

# CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, Mayor

Keith D. Olson, Mayor Pro Tem, Position 4  
Paul Davidhizar, Position 1 At-Large  
Tyler McCaffety, Position 2 At-Large  
Clyde D. Loll, Position 3 At-Large



Joe Emmett, Ward 1  
Tish Humphrey, Ward 2  
Ronald Allen, Ward 3  
Joe Rodriguez, Ward 4

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## HUNTSVILLE CITY COUNCIL AGENDA TUESDAY, DECEMBER 6, 2016 PUBLIC COUNCIL RECEPTION 5:00 P.M. – REGULAR SESSION 6:00 P.M.

**CITY COUNCIL CHAMBERS  
HUNTSVILLE CITY HALL, 1212 AVENUE M, HUNTSVILLE, TEXAS, 77340**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5403), two working days prior to the meeting for appropriate arrangements.

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**PUBLIC RECEPTION [5:00 P.M.]** – The public is invited to join the City Council in thanking Councilmembers Montgomery and Johnson for their service and congratulating Councilmembers Paul Davidhizar, Tyler McCaffety, Clyde D. Loll, and Keith D. Olson on their recent election.

### MAIN SESSION [6:00 P.M.]

#### 1. CALL TO ORDER

#### 2. INVOCATION AND PLEDGES

*U.S. Flag*

*Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

#### 3. ELECTION MATTERS

- a. Administer the Oath of Office to the newly-elected City Councilmembers-at-Large by Walker County Judge Danny Pierce. [Lee Woodward, City Secretary]
- b. *Presentation, public comment, discussion, and possible action* to elect a Mayor Pro Tem. [Mayor Brauninger]

#### 4. CONSENT AGENDA

Public Comments will be called for by the presiding officer 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. Approve the minutes of the City Council meeting held on November 15, 2016 and the Special Session on November 17, 2016. [Lee Woodward, City Secretary]
- b. Authorize the City Manager to enter into an agreement with RPS Klotz Associates for professional engineering services for Robinson Creek Basin Sanitary Sewer Replacement Project. [Ram Ramachandra, City Engineer]
- c. Adopt Ordinance 2017-09 to amend the Wastewater CIP Capital Improvement Projects budget. [Steve Ritter, Finance Director]
- d. Adopt Ordinance 2017-06 to amend the budget for FY 16-17 and amend the Capital Improvement Projects budget. [Steve Ritter, Finance Director]
- e. Adopt Ordinance 2017-07 to amend the budget for FY 16-17 and amend the Capital Improvement Projects budget. [Steve Ritter, Finance Director]
- f. Adopt Ordinance 2017-08 amend the Wastewater CIP Capital Improvement Projects budget. [Steve Ritter, Finance Director]

#### 5. STATUTORY AGENDA

- a. *Presentation, public comment, discussion, and possible action* to consider a Historic Preservation Overlay District Map Amendment for 1215 19th Street, The 1834 Collard Homestead, in the city limits of Huntsville and adopt Ordinance 2017-11 in support of same, second reading. [Aron Kulhavy, Director of Community and Economic Development]
- b. *Presentation, public comment, discussion, and possible action* to consider a Historic Preservation Overlay District Map Amendment for 1228 11th Street, The Gibbs Powell House County Museum, in the city limits of Huntsville and adopting Ordinance 2017-12 in support of same, second reading. [Aron Kulhavy, Director of Community and Economic Development]
- c. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to consider authorizing the City Manager to award the construction contract for Miscellaneous Waterline Replacement Projects Nos. 16-10-13 thru 16-10-17, first reading. [Ram Ramachandra, City Engineer]
- d. *Presentation, public comment, discussion, and possible action* to consider authorizing the City Manager to approve a contract with TRU Services/American Fidelity for stop loss insurance coverage in the amount of \$273,597. [Julie O'Connell, Director of Human Resources]
- e. *Presentation, public comment, discussion, and possible action* to consider adoption of Ordinance 2017-05 to amend the budget for FY16-17 for various parking initiatives including approval of an Engineering Agreement to create approximately 185 additional paid parking spaces north of Sam Houston State University and illustration and specifications for parking

restrictions in the neighborhood west of Sam Houston State University. [Steve Ritter, Finance Director; Ram Ramachandra, City Engineer]

- f. *Presentation, public comment, discussion, and possible action* to consider adoption of Ordinance 2017-04 amending the FY16-17 Annual Budget to amend the "Schedule of Fees and Charges" to change the hourly rate for "Posted Hourly Parking Fee", and declaring an effective date. [Steve Ritter, Finance Director]

**6. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY**

- a. *Presentation, public comment, discussion, and possible action* to designate a City representative and alternate to the Houston-Galveston Area Council (H-GAC) for 2017. [Mayor Brauning]
- b. *Presentation, public comment, discussion, and possible action* to consider Ordinance 2017-10 (Emergency) appropriating \$650,000 for the Huntsville Animal Shelter and declaring an Emergency and Directing the City Manager to take certain steps to construct the Huntsville Animal Shelter or Ordinance 2017-13 (Non-Emergency) appropriating \$650,000 for the Huntsville Animal Shelter and Authorizing and Directing the City Manager to conduct a conventional Design and Construction Process for the Huntsville Animal Shelter. [City Manager Matt Benoit]

**7. REQUESTS FOR CITIZEN PARTICIPATION**

*An opportunity for citizens to be heard on any topic and for the City Council to participate in the discussion. No action will be taken.*

No requests were received by noon on Tuesday, November 29, 2016.

**8. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA**

**9. ITEMS OF COMMUNITY INTEREST**

*(Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff for which no action will be discussed or taken.)*

**10. EXECUTIVE SESSION**

- a. City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.071 - 071 – consultation with counsel on legal matters, and Section 551.072 – deliberation regarding purchase, exchange, lease or value of real property located at 1105 University Avenue and 1114 Sam Houston Avenue. [Leonard Schneider, City Attorney; Matt Benoit, City Manager]
- b. City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.087 – deliberation regarding economic development negotiation to deliberate project *Nighttime*. [Matt Benoit, City Manager]

**11. RECONVENE**

- a. Take action, if necessary, on items addressed during Executive Session.

**12. 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, Sections: 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; 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 in order to take action, if necessary, on the items addressed during Executive Session.

**CERTIFICATE**

I, Lee Woodward, City Secretary, do hereby certify that a copy of the December 6, 2016 City Council Agenda 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.huntsvillex.gov](http://www.huntsvillex.gov), in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: \_\_\_\_\_

TIME OF POSTING: \_\_\_\_\_ am/pm

TAKEN DOWN : \_\_\_\_\_

\_\_\_\_\_  
Lee Woodward, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 15<sup>TH</sup> DAY OF NOVEMBER 2016, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Andy Brauninger, Paul Davidhizar, Lydia Montgomery, Don H. Johnson, Keith D. Olson, Joe Emmett, Tish Humphrey, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Matt Benoit, City Manager; Leonard Schneider, City Attorney; Lee Woodward, City Secretary

**MAIN SESSION [6:00 p.m.]**

1. **CALL TO ORDER** – Mayor Brauninger called the meeting to order at 6:00 p.m.

2. **INVOCATION AND PLEDGES**

*U.S. Flag*

*Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

Councilmember Davidhizar gave an invocation and Faith Janes and Lauren Wheeler from HISD led the pledges.

3. **CONSENT AGENDA**

Public Comments will be called for by the presiding officer 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. Approve the minutes of the City Council meeting held on November 1, 2016 and the joint workshop with the Planning Commission on November 3, 2016. [Lee Woodward, City Secretary]
- b. Approve the purchase of 31 portable radio packages and four mobile radio packages for the Huntsville Police Department and Fire Department. [Dr. Sherry McKibben, Director of Neighborhood Resources]
- c. Approve the purchase of one Commercial Front Load Garbage Truck. [Mike Clouds, Fleet Manager]
- d. Approve the purchase of one 2017 Broce CRT350 Broom/Sweeper. [Mike Clouds, Fleet Manager]
- e. Adopt Ordinance 2017-03 amending the FY2016-17 budget and amend the Capital Improvement Projects budget. [Steve Ritter, Finance Director]

Councilmember Montgomery moved to adopt the consent agenda; the motion was seconded by Councilmember Johnson. The motion was unanimously adopted, 9-0.

4. **PUBLIC HEARINGS** – The City Council will receive comments on the following:

- a. An Historic Preservation Overlay District Map Amendment for 1215 19th Street, The 1834 Collard Homestead, in the city limits of Huntsville.

The public hearing opened at 6:10 p.m. George Russell spoke in support of conservation. The hearing was closed at 6:18 p.m.

- b. An Historic Preservation Overlay District Map Amendment for 1228 11th Street, The Gibbs Powell House County Museum, in the city limits of Huntsville.

The public hearing opened at 6:18 p.m. The hearing was closed at 6:18 p.m.

- c. A Conditional Use Permit application for a climate-controlled storage facility to be located in the 200 block of and on the east side of Interstate Highway 45 South (between the Avenue S and 22nd Street intersections) within the city limits of Huntsville, Texas.

The public hearing opened at 6:18 p.m. Tamara Chasteen spoke in concern about deforestation of the I-45 corridor. The hearing was closed at 6:23 p.m.

5. **STATUTORY AGENDA**

- a. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to consider an Historic Preservation Overlay District Map Amendment for 1215 19th Street, The 1834 Collard Homestead, in the city limits of Huntsville. [Aron Kulhavy, Director of Community and Economic Development]

*First reading, no action.*

- b. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to consider an Historic Preservation Overlay District Map Amendment for 1228 11th Street, The Gibbs Powell House County Museum, in the city limits of Huntsville. [Aron Kulhavy, Director of Community and Economic Development]

*First reading, no action.*

- c. *Presentation, public comment, discussion, and possible action* to consider a Conditional Use Permit application for a climate-controlled storage facility to be located in the 200 block of and on the east side of Interstate Highway 45 South (between the Avenue S and 22nd Street intersections) within the city limits of Huntsville, Texas. [Aron Kulhavy, Director of Community and Economic Development]

Councilmember Humphrey moved to approve a Conditional Use Permit application for a climate-controlled storage facility to be located in the 200 block of and on the east side of Interstate Highway 45 South (between the Avenue S and 22nd

Street intersections) within the city limits of Huntsville, Texas, as recommended by the Planning Commission; the motion was seconded by Mayor Pro Tem Olson. The motion was adopted, 9-0.

- d. **Presentation, public comment, discussion, and possible action to consider adopting Resolution 2017-02 adopting the 2017 master plan for parks and recreation. [Joseph Wiggs, Director of Parks and Leisure]**

Councilmember Humphrey moved to adopt Resolution 2017-02 adopting the 2017 master plan for parks and recreation; the motion was seconded by Councilmember Montgomery. The motion was adopted, 9-0.

**6. MAYOR/CITY COUNCIL/CITY MANAGER AND CITY ATTORNEY REPORT**

- a. **Presentation, public comment, discussion, and possible action to approve the Mayor's nomination of Gary Garrison to an open position on the Planning Commission. [Mayor Brauning]**

Mayor Brauning moved his nomination. John Byrd spoke in support of term limits for the Planning Commission. The appointment was approved by the Council, 8-1, Councilmember Allen voting against.

**7. REQUESTS FOR CITIZEN PARTICIPATION**

**An opportunity for citizens to be heard on any topic and for the City Council to participate in the discussion. No action will be taken.**

No requests were received by noon on Tuesday, November 8, 2016.

**8. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA**

There were no media inquiries.

**9. ITEMS OF COMMUNITY INTEREST**

**(Hear announcements concerning items of community interest from the Mayor, Councilmembers, and City staff for which no action will be discussed or taken.)**

Mayor Pro Tem Olson gave an HISD minute: In late September, twenty-four members of the HHS Choir program traveled to Conroe High School to sing against more than 800 choir students from our UIL area. Eleven HHS students advanced to Region level.

HHS Senior scholar and student athlete Drew Mahlen was featured as a KBTX News 3 Sports *Classroom Champion of the Week* in October. His feature can be found on YouTube and the *Classroom Champions* section of the KBTX Sports News website. We are proud of the Drew's leadership and dedication displayed on the field and inside the classroom. This is a great honor!

Congratulations to Mance Park Middle School teacher Shelley Petkovsek-Bleekman for successfully completing the Annenberg-Newseum Summer Teacher Institute over the summer. Entry into this institute was very competitive and provided two days of professional development to incorporate technology meaningfully and responsibly into her classes. She was commended by the Institute for her participation as well as her passion for teaching and learning. You may remember this is the insightful teacher whose students are making a Google 360 tour of Oakwood Cemetery!

Councilmember Humphrey said SHSU would play Central Arkansas Saturday and wished them luck. She also shared the fun that she and several staff members had this morning at Huntsville High School's *Reality Fair* this morning, helping business students through an exercise on budgeting and real life decisions. The Reality Fair is put on each year through the aid of the Walker County Federal Credit Union.

Mayor Brauning announced:

- He thanked Councilmember Humphrey for taking the lead on Council donations to adopt two families through HeadStart for Thanksgiving dinner. Councilmember Humphrey said there are still families in need that can be adopted at Brookshire Bros.
- He thanked the voters of Huntsville for their confidence in supporting the bond issues on last week's election.
- The Wynne Home will be celebrating its 10<sup>th</sup> Anniversary on Saturday from 11-2.
- The YMCA will be holding a free Alcohol & Drug Awareness presentation on Thursday evening at 6:30 at the Huntsville Intermediate School cafeteria
- Please join us on Tuesday, December 6 at 5 p.m. to thank Councilmembers Lydia Montgomery and Don Johnson for their service, and to welcome Tyler McCaffety and Clyde Loll to the Council. They will be sworn in at the meeting later that evening. The Mayor offered his thanks and congratulations to all who ran in the recent election.
- The Huntsville Public Library will be hosting their monthly *Brown Bag Lunch* on Thursday, featuring a presentation by SHSU's Dr. Donovan Haines from 11-1, on astronaut Chris Hadfield's book.
- The Council wished Councilmember Rodriguez an early happy birthday in advance of his birthday coming up on November 25.
- He noted one of the City's Instagram pictures was featured in this month's Texas Municipal League magazine.

Mayor Pro Tem Olson reminded everyone of the passing of former Mayor and Councilmember Bill Hodges.

**10. ADJOURNMENT**

Mayor Brauning adjourned the meeting at 7:13 p.m.

Lee Woodward, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL MEETING HELD ON THE 17<sup>TH</sup> DAY OF NOVEMBER 2016, IN THE CITY HALL, LOCATED AT 1212 AVENUE M IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 12:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Andy Brauninger, Paul Davidhizar, Don H. Johnson, Tish Humphrey, Joe P. Rodriquez

COUNCILMEMBERS ABSENT: Lydia Montgomery, Keith D. Olson, Joe Emmett, Ronald Allen

OFFICERS PRESENT: Lee Woodward, City Secretary

**MAIN SESSION [12:00 P.M.]**

1. CALL TO ORDER – Mayor Brauninger called the meeting to order at 12:00 p.m.

2. INVOCATION AND PLEDGES – Councilmember Johnson gave an invocation.

**3. ELECTION MATTERS**

- a. *Presentation, public comment, discussion, and possible action to adopt Ordinance 2017-01 and Ordinance 2017-02 to canvass the returns of the General and Special Elections held on the 8<sup>th</sup> day of November 2016 – a General Election for the purpose of electing four At-Large Councilmember positions, and a Special Election for the purpose of deciding three bond propositions; roll-call vote. [Lee Woodward, City Secretary]*

Councilmember Johnson moved to adopt Ordinance 2017-01 and Ordinance 2017-02 to canvass the returns of the General and Special Elections held on the 8th day of November 2016 – a General Election for the purpose of electing four At-Large Councilmember positions, and a Special Election for the purpose of deciding three bond propositions; the motion was seconded by Councilmember Rodriquez. The motion passed unanimously, 5-0.

Returns for the City of Huntsville Regular and Special Municipal Elections held Tuesday, November 8, 2016 are below.

**Early Voting by Precinct**

<b>Candidate &amp; Position/Measure</b>	<b><u>101</u></b>	<b><u>102</u></b>	<b><u>201</u></b>	<b><u>205</u></b>	<b><u>206</u></b>	<b><u>301</u></b>	<b><u>401</u></b>	<b><u>Total</u></b>
<b>Paul Davidhizar</b>	106	1107	642	1005	303	507	565	4235
<b>At-Large Position 1 Totals</b>	106	1107	642	1005	303	507	565	4235
<b>Tyler McCaffety</b>	89	833	487	828	220	401	391	3249
<b>Matt Hannes</b>	52	470	230	310	126	226	237	1651
<b>At-Large Position 2 Totals</b>	141	1303	717	1138	346	627	628	4900
<b>Clyde Loll</b>	53	804	466	925	221	337	399	3205
<b>Mader R. Hedspetch</b>	91	396	213	172	110	278	190	1450
<b>At-Large Position 3 Totals</b>	144	1200	679	1097	331	615	589	4655
<b>Keith D. Olson</b>	89	712	450	691	202	390	403	2937
<b>Scott Hornung</b>	54	644	267	459	148	225	215	2012
<b>At-Large Position 4 Totals</b>	143	1356	617	1140	350	615	618	4949
<b>Proposition 1 - For</b>	95	895	558	924	245	389	489	3595
<b>Proposition 1 - Against</b>	81	631	298	415	174	364	256	2219
<b>Proposition 1 Totals</b>	176	1526	856	1339	419	753	745	5814
<b>Proposition 2 - For</b>	89	846	508	861	236	363	471	3374
<b>Proposition 2 - Against</b>	89	672	346	487	190	393	283	2460
<b>Proposition 2 Totals</b>	178	1518	854	1348	426	756	754	5834
<b>Proposition 3 - For</b>	113	1034	591	1044	289	439	532	4042
<b>Proposition 3 - Against</b>	64	502	262	309	145	314	230	1826
<b>Proposition 3 Totals</b>	177	1536	853	1353	434	753	762	5868

### Early Voting & Election Day Returns

<b>Candidate &amp; Position</b>	<b>Early</b>	<b>101</b>	<b>102</b>	<b>201</b>	<b>205</b>	<b>206</b>	<b>301</b>	<b>401</b>	<b>Total</b>
<b>Paul Davidhizar</b>	4235	57	341	212	348	104	202	320	5819
<b>At-Large Position 1 Totals</b>	4235	57	341	212	348	104	202	320	5819
<b>Tyler McCaffety</b>	3249	50	263	178	285	80	174	236	4515
<b>Matt Hannes</b>	1651	18	142	75	95	46	74	121	2222
<b>At-Large Position 2 Totals</b>	4900	68	405	253	380	126	248	357	6737
<b>Clyde Loll</b>	3205	34	248	144	312	80	123	232	4378
<b>Mader R. Hedspetch</b>	1450	34	26	90	71	137	116	107	2031
<b>At-Large Position 3 Totals</b>	4655	68	374	234	383	217	239	339	6409
<b>Keith D. Olson</b>	2937	42	234	146	227	87	152	238	4063
<b>Scott Hornung</b>	2012	23	169	100	166	40	81	109	2700
<b>At-Large Position 4 Totals</b>	4949	65	403	246	393	127	233	347	6763
<b>Proposition 1 - For</b>	3595	40	286	186	298	73	160	250	4888
<b>Proposition 1 - Against</b>	2219	38	184	106	168	74	137	170	3096
<b>Proposition 1 Totals</b>	5814	78	460	292	466	147	297	420	7984
<b>Proposition 2 - For</b>	3374	37	265	175	280	75	152	254	4612
<b>Proposition 2 - Against</b>	2460	37	206	114	184	71	146	166	3384
<b>Proposition 2 Totals</b>	5834	74	471	289	464	146	298	420	7996
<b>Proposition 3 - For</b>	4042	47	331	208	338	92	195	309	5562
<b>Proposition 3 - Against</b>	1826	28	143	86	133	59	110	121	2506
<b>Proposition 3 Totals</b>	5868	75	474	294	471	151	305	430	8068

### Voters Voted

<b>Precinct</b>	<b>Registered Voters</b>	<b>Ballots Cast</b>	<b>Percentage</b>
101	678	317	46.76
102	3756	2311	61.53
201	2575	1382	53.67
205	2408	1975	82.02
206	1077	665	61.75
301	2879	1376	47.79
401	2857	1416	49.56
<b>Total</b>	<b>16,230</b>	<b>9,442</b>	<b>58.18</b>

#### 4. ADJOURNMENT

Mayor Brauningher adjourned the meeting at 12:02 p.m.

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Lee Woodward, City Secretary



## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 4b

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**Item/Subject:** Consider authorizing the City Manager to enter into an agreement with RPS Klotz Associates for professional engineering services for Robinson Creek Basin Sanitary Sewer Replacement Project.

**Initiating Department/Presenter:** Engineering

**Presenter:** Y. S. "Ram" Ramachandra, City Engineer

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**Recommended Motion:** Move to authorize the City Manager to enter into an agreement with RP Klotz Associates for professional engineering services for Robinson Creek Basin Sanitary Sewer Replacement Project.

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

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**Discussion:** Based on the findings of the recently completed citywide wastewater collection system condition and capacity assessment study, the existing 12" sanitary sewer segment located in Raven Nest Golf Course between IH 45 and Veterans Memorial Parkway is at full capacity. The length of this segment is approximately 4,700 linear feet. In order to accommodate further growth in the service area and to provide enough capacity for peak wet weather wastewater flows, the sewer line needs upsizing from the existing 12" to a 21" size.

The upsizing of this segment of sewer line is necessary at this time, as there are two new major developments (apartment complexes – one on the 2800 block of Lake Road and one on the 2200 block of Sam Houston Avenue) which are expected to be in operation by end of 2017 within the service area of this major sanitary sewer segment. Developers of the above mentioned apartment complexes will be improving the City's sewer line segments in the vicinity of their respective developments at their expense. Concurrently, upsizing of the 12" line to a 21" line is necessary to accommodate additional wastewater flows from these two new apartment complexes. Irrespective of these upcoming developments, this segment has been ranked higher among the sewer segments needing improvement in the recently completed study.

RPS Klotz Associates has provided a scope and fee proposal, upon the City's request, to provide professional engineering services consisting of surveying, sanitary sewer replacement design, bid support and construction support services. A copy of the finalized scope and fee proposal and associated attachments received from RPS Klotz Associates are attached to this agenda item. The total fee proposed by RPS Klotz Associates for professional engineering services is \$158,217.50.

RPS Klotz Associates is well suited to carry out the design services for this sewer line replacement projects. RPS Klotz Associates has previously provided services of a quality and in a cost effective manner on sewer line replacement projects in the recent years. The engineering agreement format that will be used to execute the agreement with RPS Klotz Associates is also attached to this agenda item.

Upon approval of the engineering agreement by the Council and issuance of a Notice to Proceed, RPS

Klotz Associates will be completing the design in approximately six months.

Current estimated cost of construction of this project, based on the conceptual plans, is in the \$1.8 million range, which includes a 20% contingency.

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**Previous Council Action:** The City Council approved \$1.8 million in FY 2016-2017 budget for developing engineering and construction of sanitary sewer line replacement (upsizing from 12" to 21") in the Robinson Creek Basin, Basin RC-03.

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**Financial Implications:**

**Item is budgeted:** 702-7179-62300 - Current balance is \$1,800,000

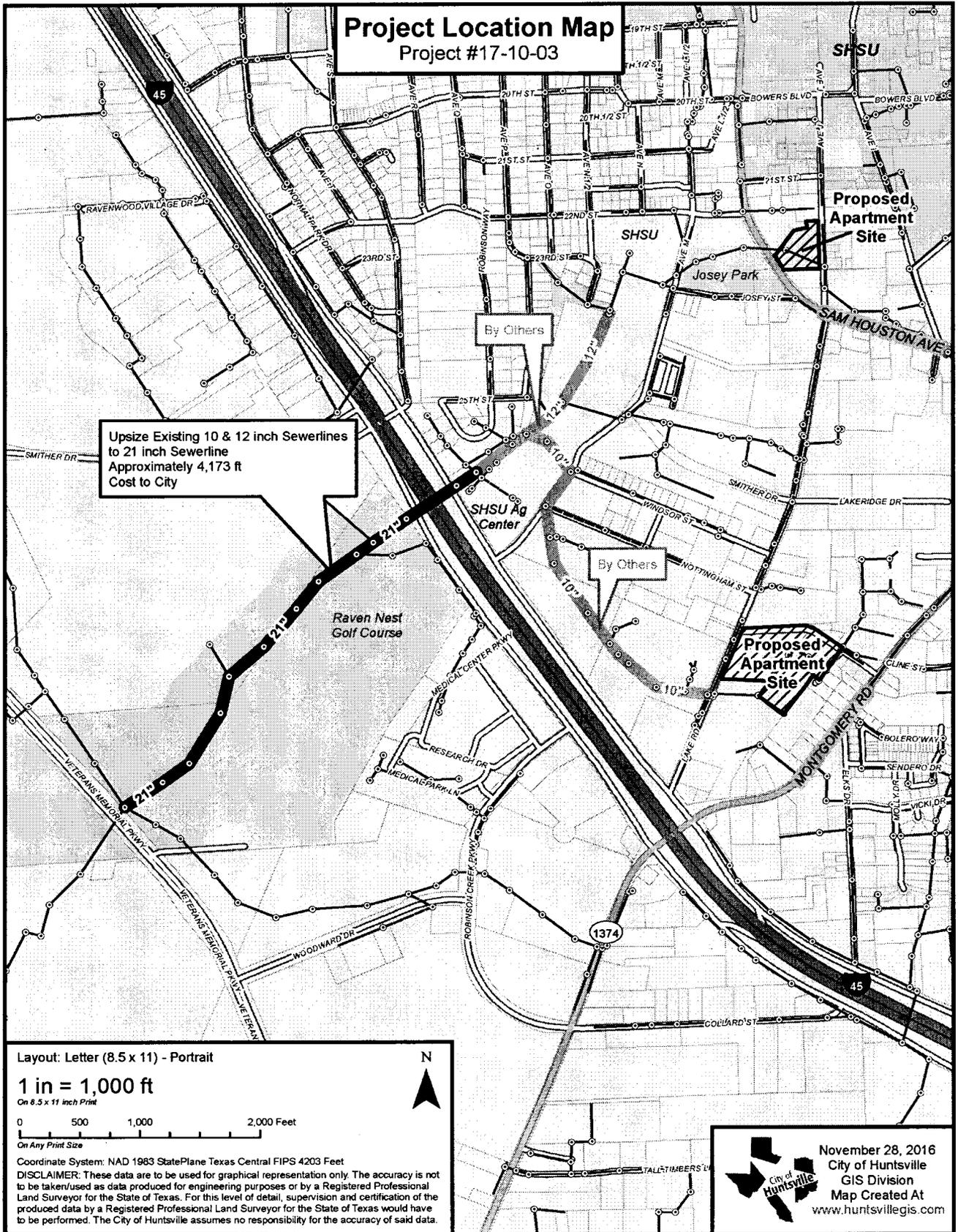
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**Approvals:**     City Attorney             Director of Finance             City Manager

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**Associated Information:**

- Map of project location (page 3)
- Scope & fee proposal from RPS Klotz Associates (pages 4-9)
- Conceptual construction cost estimate (page 10)
- Engineering agreement format (pages 11 -18)



November 28, 2016

Mr. Y.S. Ramachandra, P.E., C.F.M.  
City Engineer  
City of Huntsville  
448 SH 75 N  
Huntsville, Texas 77320

RE: Professional Engineering Services  
Proposal for Robinson Creek Basin Sanitary Sewer Replacement ~  
Raven's Nest Golf Course Location  
City of Huntsville Project No. 17-10-03

Dear Mr. Ramachandra:

Thank you for the opportunity to provide professional engineering services to the City of Huntsville (City). This proposal provides a detailed scope and fee of engineering services to evaluate and design a gravity sanitary sewer line for the limits shown in the attached Exhibit A.

#### **BACKGROUND**

The City of Huntsville is experiencing unprecedented growth and the City is making it a priority to provide the necessary infrastructure for future development. The City has retained RPS Klotz Associates to analyze and design approximately 4,700 LF of new gravity sanitary sewer trunk line within the Robinson Creek Watershed. Based on the findings of a recently completed citywide Wastewater Condition and Capacity Assessment Study, the existing sanitary sewer located in Raven Nest Golf Course between Interstate 45 (IH-45) and Veterans Memorial Parkway is at full capacity. The proposed sanitary sewer line will upsize the existing 12-inch line to 21-inch as shown on Exhibit A. The proposed sanitary sewer line will begin just north of IH-45 at a manhole adjacent to the Sam Houston State University Agricultural Center and continue southwesterly crossing IH-45. The proposed sewer line will continue southwest through the Raven Nest Golf Course and finally connect to a manhole just north of Veterans Memorial Parkway as shown on Exhibit A. It is our understanding that sanitary sewer improvements further upstream of this project will be funded and completed by private developers in a similar time frame or ahead of this project.

#### **ASSUMPTIONS**

The project scope is based on the assumptions identified below.

1. This Scope of Services includes design of new sanitary sewer trunk line within the Robinson Creek Watershed starting just north of IH-45 and run southwest under the freeway to a manhole just north of Veterans Memorial Parkway.

2. The IH-45 crossing must be reviewed and approved by the Texas Department of Transportation (TxDOT). Coordination with TxDOT and obtaining plan approval are included in this scope of work.
3. The City of Huntsville will provide recent geotechnical reports to identify the soils appropriately within the project limits, if available. This Scope of Services does not include geotechnical investigation. Should it be determined that Geotechnical services be required, the City will independently seek a proposal for this work.
4. The City will provide studies, plans, and details of all sanitary sewer infrastructures that may be helpful in design of this project.
5. The City has an existing 20-foot easement along the existing sanitary sewer through the golf course.
6. The City will provide the materials testing during construction.
7. During the Bid Phase, the City will manage the distribution of bid documents and maintain a bidders list.
8. During construction, the City will provide day-to-day inspections and observe construction progress.
9. The City will take the lead to obtain right of entry to the project site prior to Notice to Proceed.
10. Any required fees will be paid by the City.

#### SCOPE OF BASIC SERVICES

RPS Klotz Associates is prepared to provide the following basic services to the City of Huntsville:

##### **Task 1 - Topographic Survey**

Topographic Survey will substantially conform to the current Texas Society of Professional Survey Standards and Specifications for a Category 6, Condition II Survey. Limits of the topographic survey will generally follow the existing sanitary sewer as shown on Exhibit A.

1. Establish Right-of-Way of intersecting streets and easements, if any.
2. Cross-sections every 50 feet along the proposed alignment and approximately twenty-five (25) feet on both sides of the existing sanitary sewer.
3. Cross-sections at creek crossings, if any, within the project limits.
4. Cross-sections at street crossings within the project limits and twenty-five (25) feet on either side of the proposed crossing.
5. Locate all improvements within project limits with elevations (including pavement, curb, sidewalks, etc.).
6. Locate all utilities including flow line elevations of underground utilities.
7. Locate connections to sanitary sewer including size and slope of sewer line up to the nearest manhole.
8. Only locate large trees (12" diameter or greater) within the proposed easement limits along the proposed alignment.

9. Contact utility companies to map plans and mark utilities.
10. Prepare signed and sealed survey control sheets to be included in the plans.

**Task 2 - Project Management and Coordination**

1. Coordination meetings with the City and project team members. It is anticipated that there will be no more than three (3) coordination meetings throughout the project design. All other coordination will occur via email or phone conferences.
2. Coordinate with the City and the University during all phases of the project.
3. Conduct one (1) field visit to take site photos and gather information pertaining to existing conditions.
4. Attend up to two (2) City Council meetings as requested by City Staff.
5. TxDOT coordination and plan approval.
6. Public and private utility coordination.
7. Project Management will include documentation/records along with task management and workload scheduling. Also includes weekly progress reports (email format), project scheduling, internal meetings, and meeting summaries.

**Task 3 - Final Design**

1. Prepare full sized (22"x34") drawings at a scale of 1" = 20' and submit to the City for review and comment.
2. Submittal milestones will include 50%, 90%, and 100%.
3. Table of contents of the project manual will be submitted at the 50% milestone.
4. Prepare preliminary construction cost estimate.
5. List of design sheets will include:
  - a. Cover, Index and General Notes Sheet (3)
  - b. Survey Control and Project Layout (5)
  - c. Plan and Profile Sheets (14)
  - d. Demolition Sheet (1)
  - e. Traffic Control Sheets (3)
  - f. Typical SWPPP and details (7)
    - 1) Specific details for vulnerable locations may be required to avoid complaints and possible TCEQ notices.
  - g. Standard Detail sheets (3)
6. Draft project manual with standards, specifications, bid tabs, permit requirements for bidding and utilizing the city modified EJCDC Contract Documents will be submitted at the 90% milestone.
7. Final construction cost estimate.
8. Coordinate IH-45 sanitary sewer crossing with TxDOT and obtain approval through the utility request online application and plan submittal.
9. We will submit final CAD files to the City in AutoCAD Civil3D version 2013.

**Task 4 - Bid Phase**

1. Provide an electronic copy and four (4) hard copies of Bid Documents to the City Purchasing Manager.
2. Participate in the pre-bid conference for prospective bidders.
3. Receive, review and answer questions received from plan holders and issue addenda as required.
4. Attend bid opening.
5. Check bids for errors, responsiveness and tabulate results.
6. Review the qualifications of the apparent low bidder.
7. Issue a recommendation for Award.
8. The City will compile contract documents, obtain necessary signatures and send executed contract to the Contractor.

**Task 5 - Construction Phase**

Construction is estimated to be approximately five (5) to six (6) months for substantial completion. RPS Klotz Associates will provide the following services during the construction of this project:

1. We will facilitate the pre-construction meeting, prepare agenda and meeting notes.
2. Review and take appropriate action on contractor submittals.
3. Respond to contractor's requests for information (RFIs) by email.
4. Assist with change order requests and make recommendations.
5. Assist with the review monthly Pay Estimates submitted by Contractor.
6. Conduct up to four (4) site visits during construction as requested by the City. RPS Klotz Associates will prepare a field report following each visit.
7. Along with the City and Contractor, attend one (1) inspection at Substantial Completion; prepare punch list and one (1) final inspection. Contractor is responsible for submitting to City of Huntsville, Notification of Substantial Completion and Final Acceptance, and TCEQ NOI/NOT forms.

**SCHEDULE**

We propose to perform the basic engineering services for the Robinson Creek Basin Sanitary Sewer Replacement project as described herein for the following durations:

**Basic Services**

Topographic Survey	4 Weeks
Final Design 50% Submittal	7 Weeks
City Review and Comments	2 Weeks
Final Design 90% Submittal	6 Weeks
City Review and Comments	2 Weeks
<u>Final Design 100% Submittal</u>	<u>4 Weeks</u>
Total Duration	25 Weeks

**FEE SUMMARY**

We propose to perform the basic engineering services for the Robinson Creek Basin Sanitary Sewer Replacement project as described herein on a lump sum basis as outlined below:

**Basic Services**

Task 1 – Topographic Survey (10% markup)	\$ 22,412.50
Task 2 - Project Management and Coordination	\$ 19,160.00
Task 3 – Final Design	\$ 86,100.00
Task 4 – Bid Phase	\$ 6,845.00
Task 5 – Construction Phase	\$ 22,200.00
<u>Task 6 – Reimbursable Expenses</u>	<u>\$ 1,500.00</u>
Basic Services Subtotal	\$ 158,217.50
<b>Total Contract Amount</b>	<b>\$ 158,217.50</b>

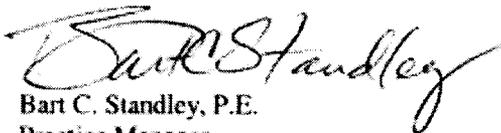
**TERMS AND CONDITIONS**

RPS Klotz Associates proposes to perform this scope of work on a lump sum basis. We are prepared to proceed within 24-hours of receipt of your written authorization to proceed.

**CLOSING**

Thank you for considering RPS Klotz Associates for these community improvements for the City of Huntsville, Texas. Please do not hesitate to contact Mike McClung, P.E. or me to discuss any items.

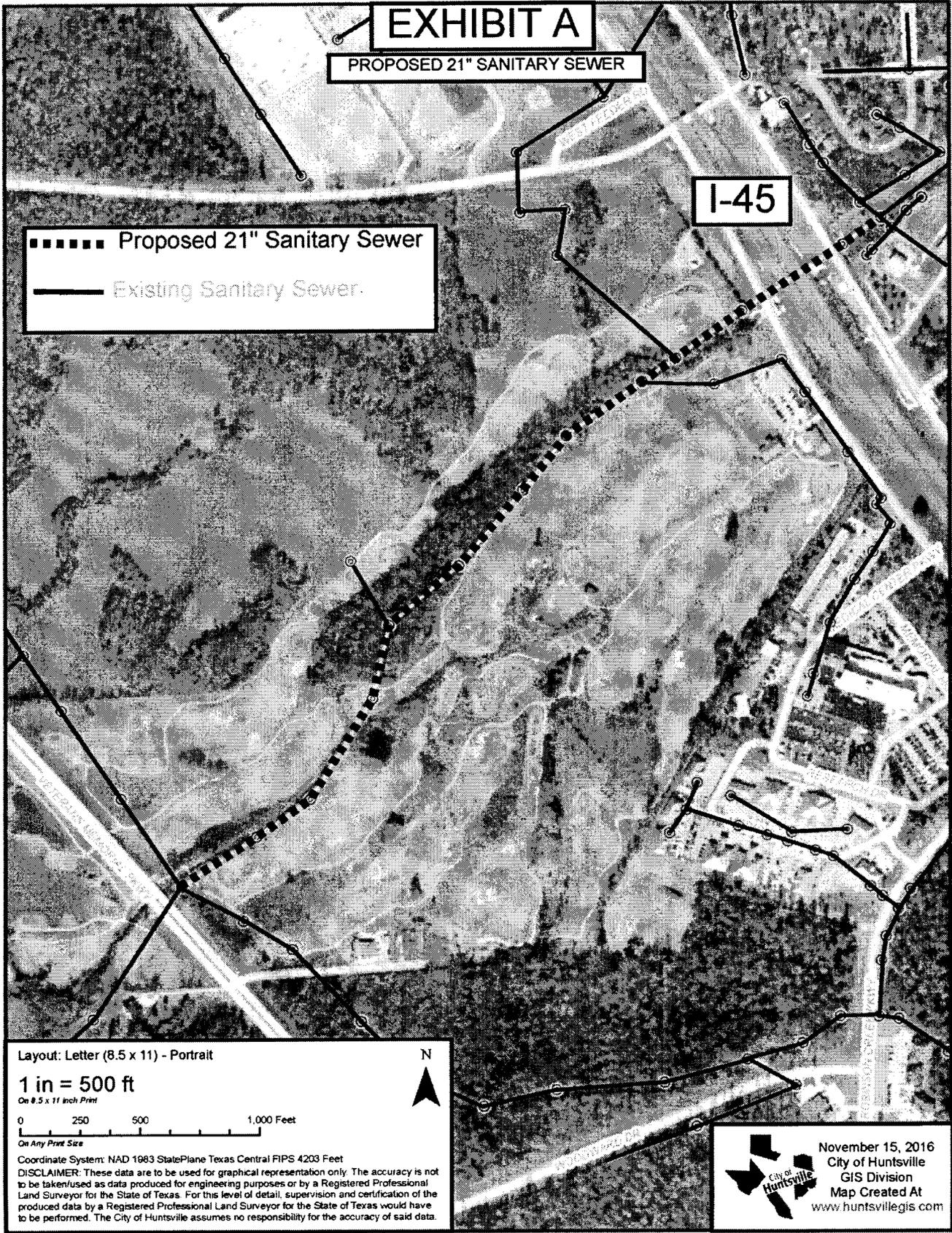
Sincerely,



Bart C. Standley, P.E.  
Practice Manager

BCS:ng

Attachment



**EXHIBIT A**  
**PROPOSED 21" SANITARY SEWER**

**I-45**

----- Proposed 21" Sanitary Sewer  
 \_\_\_\_\_ Existing Sanitary Sewer.

Layout: Letter (8.5 x 11) - Portrait

**1 in = 500 ft**

On 8.5 x 11 inch Print

0 250 500 1,000 Feet

On Any Print Size



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet  
 DISCLAIMER: These data are to be used for graphical representation only. The accuracy is not to be taken/fused as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Huntsville assumes no responsibility for the accuracy of said data.


 November 15, 2016  
 City of Huntsville  
 GIS Division  
 Map Created At  
[www.huntsvillegis.com](http://www.huntsvillegis.com)

Robinson Creek Basin  
Sanitary Sewer Project

ITEM NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	Engineers Estimate	
				UNIT PRICE	AMOUNT
1	General Requirements (limit to 5% of total)	LS	1	\$71,500.00	\$71,500.00
2	Installation and Maintenance of Traffic Control Devices	LS	1	\$10,000.00	\$10,000.00
3	Site Preparation	LS	1	\$10,000.00	\$10,000.00
4	Remove Existing Sanitary Sewer Manholes	EA	15	\$1,000.00	\$15,000.00
5	Precast Concrete Sanitary Sewer Manhole, 4-foot Diameter	EA	15	\$8,000.00	\$120,000.00
6	Remove Existing Sanitary Sewer Pipe	LF	4750	\$10.00	\$47,500.00
7	21" Sanitary Sewer, PVC SDR 26, complete in place	LF	4750	\$170.00	\$807,500.00
8	Proposed Cased Auger with Steel Casing	LF	550	\$600.00	\$330,000.00
9	Connect Proposed Sanitary Sewer to Existing Manhole	EA	2	\$2,000.00	\$4,000.00
10	Connect Existing Sanitary Sewer to Proposed Manhole	EA	5	\$2,000.00	\$10,000.00
11	Trench Safety Systems	LF	4750	\$2.00	\$9,500.00
12	Bypass Pumping	LS	1	\$50,000.00	\$50,000.00
13	Site Restoration	LS	1	\$15,000.00	\$15,000.00
14	Hydro-mulch Seeding	SY	11100	\$2.00	\$22,200.00
15	Control of Groundwater	LS	1	\$10,000.00	\$10,000.00
16	Tree Protection	LS	1	\$10,000.00	\$10,000.00
17	Construction Entrances	EA	3	\$2,000.00	\$6,000.00
18	SWPPP Requirements	LS	1	\$15,000.00	\$15,000.00
17	Utility Coordination	LS	1	\$5,000.00	\$5,000.00
				<b>Total</b>	<b>\$1,568,200.00</b>
				Contingency (20%)	\$313,640.00
				Total	\$1,881,840.00

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 \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct \_\_\_\_\_ hereinafter called the PROJECT. The effective date of this agreement is \_\_\_\_\_.

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

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The Engineer shall serve as the Owner's professional representative in the planning and observation of construction of the Project as outlined in Proposal dated xxxxxxxx xx, 201x from xxxxxxxxxxxx Engineering firm (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the Owner during the performance of his 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 to accomplish the work required to be performed under this AGREEMENT in a competent and professional manner and shall be responsible for the quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this AGREEMENT.

The OWNER's approval of drawings, design, specifications, reports incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of his work nor shall the OWNER's approval or acceptance of the ENGINEER's work 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 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 his 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 and observation of construction of the Project as outlined in Exhibit I, and shall give consultation and advice to the Owner during the performance of his services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED WORK 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 defend 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 him, 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 him 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 his services under this Agreement and shall provide a certificate of said insurance to the Owner to attach to this contract. The Engineer shall furnish proof of Error and Omissions 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 Study, Planning, Report, 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 area 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.

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 Work: The 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.

4.8 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 work 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 work covered by this Agreement.

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 Payments Withheld from Contractors: No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

5.3 Abandoned or Suspended Work: If any work 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.

5.4 The OWNER will make prompt monthly payments in response to the Engineer's monthly detailed statements for all categories of services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. 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.

5.5 Payments for Additional Services of the Engineer: The Engineer shall be reimbursed according to Attachment 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.

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, plus terminal expense. 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, loss profits, special 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.

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 his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersedes 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 effected 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 mention 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 Y. S. Ramachandra, P.E. City Engineer City of Huntsville 448 State Highway 75 North Huntsville, TX 77320	ENGINEER Name Job Title Firm Name Street Address City, State, Zip
---	--

**6.10 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.

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

OWNER:  
 CITY OF HUNTSVILLE

ENGINEER:  
 FIRM NAME

\_\_\_\_\_  
 Matt Benoit - City Manager

\_\_\_\_\_  
 Name - Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Lee Woodward – City Secretary

\_\_\_\_\_  
Name - Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Leonard Schneider, City Attorney



## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 4c

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**Item/Subject:** Consider adoption of Ordinance 2017-09 to amend the Wastewater CIP Capital Improvement Projects budget.

**Initiating Department/Presenter:** Finance

**Presenter:** Steve Ritter – Finance Director

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**Recommended Motion:** Move to adopt Ordinance 2017-09 to amend the Wastewater CIP Capital Improvement Projects budget.

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

---

**Discussion:** As discussed in the attachment, Exhibit A, to the Ordinance, the Budget Amendment presented for City Council consideration is to create a new Wastewater CIP Project “Elkins Lake Dam Lift Station and WW lines relocation” and fund the engineering design for the project, estimated at \$360,000, by moving budget from 2 existing Wastewater CIP projects. Estimated construction cost is \$4 million and the source of funding for construction has not yet been identified.

---

**Previous Council Action:** No previous Council action

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**Financial Implications:**

See the attached Ordinance and related Budget Amendments (Exhibit A)

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**Approvals:**     City Attorney             Director of Finance             City Manager

---

**Associated Information:**

- Ordinance 2017-09, page 2
- Exhibit A (list of budget amendments), page 3

**ORDINANCE NO. 2017-09**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2016-2017 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2016-40 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2016-2017 Annual Budget and CIP Budgets were adopted by Ordinance 2016-40 on September 20, 2016;

**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 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 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 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 6<sup>th</sup> day of December 2016.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

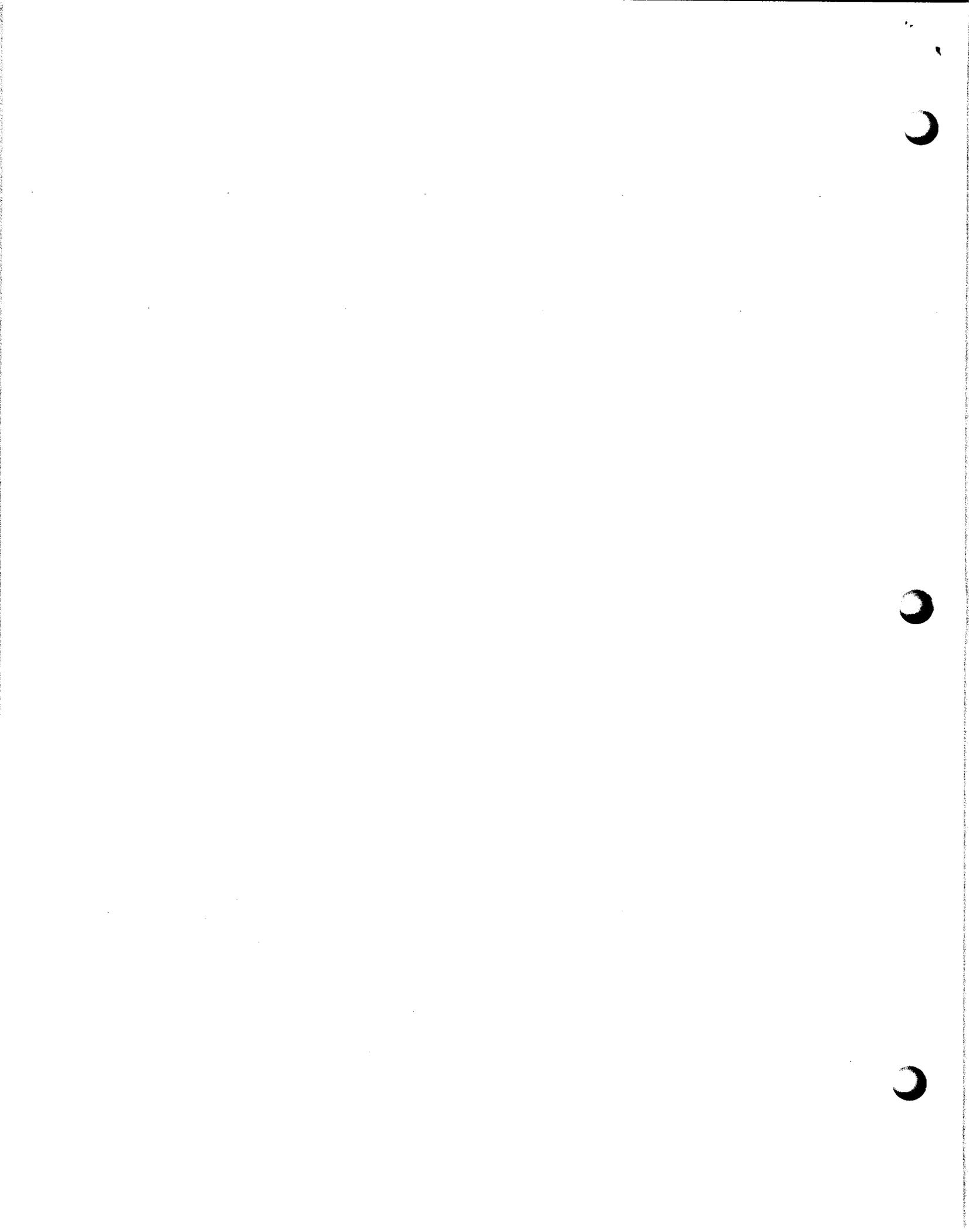
\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

## Budget Amendments FY 16-17 December 6, 2016

**Exhibit  
A**

Increase:	Elkins Lake Dam Lift Station and WW lines relocate	\$	360,000
Decrease:	Camelia Lake 30" Sewer Realignment	\$	(100,000)
Decrease:	Rehab & Expand Hitching Post Lift Station	\$	(260,000)
Explanation:	<p>The budget amendment request creating a new Wastewater CIP project for the Elkins Lake Dam Lift Station relocation and abandonment of 30" sewer line under Camelia Lake. Creation of this project is proposed by taking budget from:</p> <ul style="list-style-type: none"> <li>a) Camelia Lake 30" Sewer Realignment project</li> <li>b) Rehab &amp; expand Hitching Post Lift Station project</li> </ul> <p>Item (a) will no longer be needed since this project will be incorporated in the proposed project. Item (b) will be handled through Public Works Department operations budget.</p> <p>The \$360,000 will cover design engineering costs for the project.</p>		





**CITY COUNCIL AGENDA**

12/6/2016  
Agenda Item: 4d

---

**Item/Subject:** Consider adoption of Ordinance 2017-06 to amend the budget for FY 16-17 and amend the Capital Improvement Projects budget.

**Initiating Department/Presenter:** Finance

**Presenter:** Steve Ritter – Finance Director

---

**Recommended Motion:** Move to adopt Ordinance 2017-06 to amend the budget for FY 16-17 and amend the Capital Improvement Projects budget.

---

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

---

**Discussion:** As discussed in the attachment, Exhibit A, to the Ordinance, the budget amendments are requesting \$1,400,000 of General Fund Unallocated Reserve be used for transferring to General CIP to create a CIP Project for the Public Safety Facilities (Bond Prop. #1 approved by voters in the November 2016 elections) and fund the engineering costs to full design and provide monies for potential environmental studies and demolition. The Finance Committee approved these budget amendments at their November 29<sup>th</sup> meeting. If approved, it is estimated the balance for Unallocated Reserve for General Fund at the end of the 16 – 17 fiscal year will be approximately \$7,300,000 which is \$1,600,000 over the required \$5,700,000 amount.

---

**Previous Council Action:** No previous Council action

**Financial Implications:**

See the attached Ordinance and related Budget Amendments (Exhibit A)

---

**Approvals:**     City Attorney             Director of Finance             City Manager

**Associated Information:**

- Ordinance 2017-06, page 2
- Exhibit A (list of budget amendments), page 3

**ORDINANCE NO. 2017-06**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2016-2017 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2016-40 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2016-2017 Annual Budget and CIP Budgets were adopted by Ordinance 2016-40 on September 20, 2016;

**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 2016 – 2017 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 2016 – 2017 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 2016 – 2017 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 6<sup>th</sup> day of December 2016.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauningner, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

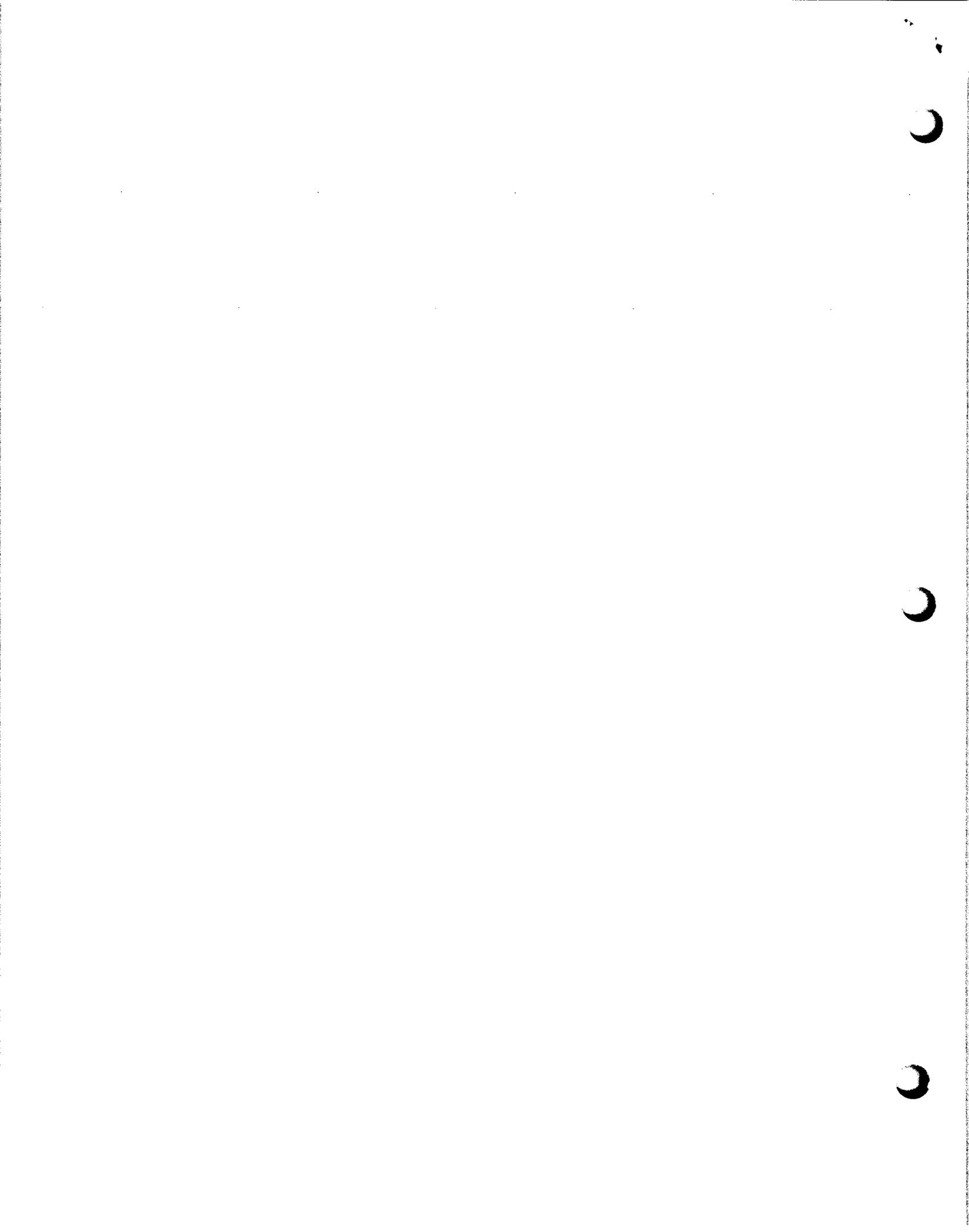
\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

**Budget Amendments FY 16-17  
December 6, 2016**

**Exhibit  
A**

Increase: General Fund - Transfer to CIP (using Unallocated Reserves)		\$ 1,400,000
Explanation:	<p>To move forward on the Public Safety project(s) related to Bond Proposition 1 which passed in the November election there is a need to hire an engineering firm to design such facilities/buildings, have funds in place for any environmental studies required and have funds in place for any potential demolition. It is estimated that \$1,400,000 will cover the costs for these anticipated expenditures. If the budget amendment is approved it is estimated the balance for Unallocated Reserves for General Fund at 9/30/17 will be \$7,300,000 which is \$1,600,000 above the required \$5,700,000 amount.</p>	
Increase: General CIP - Public Safety Facilities (2016 Bond Prop #1)		\$ 1,400,000
Explanation:	<p>This budget amendment provides for monies for the cost of design engineering, and any necessary environmental studies and potential demolition for the Public Safety project(s) approved with Bond Proposition 1. The source of funds is from a Transfer from General Fund using General Fund Unallocated Reserves.</p>	





**CITY COUNCIL AGENDA**

12/6/2016

Agenda Item: 4e

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**Item/Subject:** Consider adoption of Ordinance 2017-07 to amend the budget for FY 16-17 and amend the Capital Improvement Projects budget.

**Initiating Department/Presenter:** Finance

**Presenter:** Steve Ritter – Finance Director

---

**Recommended Motion:** Move to adopt Ordinance 2017-07 to amend the budget for FY 16-17 and amend the Capital Improvement Projects budget.

---

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

---

**Discussion:** As discussed in the attachment, Exhibit A, to the Ordinance, the budget amendments are requesting \$2,185,000 be transferred from the Water Fund to Water CIP to create a CIP project for the Water portion of Proposition 3 of the Bond elections approved by voters in the November elections. The funding source of the transfer is the additional revenues resulting from the new contract with TDCJ for sales of water to the Ellis and Estelle units. The monies, if the budget amendments are approved, will pay for engineering design costs for Proposition 3 water projects. The Finance Committee approved these budget amendments at their November 29<sup>th</sup> meeting.

---

**Previous Council Action:** No previous Council action

**Financial Implications:**

See the attached Ordinance and related Budget Amendments (Exhibit A)

---

**Approvals:**     City Attorney             Director of Finance             City Manager

**Associated Information:**

- Ordinance 2017-07, page 2
- Exhibit A (list of budget amendments), page 3

**ORDINANCE NO. 2017-07**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2016-2017 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2016-40 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2016-2017 Annual Budget and CIP Budgets were adopted by Ordinance 2016-40 on September 20, 2016;

**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 2016 – 2017 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 2016 – 2017 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 2016 – 2017 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 6<sup>th</sup> day of December 2016.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

# Budget Amendments FY 16-17

## December 6, 2016

**Exhibit  
A**

	Increase: Water Fund - Water Sales TDCJ Ellis & Estelle	\$ 2,185,000
	Increase: Water Fund - Transfer to CIP	\$ 2,185,000
Explanation:	<p>To move forward on the Water projects related to Bond Proposition 3 which passed in the November election there is a need to hire an engineering firm for design of all needed improvements, construction, etc.. It is estimated that \$2,185,000 will cover the costs for these anticipated expenditures. The budget amendment request using \$2.185M of additional Water revenue from the new contract with TDCJ for sales of water to the Ellis and Estelle units to fund this additional transfer to Water CIP. These additional revenues were not included in Water Fund's original FY 16 - 17 Budget as the contract had not been approved as of the date the FY 16 - 17 Budget was approved/adopted. Thus, the requested increase to the Revenue account.</p>	
	Increase: Water CIP project(s) - (2016 Bond Prop #3)	\$ 2,185,000
Explanation:	<p>This budget amendment provides for monies for the cost of design engineering, for all needed improvements, construction, etc. related to Water projects included in Bond Proposition 3 approved by voters in the November election. The source of funds is from a Transfer from Water Fund using additional Water Revenues from the new contract with TDCJ for water sales to the Ellis and Estelle units.</p>	





**CITY COUNCIL AGENDA**

12/6/2016

Agenda Item: 4f

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**Item/Subject:** Consider adoption of Ordinance 2017-08 amend the Wastewater CIP Capital Improvement Projects budget.

**Initiating Department/Presenter:** Finance

**Presenter:** Steve Ritter – Finance Director

---

**Recommended Motion:** Move to adopt Ordinance 2017-08 to amend the Wastewater CIP Capital Improvement Projects budget.

---

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

---

**Discussion:** As discussed in the attachment, Exhibit A, to the Ordinance, the Budget Amendment presented for City Council consideration is to move \$1,900,000 from Unallocated Budget in the Wastewater CIP Fund to a newly created project for renovating the AJ Brown wastewater treatment plant (part of the Wastewater projects in Bond Proposition 3 in the November elections). The Budget Amendment will put funds in place to cover the cost for engineering for the AJ Brown plant renovations. The \$1.9M in Unallocated Budget of the Wastewater CIP Fund is available as the result of Council's approval action at the November 15, 2016 meeting moving almost \$1.9M from the Wastewater Fund from Reserved Funds for Bond Debt no longer required to the Wastewater CIP Unallocated Budget account.

---

**Previous Council Action:** No previous Council action

**Financial Implications:**

See the attached Ordinance and related Budget Amendments (Exhibit A)

---

**Approvals:**     City Attorney             Director of Finance             City Manager

**Associated Information:**

- Ordinance 2017-08, page 2
- Exhibit A (list of budget amendments), page 3

**ORDINANCE NO. 2017-08**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2016-2017 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2016-40 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2016-2017 Annual Budget and CIP Budgets were adopted by Ordinance 2016-40 on September 20, 2016;

**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 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 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 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 6<sup>th</sup> day of December 2016.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lee Woodward, City Secretary

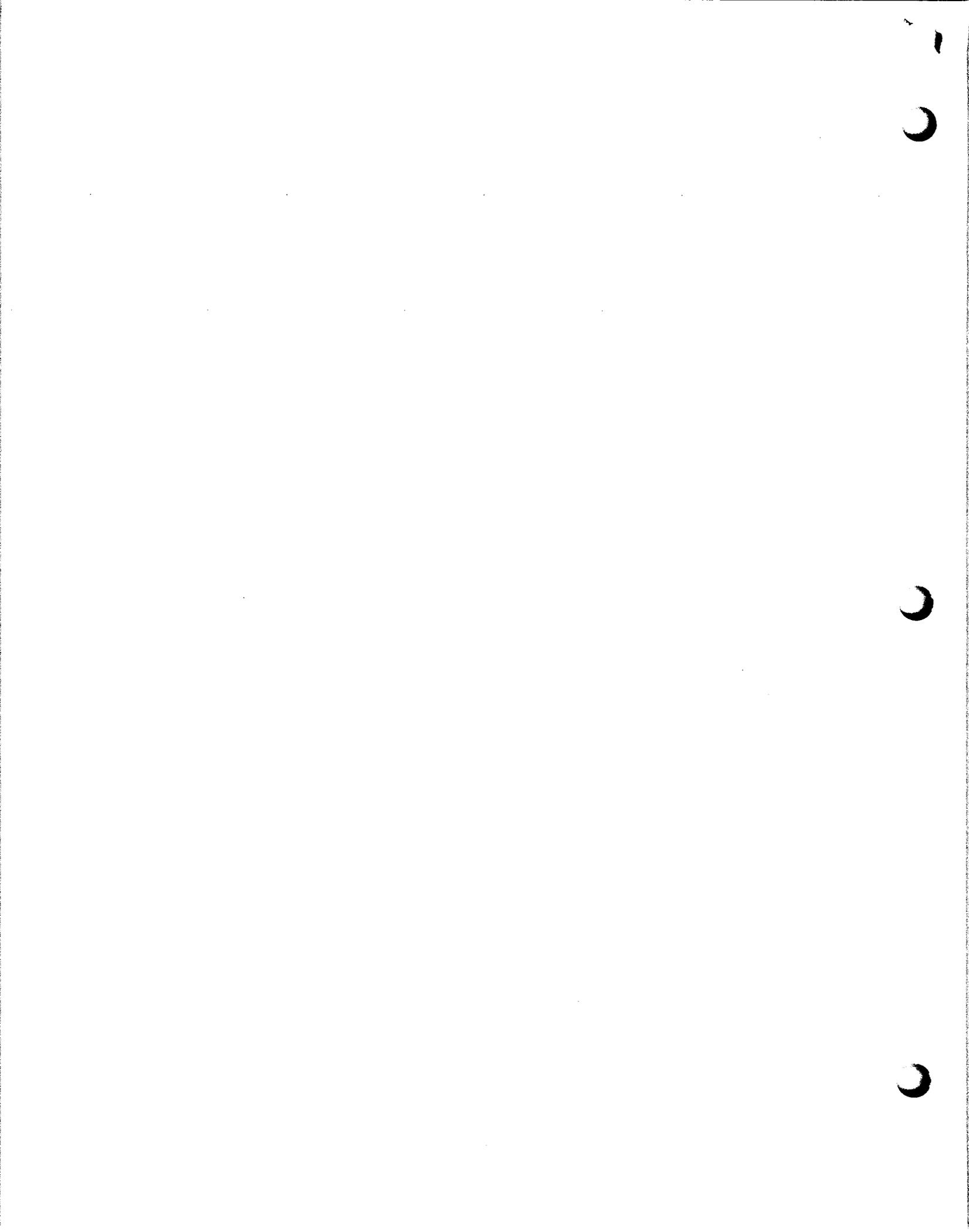
\_\_\_\_\_  
Leonard Schneider, City Attorney

# Budget Amendments FY 16-17

## December 6, 2016

**Exhibit  
A**

	Decrease: Wastewater CIP Unallocated Budget	\$ (1,900,000)
	Increase: AJ Brown refurb (2016 Bond Prop)	\$ 1,900,000
Explanation:	<p>To move forward on the improvements and reconstruction of the AJ Brown wastewater treatment plant related to Bond Proposition 3 which passed in the November election there is a need to hire an engineering firm for design of all needed improvements, reconstruction, etc.. It is estimated that \$1,900,000 will cover the costs for these anticipated expenditures. The budget amendment request using \$1.9M of Unallocated Budget of the Wastewater CIP Fund. At Council's November 15, 2016 meeting Council approved moving approximately \$1.9M from the Wastewater Fund to the Wastewater CIP Fund Unallocated Budget from Debt Reserve monies no longer required due to debt falling off in Wastewater. If this budget amendment is approved it is estimated the balance for Unallocated Budget for Wastewater CIP will be \$768,500.</p>	





## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 5a

---

**Item/Subject:** Consider a Historic Preservation Overlay District Map Amendment for 1215 19th Street, The 1834 Collard Homestead, in the city limits of Huntsville and adopting Ordinance 2017-11 in support of same, second reading.

**Initiating Department/Presenter:** Community & Economic Development

**Presenter:** Aron Kulhavy, Director, Community & Economic Development Department

---

**Recommended Motion:** Move to approve a Historic Preservation Overlay District Map Amendment for 1215 19th Street, The 1834 Collard Homestead, in the city limits of Huntsville as recommended by the Historic Preservation Commission and the Planning Commission and adopt Ordinance 2017-11 in support of same.

---

**Strategic Initiative:** Goal #1 - City Appearance - Provide policies, amenities, and events that enhance the City's already beautiful and historic natural environment.

---

**Discussion:** Staff received a request for Historic Overlay Designation for the property located at 1215 19<sup>th</sup> Street, commonly known as The Homestead. This case and the other case for the Gibbs-Powell House Museum on this same agenda are the first two requests for Historic Overlay Designation received by the City. As required under the ordinance, both of these requests were initiated solely upon request of the property owner.

As a quick refresher on the requirements placed on the property after designation, any exterior alterations to the property must receive a Certificate of Compliance from the Historic Preservation Commission before taking place. This historic designation has no bearing on the surrounding properties nor does it affect the use of the property.

A Public Hearing and Consideration of this Development District Map Amendment case was on the agenda for the October 20th Planning Commission Meeting. The Commissioners voted unanimously to recommend approval of the request for Historic Overlay Designation to The Homestead and the Museum. Minutes from the Planning Commission showing the discussion at their meeting is attached at the end of this report.

The discussion form and other documents submitted to the Historic Preservation Commission and Planning Commission from staff are below and provide much greater detail of the request.

---

**Previous Council Action:** The Council has not considered any requests for Historic Overlay Designation. The Historic Preservation Ordinance was adopted in November of 2013 as part of the Development Code.

**Financial Implications:**

There is no financial impact associated with this item.

---

**Approvals:**       City Attorney               Director of Finance               City Manager

---

**Associated Information:**

- Planning Commission Discussion form and packet (pages 3-17)
- Excerpt from October 20, 2016 Planning Commission minutes (page 18)
- Proposed Ordinance 2017-11 (pages 19-20)



# PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

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Prepared by: Aron Kulhavy, AICP, Community & Economic Development  
Director/City Planner  
Janet Ridley, Planner; Allison Martin, Planning Assistant

---

**SUBJECT:** The 1834 Collard Homestead

**MEETING DATE:** October 20, 2016 **TYPE OF REVIEW:** Historic Preservation Overlay  
District Map Amendment

**APPLICANT & OWNER:** George H. and Suzanne B. Russell

**LOCATION:** 1215 19<sup>th</sup> St.

---

## **FACTS, CODE REQUIREMENTS AND CONDITIONS**

The subject property is located at 1215 19<sup>th</sup> Street and includes 3 structures, 1) The Collard House [site no. 1110], 2) The Dunlap Cabin [site no. 1110], 3) Rear House/Kitchen [site no. 1111]. It is currently open to the public as a restaurant.

According to the *Historic Resources Survey of Huntsville, Texas* prepared by Hardy, Heck and Moore in March 1993, rates 1215 19<sup>th</sup> Street as a high priority historic property based on description and statements of significance excerpt as follows:

Site No. 1110 (1)  
Date: 1835  
Style: Dogtrot

Description: 1 ½-story, single-family, domestic building; center-passage plan

Significance: The building is an early-Texas double-pen log dwelling. The building's relocation has compromised its site integrity and archaeological potential. The log construction is visible only on the primary (north) elevation, but reconstruction has obscured significant features, including the enclosure of the open center passage, the addition of a "rustic" shed front porch, lap siding, and reconstructed brick chimneys on the side elevations. This log house was built between 1834-35 by Lemuel Collard, one of the earliest settlers in Walker County.

- (2) A single-pen log cabin (originally half of a double-pen building) is attached to the rear of the Collard House by a walkway and dates from the 1860s. This small house, possibly a slave cabin, is the only extant remnant of fourteen double-pen log outbuildings from the huge Dunlap Plantation in the Kittrell area. Reconstruction efforts for both buildings utilized recycled historic construction

materials.

Site No. 1111  
Date: 1873  
Style: Greek Revival

Description: 1-story, single-family, domestic building; Greek Revival style.

Significance: The house is an outstanding local example of the Greek Revival style. Its original details are intact, including simple classical moldings that serve as column capitals, door, and entry facings. The 5-bay integral porch that extends to the side has tapered, squared columns. Other noteworthy architectural features are the paneled, double-door entrance with sidelights and transom and the 6/6 light windows. The building's relocation from Willis, Texas about 1980 to its present site has compromised its site integrity and archaeological potential, but not diminished it as a superb East Texas example of late Greek Revival architecture. The building is attached to the 1835 Collard House (Site No. 1110) by an enclosed walkway.

According to Article 12 of the *Development Code*,

12.506.A An individual (landmark) property may be designated as an HP Overlay if it substantially complies with 2 or more of the following:

1. Possesses significance in history, architecture, archeology, or culture;
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
3. Is associated with events that have made a significant impact in the past;
4. Represents the work of a master designer, builder, or craftsman;
5. Embodies the distinctive characteristics of a type, period, or method of construction; or
6. Represents an established and familiar visual feature of the city.

**STAFF RECOMMENDATION:**

*Based upon the above facts and Historic Resources survey, the buildings at 1215 19<sup>th</sup> street substantially complies with 4 of the HP Overlay Approval Criteria (1,2,5,6). This surpasses the required 2 criteria being met. For this reason staff recommends approval of the property for Historic Overlay Designation.*

***On September 1, 2016 The Historic Preservation Commission considered and approved, by unanimous vote, this Property for HP Overlay District Map Amendment.***

**ATTACHMENTS:**

Historic Preservation Overlay Application with attachments

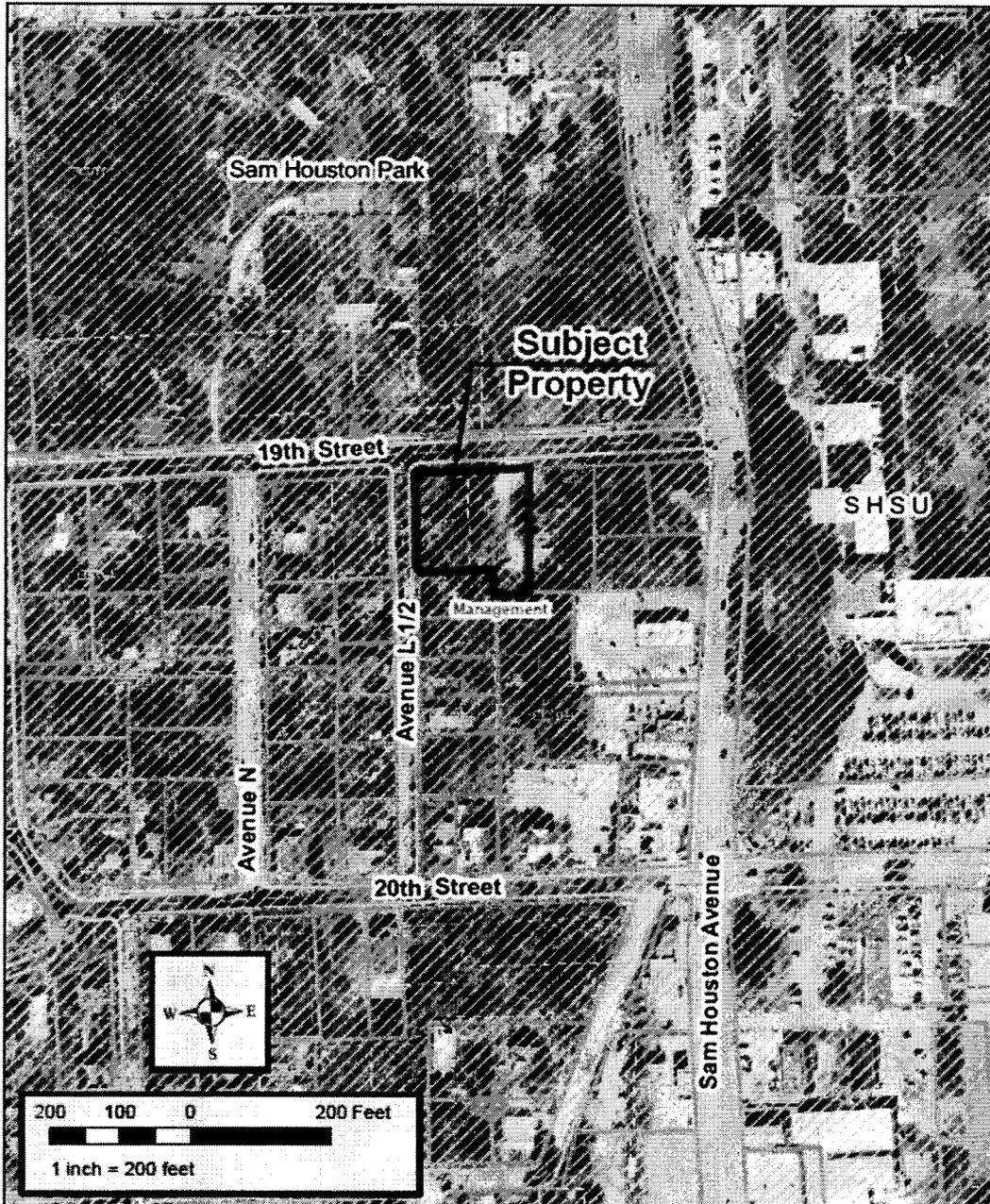
Google map and photo

Article 12.506 Huntsville Development Code

Huntsville Historic Resources Inventory, Appendix A, Page 21

Huntsville Historic Resources Inventory, Appendix B – 26-27

Vicinity Map



**VICINITY MAP**

**Historic Preservation Overlay District Map Amendment  
Planning Commission Public Hearing - October 20, 2016  
1834 Collard Homestead - 1215 19th Street**



# Historic Preservation Overlay Ap

City of Huntsville | 1203 University Avenue, Huntsville, TX 77340 | 936-291-592

## Property Owner Information - If more than one property owner, check and attach a separate

Name George H. & Suzanne B. Russell

1401 19th St. Huntsville 7

Mailing Address

City

Phone Number 936-581-4302 Alternate Phone Number 936-

E-mail: ghr & cyberclone.net

[Signature] Suzanne B Russell July POA 2 Mon

Signature

Date

## Proposed Location for Historic Overlay

Address or general location of the proposed site:

1215 19th

## Property Specifications

Commercial Present business: Homestead Restaurant

Residential Proposed use: \_\_\_\_\_

Does this property hold any designations currently? Yes  No

If yes, please explain: \_\_\_\_\_

Are you interested in any additional designations? Yes  No  Unsure

## Additional Information

Please discuss how your property meets the historic designation criteria. You may attach additional information if necessary.

see attached

3 of most historic structures

in Huntsville

# The Homestead on 19th

The Homestead on 19th  
1215 19th Street  
Huntsville, TX 77340  
ph: 936-291-7366  
fax: 936-291-7413  
[homesteadon19th@yahoo.com](mailto:homesteadon19th@yahoo.com)

- [Home](#)
- [Our Menus](#)
- [Kristy's Kreations](#)
- [Happy Hour](#)
- [Spring Break Hours](#)
- [Gift Certificates](#)
- [Cooking Classes](#)
- [Messina Hof Winery](#)
- [Services](#)
- [Gallery](#)
- [History of the Cabins](#)
- [About us](#)
- [Contact us](#)
- [Job Application](#)

## History of the Homestead



their 13 children. The 10-foot covered porch on the front of the cabin was balded, which served as a storeroom and kitchen, on the back.

The homestead cabin was built of hand-hewn, square-notched pine logs, and a chimney on the east wall was probably a "cat chimney," fashioned from mud. Floors and roof of the cabin were covered with rived boards, and cracks in the logs were covered with wood board "chinking," inside and out, and were whitewashed. Remnants of the original white paint are still visible on areas of the cabin. Additional mud was applied to the east wall of the cabin for insulation. In 1835, the Collards began extensive renovations to the cabin. A 10-foot wide central hall, or dogleg, was added to the west side of the cabin, as well as a second log room. The front porch and the side porch were expanded

across the length of the new structure, and the wood "chinking" on the first porch was removed and replaced with clapboard siding. The original "cat chimney" was removed, and two brick chimneys were added, giving the house a new start as a graceful South

In 1846, the Collards sold the house and 200 acres to H.C. Hoskins for \$300. The cabin saw several owners before its relocation. In 1904 the cabin was extensively renovated and was enlarged again in 1920 with the addition of a large kitchen wing. At that time it also was resided with "modern" 1 1/2" board siding. In 1979, owner H.T. Abbey, who had a modern brick home beside the old Collard cabin, began tearing down the structure to salvage the old wood, unaware that he was uncovering an historic log structure.

When Abbey discovered the original log walls of the building, he stopped his work and contacted the Walker County Historical Commission in order to learn the history of the structure. He also made the decision to sell the structure to someone who might be interested in moving and restoring the historic home. Walker County preservationist George W. Woodland purchased the Collard's homestead cabin in 1980 and relocated it to its beautiful setting on 19th Street in Huntsville, across the street from General Sam Houston Woodland Home and the Sam Houston Memorial Museum and Park. It took time and extensive research to restore the home to its original condition. Bricks and the two chimneys were hand numbered before being disassembled at the site. The materials were used wherever possible in reconstruction.

### **The Dunlap Cabin**



came from the Dunlap plantation close to Cincinnati, Texas, (in the Kittrell area County) on the Trinity River. James Dunlap, a wealthy citizen and business owner, built a large main house on the property and 14 double-penned, dog-trot log cabins. A devastating yellow-fever epidemic reportedly took the lives of half the population of Cincinnati, and over the course of the next 30 to 35 years, the plantation was abandoned along with the town.

By 1889, the plantation had fallen into ruin, and one by one, the log buildings disappeared. The cabin was apparently occupied for some time after 1889, as repairs were made to the structure around this time. The original cabin boasted an eight-foot porch, which ran the length of the front, with a dog-trot hall occupying the space between two log rooms, just like the Collard house. There were two rooms on the back porch, but no upstairs. Logs were split and planed to give the inside walls a more finished appearance. Floor and ceiling joists also were made of pine logs, but the rafters were made of rough-sawn two-by-fours. The chimneys were constructed of masonry. The surviving room of the cabin appears to have been used mainly for storage, as the logs of this room were not originally chinked. Around 1899, the space between the logs was apparently filled, and the exterior of the structure covered with board and batten siding. A wooden fireplace mantel was added to the room as well.

By the late 1960s, all that remained of the plantation was the main house and the cabin. After the main house burned in 1968, the little cabin took a place of distinction as a reminder of the legacy of the Dunlap family. Like the Collard house, the move to restore the Dunlap cabin was a long and exacting process. The logs were numbered before dismantling began, and the little room was rebuilt on its current site of log and board and batten.

### **The Kitchen**

The stately, white board and batten house on the southeast corner of the property was built in Willis, Texas, and was moved to its current site by George Russell in the early 1900s. The house was designed in the style of Confederate President Jefferson Davis's home, which is also known as its origins.

The Collard and Dunlap cabins have been home to The Homestead on 19th since October 1995. The two cabins are among only three Walker County log structures that have survived into modern times and as such are the oldest surviving homes in the county. The cabin interiors are not open for tour during the day, but visitors are



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The Homestead on 19th  
1215 19th Street  
Huntsville, TX 77340  
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fax: 936-291-7413  
[homesteadon19th@yahoo.com](mailto:homesteadon19th@yahoo.com)

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- 
- 
-

Homestead Restaurant





Article 12: Development Review and Approval Procedures

12.600: Certificates of Appropriateness

following review and recommendation by the Planning Commission, the matter must be forwarded to the City Council for final approval.

- 12.505.B The Planning Commission must make its recommendation to the City Council within 45 days of the date that the Planning Commission hearing is closed.
- 12.505.C The City Council must conduct its hearing within 45 days of the date of the Planning Commission recommendation.
- 12.505.D Upon designation of an HP Overlay, the designated boundary must be recorded in the official public records of real property, the tax records of the City of Huntsville and the Walker Appraisal District as well as the official development records of the City of Huntsville.

12.506 HP Overlay Approval Criteria

- 12.506.A An individual (landmark) property may be designated as an HP Overlay if it substantially complies with 2 or more of the following:
  - 1. Possesses significance in history, architecture, and culture;
  - 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
  - 3. Is associated with events that have made a significant contribution to the past;
  - 4. Represents the work of a master designer, builder, or craftsman;
  - 5. Embodies the distinctive characteristics of a type, method of construction; or
  - 6. Represents an established and familiar visual feature of the City.
- 12.506.B Multiple properties may be designated as an HP Overlay if the area substantially complies with both of the following:
  - 1. Contains properties and an environmental setting that meet more of the criteria for designation of an individual property (see §12.506.A); and
  - 2. Constitutes a distinct section of the City.
- 12.506.C Properties that are listed as a Recorded Texas Historic Landmark (RTHL), State Archeological Landmark (SAL) or listed on the National Register of Historic Places.

PROPERTY - BY ADDRESS ORDER

APPENDIX A, PAGE 21

HARDY-HECK-MOORE - 1993

Identification		Stylistic Influence	Date	Photographic References		Site Number
Property Type	Subtype			Roll:Frame	Slides	
Domestic	Bungalow		c. 1945	34:10		930
Domestic			c. 1945	33:31		936
Domestic	Bungalow	Craftsman	c. 1925	34:8		928
Commercial	One-Part Commercial		c. 1940	34:9		929
Domestic	Bungalow		c. 1940	19:10		586
Domestic	Bungalow	Craftsman	c. 1925	6:4A	1	1112
Domestic	Dogtrot		c. 1835	6:3A	49:2 - 6	1110
Domestic		Greek Revival	c. 1873	6:2A	48:21 - 23	1111
Domestic			c. 1935	6:1A		1109
Domestic			c. 1945	5:35A		1107
Domestic	Bungalow	Craftsman	c. 1925	5:34A	1	1106
Domestic	Bungalow	Craftsman	c. 1925	5:33A		1105
Domestic		Colonial Revival	1950	5:32A		1104
Domestic	Bungalow	Tudor Revival	c. 1935	5:29A		1101
Domestic	Four Square		c. 1925	5:28A	49:1	1100
Domestic	Bungalow		c. 1925	5:31A	1	1103
Domestic	Bungalow	Craftsman	c. 1930	8:9		1099
Domestic	Bungalow	Spanish Colonial	c. 1931	5:30A	48:35	1102
Domestic			c. 1945	8:10		1098
Domestic	Bungalow		c. 1930	6:30A		1113
Domestic: Axlry	Garage Apartment		c. 1930	6:31A		1114
Domestic	Bungalow	Craftsman	c. 1930	15:17		243
Domestic	Bungalow		c. 1935	13:30		220
Domestic	Bungalow	Craftsman	c. 1935	15:14		240
Domestic	Bungalow	Craftsman	c. 1930	13:33	1	223
Domestic	Bungalow	Craftsman	c. 1930	13:32		222
Domestic	Bungalow		c. 1930	13:31		221

**Historic Name:** Johnson, S.D., House (Top of the Hill).

**Site No.** 941.

**Address:** 2715 Lake.

**Date:** c. 1911.

**Photo Reference:** Roll 24/Frame 10.

**Description:** 2-story, single-family, domestic building; center-passage-plan with Classical Revival stylistic features.

**Significance:** This impressively large vernacular farmhouse is dramatic on a hilltop surrounded by several acres in south Huntsville. The symmetrical facade and non-historic porch create a Classical Revival appearance. An impressive, 2-story, U-shaped porch wraps around centered rear porch. The elaborately carved front door is particularly noteworthy. William and Maude Allen Johnson built this house in 1909-10, and the house remained in the family for most of the twentieth century. Maude Johnson still lived there in 1981, when Ellen Beasley documented the house as part of the THC city-wide survey. At one time the house contained original furniture designed and built by William R. Johnson. Vandalism has occurred and threatens the house's survival.

**Historic Name:** Collard, Lemuel, House.

**Site No.** 1110.

**Address:** 1215 Nineteenth.

**Date:** c. 1835.

**Photo Reference:** Roll 6/Frame 3A.

**Description:** 1 1/2-story, single-family, domestic building; center-passage plan.

**Significance:** The building is an early-Texas double-pen log dwelling. The building's relocation has compromised its site integrity and archeological potential. The log construction is visible only on the primary (north) elevation, but reconstruction has obscured significant features, including the enclosure of the open center passage, the addition of a "rustic" front porch, lap siding, and reconstructed brick chimneys on the side elevations. This log house was built between 1834-35 by Lemuel Collard, one of the earliest settlers in Walker County. A single-pen log cabin (originally half of a double-pen building) is attached to the rear of the Collard House by a walkway and dates from the 1860s. This small building, possibly a slave cabin, is the only extant remnant of fourteen double-pen log outbuildings from the huge Dunlap Plantation in the Kitirell area. Reconstruction efforts for both buildings utilized recycled historic construction materials.

**Historic Name:** House.

**Site No.** 1111

serve as column capitals, door, and entry facings. The 5-bay integ that extends to the side has tapered, squared columns. Other not architectural features are the paneled, double-door entrance with s and transom and the 6/6 light windows. The building's relocation i Willis, Texas about 1980 to its present site has compromised its sit integrity and archeological potential, but not diminished it as a sup East Texas example of late Greek Revival architecture. The buildi attached to the 1835 Collard House (Site No. 1110) by an enclosed walkway.

**Historic Name:** Montgomery, Thomas Sears, House.

**Site No.** 1103.

**Address:** 1515 Nineteenth.

**Date:** c. 1925.

**Photo Reference:** Roll 5/Frame 31A.

**Description:** 1-story, single-family, domestic building; bungalow.

**Significance:** The property is an exemplary revival-styled bungalow cottage in excellent condition. Subtle classical details, such as the near sym of the facade and the bracketed, gabled roof over the entry, disting this house from others in the University area. Thomas Sears Mont a professor at SHSU, lived in this house from the time of its compl until his death over forty years later.

**Historic Name:** Stanley, Arch, House.

**Site No.** 1102.

**Address:** 1521 Nineteenth.

**Date:** 1931.

**Photo Reference:** Roll 5/Frame 30A.

**Description:** 1-story, single-family, domestic building; bungalow with Spanis Colonial stylistic features.

**Significance:** The property is Huntsville's only Spanish Colonial Revival-influenced bungalow of note. This modest revival-styled co has stucco walls and a red metal roof with carved eaves and round- fenestration and buttresses. Significant additions on the front and t date to the 1950s and 1960s. Arch Stanley, who owned a local cottc built this house in 1931 and lived there until about 1941.

**Historic Name:** Oakwood Cemetery Adicks Addition.

**Site No.** 217.

**Address:** 500 block Ninth (at M.L. King Blvd.).

**Date:** unknown.

**Photo Reference:** Roll 12/Frame 27

**MINUTES OF THE MEETING OF THE PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, AT CITY HALL, 1212 AVENUE M, HUNTSVILLE, TEXAS ON THE 20th DAY OF OCTOBER, 2016 AT 5:30 PM.**

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Members present: Cummings; Anderson; Johnston; Barry, Durda  
Members absent: Woods  
City staff present: Ridley; Martin

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6. **PUBLIC HEARING** to take testimony concerning the Historic Preservation Overlay District Map Amendment of 1215 19<sup>th</sup> Street, The 1834 Collard Homestead, in the City Limits of Huntsville.

*Chairman Johnston opened the Public Hearing. [5:58 PM]*

**Janet Ridley** gave an overview of the case per the Discussion Form making note that there are three historic structures located at 1215 19<sup>th</sup> Street. The Historic Preservation Commission considered and unanimously approved the Historic Preservation Overlay District Map Amendment on September 1, 2016. Staff recommends approval based on compliance with the Historic Preservation Overlay Criteria in the Development Code.

The following citizens spoke in support of the Historic Preservation Overlay Designation.

- **Jenny Dickenson** gave a brief overview on the history of The 1834 Collard Homestead.
- **George Russell**, property owner & applicant, gave a brief history of the property and expressed his desire to maintain the historic value of The 1834 Collard Homestead. He also expressed his opinion on museum admission and passed out advertisement cards to the Commissioners.

**Commissioner Anderson** questioned George Russell on the difference between a Single and Double Pen cabin structure.

**Commissioner Barry** questioned what impact, if any, the inclusion of the property on the Historic Preservation Overlay Map will have on the use of the property as a restaurant. Staff answered that there will not be any the property will still have the Development District Map designation of Management with an overlay for Historic Preservation.

*Chairman Johnston closed the Public Hearing. [5:58 PM]*

7. **CONSIDER** the Historic Preservation Overlay District Map Amendment for 1215 19<sup>th</sup> Street, The 1834 Collard Homestead, in the City Limits of Huntsville.

*Commissioner Anderson made a motion to recommend approval of the Historic Preservation Overlay District Map Amendment for 1215 19<sup>th</sup> Street, The 1834 Collard Homestead, in the City Limits of Huntsville. Second was by Commissioner Barry. The vote was unanimous.*

## ORDINANCE NO. 2016-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE HISTORIC PRESERVATION OVERLAY DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS TO INCLUDE 1834 COLLARD HOMESTEAD, LOCATED AT 1215 19<sup>TH</sup> STREET.**

**WHEREAS** the City Council of the City of Huntsville, Texas, has adopted an Official Historic Preservation Overlay District and attendant regulations for the City which, in accordance with the Comprehensive Plan, was designed to protect, enhance and perpetuate landmarks or districts of historical, architectural, and cultural importance and significance to promote the economic, cultural, educational, and general welfare of the public 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 Historic Preservation Overlay District Map; and

**WHEREAS** after notification of all property owners within the proposed Historic Preservation Overlay District, the Historic Preservation Commission held a public hearing on September 1, 2016 to hear testimony and documentary evidence regarding the historic, architectural or cultural importance of the property regarding the adoption of the amendment to the Official Historic Preservation Overlay District Map; and

**WHEREAS** the Historic Preservation Commission has studied and evaluated the request and voted to recommended approval of the proposed Historic Preservation Overlay District Map Amendment and reported the recommendation to the Planning Commission; and

**WHEREAS** after public notice, the Planning Commission held a public hearing on October 20, 2016 to consider comments of the public regarding the adoption of the amendment to the Official Historic Preservation Overlay District Map; 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 the Council of its conclusions and recommendations; and

**WHEREAS** after public notice, City Council held a public hearing on November 15, 2016 and December 6, 2016 to consider comments for the public regarding the adoption of amendments to the Official Historic Preservation Overlay District Map; and

**WHEREAS** the City Council has studied and evaluated the request, the report prepared by City staff and the recommendations by the Historic Preservation Commission and Planning Commission; and

**WHEREAS** the City Council finds the Official Historic Preservation Overlay District Map should be updated to reflect the amended area;

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

**SECTION 1:** The Official Historic Preservation Overlay District Map of the City of Huntsville, as provided in Section 12.500 of the City's Development Code, is amended and City Staff is direct to make such change.

**SECTION 2:** The newly amended Official Historic Preservation Overlay District Map is adopted and shall supersede the prior Official Historic Preservation Overlay District Map.

**SECTION 3:** 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 \_\_\_\_\_ 20\_\_.**

**THE CITY OF HUNTSVILLE**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney



## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 5b

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**Item/Subject:** Consider a Historic Preservation Overlay District Map Amendment for 1228 11th Street, The Gibbs Powell House County Museum, in the city limits of Huntsville and adopting Ordinance 2017-12 in support of same, second reading.

**Initiating Department/Presenter:** Community & Economic Development

**Presenter:** Aron Kulhavy, Director, Community & Economic Development Department

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**Recommended Motion:** Move to approve a Historic Preservation Overlay District Map Amendment for 1228 11th Street, The Gibbs Powell House County Museum, in the city limits of Huntsville as recommended by the Historic Preservation Commission and the Planning Commission and adopt Ordinance 2017-12 in support of same.

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**Strategic Initiative:** Goal #1 - City Appearance - Provide policies, amenities, and events that enhance the City's already beautiful and historic natural environment.

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**Discussion:** Staff received a request for Historic Overlay Designation for the property located at 1228 11<sup>th</sup> Street, commonly known as the Gibbs Powell House County Museum. This case and the other case for The Homestead, also on this same agenda are the first two requests for Historic Overlay Designation received by the City. As required under the ordinance, both of these requests were initiated solely upon request of the property owner.

As a quick refresher on the requirements placed on the property after designation, any exterior alterations to the property must receive a Certificate of Compliance from the Historic Preservation Commission before taking place. This historic designation has no bearing on the surrounding properties nor does it affect the use of the property.

A Public Hearing and Consideration of this Development District Map Amendment case was on the agenda for the October 20th Planning Commission Meeting. The Commissioners voted unanimously to recommend approval of the request for Historic Overlay Designation to the Gibbs-Powell House and Museum. Minutes from the Planning Commission showing the discussion at their meeting is attached at the end of this report.

The discussion form and other documents submitted to the Historic Preservation Commission and Planning Commission from staff are below and provide much greater detail of the request.

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**Previous Council Action:** The Council has not considered any requests for Historic Overlay Designation. The Historic Preservation Ordinance was adopted in November of 2013 as part of the Development Code.

**Financial Implications:**

**There is no financial impact associated with this item.**

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**Approvals:**     City Attorney             Director of Finance             City Manager

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**Associated Information:**

- Planning Commission Discussion form and packet (pages 3-11)
- Excerpt from October 20, 2016 Planning Commission minutes (page 12)
- Ordinance 2017-12 (pages 13-14)



## PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

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Prepared by: Aron Kulhavy, AICP, Community & Economic Development  
Director/City Planner  
Janet Ridley, Planner; Allison Martin, Planning Assistant

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**SUBJECT:** Gibbs-Powell House County Museum

**MEETING DATE:** October 20, 2016 **TYPE OF REVIEW:** Historic Preservation Overlay  
District Map Amendment

**APPLICANT & OWNER:** Walker County

**LOCATION:** 1228 11<sup>th</sup> St.

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### **FACTS, CODE REQUIREMENTS AND CONDITIONS**

The subject property is located at 1228 11<sup>th</sup> Street. It is Greek Revival style with a center-passage and was built in 1862. It is leased from the Powell family by Walker County and is open to the public as the County Museum. The house is a Recorded Texas Historic Landmark as well as the property is a State Archaeological Landmark.

According to the *Historic Resources Survey of Huntsville, Texas* prepared by Hardy, Heck and Moore in March 1993, rates 1228 11<sup>th</sup> Street as a high priority historic property based on description and statements of significance excerpt as follows:

**Description:** 1-story, single-family, domestic building; center-passage-plan house with Greek Revival stylistic features.

**Significance:** This house is Huntsville's singularly outstanding Greek Revival style dwelling. Features that make this house noteworthy are its location on its original lot with early site elements intact, the meticulously maintained and restored architectural elements, such as the columns, windows, entry, and moldings. Early rear additions contribute to the historic character of the building. Built in 1862 by pioneer Thomas Gibbs, this is one of the oldest extant buildings in the city. Brothers Thomas and Sandford Gibbs were among the earliest residents of Huntsville, and both were civic leaders; together they operated one of the town's first stores, T. & S. Gibbs, which evolved out of a store Thomas Gibbs helped found in 1841. Thomas Gibbs died in 1872. From 1897 until 1900 this house was occupied by Judge Ben Powell II, a prominent local attorney; the house was then occupied by other members of the Powell family through 1983. The house now serves as a museum.

According to Article 12 of the *Development Code*,

- 12.506.A An individual (landmark) property may be designated as an HP Overlay if it substantially complies with 2 or more of the following:
1. Possesses significance in history, architecture, archeology, or culture;
  2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
  3. Is associated with events that have made a significant impact in the past;
  4. Represents the work of a master designer, builder, or craftsman;
  5. Embodies the distinctive characteristics of a type, period, or method of construction; or
  6. Represents an established and familiar visual feature of the city.
- 12.506.C Properties that are listed as a Recorded Texas Historic Landmark (RTHL), State Archeological Landmark (SAL) or listed on the National Register of Historic Places (NR) may be considered for HP Overlay designation as recognized local historic landmarks.

**STAFF RECOMMENDATION:**

*Based upon the above facts and Historic Resources survey, the property at 1228 11<sup>th</sup> Street substantially complies with 4 of the HP Overlay Approval Criteria (1,2,5,6). This surpasses the required 2 criteria being met. For this reason and the fact that the property already holds two distinctions as a Recorded Texas Historic Landmark as well as a State Archeological Landmark, staff recommends approval of the property for Historic Overlay Designation.*

***On September 1, 2016 The Historic Preservation Commission considered and approved, by unanimous vote, this Property for HP Overlay District Map Amendment.***

**ATTACHMENTS:**

- Historic Preservation Overlay Application
- Google map and photo
- Article 12.506 Huntsville Development Code
- Huntsville Historic Resources Inventory, Appendix A, Page 14
- Huntsville Historic Resources Inventory, Appendix B – 15-16
- Vicinity Map



**VICINITY MAP**  
Historic Preservation Overlay District Map Amendment  
Planning Commission Public Hearing - October 20, 2016  
Gibbs - Powell Home - 1228 11th Street



# Historic Preservation Overlay Application

City of Huntsville | 1203 University Avenue, Huntsville, TX 77340 | 936-291-5920

**Property Owner Information** - If more than one property owner, check  and attach a separate page listing all owners

Name Silva Powell - House - County Museum  
1301 Sam Houston Ave Huntsville TX 77340  
Mailing Address City State Zip Code

Phone Number (936) 435-2497 Alternate Phone Number \_\_\_\_\_

E-mail: history@co.walker.tx.us  
James D. Tatta 4/27/16 + consent of  
Director - H-P - the governing board  
Date

### Proposed Location for Historic Overlay

Address or general location of the proposed site:

1228 - 118th & D

### Property Specifications

Commercial Present business: County Museum  
 Residential Proposed use: \_\_\_\_\_

Does this property hold any designations currently? Yes  No

If yes, please explain: Top archaeological landmark + Recorded Landmark

Are you interested in any additional designations? Yes  No  Unsure

### Additional Information

Please discuss how your property meets the historic designation criteria. You may attach additional sheets as necessary.

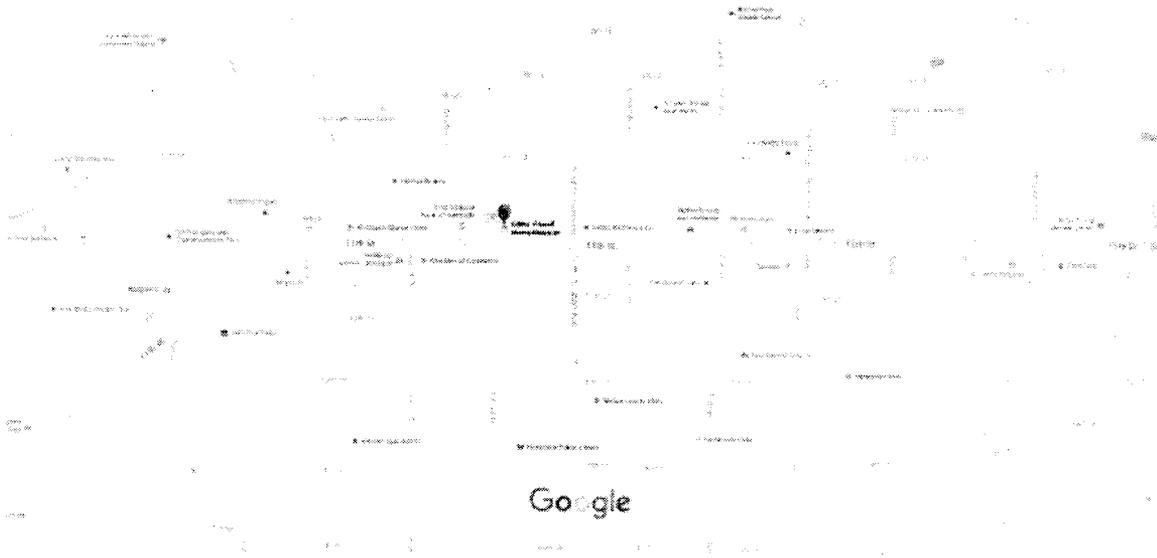
Recorded Texas Historic Landmark  
Top archaeological Landmark  
One of the few remaining  
Greek Period Houses left  
in this area - unchanged

#### For Staff Use Only

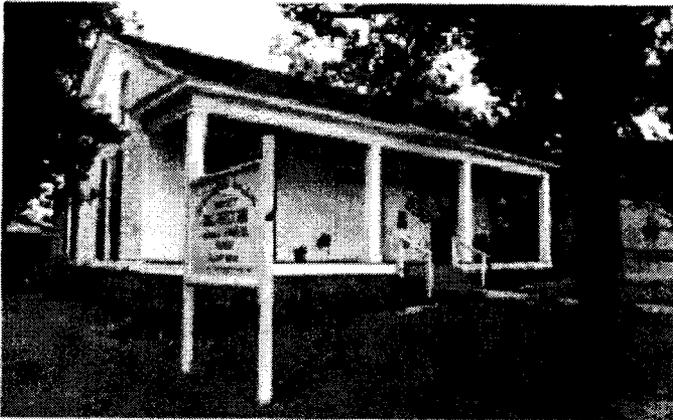
Received By	Date	HPC Date	City Council Date	Outcome
<u>Lindsay Lecker</u>	<u>4/20/16</u>	<u>6/2/16</u>		

Created: 12-2014

Google Maps Gibbs-Powell Home Museum



Map data ©2016 Google 200 ft



Gibbs-Powell Home Museum  
Museum

1228 11th St, Huntsville, TX 77340

Article 12: Development Review and Approval Procedures

12.600: Certificates of Appropriateness

following review and recommendation by the Planning Commission, the matter must be forwarded to the City Council for final decision.

- 12.505.B The Planning Commission must make its recommendation to the City Council within 45 days of the date that the Planning Commission's hearing is closed.
- 12.505.C The City Council must conduct its hearing within 45 days of receipt of the Planning Commission recommendation.
- 12.505.D Upon designation of an HP Overlay, the designated boundaries must be recorded in the official public records of real property of Walker County, the tax records of the City of Huntsville and the Walker County Appraisal District as well as the official development district map of the City of Huntsville.

12.506 HP Overlay Approval Criteria

12.506.A An individual (landmark) property may be designated as an HP Overlay if it substantially complies with 2 or more of the following:

1. Possesses significance in history, architecture, archeology, or culture;
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
3. Is associated with events that have made a significant impact in the past;
4. Represents the work of a master designer, builder, or craftsman;
5. Embodies the distinctive characteristics of a type, period, or method of construction; or
6. Represents an established and familiar visual feature of the City.

12.506.B Multiple properties may be designated as an HP Overlay district area if the area substantially complies with both of the following:

1. Contains properties and an environmental setting which meet 2 or more of the criteria for designation of an individual landmark property (see §12.506.A); and
2. Constitutes a distinct section of the City.

12.506.C Properties that are listed as a Recorded Texas Historic Landmark (RTHL), State Archeological Landmark (SAL) or listed on the National Register of Historic Places (NR) may be considered for HP Overlay designation as recognized local historic landmarks.

12.600 Certificates of Appropriateness

12.601 Applicability

12.601.A Within any HP Overlay district, a Certificate of Appropriateness must be obtained in accordance with this section before performing any construction, reconstruction, alteration, restoration, rehabilitation, or

Huntsville Development Code: Effective 08.31.2015

12-16

Priority	Address	Identification		Stylistic Influence	Date	Photographic References		Site Number
		Property Type	Subtype			Roll:Frame	Slides	
X	800 block Eleventh	Commercial	One-Part Commercial		c. 1940	11:6A		11
X	927 - 929 Eleventh	Commercial			c. 1940	14:15		16
K	1000 block Eleventh	Institutional	Governmental	Renaissance Revival	1931	38:35	41:25 - 28	4
X	1000 block Eleventh	Commercial			1955	37:36		13
X	1000 block Eleventh	Commercial	One-Part Commercial		1955	37:36		14
X	1000 block Eleventh	Commercial	One-Part Commercial		c. 1950	38:2		15
X	1018 - 307 Eleventh	Commercial	One-Part Commercial		c. 1920	38:36		10
X	1027 Eleventh	Institutional	Governmental		1929	37:35	39:2 - 3	3
X	1102 or 04 Eleventh	Commercial	Two-Part Commercial		1895	38:34		8
X	1108 Eleventh	Commercial	Two-Part Commercial		1890	38:33		7
X	1110 Eleventh	Commercial	Two-Part Commercial			38:32		6
X	1112 Eleventh	Commercial	Two-Part Commercial		c. 1925	38:31		5
X	1114 Eleventh	Commercial	Two-Part Commercial			38:30		4
X	1116 Eleventh	Commercial	Two-Part Commercial		c. 1915	38:29	41:29 - 30	2
X	1118 Eleventh	Commercial	Two-Part Commercial		c. 1890	38:28		2
X	1228 Eleventh	Domestic	Center-Passage	Greek Revival	c. 1862	1:12	41:31 - 36	6
X	1315 Eleventh	Domestic		Prairie/Colonial	c. 1925	1:1	45:25 - 27	4
X	1400 block Eleventh	Domestic	Center-Passage	Colonial Revival	c. 1945	1:3		1032
X	1411 Eleventh	Domestic	Four Square	Classical Revival	c. 1929	1:2	45:28 - 29	2
X	1414 Eleventh	Domestic		Colonial Revival	c. 1925	1:11	45:30 - 33	4
X	1428 Eleventh	Domestic		Queen Anne/Classical	1883 c. 1915	1:10	45:34 - 46:35	4
X	1500 block Eleventh	Commercial	Service Station		c. 1945	1:9		1027
X	1537 Eleventh	Domestic	Center-Passage	Colonial Revival	1923	1:4	46:3 - 5	2
X	1608 Eleventh	Commercial	Service Station	Moderne	c. 1945	1:7		1026
X	1612 Eleventh	Commercial	One-Part Commercial		c. 1945	1:8		1025
X	1705 Eleventh	Domestic	Bungalow		c. 1940	1:5		1030
X	2641 Eleventh	Domestic	Center-Passage	Greek Revival	c. 1872	1:6	46:16 - 9	5
X	815 Eleventh/703 Twelfth	Domestic	L-Plan	Queen Anne	1912	23:23	39:14 - 6	4
X	815 Eleventh/Wells Unit	Institutional			1960	23:22		17 A
X	815 Eleventh/Wells Unit	Commercial			c. 1966	23:30		17 AA
X	815 Eleventh/Wells Unit	Domestic				23:21		17 B
X	815 Eleventh/Wells Unit	Industrial			c. 1968	23:31		17 BB
X	815 Eleventh/Wells Unit	Domestic				23:20		17 C
X	815 Eleventh/Wells Unit	Industrial			c. 1960	23:32		17 CC

**Historic Name:** Old City Hall & Fire Department.

**Site No.** 12.

**Address:** 1027 Eleventh.

**Date:** 1929.

**Photo Reference:** Roll 37/Frame 35.

**Description:** 2-story, institutional building; governmental building.

**Significance:** This building is the only relatively intact example of historic municipal architecture. Along with its corbeled, stepped parapet, the building has a tile and bracketed pent roof between the two floors. The lower entrances have brick infill. The City of Huntsville had this building built as the City Hall in 1929. Sanborn maps confirm that in 1930 the building housed City Hall and the Fire Department.

**Historic Name:** Thomason-Smith Building.

**Site No.** 4.

**Address:** 1114 Eleventh.

**Date:** c. 1885.

**Photo Reference:** Roll 38/Frame 30.

**Description:** 2-story, commercial building; Two-Part commercial block.

**Significance:** Significant alterations have covered or replaced original building materials and details, although it still conveys its historic appearance. The outstanding features are the pedimented moldings over the second-story windows. 1885 Sanborn maps show a 2-story brick commercial building here, which this building could be under the changed exterior. It has continually served as a mercantile outlet for various businesses.

**Historic Name:** Commercial Building.

**Site No.** 3.

**Address:** 1116 Eleventh.

**Date:** c. 1915.

**Photo Reference:** Roll 38/Frame 29.

**Description:** 2-story, commercial building; Two-Part commercial block.

**Significance:** Serious alterations have diminished the integrity of this vernacular commercial building; however, it is one of only two historic commercial buildings on the north side of the square that retain some original detailing. A 3-story brick building (presumably this one) has been in place since the 1885 Sanborn map edition, serving as a mercantile outlet.

**Historic Name:** Gibbs-Powell House.

**Site No.** 1.

**Address:** 1228 Eleventh.

**Date:** c. 1862.

**Photo Reference:** Roll 1/Frame 12.

**Description:** 1-story, single-family, domestic building; center-passage-plan house with Greek Revival stylistic features.

**Significance:** This house is Huntsville's singularly outstanding Greek Revival style dwelling. Features that make this house noteworthy are its location on its original lot with early site elements intact, the meticulously maintained and

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HISTORIC RESOURCES SURVEY OF HUNTSVILLE, TEXAS

Appendix B - 15

restored architectural elements, such as the columns, windows, entry and moldings. Early rear additions contribute to the historic character of the building. Built in 1862 by pioneer Thomas Gibbs, this is one of the oldest extant buildings in the city. Brothers Thomas and Sandford Gibbs were among the earliest residents of Huntsville, and both were civic leaders; together they operated one of the town's first stores, T. & S. Gibbs, which evolved out of a store Thomas Gibbs helped found in 1841. Thomas Gibbs died in 1872. From 1897 until 1900 this house was occupied by Judge Ben Powell II, a prominent local attorney; the house was then occupied by other members of the Powell family through 1983. The house now serves as a museum.

**Historic Name:** Gee, James G., House.

**Site No.** 1034.

**Address:** 1315 Eleventh.

**Date:** c. 1925.

**Photo Reference:** Roll 1/Frame 1.

**Description:** 2-story, single-family, domestic building; Prairie/Colonial stylistic features.

**Significance:** This residence is a finely crafted, eclectic dwelling typical of 1920s High Style houses. The brick construction contrasts with the heavy timber wood details, such as the elliptical Georgian-like stoop with Prairie School supports. The second-story gable has Prairie School brackets. The garage/apartment at the rear of the property displays architectural features similar to those of the main house.

**Historic Name:** Smither, Gabe, House.

**Site No.** 1029.

**Address:** 1414 Eleventh.

**Date:** c. 1925.

**Photo Reference:** Roll 1/Frame 11.

**Description:** 2-story, single-family, domestic building; Colonial Revival stylistic features.

**Significance:** Architect Harry Payne designed this house; W.H. Randolph was the builder. The house is a substantial Georgian Revival-style dwelling that is representative of the 1920s High Style houses. The 1-bay classically inspired entry portico and the arcaded sun room on the east elevation are noteworthy architectural features. According to Walker County tax rolls, Gabe Smither purchased this property from E.R. Allen in 1924. That same year, the valuation of the property increased dramatically, from \$1,000 to \$6,500, suggesting the construction of this dwelling. Smither continued to pay taxes on the dwelling until his death in 1934. His wife then paid taxes at least through 1940. The Smithers were one of the oldest and most prominent families in Huntsville, and played major roles in the community throughout the early and mid-20th century; Major Robert Smither arrived in the early 1840s when the city was little more than a trading post.

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HISTORIC RESOURCES SURVEY OF HUNTSVILLE, TEXAS

Appendix B - 16

**MINUTES OF THE MEETING OF THE PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, AT CITY HALL, 1212 AVENUE M, HUNTSVILLE, TEXAS ON THE 20th DAY OF OCTOBER, 2016 AT 5:30 PM.**

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Members present: Cummings; Anderson; Johnston; Barry, Durda

Members absent: Woods

City staff present: Ridley; Martin

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4. **PUBLIC HEARING** to take testimony concerning the Historic Preservation Overlay District Map Amendment for 1228 11<sup>th</sup> Street, The Gibbs Powell House County Museum, in the City Limits of Huntsville.

*Chairman Johnston opened the Public Hearing. [5:32 PM]*

**Janet Ridley** gave an overview of the case noting the Historic Preservation Overlay District Map Amendments as laid out in the Development Code and per the Discussion Form. Historic Preservation Commission considered and unanimously approved the Historic Preservation Overlay District Map Amendment on September 1, 2016. Staff recommends approval based on compliance with the Historic Preservation Overlay Criteria of the Development Code.

The following citizens spoke in support of the Historic Preservation Overlay Designation.

- **George Russell**, representing the Historic Commission, gave a brief overview on the history of The Gibbs Powell House and the benefits of The National Register of Historic Places.

*Chairman Johnston closed the Public Hearing. [5:43 PM]*

5. **CONSIDER** the Historic Preservation Overlay District Map Amendment for 1228 11<sup>th</sup> Street, The Gibbs Powell House County Museum, in the City Limits of Huntsville.

*Commissioner Anderson made a motion to recommend approval of the Historic Preservation Overlay District Map Amendment for 1228 11<sup>th</sup> Street, The Gibbs Powell House County Museum, in the City Limits of Huntsville. Second was by Commissioner Durda. The vote was unanimous.*

## ORDINANCE NO. 2016-12

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE HISTORIC PRESERVATION OVERLAY DISTRICT MAP OF THE CITY OF HUNTSVILLE, TEXAS TO INCLUDE GIBBS-POWELL HOUSE, LOCATED AT 1228 11<sup>TH</sup> STREET.**

**WHEREAS** the City Council of the City of Huntsville, Texas, has adopted an Official Historic Preservation Overlay District and attendant regulations for the City which, in accordance with the Comprehensive Plan, was designed to protect, enhance and perpetuate landmarks or districts of historical, architectural, and cultural importance and significance to promote the economic, cultural, educational, and general welfare of the public 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 Historic Preservation Overlay District Map; and

**WHEREAS** after notification of all property owners within the proposed Historic Preservation Overlay District, the Historic Preservation Commission held a public hearing on September 1, 2016 to hear testimony and documentary evidence regarding the historic, architectural or cultural importance of the property regarding the adoption of the amendment to the Official Historic Preservation Overlay District Map; and

**WHEREAS** the Historic Preservation Commission has studied and evaluated the request and voted to recommended approval of the proposed Historic Preservation Overlay District Map Amendment and reported the recommendation to the Planning Commission; and

**WHEREAS** after public notice, the Planning Commission held a public hearing on October 20, 2016 to consider comments of the public regarding the adoption of the amendment to the Official Historic Preservation Overlay District Map; 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 the Council of its conclusions and recommendations; and

**WHEREAS** after public notice, City Council held a public hearing on November 15, 2016 and December 6, 2016 to consider comments for the public regarding the adoption of amendments to the Official Historic Preservation Overlay District Map; and

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

**WHEREAS** the City Council finds the Official Historic Preservation Overlay District Map should be updated to reflect the amended area;

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

**SECTION 1:** The Official Historic Preservation Overlay District Map of the City of Huntsville, as provided in Section 12.500 of the City's Development Code, is amended and City Staff is direct to make such change.

**SECTION 2:** The newly amended Official Historic Preservation Overlay District Map is adopted and shall supersede the prior Official Historic Preservation Overlay District Map.

**SECTION 3:** 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 \_\_\_\_\_ 20\_\_.**

**THE CITY OF HUNTSVILLE**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

\_\_\_\_\_  
Lee Woodward, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leonard Schneider, City Attorney



## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 5c

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**Item/Subject:** Consider authorizing the City Manager to award the construction contract for Miscellaneous Waterline Replacement Projects Nos. 16-10-13 thru 16-10-17, first reading.

**Initiating Department/Presenter:** Engineering

**Presenter:** Y.S. "Ram" Ramachandra, City Engineer

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**Recommended Motion: First Reading** – Move to authorize the City Manager to award the construction contract to 5-T Utilities, Inc. for the construction of Miscellaneous Waterline Replacement Projects Nos. 16-10-13 to 16-10-17, in the amount of \$696,551.35.

**Should the Council prefer to waive the second reading**, it would be appropriate to "Move to waive the second reading per the provisions of the City Council Rules of Procedure." If this is adopted with a 2/3 approval, then the main motion above can be moved.

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

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**Discussion:** The City has been replacing existing undersized and deteriorated waterlines in the Avenues and other older parts of the City each year, to the extent that funding is made available for this purpose. Several such aged, undersized, and deteriorated segments have been replaced in the last several years. Replacing and upsizing will help reduce waterline breaks and associated maintenance costs and improves water circulation and pressure in the water distribution system to serve domestic and fire protection needs.

As a continuation of upgrading the water infrastructure, the City Council has funded, in FY 2015-2016, to replace existing waterlines along the following segments:

- 1) 7<sup>th</sup> Street (Highway 75 North to Old Madisonville Road) - Project #16-10-13 – *replace approx. 1,000 linear feet of deteriorated existing 12" waterline.*
- 2) Mary Avenue (Long Point Road to Roosevelt Street) - Project # 16-10-14– *replace 1,860 linear feet of existing 2" & 6" waterline with 6" waterline.*
- 3) 13<sup>th</sup> Street (Avenue G to Sycamore Avenue) – Project #16-10-15 – *replace 1,200 linear feet of existing deteriorated existing 8" waterline.*
- 4) Avenue P (7<sup>th</sup> Street to 10<sup>th</sup> Street) – Project #16-10-16 – *replace 1,200 linear feet of existing 2" & 6" waterline with 6" waterline.*
- 5) Avenue P (19<sup>th</sup> Street to 22<sup>nd</sup> Street) – Project #16-10-17 – *replace 1,700 linear feet of existing 2" waterline with 6" waterline.*

Engineering firm Goodwin-Lasiter-Strong, of College Station, provided design and bid support services for the project.

Notice to Bidders was advertised on October 30, 2016, upon completion of the design. Notice to Bidders

was posted on the Huntsville Item and the City of Huntsville websites. Also, project drawings and contract documents were posted on the Electronic State Business Daily (ESBD) and Public Purchase websites. Moreover, the Purchasing Division proactively notified several local and regional construction contract firms through email, publicizing the bid notification. Hard copies of the bid documents were available for review at the Service Center and were sent to potential bidders on request.

A non-mandatory pre-bid meeting was held on November 8, 2016, to allow all responders access to the City staff for questions, comments, and clarifications on the scope of work. The bids were opened on November 16, 2016. Two (2) bidders submitted bids for this project. The certified bid tabulation is attached. The low bid was received from 5-T Utilities, Inc., of Huntsville. The low bid amount is \$696,551.35. The engineer's estimate for this project was in the \$800,000 to 850,000 range.

5-T Utilities, Inc. has previously worked on and has satisfactorily completed water and sanitary sewer infrastructure improvement projects for the City of Huntsville over the last several years. The construction contract period will be one-hundred twenty (120) calendar days from the date of Notice to Proceed (NTP).

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**Previous Council Action:** The City Council funded \$100,000.00 in FY 2015-2016 to achieve engineering design and \$975,000 in FY 2016-2017 to achieve construction of the project. The City Council awarded an engineering contract to Goodwin-Lasiter-Strong at the December 15, 2015 Council meeting, in the amount of \$75,800.

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**Financial Implications:**

**Item is budgeted:** 703-70309-62300 - Current balance is \$219,614.00  
703-70310-62300 - Current balance is \$220,000.00  
703-70311-62300 - Current balance is \$175,000.00  
703-70312-62300 - Current balance is \$120,000.00  
703-70313-62300 - Current balance is \$240,000.00

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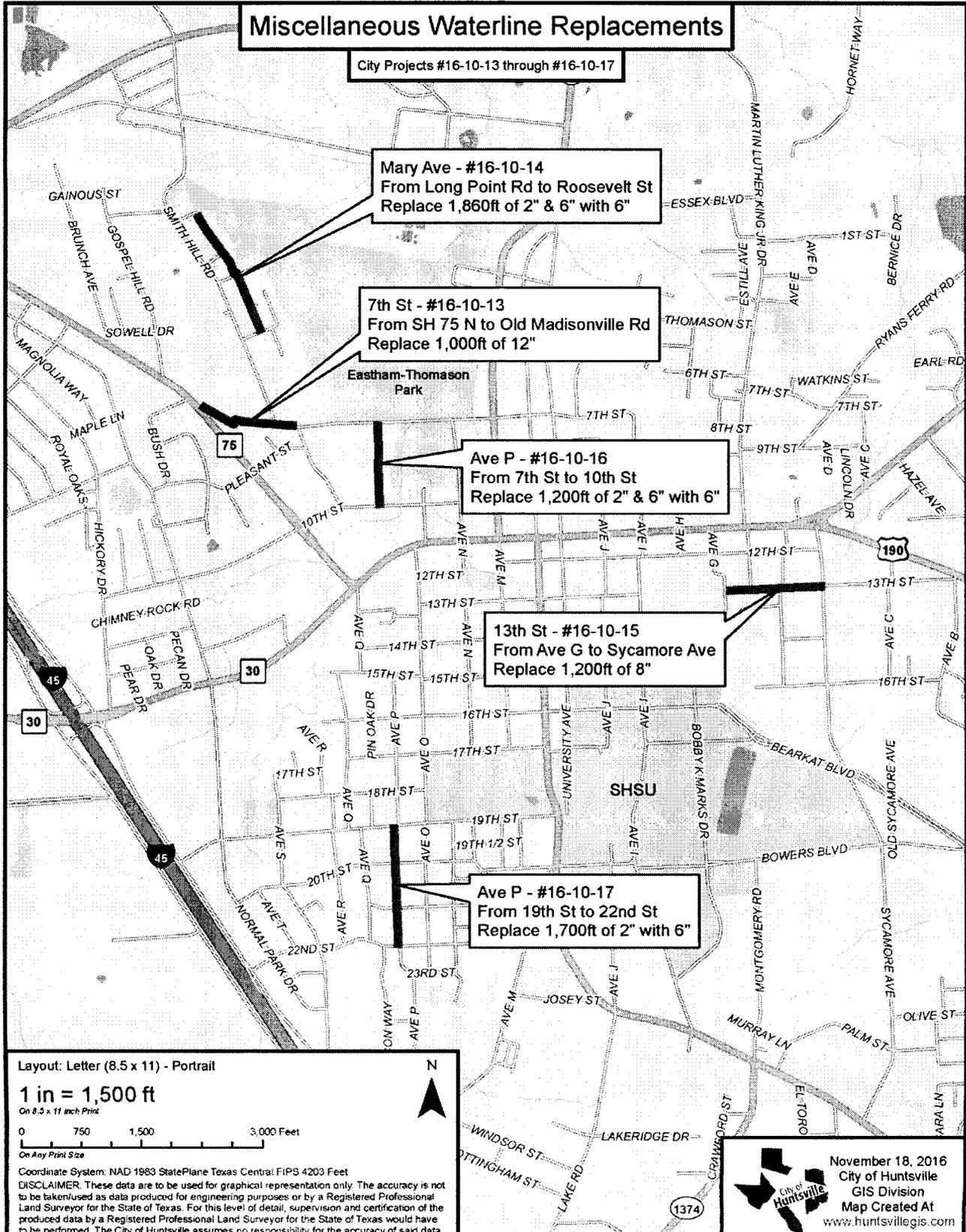
**Approvals:**     City Attorney             Director of Finance             City Manager

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**Associated Information:**

- Project location map (page 3)
- Bid tabulation materials (pages 4-10)

# PROJECT LOCATION





City of Huntsville  
 1212 Avenue M  
 Huntsville, TX 77340 – 4608

November 18, 2016

Attn: Y.S. "Ram" Ramachandra, PE, City Engineer

**RE: Miscellaneous Waterline Replacement Projects  
 Project Nos. 16-10-13, 16-10-14, 16-10-15, 16-10-16, 16-10-17**

Dear Ram:

Two bids were received and opened November 16, 2016 for the referenced project. We have tabulated the bids, noted and corrected minor math errors made by bidders. The final bid tabulation is attached for your reference.

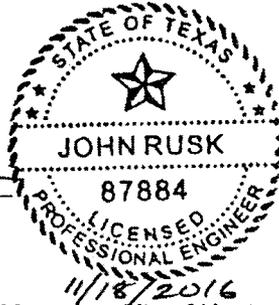
Based on the bids received, 5-T Utilities, Inc. of Huntsville, Texas submitted the lowest, qualified bid in the amount of **\$696,551.00**. This amount is below our Opinion of Probable Cost previously submitted. 5-T Utilities has previously worked for the City and successfully completed those projects.

Therefore, we recommend the referenced project be awarded to 5-T Utilities, Inc. in the amount of \$696,551.00.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

John Rusk, PE  
 Project Manager



cc: Dustin Riley, Project Manager, City of Huntsville

Enclosures



**Bid Tabulation**

**Bid Date: November 16, 2016 Bid Time: 2:00PM Central Time**

**Miscellaneous Waterline Replacement Project (includes Old Madisonville Road, Mary Avenue, 13th Street, Avenue P (North Area) from 7th-10th, and Avenue P (South Area) from 19th-22nd**

Item No.	Description	Qty	Unit	S-T Utilities		Doughtie Construction Co., Inc.		
				Unit Price	Total		Unit Price	Total
				BID PRICE				
<b>A. General Items</b>								
1	Mobilization, insurance, project overhead for all equipment, labor, work on project and project signs, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$ 80,000.00	\$80,000.00	\$35,000.00		
2	Traffic control including all signage, flagging, detours including all related items and appurtenances for project duration, COMPLETE IN PLACE	1	LS	\$ 7,500.00	\$7,500.00	\$38,500.00		
3	Trench safety plan prepared by Texas Licensed Professional Engineer for excavations 5' and greater in depth, including related equipment, items and appurtenances, COMPLETE IN PLACE	1	LS	\$ 7,000.00	\$7,000.00	\$2,000.00		
4	Site clean up including 4" of topsoil replacement, final grading of areas disturbed by construction, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$ 9,000.00	\$9,000.00	\$5,500.00		
5	Furnish and install block sodding, including watering and installation, COMPLETE IN PLACE	15000	SF	\$ 1.30	\$19,500.00	\$0.55		
6	Furnish and install sand bags for erosion control as directed by the city, COMPLETE IN PLACE	100	EA	\$ 10.00	\$1,000.00	\$1,000.00		
7	Furnish and install reinforced silt fence for erosion control as directed by the city, COMPLETE IN PLACE	3200	LF	\$ 4.50	\$14,400.00	\$7,200.00		
8	Clearing and Grubbing including offsite disposal of cleared material, COMPLETE IN PLACE	0.5	AC	\$ 10,000.00	\$5,000.00	\$3,750.00		
<b>TOTAL SECTION A - GENERAL ITEMS</b>					<b>\$143,400.00</b>	<b>\$101,200.00</b>		
<b>B. Water System Items</b>								
9	6" C-909 DR 18 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1249	LF	\$ 15.84	\$19,784.16	\$ 50.00		
						<b>\$62,450.00</b>		



**Bid Tabulation**

**Bid Date: November 16, 2016 Bid Time: 2:00PM Central Time**

**Miscellaneous Waterline Replacement Project (includes Old Madisonville Road, Mary Avenue, 13th Street, Avenue P (North Area) from 7th-10th, and Avenue P (South Area) from 19th-22nd**

**BID PRICE**

Item No.	Description	Qty	Unit	S-T Utilities		Doughtie Construction Co., Inc.		
				Unit Price	Total	Unit Price	Total	
10	8" C-909 DR 18 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	760	LF \$	18.67	\$14,189.20	\$	52.00	\$39,520.00
11	12" C-909 DR 18 PVC Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	575.5	LF \$	30.49	\$17,547.00	\$	59.00	\$33,954.50
12	8" C-909 DR 18 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	184	LF \$	24.37	\$4,484.08	\$	65.00	\$11,960.00
13	8" C-909 DR 18 PVC Waterline installed by uncased bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	61	LF \$	26.93	\$1,642.73	\$	85.00	\$5,185.00
14	6" C-900 DR 18 PVC Certa-Lok Waterline installed by directional bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	1728.5	LF \$	31.40	\$54,274.90	\$	60.00	\$103,710.00
15	8" C-900 DR 18 PVC Certa-Lok Waterline installed by directional bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	1348	LF \$	41.82	\$56,373.36	\$	69.00	\$93,012.00
16	12" C-900 DR 18 PVC Certa-Lok Waterline installed by directional bore including related fittings, items, and appurtenances, COMPLETE IN PLACE	534	LF \$	60.52	\$32,317.68	\$	85.00	\$45,390.00
17	6" C-900 DR 18 PVC Certa-Lok Waterline installed by open cut including related fittings, items, and appurtenances, COMPLETE IN PLACE	100	LF \$	64.12	\$6,412.00	\$	55.00	\$5,500.00
18	8" C-900 DR 18 PVC Certa-Lok Waterline installed by open cut including related fittings, items, and appurtenances, COMPLETE IN PLACE	63	LF \$	74.11	\$4,668.93	\$	65.00	\$4,095.00
19	12" C-900 DR 18 PVC Certa-Lok Waterline installed by open cut including related fittings, items, and appurtenances, COMPLETE IN PLACE	202.5	LF \$	96.83	\$19,608.08	\$	76.00	\$15,390.00
20	6" Ductile Iron Waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	78.5	LF \$	110.24	\$8,653.84	\$	85.00	\$6,672.50



**Bid Tabulation**

**Bid Date: November 16, 2016 Bid Time: 2:00PM Central Time**

**Miscellaneous Waterline Replacement Project (includes Old Madisonville Road, Mary Avenue, 13th Street, Avenue P (North Area) from 7th-10th, and Avenue P (South Area) from 19th-22nd**

Item No.	Description	Qty	Unit	S-T Utilities		Doughtie Construction Co., Inc.	
				Unit Price	Total	Unit Price	Total
				BID PRICE			
21	2" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$ 875.46	\$1,750.92	\$ 755.00	\$1,510.00
22	6" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	6	EA	\$ 1,271.10	\$7,626.60	\$ 1,045.00	\$6,270.00
23	8" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	6	EA	\$ 1,765.75	\$10,594.50	\$ 1,475.00	\$8,850.00
24	12" gate valve and box including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$ 2,984.62	\$5,929.24	\$ 2,765.00	\$5,530.00
25	6" X 6" Smith Blair 622 epoxy coated tapping sleeve and valve with stainless steel bolts, including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$ 2,750.00	\$5,500.00	\$ 1,850.00	\$3,700.00
26	8" X 6" Smith Blair 622 epoxy coated tapping sleeve and valve with stainless steel bolts, including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$ 2,750.00	\$5,500.00	\$ 1,975.00	\$3,950.00
27	12" X 12" Smith Blair 622 epoxy coated tapping sleeve and valve with stainless steel bolts, including related items and appurtenances, COMPLETE IN PLACE	3	EA	\$ 4,505.55	\$13,516.65	\$ 3,975.00	\$11,925.00
28	12" X 8" Smith Blair 622 epoxy coated tapping sleeve and valve with stainless steel bolts, including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$ 3,267.54	\$6,535.08	\$ 2,425.00	\$4,850.00
29	12" X 6" Smith Blair 622 epoxy coated tapping sleeve and valve with stainless steel bolts, including related items and appurtenances, COMPLETE IN PLACE	4	EA	\$ 2,760.37	\$11,041.48	\$ 1,875.00	\$7,500.00
30	20" Steel Casing (3/8" thickness) installed by bore, including spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	113	LF	\$ 142.21	\$16,069.73	\$ 255.00	\$28,815.00
31	16" Steel Casing (3/8" thickness) installed by bore, including spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	20	LF	\$ 118.77	\$2,375.40	\$ 225.00	\$4,500.00



**Bid Tabulation**

**Bid Date: November 16, 2016 Bid Time: 2:00PM Central Time**

**Miscellaneous Waterline Replacement Project (includes Old Madisonville Road, Mary Avenue, 13th Street, Avenue P (North Area) from 7th-10th, and Avenue P (South Area) from 19th-22nd**

Item No.	Description	Qty	Unit	5-T Utilities		Total		
				Unit Price	Unit Price			
				Doughtie Construction Co., Inc.				
32	14" Steel Casing (3/8" thickness) installed by bore, including spacers, backfill, related items and appurtenances, COMPLETE IN PLACE	40	LF	\$ 86.57	\$	\$3,462.80	\$ 205.00	\$8,200.00
33	Service reconnect of existing long single water service transfer including fittings, service line, corp stops including replacing meter and box supplied by the city, related items and appurtenances COMPLETE IN PLACE	28	EA	\$ 1,752.16	\$	\$49,060.48	\$ 1,250.00	\$35,000.00
34	Service reconnect of existing long single water service transfer with Double meters including fittings, service line, corp stops including replacing meter and box supplied by the city, related items and appurtenances COMPLETE IN PLACE	2	EA	\$ 2,262.97	\$	\$4,525.94	\$ 1,880.00	\$3,760.00
35	Service reconnect of existing short single water service transfer including fittings, service line, corp stops including replacing meter and box supplied by the city, related items and appurtenances COMPLETE IN PLACE	47	EA	\$ 780.36	\$	\$36,676.92	\$ 445.00	\$20,915.00
36	Interconnect proposed 6" waterline to existing 2" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$ 1,063.99	\$	\$1,063.99	\$ 1,250.00	\$1,250.00
37	Interconnect proposed 6" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	4	EA	\$ 1,179.39	\$	\$4,717.56	\$ 1,400.00	\$5,600.00
38	Interconnect proposed 8" waterline to existing 6" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	1	EA	\$ 1,483.65	\$	\$1,483.65	\$ 1,500.00	\$1,500.00
39	Interconnect proposed 8" waterline to existing 8" waterline including related fittings, items, and appurtenances, COMPLETE IN PLACE	3	EA	\$ 1,727.44	\$	\$5,182.32	\$ 1,800.00	\$5,400.00
40	Reconnect existing water meter in concrete drive including concrete repair as shown on plans including related items and appurtenances, COMPLETE IN PLACE	2	EA	\$ 2,500.00	\$	\$5,000.00	\$ 2,500.00	\$5,000.00
41	Remove and relocate existing water meter as shown on plans including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$ 2,750.00	\$	\$2,750.00	\$ 1,200.00	\$1,200.00
42	Standard fire hydrant assembly including valve, fittings, painting, related items, and appurtenances, COMPLETE IN PLACE	4	EA	\$ 4,826.79	\$	\$19,307.16	\$ 4,400.00	\$17,600.00



**Bid Tabulation**

**Bid Date: November 16, 2016 Bid Time: 2:00PM Central Time**

**Miscellaneous Waterline Replacement Project (includes Old Madisonville Road, Mary Avenue, 13th Street, Avenue P (North Area) from 7th-10th, and Avenue P (South Area) from 19th-22nd**

Item No.	Description	Qty	Unit	S-T Utilities		Doughite Construction Co., Inc.	
				Unit Price	Total	Unit Price	Total
43	Air release and vacuum valve with 1" line, including related items and appurtenances, COMPLETE IN PLACE	4	EA	\$ 3,536.72	\$14,146.88	\$ 2,500.00	\$10,000.00
44	Asphalt pavement repair including related items and appurtenances, COMPLETE IN PLACE	1250.1	LF	\$ 24.00	\$30,002.40	\$ 35.00	\$43,753.50
45	Concrete sidewalk repair including related items and appurtenances, COMPLETE IN PLACE	32.6	LF	\$ 19.50	\$635.70	\$ 25.00	\$815.00
46	Concrete pavement repair including related items and appurtenances, COMPLETE IN PLACE	8	LF	\$ 150.00	\$1,200.00	\$ 45.00	\$360.00
47	Concrete curb and gutter repair including related items and appurtenances, COMPLETE IN PLACE	44	EA	\$ 25.00	\$1,100.00	\$ 20.00	\$880.00
48	Remove and deliver existing fire hydrant to city, including related items and appurtenances, COMPLETE IN PLACE	4	EA	\$ 1,200.00	\$4,800.00	\$ 500.00	\$2,000.00
49	Disconnect and cap existing waterline, including related fittings, items, and appurtenances, COMPLETE IN PLACE	23	EA	\$ 980.00	\$22,540.00	\$ 775.00	\$17,825.00
50	Cap proposed line and install 2" Blow off flush valve including related items and appurtenances, COMPLETE IN PLACE	1	EA	\$ 950.00	\$950.00	\$ 950.00	\$950.00
51	Remove and repair retaining wall, including related items and appurtenances, COMPLETE IN PLACE	10	LF	\$ 500.00	\$5,000.00	\$ 150.00	\$1,500.00
52	Remove and re-install existing chain link fence to facilitate installation of water line, including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$ 3,900.00	\$3,900.00	\$ 2,500.00	\$2,500.00
53	Brick retaining wall repair (using existing bricks) including related items and appurtenances, COMPLETE IN PLACE	1	LS	\$ 5,000.00	\$5,000.00	\$ 1,500.00	\$1,500.00

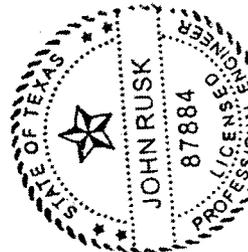


**Bid Tabulation**

**Bid Date: November 16, 2016 Bid Time: 2:00PM Central Time**

**Miscellaneous Waterline Replacement Project (includes Old Madisonville Road, Mary Avenue, 13th Street, Avenue P (North Area) from 7th-10th, and Avenue P (South Area) from 19th-22nd**

BID PRICE									
Item No.	Description	Qty	Unit	5-T Utilities		Doughtle Construction Co., Inc.			
				Unit Price	Total	Unit Price	Total	Unit Price	Total
54	Cement stabilized backfill for waterline construction full trench width as noted and detailed including related items and appurtenances, COMPLETE IN PLACE	21	CY	\$ 100.00	\$2,100.00	\$ 75.00	\$1,575.00		
55	Remove and re-set existing mail box to facilitate waterline installation, COMPLETE IN PLACE	10	EA	\$ 200.00	\$2,000.00	\$ 75.00	\$750.00		
56	Remove and re-set existing street sign to facilitate waterline installation, COMPLETE IN PLACE	1	EA	\$ 150.00	\$150.00	\$ 275.00	\$275.00		
<b>TOTAL SECTION B - WATER SYSTEM ITEMS ITEMS</b>						<b>\$553,151.35</b>		<b>\$704,347.50</b>	
<b>Total Base Bid</b>						<b>\$696,551.35</b>		<b>\$805,547.50</b>	



*John Rusk*  
11/17/2016



## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 5d

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**Item/Subject:** Consider authorizing the City Manager to approve a contract with TRU Services/American Fidelity for stop loss insurance coverage in the amount of \$273,597.

**Initiating Department/Presenter:** Human Resources

**Presenter:** Julie O'Connell, Human Resources Director

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**Recommended Motion:** Move to authorize the City Manager to approve a contract with TRU Services/American Fidelity for stop loss insurance coverage in the amount of \$273,597.

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

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**Discussion:** The City currently has a self-insured medical plan. This means that the City assumes the financial risk for providing health care benefits to our employees and retirees under the age of 65 (as opposed to an insurance carrier with a fully-insured plan). The City contributes \$850 per employee/retiree under the age of 65 per month into our employee benefits fund to pay for claims and to cover administrative expenses which are paid to a third-party administrator (TML) to process these claims and ensure that the plan is administered according to the City's policies. Due to the City carrying this risk, it is necessary for the City to carry a stop loss policy (sometimes called a reinsurance policy). These policies protect the City from catastrophic losses due to large claims. The City currently has an aggregate deductible of \$100,000 and a specific deductible of \$150,000. The aggregate must be met before the specific deductible is triggered. When an individual claim or combination of individual claims exceeds the specific deductible (\$150,000), the amount exceeding the specific will be applied to the aggregate (\$100,000). An illustration of the aggregate deductible is attached. This feature does allow the City to maintain a lower annual premium. The City's current contract with Gerber Life expires December 31, 2016.

The City's benefits consultant, Gallagher, released a Request for Proposal (RFP) in October, and six carriers responded. These carriers were: HM Life, Gerber Life, TRU Services/American Fidelity, Swiss Re, Partner Re, and QBE. Gallagher contacted these carriers to obtain firm quotes for various levels of coverage periods. Attached is the Best and Final Offer Stop Loss summary showing the two carriers with the best overall quotes for the City.

After review by the HR Staff and Gallagher, the recommendation is to award the contract to TRU Services/American Fidelity, with a 24/12 contract period, and to maintain the current specific deductible of \$150,000, with the aggregate deductible at \$100,000. A 24/12 contract period covers claims incurred during all of 2016 and 2017, and that are paid in 2017. By choosing this contract period, the City gains greater coverage and the best overall lowest fixed cost when maintaining our current deductible of \$150,000. Below is a comparison of the current and proposed coverage rates:

Current (2016):	Gerber Life	Annual Premium	\$256,705
Proposed (2017):	TRU Services/American Fidelity	Annual Premium	\$273,597

Total Annual Premium Increase:

\$16,892 for the 2017 Plan Year

To date for 2016, the current stop loss carrier has not reimbursed the City for any claims. Attached is a chart showing the stop loss history from 2014 – 2017. HR Staff will continue to monitor the health plan, provide education to our employees regarding being a smart consumer in regard to their health plan, and continue and enhance wellness initiatives.

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**Previous Council Action:** The City Council approved the contract with Gerber Life in December 2015 for stop loss coverage for the 2016 Plan Year.

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**Financial Implications:**

**Item is budgeted:** 302-1302-78984 **In the amount of \$541,955**, which includes other administrative fees related to the health plan: Stop Loss budgeted at \$370,391; TML administrative fees budgeted at \$126,564; and Gallagher Benefits Consultant budgeted at \$45,000.

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**Approvals:**     City Attorney             Director of Finance             City Manager

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**Associated Information:**

- Aggregate deductible example (page 3)
- Stop Loss quotes (page 4)
- Stop Loss history (page 5)

Stop Loss Aggregate Deductible Example

Specific Deductible:           \$150,000

Aggregate Deductible:       \$100,000

<b>Claimant</b>	<b>Claim(s) amount</b>	<b>Less specific deductible</b>	<b>Amount in excess of specific</b>	<b>Amount applied to aggregate</b>	<b>Reimbursement to City by stop loss carrier</b>
Claimant 1	\$180,000	\$150,000	\$30,000	\$30,000	0
Claimant 2	\$210,000	\$150,000	\$60,000	\$60,000	0
Claimant 3	\$170,000	\$150,000	\$20,000	\$20,000	\$10,000

**Total:   \$110,000           \$100,000           \$10,000**



Carrier/TPA	ISL Deductible	Contract Basis	Minimum Annual ASL Payment	Aggregating Specific Deductible	Total Fixed Costs Excl. Admin	Minimum Claims Funding	Total Combined Est. Max. Liability Excl. Admin & Aggregating Spec Ded	Lasers	Fixed Costs \$ Change Over Current	Fixed Costs % Change Over Current
<b>Current:</b>										
Garber Life/TML	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 255,705	\$ 2,633,342	\$ 2,890,048	Nb	N/A	N/A
<b>Proposed:</b>										
Garber Life/SA Benefit Svcs	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 316,678	\$ 3,029,854	\$ 3,346,531	Nb	\$ 59,972	23.36%
American Fidelity/SA Benefit Svcs	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 310,841	\$ 3,400,148	\$ 3,710,989	Nb	\$ 54,136	21.09%
Garber Life/SA Benefit Svcs	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 398,115	\$ 4,485,051	\$ 4,883,166	Nb	\$ 141,410	55.09%
American Fidelity/SA Benefit Svcs	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 364,923	\$ 4,264,858	\$ 4,629,781	Nb	\$ 108,218	42.16%
Garber Life/SA Benefit Svcs	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 290,952	\$ 3,158,222	\$ 3,449,174	Nb	\$ 34,247	13.34%
American Fidelity/SA Benefit Svcs	\$ 150,000	12/12	\$ 1,000,000	\$ 100,000	\$ 273,597	\$ 3,519,796	\$ 3,793,393	Nb	\$ 16,892	6.58%
Garber Life/SA Benefit Svcs	\$ 150,000	24/12 with terminals	\$ 1,000,000	\$ 100,000	\$ 332,975	\$ 3,158,222	\$ 3,491,197	Nb	\$ 76,270	29.71%
American Fidelity/SA Benefit Svcs	\$ 150,000	24/12 with terminals	\$ 1,000,000	\$ 100,000	\$ 327,138	\$ 3,588,827	\$ 3,846,934	Nb	\$ 70,433	27.44%
Garber Life/SA Benefit Svcs	\$ 175,000	12/12	\$ 1,000,000	\$ 100,000	\$ 255,247	\$ 3,078,421	\$ 3,333,668	Nb	\$ (1,458)	-0.57%
American Fidelity/SA Benefit Svcs	\$ 175,000	12/12	\$ 1,000,000	\$ 100,000	\$ 273,834	\$ 3,158,222	\$ 3,432,056	Nb	\$ 17,129	6.67%
Garber Life/SA Benefit Svcs	\$ 175,000	12/12	\$ 1,000,000	\$ 100,000	\$ 422,010	\$ 4,675,118	\$ 5,097,128	Nb	\$ 165,305	64.39%
American Fidelity/SA Benefit Svcs	\$ 175,000	12/12	\$ 1,000,000	\$ 100,000	\$ 344,425	\$ 4,335,945	\$ 4,680,370	Nb	\$ 87,719	34.17%
Garber Life/SA Benefit Svcs	\$ 175,000	24/12	\$ 1,000,000	\$ 100,000	\$ 234,673	\$ 3,208,864	\$ 3,443,537	Nb	\$ (22,032)	-8.58%
American Fidelity/SA Benefit Svcs	\$ 175,000	24/12	\$ 1,000,000	\$ 100,000	\$ 241,094	\$ 3,588,827	\$ 3,829,922	Nb	\$ (15,611)	-6.08%
Garber Life/SA Benefit Svcs	\$ 175,000	24/12 with terminals	\$ 1,000,000	\$ 100,000	\$ 269,276	\$ 3,029,854	\$ 3,299,130	Nb	\$ 12,571	4.90%
American Fidelity/SA Benefit Svcs	\$ 175,000	24/12 with terminals	\$ 1,000,000	\$ 100,000	\$ 288,491	\$ 3,588,827	\$ 3,877,318	Nb	\$ 31,786	12.38%

## STOP LOSS HISTORY 2014-2017

<b>Plan Year</b>	<b>Prior FY Total Claims</b>	<b>Stop Loss Premium</b>	<b>Coverage Level (Specific/Aggregate)</b>	<b>Stop Loss Paid to City of Huntsville</b>
2014	\$2,294,050	\$265,063	\$125,000/\$100,000	\$118,126
2015	\$2,101,484	\$407,337	\$150,000/\$100,000	\$222,988
2016	\$1,917,638	\$256,705	\$150,000/\$100,000	None to date
2017 (proposed)	\$2,698,583	\$273,597	\$150,000/\$100,000	N/A



**CITY COUNCIL AGENDA**

12/6/2016

Agenda Item: 5e

**Item/Subject:** Consider adoption of Ordinance 2017-05 to amend the budget for FY 16-17 and approval of an Engineering Agreement to create approximately 185 additional paid parking spaces north of Sam Houston State University and illustration and specifications for parking restrictions in the neighborhood west of Sam Houston State University

**Initiating Department/Presenter:** Finance

**Presenter:** Steve Ritter – Finance Director & Ram Ramachandra, City Engineer

**Recommended Motion:** Move to adopt Ordinance 2017-05 to amend the budget for FY 16-17 and approval of an Engineering Agreement with Walter P. Moore Engineering in the amount of \$31,300, to create approximately 185 additional paid parking spaces north of Sam Houston State University and illustration and specifications for parking restrictions in the neighborhood west of Sam Houston State University.

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

**Discussion:** As discussed in the attachment, Exhibit A, to the Ordinance, various budget amendments are presented for City Council consideration. Two budget amendments included in Exhibit A relate to:

- a) Moving some budget from the Street Maintenance account to a Purchased Services and Contracts account to be able to pay for engineering design and for construction to expand paid parking (creating paid parking spaces on the north side of the campus) and to “yellow paint” curbs in certain areas west of campus (west of Sam Houston Ave.) so that parking on streets in these areas allows for safe entry and exit of the driveways for residents and visitors and “yellow paint” curbs at all approaches of intersections to increase safety in the areas west of Sam Houston Ave. Expansion of paid parking was discussed at Finance Committee meetings in October and November and the Finance Committee unanimously approved bringing this to the full Council for consideration. Consideration of an Ordinance approving expanded paid parking (which streets, establishing additional one-way streets, etc.) will be brought to Council at a future date after the engineering design is completed. The budget amendment here only puts in place monies to pay for design engineering (estimated at \$30,000 to \$35,000) and have in place monies for “construction” (signage, striping, etc.); assuming the full Council ultimately approves expanding paid parking.
- b) Decreasing budgets for Paid Parking Revenue and for Street Maintenance expense due to year to date data indicating actual usage and resulting revenue from paid parking is only approximately one third of budget.

**Previous Council Action:** No previous Council action

**Financial Implications:**

See the attached Ordinance and related Budget Amendments (Exhibit A)

**Approvals:**     City Attorney             Director of Finance             City Manager

**Associated Information:**

- November 11, 2016 Friday Memo excerpt on this topic (pages 3-5)
- Ordinance 2017-05, page 6
- Exhibit A (list of budget amendments), page 7
- Engineering Design proposal by Walter P. Moore, pages 8-15
- Engineering agreement format, pages 16-23
- Location maps, pages 24-25

**Paid Parking, Phase 2** – Over the last few months, City staff has been presenting some information and has received feedback from the Council Finance Committee about our less-than-stellar revenue from paid parking at SHSU. As I've noted in previous memos, we're on pace to collect 1/3<sup>rd</sup> of the revenue budgeted for the current fiscal year. What was intended to be a more narrowed conversation about fees and adjusting expenditures has blossomed into something considerably more. The Finance Committee has concluded their review of this issue, and City staff intends to move forward. For those not on the Finance Committee, what's coming next may seem a little "out of the blue" or without context. So, here is the summary of how we got where we are:

It is believed that our paid parking spaces along Bobby K. Marks and 16<sup>th</sup> Street (Bearkat Boulevard) are not being utilized for two reasons. The first is that there is free on-street parking in the immediate blocks to the north of SHSU as well as along Avenue I, Avenue J, and 15<sup>th</sup> Street, and 2-hour spaces on University Avenue. The availability of free on-street parking adjacent to our paid spaces greatly limits their attractiveness. As a result, the Finance Committee recommends converting the existing spaces on University Avenue to paid parking, and creating paid parking spaces along Avenue I, Avenue J and 15<sup>th</sup> Street.

I am estimating it will cost approximately \$80,000 to \$100,000 to design and pay for the associated striping and signage to create what is estimated to be another 200 spaces (+/-). Of course, the full Council will be presented with budget amendments and agreements for approval. Also, it will be necessary for the Council to consider Ordinances changing Avenue I, Avenue J, and 15<sup>th</sup> Street to one-way streets to accommodate the diagonal spaces created. At this point, I'm estimating installation of the new spaces will commence in late March and into April (I had hoped to get this completed during the winter break when students are not on campus, but that doesn't seem reasonable given commencement is only four weeks away and no design or meaningful work will occur during the week of Thanksgiving).

In addition, the Council Finance Committee is recommending reducing the hourly rate from \$1.25/hr. to \$1/hr. and adding a \$5 maximum daily charge. This change in the hourly rate would apply to the existing spaces on Bobby K. Marks and 16<sup>th</sup> Street, as well as to the newly created spaces.

The second contributing factor to low utilization rates for our paid parking spaces is that SHSU traffic appears to be using the on-street parking west of campus in the Avenues in an area bounded by Sam Houston Avenue, 20<sup>th</sup> Street, Avenue O, and 16<sup>th</sup> Street. Some Councilmembers and the Police Department have received complaints and observed some very congested streets in this area. It is believed that the increased parking fees charged by SHSU as well as the lack of spaces on campus has pushed overflow parking from SHSU into this area. As a result, residents are not able to get in and out of driveways, garbage collection is impaired, and public safety response might be limited as well. The pictures below illustrate the common condition during the weekdays in the area.



To address these issues, the Council Finance Committee considered and recommends an Ordinance, specifically for this area that will:

1. Create No-Parking zones on either side of a driveway to ensure people can safely pull in and out of the driveways and mail boxes are not blocked.
2. At intersections, install No-Parking zones to ensure line-of-site in every direction.
3. Ensure that fire hydrants have No-Parking zones in accordance with state law.

First and foremost, these restrictions are appropriate safety measures for any neighborhood with congested on-street parking. As a related benefit, City staff is estimating at least half of the existing parking spaces in the neighborhood will not be available. It is going to be much harder to find on-street parking spaces in the Avenues if you don't live there. And, if you do live there, it's going to be much easier to come and go. Assuming the Council wishes to move forward and appropriates the money, the same contractor who will paint the new paid parking spaces will be used to stripe the curbs accordingly. As is the case with the creation of the paid parking spaces, the Council will need to consider an

Ordinance(s) to enact these restrictions as well.

Assuming the same utilization rate for the balance of the fiscal year, and including a doubling in the amount of spaces beginning in April, City staff is still estimating a revenue deficit of about \$150,000. To address that, I will be recommending a reduction of \$150,000 in the street overlay budget for the current fiscal year. At such time that we recommend award of bid for street overlays, staff will list those streets reduced from the original plan for the current year.

At this point, I think most of the Council action associated with Phase 2 of our paid parking initiative will occur in the months of December, January, and February. If you have questions in the meantime, please let me know.

**ORDINANCE NO. 2017-05**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2016-2017 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2016-40 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2016-2017 Annual Budget and CIP Budgets were adopted by Ordinance 2016-40 on September 20, 2016;

**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 2016 – 2017 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 2016 – 2017 is hereby amended to include the expenditures and revenues 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 2016 – 2017, 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 6<sup>th</sup> day of December 2016.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

## Budget Amendments FY 16-17 December 6, 2016

**Exhibit  
A**

	Increase: Street Division - Purchased Services/Contracts	\$	150,000
	Decrease: Street Maintenance Infrastructure Project (101-323-53051)	\$	150,000
Explanation:	<p>The Finance Committee has requested City staff expand one-way streets and paid parking on additional streets to the north of the University campus. Also, the Committee has requested curb yellow painting be done in certain areas to the west of campus (west of Sam Houston Avenue) to restrict parking close to driveways so that parking on the streets in these areas allows for safe entry and exit of the driveways for residents and visitors. The curb yellow painting would also be done at all approaches of the intersections to increase safety in the areas west of Sam Houston Avenue.</p>		

	Decrease: Paid Parking Revenue	\$	143,000
	Decrease: Street Maintenance Infrastructure Project (101-323-53051)	\$	143,000
Explanation:	<p>Paid Parking revenue for FY 16-17 was budgeted at \$293,000. Year to date actual revenues from paid parking at existing spaces indicate a more realistic revenue projection to be around \$107,000. With added paid parking spaces (see previous Budget Amendment) it is estimated that paid parking revenues for FY 16-17 will be around \$150,000. Some of the additional budget for FY 16-17 for street maintenance was based on paid parking revenue. In that it appears that actual paid parking revenue for the fiscal year will end up around \$150,000, the budget for street maintenance should be reduced accordingly.</p>		

# WALTER P MOORE

November 18, 2016

Mr. Ram Ramachandra  
**City of Huntsville**  
448 Highway 75  
Huntsville, TX 77340

Re: **Proposal for Professional Services**  
**Additional 1-Way and Paid Parking and Parking Restrictions in the Avenues – City of Huntsville**  
**Project Number 17-11-08**  
**Walter P Moore Proposal No. 16-2624**

Dear Mr. Ramachandra:

Walter P Moore is pleased to submit this proposal to provide traffic engineering services for the referenced project. We believe that our experience on previous City of Huntsville projects will allow us to provide the construction drawings and documents needed to limit parking, change to one-way operation, and revise parking configurations on these streets.

This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. This proposal is based on the same City of Huntsville terms and conditions as used on our most recent project for the City. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

#### **Basis of Proposal**

This proposal is based on the two pdf files recently provided to us and our recent email exchanges about this project.

#### **Agreement**

If this proposal is acceptable, please provide the City of Huntsville Terms and Conditions for our signature. This proposal is valid for 60 days.

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

**WALTER P. MOORE AND ASSOCIATES, INC.**



Randolph V. Schulze, P.E., PTOE, PTP  
Principal

Attachments:  
Agreement for Services

1301 MCKINNEY, SUITE 1100  
HOUSTON, TEXAS 77010  
PHONE 713.630.7300 FAX 713.630.7396

[WWW.WALTERPMOORE.COM](http://WWW.WALTERPMOORE.COM)

# WALTER P MOORE

## PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES - Terms Attached

**Project:** Additional 1-Way & Paid Parking and Parking Restrictions in the Avenues  
Project No. 17-11-08  
**Client:** The City of Huntsville  
**Client Contact:** Ram Ramachandra  
**Proposal Date:** November 18, 2016  
**Proposal Number:** 16-2624

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to Client for the Project as defined below and in accordance with the attachments listed below:

**Project Description:** The project consists of providing engineering documents for:

- Additional 1-way movement and paid parking as shown on the PDF map titled "Proposed Parking Changes North of SHSU."
- Parking restrictions at intersection approaches and adjacent to driveways as shown on the PDF map titled "16th to 22nd & Ave O to Sam Houston Ave.pdf"

This will require preparation of signing and pavement marking plans and related construction documents for the work in the two areas. Appropriate pavement markings and signing will be needed at all intersecting streets and driveways on the proposed one-way street segments.

**Project Parameters:** Walter P Moore's fee for Basic Services is based upon the information about the Project described in this Agreement for Professional Services. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

**Scope of Services:** Walter P Moore's scope of Basic Services for This Part of the Project includes, based upon the Project Parameters, the services described in the attached Schedule ST4: Scope of Basic Traffic Engineering Services. A non-exclusive list of services not included within Basic Services is attached as Schedule ST17: Excluded Services, attached.

**Compensation:** Walter P Moore shall provide Basic Services for This Part of the Project on a time and expense basis, calculated and payable in accordance with the terms in Schedule T2 "Terms of Agreement," attached. Our fee for Basic Services is **\$31,300**. This fee consists of \$26,500 for services through award of contract, and \$4,800 for construction phase services. Walter P Moore's fee for Basic Services does not include sales tax, fees for any Additional Services or Reimbursable Expenses.

### Additional Supplemental Services

Any additional supplemental services requested by Client or services (identified in Schedule ST17 Excluded Services) provided not described as Basic Services or required supplemental services above shall be provided without invalidating this Agreement as Additional Services. Any Additional Supplemental Services shall be compensated in addition to compensation for Basic Services and required Supplemental Services stated above on either an agreed lump sum basis or on an hourly basis according to Schedule RC1 "Billing Rate Schedule," attached. Any Additional Services for services provided by any consultant retained by Walter P Moore shall be compensated at a multiple of 1.10 times the amount for such services billed to Walter P Moore. The Billing Rate Schedule shall be revised annually and shall replace the Hourly Invoicing Rates Schedule described above without invalidating this Agreement.

#### **Reimbursable Expenses**

Miscellaneous, project-related, out-of-pocket expenses incurred by Walter P Moore in providing its services shall be reimbursed in addition to any fees as described in Schedule T2 "Terms of Agreement." A reimbursable budget of \$1,000 is recommended for this project.

#### **Client's Responsibilities**

Client shall provide overall management and coordination for the design of the Project. Walter P Moore agrees to participate in the coordination effort, to be led by Client, in order that This Portion of the Project is coordinated with the designs and deliverables of the other members of the Project design team.

The Client shall provide to Walter P Moore in a timely manner full information of which the Client is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.

#### **Project Schedule**

The City desires to

1. Finalize engineering proposal and award engineering contract by Tuesday, December 6, 2016
2. Have the drawings and related construction documents ready by Friday, January 20, 2017
3. Let project for bidding on Sunday, January 22, 2015
4. Open Bids by Friday, February 10, 2017.
5. City Council award of construction contract on Tuesday, February 21, 2017.
6. Issue Notice to Proceed by Tuesday, March 21, 2017.

Walter P Moore shall endeavor to achieve this schedule. Walter P Moore's fee for Basic Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions. We are prepared to begin work immediately after receipt of an executed copy of this agreement.

In order for Walter P Moore to proceed with its services toward accomplishment of the Project Schedule, the following information from Client shall be timely provided to Walter P Moore:

1. The attached copy of this Agreement, duly executed.
2. Any revisions to the proposed locations of on-street parking in the study area
3. Survey files of the study area AutoCAD Civil 3D format. Survey to include pavement, pavement edge, curbs, sidewalks, existing signs, sign type, pavement marking locations, and pavement marking colors. Survey will cover the project area and will extend 50 feet on all cross streets.
4. If Item 3 above is not available, Client will provide access to relevant GIS data, unless such data is already publicly available.

Client agrees to furnish Walter P Moore, in a timely manner, full information regarding any special conditions or criteria for the Project or special services needed, and to make available to Walter P Moore all pertinent, existing data concerning the Project and Project site of which Client is aware. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided by Client.

**Limitation of Liability**

To the maximum extent permitted by law, Client agrees to limit Consultant's liability for claims arising from the Agreement to the Sum of \$50,000 or Walter P Moore's paid fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**Payment:** Walter P Moore shall be paid based upon the following basis and as defined in the attached Terms of Agreement.

1. **Time and Expense Fee** - The periodic fee payable shall be the cumulative sum of the mathematical products of the actual hours worked by individuals assigned to and providing services on the Project multiplied by the category billing rate for each respective individual as indicated in the Hourly Billing Rate Schedule attached to this Agreement for Professional Services.

**Attachments:**

The following attachments are incorporated by reference as if set forth at length. In the event of a direct conflict between this Agreement and the content of any of the Attachments, this Agreement shall govern.

Schedule T2: Terms of Agreement

Schedule RC1: Billing Rate Schedule – Infrastructures - 2015

Schedule ST4: Scope of Basic Traffic Engineering Services

Schedule ST17: Excluded Services

Executed on this 17th day of November, 2016 by:

<b>Client:</b> The City of Huntsville	<b>Walter P. Moore and Associates, Inc.:</b> Randolph V. Schulze, P.E., PTOE, PTP
	

# WALTER P MOORE

## Schedule ST4

### SCOPE OF TRAFFIC ENGINEERING SERVICES Traffic Design

- I. **Construction Documents – Additional 1-Way and Paid Parking and Parking Restrictions in the Avenues – City of Huntsville Project number 17-11-08**
  - A. The project consists of
    1. Parking restrictions on approximately 17 streets in the area west of Sam Houston State University (SHSU) (West area)
    2. Signing and pavement markings revisions for on-street parking and conversion of segments of University Avenue, Avenue J, Avenue I, Bobby K Marks Drive, and 15<sup>th</sup> street to one-way operation. (North area)
    3. Limited construction phase services
  - B. In the west area, Walter P Moore will utilize existing City of Huntsville GIS data and mapping, verified by field reviews, as base drawings. In the north area, Walter P Moore will utilize a field inventory of existing conditions on the project streets including roadway cross-sections, roadway and intersection pavement markings, intersection traffic control, intersection lane use, adjacent land use, pedestrian facilities, signs, and unusual roadway features. This inventory will be in the form of a survey provided to Walter P Moore by the Client.
  - C. Walter P Moore will prepare drawings showing proposed signing, removals of existing signs, lane configurations, curb markings, intersection configurations, and parking configurations on the streets within the project area. The drawings for the west area will be at a scale and arrangement sufficient for estimating, bidding, and construction of the project. Drawings for the north area will be prepared on 24" x 36" paper sheets at a scale of 1" = 40'. The following work is covered:
    1. Paint curbs yellow for approximately 13,680 feet of curb.
    2. Paint parallel parking spaces along approximately 1,536 feet of curb (approximately 37 parallel parking spaces)
    3. Paint angle parking spaces along approximately 1,800 feet of curb (approximately 104 new angle parking spaces)
    4. Repaint approximately 1600 feet of existing angle parking (repaint approximately 88 existing parking spaces on University Avenue.)
    5. Revise signing and pavement markings at six existing intersections to accommodate conversion to one-way operation.
    6. Provide one-way signing at important driveways in the area north of SHSU on streets converted to one way.
    7. Provide sign foundations and posts at one per four spaces for approximately 37 parallel parking spaces and for approximately 192 angle parking spaces. (Sign panels related to payment for parking to be furnished and installed by others and are not part of the design scope or construction scope.)
  - D. Walter P Moore will prepare a traffic control plan based on the type of work required on a representative segment of one of the streets.

- E. Using the estimated quantities, specifications, and unit bids for similar work in the southeast Texas area, Walter P Moore will prepare an opinion of probable cost for the work.
- F. Walter P Moore will assemble standard specifications and details for the work. These will be based on similar specifications and details in common use by large agencies in the area, such as TxDOT or the City of Houston.
- G. Walter P Moore will prepare a bid form on a blank provided by the Client for use in estimating and bidding the project.
- H. Walter P Moore will assist the Client in an analysis of the bids received, and will render an opinion as to whether the bids are appropriate for the required work.
- I. Walter P Moore will respond to requests for information during the bidding and construction phases.
- J. Walter P Moore will attend up to one field meeting during the design process; up to one meeting with the reviewing agency as necessary to review the drawings and documents; and up to one pre-bid meeting.
- K. Walter P Moore will summarize the discussion held at the pre-bid meeting in writing.
- L. If needed, Walter P Moore will issue an addendum to the bid documents based on instructions from the City.
- M. Walter P Moore will review catalog sheets, shop drawings, and related submittals from the Contractor prior to and during construction.
- N. Walter P Moore will participate in the following meetings during the construction process:
  - 1. up to one pre-construction meeting
  - 2. up to two field meetings during construction
  - 3. up to one final walk-through meeting.
- O. Walter P Moore will issue revised drawings to document any changes resulting from the final walk-through.

# WALTER P MOORE

## Schedule ST17

### EXCLUSIONS TO BASIC TRAFFIC ENGINEERING SERVICES

These services are excluded because either the scope is still undefined, the work is not anticipated to be required, or the work is to be provided by others or another group within Walter P Moore from whom you have received a separate proposal. If it becomes necessary for Walter P Moore to provide any of these or other services beyond the scope of our Basic Services and said services are authorized by the Client, they will be performed for an additional fee on a time and expense basis in accordance with the attached Schedule T2 or upon a fee basis established at such time as the scope of work is defined.

Specifically excluded services include:

- A. Traffic data collection and analysis, not specifically identified in scope
- B. Access Management Application and Variances
- C. Estimates or assessments of traffic volumes that will be diverted to other streets as a consequence of converting two-way streets to one-way operation.
- D. Estimates or assessments of changes in travel time and distance that may be a consequence of conversion to one-way operation.
- E. Inventory of existing on-street parking spaces
- F. Investigation of any other options for parking locations
- G. Design of or revisions to any concrete islands, curbs, drainage systems, or any other civil work.
- H. ADA requirements for added parking spaces
- I. Attendance at City Planning Commission or City Council meetings
- J. Offsite traffic signage
- K. Offsite turn lane warrant study
- L. Traffic signal warrant study, design or modification
- M. Conditions of contract, general conditions, and related contractual documents
- N. Street and site lighting
- O. Loading dock maneuvering access studies
- P. Utility Design or Relocation
- Q. Platting and Permitting
- R. As-built drawings

# WALTER P MOORE

## Schedule RC1

### BILLING RATE SCHEDULE

Infrastructure Services  
2016 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$ 280.00
Principal.....	\$ 240.00
Chief Hydrologist .....	\$ 220.00
Managing Director .....	\$ 190.00
Team Director.....	\$ 185.00
Senior Project Manager .....	\$ 180.00
Project Manager .....	\$ 170.00
Senior Engineer .....	\$ 160.00
Engineer .....	\$ 130.00
Graduate Engineer.....	\$ 110.00
Senior Transportation Planner.....	\$ 175.00
Transportation Planner.....	\$ 140.00
Graduate Transportation Planner .....	\$ 110.00
Senior GIS Specialist .....	\$ 160.00
GIS Specialist .....	\$ 120.00
Senior Hydrologist .....	\$ 160.00
Hydrologist .....	\$ 120.00
Senior Designer .....	\$ 160.00
Designer .....	\$ 115.00
CAD Manager.....	\$ 110.00
Senior CAD Technician.....	\$ 110.00
CAD Technician.....	\$ 90.00
Senior Field Representative .....	\$ 140.00
Field Representative .....	\$ 120.00
Engineering Intern.....	\$ 70.00
Project Accountant.....	\$ 110.00
Senior Administrative Assistant .....	\$ 100.00
Administrative Assistant.....	\$ 70.00

Notes:

1. These billing rates are effective January 1, 2016 through December 31, 2016.
2. Rates after December 31, 2016 may be adjusted by 4% annually.

1301 MCKINNEY, SUITE 1100  
HOUSTON, TEXAS 77010  
PHONE 713.630.7300 FAX 713.630.7396  
www.WALTERPMOORE.COM

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 Walter P. Moore and Associates, Inc., 1301 McKinney, Suite 1100, Houston, Texas 77010, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct Additional 1-Way & Paid Parking and Parking Restrictions in the Avenues (Project Number 17-11-08) hereinafter called the PROJECT. The effective date of this agreement is \_\_\_\_\_.

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

**SECTION 1- RESPONSIBILITY OF THE ENGINEER**

The Engineer shall serve as the Owner's professional representative in the planning and observation of construction of the Project as outlined in Proposal dated November 18, 2016 from Walter P. Moore and Associates, Inc. (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the Owner during the performance of his 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 to accomplish the work required to be performed under this AGREEMENT in a competent and professional manner and shall be responsible for the quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this AGREEMENT.

The OWNER's approval of drawings, design, specifications, reports incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of his work nor shall the OWNER's approval or acceptance of the ENGINEER's work 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 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 his 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 and observation of construction of the Project as outlined in Exhibit 1, and shall give consultation and advice to the Owner during the performance of his services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED WORK 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 defend 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 him, 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 him 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 his services under this Agreement and shall provide a certificate of said insurance to the Owner to attach to this contract. The Engineer shall furnish proof of Error and Omissions 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 Study, Planning, Report, 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.

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 Work: The 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.

4.8 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 work 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 work covered by this Agreement.

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 Payments Withheld from Contractors: No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

5.3 Abandoned or Suspended Work: If any work 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.

5.4 The OWNER will make prompt monthly payments in response to the Engineer's monthly detailed statements for all categories of services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. 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.

5.5 Payments for Additional Services of the Engineer: The Engineer shall be reimbursed according to Attachment 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

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, plus terminal expense. 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, loss profits, special 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.

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 his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersedes 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 effected 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 mention 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  
Y. S. Ramachandra, P.E.  
City Engineer  
City of Huntsville  
448 State Highway 75 North  
Huntsville, TX 77320

ENGINEER  
Randolph V. Schulze, P.E.  
Principal  
Walter P. Moore and Associates, Inc.  
1301 McKinney, Suite 1100  
Houston, Texas 77010

**6.10 Counterparts.**

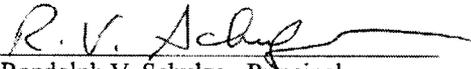
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience,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

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

OWNER:  
CITY OF HUNTSVILLE

ENGINEER:  
WALTER P. MOORE AND ASSOCIATES, INC.

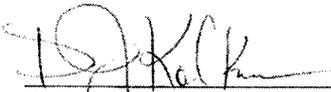
\_\_\_\_\_  
Matt Benoit - City Manager

  
\_\_\_\_\_  
Randolph V. Schulze - Principal

ATTEST:

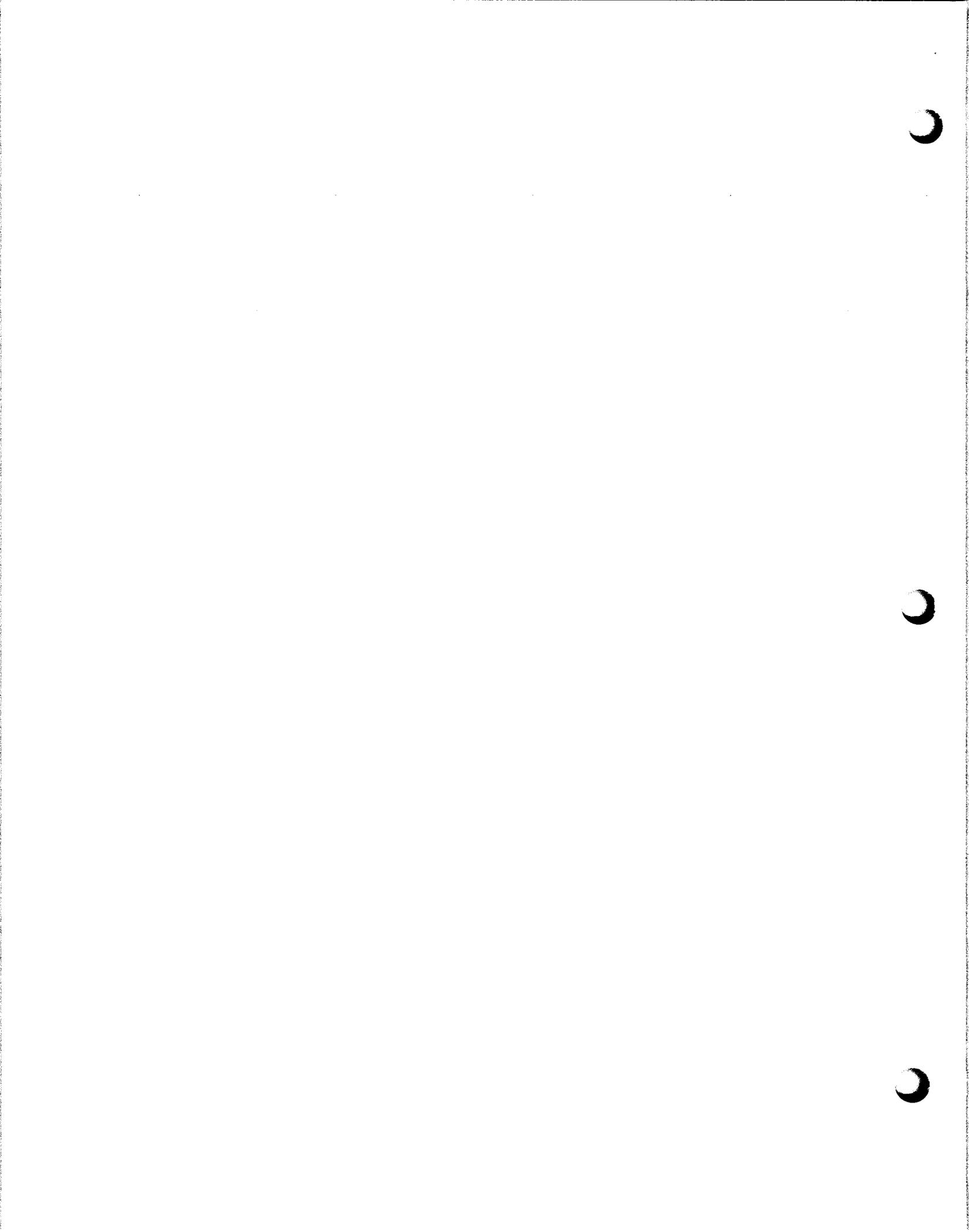
ATTEST:

\_\_\_\_\_  
Lee Woodward - City Secretary

  
\_\_\_\_\_  
D. J. Kolkmann - Associate

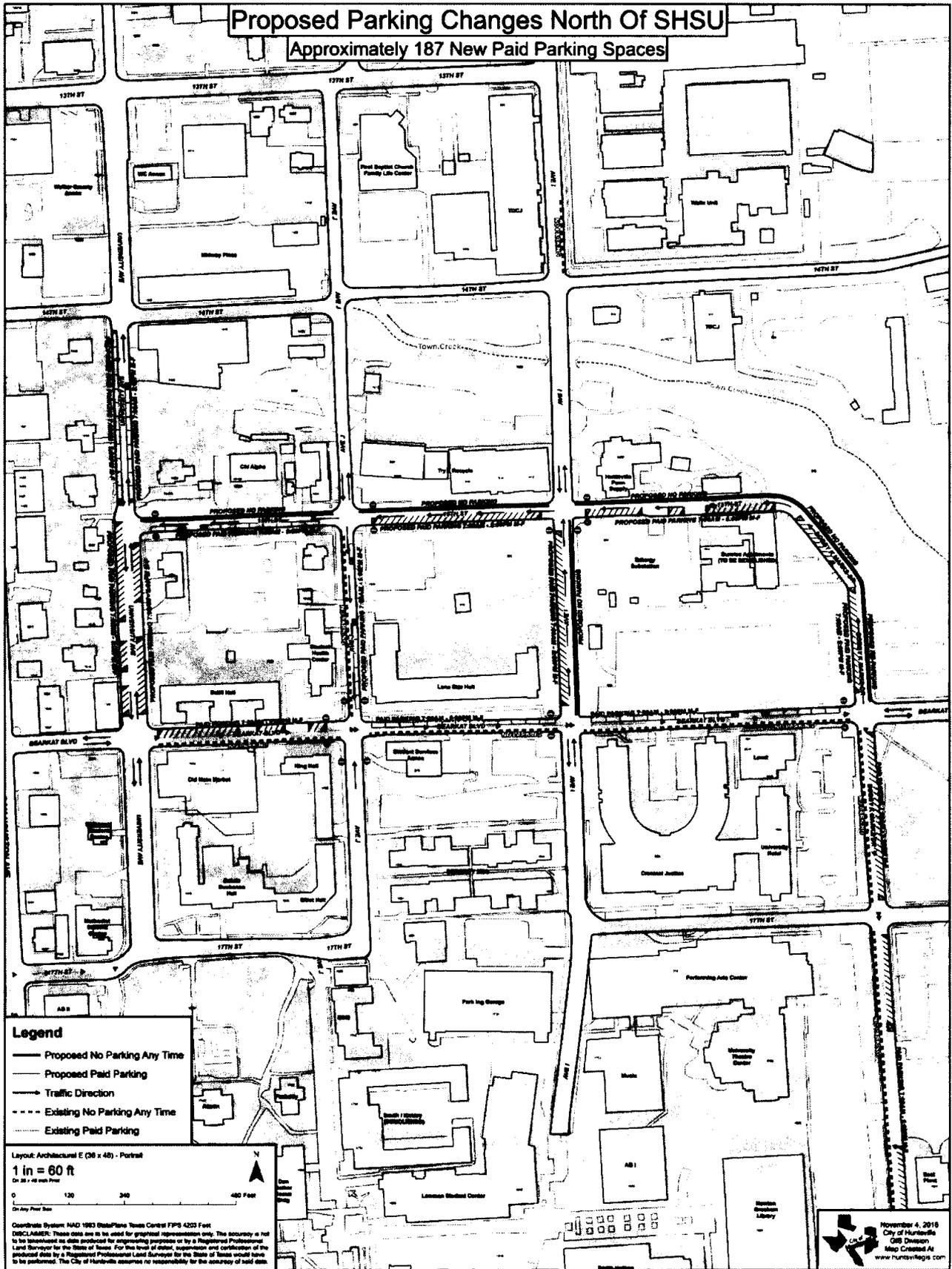
APPROVED AS TO FORM:

\_\_\_\_\_  
Leonard Schneider, City Attorney



# Proposed Parking Changes North Of SHSU

## Approximately 187 New Paid Parking Spaces







## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 5f

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**Item/Subject:** Consider adoption of Ordinance 2017-04 amending the FY16-17 Annual Budget to amend the "Schedule of Fees and Charges" to change the hourly rate for "Posted Hourly Parking Fee", and declaring an effective date.

**Initiating Department/Presenter:** Finance

**Presenter:** Steve Ritter – Finance Director

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**Recommended Motion:** Move to adopt Ordinance 2017-04 amending the FY 16-17 Annual Budget to amend the "Schedule of Fees and Charges" to change the hourly rate for "Posted Hourly Parking Fee", and declaring an effective date.

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

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**Discussion:** Staff has reviewed to date usage of and revenue from paid parking. Results of the review indicate usage at around one third of capacity. As such, annual revenue for existing parking spaces is projected to be only around \$107,000 as opposed to the \$293,000 budgeted amount. Reduction of the hourly rate to \$1.00 per hour with a \$5.00 maximum per day is hoped to increase utilization sufficient to increase the revenue coming in from paid parking (it is not anticipated the revenue would reach the budgeted amount due to these changes). Staff has discussed various potential actions with the Finance Committee for potentially increasing these revenues (expanding the number of spaces on the north side of the campus will be a forthcoming Agenda Item for Council consideration). The Finance Committee approved the reduction of the hourly rate and the \$5.00 per day maximum at their November 8<sup>th</sup> meeting.

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**Previous Council Action:** No previous Council action

**Financial Implications:**

The financial impact associated with this item is unknown at this point in time. However, a separate agenda item is included for Council consideration in this evening's agenda to amend revenues and expenditures based on estimated revenues for the fiscal year based on year to date actual revenues.

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**Approvals:**     City Attorney             Director of Finance             City Manager

**Associated Information:**

- Ordinance 2017-04 (pages 2-3)

**ORDINANCE NO. 2017-04**

**AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE FISCAL YEAR 2016 – 2017 ANNUAL BUDGET, ORDINANCE NO. 2016-40 TO AMEND EXHIBIT “D” ATTACHED TO THE ANNUAL BUDGET; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the 2016 - 2017 Annual Budget was adopted by Ordinance 2016-40 on September 20, 2016;

**WHEREAS**, Exhibit “D” “Schedule of Fees and Charges” to the Annual Budget contained approved fees, rates, and charges for services.

**WHEREAS**, the City Council considered the circumstances for the implementation of a new fee for paid parking, deliberating appropriately on 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 2016 – 2017 budget as set forth herein; and

**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 2016 – 2017 in the “Schedule of Fees and Charges” is hereby amended by changing the “Posted Hourly Parking Fee” from \$1.25 per hour to \$1.00 per hour and creating a maximum payment of \$5.00 for occupying a parking space for 5 to 10 hours.

**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, 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 amendment to the “Schedule of Fees and Charges” shall take effect immediately after the passage of this ordinance.

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**THE CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney



## CITY COUNCIL AGENDA

12/6/2016

Agenda Item: 6b

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**Item/Subject:** Consider Ordinance 2017-10 (Emergency) appropriating \$650,000 for the Huntsville Animal Shelter and declaring an Emergency and Directing the City Manager to take certain steps to construct the Huntsville Animal Shelter or Ordinance 2017-13 (Non-Emergency) appropriating \$650,000 for the Huntsville Animal Shelter and Authorizing and Directing the City Manager to conduct a conventional Design and Construction Process for the Huntsville Animal Shelter.

**Initiating Department/Presenter:** City Manager

**Presenter:** Matt Benoit, City Manager

---

**Recommended Motion:** The City Council should consider one of the following two motions, ***but not both:***

1. Approve Ordinance 2017-10 (Emergency) appropriating \$650,000 for the Huntsville Animal Shelter and Declaring an Emergency and Directing the City Manager to take certain steps to construction the Huntsville Animal Shelter (Charter Section 11.07 Emergency Appropriations requires a favorable vote of "two-thirds of the Councilmembers qualified and serving" for adoption of an ordinance for emergency appropriations. Charter Section 4.12 Procedure to Enact Legislation exempts such ordinances from the two-reading requirement.)
- OR -
2. Approve Ordinance 2017-13 (Non-Emergency) appropriating \$650,000 for the Huntsville Animal Shelter and Authorizing and Directing the City Manager to conduct a conventional Design and Construction Process for the Huntsville Animal Shelter

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**Strategic Initiative:** Goal #8 - Public Safety - Provide safety and security for all citizens.

**Discussion:** On November 8 of this year, the City was notified that the Rita B. Huff Humane Society Board of Directors (RBH) wished to discontinue their contractual relationship with the City. As such, animals in violation of the City's Animal Control Ordinance will no longer be accepted by RBH.

Since November, City staff has worked diligently to find another animal shelter to accept the City's animals. At this point, there are a very few remaining possibilities, but nothing promising. Section 8-1, "Enforcement" of the Huntsville Code of Ordinances requires the animal control authority, "...to pick up and impound all animals found to be in violation of this chapter." Sections 8-3 and 8-5 covering dogs at large and animals causing unreasonable noise (respectively) cannot be impounded presently. Furthermore, the City has very limited options for the quarantine procedure for rabies in the event of a bite, claw or scratch. Simply put, the City cannot enforce its own animal control Ordinances without a designated animal shelter.

With that, this item proposes two options for the construction of an Animal Shelter for the City of Huntsville. No matter Council's direction, a budget amendment is included with both Ordinances to allocate \$650,000 of General Fund Allocated Reserve for this project. These funds result from the sale of the Army Reserve Building in 2013. This budget amendment does not preclude or provide blanket

authorization to spend \$650,000 to construct the Huntsville Animal Shelter (HAS). Rather, it establishes a project fund and provides funds to execute the Council's direction as provided by Ordinance 2017-10 EMERGENCY or Ordinance 2017-13 NON-EMERGENCY.

Ordinance 2017-10 EMERGENCY allows the Council to declare an emergency and directs the City Manager to immediately commence the procurement of professional services and construction services to construct the HAS. Please refer to the chart on page 3. The City Manager estimates that by the City acting as its own General Contractor, the HAS can be designed and constructed in approximately 200 days (7 months). However, to accomplish this, Ordinance 2017-10 EMERGENCY declares an emergency and directs the City Manager to:

1. Proceed with the purchase of goods and services without (necessarily) following state-mandated bid processes (authorized by the Local Government Code Chapter 252.022(a)(2)) or local purchasing policies.
2. Allows the City Manager to make purchases of less than \$100,000 to be reported in writing to the City Council and \$200,000 with ratification by the Council at the next regularly scheduled City Council meeting.

In no case can the City Manager exceed \$650,000 for the construction of the Huntsville Animal Shelter without additional funds appropriated through a normal process (i.e., Council Finance Committee and full Council consideration and approval).

The primary advantage of Ordinance 2017-10 EMERGENCY is that it is the fastest and most efficient process for constructing the HAS. The disadvantage is City staff is not really built or suited to act as its own General Contractor. It will be a very project management by-committee process and will detract from regular and routine responsibilities of several members of City staff.

Ordinance 2017-13 NON-EMERGENCY directs the City Manager to conduct a typical process for the construction of the HAS. Again referring to the chart on page 3, the estimated construction time is approximately 300 days (or an estimated 100 days more than the process envisioned by Ordinance 2017-10 EMERGENCY).

The primary advantage of Ordinance 2017-13 NON-EMERGENCY is that the process is familiar and diligent. The disadvantage is the animal control problems will require another 3 to 4 months to get resolved. While it is difficult to predict how bad (or worse) the animal control problem will get in 6 to 10 months, it is clear at this point the City is unable to enforce its own animal control Ordinance. Pages 4 through 6 contain several articles related to the public health and safety concerns of stray dogs, cats and feral cats.

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**Previous Council Action:** None.

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**Financial Implications:**

**Item is not budgeted:** Each Ordinance contains a budget amendment appropriating \$650,000 for the design and construction of the HAS.

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**Approvals:**     City Attorney             Director of Finance             City Manager

---

**Associated Information:**

- Differing timelines related to Ordinance 2017-10 EMERGENCY and Ordinance 2017-13 NON-EMERGENCY (page 3)
- "Top 10 Common Problems Caused by Stray Dogs" (page 4) – (Please let me know if the article is

unreadable, and I will email .pdf copies.)

- “Are Stray Cats Dangerous To People, Attacks, Parasites, Diseases” (page 5) - (Please let me know if the article is unreadable, and I will email .pdf copies.)
- “Wildlife Extra News – US Feral Cats Spreading ‘Serious Public Health Diseases’ (page 6) – (Please let me know if the article is unreadable, and I will email .pdf copies.)
- Ordinance 2017-10 EMERGENCY (pages 7-8) “The Emergency Ordinance”
- Ordinance 2017-13 NON-EMERGENCY (page 9) “The Non-Emergency Ordinance”

If the City Council Declines an Emergency		Notes
Date Period	Task	
12/6/2016	Council allocates funds for Huntville Animal Shelter (HAS)	
12/6/2016	Hire professional services to determine best location of HAS and complete foundation design	45 day task
1/14/2017	Procure and contract for demolition services (date to be determined)	Demolition of selected site to begin no later than 2/13/17, and is a 30-day task.
2/3/2017	Procure and contract for foundation	51 day task, begin foundation construction on 3/29/2017 and complete by 5/28/17
2/6/2017	Procure metal building to sit on foundation. Hire professional services (phase 2) to design	30 day task, order date should be 3/6/17 for 8 week (4/30/17) to 1 week (5/28/17) delivery.
1/30/2017	Release RFP for professional services to construct HAS	120 day process to procure services, design and prepare bid docs.
1/30/2017	Release the HAS on City's behalf.	The sooner these services are hired, the sooner they can get people hired and be involved (as much as possible) in the design.
7/1/2017	HAS sign and available for business.	

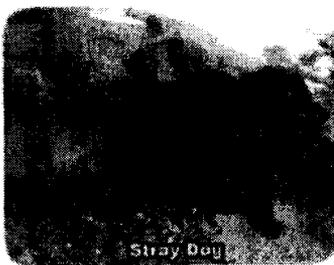
1 - This is an important step because there are state laws and regulations concerning the design and amenities of an animal shelter.

If the City Council Prefers a Conventional Design		Notes
Date Period	Task	
12/6/2016	Release RFP for teams of Animal Shelter Design/Architectural Services	Council award scheduled for 2/21/17
2/21/2017	Complete Design	Design complete by 7/21/17 (120 days for design)
7/4/2017	Bid and award	Council award on 10/2/17 (90 days for bid process, bond & insurance submittal and final NTP)
5/27/2017	Begin Construction	Complete Construction 3/12/2018 (150 days for construction)

# Top 10 Common Problems Caused by Stray Dogs

Stray Dogs aren't a wildlife species, but they are an animal of great concern to many people. Is it a lost pet? Is it abandoned? Is it dangerous? The most common concerns about stray dogs are:

- Safety concerns for pets & children
- Worries over fleas or rabies
- Concern that the dog is a lost pet
- Problems with barking



If you need dog help, click on my [Nationwide List of Stray Dog Removal Experts](#) for a pro near you.

Stray dogs are the dogs that live on the streets, which don't have homes or they might even be pets of someone which might have been out all by itself. Chaotic urban arrangement and overpopulation of the humans have already led to equally enormous population of stray dogs in majority of places in the world. There are numerous common problems that can be caused by stray dogs, and here are the top ten.

- 1 - A dog that is out on its own can cause a collision when it runs in the road, which might even result in injury to other people and also to itself.
- 2 - Stray dogs tend to defile and sully due to the fact that no one is available to look after it.
- 3 - Such dogs might develop the liking to hunt and might ramble into a garden of other people and might even cause harm to home pets such as guinea pigs and rabbits. When a stray dog meanders into a farm land and causes harm to livestock, there are chances that the farmer might shoot at it, since they are allowed to do so.
- 4 - Stray dogs are fond of opening garbage bin bags and so they can cause garbage and refuse to be scattered all over the property or street.
- 5 - Strays often live under buildings, docks, sheds, and spread fleas there. Or worse, they a stray dog might discover something to consume, which might cause illness to it, and it'll die under a structure, and cause a horrible rotting odor.
- 6 - All the dogs are not graceful towards human beings and so there are chances that someone might get bitten if the stray dog is not controlled.
- 7 - Stray dogs often prefer to roam in packs and so it might cause a threatening feel and also result in superfluous and redundant puppies.
- 8 - They tend to bark and howl, especially when they are involved in a fight with another dog which regularly and perpetually happens during mating.
- 9 - They might spread Rabies, a deadly disease that can be easily communicated and passed on to human beings. Even though all the temperate-blooded animals can obtain and also pass on rabies, dogs are considered to be the most common transporter of this disease worldwide. Rabies is causing more number of human deaths every year and the count is increasing year after year, despite of various measures taken such as cleaning the bitten wounds and immunizing the patient right away after getting bitten.
- 10 - These dogs might bite other dogs when they try to mate and also when they fight amongst themselves. Walkers and other human beings in the environs can regularly get bitten by accident. Female stray dogs that have puppies will be more cautious and aggressive and so they might bite anyone who approaches towards their family.

In addition to the below general information about stray dogs, I've also written these helpful articles:

- [Should You Feed a Stray Dog](#)
- [How To Catch a Stray Dog](#)
- [How to Adopt a Stray Dog](#)
- [How to Protect Yourself Against Dangerous Stray Dogs](#)
- [What to Do if You are Bitten by a Stray Dog](#)
- [How to Stop Your Neighbor's Dog From Barking](#)

This site is intended to provide information about top ten common problems caused by stray dogs, so that you can make an informed decision if you need to deal with a stray dog problem. This site provides many stray dog control articles and strategies, if you wish to attempt to solve the problem yourself. If you are unable to do so, which is likely with many cases of stray dog removal, please go to the home page and click the USA map, where I have wildlife removal experts listed in over 500 cities and towns, who can properly help you with your nuisance stray dog. A contract company that acts on the behalf of the council takes these stray dogs to kennels. However the owner will have to pay a government fee in order to obtain their dog, wherein the fee is typically heavy, thereby resulting in more money trouble to the owner. A dog that is all by itself might get stolen or lost which might result in the owner not seeing it ever again. <

# Are Stray Cats Dangerous To People?

In general, stray cats are shy and not dangerous if they are left alone. But if you attempt to catch or handle them, or if you happen into contact with contaminated areas, there are risks.

A stray cat is a cat that has of one parent or another had a home but it has found itself either abandoned or lost. Many people will confuse stray cats with feral cats but they are two different kinds of cats. A feral cat is a cat that was born and raised in the wild and has not had a human owner. It's learned how to hunt for its own food and other necessities in life. A stray cat on the other hand may even be friendly towards humans. That does not mean that you should go petting one however although it might be friendly it can still carry diseases. There is also a chance that a stray cat may be afraid of humans because of an experience that it may have had after getting lost or in some cases before being abandoned. Either way, it's suggested that you approach a stray cat with care, if at all.

[Click here for my nationwide list of 100's of professional stray cat trappers serving all 50 states.](#)

Stray, or feral cats are usually classified as a pest species due to their habits of occupying public places in high numbers, fighting and spraying. The most common complaints include the following:

- Stray cats occupying public areas
- Stray cats around facility dumpsters
- Owing mating season, loud meow sounds
- Stray cats fighting or hitting people
- Health concerns about stray cat populations
- Strays posing a threat to the cat

For these reasons, many people wish to have stray, or feral, cats trapped and removed.



Here are some other do-it-yourself articles I wrote that might help you:

- [Stray cat trapping](#)
- [catch neuter release of stray cats](#)
- [what to do if you find a litter of kittens](#)
- [how many stray cats in America](#)
- [how to catch a stray cat](#)
- [common problems with stray cats](#)

### Diseases

Depending on the amount of time that a cat has been lost, there are some diseases that may be caught due to lack of vaccination. Cats can carry rabies, but the risk of contracting such diseases from a stray cat is very low. You will be able to tell a cat that may be infected by rabies by foaming at the mouth and/or aggressive behavior. If you suspect that a stray cat may have rabies, call your wildlife control department or a wildlife expert. Another disease that may be carried by stray cats is tapeworm, but if the chances of rabies are small, the chances of a human getting tapeworm are almost none. You can guarantee that you will not get tapeworm from a stray cat even if you have handled the cat by simply washing your hands after coming in contact. A more real risk is infection from a scratch from a stray cat, or if you really know it, cat scratch fever.

### Handle with Care

Though the dangers of a stray cat to humans are extremely low, you would have good reason to not want them on your property. The best way to keep them away is to not feed them because as many people have reported, if you feed a stray cat once, it will keep coming back for more. Stray cats can also make a mess if you have to leave your garbage outside overnight. If a cat sees an easy meal in

.....

your garbage can, then it will gladly go for it. A stray cat may also defecate in your garden which can spread germs. If that happens, all that you have to do is clean up after the cat and you will avoid any possible transmission. If you feel that a cat could use a home and the cat acts friendly enough, you can do a small amount of your best wishes. Sometimes they will pick up a cat and find it a home.

### Benefits of stray cats

First of all, it's not all bad news when it comes to stray cats. They help you keep other pests under control. A stray cat will usually hunt for a living and that means that if you have a mouse problem, a stray cat can be a blessing in disguise. Another hidden benefit of stray cats is that they may teach you kids compassion. Encourage to tell your kids not to handle the cat unless you are certain it is safe. Many people will see the negatives of stray cats and see them as pests instead of pets but keep in mind that some of them have had homes and such a companion to humans at one point. If handled properly, you may end up discovering that you have a new friend.

When it comes to danger to humans there are some kinds of lice that can pass from the cat to a person, the worst ones though if it is not common, ticks and infections from bites or scratches. Cats can be quite aggressive so if you decide to approach a stray cat take a good amount of caution. They can also take garden tools or other things which will make contacting them a little bit more risky if you live in garden.

# US Feral cats spreading 'serious public health diseases'

REPORT NEWS

## Free-roaming cats pose threat from 'serious public health diseases'

September 2017. A new study in the USA has found that free-roaming cats pose a threat from 'serious public health diseases' to humans, domestic animals and wildlife.



Feral cats pose a serious threat to wildlife, their own welfare, and public health. Cat with American flag by Gabeiro Serrano.

"This is a significant study that documents serious wildlife and public health issues associated with 1.25 million feral cats in the United States. Documenting the effects of free-roaming cats on the environment, wildlife, and public health is a critical step in understanding the impact of free-roaming cats on society and human health while they continue to spread. The authors of this study are: Robert S. Roth, PhD, and David S. Sorenson, PhD. The authors are currently at the University of California, Davis, and the University of California, Berkeley. The authors are currently at the University of California, Davis, and the University of California, Berkeley.

### Among the key findings of the paper were:

- Free-roaming cats kill or injure an average of 1.25 million domestic animals, domestic birds, and wildlife annually.
- Free-roaming cats account for 10% of the total number of feral cats in the United States, and are the primary cause of the 10% of the total number of feral cats that are euthanized annually.
- Free-roaming cats are responsible for 10% of the total number of feral cats that are euthanized annually.
- The study found that 10% of the total number of feral cats in the United States are responsible for 10% of the total number of feral cats that are euthanized annually.

According to the study, free-roaming feral cats are responsible for 10% of the total number of feral cats in the United States, and are the primary cause of the 10% of the total number of feral cats that are euthanized annually.

The authors of the study also found that free-roaming feral cats are responsible for 10% of the total number of feral cats in the United States, and are the primary cause of the 10% of the total number of feral cats that are euthanized annually.

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READ THE COMMENTS ABOUT THIS ARTICLE AND LEAVE YOUR OWN COMMENT

## **Ordinance 2017-10 (Emergency)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, DECLARING AN EMERGENCY, TRIGGERING CHAPTER 252.022(A)(2) OF THE LOCAL GOVERNMENT CODE, APPROPRIATING FUNDS IN ACCORDANCE WITH THE CITY CHARTER SECTION 11.07 AND SUSPENDING LOCAL PURCHASING REQUIREMENTS, AND ESTABLISHING EXPENDITURE REQUIREMENTS FOR THE CITY MANAGER FOR THE CONSTRUCTION OF THE HUNTSVILLE ANIMAL SHELTER**

**WHEREAS**, the City of Huntsville was notified on November 8, 2016 that the Rita B. Huff Humane Society Board of Directors (hereinafter "RBH") no longer wishes to contract; and

**WHEREAS**, Section 8-1, "Enforcement" of the Huntsville Code of Ordinances requires the animal control authority, "...to pick up and impound all animals found to be in violation of this chapter." Sections 8-3 and 8-5 covering dogs at large and animals causing unreasonable noise (respectively) cannot be impounded presently; and

**WHEREAS**, Notice from RBH renders Sections 8-3 and 8-5 unenforceable and therefore jeopardizes the health, safety and public welfare of the citizens; and

**WHEREAS**, Chapter 252.022(a)(2) of the Local Government Code exempts cities from the purchasing requirements of Chapter 252 if, "...a procurement is necessary to preserve or protect the public health or safety of the municipality's residents"; and

**WHEREAS**, Section 11.07 of the City of Huntsville City Charter allows the City Council to make emergency appropriations to meet a pressing need for public expenditures, for other than regular or recurring requirements, to protect the public health, safety or welfare if adopted by Ordinance of two-thirds of the Councilmembers qualified and serving; and

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE:**

**Section 1.** The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** The City Council of the City of Huntsville, Texas hereby declares an emergency that jeopardizes the public health, safety, or welfare of the residents of the City of Huntsville.

**Section 3.** This emergency declaration triggers Chapter 252.022(a)(2) of the Local Government Code and exempts the purchases or goods and services for the construction of an animal shelter to be located in Huntsville, Texas from Chapter 252 of the Local Government Code.

**Section 4.** This emergency declaration triggers Section 11.07 of the City of Huntsville City Charter and necessitates the passage of the attached budget amendment, Exhibit A.

**Section 5.** The City Manager is hereby exempt from the City of Huntsville Purchasing Policies and Procedures as set forth in the Fiscal and Budgetary Policies Section VI(D).

**Section 6.** The City Manager is hereby directed to take all reasonable and prudent efforts to construct an animal shelter in Huntsville, Texas with the following limitations:

- A. The City Manager is authorized to sign for all purchases or contracts with a value of less than \$100,000. Any purchase less than \$100,000 will be reported in writing to the City Council within 10 (ten) business days of the effective date on the purchase or contract.

- B. The City Manager is authorized to sign for all purchases or contracts with a value of more than \$100,000, but less than \$199,999.99. Any such purchase or contract of more than \$100,000 of more than \$100,000, but less than \$199,999.99 must be ratified by the City Council at the next regularly scheduled City Council meeting.
- C. The City Manager shall bring all purchases or contracts of more than \$200,000 to the City Council for approval.
- D. In no case or circumstance can the City Manager exceed a total of \$650,000 for the construction of an animal shelter to be located in Huntsville, Texas without approval of the City Council at a regularly scheduled City Council meeting.

**Section 7.** The City Council finds that notice was posted and the ordinance was passed in accordance with the Open Meetings Act.

**PASSED AND APPROVED THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauningger, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

**Ordinance 2017-13 NON-EMERGENCY**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, APPROPRIATING \$650,000 FOR THE CONSTRUCTION OF AN ANIMAL SHELTER IN HUNTSVILLE, TEXAS AND DIRECTING THE CITY MANAGER TO TAKE CERTAIN STEPS TO ACCOMPLISH THE CONSTRUCTION OF AN ANIMAL SHELTER**

**WHEREAS**, the City of Huntsville was notified on November 8, 2016 that the Rita B. Huff Humane Society Board of Directors (hereinafter "RBH") no longer wishes to contract; and

**WHEREAS**, Section 8-1, "Enforcement" of the Huntsville Code of Ordinances requires the animal control authority, "...to pick up and impound all animals found to be in violation of this chapter." Sections 8-3 and 8-5 covering dogs at large and animals causing unreasonable noise (respectively) cannot be impounded presently; and

**WHEREAS**, Notice from RBH renders Sections 8-3 and 8-5 unenforceable and therefore jeopardizes the health, safety and public welfare of the citizens; and

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE:**

**Section 1.** The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** The attached budget amendment, Exhibit A, is hereby approved.

**Section 3.** The City Manager is hereby directed to conduct procurement processes in accordance with State Law and local purchasing policies to procure goods and services for the design and construction of an animal shelter in Huntsville, Texas.

**Section 4.** The City Council finds that notice was posted and the ordinance was passed in accordance with the Open Meetings Act.

**PASSED AND APPROVED THIS** \_\_\_\_\_ **day of** \_\_\_\_\_ **2016.**

**CITY OF HUNTSVILLE, TEXAS**

\_\_\_\_\_  
Andy Brauning, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

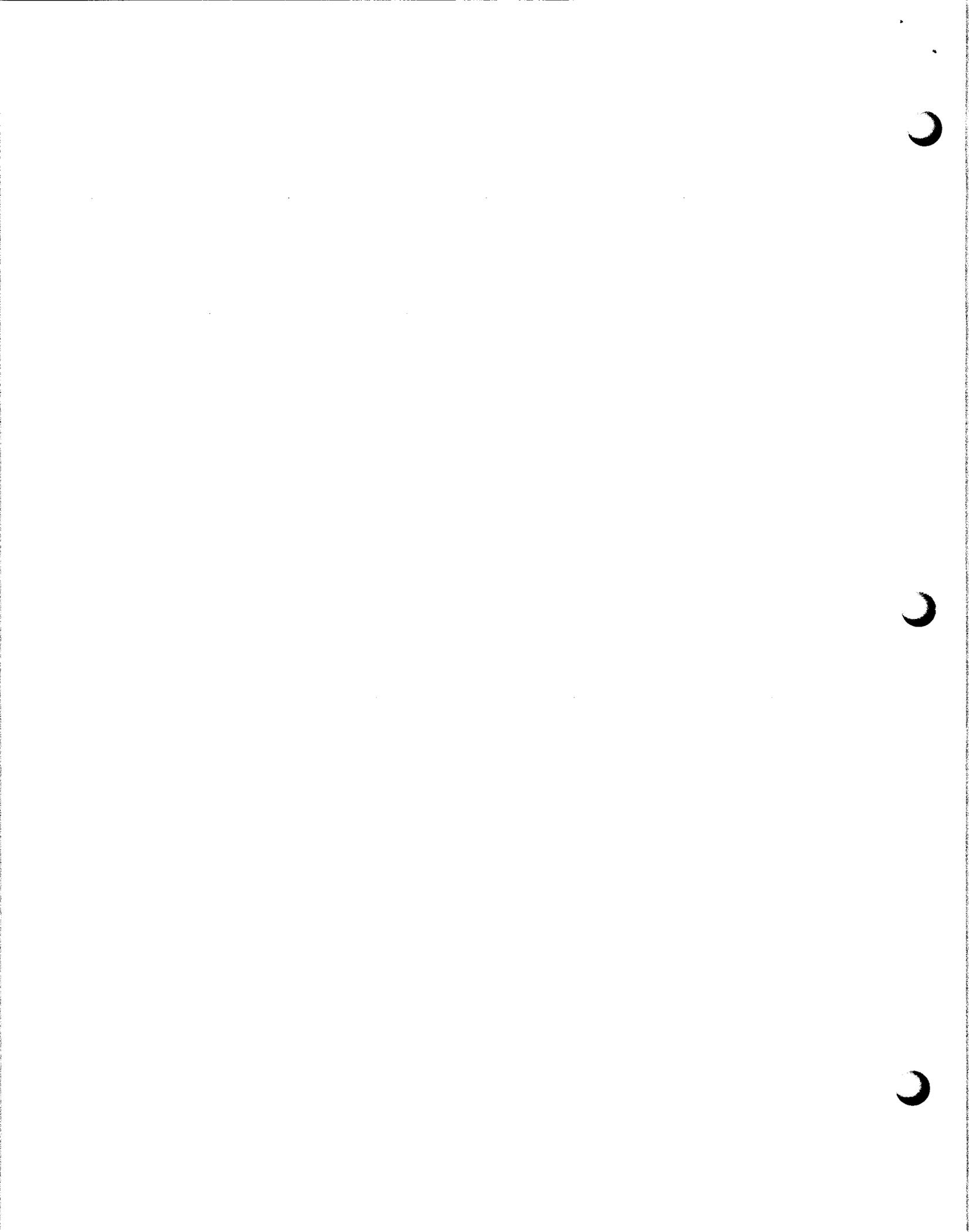
\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Leonard Schneider, City Attorney

**Budget Amendments FY 16-17  
December 6, 2016**

**Exhibit  
A**

Increase: Gen Fd - Trnsfr to CIP (using - \$650K from Army Rsv bldg)		\$ 650,000
Explanation:	<p>The Rita B. Huff Animal Shelter gave formal notice of termination of their contract with the City earlier in November. They have also notified the City that they will not/cannot take any animals from the City from the Animal Control Officer pick ups which was effective immediately. The budget amendment request using the \$650,000 from the sale of the Army Reserve building in 2013 to fund the design and construction of an animal shelter.</p>	
Increase: General CIP - Animal Shelter		\$ 650,000
Explanation:	<p>This budget amendment creates a CIP Project and provides monies for the cost of design and construction of an animal shelter. The source of funds is from a Transfer from General Fund using General Fund's \$650,000 from the sale of the Army Reserve building in 2013.</p>	





September 19, 2016

The Honorable Andy Brauning  
Mayor  
City of Huntsville  
1212 Ave M  
Huntsville, TX 77340

Dear Mayor Brauning:

I am writing regarding the appointment of City of Huntsville's representative to H-GAC's 2017 General Assembly and Board of Directors.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not in excess of 99,999 according to the last preceding Federal Census (2010) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I have enclosed the appropriate form for your convenience. Please return the completed form by fax to 713-993-2414 or email [rick.guerrero@h-gac.com](mailto:rick.guerrero@h-gac.com).

The 2017 designated representatives begin their terms of office at the first of January 2017.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me or Rick Guerrero at 713-993-4598. Thank you for your help in selecting H-GAC's 2017 General Assembly and Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Steele', is written over a light blue horizontal line.

Jack Steele

JS/cj

Enclosure  
cc: City Secretary

**DESIGNATION OF REPRESENTATIVES  
HOUSTON-GALVESTON AREA COUNCIL  
2017 GENERAL ASSEMBLY  
AND  
BOARD OF DIRECTORS**

\*\*\*\*\*

**BE IT RESOLVED**, by the City Council of Huntsville, Texas that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2017:

REPRESENTATIVE \_\_\_\_\_

ALTERNATE \_\_\_\_\_

**FURTHER THAT**, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2017.

**THAT**, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

**PASSED AND ADOPTED**, this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_