

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

Jon Strong, Ward 4, Chairman
Karen Denman, At-Large Position 2



Vicki McKenzie, At-Large Position 3
Pat Graham, At-Large Position 4

CITY COUNCIL FINANCE COMMITTEE AGENDA

TUESDAY, SEPTEMBER 1, 2026, 9:00 AM

City Hall Complex - 1212 Avenue M, Huntsville, TX 77340

City Hall Large Conference Room #110

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.

Taxpayer Impact Statement

Pursuant to Texas Government Code 551.043(c)(2), the City of Huntsville provides the following comparison for the median-valued homestead property. This statement shows the estimated annual property tax bill for a median-valued homestead in Huntsville, comparing the current tax rate, the no-new-revenue rate, the proposed tax rate and the maximum tax rate options.

	Fiscal Year 2026 Adopted Budget	Fiscal Year 2027 Budget Voter Approved Tax Rate	Fiscal Year 2027 Budget No-New Revenue Rate	Fiscal Year 2027 Budget at Proposed Tax Rate
Total Tax rate (per \$100 of value)	\$0.3475	\$0.3790	\$0.3506	\$0.3789
Median homestead taxable value	\$253,909	\$249,790	\$249,790	\$249,790
Tax on Median homestead	\$882.33	\$946.70	\$875.76	\$946.45
Change From Prior Year		\$64.37 or 7.3%	(\$6.57) or (1.0%)	\$64.12 or 7.3%

Proposed Budget

A copy of the Proposed Budget is available in the City Secretary's Office at City Hall and online at <https://www.huntsvilletx.gov/193/Budget>

1 CALL TO ORDER

2 DISCUSSION/CONSIDERATION

The Finance Committee will hear presentations, discuss, and may consider recommendations to the City Council on the following items.

- a** Approve minutes of the August 18, 2026, Finance Committee meeting
Lance Hall, Finance Director
- b** Discussion on Proposed FY 2027 Budget
Lance Hall, Finance Director
- c** Walker County Economic Development Corporation annual presentation and consider a recommendation to the City Council for the proposed FY 2026-2027 funding agreement.
Stephanie Smith
Ricardo Villagrand, Assistant City Manager

3 ADJOURNMENT

CERTIFICATE

I 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: August 26, 2026

TIME OF POSTING: 11:30 a.m.

TAKEN DOWN:



Kristy Doll, City Secretary



CITY COUNCIL FINANCE COMMITTEE AGENDA

9/1/2026

Agenda Item Number: 2.a.

Agenda Item: Approve minutes of the August 18, 2026, Finance Committee meeting

Initiating Department/Presenter: Finance

Presenter:
Lance Hall, Finance Director

Discussion: Approve the minutes of the August 18, 2026, Finance Committee meeting.

Financial Implications:

Associated Information:

1. Fin Comm Minutes 08.18.2026

Finance Committee Minutes

August 18, 2026

Members' Present: Karen Denman, Pat Graham and Vicki McKenzie

Staff Present: Scott Swigert, Robby Chapman, Ricardo Villagrand, Brian Beasley, Lance Hall, Marcy Metz, Laurie O'Brien, Kimberly Kembro, Layne Yeager, Jacob Zuniga, Penny Joiner, Bill Wavra, Lucy Gonzalez, Charlsa Dearwester, Greg Mathis, Trey Lamb and Savannah Gonzalez-Caballero

The agenda items discussed were:

- Approve minutes of the August 4, 2026 Finance Committee meeting
 - Motion -Karen Denman
 - 2nd -Pat Granham
 - All Approved
- Discussion of Fiscal Policies with proposed changes. The committee made a recommendation for council approval.
 - Motion -Vicki McKenzie
 - 2nd -Pat Graham
 - All approved
- Discussion of Investment Policies -The committee made a recommendation for council approval.
 - Motion -Karen Denman
 - 2nd -Pat Granham
 - All Approved
- Discussion of Procurement Policy with proposed changes -The committee made a recommendation for council approval.
 - Motion -Karen Denman
 - 2nd -Pat Granham
 - All Approved
- Discussion of Proposed City Manager's Budget and possible property tax rate for FY 26-27
- Presentation of the City of Huntsville Debt Summary
- Budget Amendment. The committee made a recommendation for council approval.
 - Motion -Karen Denman
 - 2nd -Pat Granham

- All Approved
- Discussion of proposed Travel Policy. - The committee made a recommendation for council approval.
 - Motion -Karen Denman
 - 2nd -Pat Granham
 - All Approved
- Consider a recommendation to the full City Council for approval of a \$48,000 change order to Purchase Order# 2026-00000186 to Delta Fire & Safety, HGAC BUY Contract# EE11-24 for the total of \$125,000. The committee made a recommendation for council approval.
 - Motion -Karen Denman
 - 2nd -Pat Graham
 - All Approved



CITY COUNCIL FINANCE COMMITTEE AGENDA
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9/1/2026

Agenda Item Number: 2.b.

Agenda Item: Discussion on Proposed FY 2027 Budget

Initiating Department/Presenter: Finance

Presenter: Lance Hall, Finance Director

Discussion: Discussion on proposed budget.

Financial Implications:

Associated Information:



CITY COUNCIL FINANCE COMMITTEE AGENDA

9/1/2026

Agenda Item Number: 2.c.

Agenda Item: Walker County Economic Development Corporation annual presentation and consider a recommendation to the City Council for the proposed FY 2026-2027 funding agreement.

Initiating Department/Presenter: Economic Development

Presenter:

Stephanie Smith

Ricardo Villagrand, Assistant City Manager

Discussion: Walker County Economic Development Corporation will present their annual presentation and discuss the proposed FY 2026-2027 funding agreement.

Financial Implications:

Associated Information:

1. WCEDC Funding Agreement FY26-27 CC Agenda

STATE OF TEXAS §

COUNTY OF WALKER §

**ECONOMIC DEVELOPMENT
FUNDING AND SERVICES AGREEMENT**

This Funding and Services Agreement ("Agreement") is made and entered into on the 1st day of October 2026 by and between the City of Huntsville, a Texas home-rule municipal corporation (hereinafter referred to as "CITY") and the Walker County Economic Development Corporation, an organization registered under Section 501(c)(3) of the Internal Revenue Code (herein after referred to as "WCEDC").

ARTICLE I. PURPOSE

The City of Huntsville ('CITY') desires to promote economic development, business recruitment, business retention and expansion, workforce development, retail recruitment, tax base diversification, and community prosperity. The City Council believes that the Walker County Economic Development Corporation ('WCEDC') possesses the expertise and regional partnerships necessary to provide the services necessary to meet the City's economic development goals which include: building the City's ad valorem and sales and use tax base; creating new employment opportunities; retain existing jobs; creating an economic climate conducive to the development and growth of business investment and commerce; assist in the retail growth within the City of Huntsville and Downtown Huntsville; enhancing the quality of life for all citizens residing or working in the city limits of Huntsville, TX; creating economic diversification to provide for stable and consistent growth; promoting the City as a location of choice for new, expanding and relocating businesses; attracting new businesses and developments to the City; encouraging expansion and retention of existing businesses in the City. WCEDC's activities may be conducted on a regional basis when WCEDC reasonably determines that the activity is calculated to benefit economic development, business recruitment, business retention, workforce development, commerce, or the tax base of the City of Huntsville.

The purpose of this Agreement is to establish the City's annual funding commitment and the economic development services WCEDC will provide in return.

ARTICLE II. TERM

The initial term of this Agreement shall commence October 1, 2026, and expire September 30, 2027, unless earlier terminated in accordance with this Agreement ("Initial Term"). The parties may renew this Agreement for up to four (4) additional one-year terms only by a written renewal approved and executed by both parties and upon completion of the WCEDC Annual Report to CITY: The Program, hereinafter defined, must be completed during the Term of the Agreement as reasonably determined by CITY based upon the objective deliverables set forth in this Agreement.

ARTICLE III. ALLOCATION USE

For the completion of the Program as described herein, the CITY shall pay to the WCEDC the annual sum of Seventy-Six Thousand Dollars (\$76,000.00) made payable by the following schedule:

October 1, 2026:	\$35,000.00
April 1, 2027:	\$41,000.00

The first payment (\$35,000) shall be for general economic development activity/salaries and made payable upon the WCEDC making an annual presentation as required by Section V of this Agreement.

The second payment (\$41,000) shall be for the EDOIQ-CRM Program (\$5,500.00); the ReSimplifi Program (\$7,500.00); GIS Program (\$7,000.00); ICSC – Retail Recruitment (WCEDC/CITY - \$8,000.00); Greater Houston Partnership Membership (WCEDC/CITY - \$5,000) and Team Texas – Bronze Membership (WCEDC/CITY - \$8,000).

ARTICLE IV. SCOPE OF SERVICES

The WCEDC shall utilize the funding provided by CITY to support economic development activities benefiting the City of Huntsville and the Walker County area. In carrying out this purpose, WCEDC may undertake, as appropriate and in its discretion, activities including, but not limited to the following (collectively, the “Program”):

(a)

1. Conduct seminars, lectures, meetings and public hearings when necessary;
2. Conduct educational seminars for local economic and community development professionals as need arises;
3. Aid the facilitation of business-specific incentive programs;
4. Aid the facilitation of site-specific incentive programs;
5. Support the designation and expansion of local foreign-trade zone sites;
6. Provide demographic information via ESRI;
7. Compile economic and business-related data;
8. Stimulate, encourage, market and develop business location and commercial activity;
9. Purchase, operate and maintain GIS system on the WCEDC website providing information on available commercial properties and automatically populates data in real-time (GIS and ReSimplify or similar product);
10. Purchase, operate and maintain an economic development software package that assists with planning, managing, collaboration and reporting on credits and incentive projects (EDOIQ or similar product); and
11. Attend regional and national conferences for retail recruitment and downtown imagination efforts.
12. Promote Huntsville and Walker County to international markets through site selector and Team Texas events.

- (b) Maintain a capable paid staff with necessary expertise; recruit and organize volunteer workers from the community; maintain contacts and relationships with primary economic development allies of both public and private offices; gather and publish necessary information and statistics for prospects; maintain and build relationships with management of existing businesses; and promote any other specific activities or projects which will contribute to an environment conducive to economic and job growth.
- (c) WCEDC may perform additional economic-development services requested by CITY only upon mutual written agreement of the parties. Any material additional service shall be documented by a written amendment or work authorization describing the additional scope, any applicable deadline, and any additional compensation or funding required. Nothing in this subsection authorizes CITY to unilaterally modify WCEDC's obligations under this Agreement.

ARTICLE V. PERFORMANCE & REPORTING

WCEDC will submit a written report describing the specific services performed under Sections IV (a) and (b) of this Agreement to the City Manager and City Council no later than six (6) months after the execution of this Agreement. The WCEDC shall provide an annual report to the City Council in a public meeting describing the specific services performed under Sections IV (a) and (b) of this Agreement no later than thirty (30) days prior to the conclusion of the Term of this Agreement as set forth in Section II.

In the event the WCEDC is unable to perform its obligations under the terms of this Section due to acts of God or other causes reasonably beyond its control, the WCEDC shall not be liable for damages resulting from such failure to perform or otherwise from such causes. WCEDC further agrees to coordinate with CITY to remedy any such failures to the satisfaction of both parties.

ARTICLE VI. CITY SUPPORT

- (a) The CITY agrees to provide the WCEDC Executive Director with health insurance on the EE/SP (Employee and Spouse) plan under the CITY's health plan ("Insurance") for the Initial Term. The Insurance shall be administered in accordance with the CITY's standard health insurance policies, procedures, and eligibility requirements, except as otherwise specified herein. WCEDC shall reimburse the CITY for the employer's portion of the health insurance premiums monthly. The Insurance will terminate on expiration of the Initial Term and shall not be renewed thereafter. The parties acknowledge that nothing in this Agreement shall be construed to create an employer and employee relationship between the CITY and the WCEDC Executive Director. The WCEDC Executive Director shall not be entitled to compensation or benefits payable to employees.
- (b) The City will provide the following on-going support:
 - a. Maintain a paid Economic Development Coordinator with necessary expertise to assist CITY and WCEDC;

- b. CITY agrees to assist WCEDC with the engagement in a comprehensive range of activities and projects to promote economic development within the City of Huntsville and the Walker County area, including but not limited to:
 - i. Aid the facilitation of business-specific incentive programs in Huntsville;
 - ii. Aid the facilitation of site-specific incentive programs in Huntsville;
 - iii. Support the designation and expansion of local foreign-trade zone sites;
 - iv. Assist in compiling economic and business-related data;
 - v. Purchase, operate, and maintain an economic and tourism development software package that assists with planning, managing, collaboration, and reporting on credits and incentive projects (Placer.ai or similar product);
 - vi. Attend with the WCEDC regional and national conferences for retail recruitment and downtown imagination efforts; and
 - vii. Assist with the promotion of Huntsville and Walker County to international markets through site selector and Team Texas events

ARTICLE VII. MEMBERSHIP & GOVERNANCE

The WCEDC further agrees to the following:

- (a) The CITY shall be recognized at the maximum membership level enumerated by the WCEDC's membership schedule.
- (b) The City Manager, or designee, , may serve on the WCEDC Board of Directors during the term of this Agreement, subject to and in accordance with the WCEDC's Bylaws, as may be amended from time to time. Any voting rights associated with such service shall be governed exclusively by the WCEDC's Bylaws.
- (c) The City Manager, or designee, may serve on the Economic Development Advisory Board during the term of this agreement subject to and in accordance with the applicable WCEDC Bylaws, policies, or governing documents. Any voting rights associated with such service shall be governed exclusively by such applicable governing documents.
- (d) In consideration of the CITY's allocation of Funding to the WCEDC, WCEDC agrees to further recognize the CITY's participation by the following means:
 - 1. Reserved Table of 8 at Annual Membership Event;
 - 2. Reserved Table of 8 at the Annual Economic Overview & Business Expo Event;
 - 3. Premium recognition at all WCEDC events
 - 4. Premium recognition on all WCEDC materials
 - 5. Allotment of 4 tickets to each WCEDC event

Tickets, registrations, memberships, and similar benefits provided to CITY under this Article are institutional benefits provided for official CITY purposes and do not constitute a prohibited personal benefit under Article XII and are intended solely to facilitate CITY's participation in and awareness of WCEDC economic development activities.

In the event the WCEDC is unable to perform its obligations under the terms of this Section due to acts of God or other causes reasonably beyond its control, the WCEDC shall not be liable for damages resulting from such failure to perform or otherwise from such causes. WCEDC further agrees to coordinate with CITY to remedy any such failures to the satisfaction of both parties.

ARTICLE VIII. FINANCIAL ACCOUNTABILITY

WCEDC shall maintain books and records reasonably sufficient to document the receipt and expenditure of Funding under this Agreement. As part of WCEDC's annual financial reporting process, WCEDC shall provide CITY a copy of its annual independent CPA audit or review, as applicable, together with a schedule reasonably identifying expenditures of CITY Funding by approved Program category.

Upon at least ten (10) business days' written notice, CITY may inspect records directly related to the receipt and expenditure of Funding under this Agreement during normal business hours. Except upon reasonable evidence of misuse of Funding, such inspection shall not occur more than once during any twelve-month period. WCEDC shall retain supporting records for at least four (4) years following expiration or termination of the applicable Term, or longer if required by applicable law.

ARTICLE IX. INDEPENDENT CONTRACTOR

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. WCEDC is an independent contractor and retains sole discretion over the manner and means of performing services while remaining accountable for agreed deliverables. The CITY has no authority to direct the day-to-day activities of any of the WCEDC's employees, nor does the CITY have any authority over the WCEDC's personnel decisions.

ARTICLE X. LIABILITY, WAIVER OF IMMUNITY AND INDEMNIFICATION

To the extent permitted by applicable law, WCEDC shall indemnify and hold harmless CITY and its officers and employees from third-party claims, damages, judgments, and reasonable costs to the extent caused by the negligent acts or omissions, willful misconduct, or material breach of this Agreement by WCEDC or its employees or agents in the performance of this Agreement.

WCEDC shall have no obligation to indemnify CITY for claims or damages to the extent caused by the negligence, gross negligence, willful misconduct, or unlawful acts or omissions of CITY or its officers, employees, or agents.

The parties shall promptly provide one another notice of any claim potentially subject to this Section and reasonably cooperate in the defense or resolution of the claim.

The WCEDC shall carry, or cause to be carried, general public liability and automobile liability insurance on all operations embraced by this Agreement in the amount of Five-Hundred Thousand Dollars (\$500,000) for each occurrence and property damage liability insurance in the amount of Twenty-Five Thousand Dollars (\$25,000) for each occurrence. Said liability

policies shall include contractual liability coverage in the same amounts as stated herein. Said insurance policies shall name the CITY as an additional insured. Said policies or duplicate originals thereof shall be filed with the City Secretary, or their designated representative, before any operations contemplated by this Agreement are begun.

ARTICLE XI. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. Following termination, WCEDC shall return only the portion of CITY Funding that is both (i) unearned and (ii) unspent or not subject to an authorized noncancelable commitment incurred before the effective date of termination.

For purposes of this Section, funding allocated to general economic-development activities and personnel costs shall be considered earned as the applicable services are performed during the Term. Funding allocated to software, memberships, registrations, programs, or other third-party expenses shall be considered earned when WCEDC has paid or become contractually obligated to pay an authorized nonrefundable expense.

WCEDC shall provide CITY a reasonable accounting supporting any refund. Any refund shall be determined from the accounting and the terms of this Agreement and shall not be subject to the unilateral discretion of either party.

Upon payment or tender of any refund amount, all of the obligations of the WCEDC and CITY under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

ARTICLE XII. CONFLICT OF INTEREST

Each party shall comply with all applicable conflict-of-interest and disclosure laws and its applicable conflict-of-interest policies in connection with this Agreement. No officer or employee of CITY, or officer, employee, representative, or volunteer of WCEDC, shall receive any personal financial benefit or economic advantage from this Agreement or the Funding provided hereunder except as expressly authorized by this Agreement and permitted by applicable law.

Nothing in this Article shall prohibit WCEDC from using Funding for authorized expenditures made in furtherance of the purposes of this Agreement, including reasonable compensation and benefits of WCEDC employees, contractual services, administrative and operating expenses, or other expenditures authorized under this Agreement

For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and benefit the CITY and the WCEDC and shall not bestow any rights upon any third parties.
- (b) Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- (c) The WCEDC agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex, sexual orientation, or religion, ancestry, national origin, place of birth or disability.
- (d) Nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense possessed by CITY except to the extent such immunity is expressly waived by applicable Texas law.

ARTICLE XIV. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

THE WCEDC shall comply with all applicable federal, state, and local (including the City) laws, rules, regulations to the extent such laws, rules, and regulations are legally applicable to WCEDC or to WCEDC's performance of its obligations under this Agreement. Nothing in this Agreement shall be construed to subject WCEDC to any CITY charter provision, ordinance, rule, regulation, policy, or procedure that is not otherwise legally applicable to WCEDC or its performance under this Agreement.

To the extent CITY receives or maintains records relating to this Agreement that are subject to the Texas Public Information Act, CITY shall be responsible for responding to requests for such records in accordance with applicable law. Nothing in this Agreement shall be construed to designate WCEDC as a "governmental body" for purposes of Chapter 552 if WCEDC would not otherwise constitute a governmental body under applicable law, nor shall this Agreement waive any statutory exception to disclosure, attorney-client privilege, trade-secret protection, proprietary-information protection, economic-development exception, or other confidentiality right available under applicable law.

To the extent reasonably practicable, CITY shall provide WCEDC notice of a request implicating WCEDC's proprietary, confidential, or economic-development information so WCEDC may assert any rights available under applicable law. WCEDC shall reasonably cooperate with CITY regarding records relating to this Agreement when required by applicable law.

ARTICLE XV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Walker County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the laws of Texas (without

reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

ARTICLE XVI. NO WAIVER; RIGHTS CUMULATIVE

The Failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

ARTICLE XVII. NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The CITY and the WCEDC agree to provide the other with written notification within five (5) days, if the address for notices provided below is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The CITY's Address:

Attn: City Manager
City of Huntsville
1220 11th Street
Huntsville, TX 77340

The WCEDC's Address:

Attn: Executive Director
Walker County EDC
1414 11th Street
Huntsville, TX 77340

ARTICLE XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

ARTICLE XIX. AUTHORITY TO EXECUTE AGREEMENT

Notwithstanding the execution of this Agreement by the authorized representatives of CITY and WCEDC, this Agreement shall not become effective or binding upon either party unless and until it has been formally approved by both the City Council of the City of Huntsville and the Board of Directors of WCEDC. Such approvals are express conditions precedent to the effectiveness of this Agreement, and the execution and delivery of this Agreement prior to such approvals shall not, standing alone, create any obligation or liability on the part of either party. Following approval by the WCEDC Board of Directors, WCEDC shall provide CITY reasonable written evidence of such approval, which may consist of a certified resolution,

approved meeting minutes, a written certification by an authorized officer of WCEDC, or other reasonably satisfactory evidence of the Board's action. The effective date of this Agreement shall be the date upon which the later of the two required approvals is obtained.

ARTICLE XX. ENTIRE AGREEMENT

The Agreement represents the entire and integrated Agreement and agreement between the CITY and the WCEDC and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the WCEDC.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

CITY OF HUNTSVILLE, TEXAS

By: _____

Russell Humphrey, Mayor

Date: _____

ATTEST:

SEAL:

City Secretary

WALKER COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Stephanie Smith, Executive Director

Date: _____

ATTEST:

Chris DeMilliano, Chairman of the Board

SEAL: _____



[Handwritten signature]