

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, JUNE 16, 2026

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.

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.*

PROCLAMATION

- a.** Proclamation No. 2026-15 Honoring Dr. Scott Sheppard
Russell Humphrey, Mayor
- b.** Proclamation No. 2026-17 National EMS Week
Kristy Doll, City Secretary

PUBLIC HEARING

- a.** Public Hearing regarding the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 210 FM 247, Property ID #13969 and #74982.
Layne Yeager, Development Services Director
- b.** Public Hearing regarding the Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR) located at El Road and Old Colony Road, Property IDs 32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218.
Layne Yeager, Development Services Director
- c.** Public Hearing regarding the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 328 FM 247, Property ID #13890.
Layne Yeager, Development Services Director

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 June 2, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary
- b.** Consider adoption of Ordinance 2026-17, to amend the budget for FY 25-26 and/or CIP Project Budgets.

Lance Hall, Finance Director

- c. Consider Resolution No. 2026-22 authorizing the submission of an application to the Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$560,000 for acquisition of a Brush/Attack Vehicle and authorizing the City Manager to accept the grant, if awarded.
Christina Bodin-Turner, Grants Manager
- d. Consider Resolution No. 2026-21 authorizing the submission of an application to the Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$440,000 for the acquisition of firefighter personal protective equipment and thermal imaging cameras and authorizing the City Manager to accept the grant, if awarded.
Christina Bodin-Turner, Grants Manager
- e. Consider authorizing the City Manager to approve Professional Services Agreement Amendment #2 with Aurora Technical Services, LLC for water line replacement along 10th Street, from Old Madisonville Road to Avenue M, Project # 26-10-03.
Kathlie Jeng-Bulloch, City Engineer

2. STATUTORY AGENDA

- a. Consider authorizing the City Manager to amend Task Order No. 2 of the Master Services Agreement with Stuart Consulting Group, Inc. for NRCS grant administration services related to Disaster Declaration DR-4798.
Christina Bodin-Turner, Grants Manager
- b. **First Reading** — Consider Ordinance 2026-16 for the Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR) located at El Road and Old Colony Road, Property IDs 32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218.
Layne Yeager, Development Services Director
- c. **First Reading** — Consider Ordinance 2026-15, the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 328 FM 247, Property ID #13890.
Layne Yeager, Development Services Director
- d. **First Reading** — Consider Ordinance 2026-14 the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 210 FM 247, Property ID #13969 and 74982.
Layne Yeager, Development Services Director
- e. Consider authorizing the City Manager to amend the locations of the existing ground leases GL-1,3,4, and 5 at the Huntsville Municipal Airport.
Layne Yeager, Development Services Director

3. CITY COUNCIL/MAYOR/CITY MANAGER

- a. Consider approving the City of Huntsville City Hall, 1212 Avenue M, Huntsville, TX 77340, as the location for the City Council meetings beginning July 21, 2026.
Kristy Doll, City Secretary

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 for consultation with attorney to receive legal advice regarding a Section 287(g) Task Force Model Memorandum of Agreement with Immigration and Customs Enforcement.

Robby Chapman, City Attorney
Darryle Slaven, Chief of Police

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: June 10, 2026

TIME OF POSTING: 4:00 p.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: a.

Agenda Item: Proclamation No. 2026-15 Honoring Dr. Scott Sheppard

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: N/A

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

Discussion:

Previous Council Action:

Financial Implications: N/A

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: b.

Agenda Item: Proclamation No. 2026-17 National EMS Week

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: n/a

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: n/a

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: a.

Agenda Item: Public Hearing regarding the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 210 FM 247, Property ID #13969 and #74982.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: N/A

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 received an application from the applicant, Zealhouse Church, for a Zoning District Map Amendment for a called 20.03-acre tract of land located at 210 FM 247, Walker County Property ID #13969 and #74982 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

The surrounding properties are developed and undeveloped, with zoning identified as Mixed Use, Medium Density Residential and High Density Residential. The proposed usage of this property is for a religious assembly. The property is currently 2 lots, which they will replat into one.

Previous Council Action: N/A

Financial Implications: None

Approvals:

Layne Yeager

Ricardo Villagrand

Scott Swigert

Robby Chapman

Sharon Schultz

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: b.

Agenda Item: Public Hearing regarding the Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR) located at El Road and Old Colony Road, Property IDs 32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: N/A

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 received an application from the property owner for a Zoning District Map Amendment for a total of 5.45-acre tracts of land located in the City of Huntsville, Walker County Property IDs #32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218, to change the Zoning District classification from Medium Density Residential (MR) to Simple Living Residential (SLR).

Adjacent adjoining properties are designated as Medium Density Residential and Simple Living Residential. The surrounding properties are developed and undeveloped, with zoning identified as primarily Medium Density Residential (MR), Simple Living Residential and Public/Institutional (PI) nearby.

The proposed usage is for the placement of a manufactured home at the property at 1208 El Rd. Many homes in this neighborhood are manufactured homes, and the applicant would like to place one on their lot. As identified in the Development Code Article 4.203, it is allowed only if you are replacing an existing manufactured home located within MR zoning areas. They are requesting a zone change for the eleven lots so they can place a new manufactured home on their vacant lot, which is not allowed within the city unless it is in the SLR district.

Previous Council Action: N/A

Financial Implications: None

Approvals:

Layne Yeager
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: c.

Agenda Item: Public Hearing regarding the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 328 FM 247, Property ID #13890.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: N/A

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 received an application from the applicant, Delfino Grajales, for a Zoning District Map Amendment for a called 2.39-acre tract of land located at 328 FM 247, Walker County Property ID #13890 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

The surrounding properties are developed and undeveloped, with zoning identified as Mixed Use and Medium Density Residential. The proposed usage of this property is for a proposed nursery and landscape business.

Previous Council Action: N/A

Financial Implications: None

Approvals:

Layne Yeager
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the June 2, 2026, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the June 2, 2026, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:

1. June 2, 2026 City Council Meeting Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 2ND DAY OF JUNE 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 Workshop and Regular Session with the following:

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

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Robby Chapman, City Attorney

OFFICERS ABSENT:

WORKSHOP (5:30 p.m.)

- a. **The City of Huntsville Employee Scholarship Committee will host a Reception for the Class of 2026 Scholarship Recipients.**
Jesse Ferguson, Scholarship Committee Chairman

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. 2026-16 National Police Week**
Russell Humphrey, Mayor

PRESENTATIONS

- a. **The City of Huntsville Employee Scholarship Committee will recognize the Class of 2026 Scholarship Recipients.**
Jesse Ferguson, Scholarship Committee Chairman
- b. **Presentation of Delinquent Tax Collection Report by Leslie Schkade of Perdue Brandon Fielder Collins & Mott LLP.**
Lance Hall, Finance Director

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 May 19, 2026, Regular City Council Meeting.**
Kristy Doll, City Secretary

- b. Consider the acceptance of the Monthly Financial Report for the month of April 2026.**
Lance Hall, Finance Director
- c. Consider authorizing the City Manager to enter into an agreement with UES Professional Solutions 64, LLC for environmental professional services for the Autumn Lake Flood and Drainage, and MLK Street Improvements Projects funded by a Grant from the Texas General Land Office (GLO) under the Regional Mitigation Program (RMP).**
Kathlie Jeng-Bullock, City Engineer

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

2. STATUTORY AGENDA

- a. Consider approving Resolution 2026-20, approving a bond resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”.**
Lance Hall, Finance Director
Ricardo Villagrand, Assistant City Manager

Councilmember Anissa Antwine made a motion to approve Resolution No. 2026-20, approving a Bond Resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- b. Consider approving Resolution No. 2026-19 for Private Resale of Tax Trust Property at 119 Smith Hill Road on Account No. 54832 pursuant to Texas Property Tax Code Section 34.05.**
Lance Hall, Finance Director

Councilmember Vicki McKenzie made a motion to approve Resolution No. 2026-19 to resale property at 119 Smith Hill RD to Valeria Yvette McAdams in accordance with Section 34.05 (a) and (i) of the Property Tax Code. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- c. First Reading - Consider authorizing the City Manager to enter into an agreement with LJA Engineering for professional engineering services for the Drainage Projects included in the Drainage Utility Fees.**
Kathlie Jeng-Bullock, City Engineer

Councilmember Bert Lyle made a motion to waive the two-reading requirement and authorize the City Manager to enter into an agreement with LJA Engineering for professional engineering services for Drainage Projects which was included in the Drainage Utility Fees, in the amount of \$874,146.00. This authorization is for Drainage System B, System C, and 27” Sanitary Sewer reroute at the Elkins Lake Subdivision downstream of the Woods at the Elkins Lake development. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Councilmembers announced Items of Community Interest.

6. EXECUTIVE SESSION

- a. **City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 for consultation with attorney to receive legal advice regarding Casey v City of Huntsville, Cause No. 14770CV; appeal of Castilleja v City of Huntsville, Cause No. 2331107; SOAH Docket No. 473-26-11795/Public Utility Commission Docket No. 58983; settlement agreement related to City of Huntsville v ADG, Inc., Cause No. 2230703.**
Robby Chapman, City Attorney

City Council convened in Executive Session at 6:46 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 7:28 p.m.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 7:28 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 1.b.

Agenda Item: Consider adoption of Ordinance 2026-17, to amend the budget for FY 25-26 and/or CIP Project Budgets.

Initiating Department/Presenter: Finance

Presenter:

Lance Hall, Finance Director

Recommended Motion: Move to adopt Ordinance 2026-17 to amend the budget for FY 25-26 and/or CIP Project Budgets.

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

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

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

Financial Implications: See the attached Ordinance 2026-17 and related Budget Amendments.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Exhibit A - Library Grant Revenue
2. ORDINANCE 2026-17 to amend budget

Budget Amendments FY 25-26
June 16, 2026
Finance Committee and City Council

Exhibit A

Increase: Library Grant -Revenue		\$ 2,000
Increase: Library Purchases -Special Monies		\$ 2,000
Explanation:	This amendment is for the H-E-B Summer at the Library grant award administered through the Texas Library Association, providing funding to support the Library's summer programming activities. The City received grant funds in the amount of \$2,000 for this purpose. This budget adjustment records the grant revenue and appropriates the funds for the approved program expenses.	

ORDINANCE NO. 2026-17

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on this the 16th day of June 2026

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

APPROVED AS TO FORM:

ATTEST:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 1.c.

Agenda Item: Consider Resolution No. 2026-22 authorizing the submission of an application to the Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$560,000 for acquisition of a Brush/Attack Vehicle and authorizing the City Manager to accept the grant, if awarded.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-22 authorizing the submission of an application to the Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$560,000 and authorizing the City Manager to act as the City's Authorized Representative and accept the grant, if awarded.

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

Discussion: The City of Huntsville proposes to submit an application under the FEMA Assistance to Firefighters Grant (AFG) Program for acquisition of a Brush/Attack Vehicle for the Huntsville Fire Department.

The proposed vehicle would replace a 2004 Ford F-350 currently used for personnel transport, support operations, and towing the department's hazardous materials trailer. In addition to replacing the aging vehicle, the new apparatus would provide wildland firefighting capability, onboard water and pump capacity, personnel transport for four firefighters, hazardous materials support, water operations support, and mutual aid response capability while improving firefighter safety through compliance with current NFPA 1900 standards.

The City intends to submit an application in an amount not to exceed \$560,000. If awarded, the City would be responsible for the required 10 percent local match, currently estimated at approximately \$50,909.

Approval of this item authorizes the City Manager to act as the City's Authorized Representative for purposes of submitting the application and, if awarded, accepting and executing the grant agreement and related project documents.

Previous Council Action: None

Financial Implications: Grant request not to exceed \$560,000 with an estimated City match of \$50,909

if awarded.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY25 AFG Resolution 2026-22 rev

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM IN AN AMOUNT NOT TO EXCEED \$560,000 FOR ACQUISITION OF A BRUSH/ATTACK VEHICLE AND ACCEPTANCE OF FUNDS IF AWARDED; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE TO ACT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE TO ACT ON BEHALF OF THE CITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council desires to ensure the safety of its citizens and visitors, and the Huntsville Fire Department is charged with protecting lives and property through emergency response services; and

WHEREAS it is necessary and in the best interest of the City of Huntsville to apply for funding under the FY 2025 Assistance to Firefighters Grant (AFG) Program for acquisition of a Brush/Attack Vehicle; and

WHEREAS the City Council supports this application and recognizes the importance of providing firefighters with safe, reliable, and effective emergency response equipment;

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

SECTION 1: An application is hereby authorized to be submitted on behalf of the City of Huntsville to the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$560,000 for acquisition of a Brush/Attack Vehicle.

SECTION 2: The application will request funding in an amount not to exceed \$560,000 and include the required local match. The City's local share is currently estimated at approximately 10 percent of eligible project costs, or approximately \$50,909.

SECTION 3: The City agrees that, in the event of loss or misuse of federal funds, the funds will be returned in full.

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 in connection with this application and the City's participation in the FY 2025 Assistance to Firefighters Grant (AFG) Program.

PASSED, APPROVED AND ADOPTED on this 16th day of June, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 1.d.

Agenda Item: Consider Resolution No. 2026-21 authorizing the submission of an application to the Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$440,000 for the acquisition of firefighter personal protective equipment and thermal imaging cameras and authorizing the City Manager to accept the grant, if awarded.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to approve Resolution No. 2026-21 authorizing the submission of an application to the Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$440,000 for the acquisition of firefighter personal protective equipment and thermal imaging cameras and authorizing the City Manager to accept the grant, if awarded.

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

Discussion: The City of Huntsville proposes to submit an application under the FEMA Assistance to Firefighters Grant (AFG) Program for the acquisition of replacement firefighter personal protective equipment (PPE) and thermal imaging cameras for the Huntsville Fire Department.

The proposed project would replace aging bunker gear and provide thermal-imaging cameras to improve firefighter safety, situational awareness, victim location, and emergency response operations. The requested equipment will assist the department in maintaining compliance with applicable safety standards while protecting firefighters and the community.

Final quantities and pricing are currently being finalized with the Fire Department. The City intends to submit an application in an amount not to exceed \$440,000. If awarded, the City would be responsible for the required 10 percent local match, currently estimated at approximately \$40,000.

Approval of this item authorizes the City Manager to act as the City's Authorized Representative for purposes of submitting the application and, if awarded, accepting and executing the grant agreement and related project documents.

Previous Council Action: None

Financial Implications: Grant request not to exceed \$440,000 with an estimated City match of approximately \$40,000 if awarded.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. FY25 AFG Resolution 2026-21 rev

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM IN AN AMOUNT NOT TO EXCEED \$440,000 FOR ACQUISITION OF FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT AND THERMAL IMAGING CAMERAS AND ACCEPTANCE OF FUNDS IF AWARDED; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE TO ACT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City desires to ensure the safety of its citizens and visitors, and the Huntsville Fire Department is charged with protecting lives and property through emergency response services; and

WHEREAS it is necessary and in the best interest of the City of Huntsville to apply for funding under the FY 2025 Assistance to Firefighters Grant (AFG) Program for acquisition of firefighter personal protective equipment and thermal imaging cameras; and

WHEREAS the City Council supports this application and recognizes the importance of providing firefighters with safe, reliable, and effective emergency response equipment;

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

SECTION 1: An application is hereby authorized to be submitted on behalf of the City of Huntsville to the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program in an amount not to exceed \$440,000 for acquisition of firefighter personal protective equipment and thermal imaging cameras.

SECTION 2: The application will request funding in an amount not to exceed \$440,000 and include the required local match, currently estimated at approximately \$40,000.

SECTION 3: The City agrees that, in the event of loss or misuse of federal funds, the funds will be returned in full.

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 in connection with this application and the City's participation in the FY 2025 Assistance to Firefighters Grant (AFG) Program.

PASSED, APPROVED AND ADOPTED on this 16th day of June, 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 1.e.

Agenda Item: Consider authorizing the City Manager to approve Professional Services Agreement Amendment #2 with Aurora Technical Services, LLC for water line replacement along 10th Street, from Old Madisonville Road to Avenue M, Project # 26-10-03.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion:

Move to authorize the City Manager to approve Professional Services Agreement Amendment #2 with Aurora Technical Services, LLC, for water line replacement and upsizing along 10th Street from Old Madisonville Road to Avenue M in an amount not to exceed \$44,020.00.

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

Discussion:

The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection.

The City Council authorized the City Manager to enter into an agreement with Aurora Technical Services for professional engineering services for the FY23-24 Waterline Replacement Projects on the February 20, 2024, Agenda.

In March 2024, we received a waterline break report on Old Madisonville Road, which is near the Aurora scoped area. Based on several conversations with Public Works, we realized that the existing Ductile Iron waterline along Old Madisonville has experienced many breaks during the past 6 months. The Council authorized the City Manager to approve additional services with Aurora on April 16, 2024, for this water line replacement project.

On January 6, 2026, Council authorized the City Manager to award the construction contract to Underground Construction Solutions, LLC.

Based on the recent conversation with Public Works, it was brought to our attention that the existing approximately 1,900' Ductile Iron Pipes (in service between 1960s and 1980s) have also experienced

many breaks along 10th Street from Old Madisonville Road to Avenue M. A replacement and upsize of the existing water line is needed to provide additional capacity, resolve operation and maintenance issues and improve fire protection for this area.

We believe it is in the City's best interest to include this waterline along 10th Street from Old Madisonville Road to Avenue M in the Aurora Contract to a fast-track design and include the construction as a Change Order to the awarded construction contract.

This agenda item is pertaining to the amendment to the approved Professional Services Agreement with Aurora Technical Services. The fee proposal is listed as follows:

Basis Services

- Phase I – Preliminary Design
- Phase II, III – Basic Services

Total Basic Services Fee Lump Sum	\$28,800.00
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Additional Services

- | | |
|---|------------|
| • <u>Surveying Services (Lump Sum)</u> | \$7,500.00 |
| • <u>Geotechnical Investigation (Not to Exceed)</u> | \$5,000.00 |
| • <u>Traffic Control Plan (Lump Sum)</u> | \$1,660.00 |
| • <u>Storm Water Pollution Prevention Plan (Lump Sum)</u> | \$1,060.00 |

Total Additional Service Fee	\$15,220.00
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The Total Amount for both Basic Services and Additional Services in this proposal is **\$44,020.00**.

The Initial Agreement (approved by Council February 20, 2024) was for \$317,682.00; the Amendment #1 (approved by Council April 16, 2024) was for \$48,540.00. The revised total Agreement funding is \$410,242.00.

Previous Council Action:

- a. The City Council approved the Engineering Agreement with Aurora Technical Services at the February 20, 2024 meeting (\$317,682.00).
- b. The City Council approved the Agreement amendment on April 16, 2024 (\$48,540.00).
- c. The City Council approved the Construction Contract on January 6, 2026.

Financial Implications: ☒Item is budgeted: In the amount of: \$70,000.00 (0025-20026 CIP)

Approvals:

Kathlie Jeng-Bulloch
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

-
1. Water 10th St From Old Madisonville to Ave M
 2. Original Engineering Agreement 2024
 3. Amendment #1 2024
 4. Attachment A Supplemental Proposal - 10th Street
 5. amendment #2 signed



Legend



PROPOSED WATERLINE CIP

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

1:3,600

On 8.5 x 11 inch Print



0 150 300 600 Feet

On Any Print Size

CREATED DATE: 5/14/2026

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

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

WATERLINE REPLACE, 6" TO 8"
10TH ST, FROM OLD MADISONVILLE TO AVE M
APPROX. 2,000 LF



AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and Aurora Technical Services, LLC / Houston, TX, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct 11th Street/Hickory Drive / ID#24-10-10 hereinafter called the PROJECT. The effective date of this agreement is February 28, 2024.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding, and construction phases of the PROJECT as outlined in Proposal dated February 6, 2024, from Aurora Technical Services, LLC (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER to the extent caused by the ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

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

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

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

2.1.2 Insurance: The ENGINEER shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement and shall provide a certificate of said insurance to the OWNER to attach to this Agreement. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of One Million Dollars to the OWNER within 15 days after this Agreement is executed and shall continue to maintain said insurance for this PROJECT. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

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

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

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

3.13 Preparation of operating and maintenance manuals.

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

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public

hearing or other legal or administrative proceeding involving the PROJECT.

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

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

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

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

SECTION 4- THE OWNER'S RESPONSIBILITIES

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

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

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at ENGINEER option, result in the suspension of services upon 5 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

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

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

6.1 Termination: This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

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

6.3 Ownership of Documents: Upon execution of this Agreement, the ENGINEER grants to the OWNER a nonexclusive license to reproduce the ENGINEER's completed tracings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the PROJECT, provided that the OWNER shall comply with all obligations under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER's consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the OWNER to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the PROJECT. Any re-use of the Instruments of service for purposes other than related to this Agreement, by OWNER or those authorized by OWNER, shall be at their sole risk and without liability to ENGINEER. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be affected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.

6.9 Written Notice.

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

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov	ENGINEER Rafael Ortega, PE President Aurora Technical Services, LLC 2121 Sage Rd, Suite 150 Houston, TX 77056 Rortega7@auroratechservices.com
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: Phuong (Fiona) Nguyen, PE – Project Manager

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

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

(ii) Prohibition on Contracts with Certain Companies. Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

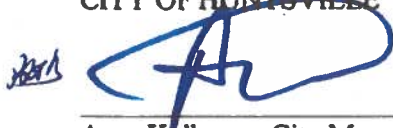
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

(iii) If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372 (a) (3) (B), Government Code.

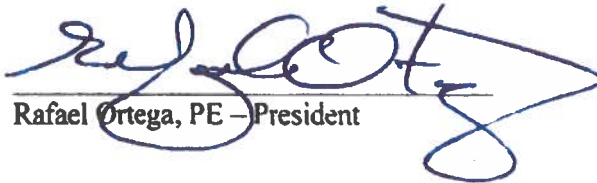
(iv) Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set for in Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE


Aron Kulhavy - City Manager

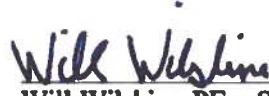
ENGINEER:
Aurora Technical Services, LLC


Rafael Ortega, PE - President

ATTEST:


Kristy Doll - City Secretary

ATTEST:


Will Wilshire, PE - Sr. Project Manager

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

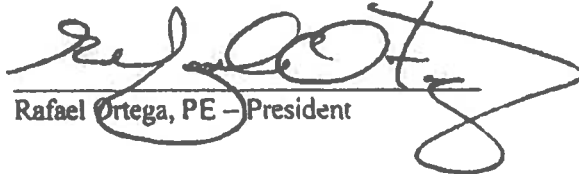
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE



Aron Kulhavy - City Manager

ENGINEER:
Aurora Technical Services, LLC



Rafael Ortega, PE - President

ATTEST:

ATTEST:

Kristy Doll - City Secretary



Will Wilshire, PE - Sr. Project Manager

APPROVED AS TO FORM:



Leonard Schneider, City Attorney



**CITY OF
Huntsville**
Incorporated in 1845 under the Republic of Texas

**City of Huntsville
11th Street/Hickory Drive Rehabilitation
COH Project # 24-10-10
Professional Services Agreement
Amendment #1**

This Amendment is to the Professional Services Agreement Between the City of Huntsville (the "Owner") and Aurora Technical Services, LLC dated February 28, 2024. All other terms and conditions in the original Agreement shall remain in full force and effect and govern this Amendment.

Included in this Amendment is authorization for design and additional services for Amendment #1 in the amount of \$48,540.00. This amendment is for additional Project Limit consisting of 1,200 LF waterline replacements along Old Madisonville Road, from Old Madisonville Road to 10th Street as detailed in Supplemental Proposal dated March 12, 2024.

Initial Agreement Amount	\$ 317,682.00
Amendment #1	\$ 48,540.00
Revised Agreement Amount	\$ 366,222.00

Percentage of Change: 15.28%

Approved:

By: 
Aurora Technical Service, LLC
(Engineering Firm)

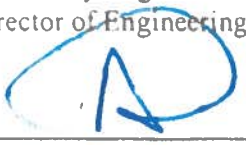
5.01.2024
Date

Printed Name Rafael Ortega, P.E.

Title: President

Recommended by: 
Dr. Kathlie S. Jeng-Bullock, P.E., BC.WRE, CFM
City Engineer
Director of Engineering Department

5/1/2024
Date

Approved by: 
Aron Kulhavy
City Manager

5/12/24
Date

May 28, 2026

Dr. Kathlie S. Jeng-Bullock, P.E., D.WRE, CFM
Director of Engineering Department
City of Huntsville Huntsville, Texas
448 State Highway 75,
Huntsville, TX 77320



Reference: **City of Huntsville – Engineering Department**
ID#: 24-10-10 – 11th Street/Hickory Drive Rehabilitation
Amendment for Professional Engineering Services for proposed water line along 10th Street, from Old Madisonville Rd to Avenue M

Dear Dr. Jeng-Bullock,

Aurora Technical Services, LLC (Aurora) is pleased to submit this supplemental proposal to amend our professional engineering services for the above-referenced project for the City of Huntsville (the City). The additional project limit consists of approximately 1,900 LF of proposed water line along 10th Street, from Old Madisonville Rd to Avenue M.

Scope of Services

The existing water line along 10th Street from Old Madisonville ranges from 6 inch or 8 inch in diameter, which was constructed using Ductile Iron pipes back in the 1960s and 1980s. The existing water line has been experiencing issues with multiple repairs done by the City recently. Additionally, there is inadequate fire protection along this portion of 10th Street. A replacement and upsize of the existing water line is needed to provide additional capacity, resolve operation and maintenance issues and improve fire protection for this area.

Basic Services

Aurora will provide final design of the additional 1,900 LF of water line replacement along 10th Street from Old Madisonville Rd to Avenue M to be included in a change order for the construction phase of the project. The final design will include signed and sealed plan and profile sheets, updating Summary of Work and applicable details, specs and supplements for the additional water line replacement limit. Aurora will prepare and provide support to the City with change order to the awarded contractor for the additional proposed waterline.

Additional Services

Aurora will provide the following Additional Services to provide support for final design of the additional water line replacement limit:

1. Surveying Services (to be performed by Landtech, Inc)
2. Geotechnical Investigation Services (to be performed by Aviles)
3. Traffic Control Plan
4. Storm Water Pollution Prevention Plan

2121 Sage Rd, Suite 150
Houston, Texas 77056
281-453-7700
rortega7@auroratechservices.com

**City of Huntsville 11th Street/Hickory Drive Rehabilitation – Professional Engineering Services
Proposal for Proposed Water Line along 10th Street from Old Madisonville to Avenue M.**

May 28, 2026

Schedule

The design of the additional water line replacement limits to be completed within 4 months from Notice to Proceed.

Compensation

Detailed Levels of Effort for Basic Services and Additional Services are included in Attachment 2 – Levels of Effort for Basic and Additional Services, dated May 28th, 2026.

Basic Services

As noted in Attachment 1, Aurora is requesting an amendment for a total lump sum amount of **\$28,800.00**.

Additional Services

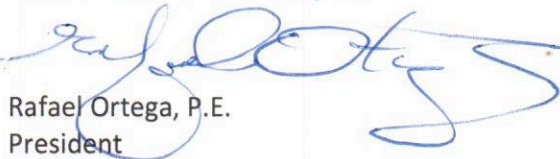
A breakdown of Additional Services can be found in Attachment 1. A summary is as follows:

1. Surveying Services – Landtech, Inc – Lump Sum/Each	\$ 7,500.00
2. Geotechnical Services – Aviles Engineering Corporation – Not to Exceed	\$ 5,000.00
3. Permit and Plan Review Fees – Reimbursable	\$ 0.00
4. Traffic Control Plan (TCP) - Lump Sum	\$ 1,660.00
5. Stormwater Pollution Prevention Plan (SWPPP) – Lump Sum	\$ 1,060.00
6. Reimbursement – Reimbursable	\$ 0.00
Total Additional Services	\$ 15,220.00

Total Amount for both Basic Services and Additional Services in this proposal is **\$44,020.00**

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

Sincerely,
Aurora Technical Services, LLC



Rafael Ortega, P.E.
President

Attachments:

1. City of Huntsville – Water Line Along 10th Street – Summary Sheet
2. Level of Effort for Basic Services and Additional Services – City of Huntsville – Water Line Along 10th Street, dated May 28th, 2026
3. Project Limits – Water Line Along 10th Street from Old Madisonville to Avenue M

2121 Sage Rd, Suite 150
Houston, Texas 77056
281-453-7700
rortega7@auroratechservices.com

Attachment 1
City of Huntsville
Professional Engineering Services for Design of:

Water line along 10th Street from Old Madisonville to Avenue M - City of Huntsville

Aurora Technical Services, LLC

Estimated Construction Cost		\$	
Fee Basis		Lump Sum	
Basic Services			
Task No. Task Name			
1	Preliminary Design (Phase I)	N/A	N/A
2	Phase II and Phase III - Basic Services	Lump Sum	\$ 28,800.00
	Total Basic Services Fee	\$	28,800.00
Additional Services			
Task No. Task Name		Fee Basis	
1	Surveying Services - LandTech, Inc	Lump Sum	\$ 7,500.00
2	Geotechnical Investigation - Aviles Engineering Corporation	Not to Exceed	\$ 5,000.00
3	Permit and Plan Review Fees	Reimbursable	\$ -
4	Traffic Control Plan	Lump Sum	\$ 1,660.00
5	Storm Water Pollution Prevention Plan	Lump Sum	\$ 1,060.00
6	Reimbursement (mileage, photographic, and courier/delivery services)	Reimbursable	\$ -
	Total Additional Services Fee	\$	15,220.00
Total Engineering Fee		\$	44,020.00



Project Proposed Water line Along 10th St from Old Madisonville to Avenue M (roughly 1,900LF) - City of Huntsville									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
A	<u>PHASE II - BASIC SERVICES</u>								
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	
2	<u>TASK 2: Data Collection and Design Support</u>								
	2.1 Project Management & Controls		2				2	4	\$ 580.00
	2.2 Obtain, Organize and Incorporate Survey Data, Record Drawings				4	8		12	\$ 1,420.00
	2.3 Develop Base Map			4	16	32		52	\$ 6,380.00
	Subtotal Task 2	0	2	4	20	40	2		
		\$ -	\$ 400.00	\$ 700.00	\$ 2,500.00	\$ 4,600.00	\$ 180.00	68	\$ 8,380.00
3	<u>TASK 3: General Drawings</u>								
	3.2 Project Layout Sheets - 1 Sheet (1" = 100')			1	2	2		5	\$ 655.00
	3.3 Incorporate Survey Control, Baseline and Benchmarks Sheets								
	3.3.a Survey Control Map (1"=100')			1	2	1		4	\$ 540.00
	3.3.b Baseline Ties & Benchmarks			1	1	1		3	\$ 415.00
	3.4 Standard Details								
	3.4.a Standard Water Line Details - 3 Sheets							0	\$ -
	3.4.b Standard Street and Sidewalk Details - 2 Sheets							0	\$ -
	Subtotal Task 3	0	0	3	5	4	0		
		\$ -	\$ -	\$ 525.00	\$ 625.00	\$ 460.00	\$ -	12	\$ 1,610.00
4	<u>TASK 4A: Plan and Profile - Water Main Replacement (10th Street)</u>								
	4.1A Cross Streets								
	4.1A.a P&P Cross Street - Avenue P	1		1	2	4		8	\$ 1,140.00
	4.1A.b P&P Cross Street - Avenue O	1		1	2	4		8	\$ 1,140.00
	4.1A.c P&P Cross Street - Avenue N	1		1	2	4		8	\$ 1,140.00
	4.1A.d P&P Cross Street - Avenue M	1		1	2	4		8	\$ 1,140.00
	4.2A Plan and Profile Sheets								
	4.2A.a P&P - 10th Street from Old Madisonville to Avenue M - 2 channel/culvert crossings (5 Sheets)	4		6	16	32		58	\$ 7,750.00
	Subtotal Task 4	8	0	10	24	48	0		
		\$ 2,040.00	\$ -	\$ 1,750.00	\$ 3,000.00	\$ 5,520.00	\$ -	90	\$ 12,310.00
5	<u>TASK 5: Project Manual</u>								
	6.1 Prepare Division 00 Documents								
	6.1.a Construction Schedule							0	\$ -
	6.1.b Contract Days Determination							0	\$ -
	6.2 Prepare Division 01 Documents								
	6.2.a Update Section 01110 - Summary of Work	1		2	4			7	\$ 1,105.00
	6.3 Standard Specifications and Supplements			2	4			6	\$ 850.00
	Subtotal Task 5	1	0	4	8	0	0		
		\$ 255.00	\$ -	\$ 700.00	\$ 1,000.00	\$ -	\$ -	13	





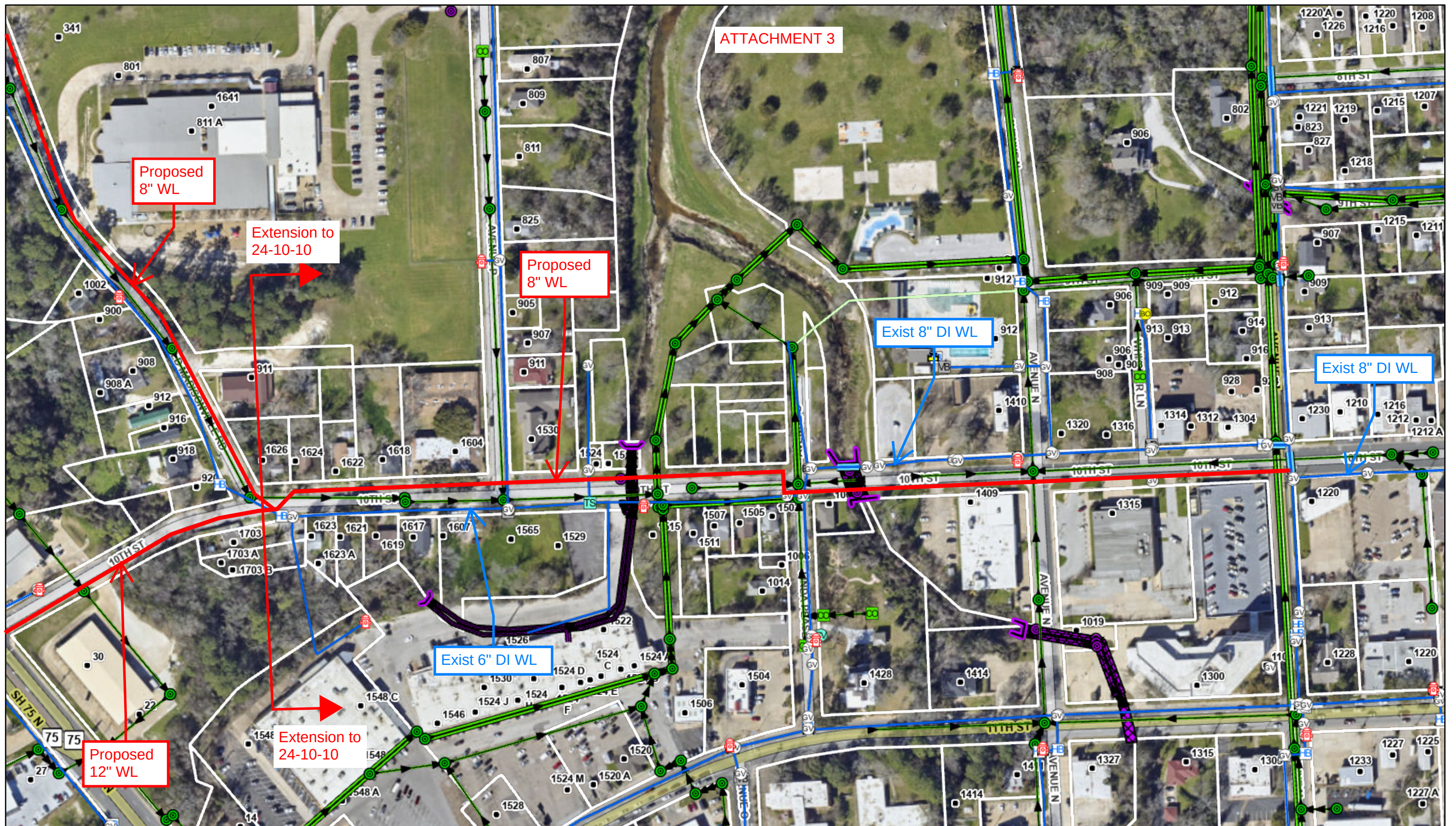
Project Proposed Water line Along 10th St from Old Madisonville to Avenue M (roughly 1,900LF) - City of Huntsville									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
6	TASK 6: Bidding Process								
	1.1 Addenda and Clarifications							0	\$ -
	1.2 Evaluate Bids and Prepare Bid tabs and Recommendation Letter								
	1.2.a Evaluate Bids Received, and Prepare a Tabulation of Bids.							0	\$ -
	1.3 Pre-Bid Meeting and Meeting Minutes Preparation							0	\$ -
	1.4 Provide Conformed Documents							0	\$ -
	Subtotal Task 6	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	
	SUB-TOTAL BASIC SERVICES HOURS	9	2	21	57	92	2	183	
	SUB-TOTAL BASIC SERVICES COST	\$ 2,295.00	\$ 400.00	\$ 3,675.00	\$ 7,125.00	\$ 10,580.00	\$ 180.00		\$ 24,255.00
	Expenses (Mileage, Reproductions, Deliveries)								\$ 45.00
	SUBTOTAL PHASE II BASIC WATER LINE DESIGN SERVICE FEES								\$ 24,300.00
B	PHASE III - CONSTRUCTION PHASE SERVICES								
1	TASK 1: Construction Phase Services								
	1.1 Support Program Manager in Meeting & Site Visits								
	1.1.a Pre-constructing Meeting and Meeting Minutes Preparation							0	\$ -
	1.1.b Site Visits Including Site Observation Reports							0	\$ -
	1.1.c Substantial/Final Completion Walkthrough, Punch List, and Follow-Up			1	2			3	\$ 425.00
	1.2 Submittals & RFIs								
	1.2.a Respond to Request for Information			1	2			3	\$ 425.00
	1.2.b EOR-Responsibility Water Line Design Standard Submittals Review							0	\$ -
	1.2.c Initial Review of Contractor Water Line Design Change Proposal							0	\$ -
	1.2.d Preparation of Water Line As-Built Drawings Based on Contractor's red-lined drawings			1	2	6		9	\$ 1,115.00
	1.2.e Contractor's Pay Applications Review and Recommendations							0	\$ -
	1.2.f Prepare and support the City with Change Order	2		2	8	4	2	18	\$ 2,500.00
	Subtotal Task 1	2	0	5	14	10	2		
		\$ 510.00	\$ -	\$ 875.00	\$ 1,750.00	\$ 1,150.00	\$ 180.00	33	\$ 4,465.00
	Expenses (Mileage, Reporductions, Deliveries)								\$ 35.00
	TOTAL PHASE III - CONSTRUCTION PHASE SERVICE FEES								\$ 4,500.00
	SUB-TOTAL BASIC SERVICES HOURS	11	2	26	71	102	4	216	
	SUB-TOTAL BASIC SERVICES COST	\$ 2,805.00	\$ 400.00	\$ 4,550.00	\$ 8,875.00	\$ 11,730.00	\$ 360.00		\$ 28,720.00
	Expenses (Mileage, Reporductions, Deliveries)								\$ 80.00
	TOTAL BASIC SERVICES COST								\$ 28,800.00





Project Proposed Water line Along 10th St from Old Madisonville to Avenue M (roughly 1,900LF) - City of Huntsville									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
C	<u>Additional Services</u>								
1	<u>TASK 1: Topographic Survey - LandTech, Inc</u>								
	1.1 LandTech for Topographic Surveying Services							0	\$ 7,500.00
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 7,500.00
2	<u>TASK 2: Geotechnical Investigation - Aviles Engineering Corporation</u>								
	2.1 Aviles Engineering Corporation for Geotechnical Services							0	\$ 5,000.00
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 5,000.00
3	<u>TASK 3: Permit and Plan Review Fees - Aurora</u>								
	3.1 City of Huntsville Plan Review and Permit Fees (Reimbursable)							0	
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
4	<u>TASK 4: Traffic Control Plan - Aurora</u>								
	4.1 Traffic Control General Notes							0	\$ -
	4.2 Traffic Control Drawings			2	4	4		10	\$ 1,310.00
	4.3 Traffic Control Standard Details							0	\$ -
	4.4 QA/QC Reviews			2				2	\$ 350.00
	Subtotal Additional Services	0	0	4	4	4	0		
		\$ -	\$ -	\$ 700.00	\$ 500.00	\$ 460.00	\$ -	12	\$ 1,660.00
5	<u>TASK 5: SWPPP - Aurora</u>								
	5.1 SWPPP General Notes							0	\$ -
	5.2 SWPPP Drawings			1	2	4		7	\$ 885.00
	5.3 SWPPP Details							0	\$ -
	5.4 SWPPP Report							0	\$ -
	5.5 SWPPP Standard Specs and Supplemental							0	\$ -
	5.6 QA/QC Reviews			1				1	\$ 175.00
	Subtotal Additional Services	0	0	2	2	4	0		
		\$ -	\$ -	\$ 350.00	\$ 250.00	\$ 460.00	\$ -	8	\$ 1,060.00
6	<u>TASK 6: Reimbursables Expenses</u>								
	7.1 Reimbursable Expenses - Mileage, Photographic, and Courier/Delivery Services							0	
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Total Expenses (Mileage, Reproductions, Deliveries)									
TOTAL ADDITIONAL SERVICES COST									\$ 15,220.00





ATTACHMENT 3

Proposed 8" WL

Extension to 24-10-10

Proposed 8" WL

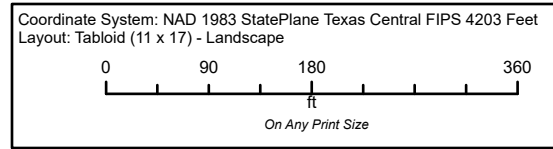
Exist 8" DI WL

Exist 8" DI WL

Exist 6" DI WL

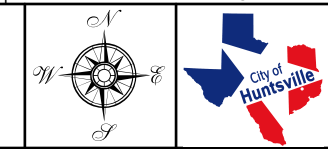
Proposed 12" WL

Extension to 24-10-10



1:2,016
On 11 x 17 inch Print

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
DATE: 5/27/2026



ARCGIS WEB MAP

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
www.huntsvillex.gov/gis

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



AMENDMENT No. 2
Professional Services Agreement with Aurora Technical Services, LLC
COH Project # 24-10-10: 11th Street/Hickory Drive Rehabilitation

The original scope of services and the costs associated with those services set forth in the original contract between the City of Huntsville and Aurora Technical Services, LLC dated February 28, 2024 and previously amended on May 12, 2024 ("Original Contract") are in need of amendment to add design and additional services in the amount of \$44,020.00 for additional project limit consisting of 1,900 LF waterline replacements along 10th Street from Old Madisonville Road to Ave. M. The additional services are more particularly described in **Attachment "A"** to this amendment.

The parties hereto agree as follows:

1. The scope of services of the Original Contract is amended to add the additional services indicated in **Attachment "A"**.
2. The Original Contract amount is increased by \$44,020.
3. Except as expressly modified herein, all other terms and conditions of the Original Contract remain in full force and effect.

Original Contract Amount	\$ 317,682.00
Amount of Amendment #1	\$ 48,540.00
Amount of Amendment #2	<u>\$ 44,020.00</u>
New Contract Total:	\$ 410,242.00

Approved:

By: 
Aurora Technical Services, LLC
(Engineering Firm)

6.09.2024
Date

Printed Name: Rafael Ortega, P.E.
Title: President

Recommended by: 
Dr. Kathlie S. Jeng-Bullock, P.E., BC, WRE, CFM
City Engineer, Director of Engineering Department

4/9/2026
Date

Approved as to Form: _____
Robby Chapman
City Attorney

Date

Approved by: _____
Scott E. Swigert
City Manager

Date



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 2.a.

Agenda Item: Consider authorizing the City Manager to amend Task Order No. 2 of the Master Services Agreement with Stuart Consulting Group, Inc. for NRCS grant administration services related to Disaster Declaration DR-4798.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Motion to authorize the City Manager to amend Task Order No. 2 of the Master Services Agreement with Stuart Consulting Group, Inc. for NRCS grant administration services related to Disaster Declaration DR-4798 in an amount not to exceed \$105,000.00.

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

Discussion: The City of Huntsville continues to work through disaster recovery efforts associated with Disaster Declaration DR-4798 and the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program Project #5118-001. The City has previously partnered with Stuart Consulting Group, Inc. (SCG) to assist with grant administration and disaster recovery coordination services associated with these projects.

The proposed amendment to Task Order No. 2 of the Master Services Agreement will allow SCG to continue providing grant administration support services necessary for the completion and closeout of the NRCS-funded projects. Services to be provided include reimbursement request preparation and submission, grant modification requests, coordination with NRCS, project closeout assistance, project documentation compilation, and other activities necessary to satisfy NRCS grant requirements.

SCG submitted an updated proposal dated May 19, 2026, reflecting a revised scope of services to remain within the City's available Technical Assistance allocation for the NRCS grant. According to the proposal, the amended Task Order No. 2 will establish a not-to-exceed contract amount of \$105,000.00. SCG indicated that approximately \$30,000.00 has previously been expended and billed under the existing task order, with the remaining balance intended to support grant administration activities through project closeout.

The NRCS Technical Assistance allocation available for engineering and grant administration services is approximately \$131,500.00. City staff recommends approval of the amendment in order to maintain compliance with grant requirements, support timely reimbursement requests, and facilitate successful completion and closeout of the Disaster Declaration DR-4798 NRCS-funded recovery projects.

Previous Council Action: City Council approved the Master Services Agreement with Stuart Consulting Group, Inc. for Disaster Recovery and FEMA Public Assistance Consulting Services on September 13, 2024.

Financial Implications: Funding for these services will be paid from the NRCS Technical Assistance allocation associated with Disaster Declaration DR-4798. The amendment to Task Order No. 2 is in an amount not to exceed \$105,000.00.

Approvals:

Lance Hall
Brian Beasley
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. 2026.05.18 SCG Proposal-TO2-NRCS_v3

May 19, 2026

Mr. Ricardo J. Villagrand, P.E., CFM
Assistant City Manager, City of Huntsville, TX
1212 Avenue M
Huntsville, Texas 77340-4608

RE: Disaster Recovery Consulting Services (RFQ 24-40) - City of Huntsville, TX
Natural Resources Conservation Service, EWP Project # 5118-001 in Walker County

Dear Mr. Villagrand:

In follow-up to our follow-up conversation on May 18, we understand that the City needs continued assistance with disaster recovery services for the Natural Resources Conservation Service (NRCS)-funded repair projects that is part of the City's recovery from DR-4798. We are pleased to offer the following proposal for these services.

Proposal

In keeping with the contract format to date, SCG is pleased to propose the following effort on a Task Order-basis with an hourly-based fee structure with a not-to-exceed cap. As we have discussed previously, this form of contract is common for this type of work and has been universally accepted by a wide range of federal agencies, most specifically FEMA. The benefit of a Master Services contract is that it gives the City flexibility to issue specific Task Orders for discreet aspects of the recovery efforts or individual disasters. It helps to keep costs delineated by task/disaster and gives greater control funding authorizations.

The attached exhibits provide additional detail regarding the scope of work and proposed fee.

- Exhibit 1: Scope of Services
- Exhibit 2: Contract Hourly Rate Table

Based upon the estimated level of effort, SCG is proposes an amendment to the Task Order 2 for our DR-4798 NRCS Grant Administration to be updated - not-to-exceed \$105,000. The first \$30,000 of the contract has been expended and billed. SCG has currently \$2,039.75 of expenses since September of 2025 to bill and projects that the remaining \$72,960.25 will suffice to get the grant through closeout. SCG will give monthly invoices to City of Huntsville staff can modify SCG's Scope of Services as it pertains to both internal capacity and remaining contractual funding. SCG will work at project estimated Level of Effort (Exhibit 2) unless otherwise directed by City of Huntsville staff.

In accordance with federal requirements, the contract hourly rates include all travel, overhead, and profit. Once approved, our team will work with your colleagues to expedite approval of the bid packets for the projects that will be managed by the Public Works team. SCG has a long history of maximizing reimbursement of our fees to the greatest extent feasible. If additional effort is required beyond the initial Task Order, additional Task Orders may be requested for approval by the City.

Point of Contact / Project Manager

The primary point of contact for SCG on this project will be listed below.

Julie T. Mintzer, M.P.A.
Director of Grants Administration
13105 Northwest Freeway, Suite 1100
Houston, Texas 77040
P: 346-241-0400 | C: 314-368-7977 | F: 504-962-0931
Email: juliem@stuartconsultinggroup.com

Should you or anyone else at the City have any questions or concerns, please do not hesitate to reach out to Julie by phone or email. I will remain on the project as Principal Engineer and Strategy Advisor; my contact information is the following.

Chris Fenner, P.E.
Senior Vice President
13105 Northwest Freeway, Suite 1100
Houston, Texas 77040
P: 346-241-0400 | C: 504-235-2766 | F: 504-962-0931
Email: chrisf@stuartconsultinggroup.com

Sincerely,
STUART CONSULTING GROUP, INC.



Chris Fenner, P.E.
Senior Vice President

Exhibit 1: Scope of Services

Possible Grant Management Services – NRCS DR-4798

- Reimbursement Requests
 - Support preparation, submission, and requests for reimbursement from NRCS
- Modification Requests
 - Prepare and submit requests for grant modifications for scope, schedule, or budget changes
- Agency Meetings
 - Meet, as necessary, with NRCS to coordinate grant-related issues
- Closeout
 - Conduct site inspections, as necessary, with NRCS
 - Evaluate cost overruns/underruns
 - Compile project documentation
 - Other closeout activities necessary to satisfy NRCS grant requirements

Grant Administration – NRCS DR-4798

NTE AMOUNT
\$ 75,000.00



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 2.b.

Agenda Item: First Reading — Consider Ordinance 2026-16 for the Development District Map Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR) located at El Road and Old Colony Road, Property IDs 32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: Move to waive the two-reading requirement and approve Ordinance 2026-16 for a Development District Amendment Request to go from Medium Density Residential (MR) to Simple Living Residential (SLR), 328 FM 247, Property ID #32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218.

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

Discussion: Staff received an application from the property owner for a Zoning District Map Amendment for a total of 5.45-acre tracts of land located in the City of Huntsville, Walker County Property IDs #32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, 22218, to change the Zoning District classification from Medium Density Residential (MR) to Simple Living Residential (SLR).

Adjacent adjoining properties are designated as Medium Density Residential and Simple Living Residential. The surrounding properties are developed and undeveloped, with zoning identified as primarily Medium Density Residential (MR), Simple Living Residential and Public/Institutional (PI) nearby.

The proposed usage is for the placement of a manufactured home at the property at 1208 El Rd. Many homes in this neighborhood are manufactured homes, and the applicant would like to place one on their lot. As identified in the Development Code Article 4.203, it is allowed only if you are replacing an existing manufactured home located within MR zoning areas. They are requesting a zone change for the eleven lots so they can place a new manufactured home on their vacant lot, which is not allowed within the city unless it is in the SLR district.

Previous Council Action: The Planning Commission recommended this item to the City Council on May 21, 2026.

Financial Implications: None

Approvals:

Layne Yeager
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Ordinance 2026-16 El Road
2. El Rd rezoning map
3. 1208 El Rd Zoning map
4. 1208 El Rd application_Redacted

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS, TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR WALKER COUNTY PARCEL ID NUMBERS 32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, AND 22218, BEING A TOTAL OF 5.45 ACRES, IN THE NEW ADDITION OF THE P GRAY (A-24) AND H L HUNTER (A-248) SURVEYS, FROM MEDIUM DENSITY RESIDENTIAL TO SIMPLE LIVING RESIDENTIAL.

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

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

WHEREAS after public notice, the Planning Commission held a public hearing May 7, 2026 to consider comments of the public regarding the adoption of the amendment to the Zoning District Map to change the development district classification for Walker County Property IDs #32948, 32947, 32950, 32955, 32961, 32962, 32960, 22215, 22217, 22219, and 22218, being a total of 5.45 acres, in the New Addition Subdivision, out of the P Gray Survey (A-24) and H L Hunter Survey (A-248) from Mixed Use to Simple Living Residential; and

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

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

WHEREAS after public notice, City Council held a public hearing on June 2, 2026, to consider comments for the public regarding the adoption of amendments to the Official Development District Map; and

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

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2026.

THE CITY OF HUNTSVILLE

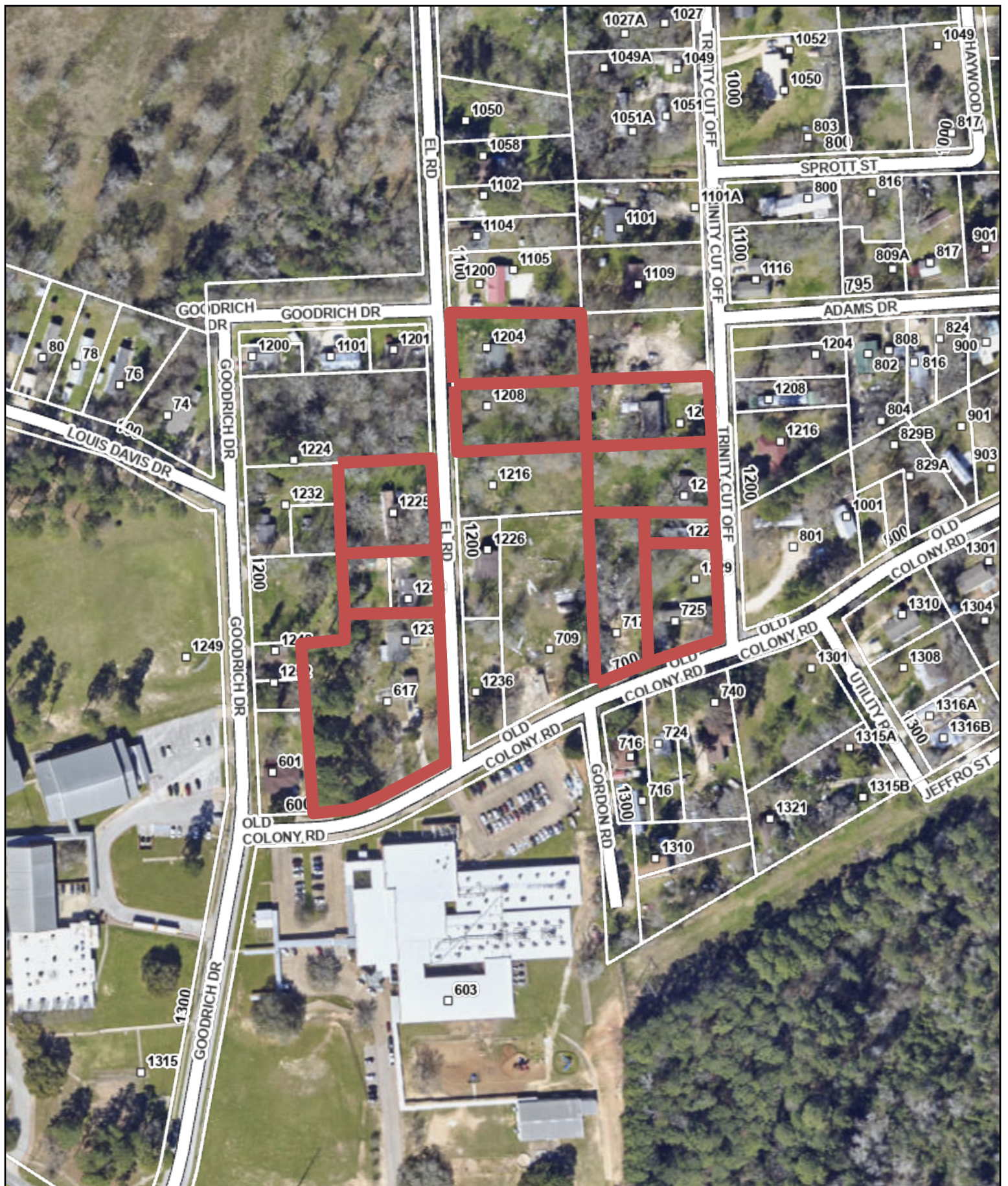
Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



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On Any Print Size

CREATED DATE: 4/29/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

EL ROAD REZONING





Zoning District Map Amendment Application

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

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

Name Newdell Jerrod Wyatt

307 Bowell Drive

Mailing Address

Huntsville

City

Tx

State

77320

Zip Code

Phone Number 936-671-1485

Alternate Phone Number 936-215-2599

E-mail: [REDACTED]

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

Newdell J. Wyatt

Signature

4-20-26

Date

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

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

Name Jerry W. Wyatt

1208 EL road

Mailing Address

Huntsville

City

Tx

State

77320

Zip Code

Phone Number 936 714-5147

Alternate Phone Number 469-704-8203

Jerry Wyatt

Signature

4/20/26

Date

Proposed Location for Development Redistricting

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

1208 EL road

Zoning District

☐ Medium Density Residential ☐ High Density Residential ☒ Simple Living Residential

Zoning District ☐ Mixed Use

☐ Industrial

☐ Public and Institutional

☐ Downtown

☐ Planned Development

Proposed Use and Additional Information

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

neighbor's signatures approving of request.

Fees

\$350.00 Application Fee

Public Hearing

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

For Staff Use Only

Received By and Date: <u>AA 4.20.26</u>	Fee Paid: <u>\$350</u>	Planning Commission Date:	City Council Date:	Outcome:
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- 1 Maria Moss 1225 EL Rd Huntsville Tx
- 2 ~~Freem~~ Freeman Jenkins
- 3 Lamon D Johnson 1204 EL RD, Huntsville, tx 77320
- 4 martin Badillo 10504 EL Road, Huntsville, Tx 77320
- 5 Cilicia mills 1233 EL Rd Huntsville Tx 77320
- 6 Betty Reece 1209 - Trinity Cut off Huntsville Tx 77320



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 2.c.

Agenda Item: First Reading — Consider Ordinance 2026-15, the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 328 FM 247, Property ID #13890.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: Move to waive the two-reading requirement and approve Ordinance 2026-15 for a Development District Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 328 FM 247, Property ID #13890.

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

Discussion: Staff received an application from the applicant, Delfino Grajales, for a Zoning District Map Amendment for a called 2.39-acre tract of land located at 328 FM 247, Walker County Property ID #13890 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

The surrounding properties are developed and undeveloped, with zoning identified as Mixed Use and Medium Density Residential. The proposed usage of this property is for a proposed nursery and landscape business.

Previous Council Action: The Planning Commission recommended this item to the City Council on May 21, 2026.

Financial Implications: None

Approvals:

Layne Yeager
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Ordinance 2026-15 328 FM 247

-
2. 328 FM 247 Zoning Map
 3. 328 FM 247 Location Map
 4. Discussion form_Dev District Update_328 FM 247
 5. Application 248 FM 247

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS, TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR 328 FM 247, BEING 2.39 ACRES, TRACT 44 OF THE W PARKER (A-37) SURVEY, PROPERTY ID NUMBER 13890, FROM MEDIUM DENSITY RESIDENTIAL TO MIXED USE.

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

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

WHEREAS after public notice, the Planning Commission held a public hearing May 21, 2026 to consider comments of the public regarding the adoption of the amendment to the Zoning District Map to change the development district classification for 328 FM 247, being 2.39 acres, Tract 44 out of the W Parker Survey (A-37), Property ID number 13890 from Medium Density Residential to Mixed Use; and

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

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

WHEREAS after public notice, City Council held a public hearing on June 2, 2026, to consider comments for the public regarding the adoption of amendments to the Official Development District Map; and

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

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2026.

THE CITY OF HUNTSVILLE

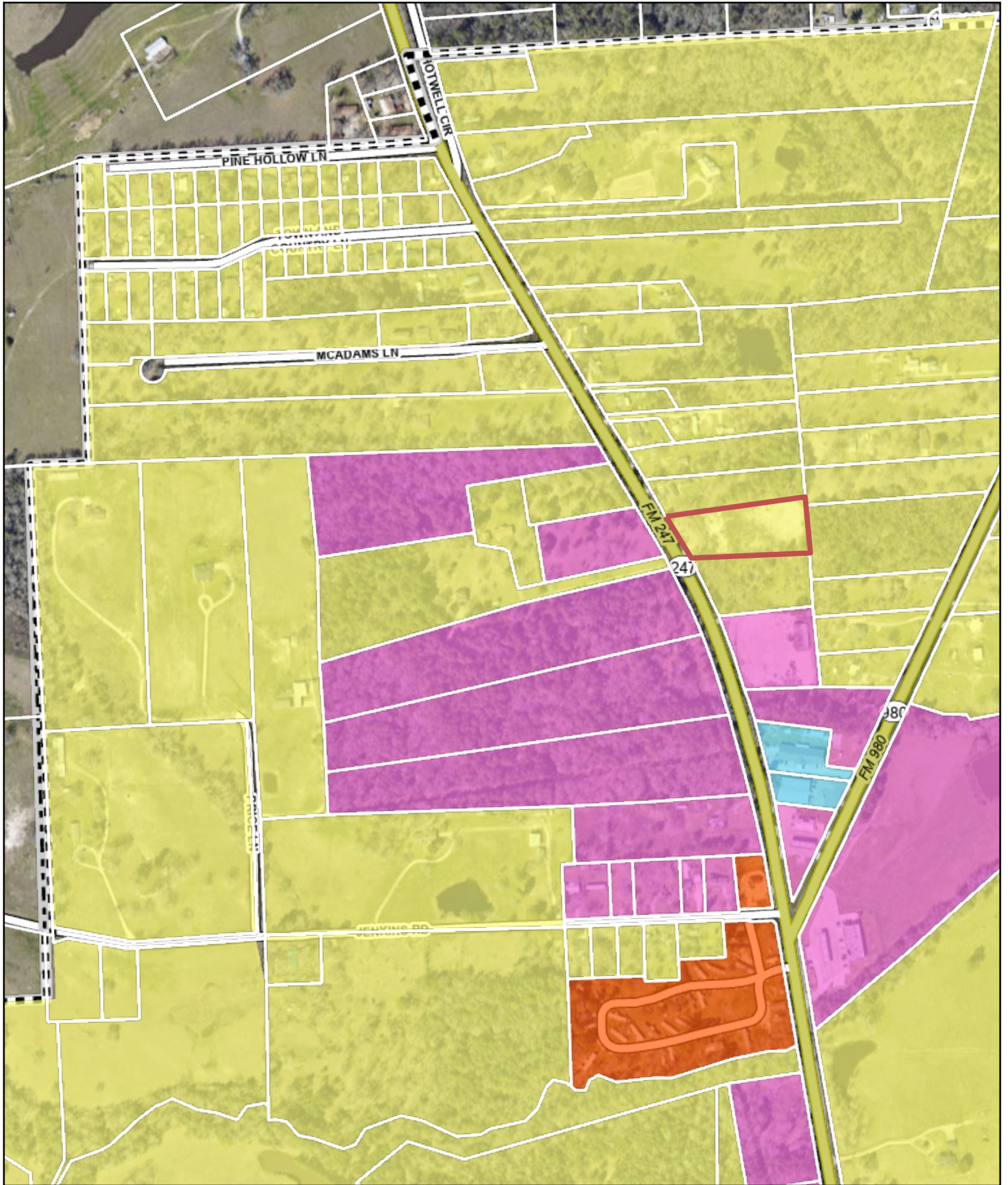
Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



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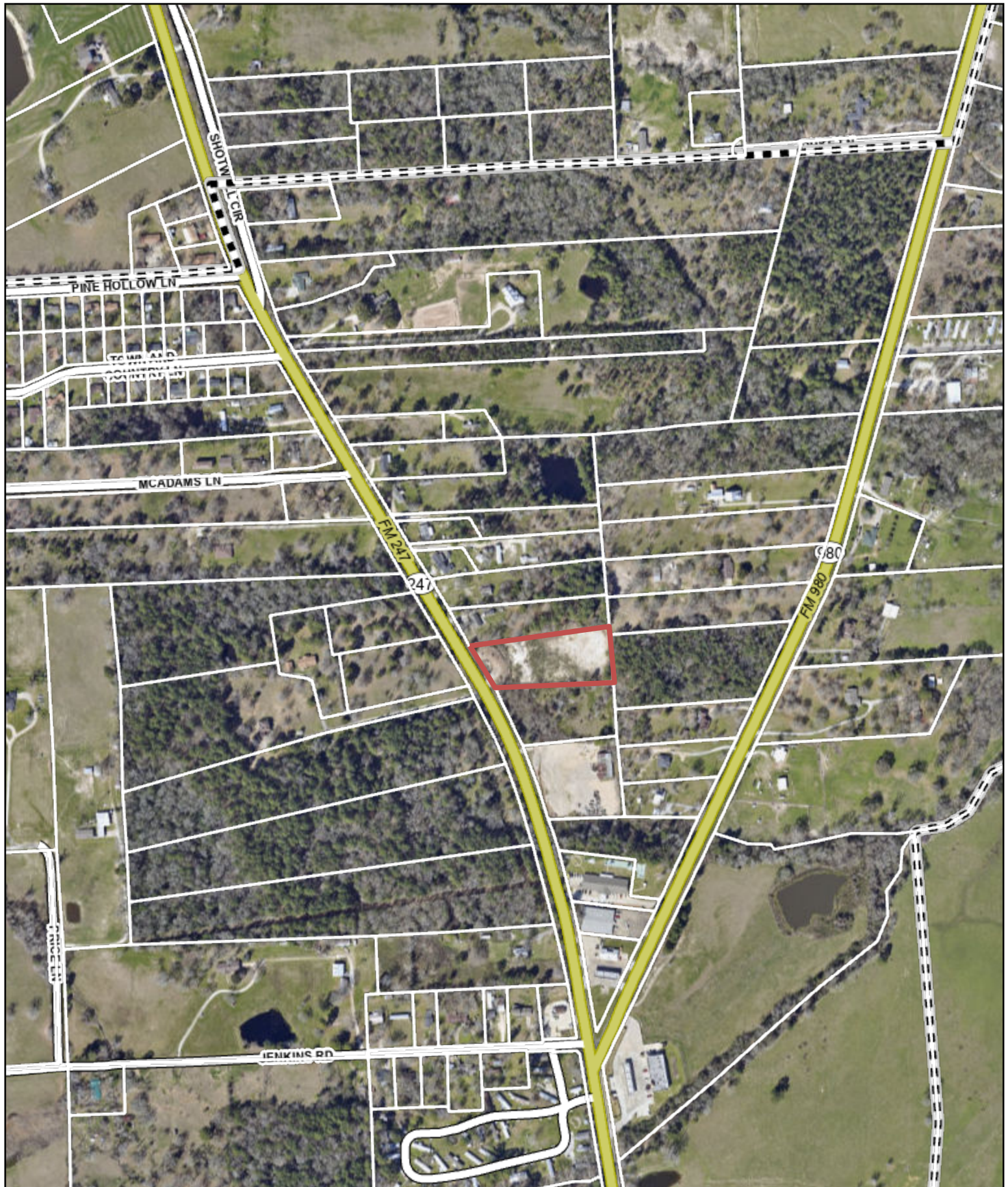
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CREATED DATE: 5/4/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
328 FM 247 ZONING MAP





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On Any Print Size

CREATED DATE: 5/4/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
328 FM 247 LOCATION MAP





PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

Prepared by: Deborah Capaccioli, Planner

MEETING DATE: May 21, 2026

SUBJECT: Development District Map Amendment

TYPE OF REVIEW: Development District Reclassification

APPLICANT: Delfino Grajales, Property Owner

LOCATION: Walker County Parcel ID #13890

FACTS, CODE REQUIREMENTS AND CONDITIONS

Staff received an application from the applicant, Delfino Grajales, for a Zoning District Map Amendment for a called 2.39-acre tract of land located at 328 FM 247, Walker County Property ID #13890 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

The surrounding properties are developed and undeveloped, with zoning identified as Mixed Use and Medium Density Residential. The proposed usage of this property is for a proposed nursery and landscape business.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

Vicinity map
Zoning map
Application



Development District Map Amendment Application

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

A21e-8046

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

Name Delfino Grajales
105 Evans Ln Huntsville TX 77320
Mailing Address City State Zip Code

Phone Number 936-222-1601 Alternate Phone Number _____

E-mail: grajaleslandscaping@gmail.com

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

Delfino Grajales 4/27/26
Signature Date

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

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

Name Delfino Grajales
105 Evans Ln Huntsville TX 77320
Mailing Address City State Zip Code

Phone Number _____ Alternate Phone Number _____

Delfino Grajales _____
Signature Date

Proposed Location for Development Redistricting

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

328 fm 247 Rd Huntsville, TX 77320 #13890

Zoning District

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

Proposed Use and Additional Information

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

Currently vacant, wanting to rezone to commercial for proposed nursery & landscape business w/ office building

Fees

\$350.00 Application Fee

Public Hearing

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

For Staff Use Only

Received By and Date: <u>AG 4.28.26</u>	Fee Paid: <u>\$350</u>	Planning Commission Date:	City Council Date:	Outcome:
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CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 2.d.

Agenda Item: First Reading — Consider Ordinance 2026-14 the Development District Map Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 210 FM 247, Property ID #13969 and 74982.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion: Move to waive the two-reading requirement and approve Ordinance 2026-14 for a Development District Amendment Request to go from Medium Density Residential (MR) to Mixed Use (MU), 210 FM 247, Property ID #13969 and 74982.

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 received an application from the applicant, Zealhouse Church, for a Zoning District Map Amendment for a called 20.03-acre tract of land located at 210 FM 247, Walker County Property ID #13969 and #74982 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

The surrounding properties are developed and undeveloped, with zoning identified as Mixed Use, Medium Density Residential and High Density Residential. The proposed usage of this property is for a religious assembly. The property is currently 2 lots, which they will replat into one.

Previous Council Action: The Planning Commission recommended this item to the City Council on May 21, 2026.

Financial Implications: None

Approvals:

Layne Yeager
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Ordinance 2026-14 210 FM 247
2. 210 FM 247 Location map
3. 210 FM 247 Zoning map
4. Discussion form_Dev District Update_210 FM 247
5. 210 FM 247 Application

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS, TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR 210 FM 247, BEING 20.03 ACRES, TRACT 69 AND 69.4 OF THE W PARKER (A-37) SURVEY, PROPERTY ID NUMBERS 13969 AND 74982, FROM MEDIUM DENSITY RESIDENTIAL TO MIXED USE.

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

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

WHEREAS after public notice, the Planning Commission held a public hearing May 21, 2026 to consider comments of the public regarding the adoption of the amendment to the Zoning District Map to change the development district classification for 210 FM 247, being 20.03 acres, Tract 69 AND 69.4 out of the W Parker Survey (A-37), Property ID numbers 13969 and 74982 from Medium Density Residential to Mixed Use; and

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

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

WHEREAS after public notice, City Council held a public hearing on June 2, 2026, to consider comments for the public regarding the adoption of amendments to the Official Development District Map; and

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

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney



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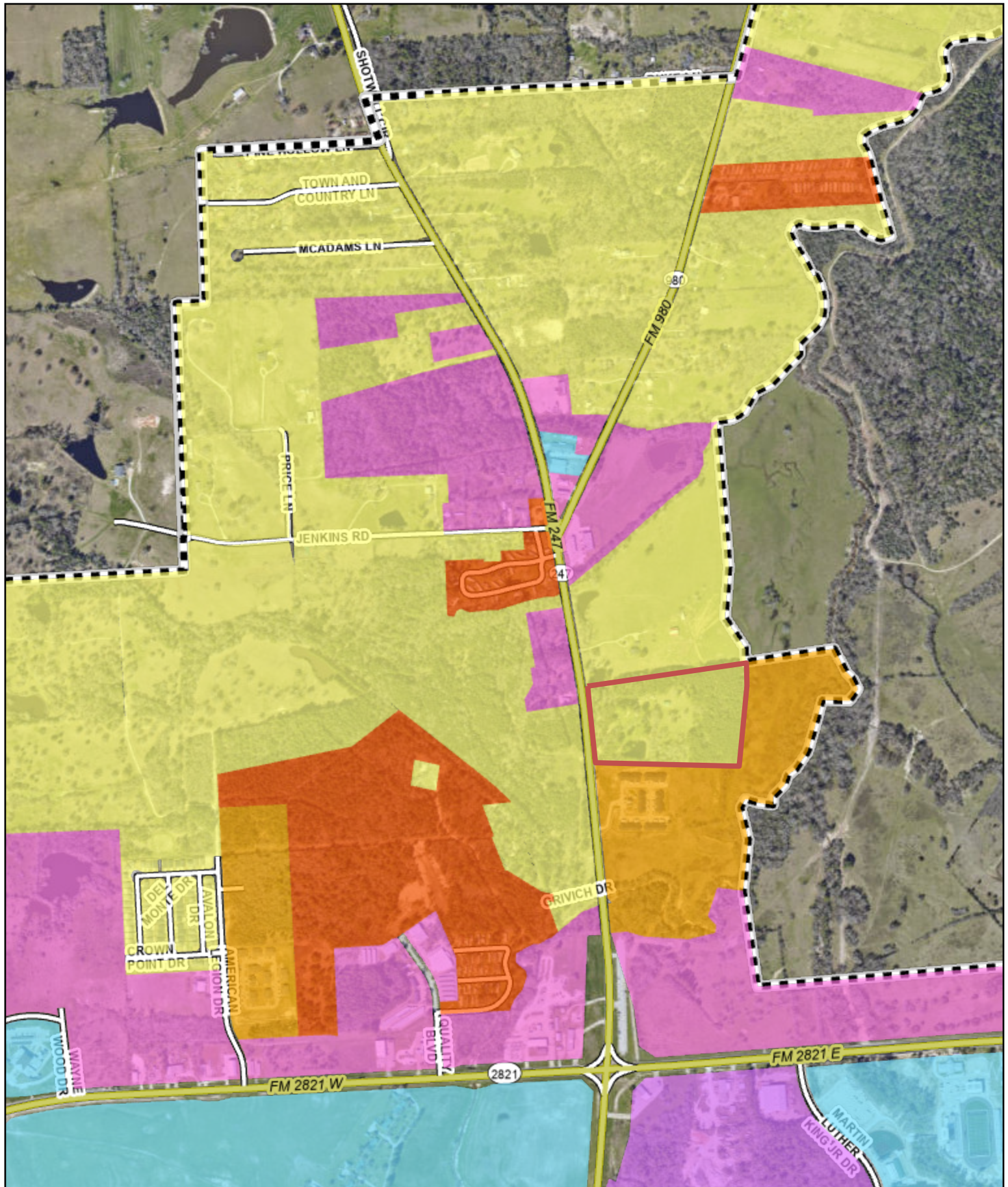
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CREATED DATE: 4/20/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

210 FM 247





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On 8.5 x 11 inch Print



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On Any Print Size

CREATED DATE: 4/20/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
210 FM 247 ZONING





PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

Prepared by: Deborah Capaccioli, Planner

MEETING DATE: May 21, 2026

SUBJECT: Development District Map Amendment

TYPE OF REVIEW: Development District Reclassification

APPLICANT: Brea & Mitchell Banks, Zealhouse Church for Sheila Allen, Property Owner

LOCATION: Walker County Parcel ID # 13969 and 74982

FACTS, CODE REQUIREMENTS AND CONDITIONS

Staff received an application from the applicant, Zealhouse Church, for a Zoning District Map Amendment for a called 20.03-acre tract of land located at 210 FM 247, Walker County Property ID #13969 and #74982 to change the Zoning District classification from Medium Density Residential (MR) to Mixed Use (MU).

The surrounding properties are developed and undeveloped, with zoning identified as Mixed Use, Medium Density Residential and High Density Residential. The proposed usage of this property is for a religious assembly. The property is currently 2 lots, which they will replat into one.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

Vicinity map
Zoning map
Application



Development District Map Amendment Application

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

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

Name Zealhouse Church

193 S. I-45 Suite D PMB 111 Huntsville TX 77340
Mailing Address City State Zip Code

Phone Number 281-610-6703 Alternate Phone Number 936-524-9054

E-mail: hello@zealhouse.church

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

Brian Barker
Signature

4.16.26
Date

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

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

Name Sheila Allen

3052 Ridgeview Dr Grapevine TX 76051
Mailing Address City State Zip Code

Phone Number 979-412-4111 Alternate Phone Number _____

Signed by:

Sheila Allen

2416768A99E44D5...

Signature

4/16/2026

Date

Proposed Location for Development Redistricting

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

210 W FM 247, Huntsville TX 77320

Zoning District

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

Proposed Use and Additional Information

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

See additional sheet

Fees

\$350.00 Application Fee

Public Hearing

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

For Staff Use Only

Received By and Date:

Fee Paid:

Planning Commission Date:

City Council Date:

Outcome:

Please provide any additional information pertinent to the City's decision for this Conditional Use Permit.

Zealhouse Church plans to use the existing home at the proposed property for staff officing, church meetings, and private functions. Zealhouse Church plans to build an additional structure on the property for hosting church gatherings, events, and private functions. This building would require a new two-way driveway and roughly 250 parking spaces to support access to both the original home and the additional structure.









CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 2.e.

Agenda Item: Consider authorizing the City Manager to amend the locations of the existing ground leases GL-1,3,4, and 5 at the Huntsville Municipal Airport.

Initiating Department/Presenter: Development Services

Presenter:

Layne Yeager, Development Services Director

Recommended Motion:

Move to authorize the City Manager to amend the locations of the existing ground leases GL-1,3,4, and 5 at the Huntsville Municipal Airport.

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

Discussion:

The current locations of ground leases GL-1, 3, 4, and 5 need to be relocated due to building restrictions at the ASOS site. The new location will be within the open area south of the TDC hangar. This location has been vetted by the leaseholders, KSA Engineering and TxDOT Aviation, on behalf of the FAA.

Previous Council Action: The ground leases were executed on February 6, 2024.

Financial Implications: The City's adopted fee schedule sets the rate for ground leases at the airport at \$0.15 per square foot. Revenue will be \$8,000 - \$8,700 annual payment based off the square footage of the ground lease.

Approvals:

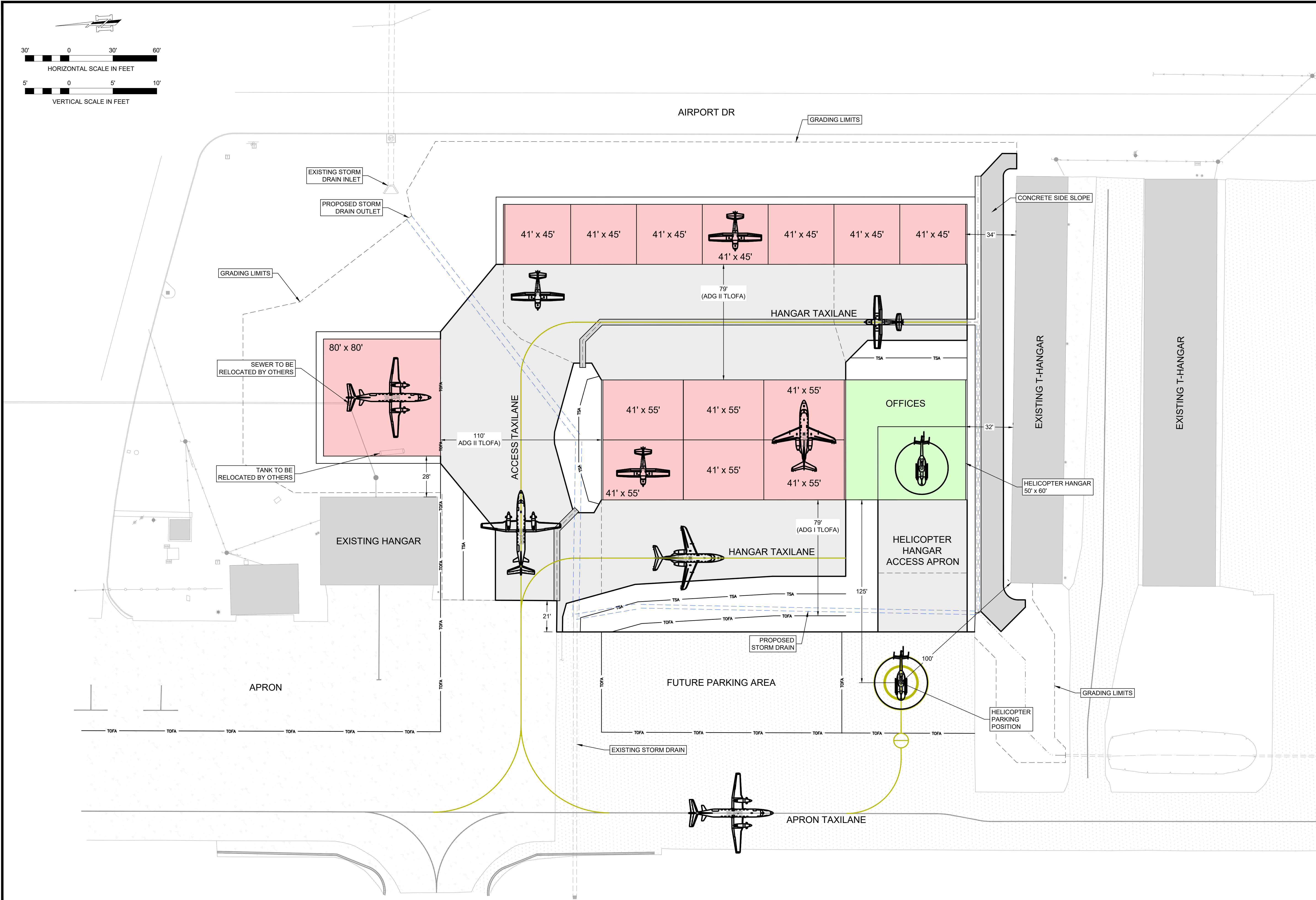
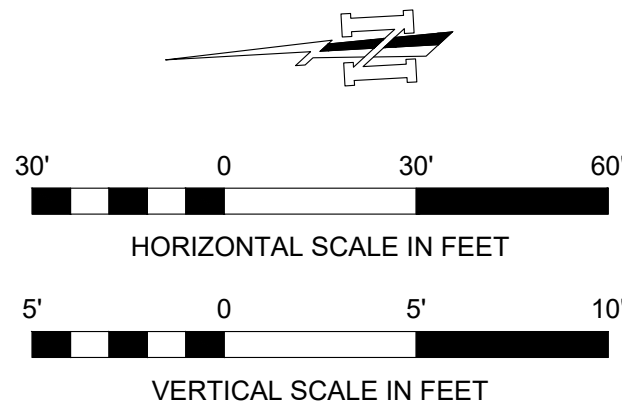
Layne Yeager
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

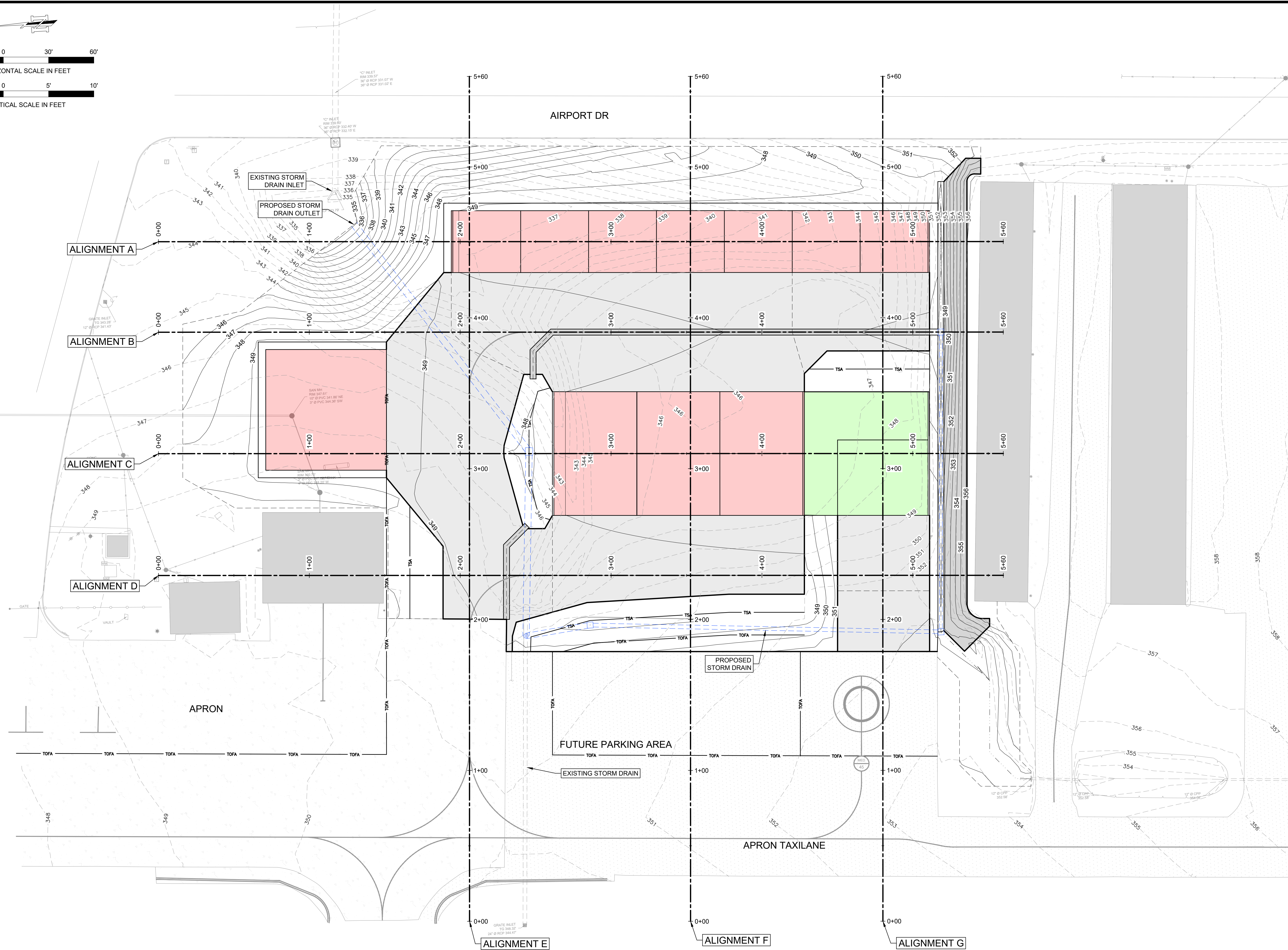
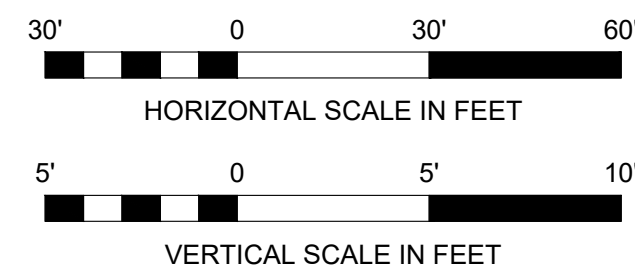
1. GL1,3,4 and 5 Updated Location

-
2. HANGAR LEASE SURVEY 1-2024
 3. Huntsville Hangars GL-1 2024 - Executed and Signed
 4. Huntsville Hangars GL-3 2024 - Executed and Signed
 5. Huntsville Hangars GL-4 2024 - Executed and Signed
 6. Liles GL-5 Ground Lease 2024 - Executed and Signed

\\KSA-NET\GATEWAY\PROJECTS\104931\008 CAD\10 EXHIBITS\02 CIVIL\104931-PROFILE EXHIBITS.DWG | SITE PLAN | 6/3/2026 - 3:39 PM - LAST SAVED BY: CMOERI



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CITY OF HUNTSMVILLE SOUTHEAST DEVELOPMENT HUNTSMVILLE, TEXAS			
PROJECT NAME:			
SHEET NAME:			
DATE			
REVISION			
MARK			
DRAWN BY:	CJM	DESIGNED BY:	MJH
LATEST REVISION:	-	KSA JOB NO.:	104931
KSA, 1111 Haven Ave., Shreveport, LA 71107, T. 318.221.7501, www.ksaeng.com			
This document is released for the purpose of interim review under the authority of Mark J. Hall, P.E., Lic. # xxxxxxxx, on June 3, 2026. It is not to be used for construction, bidding, or permit purposes.			
SEAL: TBPE Firm Registration No. F-1356			
SHEET NO.			
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GEOMETRIC AND GRADING PLAN

CITY OF HUNTSVILLE
SOUTHEAST DEVELOPMENT
HUNTSVILLE, TEXAS

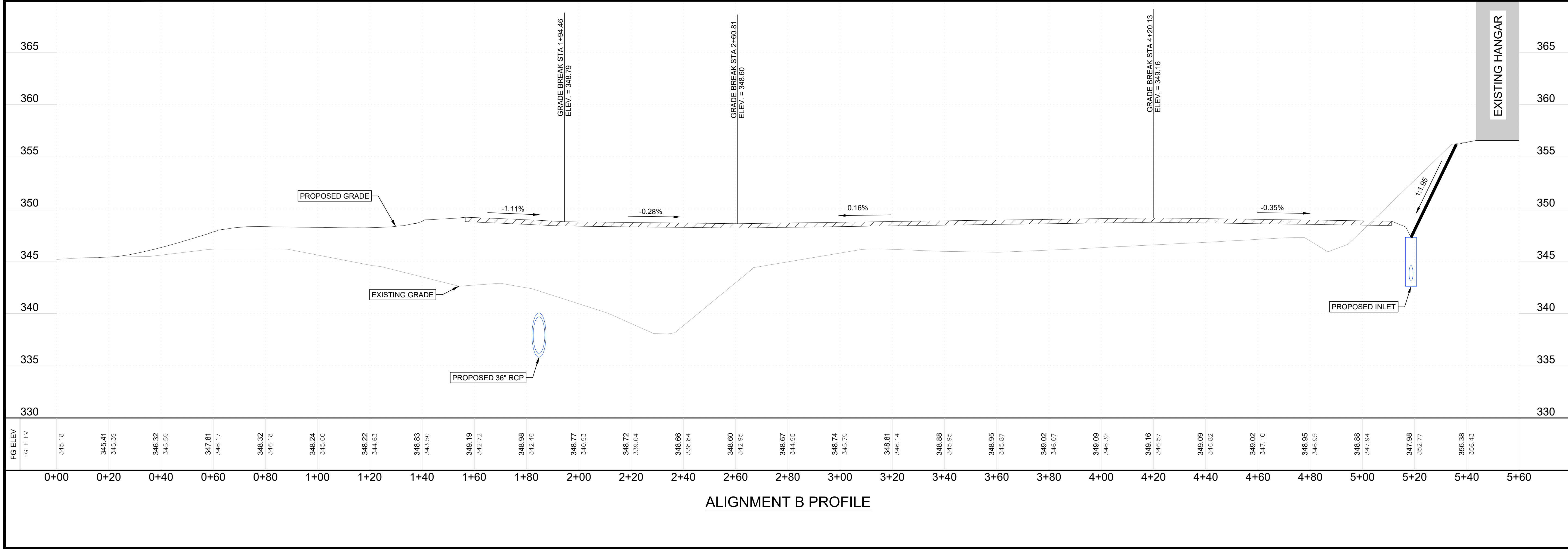
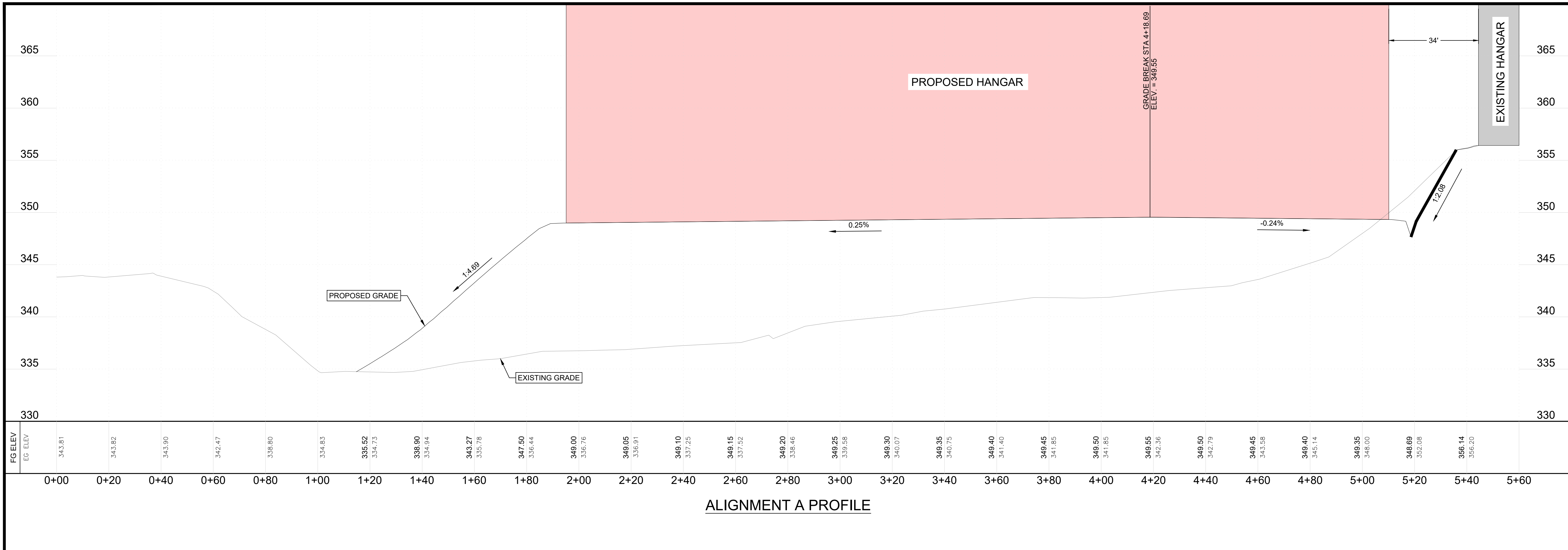
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CJM	
DESIGNED BY:	
MJH	
LATEST REVISION:	
-	
KSA JOB NO.:	
104931	



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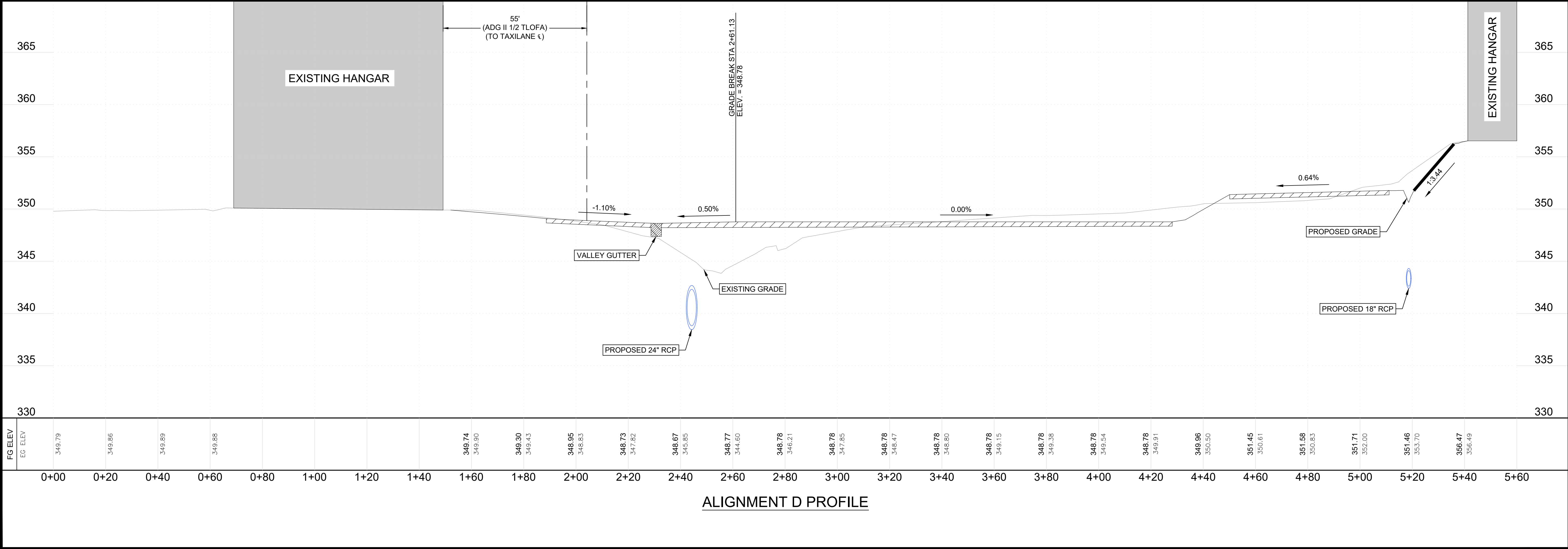
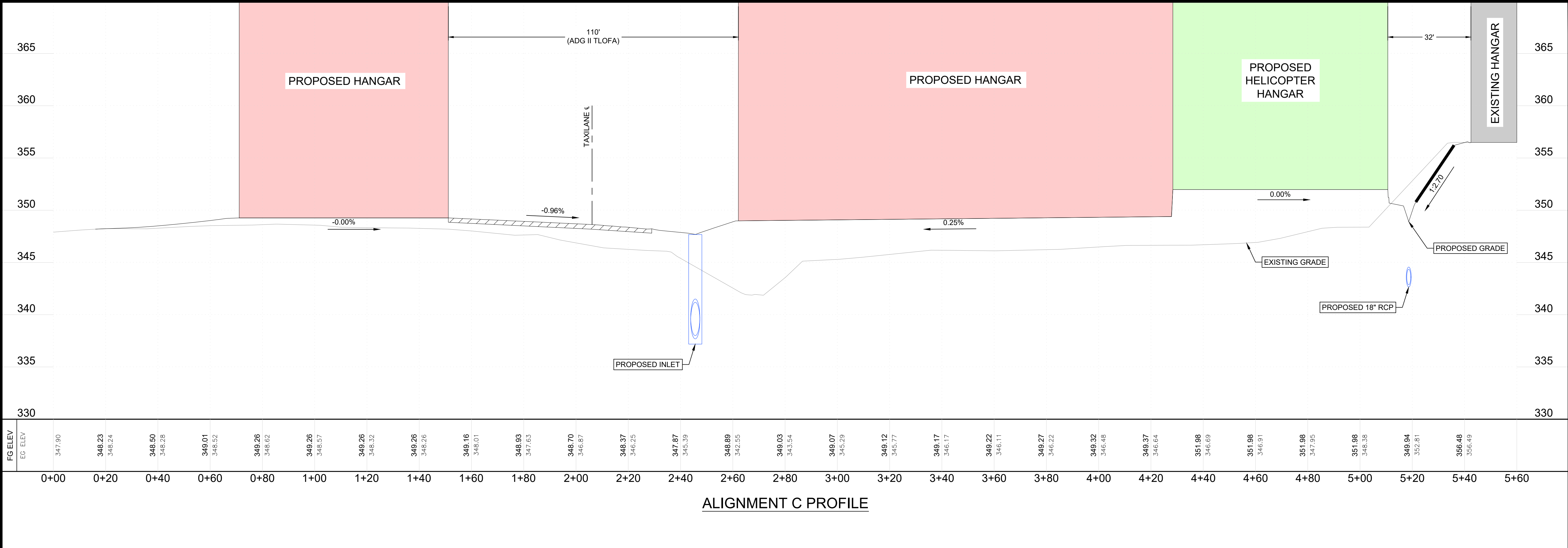
SEAL:
TBPE Firm Registration No. F-1356
SHEET NO.

2



 KSA a PAPE-DAWSON company 1111 Hawn Ave. Shreveport, LA 71107 T. 318.221.7501 www.ksaeng.com	DRAWN BY: CJM	CITY OF HUNTSVILLE SOUTHEAST DEVELOPMENT HUNTSVILLE, TEXAS	PROJECT NAME: 	SHEET NAME: 	MARK:	REVISION:	DATE:
	DESIGNED BY: MJH						
	LATEST REVISION: 						
	KSA JOB NO.: 104931						
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SHEET NO. 3							

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PROFILES 2

CITY OF HUNTSMVILLE
SOUTHEAST DEVELOPMENT
HUNTSMVILLE, TEXAS

DRAWN BY:
CJM

DESIGNED BY:
MJH

LATEST REVISION:
-

KSA JOB NO.:
104931

DATE

REVISION

MARK

SHEET NAME:

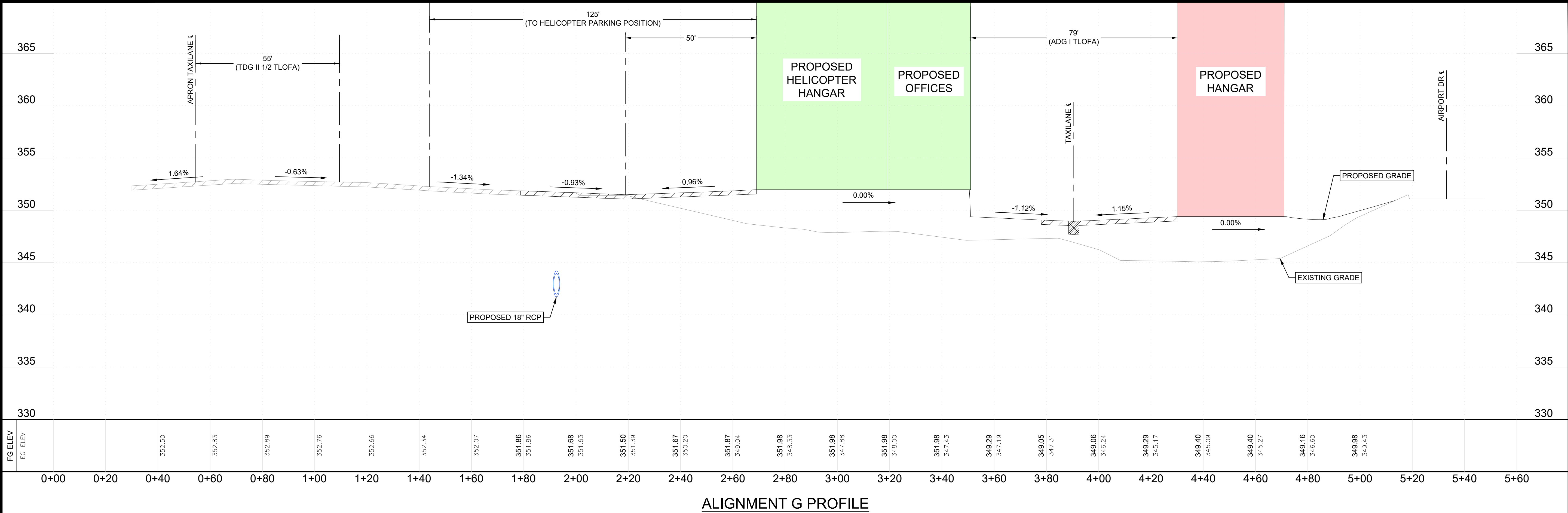
SEAL:
TBPE Firm Registration No. F-1356

SHEET NO.
4

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KSA
a PAPE-DAVISON company
1111 Hawn Ave.
Shreveport, LA 71107
T. 318.221.7501
www.ksaeng.com

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 a PAPE-DAWSON company 1111 Haven Ave. Shreveport, LA 71107 T. 318.221.7501 www.ksaeng.com	DRAWN BY: CJM	DESIGNED BY: MJH	LATEST REVISION: -	KSA JOB NO.: 104931
	PROJECT NAME: CITY OF HUNTSVILLE SOUTHEAST DEVELOPMENT HUNTSVILLE, TEXAS			
	SHEET NAME: PROFILES 4			
	MARK			
	REVISION			
DATE				
SEAL: TBPE Firm Registration No. F-1356				
SHEET NO. 6				

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Line Table		
Line No.	Bearing	Length
L1	S 86°39'09" E	283.85
L2	S 03°20'51" W	44.14
L3	N 86°39'09" W	137.52
L4	S 03°20'51" W	33.27
L5	N 86°39'09" W	146.33
L6	N 03°20'51" E	77.41
L7	S 03°20'51" W	99.37
L8	N 86°39'09" W	91.62
L9	N 03°20'51" E	66.10
L10	N 86°39'09" W	45.91
L11	S 86°39'09" E	91.87
L12	S 03°13'06" W	112.28

Line Table		
Line No.	Bearing	Length
L13	N 86°39'09" W	17.00
L14	N 03°20'51" E	94.17
L15	N 86°39'09" W	75.12
L16	N 03°20'51" E	206.45
L17	S 86°39'09" E	82.24
L18	S 03°20'51" W	160.00
L19	N 86°39'09" W	82.24
L20	N 03°20'51" E	160.00
L21	N 86°39'09" W	82.24
L22	N 03°20'51" E	92.50
L23	S 03°20'51" W	92.50

Notes:

1. All corners of Lease parcels are monumented with 1/2" iron rod with 2" dia. alum. cap stamped "City of Huntsville, L. E. Woods, R.P.L.S. 2524" unless otherwise noted.

2. See metes and bounds descriptions labeled Exhibit "A" prepared concurrently with this plat.

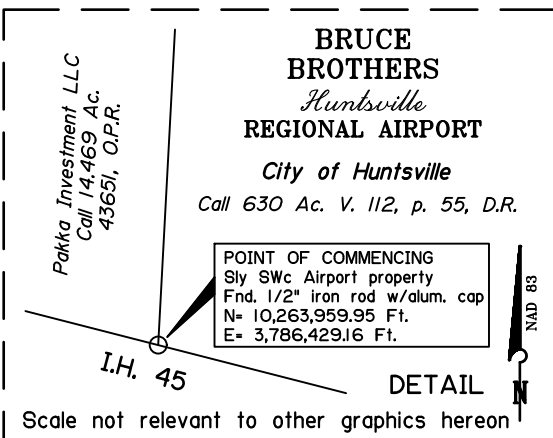
P.O.B. GL-1
N= 10,264,643.28 Ft.
E= 3,787,374.11 Ft.
bears N 54°07'40" E
1,661.3 from Sly SWc of
Airport property

P.O.B. GL-2
N= 10,264,582.64 Ft.
E= 3,787,654.91 Ft.
bears N 63°04'08" E
1,374.84 from Sly SWc of
Airport property

P.O.B. GL-3
N= 10,264,459.22 Ft.
E= 3,787,555.91 Ft.
bears N 66°06'06" E
1,232.41 from Sly SWc of
Airport property

P.O.B. GL-4
N= 10,264,456.19 Ft.
E= 3,787,363.17 Ft.
bears N 62°01'05" E
1,057.65 from Sly SWc of
Airport property

P.O.B. GL-5
N= 10,264,199.32 Ft.
E= 3,787,430.52 Ft.
bears N 76°33'21" E
1,029.57 from Sly SWc of
Airport property



Coordinate System, Basis of Bearings and Linear Units:

Coordinates and bearings hereon are referred to the Texas Coordinate System of 1983, Central Zone, and based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 Meters and E= 1,154,289.433 Meters. Distances shown hereon are U. S. Survey Feet in "GRID" units and may be converted to "Geodetic Horizontal" units by dividing by a combined scale factor of 0.99988.

I, Leonard E. Woods, certify that this plat represents a survey made on the ground under my direct supervision and that all corners, found or set, are monumented as shown hereon.

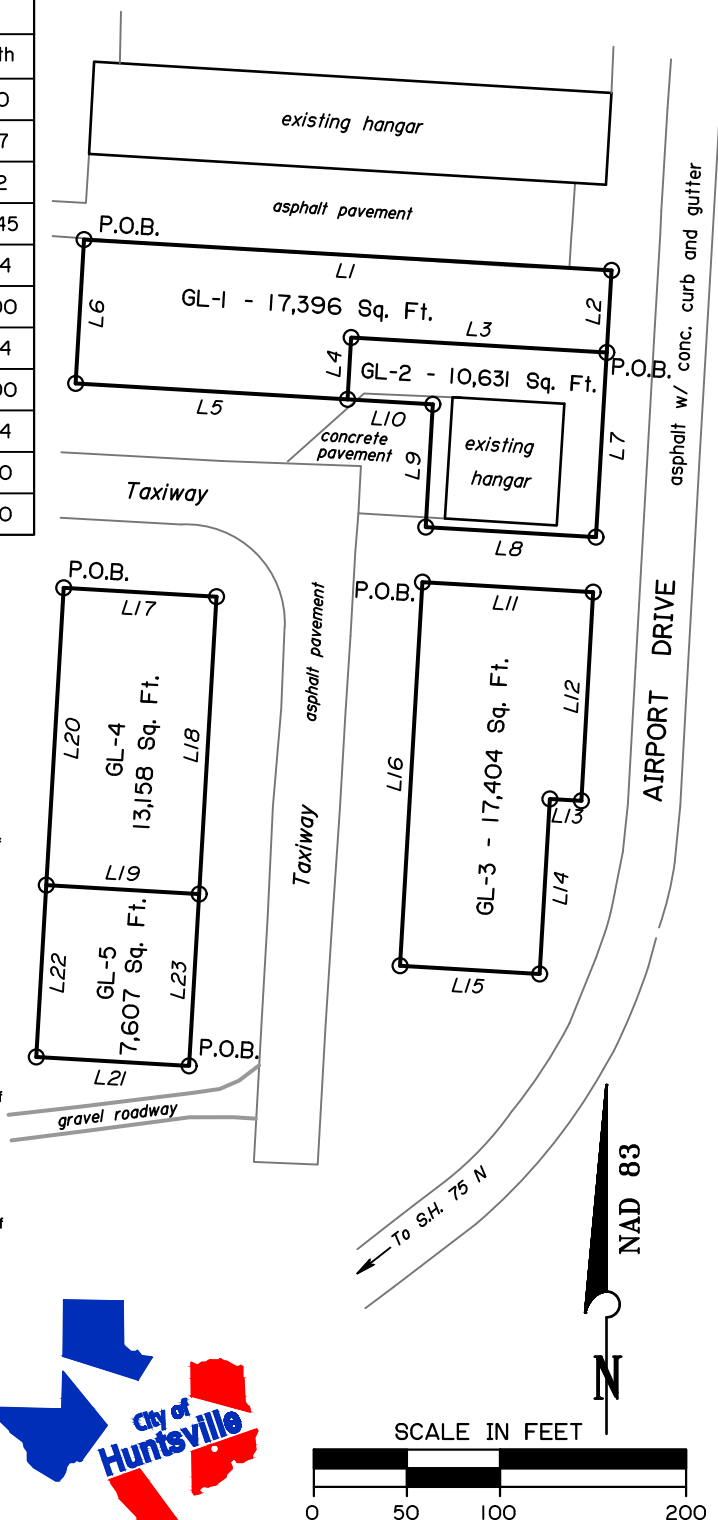
Leonard E. Woods

Leonard E. Woods
Reg. Prof. Land Surveyor No. 2524
FEBRUARY 2024



City of Huntsville
Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320
Project No. 12-01-02
Y:\SURVEYORS\PROJECTS\COH2\PS\12-01-02
AIRPORT\NEW HANGAR LEASE\HANGAR LEASE
1-2024.dwg

EXHIBIT "B"



PLAT OF SURVEY OF GROUND LEASE PARCELS GL-1, GL-2, GL-3, GL-4 AND GL-5 UPON

CITY OF HUNTSMVILLE, TEXAS PROPERTY
CITY OF HUNTSMVILLE
WARREN BIRDSSELL LEAGUE, A-6
WALKER COUNTY, TEXAS

FEBRUARY 2024

**Bruce Brothers Huntsville Municipal AIRPORT
GROUND LEASE AGREEMENT**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Walker§

This lease is made and entered into this 6th day of February 2024, by and between the City of Huntsville, hereinafter referred to as LESSOR and which is the owner of the Bruce Brothers Huntsville Municipal Airport, hereinafter referred to as AIRPORT and Huntsville Hangars, LLC, 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 land/hangar/building/office as stated herein;

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

I. LEASED AREA

Lessor, in consideration of the rents, covenants and promises by Lessee herein contained, does hereby lease to Lessee and Lessee does hereby rent and accept from Lessor that real property referred to as the leased premises and more particularly described as Tract No. GL-1, located on the Airport as shown on Exhibit A attached hereto and incorporated herein by reference.

II. TERM

This Lease shall be for a term of thirty (30) years (the 'lease term') beginning on February 6, 2024, and ending 30 years from the issuance of the certificate of occupancy, subject to earlier termination as hereinafter provided. At the end of the lease term the Lessee shall have the right of first refusal to re-lease the leased property on terms to be negotiated in good faith by both parties. Upon approval of this ground lease agreement construction of the hanger must commence within one (1) year.

III. GROUNDS FOR TERMINATION

Grounds for termination of this lease at any time by Lessor shall include but not limited to:

1. Non-payment of rental.
2. Violation of any term, condition or promise contained or referenced herein.
3. Violation by Lessee of any provision of Chapter 10, Aviation of the Code of Ordinances of the City of Huntsville as amended, and as amended in the future, all of which is incorporated herein by reference.
4. Violation of Airport Zoning or the lawful rules, regulations, or orders of the City of Huntsville.
5. Violation of the laws, rules, rulings, orders or regulations of the State of Texas, the United States or the Federal Aviation Administration pertaining to the Bruce Brothers Huntsville Municipal Airport of tenants or aircraft operators thereon.

6. Failure to comply with the commencement of construction within the one (1) year period.

Prior to termination under this section, the City of Huntsville shall provide Lessee with written notice of anything deemed to be a violation or cause for lease termination and Lessee shall, except as otherwise set forth herein, have seven (7) days to cease and desist such violation or to remedy such other act or omission. As to any such violation, act or omission deemed by the City Manager or appropriate officers or officials of Lessor to be a source of substantial or imminent danger to the safety of persons or property, including air or ground traffic, Lessee shall, upon written or oral notice from Lessor, immediately and forthwith cease and desist such violation, act or omission or Lessee's leasehold right hereunder shall be subject to immediate oral termination by Lessor. The seven (7) day notice, where applicable, shall further only apply to the first two notifications of violations, acts or omissions by Lessee in any lease term, there being no necessity for such notice before termination thereafter.

IV. CONSIDERATION

1. In consideration for the lease of the Land/Hangar/Building/Office referenced herein, Lessee hereby agrees to pay yearly rental of \$2,609.40 (**fifteen (\$0.15)** cents per sq. ft.) of lease premises leased to Lessee. The first year's payment shall be prorated to the beginning of the City's next fiscal year and shall be made in advance upon the signing of this lease. Thereafter, all future payments shall be billed during the first month of each fiscal year during the term of this contract plus any extensions thereto, and shall be payable within 20 days of billing.
2. Lessee agrees that the lease payment listed herein shall be subject to review annually by Lessor throughout the term of the lease and prior to any extensions granted. Any adjustments to the lease payment shall be based on the United States Consumer Price Index for all Urban Consumers (CPI-U) for the month of June preceding the change date. Any adjustment to the lease fee shall become effective the first day of Lessor's fiscal year and shall not exceed five percent (5%) per year. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next adjustment. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Office/Building shall not be decreased, but shall remain at the same level as was charged during the preceding 1 year period.
3. Lessee agrees to at all times keep the premises of the Land/Hangar/Building/Office, including the inside and outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, boats and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency regarding 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 pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased premises clean and free of hazards, such failure shall be a ground for termination under this lease. Lessor may, after thirty (30) days written notice, arrange for the clean-up of the littered or hazardous area. Such clean-up shall be charged to Lessee and payable upon demand. Failure to render proper payment for such clean-up and/or general disregard of the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
4. Lessee agrees to maintain the hangar and improvements located on the leased premises in a good state of repair. Such Lessee shall further keep the leased premises insured with policies of general liability insurance, in an amount of \$1,000,000.00 for each person injured, up to an aggregated \$1,000,000.00 for personal injury in any one accident and \$2,000,000.00 for property damage. Such policy originals shall name the City of Huntsville as additional insured and be paid for and kept in force by Lessee throughout the term of this lease and duplicates of such policies and renewals thereof and changes thereto shall promptly be delivered to Lessor.
5. Lessee shall be responsible for any and all taxes assessed on improvements placed on leased premises.

V. PERMITTED USE

Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease without hindrance

or molestation of Lessor or any person claiming under Lessor except such portion of the leased premises, if any, as shall be taken under the power of eminent domain.

In the event the tract herein leased has a hangar or other improvements located thereon or such are subsequently placed thereon, Lessor expressly disclaims any express or implied warranties regarding such structure including soundness, habitability, safety, or condition. Lessor further advises Lessee that it makes no warranties regarding the fitness for purpose of any equipment and fixtures and the like, Lessee taking them As Is and with all faults since this is a ground lease only.

Where allowed by Lessor, Lessee agrees to allow other Lessees of adjoining tracts subsequently constructing hangars to attach to and use Lessee's walls and supports. Consideration for such use to the Lessee of the existing hangar shall be prompt payment by the subsequent hangar Lessee of one-half (1/2) of the actual cost of hangar common walls payable to the current Lessees of the adjoining hangars.

Lessee may store his privately owned property inside the hangar, provided that it meets local fire codes and at least seventy-five (75) percent of the hangar floor area is used for aircraft and aviation related purposes.

Lessee may store aviation related products or equipment inside the hangar for use in his aircraft so long, and only so long, as such products or equipment are contained in marked, approved containers, and are stored in accordance with the Airport Rules and Regulations as amended and incorporated herein by reference. Such storage shall be at the discretion of and with written approval from the Huntsville Fire Marshal certifying such storage is allowed under local fire codes.

Lessor reserves the right to enter the leased premises at all reasonable times to inspect for compliance with this lease and the ordinances, regulations, laws, rules and orders of the Lessor, the State of Texas and of the United States.

At the expiration of the lease term, Lessee shall quit and surrender the leased premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable use and wear and tear thereof and in accordance with the other terms within this lease.

VI. RESTRICTED USE

Lessee agrees that he will not conduct any commercial activity on the leased premises without permission for such operations being granted in writing by Lessor.

Lessee agrees that, subject to the other terms of this paragraph, the usage of at least seventy-five (75) percent of the hangar floor area shall be limited to aircraft and aviation related purposes. In addition, no personal property, including automobile, bus, truck, or other transportation mode, may be permanently stored on associated apron, paved, or grass area.

A Lessee shall not be deemed to be engaged in commercial operations for purposes of determining whether such person is or should become a Fixed Base Operator engaged in hangar rental if the Lessee:

- A. Allows such storage or parking pursuant to a written sublease agreement on a form provided by the City of Huntsville which requires Sublessee to honor all terms and conditions of the Sublessor's lease with the City, and
- B. Owns, leases or subleases not more than 35 percent of the number of hangars of all types located at the Bruce Brothers Huntsville Municipal Airport, whether or not such hangars are subleased.

The fact that a Lessee or Sublessee is a corporation, partnership, joint venture, limited partnership, or association shall not, of itself, cause the Lessor's or Sublessor's use of the leased premises to be deemed commercial use. Use of the leased premises for purposes other than storage or parking of tenant's aircraft (whether owned or bona fide leased to tenant) and storage and use of aircraft related items such as tools and parts and Lessee's or Sublessee's maintenance on his owned or leased aircraft, or expense sharing as set out in this section, shall be deemed commercial.

For purposes of item B above, a Lessee shall be considered to include persons related in the second degree of consanguinity or affinity or a legal entity majority owned or controlled by such person.

If a hangar is not presently located on the leased premises, Lessee represents that Lessee has the present intention of constructing a permanent conforming aircraft hangar on the leased premises and shall begin construction of such hangar within thirty (30) days of obtaining a building permit from the City of Huntsville, which permit shall be obtained within three hundred and sixty-five (365) days after the signing of this Agreement. Such permit shall be sought with due diligence. Hangars shall be completed within two hundred seventy (270) days of the date of beginning of construction. All hangars constructed on the leased premises shall be built to the minimum requirements of the International Building Code, as amended, as adopted by the City of Huntsville and as from time to time amended. Plans, construction, materials, and workmanship of and in such hangar shall be subject to the same approval and inspection and certificates of occupancy by the building inspectors, officials, and sanitarians of the City of Huntsville as if such were located within the corporate limits of the City of Huntsville. Failure to obtain such building permit, to timely commence and complete such hangar construction, or to build such hangar in compliance with the referenced code and requirements or to obtain such inspections and certificate shall be an additional ground for termination of this lease by Lessor.

Nonconforming hangars already built on leased premises shall be allowed to remain unless abandoned for aircraft storage for one (1) year, destroyed or damaged to the extent of fifty percent (50%). Such abandoned, destroyed, or damaged hangars shall be forthwith removed by the Lessee at Lessee's expense. Such abandoned, destroyed, or damaged hangar may be rebuilt in conforming manner as if it were new construction under the terms of Section V above.

Lessee agrees to have an acceptable number of fire extinguishers of acceptable size as determined by the local fire marshal inside the hangar. Such fire extinguishers shall be readily available in the event of fire.

Lessee's agents, employees, invitees, and guests shall be held to the same standards for conduct as Lessee, and their violations, acts or omissions hereunder shall be seen as those of Lessee for the purposes of this lease.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of sex, race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation, Part 15 of the Federal Aviation Regulations or by the United States or the State of Texas. The Lessor is hereby granted the right to take such action, anything for the contrary notwithstanding, as the United States, State of Texas or their agencies or courts may direct to enforce this nondiscrimination covenant.

VII. SUBLEASE, ASSIGNMENT OR SALE

Lessee agrees not to assign or sublease the leased premises, or any improvements placed on leased premises, or allow any other person except Lessor's agents and employees to occupy the premises, without first obtaining Lessor's written consent. This lease is for the purpose of aviation related business or bona fide leased to Lessee or Sublessee. Upon written consent from Lessor to sublease or assign the leased premises, the proposed Sublessee or assignee shall agree to perform Lessee's duties and responsibilities contained in this Lease Agreement.

Should Lessee or Lessee's assignee in an assignment approved in writing by Lessor, have completed construction on a hangar on the leased premises and Lessee or Lessee's assignee desire to sell such improvements, assign or transfer such leasehold interest herein granted, or such leasehold interest is terminated, then Lessor shall have the first option to purchase such improvements, based upon the following provisions:

- a) Lessee may at his option sell any improvements placed by Lessee on the leased premises. If Lessee has received a bona fide offer to purchase the improvements, then Lessee shall serve written notice to Lessor of such offer, accompanied by an appraisal from a certified appraiser, enclosing a copy of such appraisal and offer which shall be made in writing. Value shall be based upon present value of improvements assuming a ten (10) year lease. Should Lessor elect not to exercise its option to purchase, such sale shall be made subject to approval by Lessor of a new lease to the purchaser of the improvements, (such approval shall not be unreasonably withheld, and provided such sale shall be subject to the right of first refusal provided above).

- b) Lessee shall not serve written notice of such offer upon Lessor unless Lessee actually intends to accept same.
- c) Upon receipt of such written notice, Lessor shall have the option to purchase Lessee's leasehold interest upon the same terms stated in such bona fide offer.
- d) Lessor shall exercise such option to purchase by serving written notice to Lessee within ten (10) days after receipt of Lessee's written notice of the offer.
- e) If Lessor fails to exercise its option to purchase in the manner provided in this section, Lessor's right to purchase shall terminate and Lessee may assign the remaining portion of the Lease (subject to Lessor's approval which shall not be unreasonably withheld) to the offeror in accordance with the terms of such written offer.
- f) Lessee shall not assign this lease or sell such improvements except as herein provided, and any attempted assignment or sale in violation hereof shall be voidable by Lessor.
- g) If improvements placed on the leased premises by Lessee are determined by Lessor to impede airport improvements or expansions detailed in the Airport Master Plan or Airport Layout Plan approved by the Texas Department of Transportation and the Federal Aviation Administration, Lessor may elect to terminate this lease, or refuse any renewal term upon any proposed sale or assignment by Lessee. Further, Lessor may refuse to negotiate a further lease at the end of the lease term. In the event Lessor refuses renewal of this lease on the grounds stated above, then Lessor shall so notify Lessee in writing and pay Lessee the unamortized portion of appraised value of Lessee's improvements based on the remaining years of this lease in accordance with section h below. The appraised value of the improvements shall be determined by a panel of three certified appraisers. Lessor and Lessee shall each appoint one certified appraiser, and the two appraisers so appointed shall select a third person to serve as appraiser. The appraisers shall be selected by Lessor and Lessee within thirty (30) days after Lessor serves notice upon Lessee of its election not to re-lease the leased premises. Lessor shall pay Lessee the calculated appraised value of such improvements, and Lessee shall transfer and convey such improvements to Lessor within ninety (90) days after Lessor serves notice of its election not to re-lease the leased premises.
- h) Within 6 months of the termination of this lease the Lessor shall pay to Lessee the unamortized portion of the cost of the permanent structures and fixed improvements constructed and installed there. That amortization is to be computed based on the number of months remaining on the lease from the date the Certificate of Occupancy is issued to the expiration date of the initial term of this agreement.
- i) In the event of default by Lessee of any term or condition of this lease, and the lease is terminated by Lessor on grounds so specified in this Agreement, or in the event that Lessors and Lessee are unable in the exercise of good faith to agree on the terms of a re-lease of the leased premises at the end of the lease term, then Lessee may at his option either:
 - 1. Within a period of sixty (60) days, upon reasonable advance notice to the Airport Manager, remove all personal property, equipment, or trade fixtures owned by Lessee, with the exception of common walls in hangars, provided that if Lessee elects to remove such improvements he shall restore the leased premises to as good a condition as at the commencement of this Lease, normal use and wear and slab removal excepted. Lessee shall not remove the common wall on any hangars having a common wall. If Lessee so elects to remove such improvements, he shall quit and surrender the leased premises to Lessor on the termination date of the Lease subject to his right of re-entry upon the Leased Premises for the sole purpose of removing such improvements and restoring the leased premises to its original condition.
 - 2. Elect to sell improvements placed on the leased premises. If Lessee elects to sell such improvements, Lessee shall serve written notice of such election upon Lessor within sixty (60)

days after the termination of the Lease. Such notice shall be accompanied by payment of rent for a period of one (1) year, together with any rent arrearage owed by Lessee to Lessor. Upon giving notice and paying the rent stipulated above, Lessee shall have a period of one (1) year following the Lease termination date within which to sell such improvements, and upon such termination of such one-year period Lessee shall have an option to extend the time for selling such improvements for additional one-year periods by giving notice and paying one year's rent in the same manner set forth above. During such period of time, not to exceed five (5) years following termination of the Lease, the leased premises shall remain vacant and shall not be used for any purpose by Lessor or Lessee. Upon the sale of such improvements by Lessee, Lessee's right and privilege to use the leased premises for any purpose whatsoever shall terminate, and the ratable portion of rent paid by Lessee for the remainder of the year during which the sale of such improvements is made shall be refunded by Purchaser to Lessee.

- (i) If Lessee fails to remove or sell his improvements on the Leased Premises in the manner provided above, or if Lessee fails to serve such notices on Lessor and pay the rent required above for extending the time within which Lessee may sell such improvements, such improvements shall be deemed abandoned by Lessee sixty (60) days following the Lease termination date, and all improvements on the Leased Premises shall be forfeited to Lessor as liquidated damages for any past or future default by Lessee in payment of rent under this Agreement, and Lessee's obligation to pay rent hereunder, either arrearages or future rent, shall be terminated.
- (ii) All sublease(s), assignments or sale are subject to the provisions of Article X "Title to Improvements".

VIII. INDEMNITY

Lessee shall indemnify the Lessor, its officers, agents and employees, against all liabilities of and to third persons, excluding liabilities resulting from the primary or active negligence of the Lessor, its officers, agents and employees, arising out of the use or occupancy of the premises by Lessee or others with its consent or out of any other acts or omissions of Lessee, its officers, agents and employees, on the premises or elsewhere on the airport. In the event any claim is made, or action brought that is covered by the above indemnity the Lessor shall give prompt written notice of that claim or action to Lessee and, if requested, Lessee shall attend to the defense of it. The Lessor shall not take any action, including settlement or compromise, which may in any manner adversely affect Lessee's ability to defend against any claim or action, and if the Lessor desires to defend itself without waiving its rights under the indemnity above it shall do so at its own expense and Lessee shall be allowed to participate, at its expense, in the defense.

IX. MAINTENANCE, IMPROVEMENT OF AIRPORT

Lessor has applied for and received or may receive a grant or grants of money from the Federal Aviation Administration pursuant to the Federal Airport Act of 1946, as amended, and/or the Texas Department of Transportation, and the Lessor may in the future apply for and receive other such grants. In connection therewith, Lessor has undertaken and may in the future undertake certain obligations respecting its operation of the airport and activities of its contractors, lessees, and permittees thereon. The performance by Lessee of the covenants, conditions, and obligations contained in this agreement is therefore a special inducement to and consideration for the execution of this lease by Lessor, and Lessee further covenants and agrees that if the Federal Aviation Administration, the Texas Department of Transportation or other governmental body or officer having jurisdiction over the enforcement of the obligations of Lessor in connection with federal or state aid shall make any orders, recommendations, or suggestions respecting the performance by Lessee of its obligations under this agreement, Lessee will promptly comply therewith at the time or when and to the extent that Lessor may direct.

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 leased premises would have a negative impact on, or impair 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. In this case, Lessor shall exercise its right to acquire such improvements as outlined in Section VII above. If the Lessee is unable to utilize the leased space due to improvements and/or repairs to the public use areas of the airport, this lease may be extended by the number of days the leased area is unable to be utilized.

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 necessary at the 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 Lessee by Lessor.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the leased premises throughout the term of this lease, including any connection fees.

X. Title to Improvements

The Lessor solely owns the Leased Premises. Any and all improvements made to the Leased Premises by Lessee shall become the property of Lessor upon the expiration or termination of this Agreement in accordance with Section VII above; provided, however if Lessee is not then in default hereunder, Lessee shall have the right to remove all personal property, equipment, or trade fixtures owned by Lessee from the Leased Premises, but Lessee shall be required to repair any damage to the Leased Premises caused by such removal in a good and workmanlike manner and at Lessee's sole cost and expense. If LESSEE fails or refuses to remove any or all of Lessee's personal property, equipment, and trade fixtures from the Leased Premises on or before the date of the termination of this Agreement, the items which Lessee has failed or refused to remove: (i) shall be considered abandoned by Lessee, (ii) shall become the property of Lessor, and (iii) may be disposed of by Lessor in any manner desired by Lessor in Lessor's unfettered discretion.

XI. EXCLUSIONS

No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

The numeric 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.

Time is of the essence of this agreement.

For the purpose of this 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.

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Walker County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

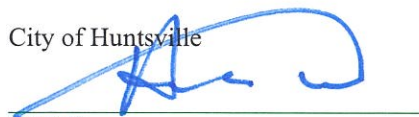
No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative.

This lease entered into this the ____ day of _____

Lessor:

City of Huntsville



City Manager
1212 Avenue M
Huntsville, TX 77340

Lessee:



Huntsville Hangars LLC
P.O. Box 9643
The Woodlands, Texas 77387

ATTEST:



CITY OF HUNTSVILLE, TEXAS
Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320

THE STATE OF TEXAS §

COUNTY OF WALKER §

I, Leonard E. Woods, Registered Professional Land Surveyor No. 2524, do hereby certify that the following field notes represent a survey made on the ground of the following described tract or parcel of land located in Walker County, Texas. Coordinates and bearings herein are referred to the Texas Coordinate System of 1983, Central Zone and are based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 meters and E= 1,154,289.433 meters. Distances herein are U. S. Survey Feet in "Grid" units and may be converted to "Geodetic Horizontal" by dividing by a combined scale factor of 0.99988.

GROUND LEASE parcel GL-1
UPON
CITY OF HUNTSVILLE, TEXAS PROPERTY
W. BIRDSSELL LEAGUE, A-6, WALKER COUNTY, TEXAS

Being 17,396 square feet of land, more or less, situated in the WARREN BIRDSSELL LEAGUE, Abstract No. 6, Walker County, Texas, and being out of and a part of a called 630 acres described in a Deed from The Texas Prison Board to the City of Huntsville, Texas dated November 19, 1945 recorded in Volume 112, page 55, Deed Records of Walker County, Texas, and being within that portion of said City of Huntsville 630 acre tract currently utilized for the Bruce Brothers Huntsville Regional Airport, said 17,396 square feet of land being described by metes and bounds as follows:

COMMENCING, for reference only, in the south line of said City of Huntsville 630 acre tract at the southeast corner of a called 3 acre tract (a daughter tract of said City of Huntsville 630 acre tract) described in a Deed from Curry H. Vogelsang, Trustee to J & W Corporation dated January 8, 1992 and recorded in Volume 159, page 637, Official Public Records of Walker County, Texas, said 3 acre tract being part of a called 14.469 acre tract described in a Deed from J & W Corporation to Pakka Investment LLC dated December 17, 2018 and recorded as Instrument No. 43651, Official Public Records, found a 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,263,959.95 feet and E= 3,786,429.16 feet, in the north right-of-way line State Highway No. 75, said right-of-way being a strip of land eighty feet in width as described in a Quit Claim Deed from Board of Prison Commissioners to Walker County, Texas dated March 23, 1925, and recorded in Volume 54, page 546, Deed Records and currently utilized as right-of-way for Interstate Highway No. 45;

EXHIBIT "A-1"
Page 1 of 2

THENCE N 54°07'40" E, within said City of Huntsville 630 acre tract, a distance of 1,166.13 feet to the **POINT OF BEGINNING**, set 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,264,643.28 feet and E= 3,787,374.11 feet;

THENCE S 86°39'09" E a distance of 283.85 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 03°20'51" W a distance of 44.14 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 86°39'09" W a distance of 137.52 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 03°20'51" W a distance of 33.27 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 86°39'09" W a distance of 146.33 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 03°20'51" E a distance of 77.41 feet to the **POINT OF BEGINNING**.

NOTES:

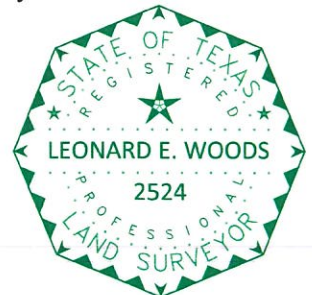
1. For further information, see Survey Plat, prepared concurrently with the legal description herein.
2. All aluminum caps, referenced herein, are 2" in diameter and stamped "City of Huntsville L. E. Woods, RPLS 2524".

Surveyed: February 2024.

Signed _____



Leonard E. Woods
Reg. Prof. Land Surveyor No.2524



Y:\SURVEYORS\PROJECTS\COH12\PS\12-01-02 AIRPORT\NEW HANGAR LEASE\GL-1.fns.doc

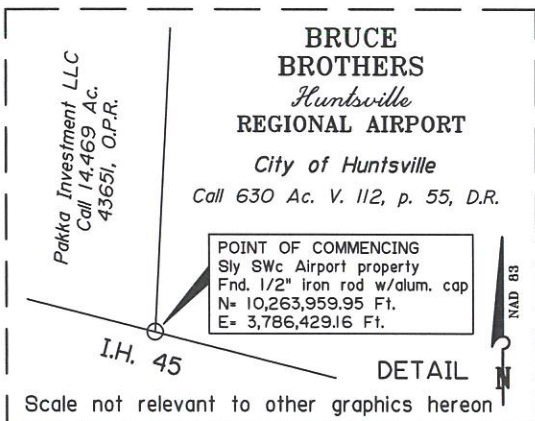
Line Table		
Line No.	Bearing	Length
L1	S 86°39'09" E	283.85
L2	S 03°20'51" W	44.14
L3	N 86°39'09" W	137.52
L4	S 03°20'51" W	33.27
L5	N 86°39'09" W	146.33
L6	N 03°20'51" E	77.41
L7	S 03°20'51" W	99.37
L8	N 86°39'09" W	91.62
L9	N 03°20'51" E	66.10
L10	N 86°39'09" W	45.91
L11	S 86°39'09" E	91.87
L12	S 03°13'06" W	112.28

Line Table		
Line No.	Bearing	Length
L13	N 86°39'09" W	17.00
L14	N 03°20'51" E	94.17
L15	N 86°39'09" W	75.12
L16	N 03°20'51" E	206.45
L17	S 86°39'09" E	82.24
L18	S 03°20'51" W	160.00
L19	N 86°39'09" W	82.24
L20	N 03°20'51" E	160.00
L21	N 86°39'09" W	82.24
L22	N 03°20'51" E	92.50
L23	S 03°20'51" W	92.50

Notes:

1. All corners of Lease parcels are monumented with 1/2" iron rod with 2" dia. alum. cap stamped "City of Huntsville, L. E. Woods, R.P.L.S. 2524" unless otherwise noted.

2. See metes and bounds descriptions labeled Exhibit "A" prepared concurrently with this plat.



Coordinate System, Basis of Bearings and Linear Units:

Coordinates and bearings hereon are referred to the Texas Coordinate System of 1983, Central Zone, and based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 Meters and E= 1,154,289.433 Meters. Distances shown hereon are U. S. Survey Feet in "GRID" units and may be converted to "Geodetic Horizontal" units by dividing by a combined scale factor of 0.99988.

I, Leonard E. Woods, certify that this plat represents a survey made on the ground under my direct supervision and that all corners, found or set, are monumented as shown hereon.

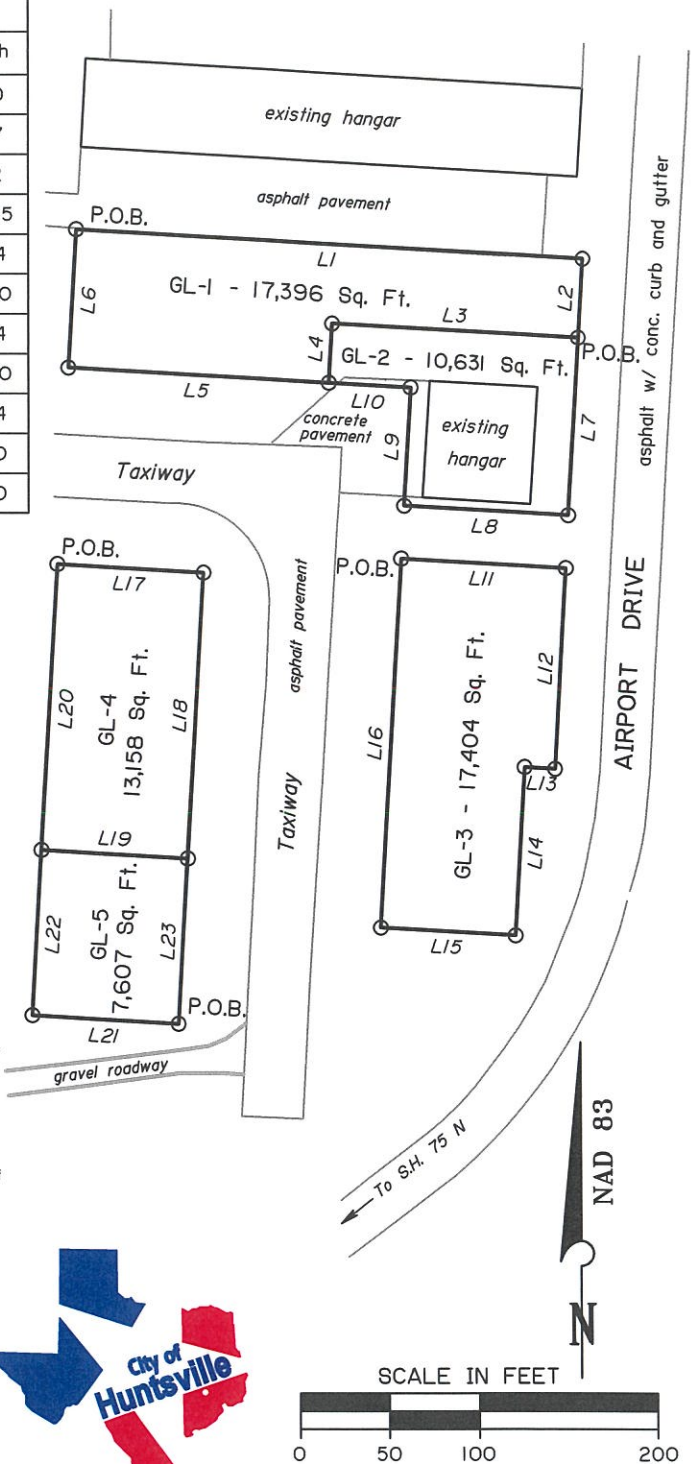
Leonard E. Woods

Leonard E. Woods
Reg. Prof. Land Surveyor No. 2524
FEBRUARY 2024



City of Huntsville
Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320
Project No. 12-01-02
Y:\SURVEYORS\PROJECTS\COH12\PS\12-01-02
AIRPORT\NEW HANGAR LEASE\HANGAR LEASE
1-2024.dwg

EXHIBIT "B"



PLAT OF SURVEY OF
GROUND LEASE PARCELS
GL-1, GL-2, GL-3, GL-4 AND GL-5
UPON

CITY OF HUNTSMVILLE, TEXAS PROPERTY
CITY OF HUNTSMVILLE
WARREN BIRDSSELL LEAGUE, A-6
WALKER COUNTY, TEXAS
FEBRUARY 2024

**Bruce Brothers Huntsville Municipal AIRPORT
GROUND LEASE AGREEMENT**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Walker§

This lease is made and entered into this 6th day of February 2024, by and between the City of Huntsville, hereinafter referred to as LESSOR and which is the owner of the Bruce Brothers Huntsville Municipal Airport, hereinafter referred to as AIRPORT and Huntsville Hangars, LLC, 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 land/hangar/building/office as stated herein;

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

I. LEASED AREA

Lessor, in consideration of the rents, covenants and promises by Lessee herein contained, does hereby lease to Lessee and Lessee does hereby rent and accept from Lessor that real property referred to as the leased premises and more particularly described as Tract No. GL-3, located on the Airport as shown on Exhibit A attached hereto and incorporated herein by reference.

II. TERM

This Lease shall be for a term of thirty (30) years (the 'lease term') beginning on February 6, 2024, and ending 30 years from the issuance of the certificate of occupancy, subject to earlier termination as hereinafter provided. At the end of the lease term the Lessee shall have the right of first refusal to re-lease the leased property on terms to be negotiated in good faith by both parties. Upon approval of this ground lease agreement construction of the hanger must commence within one (1) year.

III. GROUNDS FOR TERMINATION

Grounds for termination of this lease at any time by Lessor shall include but not limited to:

1. Non-payment of rental.
2. Violation of any term, condition or promise contained or referenced herein.
3. Violation by Lessee of any provision of Chapter 10, Aviation of the Code of Ordinances of the City of Huntsville as amended, and as amended in the future, all of which is incorporated herein by reference.
4. Violation of Airport Zoning or the lawful rules, regulations, or orders of the City of Huntsville.
5. Violation of the laws, rules, rulings, orders or regulations of the State of Texas, the United States or the Federal Aviation Administration pertaining to the Bruce Brothers Huntsville Municipal Airport of tenants or aircraft operators thereon.

6. Failure to comply with the commencement of construction within the one (1) year period.

Prior to termination under this section, the City of Huntsville shall provide Lessee with written notice of anything deemed to be a violation or cause for lease termination and Lessee shall, except as otherwise set forth herein, have seven (7) days to cease and desist such violation or to remedy such other act or omission. As to any such violation, act or omission deemed by the City Manager or appropriate officers or officials of Lessor to be a source of substantial or imminent danger to the safety of persons or property, including air or ground traffic, Lessee shall, upon written or oral notice from Lessor, immediately and forthwith cease and desist such violation, act or omission or Lessee's leasehold right hereunder shall be subject to immediate oral termination by Lessor. The seven (7) day notice, where applicable, shall further only apply to the first two notifications of violations, acts or omissions by Lessee in any lease term, there being no necessity for such notice before termination thereafter.

IV. CONSIDERATION

1. In consideration for the lease of the Land/Hangar/Building/Office referenced herein, Lessee hereby agrees to pay yearly rental of \$2,610.60 (fifteen (\$0.15) cents per sq. ft.) of lease premises leased to Lessee. The first year's payment shall be prorated to the beginning of the City's next fiscal year and shall be made in advance upon the signing of this lease. Thereafter, all future payments shall be billed during the first month of each fiscal year during the term of this contract plus any extensions thereto, and shall be payable within 20 days of billing.
2. Lessee agrees that the lease payment listed herein shall be subject to review annually by Lessor throughout the term of the lease and prior to any extensions granted. Any adjustments to the lease payment shall be based on the United States Consumer Price Index for all Urban Consumers (CPI-U) for the month of June preceding the change date. Any adjustment to the lease fee shall become effective the first day of Lessor's fiscal year and shall not exceed five percent (5%) per year. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next adjustment. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Office/Building shall not be decreased, but shall remain at the same level as was charged during the preceding 1 year period.
3. Lessee agrees to at all times keep the premises of the Land/Hangar/Building/Office, including the inside and outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, boats and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency regarding 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 pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased premises clean and free of hazards, such failure shall be a ground for termination under this lease. Lessor may, after thirty (30) days written notice, arrange for the clean-up of the littered or hazardous area. Such clean-up shall be charged to Lessee and payable upon demand. Failure to render proper payment for such clean-up and/or general disregard of the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
4. Lessee agrees to maintain the hangar and improvements located on the leased premises in a good state of repair. Such Lessee shall further keep the leased premises insured with policies of general liability insurance, in an amount of \$1,000,000.00 for each person injured, up to an aggregated \$1,000,000.00 for personal injury in any one accident and \$2,000,000.00 for property damage. Such policy originals shall name the City of Huntsville as additional insured and be paid for and kept in force by Lessee throughout the term of this lease and duplicates of such policies and renewals thereof and changes thereto shall promptly be delivered to Lessor.
5. Lessee shall be responsible for any and all taxes assessed on improvements placed on leased premises.

V. PERMITTED USE

Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease without hindrance

days after the termination of the Lease. Such notice shall be accompanied by payment of rent for a period of one (1) year, together with any rent arrearage owed by Lessee to Lessor. Upon giving notice and paying the rent stipulated above, Lessee shall have a period of one (1) year following the Lease termination date within which to sell such improvements, and upon such termination of such one-year period Lessee shall have an option to extend the time for selling such improvements for additional one-year periods by giving notice and paying one year's rent in the same manner set forth above. During such period of time, not to exceed five (5) years following termination of the Lease, the leased premises shall remain vacant and shall not be used for any purpose by Lessor or Lessee. Upon the sale of such improvements by Lessee, Lessee's right and privilege to use the leased premises for any purpose whatsoever shall terminate, and the ratable portion of rent paid by Lessee for the remainder of the year during which the sale of such improvements is made shall be refunded by Purchaser to Lessee.

- (i) If Lessee fails to remove or sell his improvements on the Leased Premises in the manner provided above, or if Lessee fails to serve such notices on Lessor and pay the rent required above for extending the time within which Lessee may sell such improvements, such improvements shall be deemed abandoned by Lessee sixty (60) days following the Lease termination date, and all improvements on the Leased Premises shall be forfeited to Lessor as liquidated damages for any past or future default by Lessee in payment of rent under this Agreement, and Lessee's obligation to pay rent hereunder, either arrearages or future rent, shall be terminated.
- (ii) All sublease(s), assignments or sale are subject to the provisions of Article X "Title to Improvements".

VIII. INDEMNITY

Lessee shall indemnify the Lessor, its officers, agents and employees, against all liabilities of and to third persons, excluding liabilities resulting from the primary or active negligence of the Lessor, its officers, agents and employees, arising out of the use or occupancy of the premises by Lessee or others with its consent or out of any other acts or omissions of Lessee, its officers, agents and employees, on the premises or elsewhere on the airport. In the event any claim is made, or action brought that is covered by the above indemnity the Lessor shall give prompt written notice of that claim or action to Lessee and, if requested, Lessee shall attend to the defense of it. The Lessor shall not take any action, including settlement or compromise, which may in any manner adversely affect Lessee's ability to defend against any claim or action, and if the Lessor desires to defend itself without waiving its rights under the indemnity above it shall do so at its own expense and Lessee shall be allowed to participate, at its expense, in the defense.

IX. MAINTENANCE, IMPROVEMENT OF AIRPORT

Lessor has applied for and received or may receive a grant or grants of money from the Federal Aviation Administration pursuant to the Federal Airport Act of 1946, as amended, and/or the Texas Department of Transportation, and the Lessor may in the future apply for and receive other such grants. In connection therewith, Lessor has undertaken and may in the future undertake certain obligations respecting its operation of the airport and activities of its contractors, lessees, and permittees thereon. The performance by Lessee of the covenants, conditions, and obligations contained in this agreement is therefore a special inducement to and consideration for the execution of this lease by Lessor, and Lessee further covenants and agrees that if the Federal Aviation Administration, the Texas Department of Transportation or other governmental body or officer having jurisdiction over the enforcement of the obligations of Lessor in connection with federal or state aid shall make any orders, recommendations, or suggestions respecting the performance by Lessee of its obligations under this agreement, Lessee will promptly comply therewith at the time or when and to the extent that Lessor may direct.

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 leased premises would have a negative impact on, or impair 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. In this case, Lessor shall exercise its right to acquire such improvements as outlined in Section VII above. If the Lessee is unable to utilize the leased space due to improvements and/or repairs to the public use areas of the airport, this lease may be extended by the number of days the leased area is unable to be utilized.

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 necessary at the 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 Lessee by Lessor.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the leased premises throughout the term of this lease, including any connection fees.

X. Title to Improvements

The Lessor solely owns the Leased Premises. Any and all improvements made to the Leased Premises by Lessee shall become the property of Lessor upon the expiration or termination of this Agreement in accordance with Section VII above; provided, however if Lessee is not then in default hereunder, Lessee shall have the right to remove all personal property, equipment, or trade fixtures owned by Lessee from the Leased Premises, but Lessee shall be required to repair any damage to the Leased Premises caused by such removal in a good and workmanlike manner and at Lessee's sole cost and expense. If LESSEE fails or refuses to remove any or all of Lessee's personal property, equipment, and trade fixtures from the Leased Premises on or before the date of the termination of this Agreement, the items which Lessee has failed or refused to remove: (i) shall be considered abandoned by Lessee, (ii) shall become the property of Lessor, and (iii) may be disposed of by Lessor in any manner desired by Lessor in Lessor's unfettered discretion.

XI. EXCLUSIONS

No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

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For the purpose of this 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.

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Walker County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

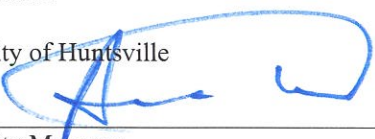
No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative.

This lease entered into this the ____ day of _____

Lessor:

City of Huntsville



City Manager
1212 Avenue M
Huntsville, TX 77340

Lessee:

 CEO

Huntsville Hangars LLC
P.O. Box 9643
The Woodlands, Texas 77387

ATTEST:



CITY OF HUNTSVILLE, TEXAS

Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320

THE STATE OF TEXAS §

COUNTY OF WALKER §

I, Leonard E. Woods, Registered Professional Land Surveyor No. 2524, do hereby certify that the following field notes represent a survey made on the ground of the following described tract or parcel of land located in Walker County, Texas. Coordinates and bearings herein are referred to the Texas Coordinate System of 1983, Central Zone and are based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 meters and E= 1,154,289.433 meters. Distances herein are U. S. Survey Feet in "Grid" units and may be converted to "Geodetic Horizontal" by dividing by a combined scale factor of 0.99988.

GROUND LEASE parcel GL-3

UPON

CITY OF HUNTSVILLE, TEXAS PROPERTY

W. BIRDSSELL LEAGUE, A-6, WALKER COUNTY, TEXAS

Being 17,404 square feet of land, more or less, situated in the WARREN BIRDSSELL LEAGUE, Abstract No. 6, Walker County, Texas, and being out of and a part of a called 630 acres described in a Deed from The Texas Prison Board to the City of Huntsville, Texas dated November 19, 1945 recorded in Volume 112, page 55, Deed Records of Walker County, Texas, and being within that portion of said City of Huntsville 630 acre tract currently utilized for the Bruce Brothers Huntsville Regional Airport, said 17,404 square feet of land being described by metes and bounds as follows:

COMMENCING, for reference only, in the south line of said City of Huntsville 630 acre tract at the southeast corner of a called 3 acre tract (a daughter tract of said City of Huntsville 630 acre tract) described in a Deed from Curry H. Vogelsang, Trustee to J & W Corporation dated January 8, 1992 and recorded in Volume 159, page 637, Official Public Records of Walker County, Texas, said 3 acre tract being part of a called 14.469 acre tract described in a Deed from J & W Corporation to Pakka Investment LLC dated December 17, 2018 and recorded as Instrument No. 43651, Official Public Records, found a 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,263,959.95 feet and E= 3,786,429.16 feet, in the north right-of-way line State Highway No. 75, said right-of-way being a strip of land eighty feet in width as described in a Quit Claim Deed from Board of Prison Commissioners to Walker County, Texas dated March 23, 1925, and recorded in Volume 54, page 546, Deed Records and currently utilized as right-of-way for Interstate Highway No. 45;

EXHIBIT "A"

Page 1 of 2

THENCE N 66°06'06" E, within said City of Huntsville 630 acre tract, a distance of 1,232.41 feet to the **POINT OF BEGINNING**, set 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,264,459.22 feet and E= 3,787,555.91 feet;

THENCE S 86°39'09" E a distance of 91.87 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 03°13'06" W a distance of 112.28 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 86°39'09" W a distance of 17.00 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 03°20'51" W a distance of 94.17 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 86°39'09" W a distance of 75.12 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 03°20'51" E a distance of 206.45 feet to the **POINT OF BEGINNING**.

NOTES:

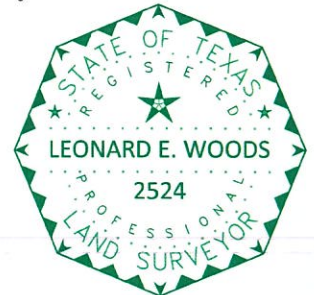
1. For further information, see Survey Plat, prepared concurrently with the legal description herein.
2. All aluminum caps, referenced herein, are 2" in diameter and stamped "City of Huntsville L. E. Woods, RPLS 2524".

Surveyed: February 2024.

Signed _____

Leonard E. Woods

Leonard E. Woods
Reg. Prof. Land Surveyor No.2524



Y:\SURVEYORS\PROJECTS\COH12\PS\12-01-02 AIRPORT\NEW HANGAR LEASE\GL-3.fns.doc

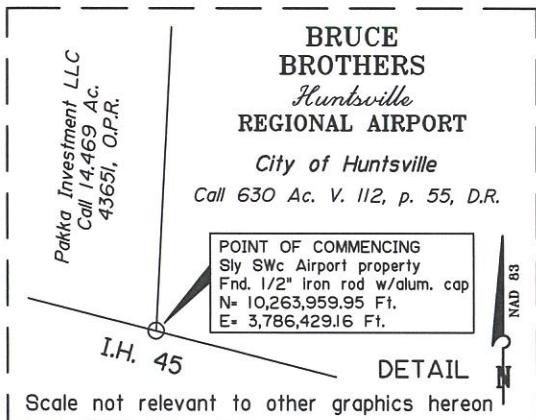
Line Table		
Line No.	Bearing	Length
L1	S 86°39'09" E	283.85
L2	S 03°20'51" W	44.14
L3	N 86°39'09" W	137.52
L4	S 03°20'51" W	33.27
L5	N 86°39'09" W	146.33
L6	N 03°20'51" E	77.41
L7	S 03°20'51" W	99.37
L8	N 86°39'09" W	91.62
L9	N 03°20'51" E	66.10
L10	N 86°39'09" W	45.91
L11	S 86°39'09" E	91.87
L12	S 03°13'06" W	112.28

Line Table		
Line No.	Bearing	Length
L13	N 86°39'09" W	17.00
L14	N 03°20'51" E	94.17
L15	N 86°39'09" W	75.12
L16	N 03°20'51" E	206.45
L17	S 86°39'09" E	82.24
L18	S 03°20'51" W	160.00
L19	N 86°39'09" W	82.24
L20	N 03°20'51" E	160.00
L21	N 86°39'09" W	82.24
L22	N 03°20'51" E	92.50
L23	S 03°20'51" W	92.50

Notes:

1. All corners of Lease parcels are monumented with 1/2" iron rod with 2" dia. alum. cap stamped "City of Huntsville, L. E. Woods, R.P.L.S. 2524" unless otherwise noted.

2. See metes and bounds descriptions labeled Exhibit "A" prepared concurrently with this plat.



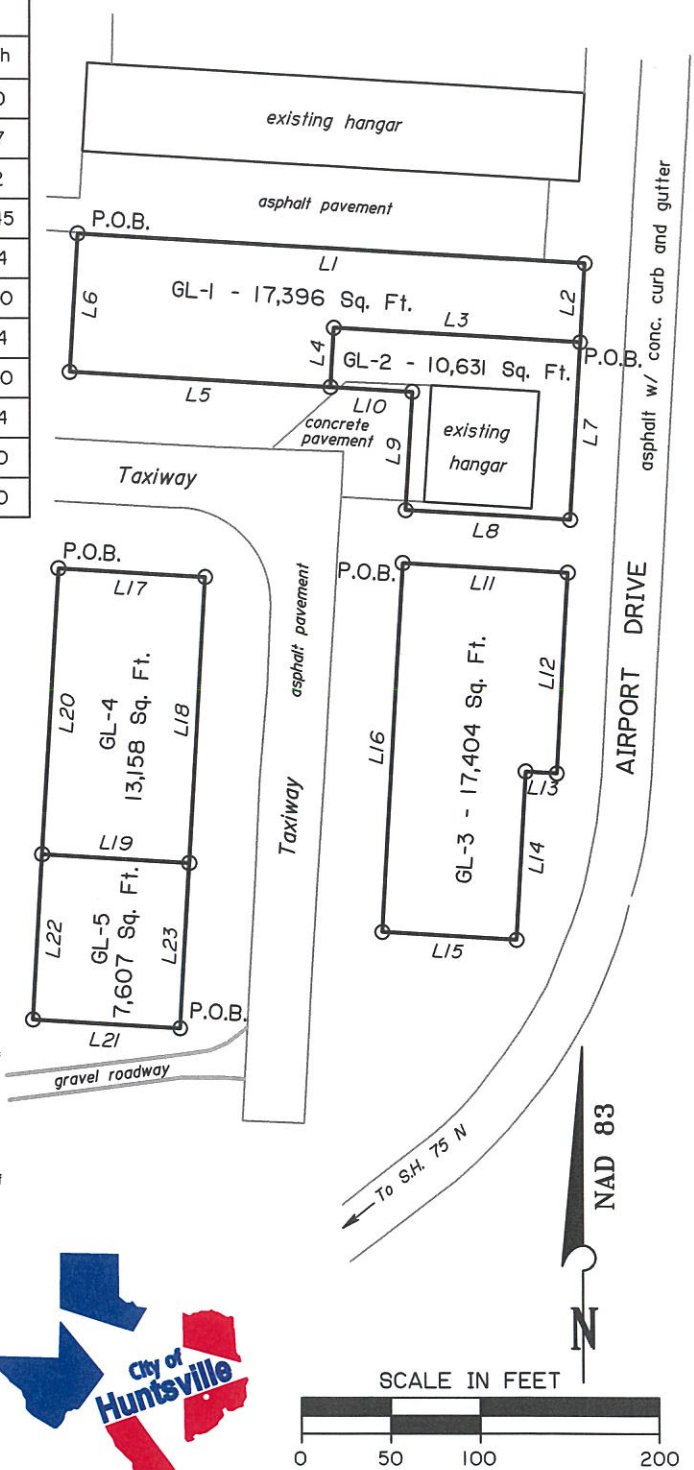
P.O.B. GL-1
N= 10,264,643.28 Ft.
E= 3,787,374.11 Ft.
bears N 54°07'40" E
1,166.13 from Sly Swc of
Airport property

P.O.B. GL-2
N= 10,264,582.64 Ft.
E= 3,787,654.91 Ft.
bears N 63°04'08" E
1,374.84 from Sly Swc of
Airport property

P.O.B. GL-3
N= 10,264,459.22 Ft.
E= 3,787,555.91 Ft.
bears N 66°06'06" E
1,232.41 from Sly Swc of
Airport property

P.O.B. GL-4
N= 10,264,456.19 Ft.
E= 3,787,363.17 Ft.
bears N 62°01'05" E
1,057.65 from Sly Swc of
Airport property

P.O.B. GL-5
N= 10,264,199.32 Ft.
E= 3,787,430.52 Ft.
bears N 76°33'21" E
1,029.57 from Sly Swc of
Airport property



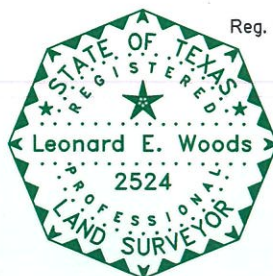
Coordinate System, Basis of Bearings and Linear Units:

Coordinates and bearings hereon are referred to the Texas Coordinate System of 1983, Central Zone, and based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 Meters and E= 1,154,289.433 Meters. Distances shown hereon are U. S. Survey Feet in "GRID" units and may be converted to "Geodetic Horizontal" units by dividing by a combined scale factor of 0.99988.

I, Leonard E. Woods, certify that this plat represents a survey made on the ground under my direct supervision and that all corners, found or set, are monumented as shown hereon.

Leonard E. Woods

Leonard E. Woods
Reg. Prof. Land Surveyor No. 2524
FEBRUARY 2024



City of Huntsville
Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320
Project No. 12-01-02
Y:\SURVEYORS\PROJECTS\COHI2\PS\12-01-02
AIRPORT\NEW HANGAR LEASE\HANGAR LEASE
1-2024.dwg

EXHIBIT "B"

PLAT OF SURVEY OF
GROUND LEASE PARCELS
GL-1, GL-2, GL-3, GL-4 AND GL-5
UPON

CITY OF HUNTSMVILLE, TEXAS PROPERTY
CITY OF HUNTSMVILLE
WARREN BIRDSSELL LEAGUE, A-6
WALKER COUNTY, TEXAS
FEBRUARY 2024

**Bruce Brothers Huntsville Municipal AIRPORT
GROUND LEASE AGREEMENT**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Walker§

This lease is made and entered into this 6th day of February, by and between the City of Huntsville, hereinafter referred to as LESSOR and which is the owner of the Bruce Brothers Huntsville Municipal Airport, hereinafter referred to as AIRPORT and Huntsville Hangars, LLC, 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 land/hangar/building/office as stated herein;

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

I. LEASED AREA

Lessor, in consideration of the rents, covenants and promises by Lessee herein contained, does hereby lease to Lessee and Lessee does hereby rent and accept from Lessor that real property referred to as the leased premises and more particularly described as Tract No. GL-4, located on the Airport as shown on Exhibit A attached hereto and incorporated herein by reference.

II. TERM

This Lease shall be for a term of thirty (30) years (the 'lease term') beginning on February 6, 2024, and ending 30 years from the issuance of the certificate of occupancy, subject to earlier termination as hereinafter provided. At the end of the lease term the Lessee shall have the right of first refusal to re-lease the leased property on terms to be negotiated in good faith by both parties. Upon approval of this ground lease agreement construction of the hanger must commence within one (1) year.

III. GROUNDS FOR TERMINATION

Grounds for termination of this lease at any time by Lessor shall include but not limited to:

1. Non-payment of rental.
2. Violation of any term, condition or promise contained or referenced herein.
3. Violation by Lessee of any provision of Chapter 10, Aviation of the Code of Ordinances of the City of Huntsville as amended, and as amended in the future, all of which is incorporated herein by reference.
4. Violation of Airport Zoning or the lawful rules, regulations, or orders of the City of Huntsville.
5. Violation of the laws, rules, rulings, orders or regulations of the State of Texas, the United States or the Federal Aviation Administration pertaining to the Bruce Brothers Huntsville Municipal Airport of tenants or aircraft operators thereon.

6. Failure to comply with the commencement of construction within the one (1) year period.

Prior to termination under this section, the City of Huntsville shall provide Lessee with written notice of anything deemed to be a violation or cause for lease termination and Lessee shall, except as otherwise set forth herein, have seven (7) days to cease and desist such violation or to remedy such other act or omission. As to any such violation, act or omission deemed by the City Manager or appropriate officers or officials of Lessor to be a source of substantial or imminent danger to the safety of persons or property, including air or ground traffic, Lessee shall, upon written or oral notice from Lessor, immediately and forthwith cease and desist such violation, act or omission or Lessee's leasehold right hereunder shall be subject to immediate oral termination by Lessor. The seven (7) day notice, where applicable, shall further only apply to the first two notifications of violations, acts or omissions by Lessee in any lease term, there being no necessity for such notice before termination thereafter.

IV. CONSIDERATION

1. In consideration for the lease of the Land/Hangar/Building/Office referenced herein, Lessee hereby agrees to pay yearly rental of \$1,973.70 (fifteen (\$0.15) cents per sq. ft.) of lease premises leased to Lessee. The first year's payment shall be prorated to the beginning of the City's next fiscal year and shall be made in advance upon the signing of this lease. Thereafter, all future payments shall be billed during the first month of each fiscal year during the term of this contract plus any extensions thereto, and shall be payable within 20 days of billing.
2. Lessee agrees that the lease payment listed herein shall be subject to review annually by Lessor throughout the term of the lease and prior to any extensions granted. Any adjustments to the lease payment shall be based on the United States Consumer Price Index for all Urban Consumers (CPI-U) for the month of June preceding the change date. Any adjustment to the lease fee shall become effective the first day of Lessor's fiscal year and shall not exceed five percent (5%) per year. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next adjustment. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Office/Building shall not be decreased, but shall remain at the same level as was charged during the preceding 1 year period.
3. Lessee agrees to at all times keep the premises of the Land/Hangar/Building/Office, including the inside and outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, boats and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency regarding 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 pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased premises clean and free of hazards, such failure shall be a ground for termination under this lease. Lessor may, after thirty (30) days written notice, arrange for the clean-up of the littered or hazardous area. Such clean-up shall be charged to Lessee and payable upon demand. Failure to render proper payment for such clean-up and/or general disregard of the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
4. Lessee agrees to maintain the hangar and improvements located on the leased premises in a good state of repair. Such Lessee shall further keep the leased premises insured with policies of general liability insurance, in an amount of \$1,000,000.00 for each person injured, up to an aggregated \$1,000,000.00 for personal injury in any one accident and \$2,000,000.00 for property damage. Such policy originals shall name the City of Huntsville as additional insured and be paid for and kept in force by Lessee throughout the term of this lease and duplicates of such policies and renewals thereof and changes thereto shall promptly be delivered to Lessor.
5. Lessee shall be responsible for any and all taxes assessed on improvements placed on leased premises.

V. PERMITTED USE

Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease without hindrance

or molestation of Lessor or any person claiming under Lessor except such portion of the leased premises, if any, as shall be taken under the power of eminent domain.

In the event the tract herein leased has a hangar or other improvements located thereon or such are subsequently placed thereon, Lessor expressly disclaims any express or implied warranties regarding such structure including soundness, habitability, safety, or condition. Lessor further advises Lessee that it makes no warranties regarding the fitness for purpose of any equipment and fixtures and the like, Lessee taking them As Is and with all faults since this is a ground lease only.

Where allowed by Lessor, Lessee agrees to allow other Lessees of adjoining tracts subsequently constructing hangars to attach to and use Lessee's walls and supports. Consideration for such use to the Lessee of the existing hangar shall be prompt payment by the subsequent hangar Lessee of one-half (1/2) of the actual cost of hangar common walls payable to the current Lessees of the adjoining hangars.

Lessee may store his privately owned property inside the hangar, provided that it meets local fire codes and at least seventy-five (75) percent of the hangar floor area is used for aircraft and aviation related purposes.

Lessee may store aviation related products or equipment inside the hangar for use in his aircraft so long, and only so long, as such products or equipment are contained in marked, approved containers, and are stored in accordance with the Airport Rules and Regulations as amended and incorporated herein by reference. Such storage shall be at the discretion of and with written approval from the Huntsville Fire Marshal certifying such storage is allowed under local fire codes.

Lessor reserves the right to enter the leased premises at all reasonable times to inspect for compliance with this lease and the ordinances, regulations, laws, rules and orders of the Lessor, the State of Texas and of the United States.

At the expiration of the lease term, Lessee shall quit and surrender the leased premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable use and wear and tear thereof and in accordance with the other terms within this lease.

VI. RESTRICTED USE

Lessee agrees that he will not conduct any commercial activity on the leased premises without permission for such operations being granted in writing by Lessor.

Lessee agrees that, subject to the other terms of this paragraph, the usage of at least seventy-five (75) percent of the hangar floor area shall be limited to aircraft and aviation related purposes. In addition, no personal property, including automobile, bus, truck, or other transportation mode, may be permanently stored on associated apron, paved, or grass area.

A Lessee shall not be deemed to be engaged in commercial operations for purposes of determining whether such person is or should become a Fixed Base Operator engaged in hangar rental if the Lessee:

- A. Allows such storage or parking pursuant to a written sublease agreement on a form provided by the City of Huntsville which requires Sublessee to honor all terms and conditions of the Sublessor's lease with the City, and
- B. Owns, leases or subleases not more than 35 percent of the number of hangars of all types located at the Bruce Brothers Huntsville Municipal Airport, whether or not such hangars are subleased.

The fact that a Lessee or Sublessee is a corporation, partnership, joint venture, limited partnership, or association shall not, of itself, cause the Lessor's or Sublessor's use of the leased premises to be deemed commercial use. Use of the leased premises for purposes other than storage or parking of tenant's aircraft (whether owned or bona fide leased to tenant) and storage and use of aircraft related items such as tools and parts and Lessee's or Sublessee's maintenance on his owned or leased aircraft, or expense sharing as set out in this section, shall be deemed commercial.

For purposes of item B above, a Lessee shall be considered to include persons related in the second degree of consanguinity or affinity or a legal entity majority owned or controlled by such person.

If a hangar is not presently located on the leased premises, Lessee represents that Lessee has the present intention of constructing a permanent conforming aircraft hangar on the leased premises and shall begin construction of such hangar within thirty (30) days of obtaining a building permit from the City of Huntsville, which permit shall be obtained within three hundred and sixty-five (365) days after the signing of this Agreement. Such permit shall be sought with due diligence. Hangars shall be completed within two hundred seventy (270) days of the date of beginning of construction. All hangars constructed on the leased premises shall be built to the minimum requirements of the International Building Code, as amended, as adopted by the City of Huntsville and as from time to time amended. Plans, construction, materials, and workmanship of and in such hangar shall be subject to the same approval and inspection and certificates of occupancy by the building inspectors, officials, and sanitarians of the City of Huntsville as if such were located within the corporate limits of the City of Huntsville. Failure to obtain such building permit, to timely commence and complete such hangar construction, or to build such hangar in compliance with the referenced code and requirements or to obtain such inspections and certificate shall be an additional ground for termination of this lease by Lessor.

Nonconforming hangars already built on leased premises shall be allowed to remain unless abandoned for aircraft storage for one (1) year, destroyed or damaged to the extent of fifty percent (50%). Such abandoned, destroyed, or damaged hangars shall be forthwith removed by the Lessee at Lessee's expense. Such abandoned, destroyed, or damaged hangar may be rebuilt in conforming manner as if it were new construction under the terms of Section V above.

Lessee agrees to have an acceptable number of fire extinguishers of acceptable size as determined by the local fire marshal inside the hangar. Such fire extinguishers shall be readily available in the event of fire.

Lessee's agents, employees, invitees, and guests shall be held to the same standards for conduct as Lessee, and their violations, acts or omissions hereunder shall be seen as those of Lessee for the purposes of this lease.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of sex, race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation, Part 15 of the Federal Aviation Regulations or by the United States or the State of Texas. The Lessor is hereby granted the right to take such action, anything for the contrary notwithstanding, as the United States, State of Texas or their agencies or courts may direct to enforce this nondiscrimination covenant.

VII. SUBLEASE, ASSIGNMENT OR SALE

Lessee agrees not to assign or sublease the leased premises, or any improvements placed on leased premises, or allow any other person except Lessor's agents and employees to occupy the premises, without first obtaining Lessor's written consent. This lease is for the purpose of aviation related business or bona fide leased to Lessee or Sublessee. Upon written consent from Lessor to sublease or assign the leased premises, the proposed Sublessee or assignee shall agree to perform Lessee's duties and responsibilities contained in this Lease Agreement.

Should Lessee or Lessee's assignee in an assignment approved in writing by Lessor, have completed construction on a hangar on the leased premises and Lessee or Lessee's assignee desire to sell such improvements, assign or transfer such leasehold interest herein granted, or such leasehold interest is terminated, then Lessor shall have the first option to purchase such improvements, based upon the following provisions:

- a) Lessee may at his option sell any improvements placed by Lessee on the leased premises. If Lessee has received a bona fide offer to purchase the improvements, then Lessee shall serve written notice to Lessor of such offer, accompanied by an appraisal from a certified appraiser, enclosing a copy of such appraisal and offer which shall be made in writing. Value shall be based upon present value of improvements assuming a ten (10) year lease. Should Lessor elect not to exercise its option to purchase, such sale shall be made subject to approval by Lessor of a new lease to the purchaser of the improvements, (such approval shall not be unreasonably withheld, and provided such sale shall be subject to the right of first refusal provided above).

- b) Lessee shall not serve written notice of such offer upon Lessor unless Lessee actually intends to accept same.
- c) Upon receipt of such written notice, Lessor shall have the option to purchase Lessee's leasehold interest upon the same terms stated in such bona fide offer.
- d) Lessor shall exercise such option to purchase by serving written notice to Lessee within ten (10) days after receipt of Lessee's written notice of the offer.
- e) If Lessor fails to exercise its option to purchase in the manner provided in this section, Lessor's right to purchase shall terminate and Lessee may assign the remaining portion of the Lease (subject to Lessor's approval which shall not be unreasonably withheld) to the offeror in accordance with the terms of such written offer.
- f) Lessee shall not assign this lease or sell such improvements except as herein provided, and any attempted assignment or sale in violation hereof shall be voidable by Lessor.
- g) If improvements placed on the leased premises by Lessee are determined by Lessor to impede airport improvements or expansions detailed in the Airport Master Plan or Airport Layout Plan approved by the Texas Department of Transportation and the Federal Aviation Administration, Lessor may elect to terminate this lease, or refuse any renewal term upon any proposed sale or assignment by Lessee. Further, Lessor may refuse to negotiate a further lease at the end of the lease term. In the event Lessor refuses renewal of this lease on the grounds stated above, then Lessor shall so notify Lessee in writing and pay Lessee the unamortized portion of appraised value of Lessee's improvements based on the remaining years of this lease in accordance with section h below. The appraised value of the improvements shall be determined by a panel of three certified appraisers. Lessor and Lessee shall each appoint one certified appraiser, and the two appraisers so appointed shall select a third person to serve as appraiser. The appraisers shall be selected by Lessor and Lessee within thirty (30) days after Lessor serves notice upon Lessee of its election not to re-lease the leased premises. Lessor shall pay Lessee the calculated appraised value of such improvements, and Lessee shall transfer and convey such improvements to Lessor within ninety (90) days after Lessor serves notice of its election not to re-lease the leased premises.
- (h) Within 6 months of the termination of this lease the Lessor shall pay to Lessee the unamortized portion of the cost of the permanent structures and fixed improvements constructed and installed there. That amortization is to be computed based on the number of months remaining on the lease from the date the Certificate of Occupancy is issued to the expiration date of the initial term of this agreement.
- (i) In the event of default by Lessee of any term or condition of this lease, and the lease is terminated by Lessor on grounds so specified in this Agreement, or in the event that Lessors and Lessee are unable in the exercise of good faith to agree on the terms of a re-lease of the leased premises at the end of the lease term, then Lessee may at his option either:
 - 1. Within a period of sixty (60) days, upon reasonable advance notice to the Airport Manager, remove all personal property, equipment, or trade fixtures owned by Lessee, with the exception of common walls in hangars, provided that if Lessee elects to remove such improvements he shall restore the leased premises to as good a condition as at the commencement of this Lease, normal use and wear and slab removal excepted. Lessee shall not remove the common wall on any hangars having a common wall. If Lessee so elects to remove such improvements, he shall quit and surrender the leased premises to Lessor on the termination date of the Lease subject to his right of re-entry upon the Leased Premises for the sole purpose of removing such improvements and restoring the leased premises to its original condition.
 - 2. Elect to sell improvements placed on the leased premises. If Lessee elects to sell such improvements, Lessee shall serve written notice of such election upon Lessor within sixty (60)

days after the termination of the Lease. Such notice shall be accompanied by payment of rent for a period of one (1) year, together with any rent arrearage owed by Lessee to Lessor. Upon giving notice and paying the rent stipulated above, Lessee shall have a period of one (1) year following the Lease termination date within which to sell such improvements, and upon such termination of such one-year period Lessee shall have an option to extend the time for selling such improvements for additional one-year periods by giving notice and paying one year's rent in the same manner set forth above. During such period of time, not to exceed five (5) years following termination of the Lease, the leased premises shall remain vacant and shall not be used for any purpose by Lessor or Lessee. Upon the sale of such improvements by Lessee, Lessee's right and privilege to use the leased premises for any purpose whatsoever shall terminate, and the ratable portion of rent paid by Lessee for the remainder of the year during which the sale of such improvements is made shall be refunded by Purchaser to Lessee.

- (i) If Lessee fails to remove or sell his improvements on the Leased Premises in the manner provided above, or if Lessee fails to serve such notices on Lessor and pay the rent required above for extending the time within which Lessee may sell such improvements, such improvements shall be deemed abandoned by Lessee sixty (60) days following the Lease termination date, and all improvements on the Leased Premises shall be forfeited to Lessor as liquidated damages for any past or future default by Lessee in payment of rent under this Agreement, and Lessee's obligation to pay rent hereunder, either arrearages or future rent, shall be terminated.
- (ii) All sublease(s), assignments or sale are subject to the provisions of Article X "Title to Improvements".

VIII. INDEMNITY

Lessee shall indemnify the Lessor, its officers, agents and employees, against all liabilities of and to third persons, excluding liabilities resulting from the primary or active negligence of the Lessor, its officers, agents and employees, arising out of the use or occupancy of the premises by Lessee or others with its consent or out of any other acts or omissions of Lessee, its officers, agents and employees, on the premises or elsewhere on the airport. In the event any claim is made, or action brought that is covered by the above indemnity the Lessor shall give prompt written notice of that claim or action to Lessee and, if requested, Lessee shall attend to the defense of it. The Lessor shall not take any action, including settlement or compromise, which may in any manner adversely affect Lessee's ability to defend against any claim or action, and if the Lessor desires to defend itself without waiving its rights under the indemnity above it shall do so at its own expense and Lessee shall be allowed to participate, at its expense, in the defense.

IX. MAINTENANCE, IMPROVEMENT OF AIRPORT

Lessor has applied for and received or may receive a grant or grants of money from the Federal Aviation Administration pursuant to the Federal Airport Act of 1946, as amended, and/or the Texas Department of Transportation, and the Lessor may in the future apply for and receive other such grants. In connection therewith, Lessor has undertaken and may in the future undertake certain obligations respecting its operation of the airport and activities of its contractors, lessees, and permittees thereon. The performance by Lessee of the covenants, conditions, and obligations contained in this agreement is therefore a special inducement to and consideration for the execution of this lease by Lessor, and Lessee further covenants and agrees that if the Federal Aviation Administration, the Texas Department of Transportation or other governmental body or officer having jurisdiction over the enforcement of the obligations of Lessor in connection with federal or state aid shall make any orders, recommendations, or suggestions respecting the performance by Lessee of its obligations under this agreement, Lessee will promptly comply therewith at the time or when and to the extent that Lessor may direct.

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 leased premises would have a negative impact on, or impair 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. In this case, Lessor shall exercise its right to acquire such improvements as outlined in Section VII above. If the Lessee is unable to utilize the leased space due to improvements and/or repairs to the public use areas of the airport, this lease may be extended by the number of days the leased area is unable to be utilized.

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 necessary at the 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 Lessee by Lessor.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the leased premises throughout the term of this lease, including any connection fees.

X. Title to Improvements

The Lessor solely owns the Leased Premises. Any and all improvements made to the Leased Premises by Lessee shall become the property of Lessor upon the expiration or termination of this Agreement in accordance with Section VII above; provided, however if Lessee is not then in default hereunder, Lessee shall have the right to remove all personal property, equipment, or trade fixtures owned by Lessee from the Leased Premises, but Lessee shall be required to repair any damage to the Leased Premises caused by such removal in a good and workmanlike manner and at Lessee's sole cost and expense. If LESSEE fails or refuses to remove any or all of Lessee's personal property, equipment, and trade fixtures from the Leased Premises on or before the date of the termination of this Agreement, the items which Lessee has failed or refused to remove: (i) shall be considered abandoned by Lessee, (ii) shall become the property of Lessor, and (iii) may be disposed of by Lessor in any manner desired by Lessor in Lessor's unfettered discretion.

XI. EXCLUSIONS

No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

The numeric 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.

Time is of the essence of this agreement.

For the purpose of this 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.

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Walker County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

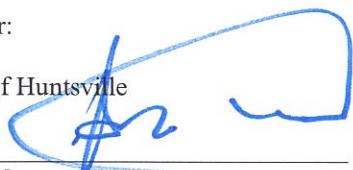
No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative.

This lease entered into this the ____ day of _____

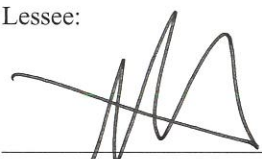
Lessor:

City of Huntsville



City Manager
1212 Avenue M
Huntsville, TX 77340

Lessee:

 CEO

Huntsville Hangars LLC
P.O. Box 9643
The Woodlands, Texas 77387

ATTEST:



CITY OF HUNTSVILLE, TEXAS

Engineering - Surveying

448 State Hwy. 75 North

Huntsville, Texas 77320

THE STATE OF TEXAS §

COUNTY OF WALKER §

I, Leonard E. Woods, Registered Professional Land Surveyor No. 2524, do hereby certify that the following field notes represent a survey made on the ground of the following described tract or parcel of land located in Walker County, Texas. Coordinates and bearings herein are referred to the Texas Coordinate System of 1983, Central Zone and are based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 meters and E= 1,154,289.433 meters. Distances herein are U. S. Survey Feet in "Grid" units and may be converted to "Geodetic Horizontal" by dividing by a combined scale factor of 0.99988.

GROUND LEASE parcel GL-4

UPON

CITY OF HUNTSVILLE, TEXAS PROPERTY

W. BIRDSSELL LEAGUE, A-6, WALKER COUNTY, TEXAS

Being 13,158 square feet of land, more or less, situated in the WARREN BIRDSSELL LEAGUE, Abstract No. 6, Walker County, Texas, and being out of and a part of a called 630 acres described in a Deed from The Texas Prison Board to the City of Huntsville, Texas dated November 19, 1945 recorded in Volume 112, page 55, Deed Records of Walker County, Texas, and being within that portion of said City of Huntsville 630 acre tract currently utilized for the Bruce Brothers Huntsville Regional Airport, said 13,158 square feet of land being described by metes and bounds as follows:

COMMENCING, for reference only, in the south line of said City of Huntsville 630 acre tract at the southeast corner of a called 3 acre tract (a daughter tract of said City of Huntsville 630 acre tract) described in a Deed from Curry H. Vogelsang, Trustee to J & W Corporation dated January 8, 1992 and recorded in Volume 159, page 637, Official Public Records of Walker County, Texas, said 3 acre tract being part of a called 14.469 acre tract described in a Deed from J & W Corporation to Pakka Investment LLC dated December 17, 2018 and recorded as Instrument No. 43651, Official Public Records, found a 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,263,959.95 feet and E= 3,786,429.16 feet, in the north right-of-way line State Highway No. 75, said right-of-way being a strip of land eighty feet in width as described in a Quit Claim Deed from Board of Prison Commissioners to Walker County, Texas dated March 23, 1925, and recorded in Volume 54, page 546, Deed Records and currently utilized as right-of-way for Interstate Highway No. 45;

EXHIBIT "A"

Page 1 of 2

THENCE N 62°01'05" E, within said City of Huntsville 630 acre tract, a distance of 1,057.65 feet to the **POINT OF BEGINNING**, set 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,264,456.19 feet and E= 3,787,363.17 feet;

THENCE S 86°39'09" E a distance of 82.24 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 03°20'51" W a distance of 160.00 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 86°39'09" W a distance of 82.24 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 03°20'51" E a distance of 160.00 feet to the **POINT OF BEGINNING**.

NOTES:

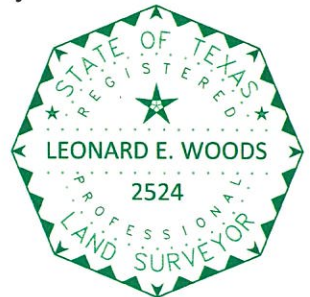
1. For further information, see Survey Plat, prepared concurrently with the legal description herein.
2. All aluminum caps, referenced herein, are 2" in diameter and stamped "City of Huntsville L. E. Woods, RPLS 2524".

Surveyed: February 2024.

Signed _____



Leonard E. Woods
Reg. Prof. Land Surveyor No.2524



Y:\SURVEYORS\PROJECTS\COH12\PS\12-01-02 AIRPORT\NEW HANGAR LEASE\GL-4.fns.doc

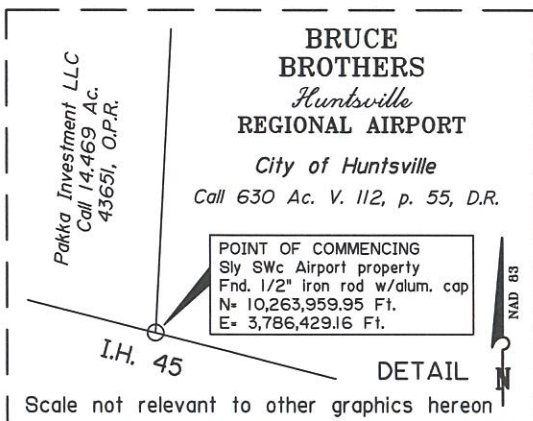
Line Table		
Line No.	Bearing	Length
L1	S 86°39'09" E	283.85
L2	S 03°20'51" W	44.14
L3	N 86°39'09" W	137.52
L4	S 03°20'51" W	33.27
L5	N 86°39'09" W	146.33
L6	N 03°20'51" E	77.41
L7	S 03°20'51" W	99.37
L8	N 86°39'09" W	91.62
L9	N 03°20'51" E	66.10
L10	N 86°39'09" W	45.91
L11	S 86°39'09" E	91.87
L12	S 03°13'06" W	112.28

Line Table		
Line No.	Bearing	Length
L13	N 86°39'09" W	17.00
L14	N 03°20'51" E	94.17
L15	N 86°39'09" W	75.12
L16	N 03°20'51" E	206.45
L17	S 86°39'09" E	82.24
L18	S 03°20'51" W	160.00
L19	N 86°39'09" W	82.24
L20	N 03°20'51" E	160.00
L21	N 86°39'09" W	82.24
L22	N 03°20'51" E	92.50
L23	S 03°20'51" W	92.50

Notes:

1. All corners of Lease parcels are monumented with 1/2" iron rod with 2" dia. alum. cap stamped "City of Huntsville, L. E. Woods, R.P.L.S. 2524" unless otherwise noted.

2. See metes and bounds descriptions labeled Exhibit "A" prepared concurrently with this plat.



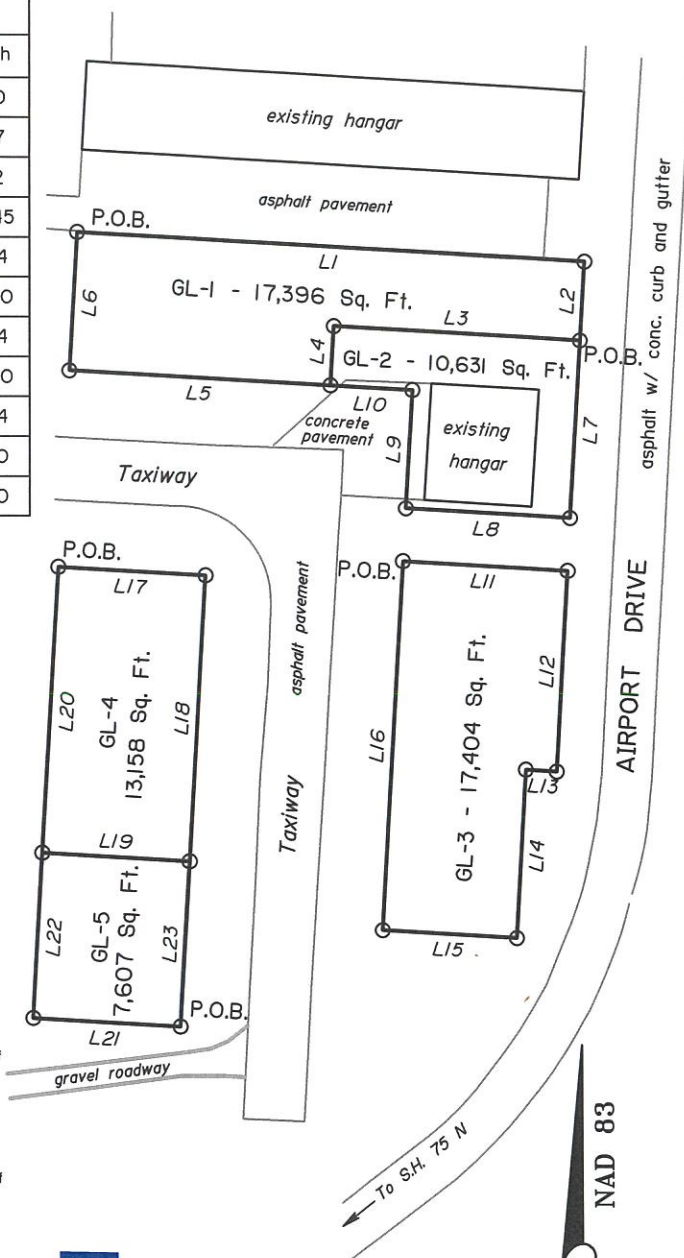
P.O.B. GL-1
N= 10,264,643.28 Ft.
E= 3,787,374.11 Ft.
bears N 54°07'40" E
1,166.13 from Sly SWc of
Airport property

P.O.B. GL-2
N= 10,264,582.64 Ft.
E= 3,787,654.91 Ft.
bears N 63°04'08" E
1,374.84 from Sly SWc of
Airport property

P.O.B. GL-3
N= 10,264,459.22 Ft.
E= 3,787,555.91 Ft.
bears N 66°06'06" E
1,232.41 from Sly SWc of
Airport property

P.O.B. GL-4
N= 10,264,456.19 Ft.
E= 3,787,363.17 Ft.
bears N 62°01'05" E
1,057.65 from Sly SWc of
Airport property

P.O.B. GL-5
N= 10,264,199.32 Ft.
E= 3,787,430.52 Ft.
bears N 76°33'21" E
1,029.57 from Sly SWc of
Airport property



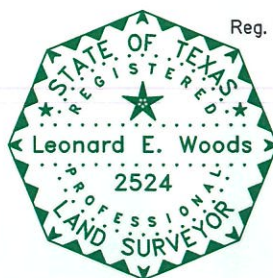
Coordinate System, Basis of Bearings and Linear Units:

Coordinates and bearings hereon are referred to the Texas Coordinate System of 1983, Central Zone, and based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 Meters and E= 1,154,289.433 Meters. Distances shown hereon are U. S. Survey Feet in "GRID" units and may be converted to "Geodetic Horizontal" units by dividing by a combined scale factor of 0.99988.

I, Leonard E. Woods, certify that this plat represents a survey made on the ground under my direct supervision and that all corners, found or set, are monumented as shown hereon.

Leonard E. Woods

Leonard E. Woods
Reg. Prof. Land Surveyor No. 2524
FEBRUARY 2024



City of Huntsville
Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320
Project No. 12-01-02
Y:\SURVEYORS\PROJECTS\COH\12\PS\12-01-02
AIRPORT\NEW HANGAR LEASE\HANGAR LEASE
1-2024.dwg

EXHIBIT "B"

PLAT OF SURVEY OF
GROUND LEASE PARCELS
GL-1, GL-2, GL-3, GL-4 AND GL-5
UPON

CITY OF HUNTSVILLE, TEXAS PROPERTY

CITY OF HUNTSVILLE
WARREN BIRSELL LEAGUE, A-6
WALKER COUNTY, TEXAS

FEBRUARY 2024

**Bruce Brothers Huntsville Municipal AIRPORT
GROUND LEASE AGREEMENT**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Walker§

This lease is made and entered into this 6th day of February 2024, by and between the City of Huntsville, hereinafter referred to as LESSOR and which is the owner of the Bruce Brothers Huntsville Municipal Airport, hereinafter referred to as AIRPORT and Conrad Liles, 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 land/hangar/building/office as stated herein;

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

I. LEASED AREA

Lessor, in consideration of the rents, covenants and promises by Lessee herein contained, does hereby lease to Lessee and Lessee does hereby rent and accept from Lessor that real property referred to as the leased premises and more particularly described as Tract No. **GL-5**, located on the Airport as shown on Exhibit A attached hereto and incorporated herein by reference.

II. TERM

This Lease shall be for a term of thirty (30) years (the 'lease term') beginning on February 6, 2024, and ending 30 years from the issuance of the certificate of occupancy, subject to earlier termination as hereinafter provided. At the end of the lease term the Lessee shall have the right of first refusal to re-lease the leased property on terms to be negotiated in good faith by both parties. Upon approval of this ground lease agreement construction of the hanger must commence within one (1) year.

III. GROUNDS FOR TERMINATION

Grounds for termination of this lease at any time by Lessor shall include but not limited to:

1. Non-payment of rental.
2. Violation of any term, condition or promise contained or referenced herein.
3. Violation by Lessee of any provision of Chapter 10, Aviation of the Code of Ordinances of the City of Huntsville as amended, and as amended in the future, all of which is incorporated herein by reference.
4. Violation of Airport Zoning or the lawful rules, regulations, or orders of the City of Huntsville.
5. Violation of the laws, rules, rulings, orders or regulations of the State of Texas, the United States or the Federal Aviation Administration pertaining to the Bruce Brothers Huntsville Municipal Airport of tenants or aircraft operators thereon.

6. Failure to comply with the commencement of construction within the one (1) year period.

Prior to termination under this section, the City of Huntsville shall provide Lessee with written notice of anything deemed to be a violation or cause for lease termination and Lessee shall, except as otherwise set forth herein, have seven (7) days to cease and desist such violation or to remedy such other act or omission. As to any such violation, act or omission deemed by the City Manager or appropriate officers or officials of Lessor to be a source of substantial or imminent danger to the safety of persons or property, including air or ground traffic, Lessee shall, upon written or oral notice from Lessor, immediately and forthwith cease and desist such violation, act or omission or Lessee's leasehold right hereunder shall be subject to immediate oral termination by Lessor. The seven (7) day notice, where applicable, shall further only apply to the first two notifications of violations, acts or omissions by Lessee in any lease term, there being no necessity for such notice before termination thereafter.

IV. CONSIDERATION

1. In consideration for the lease of the Land/Hangar/Building/Office referenced herein, Lessee hereby agrees to pay yearly rental of \$1,141.05 (fifteen (\$0.15) cents per sq. ft.) of lease premises leased to Lessee. The first year's payment shall be prorated to the beginning of the City's next fiscal year and shall be made in advance upon the signing of this lease. Thereafter, all future payments shall be billed during the first month of each fiscal year during the term of this contract plus any extensions thereto, and shall be payable within 20 days of billing.
2. Lessee agrees that the lease payment listed herein shall be subject to review annually by Lessor throughout the term of the lease and prior to any extensions granted. Any adjustments to the lease payment shall be based on the United States Consumer Price Index for all Urban Consumers (CPI-U) for the month of June preceding the change date. Any adjustment to the lease fee shall become effective the first day of Lessor's fiscal year and shall not exceed five percent (5%) per year. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next adjustment. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Office/Building shall not be decreased, but shall remain at the same level as was charged during the preceding 1 year period.
3. Lessee agrees to at all times keep the premises of the Land/Hangar/Building/Office, including the inside and outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, boats and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency regarding 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 pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased premises clean and free of hazards, such failure shall be a ground for termination under this lease. Lessor may, after thirty (30) days written notice, arrange for the clean-up of the littered or hazardous area. Such clean-up shall be charged to Lessee and payable upon demand. Failure to render proper payment for such clean-up and/or general disregard of the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
4. Lessee agrees to maintain the hangar and improvements located on the leased premises in a good state of repair. Such Lessee shall further keep the leased premises insured with policies of general liability insurance, in an amount of \$1,000,000.00 for each person injured, up to an aggregated \$1,000,000.00 for personal injury in any one accident and \$2,000,000.00 for property damage. Such policy originals shall name the City of Huntsville as additional insured and be paid for and kept in force by Lessee throughout the term of this lease and duplicates of such policies and renewals thereof and changes thereto shall promptly be delivered to Lessor.
5. Lessee shall be responsible for any and all taxes assessed on improvements placed on leased premises.

V. PERMITTED USE

Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease without hindrance

or molestation of Lessor or any person claiming under Lessor except such portion of the leased premises, if any, as shall be taken under the power of eminent domain.

In the event the tract herein leased has a hangar or other improvements located thereon or such are subsequently placed thereon, Lessor expressly disclaims any express or implied warranties regarding such structure including soundness, habitability, safety, or condition. Lessor further advises Lessee that it makes no warranties regarding the fitness for purpose of any equipment and fixtures and the like, Lessee taking them As Is and with all faults since this is a ground lease only.

Where allowed by Lessor, Lessee agrees to allow other Lessees of adjoining tracts subsequently constructing hangars to attach to and use Lessee's walls and supports. Consideration for such use to the Lessee of the existing hangar shall be prompt payment by the subsequent hangar Lessee of one-half (1/2) of the actual cost of hangar common walls payable to the current Lessees of the adjoining hangars.

Lessee may store his privately owned property inside the hangar, provided that it meets local fire codes and at least seventy-five (75) percent of the hangar floor area is used for aircraft and aviation related purposes.

Lessee may store aviation related products or equipment inside the hangar for use in his aircraft so long, and only so long, as such products or equipment are contained in marked, approved containers, and are stored in accordance with the Airport Rules and Regulations as amended and incorporated herein by reference. Such storage shall be at the discretion of and with written approval from the Huntsville Fire Marshal certifying such storage is allowed under local fire codes.

Lessor reserves the right to enter the leased premises at all reasonable times to inspect for compliance with this lease and the ordinances, regulations, laws, rules and orders of the Lessor, the State of Texas and of the United States.

At the expiration of the lease term, Lessee shall quit and surrender the leased premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable use and wear and tear thereof and in accordance with the other terms within this lease.

VI. RESTRICTED USE

Lessee agrees that he will not conduct any commercial activity on the leased premises without permission for such operations being granted in writing by Lessor.

Lessee agrees that, subject to the other terms of this paragraph, the usage of at least seventy-five (75) percent of the hangar floor area shall be limited to aircraft and aviation related purposes. In addition, no personal property, including automobile, bus, truck, or other transportation mode, may be permanently stored on associated apron, paved, or grass area.

A Lessee shall not be deemed to be engaged in commercial operations for purposes of determining whether such person is or should become a Fixed Base Operator engaged in hangar rental if the Lessee:

- A. Allows such storage or parking pursuant to a written sublease agreement on a form provided by the City of Huntsville which requires Sublessee to honor all terms and conditions of the Sublessor's lease with the City, and
- B. Owns, leases or subleases not more than 35 percent of the number of hangars of all types located at the Bruce Brothers Huntsville Municipal Airport, whether or not such hangars are subleased.

The fact that a Lessee or Sublessee is a corporation, partnership, joint venture, limited partnership, or association shall not, of itself, cause the Lessor's or Sublessor's use of the leased premises to be deemed commercial use. Use of the leased premises for purposes other than storage or parking of tenant's aircraft (whether owned or bona fide leased to tenant) and storage and use of aircraft related items such as tools and parts and Lessee's or Sublessee's maintenance on his owned or leased aircraft, or expense sharing as set out in this section, shall be deemed commercial.

For purposes of item B above, a Lessee shall be considered to include persons related in the second degree of consanguinity or affinity or a legal entity majority owned or controlled by such person.

If a hangar is not presently located on the leased premises, Lessee represents that Lessee has the present intention of constructing a permanent conforming aircraft hangar on the leased premises and shall begin construction of such hangar within thirty (30) days of obtaining a building permit from the City of Huntsville, which permit shall be obtained within three hundred and sixty-five (365) days after the signing of this Agreement. Such permit shall be sought with due diligence. Hangars shall be completed within two hundred seventy (270) days of the date of beginning of construction. All hangars constructed on the leased premises shall be built to the minimum requirements of the International Building Code, as amended, as adopted by the City of Huntsville and as from time to time amended. Plans, construction, materials, and workmanship of and in such hangar shall be subject to the same approval and inspection and certificates of occupancy by the building inspectors, officials, and sanitarians of the City of Huntsville as if such were located within the corporate limits of the City of Huntsville. Failure to obtain such building permit, to timely commence and complete such hangar construction, or to build such hangar in compliance with the referenced code and requirements or to obtain such inspections and certificate shall be an additional ground for termination of this lease by Lessor.

Nonconforming hangars already built on leased premises shall be allowed to remain unless abandoned for aircraft storage for one (1) year, destroyed or damaged to the extent of fifty percent (50%). Such abandoned, destroyed, or damaged hangars shall be forthwith removed by the Lessee at Lessee's expense. Such abandoned, destroyed, or damaged hangar may be rebuilt in conforming manner as if it were new construction under the terms of Section V above.

Lessee agrees to have an acceptable number of fire extinguishers of acceptable size as determined by the local fire marshal inside the hangar. Such fire extinguishers shall be readily available in the event of fire.

Lessee's agents, employees, invitees, and guests shall be held to the same standards for conduct as Lessee, and their violations, acts or omissions hereunder shall be seen as those of Lessee for the purposes of this lease.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of sex, race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation, Part 15 of the Federal Aviation Regulations or by the United States or the State of Texas. The Lessor is hereby granted the right to take such action, anything for the contrary notwithstanding, as the United States, State of Texas or their agencies or courts may direct to enforce this nondiscrimination covenant.

VII. SUBLEASE, ASSIGNMENT OR SALE

Lessee agrees not to assign or sublease the leased premises, or any improvements placed on leased premises, or allow any other person except Lessor's agents and employees to occupy the premises, without first obtaining Lessor's written consent. This lease is for the purpose of aviation related business or bona fide leased to Lessee or Sublessee. Upon written consent from Lessor to sublease or assign the leased premises, the proposed Sublessee or assignee shall agree to perform Lessee's duties and responsibilities contained in this Lease Agreement.

Should Lessee or Lessee's assignee in an assignment approved in writing by Lessor, have completed construction on a hangar on the leased premises and Lessee or Lessee's assignee desire to sell such improvements, assign or transfer such leasehold interest herein granted, or such leasehold interest is terminated, then Lessor shall have the first option to purchase such improvements, based upon the following provisions:

- a) Lessee may at his option sell any improvements placed by Lessee on the leased premises. If Lessee has received a bona fide offer to purchase the improvements, then Lessee shall serve written notice to Lessor of such offer, accompanied by an appraisal from a certified appraiser, enclosing a copy of such appraisal and offer which shall be made in writing. Value shall be based upon present value of improvements assuming a ten (10) year lease. Should Lessor elect not to exercise its option to purchase, such sale shall be made subject to approval by Lessor of a new lease to the purchaser of the improvements, (such approval shall not be unreasonably withheld, and provided such sale shall be subject to the right of first refusal provided above).

- b) Lessee shall not serve written notice of such offer upon Lessor unless Lessee actually intends to accept same.
- c) Upon receipt of such written notice, Lessor shall have the option to purchase Lessee's leasehold interest upon the same terms stated in such bona fide offer.
- d) Lessor shall exercise such option to purchase by serving written notice to Lessee within ten (10) days after receipt of Lessee's written notice of the offer.
- e) If Lessor fails to exercise its option to purchase in the manner provided in this section, Lessor's right to purchase shall terminate and Lessee may assign the remaining portion of the Lease (subject to Lessor's approval which shall not be unreasonably withheld) to the offeror in accordance with the terms of such written offer.
- f) Lessee shall not assign this lease or sell such improvements except as herein provided, and any attempted assignment or sale in violation hereof shall be voidable by Lessor.
- g) If improvements placed on the leased premises by Lessee are determined by Lessor to impede airport improvements or expansions detailed in the Airport Master Plan or Airport Layout Plan approved by the Texas Department of Transportation and the Federal Aviation Administration, Lessor may elect to terminate this lease, or refuse any renewal term upon any proposed sale or assignment by Lessee. Further, Lessor may refuse to negotiate a further lease at the end of the lease term. In the event Lessor refuses renewal of this lease on the grounds stated above, then Lessor shall so notify Lessee in writing and pay Lessee the unamortized portion of appraised value of Lessee's improvements based on the remaining years of this lease in accordance with section h below. The appraised value of the improvements shall be determined by a panel of three certified appraisers. Lessor and Lessee shall each appoint one certified appraiser, and the two appraisers so appointed shall select a third person to serve as appraiser. The appraisers shall be selected by Lessor and Lessee within thirty (30) days after Lessor serves notice upon Lessee of its election not to re-lease the leased premises. Lessor shall pay Lessee the calculated appraised value of such improvements, and Lessee shall transfer and convey such improvements to Lessor within ninety (90) days after Lessor serves notice of its election not to re-lease the leased premises.
- (h) Within 6 months of the termination of this lease the Lessor shall pay to Lessee the unamortized portion of the cost of the permanent structures and fixed improvements constructed and installed there. That amortization is to be computed based on the number of months remaining on the lease from the date the Certificate of Occupancy is issued to the expiration date of the initial term of this agreement.
- (i) In the event of default by Lessee of any term or condition of this lease, and the lease is terminated by Lessor on grounds so specified in this Agreement, or in the event that Lessors and Lessee are unable in the exercise of good faith to agree on the terms of a re-lease of the leased premises at the end of the lease term, then Lessee may at his option either:
 - 1. Within a period of sixty (60) days, upon reasonable advance notice to the Airport Manager, remove all personal property, equipment, or trade fixtures owned by Lessee, with the exception of common walls in hangars, provided that if Lessee elects to remove such improvements he shall restore the leased premises to as good a condition as at the commencement of this Lease, normal use and wear and slab removal excepted. Lessee shall not remove the common wall on any hangars having a common wall. If Lessee so elects to remove such improvements, he shall quit and surrender the leased premises to Lessor on the termination date of the Lease subject to his right of re-entry upon the Leased Premises for the sole purpose of removing such improvements and restoring the leased premises to its original condition.
 - 2. Elect to sell improvements placed on the leased premises. If Lessee elects to sell such improvements, Lessee shall serve written notice of such election upon Lessor within sixty (60)

days after the termination of the Lease. Such notice shall be accompanied by payment of rent for a period of one (1) year, together with any rent arrearage owed by Lessee to Lessor. Upon giving notice and paying the rent stipulated above, Lessee shall have a period of one (1) year following the Lease termination date within which to sell such improvements, and upon such termination of such one-year period Lessee shall have an option to extend the time for selling such improvements for additional one-year periods by giving notice and paying one year's rent in the same manner set forth above. During such period of time, not to exceed five (5) years following termination of the Lease, the leased premises shall remain vacant and shall not be used for any purpose by Lessor or Lessee. Upon the sale of such improvements by Lessee, Lessee's right and privilege to use the leased premises for any purpose whatsoever shall terminate, and the ratable portion of rent paid by Lessee for the remainder of the year during which the sale of such improvements is made shall be refunded by Purchaser to Lessee.

- (i) If Lessee fails to remove or sell his improvements on the Leased Premises in the manner provided above, or if Lessee fails to serve such notices on Lessor and pay the rent required above for extending the time within which Lessee may sell such improvements, such improvements shall be deemed abandoned by Lessee sixty (60) days following the Lease termination date, and all improvements on the Leased Premises shall be forfeited to Lessor as liquidated damages for any past or future default by Lessee in payment of rent under this Agreement, and Lessee's obligation to pay rent hereunder, either arrearages or future rent, shall be terminated.
- (ii) All sublease(s), assignments or sale are subject to the provisions of Article X "Title to Improvements".

VIII. INDEMNITY

Lessee shall indemnify the Lessor, its officers, agents and employees, against all liabilities of and to third persons, excluding liabilities resulting from the primary or active negligence of the Lessor, its officers, agents and employees, arising out of the use or occupancy of the premises by Lessee or others with its consent or out of any other acts or omissions of Lessee, its officers, agents and employees, on the premises or elsewhere on the airport. In the event any claim is made, or action brought that is covered by the above indemnity the Lessor shall give prompt written notice of that claim or action to Lessee and, if requested, Lessee shall attend to the defense of it. The Lessor shall not take any action, including settlement or compromise, which may in any manner adversely affect Lessee's ability to defend against any claim or action, and if the Lessor desires to defend itself without waiving its rights under the indemnity above it shall do so at its own expense and Lessee shall be allowed to participate, at its expense, in the defense.

IX. MAINTENANCE, IMPROVEMENT OF AIRPORT

Lessor has applied for and received or may receive a grant or grants of money from the Federal Aviation Administration pursuant to the Federal Airport Act of 1946, as amended, and/or the Texas Department of Transportation, and the Lessor may in the future apply for and receive other such grants. In connection therewith, Lessor has undertaken and may in the future undertake certain obligations respecting its operation of the airport and activities of its contractors, lessees, and permittees thereon. The performance by Lessee of the covenants, conditions, and obligations contained in this agreement is therefore a special inducement to and consideration for the execution of this lease by Lessor, and Lessee further covenants and agrees that if the Federal Aviation Administration, the Texas Department of Transportation or other governmental body or officer having jurisdiction over the enforcement of the obligations of Lessor in connection with federal or state aid shall make any orders, recommendations, or suggestions respecting the performance by Lessee of its obligations under this agreement, Lessee will promptly comply therewith at the time or when and to the extent that Lessor may direct.

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 leased premises would have a negative impact on, or impair 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. In this case, Lessor shall exercise its right to acquire such improvements as outlined in Section VII above. If the Lessee is unable to utilize the leased space due to improvements and/or repairs to the public use areas of the airport, this lease may be extended by the number of days the leased area is unable to be utilized.

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 necessary at the 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 Lessee by Lessor.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the leased premises throughout the term of this lease, including any connection fees.

X. Title to Improvements

The Lessor solely owns the Leased Premises. Any and all improvements made to the Leased Premises by Lessee shall become the property of Lessor upon the expiration or termination of this Agreement in accordance with Section VII above; provided, however if Lessee is not then in default hereunder, Lessee shall have the right to remove all personal property, equipment, or trade fixtures owned by Lessee from the Leased Premises, but Lessee shall be required to repair any damage to the Leased Premises caused by such removal in a good and workmanlike manner and at Lessee's sole cost and expense. If LESSEE fails or refuses to remove any or all of Lessee's personal property, equipment, and trade fixtures from the Leased Premises on or before the date of the termination of this Agreement, the items which Lessee has failed or refused to remove: (i) shall be considered abandoned by Lessee, (ii) shall become the property of Lessor, and (iii) may be disposed of by Lessor in any manner desired by Lessor in Lessor's unfettered discretion.

XI. EXCLUSIONS

No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

The numeric 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.

Time is of the essence of this agreement.

For the purpose of this agreement, the singular number shall include the plural and the masculine shall include the feminine and vice-versa, whenever the context so admits or requires.

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Walker County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

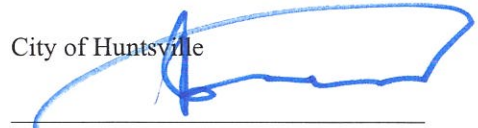
No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative.

This lease entered into this the ____ day of _____

Lessor:

City of Huntsville



City Manager
1212 Avenue M
Huntsville, TX 77340

Lessee:



Conrad Liles
217 Blue Crane
Huntsville, Texas 77320

ATTEST: 

CITY OF HUNTSVILLE, TEXAS

Engineering - Surveying
448 State Hwy. 75 North
Huntsville, Texas 77320

THE STATE OF TEXAS §

COUNTY OF WALKER §

I, Leonard E. Woods, Registered Professional Land Surveyor No. 2524, do hereby certify that the following field notes represent a survey made on the ground of the following described tract or parcel of land located in Walker County, Texas. Coordinates and bearings herein are referred to the Texas Coordinate System of 1983, Central Zone and are based on the position of National Geodetic Survey (formerly known as the U. S. Coast & Geodetic Survey) Primary Airport Control Station (PACS) monument designated "T39 A" having published NAD 83 (1993) coordinates of N= 3,128,437.762 meters and E= 1,154,289.433 meters. Distances herein are U. S. Survey Feet in "Grid" units and may be converted to "Geodetic Horizontal" by dividing by a combined scale factor of 0.99988.

GROUND LEASE parcel GL-5

UPON

CITY OF HUNTSVILLE, TEXAS PROPERTY

W. BIRDSSELL LEAGUE, A-6, WALKER COUNTY, TEXAS

Being 7,607 square feet of land, more or less, situated in the WARREN BIRDSSELL LEAGUE, Abstract No. 6, Walker County, Texas, and being out of and a part of a called 630 acres described in a Deed from The Texas Prison Board to the City of Huntsville, Texas dated November 19, 1945 recorded in Volume 112, page 55, Deed Records of Walker County, Texas, and being within that portion of said City of Huntsville 630 acre tract currently utilized for the Bruce Brothers Huntsville Regional Airport, said 7,607 square feet of land being described by metes and bounds as follows:

COMMENCING, for reference only, in the south line of said City of Huntsville 630 acre tract at the southeast corner of a called 3 acre tract (a daughter tract of said City of Huntsville 630 acre tract) described in a Deed from Curry H. Vogelsang, Trustee to J & W Corporation dated January 8, 1992 and recorded in Volume 159, page 637, Official Public Records of Walker County, Texas, said 3 acre tract being part of a called 14.469 acre tract described in a Deed from J & W Corporation to Pakka Investment LLC dated December 17, 2018 and recorded as Instrument No. 43651, Official Public Records, found a 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,263,959.95 feet and E= 3,786,429.16 feet, in the north right-of-way line State Highway No. 75, said right-of-way being a strip of land eighty feet in width as described in a Quit Claim Deed from Board of Prison Commissioners to Walker County, Texas dated March 23, 1925, and recorded in Volume 54, page 546, Deed Records and currently utilized as right-of-way for Interstate Highway No. 45;

EXHIBIT "A"

Page 1 of 2

THENCE N 76°33'21" E, within said City of Huntsville 630 acre tract, a distance of 1,029.57 feet to the **POINT OF BEGINNING**, set 1/2" iron rod with aluminum cap for corner, having coordinates of N= 10,264,199.32 feet and E= 3,787,430.52 feet;

THENCE N 86°39'09" W a distance of 82.24 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE N 03°20'51" E a distance of 92.50 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 86°39'09" E a distance of 82.24 feet to a 1/2" iron rod with aluminum cap set for corner;

THENCE S 03°20'51" W a distance of 92.50 feet to the **POINT OF BEGINNING**.

NOTES:

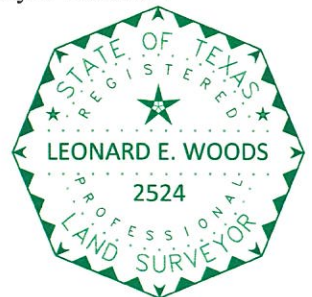
1. For further information, see Survey Plat, prepared concurrently with the legal description herein.
2. All aluminum caps, referenced herein, are 2" in diameter and stamped "City of Huntsville L. E. Woods, RPLS 2524".

Surveyed: February 2024.

Signed _____



Leonard E. Woods
Reg. Prof. Land Surveyor No.2524



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CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 3.a.

Agenda Item: Consider approving the City of Huntsville City Hall, 1212 Avenue M, Huntsville, TX 77340, as the location for the City Council meetings beginning July 21, 2026.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Move to approve the City of Huntsville City Hall, 1212 Avenue M, Huntsville, TX 77340, as the location for the City Council meetings beginning July 21, 2026.

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

Discussion: As City Hall construction is complete, the temporary meeting space at the City of Huntsville Service Center will no longer be needed, and we can transition back into the City Council Chamber in the new City Hall at 1212 Avenue M, Huntsville, TX 77340

Section 3.01 of the Rules of Procedure,

3.01. Regular Sessions.

The City Council shall conduct regular sessions generally on the first (1st) and third (3rd) Tuesdays of each month. All regular sessions shall normally be scheduled to begin at 6:00 p.m. at City Hall and are open to the public. The meeting location may change to another location within the City of Huntsville, if the City Hall becomes temporarily unavailable.

Previous Council Action:

Financial Implications: Not applicable

Approvals:

Scott Swigert

Sharon Schultz

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

6/16/2026

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 for consultation with attorney to receive legal advice regarding a Section 287(g) Task Force Model Memorandum of Agreement with Immigration and Customs Enforcement.

Initiating Department/Presenter: City Attorney

Presenter:

Robby Chapman, City Attorney

Darryle Slaven, Chief of Police

Recommended Motion:

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Darryle Slaven

Scott Swigert

Robby Chapman

Sharon Schultz

Kristy Doll

Associated Information: