,000.00	Blast	\$ 500,000.00
							No Bid	Powerjet	No Bid	No Bid	Powerjet	#VALUE!	\$ 403,000.00	Powerjet	\$ -
4	1	LUMP SUM	INTERIOR SURFACE REHABILITATION, to include surface preparation and blasting except 1 st floor – this floor will need to pressure washed and painted (Near-White Blast). Application of interior prime, stripe and final coats including testing and cleanup of a ZMG steel tank, interior, complete, in accordance with the specifications:	\$ 785,000.00		\$ 785,000.00	\$ 350,000.00	Blast	\$ 350,000.00	\$ 300,000.00	Blast	\$ 300,000.00	\$ 375,000.00	Blast	\$ 375,000.00
							\$ 5,000.00	Powerjet	\$ 5,000.00	\$ 200,000.00	Powerjet	\$ 200,000.00	\$ 275,000.00	Powerjet	\$ -
5	250	EACH	PIT FILLINGS MORE THAN 1/8" DEEP REPAIRED BY WELDING, in accordance with the specifications, only field approved quantities paid:	\$ 10.00		\$ 2,500.00	\$ 10.00		\$ 2,500.00	\$ 20.00		\$ 5,000.00	\$ 40.00		\$ 10,000.00
6	10	EACH	FURNISH AND INSTALL NEW 8" X 20LF C-CHANNEL RAFTER, complete, to include removal and disposal of the existing rafter, in accordance with photos:	\$ 3,000.00		\$ 30,000.00	\$ 3,000.00		\$ 30,000.00	\$ 3,000.00		\$ 30,000.00	\$ 3,500.00		\$ 35,000.00
7	3	EACH	CONFINED SPACE ENTRY PLACARDS, furnish and install, in accordance with project plans and specifications:	\$ 150.00		\$ 450.00	\$ 25.00		\$ 75.00	\$ 100.00		\$ 300.00	\$ 500.00		\$ 1,500.00
8	1	LUMP SUM	DISINFECTION OF TANK INTERIOR, complete, in accordance with TECQ requirements, photos and specifications:	\$ 2,500.00		\$ 2,500.00	\$ 1,500.00		\$ 1,500.00	\$ 2,000.00		\$ 2,000.00	\$ 2,500.00		\$ 2,500.00
9	1	EACH	Replacement of condensation catch pan	\$ 30,000.00		\$ 30,000.00	\$ 35,000.00		\$ 35,000.00	\$ 30,000.00		\$ 30,000.00	\$ 10,000.00		\$ 10,000.00
10			List any alternates and descriptions	\$ -		\$ -	No Bid		No Bid	N/A		N/A	N/A		N/A
TOTAL BID				\$		1,625,450.00	\$		1,313,551.00	\$		1,197,300.00	\$		1,834,000.00
Number of days from competition from date of Purchase Order						120 days			90 days			90 days			90 days



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 2.d.

Agenda Item: First Reading - Consider adopting Ordinance No. 2026-01, Amending Chapter 6, Alcoholic Beverages of the Code of Ordinances.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: First Reading no action necessary, however if the council chooses to waive the two reading requirements the motion would be: the motion would be: Move to adopt Ordinance No. 2026-01, Amending Chapter 6, Alcoholic Beverages of the Code of Ordinances.

Strategic Initiative:

Discussion: S.B. 1008 was passed in the 89th Legislative Session, and as a result, the fees the City can collect for liquor licenses and permits have been significantly reduced, while also increasing the staff time required to manage them. Ultimately, S.B. 1008 is a preemption of fees by a city that are otherwise permitted under the Alcoholic Beverage Code for certain businesses that have already paid a fee to operate to DSHS, the county, or a public health district. The amendment regarding fees permitted under the Alcoholic Beverage Code, as included in S.B. 1008, can be found in Section 437.01235 of the Health and Safety Code.

Sec. 437.01235. FEES FOR PREMISES WITH ALCOHOLIC BEVERAGE PERMIT OR LICENSE.

Notwithstanding any other law, a county, municipality, or public health district, including an authorized agent, employee, or department, may not charge a fee under Section 11.38 or 61.36, Alcoholic Beverage Code, if the premises is a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has already paid a fee to operate to the department or to any county, municipality, or public health district.

Huntsville Code of Ordinances Chapter 6 Alcoholic Beverages

Sec. 6-1. - Fee to conduct business involving sale of alcoholic beverages levied; amount, when due and payable. (a) There is hereby levied against any person, as that term is defined in the Texas Alcoholic Beverage Code, a fee equal to one-half of the state fee required for payment upon application by any person for any license or permit authorized to be issued by the state alcoholic beverage commission for the purpose of conducting any business involving the sale of alcoholic beverages. The levy of the fee herein made, shall be due and payable upon the initial application of any person for any such license or permit and thereafter shall be due and payable upon renewal of any such permit by such person. (b) The city secretary shall not certify or approve any application by any person for the sale of alcoholic beverages for submission to the state alcoholic beverage commission until such time as said person has paid the fee levied herein. Upon payment of such fee, the city secretary shall issue the receipt therefor as evidence of the payment of same. Such receipt shall be prominently displayed if required by the state

alcoholic beverage commission. (c) No person shall be entitled to conduct any business involving the sale of alcoholic beverages within the corporate limits of the city, unless and until the fees levied herein shall have been paid and collected as required herein.
(Code 1961, § 5.01.01; Ord. of 1-11-1972)

Previous Council Action:

Financial Implications: Item is not budgeted

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. Ordinance No. - 2026-01

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES; MAKING VARIOUS FINDINGS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS the City of Huntsville, Texas is a home rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS the City had been granted the right to collect 50% of the State fee that the Texas Alcohol Beverage Commission (TABC) charged for entities that held alcohol permits in the City limits.

WHEREAS During the 89th Legislative Session, Senate Bill 1008 was passed amending Health and Safety Code section 437.01235 which provides the City may not charge a fee under Section 11.38 or 61.36, Alcoholic Beverage Code, if the premises is a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has already paid a fee to operate to the department or to any county, municipality, or public health district.; and

WHEREAS, the City Council of the City of Huntsville, Texas now wishes to make amendments to Chapter 6, "Alcoholic Beverages" by amending section 6-1, adding a new section 6-5 and renumbering the remaining sections; 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 Chapter 6 of the Huntsville Code of Ordinances is hereby amended, as shown in the Exhibit "A" attached hereto and adopted for all purposes.

Section 3. 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 4. Should any paragraph, sentence, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section 5. This ordinance shall take effect immediately after its passage.

First reading date: _____

PASSED AND APPROVED on this the ____ day of _____

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

Kristy Doll, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

EXHIBIT A

Chapter 6- Alcoholic Beverages

Sec. 6-1. ~~License Fee to conduct business involving sale of alcoholic beverages levied; amount, when due and payable.~~

- (a) It shall be unlawful for any person to engage in the business of selling, distributing, manufacturing, or otherwise dealing in alcoholic beverages within the city, without first obtaining a license to do so. For the purpose of this section, such businesses shall be classified and defined as provided in V.T.C.A., Alcoholic Beverage Code chs. ch. 11 et seq. and ch. 61 et seq.
- ~~(a) There is hereby levied against any person, as that term is defined in the Texas Alcoholic Beverage Code, a fee equal to one-half of the state fee required for payment upon application by any person for any license or permit authorized to be issued by the state alcoholic beverage commission for the purpose of conducting any business involving the sale of alcoholic beverages. The levy of the fee herein made, shall be due and payable upon the initial application of any person for any such license or permit and thereafter shall be due and payable upon renewal of any such permit by such person.~~
- ~~(b) The city secretary shall not certify or approve any application by any person for the sale of alcoholic beverages for submission to the state alcoholic beverage commission until such time as said person has paid the fee levied herein. Upon payment of such fee, the city secretary shall issue his receipt therefor as evidence of the payment of same. Such receipt shall be prominently displayed if required by the state alcoholic beverage commission.~~
- ~~(c) No person shall be entitled to conduct any business involving the sale of alcoholic beverages within the corporate limits of the city, unless and until the fees levied herein shall have been paid and collected as required herein.~~

(Code 1961, § 5.01.01; Ord. of 1-11-1972)

Sec. 6-2. Restriction on sale or use of alcohol.

- (a) No person, dealer, corporation, partnership, or other business entity shall sell or dispense or offer to sell or dispense any alcoholic beverage when such location is within 300 feet of any church, public hospital, public elementary, junior high or senior high school.
- (b) Variance requirements.
 - (1) The city council, by ordinance, may authorize in the manner provided by state law a variance to the prohibition of the sale of alcoholic beverages contained in subsection (a) of this section where council determines that enforcement of the prohibition in a particular instance:
 - a. Is not in the best interest of the public;
 - b. Constitutes waste or inefficient use of land or other resources;
 - c. Creates an undue hardship on an applicant for a license or permit;
 - d. Does not serve its intended purpose; or

- e. Is not, after consideration of the health, safety, and welfare of the public and the equities of the situation, in the best interest of the community.
 - (2) No such variance shall be made except in a specific case and after a public hearing pursuant to notice published in the city's official newspaper.
 - (c) Any person, dealer, corporation, partnership, or other business entity violating the provision of this section shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided in section 1-11.
 - (d) The city may further enforce the provisions of this section by any action, at law or in equity, to enjoin any person, dealer, corporation, partnership, or other business entity from conducting any business in violation of this section.
 - (e) A person commits an offense if the person sells, stores, handles for the purpose of sale an alcoholic beverage unless the use is authorized by and complies with the applicable provisions of the City Code and the Texas Alcoholic Beverage Code.
- (Code 1961, § 5.01.02; Ord. of 12-1-1971; Ord. of 12-14-1971; Ord. of 4-24-1973; Ord. No. 81-49, 8-18-1981; Ord. No. 92-13, 8-11-1992; Ord. No. 2018-22, § 2(Exh. A), 6-19-18)

Editor's note(s)—Ord. No. 2018-22, § 2(Exh. A), adopted June 19, 2018, renamed § 6-2 from "sale of alcoholic beverages prohibited in specified places" to "restriction on sale or use of alcohol."

Sec. 6-3. Possession or consumption of all alcoholic beverages prohibited in parks and recreation areas.

- (a) No person or other business entity shall hereafter possess or consume any alcoholic beverage in or upon any lands or premises owned or operated by the city as a park or recreational area.
 - (b) Any violation of the provisions of this section shall be deemed to be a class C misdemeanor and shall be punishable as provided in section 1-11.
- (Code 1961, § 5.01.03; Ord. No. 76-17, 9-27-1976; Ord. No. 78-3, 5-19-1978; Ord. No. 78-5, 5-23-1978)

Sec. 6-4. Extended hours for the sale of alcoholic beverages.

- (a) Pursuant to V.C.T.A., Alcoholic Beverage Code §§ 105.03(d) and 105.05(d), as amended, extended late hours sale of alcoholic beverages are authorized in the City of Huntsville, as follows:
 - (1) A holder of a mixed beverage late hours permit may sell and offer for sale mixed beverages between midnight and 2:00 a.m. on any day.
 - (2) A holder of a retail dealer's on-premise late hours license may sell, offer for sale, and deliver wine (as provided for under V.C.T.A., Alcoholic Beverage Code § 105.04) or beer between midnight and 2:00 a.m. on any day.
- (b) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

(Ord. No. 2009-59, §§ 2, 3, 11-12-2009)

Sec. 6-5 Permits

- (a) Any person applying for a permit or license issued by authority of the Texas Alcoholic Beverage Commission or a renewal of such permit or license or to change the location of the place of business designated in such permit or license, shall deliver to the city secretary one copy of the appropriate forms prescribed by the Texas Alcoholic Beverage Commission together with scale drawings showing the proposed location of applicant's business in relation to streets, property lines, the nearest church, public school or public hospital. The drawings shall include distances to the nearest church, public hospital, public elementary, junior high or senior high school. The drawing shall be certified to be true and accurate.
- (b) An applicant must provide the following information: Address or location of business; name of business; first and last name of applicant; first and last name of contact; contact name or e-mail address for the applicant; and the License type(s) requested.
- (c) The city secretary or designee shall certify on the Texas Alcoholic Beverage Commission application whether the location or address given in the application is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Sec. 6-65. State law to control.

The penalties provided for by this chapter are subject to the limitations of the Texas Alcoholic Beverage Code, and if there is any conflict between the penalties of this chapter and the state law, then to that extent the state law controls.

(Ord. No. 2018-22, § 3(Exh. A), 6-19-18)

.



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 2.e.

Agenda Item: First Reading - Consider and possible action to approve Ordinance No. 2026-02, authorizing participation with other Entergy Service Area Cities in matters concerning Entergy Texas, Inc and authorizing the hiring of lawyers and rate experts and the City's participation at the Public Utility Commission of Texas.

Initiating Department/Presenter: City Attorney

Presenter:

Leonard Schneider, City Attorney

Recommended Motion: First Reading no action necessary, however if the council chooses to waive the two reading requirements the motion would be: Move to waive the two reading requirement and approve Ordinance 2026-02 authorizing participation with other Entergy Service Area Cities in matters concerning Entergy Texas, Inc. and authorizing the hiring of lawyers and rate experts and the City's participation at the Public Utility Commission of Texas.

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 participates with other Entergy service area cities in regulatory rate proceedings involving Entergy Texas, Inc ("ETI" or "Company") before the Public Utility Commission of Texas ("PUCT" or "Commission"). ETI every year will file proceedings before the Commission. These proceedings may be a (1) base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations. The area cities (including Huntsville) annually retain the Lawton Law firm to review the proceedings filed by Entergy to ensure compliance with the law, correct calculations, and to contest the rate charges. This has benefited the City and its citizens in the past with reduced proposed increases and/or charges. This is the annual ordinance to retain the Lawton Law Firm and authorize retention of experts regarding Entergy filings with the Commission. The attached proposed Ordinance authorizes the City's participation in rate proceedings in 2026 and the retention of the Lawton Law Firm, and experts if necessary. The Council may waive the two-reading requirement. However, the Council can wait until the February 17 meeting to take action on this item.

Previous Council Action: The City has for the past several years participated with other Entergy service area cities in regulatory rate proceedings involving ETI before the PUCT.

Financial Implications: NA

Approvals:

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. 2026 Annual Ordinance for ETI Proceedings

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF HUNTSVILLE, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2026; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025; and

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to file rate change requests in various proceedings before the Public Utility Commission of Texas ("Commission") or before municipalities in 2026, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or storm restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations; and

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

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

SECTION 1. The City of Huntsville shall participate with other Cities to intervene in ETI's various rate filings related to any base rate adjustment proceedings or cost of service adjustments, the various fuel cost surcharges and reconciliations, and any other interim or incremental surcharge proceedings or surcharge adjustments filed with the Commission or with municipalities in 2026.

SECTION 2. The City of Huntsville employs the Lawton Law Firm P.C. to represent the City regarding ETI rate matters before local regulatory authorities and the

Commission and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in rate- or fuel-related proceedings at the Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by _____ vote of the City Council of the City of Huntsville, Texas, this ____ day of February 2026.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/3/2026

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Attorney.

Initiating Department/Presenter: Human Resources

Presenter:

Brian Beasley, HR Director

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: Not applicable

Approvals:

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information: