

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, APRIL 21, 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. Fair Housing and Civil Rights Compliance Training for City Council.
Christina Bodin-Turner, Grants Manager

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.*

PRESENTATIONS

- a. Introduction of recently promoted Huntsville Police Lieutenant Roy Moore and Sergeant Kenneth Posey.
James Barnes, Assistant Chief of Police

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 April 7, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary
- b. Consider approving the Minutes from the April 9, 2026, Special City Council Meeting.
Kristy Doll, City Secretary
- c. Consider adoption of Ordinance 2026-12 to amend the Budget for FY 25-26, amending the Schedule of Fees and Charges.
Lance Hall, Finance Director
- d. Consider the approval of the Quarterly Investment Reports for the First Quarter ending March 31, 2026.
Lance Hall, Finance Director

- e. Consider authorizing the City Manager to apply for the U.S. Department of Justice – FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, enter into an Interlocal Agreement with Walker County, and adopt Resolution 2026-17 in support of the same.
Christina Bodin-Turner, Grants Manager
- f. Consider Resolution 2026-16 authorizing the City Manager to submit for and accept, if awarded, funding under the 2024 Disasters Local Communities Program, Project 24D-LCP-302-1056 for the N.B. Davidson Wastewater Treatment Plant.
Kathlie Jeng-Bulloch, City Engineer
- g. Consider modification of Industrial User Discharge Permit 0100 for Gardner Glass Products, Incorporated/Dreamwalls.
Kim Kembro, Public Works Director
- h. Consider approving the amendment to the Oakwood Cemetery Mowing and Trimming contract.
Penny Joiner, Director of Parks and Leisure

2. STATUTORY AGENDA

- a. Consider and authorize the City Manager to enter into hangar, building, and tie-down lease agreements at Huntsville Municipal Airport.
Layne Yeager, Development Services Director

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.
Russell Humphrey, Mayor

7. RECONVENE

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

ADJOURNMENT

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

CERTIFICATE

I, Kristy Doll, City Secretary, do hereby certify that the above notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website,

www.HuntsvilleTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: April 15, 2026

TIME OF POSTING: 4:30 p.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: a.

Agenda Item: Fair Housing and Civil Rights Compliance Training for City Council.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: None

Strategic Initiative:

Discussion: City Council will receive a Fair Housing and Civil Rights compliance training presentation conducted by Gwen Volk of INFOKUS, Inc. The training is provided in connection with the City's administration of federally funded Community Development Block Grant (CDBG) programs through the Texas General Land Office (GLO). Federal regulations require elected officials and key staff involved in these programs to receive periodic Fair Housing and nondiscrimination training to ensure compliance with applicable civil rights requirements. No action will be taken.

Previous Council Action: None

Financial Implications: None

Approvals:

Lance Hall

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: a.

Agenda Item: Introduction of recently promoted Huntsville Police Lieutenant Roy Moore and Sergeant Kenneth Posey.

Initiating Department/Presenter: Police Department

Presenter:

James Barnes, Assistant Chief of Police

Recommended Motion: 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.

Strategic Initiative: None

Discussion: No discussion needed for this presentation

Previous Council Action: No previous council action

Financial Implications: No financial implications

Approvals:

Darryle Slaven

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the April 7, 2026, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the April 7, 2026, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 04-7-2026

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 7TH DAY OF APRIL 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, Councilmember At-Large Position 2 Denman, Councilmember At-Large Position 3 McKenzie, Councilmember Ward 4 Strong, Councilmember At-Large Position 4 Graham, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember Ward 2 Cox

COUNCILMEMBERS ABSENT: Councilmember Ward 3 Antwine

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 Mayor Humphrey led the pledges.

PROCLAMATIONS

- a. Proclamation No. 2026-07 Fair Housing Month
Russell Humphrey, Mayor**
- b. Proclamation No. 2026-08 Sexual Assault Awareness and Prevention Month
Russell Humphrey, Mayor**

PUBLIC HEARING

- a. Development District Map Amendment Request to go from Mixed Use (MU) to Simple Living Residential (SLR) located at 275 FM 247, Property ID 13928.
Layne Yeager, Development Services Director**

Mayor Humphrey opened the Public Hearing at 6:06 p.m.

Layne Yeager, Development Services Director, gave an overview of the Development District Map Amendment.

Mayor Humphrey called for public comments in support or opposition of the Item, there were none.

Mayor Humphrey closed the Public Hearing at 6:07 p.m.

- b. Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 145 Tall Timbers, Property ID 19944.
Layne Yeager, Development Services Director**

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

Layne Yeager, Development Services Director, gave an overview of the Development District Map Amendment.

Mayor Humphrey called for public comments in support or opposition of the Item, there were none.

Mayor Humphrey closed the Public Hearing at 6:09 p.m.

- c. Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR), Property IDs 29519, 29521, 29522, 29523, 29507 and 29506.
Layne Yeager, Development Services Director**

Mayor Humphrey opened the Public Hearing at 6:09 p.m.

Layne Yeager, Development Services Director, gave an overview of the Development District Map Amendment.

Mrs. Martin gave comment in favor of the Item. There were no public comments in opposition of the Item.

Mayor Humphrey closed the Public Hearing and opened the Regular Session at 6:15 p.m.

1. CONSENT AGENDA

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

- a. Consider approving the Minutes from the March 17, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary**
- b. Consider the acceptance of the Monthly Financial Report for the month of February 2026.
Lance Hall, Finance Director**
- c. Consider adoption of Ordinance 2026-08, to amend the budget for FY 25-26 and/or CIP Project Budgets.
Lance Hall, Finance Director**
- d. Consider the adoption of Resolution 2026-15, updating and reaffirming the Citizen Participation Plan, Fair Housing Policy, Section 3 Policy, Excessive Force Policy, and Section 504 Policy and Grievance Procedures required for program compliance to administer federally funded programs.
Christina Bodin-Turner, Grants Manager**

Councilmember Jon Strong made a motion to approve Consent Agenda Items a. through d. The motion was seconded by Councilmember Tore Fossum. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Tore Fossum, Casey Cox; No: None

2. STATUTORY AGENDA

- a. First Reading - Consider authorizing the City Manager to award the purchase of Street Microsurfacing.
Kim Kembro, Public Works Director**

Councilmember Vicki McKenzie made a motion to waive the two-reading requirement and authorize the City Manager to award a purchasing agreement for Street Microsurfacing Services, to Intermountain Slurry Seal in the amount of \$986,754.68. The motion was seconded by Councilmember Tore Fossum. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Tore Fossum, Casey Cox; No: None

**b. Discussion and possible action to approve the proposed 2026-2027 Budget Calendar.
Lance Hall, Finance Director**

Councilmember Vicki McKenzie made a motion to approve the proposed 2026-2027 Budget Calendar. The motion was seconded by Councilmember Jon Strong. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Tore Fossum, Casey Cox; No: None

**c. First Reading - Consider Ordinance No. 2026-09, for a Development District Map Amendment Request to go from Mixed Use (MU) to Simple Living Residential (SLR) located at 275 FM 247, Property ID 13928
Layne Yeager, Development Services Director**

Councilmember Vicki McKenzie made a motion to waive the two-reading requirement and approve Ordinance No. 2026-09 for a Development District Map Amendment Request to go from Mixed Use (MU) to Simple Living Residential (SLR) located at 275 FM 247, Property ID 13928. The motion was seconded by Councilmember Karen Denman. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Tore Fossum, Casey Cox; No: None

**d. First Reading - Consider Ordinance No. 2026-10, for a Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 145 Tall Timbers, Property ID 19944.
Layne Yeager, Development Services Director**

Councilmember Tore Fossum made a motion to waive the two-reading requirement and approve Ordinance No. 2026-10 for a Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 145 Tall Timbers, Property ID 19944. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Tore Fossum, Casey Cox; No: None

**e. First Reading - Consider Ordinance No. 2026-11, for a Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR), Property IDs 29519, 29521, 29522, 29523, 29507 and 29506.
Layne Yeager, Development Services Director**

Councilmember Vicki McKenzie made a motion to waive the two-reading requirement and approve Ordinance No. 2026-11 for a Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR), Property IDs 29519, 29521, 29522, 29523, 29507 and 29506. The motion was seconded by Councilmember Pat Graham. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, 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 551.074 – Personnel Matters: regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager, Scott Swigert.
Scott Swigert, City Manager**

City Council convened in Executive Session at 6:52 p.m.

7. RECONVENE

Council reconvened from Executive Session at 8:34 p.m.

Councilmember Vicki McKenzie made a motion to renew the City Manager's contract for one year. The motion was seconded by Councilmember Jon Strong. The motion passed 8 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Tore Fossum, Casey Cox; No: None

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 8:35 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.b.

Agenda Item: Consider approving the Minutes from the April 9, 2026, Special City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the April 9, 2026, Special City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Kristy Doll

Associated Information:

1. Special City Council Meeting Minutes 04-09-2026

MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL MEETING HELD ON THE 9TH DAY OF APRIL 2026 AT 12:00 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 Special Session with the following:

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

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

OFFICERS PRESENT: Kristy Doll, City Secretary

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

MAIN SESSION CALL TO ORDER

Mayor Humphrey called the meeting to order at 12:00 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.*

Mayor Humphrey gave the invocation and led the pledges.

1. 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 Interviews.
Russell Humphrey, Mayor

City Council convened into Executive Session at 12:01 p.m.

2. RECONVENE

City Council reconvened from Executive Session at 5:45 p.m.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 5:45 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.c.

Agenda Item: Consider adoption of Ordinance 2026-12 to amend the Budget for FY 25-26, amending the Schedule of Fees and Charges.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2026-12 to amend the budget for fiscal year 2025 - 2026; amending the Schedule of Fees and Charges.

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

Discussion: The City adopts the annual budget via Ordinance. The Schedule of Fees and Charges is included as part of the adoption of the annual budget. As such, changes or additions to the Schedule of Fees and Charges require approval via Ordinance. Additional detailed information is included in the Exhibit A "Explanation" section. This was presented to the Finance Committee at their April 7, 2026, meeting.

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

Financial Implications: It is anticipated that this will create some additional revenue for the General Fund. An amount cannot be estimated as it is unknown.

Approvals:

Lance Hall
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. FY 26 Ordinance 2026-12 - addtn to Fee Sched - Police Changes
2. FY 26 Fee Schedule - Police changes FY 2026

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2024-2025 ANNUAL BUDGET, ORDINANCE NO. 2024-24 TO AMEND THE ADOPTED “SCHEDULE OF FEES AND CHARGES” OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

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

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

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

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the 2025 – 2026 Schedule of Fees and Charges as set forth herein; and

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

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

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

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

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

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

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

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

PASSED AND APPROVED on this the 21st day of April, 2026.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Schedule of Fees and Charges			FY 2026 Changes
Public Safety			
Sexually Oriented Business Permits			
Original Application	\$400		
Renewal Application	\$200		
Wrecker Permits			
	\$50/yr. Per holder + \$60/yr. per tow truck		\$100/yr. Per holder -2 Yr permit + \$120/yr. per tow truck-2 Yr permit
Wrecker Driver Permits			
	NEW		\$12.50 per driver per year, payable for a two-year period
Taxi/Chauffer			
	\$100/yr. per taxi		
Accident Report			
	\$6 \$11 online (\$5 provider fee)		
Fingerprinting Fee			
	\$10 per person		
Posted Hourly Parking Fee -			
	\$1.00 per hr. / Max \$5.00		
Residential Alarm Fees			
0-3 False Alarms	No Charge		
4-5 False Alarms	\$25 each		
6-8 False Alarms	\$50 each		
Over 8 False Alarms	\$100 each		
Commercial Alarm Fees			
0-3 False Alarms	No Charge		
4-5 False Alarms	\$50 each		
6-8 False Alarms	\$75 each		
Over 8 False Alarms	\$100 each		
Alarm Fees			
Initial permit	\$10 residential/\$30 commercial		
Alarm Co. Failure to Provide Accurate Info	\$25		
Permittee Fail to Respond to Alarm Location w/in 30 mins at Request of Police	\$50		
Failure to Notify of Address Changes, etc.	\$50		
Reinstatement Fee	\$100		
Appeal Fee	\$25		
Animals and Fowl			
Annual Registration Fee for Dogs Deemed as Dangerous by Animal Control Authority	\$50		
Replacement of lost Dangerous Dog ID Tag	\$10		
Tow Truck Companies			
	Fee Allowed to be Charged by Tow Truck Company *Not Collected by City*		
All Police Directed Tows	\$200		
Notification	\$50		
Preservation	\$20		
Copies of Open Records			
	Variable dependent on document or material type, as set by the Texas Administrative Code, plus an additional 25%.		



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.d.

Agenda Item: Consider the approval of the Quarterly Investment Reports for the First Quarter ending March 31, 2026.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to approve the Quarterly Investment Reports for the First Quarter 2026 Ending 03/31/2026

Strategic Initiative:

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

Previous Council Action:

Financial Implications: None

Approvals:

Lance Hall

Scott Swigert

Kristy Doll

Associated Information:

1. City of Huntsville-First Quarter Investment Report 2026



City of Huntsville Texas

QUARTERLY INVESTMENT REPORT

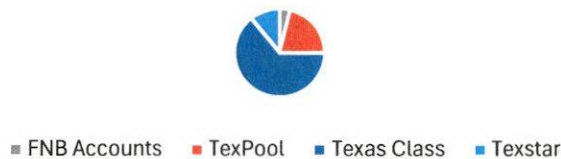
January 1, 2026-March 30, 2026

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

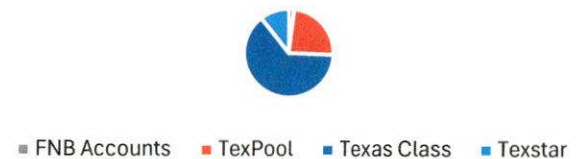
The investment portfolio complies with the PFIA and the City of Huntsville approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved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

Asset Class	Market Value 12/31/25	% of Portfolio 12/31/2025	Average Monthly Yield	Book Value 03/30/2026	Market Value 03/30/2026	% of Portfolio 03/30/2026
FNB Accounts	\$ 5,458,912.52	3.91%	3.52%	\$ 2,856,231.84	\$ 2,856,231.84	2.01%
TexPool	\$ 29,608,704.94	21.18%	3.69%	\$ 33,438,528.45	\$ 33,438,528.45	23.55%
Texas Class	\$ 89,432,000.79	63.98%	3.81%	\$ 90,276,260.77	\$ 90,276,260.77	63.58%
Texstar	\$ 15,275,049.97	10.93%	3.68%	\$ 15,414,013.74	\$ 15,414,013.74	10.86%
Total	\$ 139,774,668.22	100.00%	3.67%	\$ 141,985,034.80	\$ 141,985,034.80	100.00%
Quarterly Interest Income	\$ 1,281,688.78					
Year-to-date Interest Income	\$ 1,281,688.78					

Asset Holding as of 12/31/2025



Asset Holdings as of 03/30/2026



Lance Hall Finance Director

DATE

Scott Swigert, City Manager

DATE



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.e.

Agenda Item: Consider authorizing the City Manager to apply for the U.S. Department of Justice – FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, enter into an Interlocal Agreement with Walker County, and adopt Resolution 2026-17 in support of the same.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to authorize the City Manager to apply for the U.S. Department of Justice – FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, enter into an Interlocal Agreement with Walker County, and adopt Resolution 2026-17 in support of the same.

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 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has provided funding to local law enforcement agencies for many years. Both the City of Huntsville and Walker County have previously received JAG funding and have utilized these funds to support local criminal justice initiatives.

For the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, the City of Huntsville has been allocated \$18,530. Walker County has been identified by the U.S. Department of Justice as a disparate jurisdiction, requiring both entities to participate in a joint application and enter into an Interlocal Agreement.

The City of Huntsville and Walker County propose using JAG funds to purchase an evidence incinerator to support the safe, secure, and compliant destruction of seized narcotics and related drug evidence. This equipment will enhance both agencies' ability to properly dispose of controlled substances, reduce long-term storage risks, and improve operational efficiency in drug-related case management.

The total estimated cost of the incinerator is approximately \$60,000, based on preliminary pricing. Final costs may vary pending formal procurement and receipt of competitive quotes. JAG funds will partially support this purchase, with the estimated shortfall of \$41,470 funded by the City of Huntsville using Opioid Settlement Funds. This use is consistent with allowable opioid abatement activities, including the safe handling and destruction of controlled substances and preventing seized narcotics from being reintroduced into the community.

Under the proposed Interlocal Agreement, the City of Huntsville will serve as the applicant and fiscal agent, procure and own the equipment, and be responsible for installation, operation, and

maintenance. The equipment will be located at the City of Huntsville Police Department and will be made available for use by both City and County law enforcement agencies. Walker County will not contribute additional funds beyond the JAG allocation and will participate in shared use of the equipment.

The Interlocal Agreement is subject to approval by the Walker County Commissioners Court. Approval of this agenda item authorizes the City to proceed with the grant application and execute the agreement upon County approval.

Previous Council Action: No previous Council action has been taken on this particular item.

Financial Implications: If awarded, \$18,530 in JAG funding will be used toward the purchase of an evidence incinerator, with remaining costs funded using Opioid Settlement Funds; a budget amendment will be brought to Council.

Approvals:

Lance Hall
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. 1.b. Resolution 2026-17
2. 1.b. Interlocal Agreement

RESOLUTION NO. 2026-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE FY 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO THE U. S. DEPARTMENT OF JUSTICE FOR EQUIPMENT; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE FY 2025 JAG PROGRAM.

WHEREAS the City desires to ensure the safety of all its citizens and the City of Huntsville requires the Huntsville Police Department to 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 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

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

SECTION 1: A FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) application is hereby authorized to be filed on behalf of the City and be placed in competition for funding to the U.S. Department of Justice.

SECTION 2: The application will be for \$18,530.00 to furnish equipment for the Huntsville Police Department, specifically for the purchase of an evidence incinerator, with shared use available to the Walker County Sheriff's Office.

SECTION 3: The City of Huntsville is authorized to enter into an Interlocal Agreement with Walker County to comply with JAG program requirements and to establish shared use of the equipment.

SECTION 4: The equipment will be procured and owned by the City, with shared use provided to Walker County in accordance with the Interlocal Agreement.

SECTION 5: The Mayor and City Council strongly support this application to address the safety needs of the community.

SECTION 6: 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 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

PASSED AND APPROVED this 21st day of April, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

THE STATE OF TEXAS
COUNTY OF WALKER

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN WALKER COUNTY AND THE CITY OF HUNTSVILLE
FY25 EDWARD BUYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2026, by and between WALKER COUNTY, TEXAS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY OF HUNTSVILLE, TEXAS, acting by and through its governing body, the City Council, hereinafter referred to as CITY:

WHEREAS, this Agreement is made under the authority of Chapter 791, Texas Interlocal Cooperation (Texas Government Code); and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program has, in a disparate allocation, awarded \$18,530 to the City of Huntsville on behalf of the City and Walker County; and

WHEREAS, the City and County believe it to be in their best interest to utilize the JAG funds and additional local funding, if necessary, for the joint purchase and use of an evidence incinerator for law enforcement purposes;

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

City agrees to act as applicant and fiscal agent of the grant and administer all funds in accordance with the requirements of the JAG Program. The CITY shall also be responsible for all procurement activities related to the purchase of the equipment, in accordance with applicable federal, state, and local procurement requirements.

Section 2.

The JAG funds in the amount of \$18,530.00 shall be used jointly by the CITY and COUNTY for the purchase of an evidence incinerator for use by law enforcement agencies.

No JAG funds will be directly distributed to the COUNTY. The equipment will be procured and owned by the CITY, with shared use provided to the COUNTY.

Section 3.

If the total cost of the equipment exceeds the JAG allocation, the remaining unfunded portion shall be paid by the CITY using opioid settlement funds. The COUNTY shall not be responsible for any portion of the cost that exceeds the JAG allocation.

The CITY shall retain ownership of the equipment and shall be responsible for maintenance, operation, and site control, with shared use extended to the COUNTY in accordance with this Agreement.

Section 4.

The evidence incinerator shall be installed and maintained at the City of Huntsville Police Department, 560 FM 2821 Rd W, Huntsville, Texas 77320. The equipment shall be available for use by both CITY and COUNTY law enforcement agencies pursuant to operational procedures established by the parties. The COUNTY's Evidence Technician shall schedule and coordinate COUNTY use through the City of Huntsville Police Department Evidence Technician.

The CITY shall ensure that installation and operation of the equipment comply with all applicable federal, state, and local environmental and permitting requirements.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10.

This agreement shall take effect upon execution by both parties and shall remain in effect for the duration of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award period, including any approved extensions, and for so long as the equipment purchased under the grant remains in use for its intended purpose, unless terminated earlier by mutual written agreement of both parties.

CITY OF HUNTSVILLE

COUNTY OF WALKER

Scott Swigert, City Manager

Colt Christian, County Judge

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Assistant District Attorney

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.f.

Agenda Item: Consider Resolution 2026-16 authorizing the City Manager to submit for and accept, if awarded, funding under the 2024 Disasters Local Communities Program, Project 24D-LCP-302-1056 for the N.B. Davidson Wastewater Treatment Plant.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to approve the Resolution 2026-16 authorizing the City Manager to apply for and accept, if awarded, funding under the Texas General Land Office of the 2024 Disasters Local Communities Program, Project 24D-LCP-302-1056, in the amount of \$5,000,000.00 for the N.B. Davidson Wastewater Treatment Plant; and to designate the City Manager as the City's Authorized Representative.

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

Discussion: The Texas General Land Office (GLO) allocated \$97,033,950 for the Local Communities Program (LCP), which provides funding for disaster relief, long-term recovery, and restoration of infrastructure or economic revitalization projects to help eligible communities recover from the 2024 Disasters (24D).

The GLO's call for LCP Projects Submissions/Survey opened February 19th and closed March 23rd, 2026.

The Preliminary Survey (Step 1) was submitted prior to the deadline by LAN Inc., which is the Design Consultant of the N. B. Davidson Wastewater Treatment Plant. LAN Inc. has previously helped us to secure \$1.0 M Grant in 2025, and \$0.75 M Grant at the beginning of 2026 for N.B, Davidson Wastewater Treatment Plant.

The Step 2 Application invitation (see attached) to apply for the \$5.M Grant was received on April 7, 2026.

The design phase is 95% completed. This \$5 M grant will be used to partially fund the construction of this Wastewater Treatment Plant, with the remainder coming from the CIP bound funding.

N.B. Davidson Wastewater Treatment Plant (WWTP) was originally constructed in 1971 and expanded in 1982 and 1994. The existing facilities are high maintenance and high operating costs, which cause operational challenges at the plant. Many other pieces of equipment in this plant are deteriorated, outdated, and aging and need frequent maintenance, repairs, and replacement.

This major rehabilitation and expansion of the 2-hr peak flow treatment capacity to 6.5 MGD will prevent the collection system from surcharging during wet weather events and will eliminate the increasing annual operation and maintenance costs and also eliminate the risks of catastrophic failure and possible TCEQ violation penalties.

Previous Council Action: No

Financial Implications: \$5,000,000.00

Approvals:

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

Associated Information:

1. Resolution No 2026-16 NB Davidson 4 21 2026
2. LCP_Huntsville_InvitationToApply
3. email received Invitation to Apply
4. acknowledge to accept by Scott 4 9 2026

RESOLUTION NO. 2026-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE 2024 DISASTERS LOCAL COMMUNITIES PROGRAM UNDER THE TEXAS GENERAL LAND OFFICE PROJECT 24D-LCP-302-1056; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN THE GRANT PROGRAM.

WHEREAS The City desires to ensure the quality of the City Utilities so that the City’s core services can be provided effectively and efficiently; and

WHEREAS It is necessary and in the City’s best interest to apply for funding under the Texas General Land Office (GLO), 2024 Disasters Local Communities Program.

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

SECTION 1: An application is hereby authorized to be filed on behalf of the City and be placed in competition for funding under the 2024 Disasters Local Communities Program.

SECTION 2: The application will be for \$5,000,000.00 to defray a part of the construction cost for the N.B. Davidson Wastewater Treatment Plant. The total estimated construction cost is \$34,000,000.00.

SECTION 3: The Mayor and City Council strongly support this application to ensure the service quality of the City Utilities to all citizens, businesses, and visitors.

SECTION 4: The City Council directs and designates the City Manager as the City’s Chief Executive Officer and Authorized Representative to act in all matters concerning this application and the City’s participation in the 2024 Disasters Local Communities Funding Program.

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

PASSED AND APPROVED This 21st day of April 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney



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

April 7, 2026

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

Via Email: rhumphrey@huntsvilletx.gov

RE: 2024 Disasters Local Communities Program Invitation to Apply for **Either** Project 24D-LCP-302-1056 or 24D-LCP-302-1073

Dear Mayor Humphrey:

The Texas General Land Office (GLO) has completed the review of all submissions from the call for projects for the 2024 Disasters Local Communities Program (LCP). As a result of this review, the GLO is inviting the city of Huntsville to apply through our Texas Integrated Grant Reporting (TIGR) Portal for funding of one of their project submissions.

As a part of the 2024 Disasters Local Communities Program call for project submissions, four projects were submitted for the city of Huntsville. As stated in the 2024 Disasters Action Plan, each eligible entity was permitted to submit a maximum of two eligible projects. Due to this issue, the first two project submissions (by submission date and time) were considered for scoring purposes. Because both considered projects received the same score and have the same poverty rate, the city of Huntsville may select which project to move forward with in the TIGR Portal.

The city of Huntsville may appeal this decision. To submit an appeal, please follow the process outlined on the GLO website, <https://www.glo.texas.gov/disaster-recovery/filing-complaint-or-appeal>, no later than 10 business days from the date of this letter, Tuesday, April 21, 2026, at 5:00 p.m.

The TIGR Portal application will be required to match the entity-selected call for projects submission including the following:

Required Field	24D-LCP-302-1056	24D-LCP-302-1073
CDBG-DR Amount	\$5,000,000.00	\$5,000,000.00
Activity Type	Sewer Facilities	Sewer Facilities
Non-CDBG-DR Leverage Amount	\$29,000,000.00	\$4,432,300.00
National Objective	Low- and Moderate-Income	Low- and Moderate-Income
Project Service Area	City of Huntsville	City of Huntsville

Required Field	24D-LCP-302-1056	24D-LCP-302-1073
Contract Completion Timeline	24 months	28 months

The application submission must also contain confirmation that an annual audit (Annual Comprehensive Financial Report) has been completed for the most recently completed fiscal year. Changes between the initial call for project submission and the project application will jeopardize project eligibility.

The LCP application will be available on the TIGR Portal on Monday, April 13, 2026. The application submission is due Friday, June 12, 2026, at 5:00 p.m. Failure to submit the application by the deadline will forfeit this invitation. Additional details on the application process may be found at <https://www.glo.texas.gov/disaster-recovery/24DLCP>. To avoid delays with application submission, please ensure that all of the appropriate individuals for your jurisdiction have access to the TIGR Portal. Access must be requested by the jurisdiction through the TIGR Access Form located on the GLO's website. Please contact the GLO via email at cdr.infrastructure@recovery.texas.gov with any questions regarding the Local Communities Program.

To accept or decline this invitation to apply for the LCP, please sign and return the enclosed form by Monday, April 13, 2026. If the enclosed form is not returned by the deadline, the invitation to apply will be withdrawn.

Sincerely,



Heather Lagrone, Senior Deputy Director
Community Development and Revitalization

Enclosure: 2024 Disasters Local Communities Program Invitation to Apply Acknowledgement Form

CC: Kathlie Jeng-Bulloch

From: CDR - Infrastructure <cdr.infrastructure@recovery.texas.gov>
Sent: Tuesday, April 7, 2026 8:31 AM
To: rhumphrey@huntsvilletx.gov; kjengbulloch@huntsvilletx.gov
Cc: Ricky Wells; Shawn Strange; Gabriela Rodriguez; Kassandra Burnias; Melissa Washington; Kris Robles
Subject: City of Huntsville 24D-LCP Invitation to Apply
Attachments: LCP_Huntsville_InvitationToApply.pdf; LCP_Huntsville_InvitationLetter.pdf; 24d-tigr-access-form-arp-lcp.pdf

Dear Mayor Humphrey,

The Texas General Land Office (GLO) has reviewed submissions from the call for projects for the 2024 Disasters Local Communities Program (LCP), and the city of Huntsville has been invited to apply for funding. Details are outlined in the attached letter. The TIGR access/applicant form is required to be completed and submitted along with the acknowledgment form by April 13, 2026.

Thank you,

2024 Disasters Local Communities Program

Community Development & Revitalization

Texas General Land Office, Commissioner Dawn Buckingham, M.D.



2024 Disasters Local Communities Program **Invitation to Apply Acknowledgement Form**

I, Scott Swigent, , the designated official of the city of Huntsville:
Name Title

Please only select one of the options below.

☒ Acknowledge and **accept** the invitation for the city of Huntsville to apply for a total of \$5,000,000.00 through project 24D-LCP-302-1056 funding for Sewer Facilities through the Local Communities Program in accordance with the requirements in the invitation to apply date of April 7, 2026.

☐ Acknowledge and **accept** the invitation for the city of Huntsville to apply for a total of \$5,000,000.00 through project 24D-LCP-302-1073 funding for Sewer Facilities through the Local Communities Program in accordance with the requirements in the invitation to apply date of April 7, 2026.

☐ Acknowledge and **decline** the invitation to apply for funding for **both projects** through the Local Communities Program, with the intent for the city of Huntsville to appeal as described in the accompanying invitation letter dated April 7, 2026.

☐ Acknowledge and **decline** the invitation to apply for funding for **both projects** through the Local Communities Program.

 4/9/2026
Designated Official Signature Date

Return form to the GLO via email at cdr.infrastructure@recovery.texas.gov by **Monday, April 13, 2026** at 5:00 PM.



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.g.

Agenda Item: Consider modification of Industrial User Discharge Permit 0100 for Gardner Glass Products, Incorporated/Dreamwalls.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to authorize the Public Works Director to approve the modification of Industrial User (IU) Discharge Permit 0100 for Gardner Glass Products, Incorporated/ Dreamwalls for a period of five years.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The Public Works Director requests approval to modify Industrial User (IU) Discharge Permit 0100 for Gardner Glass Products, Incorporated/Dreamwalls to include weekly monitoring of two additional pollutants of concern, Ammonia and Fluoride. With the addition of a new Acid Glass Etching process line, these two pollutants will have to be treated onsite at the facility to be reduced to a level that will not cause interference with the receiving NB Davidson Wastewater Treatment Plant. The Public Works Department of the City of Huntsville (CoH) maintains an Industrial Pretreatment Program, as required by the Texas Commission on Environmental Quality (TCEQ), in order to:

1. Prevent interference with the City's collection and treatment operations,
2. Prohibit the pass through of pollutants to the receiving stream,
3. Protect the quality of sludge produced by the treatment facilities,
4. Prohibit discharge of pollutants that could result in hazards to worker health and safety.

Gardner Glass Products, Inc./Dreamwalls, is a mirror manufacturer that has been operating in Huntsville since 1984. Prior to the connection to the CoH collection system, Gardner Glass/Dreamwalls discharged process wastewater under the authority of a TCEQ discharge permit. The CoH issued an industrial user discharge permit in 2006, which was approved by Council action in 2008 and again for renewal on August 20, 2013, October 16, 2018, and December 19, 2023, for five-year periods.

The City of Huntsville Public Works Department hereby provides notice of intent to modify the Industrial User Discharge Permit 0100 for Gardner Glass Products, Inc/Dreamwalls. A copy of the Draft Permit and accompanying Fact sheet is available for viewing Monday- Friday 8:00am-5:00pm at the City of Huntsville Service Center located at 448 Hwy 75 N, Huntsville, Texas 77320. Citizens may comment or appeal permit decisions by submitting comments in writing to the Environmental Services Superintendent, City of Huntsville, 448 State Hwy 75N, Huntsville Texas 77320 by Monday, April 20th, 2026 at 5:00pm. Comments must indicate the permit provisions and findings objected to, the reasons

for the objections, and the permit action that the appealing party deems appropriate. This permit action will be placed on the City Council Agenda for final approval on April 21st, 2026.

Previous Council Action: December 19, 2023, the City Council approved the renewal issuance of an Industrial User Permit for Gardner Glass Products/Dreamwalls for a period of five years.

Financial Implications: None

Approvals:

Kim Kembro
Ricardo Villagrand
Scott Swigert
Leonard Schneider
Kristy Doll

Associated Information:

1. Fact Sheet GG Modification 2026-Draft

City of Huntsville
Industrial Pretreatment Program
Effective April 21st, 2026, to April 21st, 2031
Fact Sheet
for
Gardner Glass Products, Inc./Dreamwalls

1. Facility Information	
Facility:	Contacts:
Gardner Glass Products, Inc./Dreamwalls	General Manager: Larry Reinke
7553 Highway 75 South	
Huntsville, Texas 77340	
(936) 291-7271	
Operation:	
Product Manufactured:	Glass mirrors
Category:	40 CFR Part 433.17 Metal Finishing & Glass Etching SIC Code 3231
Environmental Permits:	TPDES Wastewater, TCEQ Air Quality FOP 03448 & CND 18495
Began Operations:	1984
Number of Employees:	41
Shifts:	1 (6 am to 3 pm)
Work Week:	Monday through Friday
Plant Shutdown:	One week at Christmas
Water Supply:	
City of Huntsville:	≈1,166 GPD
Private Well:	≈14,660 GPD
Process Discharge:	
Type of Discharge:	Continuous
Estimated Total Flow:	15,344 GPD Avg 18,579 GPD Max
Pollutants of Concern:	Cerium, Cyanide, Palladium, Silane, Silver, Xylene

2. Description of Manufacturing Process: Please see Appendix A

3. Description of Wastestreams Treatment: Please see Appendix B

4. Type and Volume of Regulated Wastestreams:	
Silver plating process	4.35 GPM
Palladium coating process	2.6 GPM
Tin coating process	12.61 GPM
Acid cleaning process	6.82 GPM

Cerium Oxide cleaning	8.025 GPM
-----------------------	-----------

5. Justification for Permit Limits:

Gardner Glass Products Incorporated/Dreamwalls is designated a categorical discharger in the metal finishing category based on their mirror production core processes of (a) applying silver to a base product, glass, by electroless plating, (b) tin coating, and (c) acid etching. In addition, because at least one of the six electroplating operations is present, Metal Finishing pretreatment regulations apply to wastewater from any of the 46 listed metal finishing operations. That would include grinding (beveling). They began operations in 1984, therefore they are subject to Pretreatment Standards for New Sources (40 CFR 433.17).

In addition, all industrial dischargers to the City of Huntsville collection system are subject to the Technically Based Local Limits as established in the City of Huntsville Code of Ordinances Section 46-179.

Due to the combination of regulated and dilution wastestreams prior to an appropriate sampling point, the Combined Wastestream Formula (CWF) is warranted and the alternate limits will be applied at the end of pipe at Outfall 001 along with the Local Limits. Final Effluent Limitations shall be the most stringent of the alternative limits and the Local Limits. **Please see Appendix C for calculation of the CWF.**

6. Effluent Limitations

Alternate Limits per CWF: Outfall 001

Pollutant:	Daily Maximum:	Monthly Average:
Cadmium	0.066 mg/L	0.04 mg/L
Chromium	1.65 mg/L	1.02 mg/L
Copper	2.02 mg/L	1.24 mg/L
Lead	0.41 mg/L	0.26 mg/L
Nickel	2.38 mg/L	1.42 mg/L
Silver	0.26 mg/L	0.14 mg/L
Zinc	1.56 mg/L	0.88 mg/L
Cyanide	0.72 mg/L	0.39 mg/L
TTO	1.27 mg/L	NA

Local Limits: Outfall 001

Pollutant:	Daily Maximum:
Ammonia	414.0 mg/L
Arsenic	0.46 mg/L
Cadmium	0.06 mg/L
Chromium	4.73 mg/L
Copper	0.10 mg/L
Fluoride	156.0 mg/L
Lead	0.10 mg/L
Mercury	0.0236 mg/L
Molybdenum	0.03 mg/L
Nickel	1.74 mg/L
Selenium	0.03 mg/L

Silver	0.09 mg/L
Zinc	1.10 mg/L
Cyanide	0.15 mg/L

Final Effluent Limitations: Outfall 001			
Pollutant:	Daily Maximum:	Monthly Average:	Source:
Ammonia	414.0 mg/L	NA	Local Limit
Arsenic	0.46 mg/L	NA	Local Limit
Cadmium	0.06 mg/L	0.042 mg/L	Local Limit
Chromium	1.65 mg/L	1.02 mg/L	CWF
Copper	0.10 mg/L	1.24 mg/L	Local Limit
Fluoride	156.0 mg/L	NA	Local Limit
Lead	0.10 mg/L	0.26 mg/L	Local Limit
Mercury	0.0236 mg/L	NA	Local Limit
Molybdenum	0.03 mg/L	NA	Local Limit
Nickel	1.74 mg/L	1.42 mg/L	Local Limit
Selenium	0.03 mg/L	NA	Local Limit
Silver	0.09 mg/L	0.14 mg/L	Local Limit
Zinc	1.10 mg/L	0.88 mg/L	Local Limit
Cyanide	0.15 mg/L	0.39 mg/L	Local Limit
TTO	1.27 mg/L	NA	CWF
Oil and Grease	100 mg/L	NA	Pretreatment Standard

7. Justification for Monitoring Requirements

Because of the variation in water usage at this facility and the use of the CWF, the permittee will be required to monitor wastewater flows continuously. The minimum frequency of sampling for the categorical pollutants and the pollutants for which there are local limits is once per six months, with the exception of silver. Past practices have caused exceedances of effluent limits for silver. Therefore, monthly sampling of silver and weekly sampling of the conventional pollutants BOD₅, TSS, and pH are required at Outfall 001. Parameters that have a Sample Frequency of 1/6 Months will be collected in January and July of each year. A sampling plan is required to be submitted 30 days prior to semi-annual sampling and must include; Goals, Parameters, Sampling Location, Sampling Time and Frequency as well as Methods. Parameters that require 12-Hour Composites will be compiled using an automatic sampler and will be collected hourly while the process is in operation.

8. Monitoring Requirements: Outfall 001

Categorical Parameters

Parameter:	Sample Frequency:	Sample Type:
Cyanide	1/6 Months	Grab
TTO	1/6 Months	Grab and Composite

Oil and Grease	1/6 Months	Grab
Local Limit Parameters		
Parameter:	Sample Frequency:	Sample Type:
Ammonia	1/Week	12 – Hour Composite
Arsenic	1/6 Months	12 – Hour Composite
Cadmium	1/6 Months	12 – Hour Composite
Chromium	1/6 Months	12 – Hour Composite
Copper	1/6 Months	12 – Hour Composite
Fluoride	1/Week	12 – Hour Composite
Lead	1/6 Months	12 – Hour Composite
Mercury	1/6 Months	12 – Hour Composite
Molybdenum	1/6 Months	12 – Hour Composite
Nickel	1/6 Months	12 – Hour Composite
Selenium	1/6 Months	12 – Hour Composite
Silver	1/Month*	12 – Hour Composite
Zinc	1/6 Months	12 – Hour Composite
<i>*If the permittee achieves twelve consecutive months of uninterrupted compliance with the permitted silver limit, the permittee may submit a written request for a reduction in monitoring frequency from 1/month to 1/6 months to the Control Authority. A violation of the silver limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return the standard frequency schedule set in the permit.</i>		
Conventional Parameters		
Parameter:	Sample Frequency:	Sample Type:
Flow	Continuous	Record
BOD ₅	1/Week	12 – Hour Composite
TSS	1/Week	12 – Hour Composite
pH	1/Week	Grab

9. Reporting Requirements:

A. Monitoring Reports: Monitoring information required shall be summarized and reported on a City of Huntsville (COH) Industrial User Monitoring Report Form once per month for parameters required on a weekly and monthly basis and semi-annually for all other parameters according to the procedures outlined in the *COH Industrial Waste Pretreatment Program Manual (2020)*.

B. Notice of Violation/Repeat Sampling and Reporting: If the results of the permittee's wastewater analysis indicates that a violation of this permit has occurred, the permittee must notify the COH according to the procedures outlined in the *COH Industrial Waste Pretreatment Program Manual (2020)*.

C. Accidental Discharge/Slug Load or Spills: The permittee shall notify the COH immediately according to the procedures outlined in the *COH Industrial Waste Pretreatment Program Manual (2020)* upon the occurrence of an accidental discharge of prohibited substances or any slug loads or spills that may enter the public sewer.
A Slug Control Plan is required as a condition of the permit and must be made available upon request.

10. Standard Conditions:

The Industrial User Permit for Gardner Glass Products/Dreamwalls will include all the standard conditions listed in the COH Code of Ordinances Chapter 46 Article III: Industrial Wastewater Standards.

11. Special Conditions:

A. A flow measuring device will be required at Outfall 001 and shall be maintained and calibrated according to manufacturer's recommendations (in any case, not less than annually). Flow data shall be reported on the Monthly Monitoring Report Form and verification of maintenance and calibration available upon request.

B. Weekly recording of flow rates from dilution wastestreams (**Please see Appendix B**) must be maintained and reported on the Monthly Monitoring Report Form.

APPENDICES:

Appendix A – Description of Manufacturing Process

Appendix B – Description of Wastestream Treatment

Appendix C - Calculation of Combined Wastestream Formula

Appendix D - Facility Diagrams

Appendix A

Manufacturing Process

PRECLEANING/POLISHING: (Cerium cleaning process) The new glass arrives coated with polystyrene beads and adipic acid to prevent scratching and inhibit staining, and is placed on an enclosed conveyor. The glass surface is cleaned with water delivered via one rinse bar and then cleaned and polished with detergent and a slurry of rare earth oxides, primarily cerium oxide, discharged from a spray traverse bar. The glass then passes through a series of four CUP brushes and rinse bars. The process water is discharged in this section at 8.025 GPM.

SILVERING: The cleaned glass is pre-rinsed with de-ionized water, “sensitized” with stannous chloride, which allows the silver to bind with the glass, then gently heated to 130° F and rinsed with de-ionized water. It is coated with palladium chloride (preparation for silver coating), rinsed with de-ionized water and heated AGAIN. The glass is coated with reducers (glucose, sodium hydroxide), then sprayed with silver, and rinsed with de-ionized water. It is sprayed with stannous chloride (a passivator for adherence of silane and paint), rinsed with de-ionized water, sprayed with silane (paint adhesion promoter), and given a final de-ionized water rinse. Process water is discharged in this section at 19.56 GPM.

PAINTING: The glass is dried by air knives to prevent breakage and pre-heated in an oven to set metals and accept paint. It is curtain coated with red base coat (mixed with xylene for viscosity), semi-cured with wavelength light and allowed to cool. It is again pre-heated, then curtain coated with blue topcoat (mixed with xylene for viscosity), semi-cured with wavelength light and cooled. The mirror then passes through a final cure and cool down. There is no process water discharged in this section.

FACE-DOWN CLEANING: The mirror is cleaned with face-down stripper (sodium bisulfate, ferric sulfate, sodium sulfate) in a series of rubber coated rollers and rinse bars. It then has a reverse osmosis water rinse and passes through the two roller brush washing machine. The product name, date and time of manufacture is imprinted and the mirror is given a final inspection and packed. Process water is discharged in this section at 6.82 GPM.

Appendix B

Description & Treatment of Wastestreams:

WET SECTION OF M/L WASTEWATER: (Tin coating process) There is a total of 16.3 GPM produced in the wet section. There are 2.6 GPM pumped through the palladium system and goes into the holding ditch prior to the Waste Water System. The tin process of 9.35 gpm goes to the mirror line ditch where it is pumped to the outside holding tanks and mixed with precipitant polymer and acid to be settled out. There are 4.35 GPM going into the stainless steel settling on the east side of the M/L, behind the silver room, where a silver precipitant polymer is introduced. From this tank, pumped into a plastic settling tank and then pumped through a series bag filters. The last bag filter is currently a 500 micron absolute. From there, the water is gravity fed into Tank #7, where the pH is adjusted. The water then flows directly to the Waste Water System.

FACE DOWN CLEANER: There are 3.26 GPM from the Facedown Cleaner section that is pumped up into the holding tank prior to the Waste Water System. The 16.3 GPM from the wet section is combined with the Facedown Cleaner section (total of 23.12 GPM) and is passed through the Waste Water System serving as the final filtration of silver prior to discharge to the city sewer system. The Waste Water System is discharged to the settling tank at 4 to 6 GPM over a period of time sufficient to empty the holding tanks and allow for settling and filtration. Note: The above flow rates were arrived by counting the number of spray tips and calculating the flow rate from the Spraying Systems Company specifications.

RO REJECT WATER: The RO reject water is approximately 18.8 GPM. There are 2 or 3 times per shift where the RO units turn off due to no demand thereby stopping the RO reject water flow. These downtimes usually last between 20-30 minutes. The reject water flows from the RO into the ditch inside the building after the Waste Water System and before exiting the building to the outside settling tank.

DI REGENERATION WATER: Two large DI units are regenerated every 3-4 weeks. The regeneration creates 9,000 gallons of water. This water is stored in a 10,000 gallon tank and released as a batch after pH adjustment during a time the Mirror Line is not running. A smaller DI unit is regenerated once every 12-15 weeks and produces approximately 6,000 gallons. This water is also stored in the tank and is released as a batch after pH adjustment during a time the Mirror Line is not running. This regeneration schedule varies with the production demand.

Appendix C

Combined Wastestream Formula

The Gardner Glass Products/Dreamwalls facility process wastestream is configured such that multiple regulated wastestreams are combined with dilution wastestreams after treatment but prior to an appropriate sampling point. Therefore, the Combined Wastestream Formula (CWF) will be utilized to ensure that the appropriate pretreatment standards are applied.

Regulated Wastestreams:

Silver process	4.35	GPM
Palladium process	2.60	GPM
Tin coating process	12.61	GPM
Acid cleaning process	6.82	GPM
Cerium cleaning process	8.025	GPM
Regulated Total	34.405	GPM

Dilution Wastestreams:

RO water reject	18.8	GPM
Sanitary	2.3	GPM
Dilution Total	21.10	GPM

Gardner Glass Products/Dreamwalls maintains one nine (9) hour shift per day (6 am to 3 pm). Therefore, that value was used to convert GPM to GPD for the CWF:

34.405 GPM X 60 Minutes/ Hour X 9 Hours/Workday = **18,578.70 GPD Regulated Flow**

21.10 GPM X 60 Minutes/Hour X 9 Hours/Workday = **11,397.00 GPD Dilution Flow**

29,972.70 GPD Total Flow

The Combined Wastestream Formula is used to convert categorical pretreatment limits for regulated process discharges to alternate limits for combined discharge of regulated and nonregulated flows. The Pretreatment Standards for New Sources for the Metal Finishing category (40 CFR 433.17) will be the only categorical limits applied in the calculation since all the regulated process are either one of the six core metal finishing operations or one of the 40 process operations to which the metal finishing standards apply if one of the six operations is present.

A CWF spreadsheet was used to calculate the alternate limits, but the calculation for cadmium is shown here as an example.

CWF:

$$C_T = \frac{C_i F_i}{F_i} \times \left(\frac{F_T - F_D}{F_T} \right)$$

Where:

C_T = Alternate concentration limit for the pollutant (cadmium) in the combined wastestream

C_i = Concentration-based categorical pretreatment standard for the pollutant in regulated stream i

F_i = Average daily flow of regulated stream (s) i

F_D = Average daily flow of dilute wastestream (s)

F_T = Total average daily flow of combined wastestreams

Cadmium:

40 CFR 433.17 Metal Finishing PSNS		
Pollutant:	Daily Maximum:	Monthly Average:
Cadmium	0.11 mg/l	0.07 mg/l

Daily Maximum:

$$C_T = \frac{(0.11 \text{ mg/l})(18,578.70 \text{ GPD})}{18,578.70 \text{ GPD}} \times \frac{(29,972.70 \text{ GPD} - 12,069.00 \text{ GPD})}{29,972.70 \text{ GPD}}$$

$$C_T = 0.066 \text{ mg/l}$$

Monthly Average:

$$C_T = \frac{(0.07 \text{ mg/l})(18,578.70 \text{ GPD})}{18,578.70 \text{ GPD}} \times \frac{(29,972.70 \text{ GPD} - 12,069.00 \text{ GPD})}{29,972.70 \text{ GPD}}$$

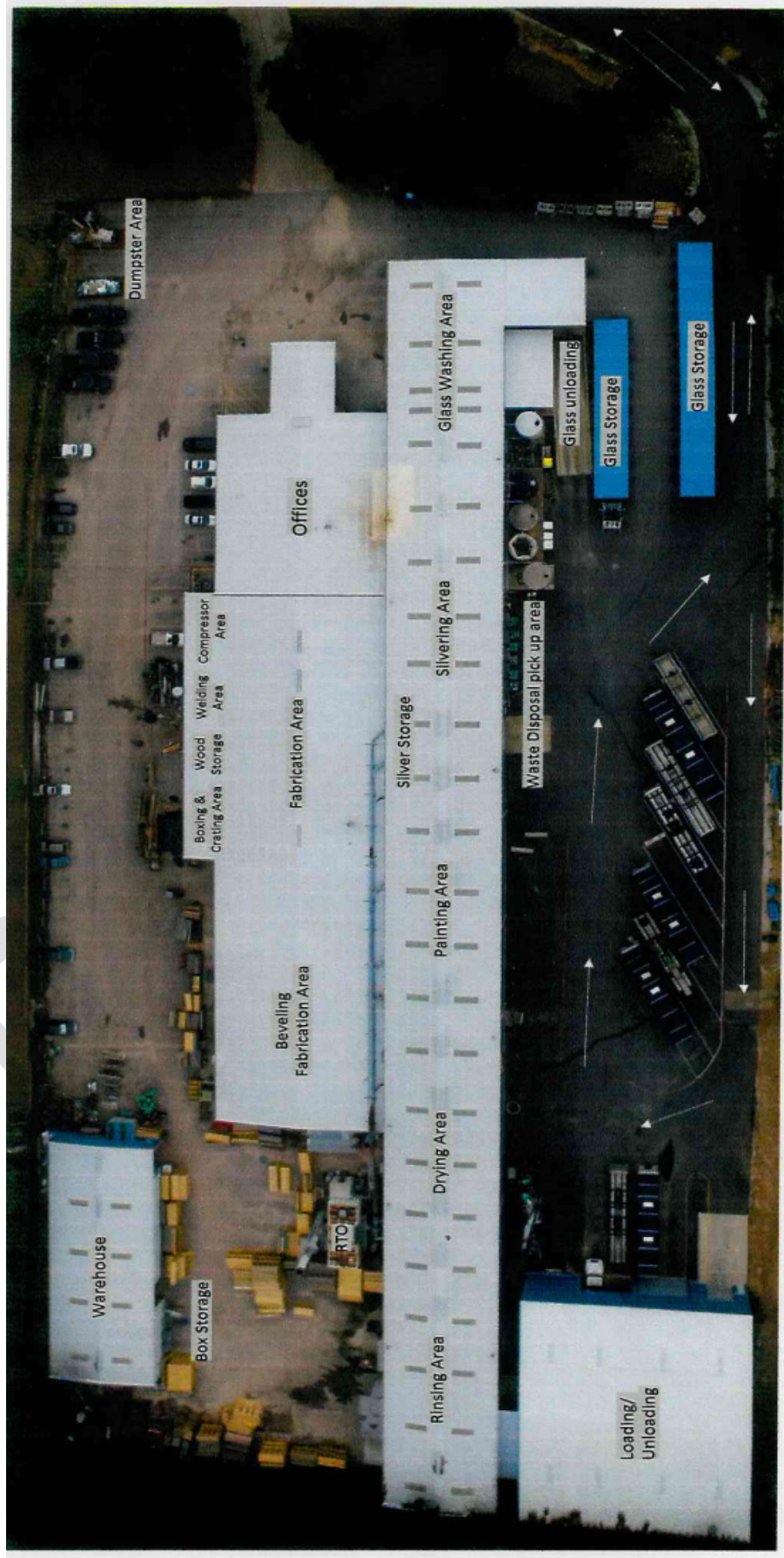
$$C_T = 0.042 \text{ mg/l}$$

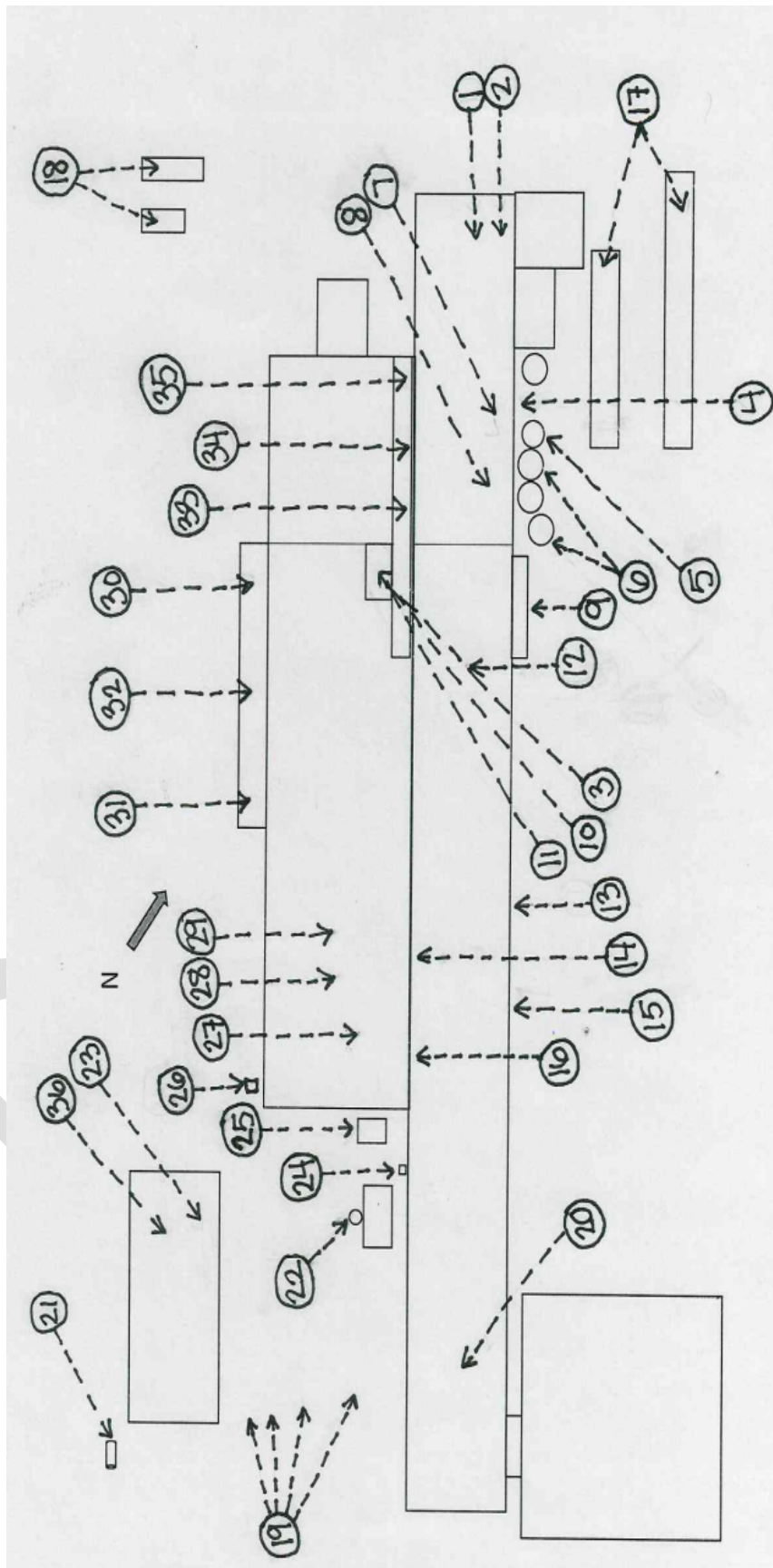
40 CFR 433.17 Metal Finishing PSNS		
Pollutant:	Daily Maximum:	Monthly Average:
Cadmium	0.11 mg/l	0.07 mg/l
Chromium	2.77 mg/l	1.71 mg/l
Copper	3.38 mg/l	2.07 mg/l
Lead	0.69 mg/l	0.43 mg/l
Nickel	3.98 mg/l	2.38 mg/l
Silver	0.43 mg/l	0.24 mg/l
Zinc	2.61 mg/l	1.48 mg/l
Cyanide	1.20 mg/l	0.65 mg/l
TTO	2.13 mg/l	NA

Alternate Limits per CWF: Outfall 001		
Pollutant:	Daily Maximum:	Monthly Average:
Cadmium	0.066 mg/L	0.04 mg/L
Chromium	1.65 mg/L	1.02 mg/L
Copper	2.02 mg/L	1.24 mg/L
Lead	0.41 mg/L	0.26 mg/L
Nickel	2.38 mg/L	1.42 mg/L
Silver	0.26 mg/L	0.14 mg/L
Zinc	1.56 mg/L	0.88 mg/L
Cyanide	0.72 mg/L	0.39 mg/L
TTO	1.27 mg/L	NA

Appendix D
Facility Diagrams



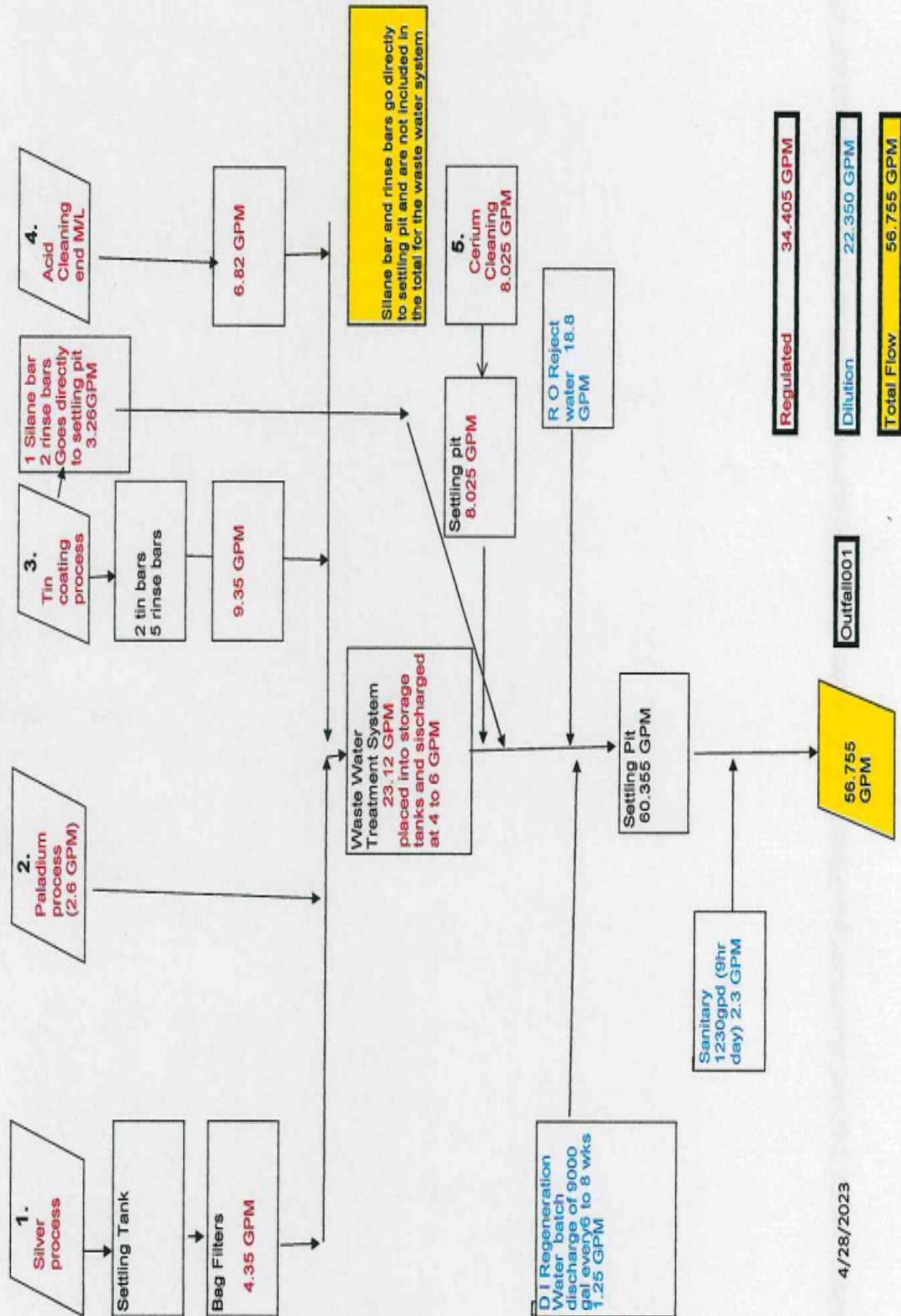


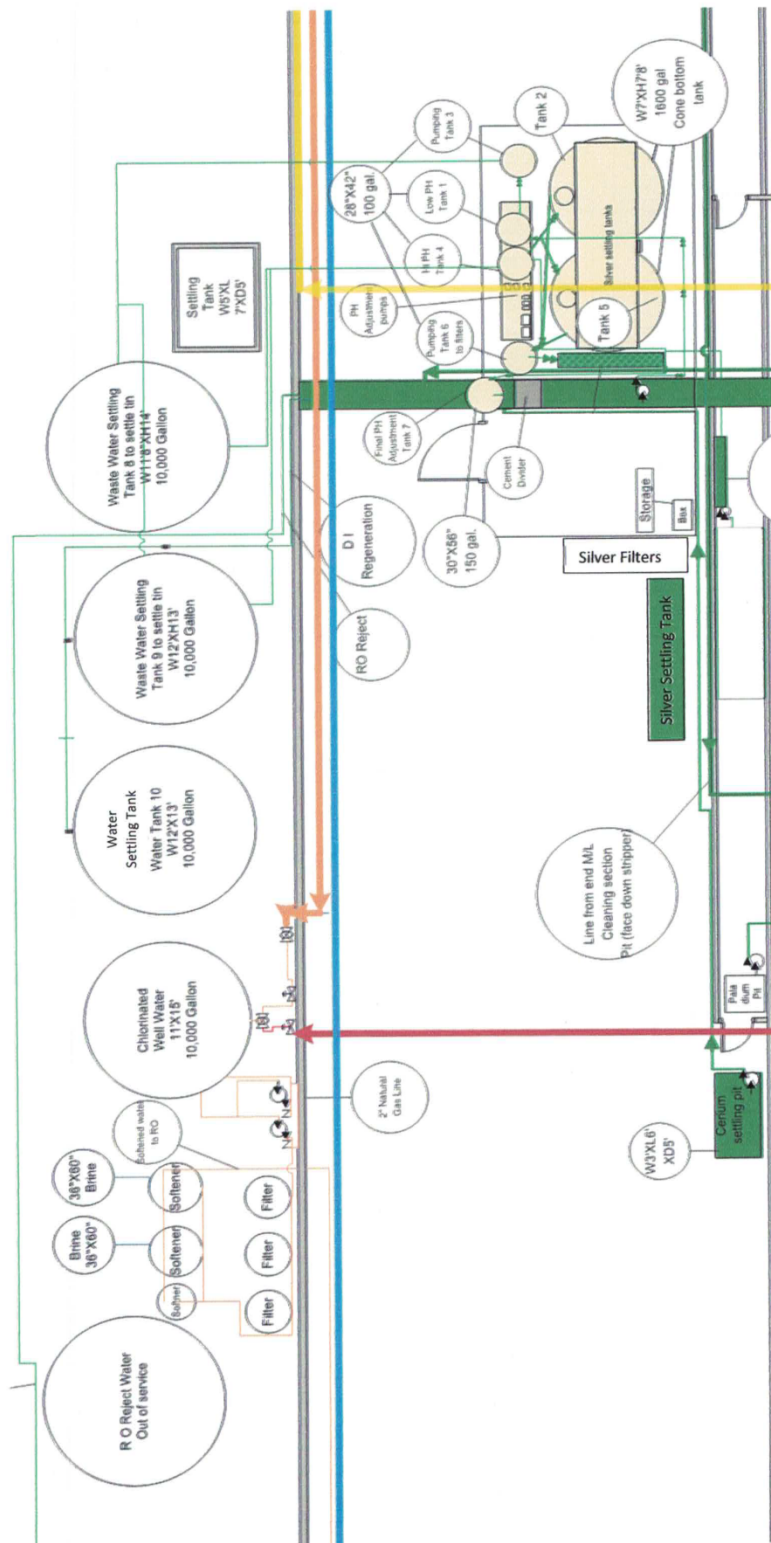


LEGEND

- | | |
|--|--|
| <ul style="list-style-type: none"> 1) De-Ionizing Water System 2) Spill Kit 3) Silver Storage 4) Waste Water System 5) Waste Water Tank Filters 6) Waste Water Tanks 7) Cerium Oxide Sump and Recovery System 8) Silver Reclamation System 9) Salt Storage 10) Palladium Chloride 11) Tin Chloride 12) Mini Bulk – HCL/Caustic Storage Containers 13) Product Storage 14) Paint Drums 15) Broken Glass Storage (for recycle) 16) Xylene (during use area) 17) Glass Rack Storage 18) Dumpster Area 19) Pallet Storage 20) Face Down Stripper 21) Water Tank & Well 22) RTO 23) Spill Kit 24) Storm Drain | <ul style="list-style-type: none"> 25) Evaporation Tank 26) Ground Level Transformer 27) Beveling Machine(s) drain sump 28) Glass Grinding Tank 29) Cerium Oxide Pits 30) Compressor Area and Coolant Storage 31) Box and Crate Building Shop 32) Wood and Lumber Storage 33) 5 – 2,000-gallon RO Water Tanks 34) Nitric Acid Drum 35) Cerium Oxide Tanks 36) Paint and Xylene Storage |
|--|--|

Water Flow Schematic





Acid Etching Line

WASTEWATER TREATMENT



WASTEWATER TREATMENT PROCESS

The wastewater treatment process involves a neutralization and precipitation reactions to remove acidic components and fluoride ions. Process water containing hydrofluoric acid (HF) is neutralized by adding lime (Ca(OH)_2), forming insoluble calcium fluoride (CaF_2) and water. Calcium chloride (CaCl_2) is added to further reduce fluoride concentration, while lime raises the pH to around 8 for effective precipitation. Coagulants such as aluminium sulfate (Al_2SO_4)₃ and flocculants are introduced to aggregate suspended solids, which are then removed by filtration. The processed water high in ammoniacal nitrogen (NH_4) is converted to gaseous ammonia (NH_3) and stripped using air towers, followed by catalytic oxidation to convert ammonia into nitrogen and Hydrogen. The processed water is then safe to discharge into the city drain.

Fluoride Probe Calibration at 10 ppm

1. Fluoride probes are calibrated every morning using reference standards.
2. Readings taken from the reference standards, along with the target value set for the production day, are saved in an Excel spreadsheet.
3. This target value is displayed at the wastewater treatment workstation.

Collection and Treatment of Wastewater

1. Wastewater from the etching line is first collected in Pit #1 and Pit #2.
2. It then flows into Wastewater Tank #1 and Tank #2 for initial storage and then into Tank #3, which serves as a buffer.
3. The water is then next sent to Tank #4 or Tank #5 for the treatment process.
4. The operator shall record the reading in cubic meters (m^3) from the treated water meter on the report at the start and end of the shift



5. When one of the treatment tanks (#4 or #5) is empty:
 - a. Ensure the bottom valve of the tank is closed.
 - b. Open the valve from Tank #3 to fill the empty tank.
 - c. Activate the pump from Tank #3 to fill the empty tank.
 - d. Monitor carefully; do not fill beyond 90% to allow space for chemical additions.
 - e. When the tank reaches 90%, stop the pump from Tank #3.
 - f. Refill Tank #3 to 50% using wastewater from Tanks #1 and #2.
6. Gradually add lime to raise the pH to 8. The pH must be 8 before filtration to achieve clean water with a pH of 7.
7. Add calcium chloride to neutralize fluoride ions.
8. Mix for 15 minutes and perform a mV test. If the value is correct, add flocculant and aluminium sulfate. If not, add more calcium and repeat.
9. Confirm pH is at 8. If below, add more lime.
10. Mix for 5 minutes.
11. Take a sample of treated water; solids should separate immediately, and the top water should be clear.
12. Perform a mV test on the clear water.
13. Open the valve of the treated tank and activate the pumps to the filter presses.
14. Filtered water from the press is directed to the ammonia treatment system before being discharged into the city drain.

Filter Press Operation

1. Monitor pressure and flow rate at the press outlet to determine when it is full.
2. When full, stop the diaphragm pump from the treatment tanks.



3. Open the air valve to drain remaining water from the press.
4. Allow air to pass for about 10 minutes.
5. Open the hydraulic valve to open the press.
6. Slide plates one by one and drop sludge cakes into the waste bin. Clean seals and central holes of each plate.
7. Full waste bins are collected and sent to a landfill without external treatment.
8. When all plates are empty, close the press using the hydraulic valve.
9. Once or twice a week, clean the press filters as scheduled by the supervisor.
10. Wash both sides of the filter using a pressure washer, positioning the filter at a slight angle to avoid splashing.
11. Wastewater from washing plates is pumped into Tank #3.
12. Wastewater from the wet scrubber is also pumped into Tank #3.
13. After treatment, the water moves to Tank #6 or Tank #7, which acts as a buffer for the ammonia system before entering the ammonia system for further processing.

Ammonia Treatment System

- Water from the Tank #6 or Tank #7 is sent to the first stripping tower.
- Water from a boiler heats the water coming from Tank #6 or Tank #7 before every stripping tower. At a higher temperature (38 °C / 100 °F), most ammoniacal nitrogen is in gaseous ammonia form.
- Three stripping towers reduce ammoniacal nitrogen concentration by recovering gaseous ammonia via countercurrent air injection.
- Air exiting the towers, loaded with ammonia gas, is sent to a catalytic oxidation system.



- It first passes through a heat exchanger powered by gases from the catalytic oxidizer to increase temperature before entering a combustion chamber heated by a natural gas burner.
- Hot gases then enter the catalytic oxidation system, where over 90% of ammonia is destroyed at low oxidation temperature due to the catalyst.
- Gases exiting this system are cooled in the heat exchanger and discharged through a new stack.
- Water leaving the last stripping tower is then respecting all requirements to safely discharge to the city sewer.

OK



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 1.h.

Agenda Item: Consider approving the amendment to the Oakwood Cemetery Mowing and Trimming contract.

Initiating Department/Presenter: Parks and Leisure

Presenter:

Penny Joiner, Director of Parks and Leisure

Recommended Motion: Move to approve the amendment to the Oakwood Cemetery Mowing and Trimming Agreement to include services to various city locations.

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

Discussion: Staff would like to amend the Oakwood Cemetery Mowing and Trimming Services Contract (Bid # 25-41) that was approved on December 16, 2025, to include services for various city locations.

The Mowing, Trimming, and Landscaping Services — Various Locations (Bid # 24-13) expired on December 31, 2025. The proposed amendment to the Oakwood Cemetery Mowing and Trimming Contract expands the scope of services to include mowing, trimming, and landscaping at multiple City facilities, including the Wynne Home, the Huntsville Public Library, the Police Department, and Fire Stations 1, 2, and 4, which are currently served by the same contractor: Precision L&L. Additionally, the amendment incorporates services for the new City Hall facility once the grounds maintenance becomes the city's responsibility.

By combining these services under a single agreement, the City streamlines contract administration and maintains service continuity, limiting disruption to these high-profile/high-visibility facilities.

This amendment will remain in effect through December 31, 2026, at which time the consolidated services will be rebid.

Previous Council Action: City Council approved the Oakwood Cemetery Mowing and Trimming Services Contract on December 16, 2025.

Financial Implications: Oakwood Cemetery Mowing and Trimming (April - December 2026): \$27,600
Various City Locations Mowing and Trimming (April - December 2026) \$28,320

**This estimate includes the addition of the new City Hall.*

Amendment Agreement *Estimated* Total: \$55,920

Approvals:

Penny Joiner

Sam Masiel

Scott Swigert

Leonard Schneider

Kristy Doll

Associated Information:

1. NO. 25-41.1 Amendment Oakwood Cemetery Mowing and Trimming Services (2)



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

REQUEST FOR PROPOSAL (RFP) NO. 25-41 **“Oakwood Cemetery Mowing and Trimming Services”**

CONTRACT AMENDMENT# 1

This contract amendment has been formally agreed upon by both the City and the current service provider, Precision L & L LLC. The primary purpose of this amendment is to consolidate services by adding the locations previously included in Invitation to Bid No. 24-13- Mowing, Trimming and Landscaping Services – Various Locations, into Request for Proposal (RFP) No. 25-41- Oakwood Cemetery Mowing and Trimming Services. Under this agreement, all original terms and conditions stipulated in RFP No. 25-41 shall remain in effect, and the additional terms merged from Bid No. 24-13 will also apply to the expanded scope of work.

Due to the contract amendment the City of Huntsville will need a FORM 1295 from current service provider, Precision L & L LLC prior to engagement of new terms. Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

Service Provider Responsibilities

- All work to take place during the day light hours – Sun up to sun down, unless prior approval for night work is gained (8:00 A.M. – 5:00 P.M.);
- Funeral Services may happen during business hours, should this happen, please perform services at a different section of the cemetery.
- To pick up and remove all paper, plastic, metal trash, fallen branches, tires or any material in the assigned public right of ways prior to mowing.
- When possible, all litter shall be placed in bags and near the roadway for pick-up. All large debris shall be clearly marked and placed near the roadway.
- No litter piles/bags shall block any sidewalk, driveway or other path way.
- All litter bags or debris piles collected shall be pick-up daily and properly discarded/recycled. Any litter not properly discarded/recycled shall be grounds for immediate termination. The service provider shall be responsible for all costs associated with improper handling of any litter or debris.
- Lawn and flowerbed maintenance includes but is not limited to pruning, hedging, mulching, weeding, removal of dead plants, groundcover trimming/spraying, monitoring, and removal of brown leaves.
- The service provider is to add mulch to flowerbeds – once in the spring and once in the fall. In addition, mulch is to be added whenever needed to maintain a well-kept appearance. Fresh mulch can be added on top of old mulch, but the existing layer should first be loosened to improve

drainage and air movement.

- Trim fringe around buildings, posts, trees, other raised objects, shrubs cheering and all other services to keep a healthy, clean, safe and attractive landscape.
- Any service area that contains crushed granite or gravel shall be sprayed with weed treatment regularly.
- Any ant mounds found in service areas should be treated with a liquid ant control product.
- Provide SDS sheets for all chemicals that are routinely used for the completion of services requested. The City reserves the right to disallow the use of any specific chemical. The service provider is to provide alternative treatment options if necessary.
- Shall provide any/all appropriate licenses and insurance information to the City.
- Shall provide all labor, equipment, tools, water, safety equipment, transportation etc. for proper execution and completion of all work.
- To provide on-site supervisor and cell phone number.
- To provide before and after photos to be submitted with invoice when possible.
- All work crew members shall be required at a minimum to wear a high visibility safety vests.
- All vehicles being used shall display the service providers contact information.
- Service provider shall be responsible for any injuries to provider's staff or damage to any Cityowned property or equipment.

Service Dates

Contractor shall complete the mowing and/or trimming on Thursday and Friday (use one or both days) as listed below. Trimming will need to be performed at all cemetery locations to included but not limited to: tombstones, gates, sidewalks, trees, shrubs, etc. Items placed on the gravesite will not need to be moved, you will only be require to trim or mow around such items. The mowing contract will consist of the tentative schedule listed below however, the City may need less mowing services in the winter months or additional mowing and trimming in between on an as needed basis. Vendor will be notified 5 days prior to this need. The City of Huntsville has sole determination to determine the number of mowing and trimming, areas and dates of mowing and trimming.

Description	Months
Weekly Mowing's	March – June
Bi-Weekly Mowing's	July – September
Monthly Mowing's	October – February
*Additional mowing may be required	

Weekday	Monday	Tuesday	Wednesday	Thursday	Friday
Location	City Hall (once construction is complete)	Library & Fire Station 2	Fire Station 1 & 4	Wynee Home Arts and Visitor Center	Police Department

Item B

Value and Cost: Price Table All pricing quoted shall be all-inclusive including all labor cost, insurance,overheard profit, travel time, mileage and be exclusive of taxes. No additional charges will be allowed.Any reference to area/zone is not guaranteed and can be adjusted plus or minus.

Oakwood Cemetery Description – Location for Mow and Trimming		Unit Price per mowing and trimming	Estimated # of hours to complete the area	Unit Price per mowing and Landscaping	Estimated # of hours to complete the area
1	Original Section 700 9th Street Huntsville, TX	\$600	4 hours	NA	NA
2	Adickes Addition 801 Martin Luther King Jr. Dr. Huntsville, TX	\$400	2.50 hours	NA	NA
3	Mayes Addition 901 Martin Luther Kink Jr. Dr. Huntsville, TX	\$200	1.50 hours	NA	NA
Total	30 acers is the total amount of acers for the 3 locations listed as: Original Section Adickes Addition Mayes Addition (to include road frontage)	\$1,200	6-8 hours	NA	NA
4	Additional Mowing per Acre	\$50 (price per acer)	.5 (hours per acer)	NA	NA
5	Additional Services Offered	Irrigation install & repair, tree trimming, tractor mowing & full landscaping			
6	Huntsville Police Department 560 FM 2821 W Huntsville, TX 77320	\$385	3 hours	\$875	6 hours
7	Fire Station No. 1 1987 Veterans Memorial Pkwy Huntsville, TX 77340	\$125	1.25 hours	\$300	2.5 hours
8	Fire Station No. 2 2109 Sam Houston Ave Huntsville, TX 77340	\$125	1.0 hours	\$425	4.5 hours
9	Fire Station No. 4 1619 Hwy 30 E Huntsville, TX 77320	\$135	1.5 hours	\$350	3 hours
10	Huntsville Public Library 1219 13th Street Huntsville, TX 77340	\$150	1.5 hours	\$300	3 hours
11	Wynne Home Arts and Visitor Center 1428 11 th ST Huntsville, TX 77340	\$175	1.75 hours	\$350	4 hours
12	New City Hall 1212 Ave M Huntsville, TX 77340	\$130	.5 hour	\$200	1 hour
13	Additional Mowing and Trimming	\$65 per acer		\$65 per acer	
14	Additional Mowing and Trimming and Landscaping	\$100 per acer		\$100 per acer	
15	Additional Area Next to PD	\$100 ea.		.75 hours	

*Note: Mowing and Trimming includes: mow, trim, blow, trimming hedges as needed, spraying weeds in flowerbeds and concrete areas. Mow, Trimming , and Landscape Includes: everything in normal service plus the cost of mulch and labor to install.

Agreement

The undersigned parties agree to all the terms and conditions of this Amendment and authorize its execution as of the date written below.

	<u>4/8/2026</u>
City of Huntsville	Date
	<u>4/8/2026</u>
Precision L & L LLC	Date

Property Images

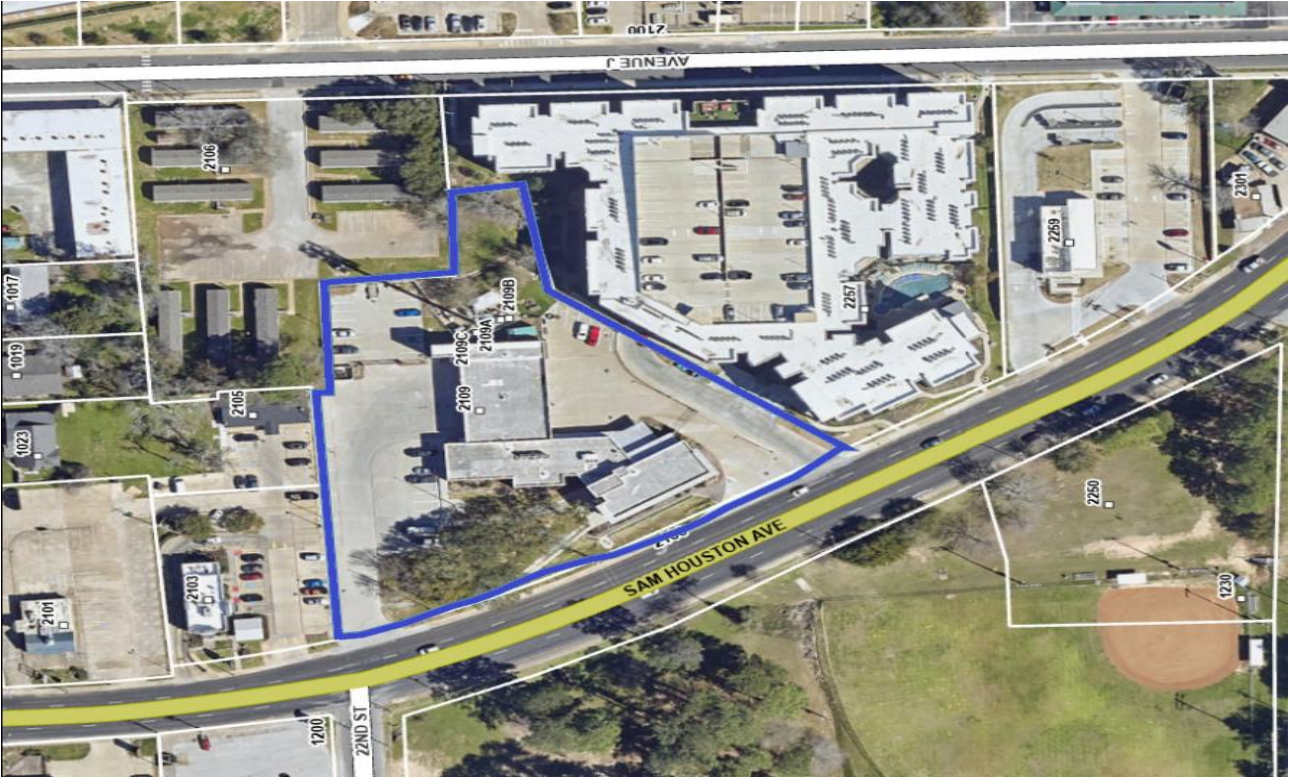
Police Department



Fire Station 1



Fire Station 2



Fire Station 4



City Hall

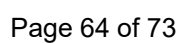
(Once construction is completed)



Sam Houston Visitor Center/Statue



The first 10 parking spots on the parking lot across the street will require maintenance on either side.



Certificate of Interested Parties Form 1295

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CITY COUNCIL AGENDA

4/21/2026

Agenda Item Number: 2.a.

Agenda Item: Consider and authorize the City Manager to enter into hangar, building, and tie-down lease agreements at Huntsville Municipal Airport.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: Motion to approve the lease agreement and authorize the City Manager to enter into hangar, building, and tie-down lease agreements at Huntsville Municipal Airport.

Strategic Initiative:

Discussion: With the transition of Huntsville Municipal Airport operations to the city from the FBO, there is a need for a formal hangar, building, or tie-down lease agreement. Currently, there are 58-based aircraft that utilize city hangars and additional tie-down locations for storage of their aircraft. Each of these needs to be placed into a formal agreement with the city.

This agreement is to be established to ensure that all parties adhere to the requirements of local, state and federal regulations for the usage of the airport. The term of the agreement will be for a 12-month term with renewals at each term.

Should the Council move to approve the lease agreement and authorize the City Manager to be able to enter into the lease agreement, staff will coordinate the transition with existing tenants.

Previous Council Action: No previous action.

Financial Implications: There is an estimated monthly revenue of \$23,000.00 per month that will contribute to the airport operations budget.

Approvals:

Layne Yeager
Ricardo Villagrand
Kristy Doll

Associated Information:

1. City of Huntsville model_lease_agreement_Final

Huntsville Municipal Airport Lease Agreement

This lease is entered into this _____ day of _____, 20____, between the City of Huntsville, hereinafter referred to as the “Lessor” and is the owner of the Huntsville Municipal Airport, hereinafter referred to as “Airport” and _____ (a corporation, partnership, or sole proprietor), hereinafter referred to as “Lessee” who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain Hangar/Building/Tie-Down as stated herein;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

Section 1. Leased Area

- A. Hangar/Building/Tie-Down– Lessor does hereby lease to Lessee Hangar/T-hangar/Building/Tie-Down Building _____, Bay. _____ and incorporated herein, all hereafter referred to as the “Hangar/Building/Office” and located on the Airport. Lessee hereby leases the said Hangar/Building/Office from Lessor subject to the terms, considerations, and privileges stated herein.

Section 2. Term

This lease shall be for the term of 12 months, Thereafter, this lease may be renewed on _____, 20____, of each year upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than thirty (30) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor.

Section 3. Consideration

- A. In consideration for the lease of the Hangar/Building/Tie-Down referenced herein, Lessee hereby agrees to pay monthly/yearly the sum of \$ _____. The first month’s/year’s payment to be made in advance. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.
- B. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at yearly intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce’s Consumer Price Index (CPI). Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate.
- C. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Huntsville, Texas, by mail, online, or delivery.
- D. In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the second (2) days after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than 15 days, this lease may be terminated by Lessor as further defined in Section 7. – Termination.
- E. Lessee agrees that he will at all times keep the premises of the /Hangar/Building/Tie-Down, including the inside and the outside of the Hangar/Building/Tie-Down, clean and free of trash, litter,

weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all chemicals plus their containers used at the airport. Should Lessee fail to keep the leased /Hangar/Building/Tie-Down clean and free of hazards, Lessor may, after 7 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F. Taxes, Fees, Insurance, and Bond – Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar/Building/Tie-Down and is required herein to provide general liability insurance in an amount not less than ONE MILLION DOLLARS (\$ 1,000,000.00) per occurrence with bodily injury and property damage, aircraft public liability and property damage insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. Lessor shall be listed as beneficiary in the event of damage to the Airport for which Lessee is liable and cannot or will not be rectified. Certificates of such required insurance and bond shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have prior written approval of Lessor.

Section 4. Permitted Use

- A. Lessee agrees that the leased Hangar/Building/Tie-Down may be used for any noncommercial aeronautical activity, which must be made known to and agreed upon by Lessor, and for no other purposes.
- B. Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport for a maximum of seven (7) days unless arrangements have been made with the Airport Operations Manager.
- C. Lessee may store of aviation oil inside the Hangar for use in his aircraft so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of the local fire marshal, with written approval, if allowed under local fire codes.

Section 5. Restricted Use

- A. Lessee agrees that the usage of the Hangar/Building/Tie-Down plus any associated apron shall be limited to the parking/hangaring of his personal/company-owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Hangar/Building/Tie-Down
- B. Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sightseeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other activity at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- C. Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Hangar/Building/Tie-Down except as authorized in Section 4.c.

without the written consent of Lessor.

- D. Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- E. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- F. Lessee agrees not to make any additions or modifications to the Hangar/Building/Tie-Down unless agreed upon by both parties in writing. In event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.
- G. Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar/Building/Tie-Down
- H. Lessee may shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft;
- I. Lessee must provide the Lessor with a key or combination to the lock that is used to secure the hangar. This key must be provided to the Airport Operations Manager for routine inspections and emergency events.

Section 6. Sublease, Assignment, or Sale

The Lessee shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this contract agreement.

Section 7. Termination

- A. This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 45 consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar/Building/Tie-Down would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing with a thirty (30) day notification. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract, except as contained in paragraph 7.D. hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or

entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

- D. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E. If not removed within a set timeframe of 45 days, the aircraft may be deemed abandoned, allowing the airport to sell or dispose of it per local, state, or federal laws.

Section 8. Hold Harmless

Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees. This indemnity agreement shall apply and protect Lessor and its agents, servants, and employees even though it be contended, or even established, that said Lessor or its agents, servants, or employees were negligent or that their conduct or omission in any way caused or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

Section 9. Maintenance of Landing Area

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this contract and no damages or monies or other compensation will be owed to the Lessee by Lessor.

Section 10. Exclusions

- A. This contract agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Hangar/Building/Tie-Down and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Building/Hangar, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, This contract agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this contract agreement shall be in Walker County, Texas.
- E. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal

or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

Section 11. Proof of Ownership

On the commencement date of this Lease, the Lessee shall maintain an airplane on the premises. This means the aircraft shall be based at the Huntsville Municipal Airport as defined by the Federal Aviation Administration (FAA). The following information shall be provided.

- A. Aircraft Type
- B. Serial Number
- C. Registration Number
- D. Present Condition of Aircraft (Airworthy or Not Airworthy)
- E. Present Market Value of Aircraft
- F. Insurance Certificate(s)
- G. Contact Information
 - i. Owners Name _____
 - ii. Address _____
 - iii. Phone Number _____
 - iv. Email Address _____

EXECUTED this _____ day of _____, 20__.

Sponsor: City of Huntsville

City Manager

Approved as to Form:

City Attorney

Attest: _____

City Secretary/County Clerk



CITY COUNCIL AGENDA

4/21/2026

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: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: na

Strategic Initiative: na

Discussion: na

Previous Council Action: na

Financial Implications: na

Approvals:

Sam Masiel

Leonard Schneider

Kristy Doll

Associated Information: