

CITY OF HUNTSVILLE, TEXAS

Andy Brauning, Mayor

Keith D. Olson, Mayor Pro Tem, Position 4
Paul Davidhizar, Position 1 At-Large
Lydia Montgomery, Position 2 At-Large
Don H. Johnson, Position 3 At-Large



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

HUNTSVILLE CITY COUNCIL AGENDA TUESDAY, JUNE 21, 2016 6:00 P.M. REGULAR SESSION

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.

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. 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 June 7, 2016. [Lee Woodward, City Secretary]

4. STATUTORY AGENDA

- a. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to approve Ordinance 2016-29 to approve the GRIP rates proposed by CenterPoint Energy, first reading. [Leonard Schneider, City Attorney]
- b. *Presentation, public comment, discussion, and possible action* to consider the City of Huntsville joining the Education Service Center Region 19 Purchasing Cooperative (ESC19). [Steve Ritter, Director of Finance]
- c. *Presentation, public comment, discussion, and possible action* to authorize the City Manager to purchase fuel for City vehicles and equipment utilizing the Texas Fleet Fuel card system. [Carol Reed, Director of Public Works]
- d. *Presentation, public comment, discussion, and possible action* to purchase bulk fuel from Mansfield Oil utilizing the National IPA Cooperative. [Carol Reed, Director of Public Works]
- e. *Presentation, public comment, discussion, and possible action* to consider awarding various streets to be milled and paved with asphalt to AAA Asphalt Paving. [Carol Reed, Director of Public Works]
- f. *Presentation, public comment, discussion, and possible action* to consider authorizing the City Manager to enter into a Utility Agreement with Texas Department of Transportation (TxDOT) for relocating water and sewer lines near IH-45 and SH 19 Interchange and adopting associated budget amendment Ordinance 2016-28. [Y. S. "Ram" Ramachandra, City Engineer]

5. 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.

There are no items for this meeting.

6. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

7. 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.)

8. EXECUTIVE SESSION

- a. City Council will meet in Executive Session pursuant to Texas Government Code Section 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, concerning City Judge John Gaines.
- b. City Council will meet in Executive Session pursuant to Texas Government Code Section 551.074 - personnel matters regarding the evaluation and duties of City Manager Matt Benoit.

- c. City Council will meet in Executive Session pursuant to Texas Government Code Section 551.071 - consultation with counsel on legal matters regarding the City of Huntsville agreement No.95-53 with the Texas Department of Criminal Justice.

9. RECONVENE

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

10. 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, Megan Kaltenbach, Deputy City Secretary, do hereby certify that a copy of the June 21, 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, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____

TIME OF POSTING: _____ am/pm

TAKEN DOWN: _____

Megan Kaltenbach, Deputy City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 7th DAY OF JUNE 2016, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 1:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Andy Brauninger, Joe Emmett, Lydia Montgomery, Don H. Johnson (attended work sessions and arrived for main session at 6:07 p.m.), Keith Olson, Ronald Allen (not in attendance for the work sessions), Joe P. Rodriguez, Tish Humphrey

COUNCILMEMBERS ABSENT: None

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

WORK SESSION [1:00pm]

1. **Call to Order** - Mayor Brauninger called the session to order at 1:00 p.m.
2. **Consideration and Discussion of proposed capital improvement projects and potential bond issuance.**

City Manager Matt Benoit discussed the components of potential ballot propositions.

3. **[2:00 P.M.] Walker County Commissioners Court will convene to conduct a joint session with the City Council for consideration and discussion on future use or disposition of the Old County Jail and property located at 717 FM 2821. (Present were Walker County Judge Danny Pierce, Commissioners B. J. Gaines, Glen Reader, Ronnie White, and Jimmy Henry, along with District Attorney David Weeks and Assistant District Attorney Quentin Russell)**

Judge Pierce convened the Commissioners Court at 2:00 p.m. Mr. Weeks noted that the County originally had an 85% interest in the facility and the City had a 15% interest facility, discussed the County's obtaining the land prior to the agreement and that the City's and the Texas Department of Criminal Justice's (TDCJ) investments had gone to construction, leading him to believe the City has no interest in the land. He noted further improvements made to the facility by the County and that the facility seemed to have a negative value at this time due to concerns such as asbestos.

City Attorney Schneider said he may wish to later discuss with the Council title issues and other possible topics, noting that both entities had worked well together but had differing viewpoints. Mr. Russell noted estimates for demolition ranged from \$80,000-\$120,000, even before noting a possible \$27,000 abatement cost, and that there was perhaps \$20,000 in salvageable material. He acknowledged the building had been vacant about two years now and the group considered the oddities of the property's size, shape, and surroundings.

4. **County Commissioners Court adjourns.** - Judge Pierce adjourned the Court session at 2:29 p.m.
5. **City Council will continue the workshop to receive a report from IMS Infrastructure on the Condition Assessment of City Streets study and potential financing options.**

The Council received a presentation from IMS on the City's street assessment and discussed future maintenance funding.

6. **Possible continued discussion on the above item 1.** - There was continued discussion on item 2.
7. **Adjourn Work Session.** - The Mayor adjourned the work session at 4:20 p.m.

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 Montgomery gave an invocation and members of Boy Scout Troop 98 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 May 17, 2016 and the Special Session workshop on May 31, 2016. [Lee Woodward, City Secretary]
- b. Authorize the City Manager to apply for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and enter into an interlocal agreement with Walker County and adopt Resolution 2016-28 in support of same. [Dr. Sherry McKibben, Director of Neighborhood Resources]
- c. Adopt Ordinance 2016-27 to amend the budget for FY 15-16. [Steve Ritter, Director of Finance]
- d. Award the purchase of Heating, Ventilation and Air Conditioning (HVAC) Services for City buildings to EC Heating & Cooling LLC, Huntsville, TX. [Joseph Wiggs, Director of Parks and Leisure]

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

4. STATUTORY AGENDA

- a. **Presentation, public comment, discussion, and possible action to authorize the City Manager to sign Amendment 1 to the Pre-Construction Contract with Garney Construction in the amount of \$68,750.00 for sub-surface utility exploration (SUE) services for the Town Creek Drainage Improvement Project and approve Ordinance 2016-26 to amend the budget. [Dr. Sherry McKibben, Director of Neighborhood Resources]**

Councilmember Humphrey moved to authorize the City Manager to sign Amendment 1 to the Pre-Construction Contract with Garney Construction in the amount of \$68,750.00 for sub-surface utility exploration (SUE) services for the Town Creek Drainage Improvement Project and approve Ordinance 2016-26 to amend the budget. The motion was seconded by Mayor Pro Tem Olson and Councilmember Johnson. The motion was adopted, 7-2, Councilmembers Allen and Emmett voting against.

5. 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 May 31, 2016.

6. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

There were no media inquiries.

7. 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 congratulated all local graduates and the HHS graduating seniors in the *HISD Minute*. He reminded all that the Council had celebrated graduating seniors who were children of City employees at the last meeting and said those scholarships were also included in the nearly \$3.5 million in overall scholarships given to HHS students this year at their annual recognition evening. Councilmember Humphrey reminded everyone that the HEARTS Museum was sponsoring a patriot motorcycle ride and filming of *Stronger*, a movie about a veteran suffering from PTSD, at the City's July 4 events at Kate Barr Ross Park.

Mayor Brauning announced:

- This Friday is Family Movie Night with the City! Be at the library at 5:30 p.m. for popcorn and drinks to see *Norm of the North*, then join the Parks & Leisure Department at Kate Barr Ross Park at 10 p.m. to watch *Zootopia*.
- Take a look at this Facebook post of Greg Mathis, Huntsville Fire Department Firefighter and Inspector, helping out during the recent floods in Houston. Our first responders have great training and are often called on to help in all kinds of weather and emergency events. Hurricane season began June 1, so keep an eye out for an upcoming special issue of This Week in Huntsville, focused on preparing yourself and your family for whatever may occur.
- Please participate in the Huntsville Public Library's Summer Reading Program - Here's the video!
- The Fire Department is holding a raffle to refurbish their old fire truck. Contact Assistant Fire Chief John Hobbs at 936-291-5943 to buy tickets. The drawing will be held at the July 4 celebration.
- The Mayor shared his experience and enjoyment at the recent SHSU new students' parents orientation.

8. EXECUTIVE SESSION

- a. **City Council will meet in Executive Session pursuant to Texas Government Code Section 551.071- to receive legal advice on the interlocal agreement between the City and County regarding the Old County Jail.**
- b. **City Council will meet in Executive Session pursuant to Texas Government Code Section 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, concerning City Attorney Leonard Schneider.**

The Council adjourned into Executive Session at 6:51 p.m.

9. RECONVENE

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

The Council reconvened at 7:53 p.m. Mayor Pro Tem Olson to approve the City Attorney's contract for another year with another review in a year and was seconded by Councilmember Davidhizar. The motion passed unanimously, 9-0.

10. ADJOURNMENT

Mayor Brauning adjourned the meeting at 7:54 p.m.

Lee Woodward, City Secretary

ORDINANCE NO. 2016-29

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS APPROVING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT" OR "COMPANY") COMPANY'S GAS RELIABILITY INFRASTRUCTURE PROGRAM ("GRIP") FILING MADE WITH THE CITY ON MARCH 31, 2016; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about March 31, 2016, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") filed an Annual GRIP adjustment for the Beaumont/East Texas Service Area with the City of Huntsville ("City") to increase gas rates in the Beaumont/East Texas Service Area pursuant to Gas Utility Regulatory Act, TEX. UTIL. CODE ("Gas Utility Regulatory Act") § 104.301; and

WHEREAS, the City has exclusive original jurisdiction over the rates, operations and services of a gas utility in areas in the municipality pursuant to Gas Utility Regulatory Act § 103.001; and

WHEREAS, Gas Utility Regulatory Act § 104.301 requires a streamlined process for the recovery of the costs of incremental investment by a gas utility; and

WHEREAS, the Company proposed an effective date of May 30, 2016, for the rate increase; and

WHEREAS, the City suspended the proposed May 30, 2016 effective date until July 14, 2016; and

WHEREAS, the City's consultant has reviewed the GRIP filing and has concluded that the proposed GRIP rates are correctly calculated; and

WHEREAS, the reasonableness of the Company's investment will be reviewed in CenterPoint's subsequent base rate case where all costs included in CenterPoint's GRIP filing will be subject to refund.

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

Section 1. The statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The Company's proposed GRIP rate increase is approved effective July 14, 2016.

Section 3. The meeting at which the ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 21st day of June , 2016.

THE CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

6/21/2016

Agenda Item: 4b

Item/Subject: Consider the City of Huntsville joining the Education Service Center Region 19 Purchasing Cooperative (ESC19).

Initiating Department/Presenter: Finance

Presenter: Steve Ritter, Director of Finance

Recommended Motion: Approve the City of Huntsville joining the Education Service Center Region 19 Purchasing Cooperative (ESC19)

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

Discussion: A purchasing cooperative is when the original entity places and awards a contract, the members of the cooperative are then allowed to participate/utilize the terms and conditions of the original entity's award. The local governments may sign an agreement with the originating agency stating they agree to follow the terms and conditions as outlined. The main advantages of this type of purchase are: to increase buying power and allow the purchasing efforts to be streamlined. This type of agreement is outlined in Local Government Code 271. All purchases made under this cooperative agreement satisfy state law requiring competitive bids for purchase of goods and/or services. Once a member the City of Huntsville will be allowed to utilize all contracts and awards offered by ESC 19. ESC 19 is the education region located in and around El Paso, TX, but have contract throughout the United States. There are no membership fees to join ESC19 and no obligation to purchase once the City becomes a member.

The purpose for requesting to join ESC 19 at this time is to utilize their fuel card contract with Texas Fleet. ESC19 has numerous contracts which the City may utilize in the future. The Purchasing Dept. did speak with ESC 19 to confirm the registration process, verified standing of Texas Fleet and discussed contracts available. Additionally the City Attorney has reviewed/approved the Inter-local Agreement.

Staff's recommendation to council is that the City join ESC19 Purchasing Cooperative in order to utilize the purchasing power in order to gain the best value for the City.

Previous Council Action:

No previous council action taken

Financial Implications:

There is no financial impact associated with this item.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- ESC 19 Interlocal Agreement
-



Serving the Educational Communities of El Paso & Hudspeth Counties

**EDUCATION SERVICE CENTER REGION 19
ALLIED STATES COOPERATIVE
6611 BOEING DRIVE
EL PASO, TX 79925-1010
915-780-5019 / Fax: 915-780-5061**

**INTERLOCAL AGREEMENT
(SS-PUR-F025.6)**

Upon agreement and authorized approval, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary rate. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees from all suits and actions resulting from any breach of this Agreement. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC
- Pay awarded vendors in compliance with the payment terms set forth in the contracts
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors.

AUTHORIZATION OF THE INTERLOCAL AGREEMENT

<u>Purchasing Cooperative Member</u>	<u>Region 19 Education Service Center</u>
Name of District/Agency	Armando Aguirre, Ed.D.
Name of Authorized Person	Authorized Signature
Signature of Authorized Person	Date
Title	
Date	

DISTRICT/AGENCY CONTACT

Name: _____ Address: _____

Street

Email

City

State

Zip Code

Telephone

Fax

Please return approved agreement to: **Purchasing Manager
ESC-Region 19 Allied States Cooperative
6611 Boeing Drive, El Paso, TX 79925**



CITY COUNCIL AGENDA

6/21/2016

Agenda Item: 4c

Item/Subject: Consider awarding Texas Fleet Fuel of a fuel card system for use with City vehicles and equipment to replace the City's fuel sites.

Initiating Department/Presenter: Public Works

Presenter: Carol Reed/Public Works Director, Mike Clouds/Fleet Superintendent

Recommended Motion: Move to approve authorizing the City Manager to purchase fuel for City vehicles and equipment utilizing the Texas Fleet Fuel card system.

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

Discussion:

The City owns two fuel sites for fueling City vehicles, the Service Center (unleaded and diesel) and the Transfer Station (diesel). The Service Center has been notified by its current insurer that they will not continue to insure the fueling system due to age once the current policy would expire. The primary fueling station located at the Service Center was installed in 1975 and has exceeded its life expectancy of 30 years. Additionally the pumps have exceeded their life and reached obsolescence. Budgetary opinion of cost estimate to replace the fuel tanks (to include acquisition, installation, surveying, engineering and construction) is \$350,000.00.

Insurance is becoming difficult to obtain. Our previous insurance provider dropped us because of the age of the tanks. The City did locate another insurance carrier with a one year term to expire May 2017. The fuel pumps have deteriorated to the point that one fuel pump has been taken out of service due to parts not readily available and the cost of repair exceeds the pumps value. The current fuel software system is based on a DOS Operating system with the vendor providing maintenance and support. However, due to a DOS system city staff is relying heavily on the vendor during outages. The typical age of underground fuel tanks is approximately 40 years.

City staff has explored a number of options to address the issue, including (1) replacement with new underground storage tanks, (2) replacement with new aboveground storage tanks, and (3) an offsite point-of-sale fueling system commonly referred to as a fuel card system.

Staff recommends option 3, a fuel card system, to eliminate the following expenditures and responsibilities:

- Replacement of Service Center Fuel Station (Pumps, Tanks, Lines) - \$379,836
- Annual tank and pump maintenance and management - \$21,325
- Annual insurance policies and claims - \$3,541
- Annual software – \$3,620
- Annual TCEQ Testing - \$1,350
- Total Annual Maintenance Cost - \$29,836

A fuel card would allow the following advantages:

- Eliminates purchasing new equipment, responsibility of required recordkeeping with associated costs and maintenance
- With a possible Service Center remodel/relocation this would allow an alternative fuel system while this decision is pending with any capital expenditure
- Police officers to obtain premium grade fuel for motorcycles at a discounted price per gallon
- The fuel card allows staff to obtain fuel in their work area/zone
- Currently there are 17 locations within the City Limits of Huntsville which fuel can be obtain through the TX Fleet Fuel System

Staff researched several fuel card systems. The recommended vendor is Texas Fleet Fuel. Texas Fleet Fuel offers several safeguards and fraud prevention measures.

- Reporting – Numerous management reports, account activity and vehicle reports
- Safeguards – Staff will be assigned a PIN and the equipment is assigned an asset number
- All assets are tracked by the odometer usage vs. fuel conception

Pricing is based off the fuel terminal rate with an approximate increase of .12 cents per gallon. This contract is available through the Education Service Center Region 19 Purchasing Cooperative (ESC19) Contract 946-C1.

Fuel funds are available through the department's adopted FY 2015-2016 Operating Budget. The contract is for the purchase of fuel on an as-needed basis. Actual expenditures may be more or less depending on actual needs but will not exceed appropriated funds. Staff has developed a policy to address fuel card usage.

Previous Council Action:

The City has not presented this previously to City Council.

Financial Implications:

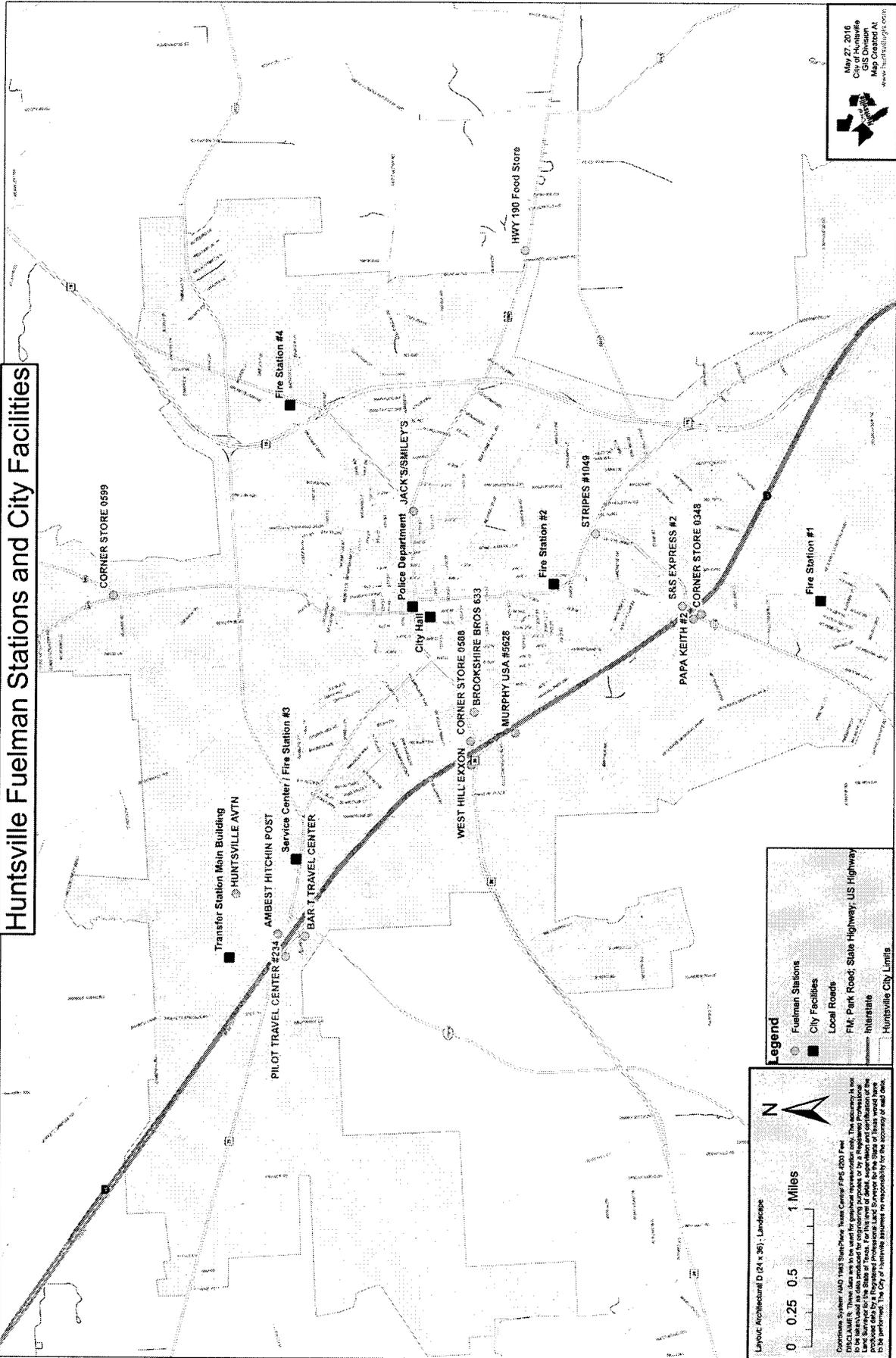
Item is budgeted: In the amount of \$760,942 for Fuel City wide in all Divisions for FY 15 – 16. The estimated additional \$0.12 per gallon cost is expected to be offset by elimination of the annual maintenance costs as shared in the Discussion section.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Map of fueling locations

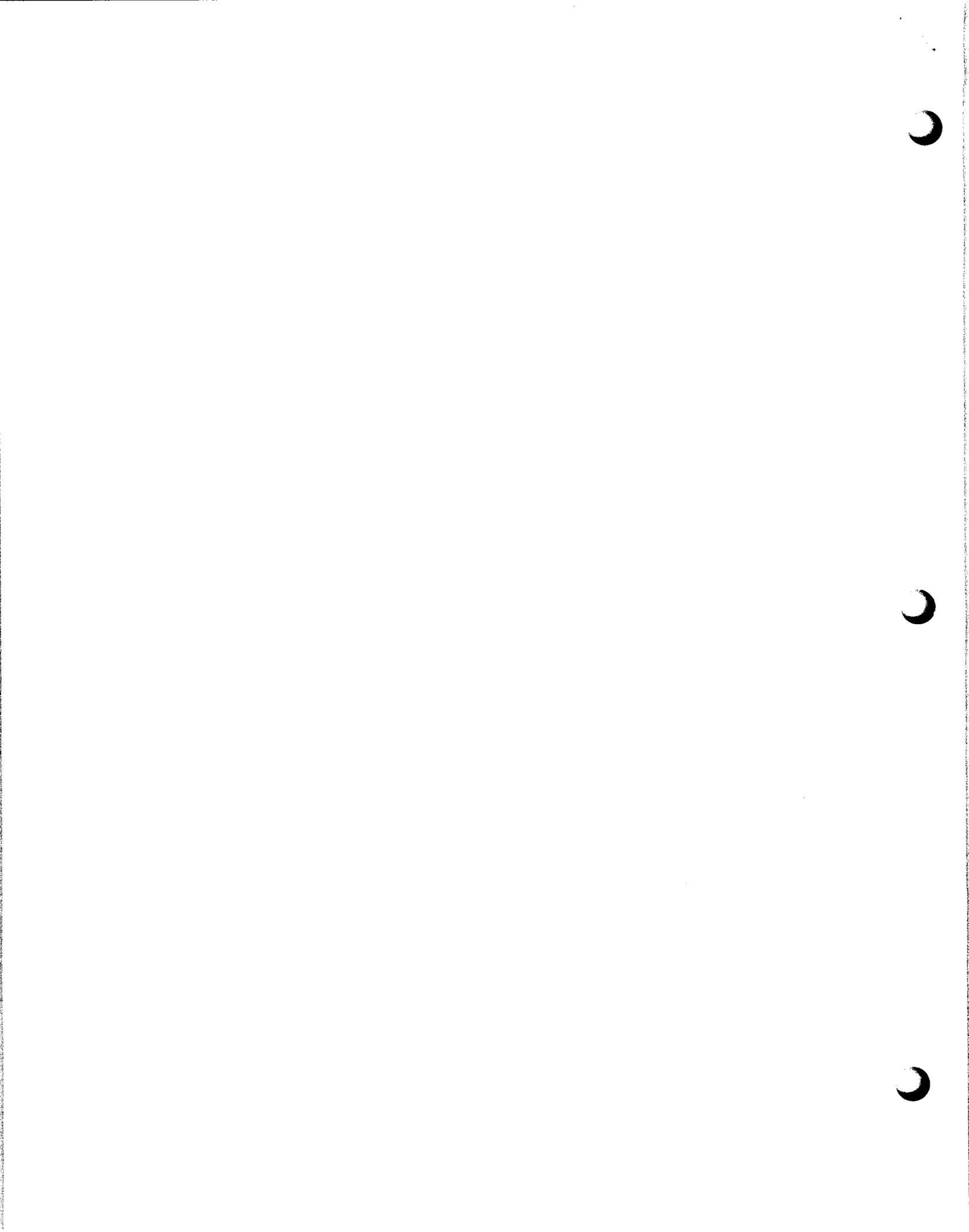
Huntsville Fuelman Stations and City Facilities



0 0.25 0.5 1 Miles
 North Arrow
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Legend
 Fuelman Stations
 City Facilities
 Local Roads
 FM, Park Road, State Highway, US Highway
 Interstate
 Huntsville City Limits

May 27, 2016
 City of Huntsville
 GIS Division
 M. Smith
 www.huntsvillega.com





CITY COUNCIL AGENDA

6/21/2016
Agenda Item: 4d

Item/Subject: Consider purchase of bulk fuel from Mansfield Oil utilizing the National IPA Cooperative.

Initiating Department/Presenter: Public Works

Presenter: Carol Reed, Director of Public Works

Recommended Motion: Move to approve the purchase of bulk fuel from Mansfield Oil utilizing the National IPA Cooperative.

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

Discussion: The City of Huntsville is transitioning from self-fueling operations at on-site fueling stations at the Service Center and Transfer Station to a fuel card system. However, the current contract for fuel will expire prior to prior to final transition. Staff is recommending purchasing fuel utilizing a cooperative until a final decision can be made on the method of purchasing fuel. Staff looked at several cooperatives for bulk fuel: 1) National IPA Cooperative, Mansfield Oil and Martin Eagle 2) The Cooperative Purchasing Network, Sun Coast Resources 3) TXMAS Cooperative, TAC Energy and 4) Tarrant County Cooperative, Martin Eagle and TAC Energy.

Staff has been in discussions with Mansfield Oil utilizing the National IPA Cooperative. The City is a member of National IPA Cooperative. Mansfield Oil has been awarded the bulk fuel contract under National IPA and Mansfield Oil is in good standing with National IPA. Mansfield Oil is agreeable to supplying fuel with no commitment of quantity or time and Mansfield Oil is available for immediate delivery. The per gallon price is based on the nearest terminal daily OPIS average, plus freight, pump off and taxes. (City must pay fuel LUST and PST taxes). The average gallons used per month is 28,000.

Previous Council Action:

May 15, 2012 – Formal Bid of Bulk Fuel

Financial Implications:

Item is budgeted: In the amount of \$760,942 for Fuel City wide in all Divisions for FY 15 – 16.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Letter from Mansfield Oil

TO: National IPA Fuel Supply Participants

We are pleased to announce that Mansfield Oil Company has been awarded the comprehensive, solutions-based contract covering the supply and distribution of fuel products. We welcome your agency and fuel users to this program and look forward to providing our unmatched fuel solutions to your organization.

You will enjoy many enhancements to your existing bulk fuel program including electronic invoicing, email and voice interface with dedicated service representatives, indexed and measureable pricing and online invoice and BOL access. Other benefits include:

- Security and control of payment process
- Timely and accurate electronic fuel transaction data
- 24/7/365 customer service toll free
- Indexed and measureable pricing
- Online invoice, delivery ticket and BOL access

The attached forms must be completed and returned to Bill Hammond at bhammond@mansfieldoil.com to establish your account. Please be sure to include your FEIN number in the space provided. The excise tax exemption forms for gasoline and diesel fuel must be signed and returned as well. Upon account setup, you will receive your account number along with a toll free number and ordering instructions. We appreciate your assistance in streamlining the set up process.

We would be happy to discuss this program with you and field any questions you may have. Please call Bill Hammond at 678-450-2082 for more information and to begin enjoying the advantages that Mansfield Oil brings to the National IPA Fuel Program. We welcome you to visit our website at www.mansfieldoil.com.

Thank you again for selecting Mansfield Oil Company. We look forward to partnering with you to provide superior fuels and fuel services.

Sincerely,

Josh

Epperson
Director, Government Services
jepperson@mansfieldoil.com
970-333-1475

Contact Information for Bulk Fuel Participants

Contract Administrator:	Bill Hammond	678-450-2082	bhammond@mansfieldoil.com
Customer Service:	Freida McLendon	678-450-266	fmclendon@mansfieldoil.com
Government Services Director:	Josh Epperson	970-333-1475	jepperson@mansfieldoil.com



CITY COUNCIL AGENDA

6/21/2016

Agenda Item: 4e

Item/Subject: Consider awarding various streets to be milled and paved with asphalt to AAA Asphalt Paving.

Initiating Department/Presenter: Public Works

Presenter: Carol Reed, Director of Public Works

Recommended Motion: Approve the City Manager to award various streets to be milled and paved with asphalt to AAA Asphalt Paving.

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

Discussion: The City has outsourced street paving jobs over the years. For FY 15-16 the following streets were scheduled for milling and paving: Ave. O (19th to 23rd) Bent Bought Park (Pine Grove – Raven Hill), Thornwood Way (FM 1374 – Pine Grove) and University Ave (7th – North 600ft). The recent street assessment study indicates that Ave. Q (15th – 18th) should be substituted for Ave. O which results in a reduction of 657 square yards from the bid tab. The recommended low responder, AAA Asphalt was contacted and was agreeable to this change. The City will be charged \$15.50 per square yard for approximately 14,881 square yards or \$230,655.50.

The City conducted the purchasing process under an open formal sealed bid procedure. The invitation to bid was sent to 15 vendors, placed on Electronic State Business Daily, Public Purchase, City of Huntsville Web Site and in the Huntsville Item. There were four responses received.

The recommended vendor AAA Asphalt Paving has completed work previously (Magnolia Way – Forest Hills) for the City, on time and on budget. Additionally the City did contact other references with no negative responses.

The Invitation to Bid requested a price per square yard for future paving projects during this paving season.

Previous Council Action: This type of service has not recently been taken to council.

Financial Implications:

Item is budgeted: 101-323-53051 In the amount of \$ 615,232 (the balance in the acct. year to date)

Approvals: City Attorney Director of Finance City Manager

Associated Information:
Bid Tabulation (page 2)

Bid No. 16 - 14

6/6/2016

Outsourcing Street

2:00 PM Central Standard Time



Bid Tabulation

Description	Square Yards	AAA Asphalt Paving		Larry Young Paving		CCC Blacktopping LLC		SAH Asphalt Paving	
		Per Square Yard	Total	Per Square Yard	Total	Per Square Yard	Total	Per Square Yard	Total
Avenue O	5,634	\$ 15.50	\$ 87,327.00	\$ 16.75	\$ 94,369.50	\$ 24.77	\$ 139,554.18	\$ 35.70	\$ 201,133.80
Bent Bough	2,658	\$ 15.50	\$ 41,199.00	\$ 16.75	\$ 44,521.50	\$ 24.77	\$ 65,838.66	\$ 35.70	\$ 94,890.60
Thornwood Way	4,246	\$ 15.50	\$ 65,813.00	\$ 16.75	\$ 71,120.50	\$ 24.77	\$ 105,173.42	\$ 35.70	\$ 151,582.20
University Ave	3,000	\$ 15.50	\$ 46,500.00	\$ 16.75	\$ 50,250.00	\$ 24.77	\$ 74,310.00	\$ 35.70	\$ 107,100.00
Total			\$ 240,839.00		\$ 260,261.50		\$ 384,876.26		\$ 554,706.60
Additional Services per Square Yard		\$ 16.00		\$ 16.75		\$ 24.77		\$ 35.70	

*NOTICE: Bid award is contingent upon vendor meeting bid requirements and formal authorization by City officials


 Daryl L. Brimmore, Assistant Public Works Director



CITY COUNCIL AGENDA

6/21/2016

Agenda Item: 4f

Item/Subject: Consider authorizing the City Manager to enter into a Utility Agreement with Texas Department of Transportation (TxDOT) for relocating water and sewer lines near IH-45 and SH 19 Interchange and adopting associated budget amendment Ordinance 2016-28.

Initiating Department/Presenter: Engineering

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

Recommended Motion: Move to authorize the City Manager to enter into an Utility Agreement with Texas Department (TxDOT) for relocating water and sewer lines in the vicinity of IH-45 and SH 19 Interchange and approve the associated budget amendment Ordinance 2016-28.

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

Discussion: Texas Department of Transportation (TxDOT) has planned to widen IH-45 from the South County line to SH 19 Interchange. The timeline for letting IH 45 widening project for construction by TxDOT is not known at this time. However, before such widening work can begin, TxDOT is ensuring that all existing utilities that are in conflict with IH 45 widening work are relocated. The City has existing 12" water line and 10" sewer line in the vicinity that are needed to be relocated (see the attached location map).

The City has completed the relocation design. The City has up-sized waterline from the existing 12" to 18" and sewer line from the existing 10" to 15" in the proposed design. The upsizing is necessary because of both current capacity issues and future growth.

The cost of water and sewer line relocation designs and construction is 100% reimbursable by TxDOT for all relocations using the same size pipes, valves, etc. as existing ones. This is considered "In-Kind Replacement". Any upsizing of pipes and other associated appurtenances will be considered as "Elective Betterment" and the increased cost for such up sizing shall be met by the City.

The total cost of relocation design and estimated construction is \$836,940.50. Out of this, the increased cost of upsizing water and sewer lines, also termed as "Elective Betterment", is \$258,601.39 (\$186,307.83 for water and \$72,293.56 for sewer) that will need to be paid by the City to TxDOT. The TxDOT reimburses the remainder ($836,940.50 - 258,601.39 = 578,339.11$). Construction costs are estimated costs and final amounts are dependent on the actual bid prices. Detail cost estimates for both "In-Kind Replacement" and "Elective Betterment" are included in Attachment "G" of the Utility Agreement (see pages 21 – 25). Again, both cost estimates do include design cost.

The City has now received Utility Agreement documents for City's execution for the funding arrange. The City will bid the utility relocation project as soon as the full execution of the Utility Agreement by TxDOT, which is expected to be sometime in early July. The relocation work will be achieved in less than 90 days.

Previous Council Action: Per a notification in City Manager's "Friday Memo" dated October 2, 2015,

\$49,000 (\$24,500 each for water and wastewater) had previously been budgeted for Engineering services with the monies/funds coming from Future Appropriations of water and wastewater funds.

Financial Implications:

Item is budgeted: A/c 701 – 7253 - \$24,500 previously budgeted with \$24,440 committed
A/c 702 – 7176 – \$24,500 previously budgeted with \$24,440 committed

See attached Ordinance #2016-0028 and Exhibit “A”;

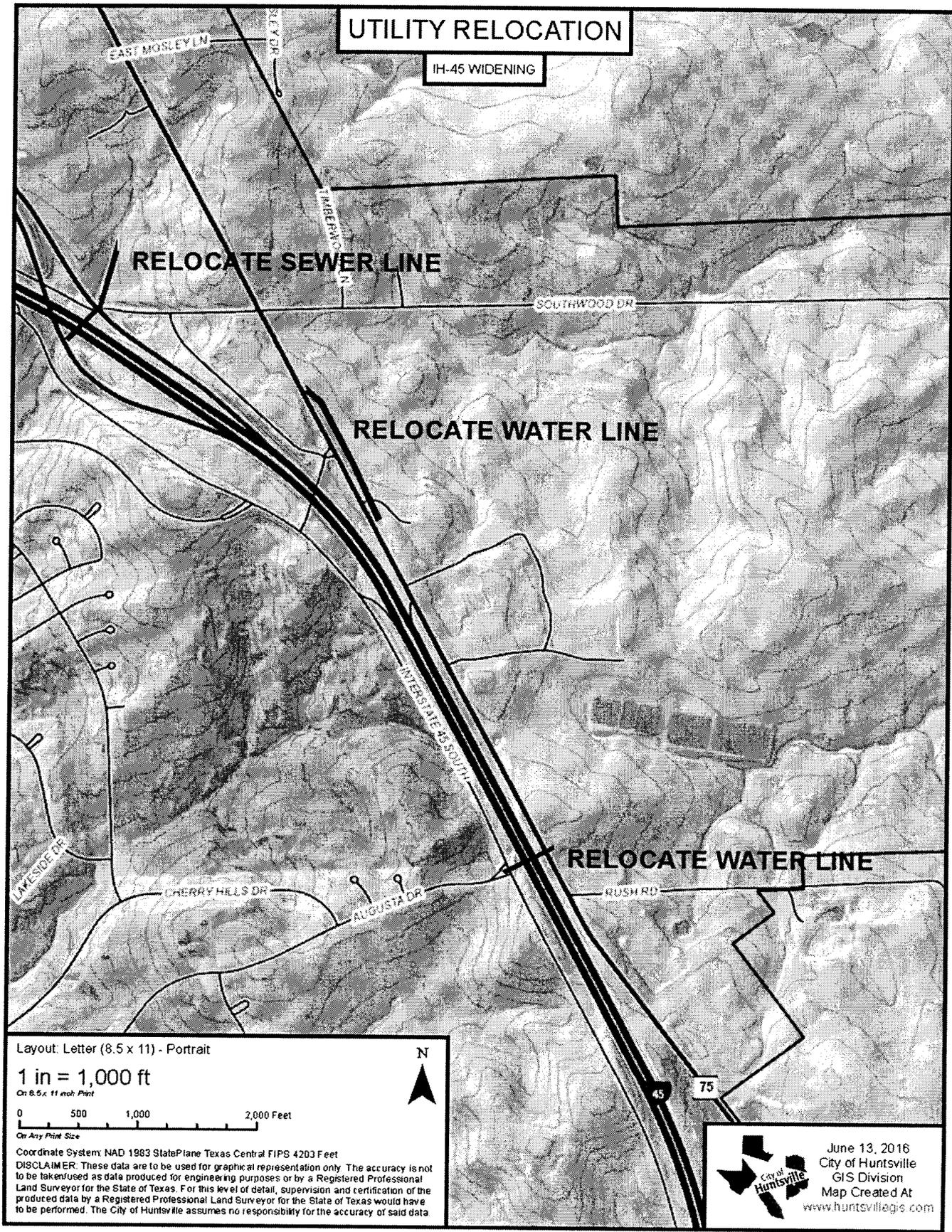
- (i) Requesting an additional \$578,432 of budget for the Water utility relocate with \$186,308 coming from Water CIP Unallocated and the balance will be paid for from reimbursements from TXDOT; and
- (ii) Requesting an additional \$209,509 of budget for the Wastewater utility relocate with \$72,294 coming from Wastewater CIP Unallocated and the balance will be paid from reimbursements from TXDOT.

In addition, as part of Ordinance 2016-28 and Exhibit “A” but separate Budget Amendments from the TXDOT utilities relocate are budget amendments to move unused budget from various completed Wastewater CIP projects to “Unallocated” in the Wastewater CIP Fund.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Project location map (page 3)
- TxDOT Utility Agreement (pages 4 - 26)
- Ordinance 2016-28 for Budget Amendment (page 27)
- Exhibit “A” to Budget Amendment (Pages 28)



Layout: Letter (8.5 x 11) - Portrait

1 in = 1,000 ft

On 8.5 x 11 inch Print

0 500 1,000 2,000 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/used 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.

June 13, 2016
 City of Huntsville
 GIS Division
 Map Created At
www.huntsvillegis.com

STANDARD UTILITY AGREEMENT

District: Bryan
Federal Project No.: N/A
ROW CSJ: 0675-07-102
Highway Project Letting Date: Nov. 2016

U-Number: **U14493**
County: Walker
Highway: IH-45
From: 0.5 miles North of Vick Spring Rd
To: 0.3 Miles North of SH-19

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Huntsville, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of approximately 2,200 linear feet of waterline and 1,000 linear feet of sanitary sewer; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **State** not later than 90 days after completion of the work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Initial Date
TxDOT

Initial Date
Utility

Alternatively, **State** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **State** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment - ROW-U-JUA and/or Utility Installation Request - Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State and Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that TxDOT makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Huntsville
Name of Utility

By: _____
Authorized Signature

Matt Benoit
Print or Type Name

Title: City Manager

Date: 05/24/2016

EXECUTION RECOMMENDED:

Director of TP&D (or designee), District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment "A"

Plans, Specifications, and Estimate

Plans, Specifications, and Itemized Estimates
are included under separate cover

Material Statement



Sheet 1 of 3

Supplier:
Address:

County: Walker
Project: IH-45 Widening, Phase I Utility Relocations
Control:
Contractor:

Contract No.:

Purchase Order No.	Quantity (Amt./ Units)	Material Description	Mill Name	Heat No.	Material Use	Required Spec.	Documentation MTR	Documentation Cert.
	2500 lbs	Rebar for headwall replacement						
	419 LF	30" Encasement pipe						
	58 LF	12" Encasement pipe						
	7	18" Gate Valves						
	11	18" Anchor Coupling						
	1	18" x 12" D.I. Tee						
	2	18" x 6" D.I. Tee						
	5	18" x 12" D.I. Reducer						
	1	18" D.I. 90 deg. Bend						
	6	18" D.I. 45 deg. Bend						

This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. Manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The attached mill test reports (MTRs) and Certifications (Cert.) are offered as proof of Domestic Origin.

Subscribed and sworn to before me this _____ day of _____,

I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct and that I am authorized to sign for the Firm listed below.

Notary Public _____

(Authorized Corporate Official Signature)

Date

My Commission expires: _____,

(Type Name and Title)

(Firm Name)

Material Statement

Sheet 2 of 3



Supplier: _____
Address: _____

County: Walker
Project: IH-45 Widening, Phase 1 Utility Relocations
Control: _____
Contractor: _____

Contract No.: _____

Purchase Order No.	Quantity (Amt./ Units)	Material Description	Mill Name	Heat No.	Material Use	Required Spec.	Documentation MTR	Cert.
	4	18" D.I. 22.5 deg. Bend						
	4	18" D.I. 11.25 deg. Bend						
	1	12" Gate Valve						
	3	12" Anchor Coupling						
	1	6" D.I. Tee						
	2	6" Gate Valve						
	2	6" Anchor Coupling						
	1	6" D.I. 90 Deg. Bend						
	1	6" D.I. Cap						
	1	6" D.I. Plug						

This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. Manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The attached mill test reports (MTRs) and Certifications (Cert.) are offered as proof of Domestic Origin.

Subscribed and sworn to before me this _____ day of _____, _____.

I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct and that I am authorized to sign for the Firm listed below.

Notary Public _____

(Authorized Corporate Official Signature)

Date

My Commission expires: _____, _____.

(Type Name and Title)

(Firm Name)

Attachment "B"

Utility's Accounting Method

For this project, the Utility selects the following method for developing utility relocation costs;

Actual Cost Method of Accounting: Utility Accumulates costs under work order accounting procedures prescribed by the Federal or State regulatory body; and the utility proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting: Utility proposes to request reimbursement based upon an agreed lump sum amount supported by a detailed cost analysis.

Attachment “C”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement from TxDOT:

Start Date: July 6, 2016

Construction Days: 90

Estimated Date of Completion: October 4, 2016

Attachment "D"

Statement Covering Contract Work

Please see attached TxDOT Form ROW-U-48.



**STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)**

U-Number: U14493

ROW CSJ Number: 0675-07-099 District: Bryan
 County: Walker Highway No.: IH-45
 Federal Project No.: NH 2016(327)

I, _____, a duly authorized and qualified representative of
City of Huntsville, hereinafter referred to as **Owner**, am fully cognizant of the
 facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate
 to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to
 perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

 Signature

 City Manager

 Title

05/09/2016

 Date

U48

Attachment "E"

Utility Joint Use Acknowledgment

Please see the attached TxDOT ROW-U-UJAA and Form 1082



UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

Form ROW-U-RJAA
(Rev. 05/16)
Page 1 of 2

U-Number: U14493

ROW CSJ: 0675-07-102 County: Walker
District: Bryan Highway: IH-45
Federal Project No.: N/A From: 0.5 Miles North of Vick Spring Road
Projected Highway Letting Date: 11/01/16 To: 0.3 Miles North of SH-19

WHEREAS, the State of Texas, ("State"), acting by and through the Texas Department of Transportation ("TxDOT"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of Huntsville ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify TxDOT at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify TxDOT promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, TxDOT shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access highway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the State to the Utility setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided TxDOT is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of highway traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial Date Initial Date
TxDOT Utility



If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise TxDOT of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the State or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that TxDOT makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the State, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

EXECUTION RECOMMENDED:

Utility: City of Huntsville

Name of Utility

Director of TP&D: District

By: _____
Authorized Signature
Matt Benoit

Print or Type Name

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer

Date: _____

Title: City Manager

Date: _____

Initial Date
TxDOT

Initial Date
Utility



Utility Installation Request

Form 1082
(Rev. 12/09)
Page 1 of 2

PERMIT NUMBER		
GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD)		
	LATITUDE (DD)	LONGITUDE (DD)
BEGIN	30.667515°	30.681807°
END	-95.515648°	-95.525258°

To the Texas Transportation Commission
c/o District Engineer Texas Department of Transportation
Huntsville, Texas

Date 05/09/2016

Formal notice is hereby given that City of Huntsville

proposes to place a Water and Sewer Line

line within the right of way of _____, RM _____, Displ. _____, to RM _____ Displ. _____ in
Walker County Texas, MNT Sec. No. _____ as follows: (give location, length, general design, etc.

Use additional sheet as needed)

Relocation of approximately 2,200 linear feet of waterline and 1,000 linear feet of sanitary sewer within the IH-45 ROW in the City of

Huntsville as part of the TxDOT IH-45 Widening project, Phase 1 Utility Relocations.

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT at any time, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request (Request). We will give plans to TxDOT for each future proposed modification or expansion to our facility and TxDOT will have 30 days to review and approve the plans prior to commencement of the work. A new Request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions." We will also ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing, modifying or maintaining our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, § 203.031 (<http://www.statutes.legis.state.tx.us/>). We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title or easement in or upon highway right of way. TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving us at least 30 days written notice. We understand a new Request will be required for the relocation. We will notify TxDOT prior to commencement of any operation which requires pruning of trees so that TxDOT may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway beautification plantings and by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances. We will make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. We will not open-cut driveways or intersecting roadways without specific written permission from the owner.

Following approval, we will begin construction on or after _____
Month/Day/Year

We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

Additional Provisions and Requirements (for TxDOT Input only)
<p>• General Special Provisions:</p> <p><input type="checkbox"/> Are attached.</p> <p><input checked="" type="checkbox"/> Are not attached.</p>
<p>• As-built Plans/Certifications of Construction:</p> <p><input type="checkbox"/> Are required and shall be certified as accurate by an authorized representative of the company.</p> <p><input type="checkbox"/> Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.</p> <p><input type="checkbox"/> Are not required</p> <p><input type="checkbox"/> Certification that utility was installed as approved</p>
<p>• Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:</p> <p><input type="checkbox"/> in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:</p> <p><input checked="" type="checkbox"/> as indicated on the attachment.</p>
<p>TxDOT Representative to be notified 48 hours prior to beginning construction:</p>

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will at our expense remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

REQUESTOR			
Date: 05/09/2016			
By: Matt Benolt			
Signature:			
Title: City Manager			
Address: 448 State Highway 75 North			
Huntsville	TX	77320	
City	State	Zip Code	
(936)	291-5400		
Area Code	Telephone Number		

APPROVED BY TxDOT		
Date:		
By:		
Signature:		
Title:		
Address:		
City	State	Zip Code
()	()	
Area Code	Telephone Number	

Attachment "F"

Eligibility Ratio

Texas Transportation Code, 203.092 provides that the adjustment of any utility facilities necessitated by the improvement of any highway on the interstate highway system will be made by the utility at the expense of TxDOT, provided such adjustment is eligible for Federal participation.

Linear Feet of Utility in Interstate ROW:	3440
Linear Feet of Utility Outside Interstate ROW:	15
Eligibility Ratio	99.57%

Attachment "G"

Betterment Calculations and Estimate

See "Engineer's Opinion of Probable Construction Costs for Elective Betterment", under separate cover.

Estimate of In-Kind Replacement (See itemized estimate, Under separate cover)	\$580,876.50
Estimate with Elective Betterment (See itemized estimate, Under separate cover)	\$836,940.50
Estimate for TxDOT Reimbursement	\$578,339.11
Estimate for City of Huntsville funding	\$258,601.39
Elective Betterment Credit Percentage:	30.90%

IH-45 Widening, Phase 1 Utilities Relocation

CoH Project #15-09-23, MBESI Project #10250023

Engineer's Opinion of Probable Construction Costs for "In-Kind Replacement"

March 24, 2016

Item #	Description	Unit	Quantity	Unit Price	Total
1.00 Site Preparation					
1.01	Mobilization	LS	1	\$32,000	\$32,000.00
1.02	Fill & Abandon Existing Pipe (all sizes)	LF	3803	\$3.00	\$11,409.00
1.03	Remove Existing Pipe from Access Tunnel	LF	405	\$8.00	\$3,240.00
1.04	Remove Existing Waterline Tee	EA	2	\$1,500.00	\$3,000.00
1.05	Demolish Existing manhole	EA	3	\$2,500.00	\$7,500.00
1.06*	Sawcut, remove, and replace existing headwall	LF	20	\$800.00	\$16,000.00
1.07	Clearing & Grubbing	AC	0.2	\$5,000.00	\$1,000.00
Mobilization Subtotal:					\$74,149.00
2.00 Waterline Improvements					
2.01	6" AWWA C900, CL235 PVC – Non-Str. Backfill	LF	227	\$25.00	\$5,675.00
2.02	12" AWWA C900, CL235 PVC – Joint Restrained Pipe	LF	560	\$46.00	\$25,760.00
2.03	12" AWWA C900, CL235 PVC – Non-Str. Backfill	LF	1627	\$35.00	\$56,945.00
2.04*	20" Bore & Steel Encasement	LF	419	\$250.00	\$104,750.00
2.05*	12" Bore & Steel Encasement	LF	58	\$100.00	\$5,800.00
2.06*	12" D.I. Tee	EA	1	\$1,200.00	\$1,200.00
2.07*	12" x 6" D.I. Tee	EA	2	\$1,200.00	\$2,400.00
2.08*	12" Gate Valve	EA	8	\$2,500.00	\$20,000.00
2.09*	12" Compression Coupling	EA	1	\$900.00	\$900.00
2.10*	12" Anchor Coupling	EA	12	\$750.00	\$9,000.00
2.11*	12" D.I. 90 deg. Bend	EA	1	\$900.00	\$900.00
2.12*	12" D.I. 45 deg. Bend	EA	6	\$800.00	\$4,800.00
2.13*	12" D.I. 22.5 deg. Bend	EA	4	\$750.00	\$3,000.00
2.14*	12" D.I. 11.25 deg. Bend	EA	4	\$725.00	\$2,900.00
2.15*	6" D.I. Tee	EA	1	\$400.00	\$400.00
2.16*	6" Gate Valve	EA	2	\$1,100.00	\$2,200.00
2.17*	6" Anchor Coupling	EA	2	\$500.00	\$1,000.00
2.18*	6" D.I. 90 Deg. Bend	EA	1	\$400.00	\$400.00
2.19*	6" D.I. Cap	EA	1	\$400.00	\$400.00
2.20*	6" D.I. Plug with 2" Tap	EA	1	\$1,000.00	\$1,000.00
2.21	Connect to Existing Waterline	EA	8	\$1,000.00	\$8,000.00
Waterline Improvements Subtotal:					\$257,430.00

IH-45 Widening, Phase 1 Utilities Relocation

CoH Project #15-09-23, MBESI Project #10250023

Engineer's Opinion of Probable Construction Costs for "In-Kind Replacement"

March 24, 2016

Item #	Description	Unit	Quantity	Unit Price	Total
3.00 Sewer Improvements					
3.01	10" ASTM D3034, SDR 26, PVC	LF	364	\$25.00	\$9,100.00
3.02	10" ASTM D2241, CL160 PVC - Certa-Lok Restrained-Joint	LF	662	\$38.00	\$25,156.00
3.03*	16" Bore & Steel Encasement	LF	603	\$200.00	\$120,600.00
3.04*	16" Steel Encasement	LF	75	\$60.00	\$4,500.00
3.05	4' Dia. Precast Concrete Manhole, 0-6 ft. deep	EA	2	\$3,500.00	\$7,000.00
3.06	Extra Depth for 4' Dia. Manhole (>6 ft.)	VF	22	\$200.00	\$4,400.00
3.07	Bypass Pumping	LS	1	\$6,000.00	\$6,000.00
3.08	Connection to Existing Manhole.	EA	2	\$1,500.00	\$3,000.00
Sewer Improvements Subtotal:					\$179,756.00
4.00 Erosion Control					
4.01	SWPPP (Includes monitoring, record keeping, maintenance and cleanup)	LS	1	\$6,200.00	\$6,200.00
4.02	Silt Fence	LF	260	\$3.00	\$780.00
4.03	Hydroseeding and Fibermulch	SY	3841	\$2.00	\$7,682.00
4.04	Type 3 Rock Filter Dam	LF	75	\$100.00	\$7,500.00
Erosion Control Subtotal:					\$22,162.00
* indicates "Buy American" items					
Construction Cost:					533,497.00
Professional Fees (Lump Sum, see contract):					47,379.50
TOTAL PROJECT COST FOR REIMBURSEMENT:					580,876.50

The above project cost estimate is based on the preliminary engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase or decrease in cost.

Prepared by: Christopher P. Frerich
 Christopher P. Frerich, P.E. 03/24/2016
 McClure & Browne Engineering/Surveying, Inc.
 Firm Reg. No. F-458



IH-45 Widening, Phase 1 Utilities Relocation

CoH Project #15-09-23, MBESI Project #10250023

Engineer's Opinion of Probable Construction Costs for "Elective Betterment"

March 24, 2016

Item #	Description	Unit	Quantity	Unit Price	Total
1.00 Site Preparation					
1.01	Mobilization	LS	1	\$32,000	\$32,000.00
1.02	Fill & Abandon Existing Pipe (all sizes)	LF	3803	\$3.00	\$11,409.00
1.03	Remove Existing Pipe from Access Tunnel	LF	405	\$10.00	\$4,050.00
1.04	Remove Existing Waterline Tee	EA	2	\$1,500.00	\$3,000.00
1.05	Demolish Existing manhole	EA	3	\$2,500.00	\$7,500.00
1.06*	Sawcut, remove, and replace existing headwall	LF	20	\$800.00	\$16,000.00
1.07	Clearing & Grubbing	AC	0.2	\$5,000.00	\$1,000.00
Site Preparation Subtotal:					\$74,959.00
2.00 Waterline Improvements					
2.01	6" AWWA C900, CL235 PVC - Non-Str. Backfill	LF	227	\$25.00	\$5,675.00
2.02	18" AWWA C905, CL235 PVC - Joint Restrained Pipe	LF	560	\$85.00	\$47,600.00
2.03	18" AWWA C905, CL235 PVC - Non-Str. Backfill	LF	1627	\$45.00	\$73,215.00
2.04*	30" Bore & Steel Encasement	LF	419	\$350.00	\$146,650.00
2.05*	12" Bore & Steel Encasement	LF	58	\$100.00	\$5,800.00
2.06*	18" Gate Valve	EA	7	\$11,000.00	\$77,000.00
2.07*	18" Anchor Coupling	EA	11	\$1,000.00	\$11,000.00
2.08*	18' x 12" D.I. Tee	EA	1	\$2,000.00	\$2,000.00
2.09*	18" x 6" D.I. Tee	EA	2	\$1,800.00	\$3,600.00
2.10*	18" x 12" D.I. Reducer	EA	5	\$1,800.00	\$9,000.00
2.11*	18" D.I. 90 deg. Bend	EA	1	\$2,000.00	\$2,000.00
2.12*	18" D.I. 45 deg. Bend	EA	6	\$1,900.00	\$11,400.00
2.13*	18" D.I. 22.5 deg. Bend	EA	4	\$1,800.00	\$7,200.00
2.14*	18" D.I. 11.25 deg. Bend	EA	4	\$1,750.00	\$7,000.00
2.15*	12" Gate Valve	EA	1	\$2,500.00	\$2,500.00
2.16	12" Compression Coupling	EA	1	\$900.00	\$900.00
2.17*	12" Anchor Coupling	EA	3	\$750.00	\$2,250.00
2.18*	6" D.I. Tee	EA	1	\$400.00	\$400.00
2.19*	6" Gate Valve	EA	2	\$1,200.00	\$2,400.00
2.20*	6" Anchor Coupling	EA	2	\$500.00	\$1,000.00
2.21*	6" D.I. 90 Deg. Bend	EA	1	\$400.00	\$400.00
2.22*	6" D.I. Cap	EA	1	\$400.00	\$400.00
2.23*	6" D.I. Plug with 2" Tap	EA	1	\$1,000.00	\$1,000.00
2.24	Connect to Existing Waterline	EA	8	\$2,500.00	\$20,000.00
Waterline Improvements Subtotal:					\$440,390.00

IH-45 Widening, Phase 1 Utilities Relocation

CoH Project #15-09-23, MBESI Project #10250023

Engineer's Opinion of Probable Construction Costs for "Elective Betterment"

March 24, 2016

Item #	Description	Unit	Quantity	Unit Price	Total
3.00 Sewer Improvements					
3.01	15" ASTM D3034, SDR 26, PVC	LF	364	\$40.00	\$14,560.00
3.02	16" ASTM D2241, CL160 PVC - Certa-Lok Restrained-Joint	LF	662	\$45.00	\$29,790.00
3.03*	24" Bore & Steel Encasement	LF	603	\$300.00	\$180,900.00
3.04*	24" Steel Encasement	LF	75	\$60.00	\$4,500.00
3.05	4' Dia. Precast Concrete Manhole, 0-6 ft. deep	EA	2	\$3,500.00	\$7,000.00
3.06	Extra Depth for 4' Dia. Manhole (>6 ft.)	VF	22	\$200.00	\$4,400.00
3.07	Bypass Pumping	LS	1	\$6,000.00	\$6,000.00
3.08	Connection to Existing Manhole.	EA	2	\$1,500.00	\$3,000.00
Sewer Improvements Subtotal:					\$250,150.00
4.00 Erosion Control					
4.01	SWPPP (Includes monitoring, record keeping, maintenance and cleanup)	LS	1	\$8,100.00	\$8,100.00
4.02	Silt Fence	LF	260	\$3.00	\$780.00
4.03	Hydroseeding and Fibermulch	SY	3841	\$2.00	\$7,682.00
4.04	Type 3 Rock Filter Dam	LF	75	\$100.00	\$7,500.00
Erosion Control Subtotal:					\$24,062.00

* indicates "Buy American" items

	Construction Cost:	789,561.00
	Professional Fees (Lump Sum, see contract):	47,379.50
TOTAL PROJECT COST INCLUDING ELECTIVE BETTERMENT:		836,940.50

The above project cost estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase or decrease in cost.

Prepared by: *Chris Frerich*
 Christopher P. Frerich, P.E. 03/24/2016
 McClure & Browne Engineering/Surveying, Inc.
 Firm Reg. No. F-458



ATTACHMENT "I"
(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH-45 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: N/A
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

Initial Date
TxDOT

Initial Date
Utility

ORDINANCE NO. 2016-28

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2015-2016 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2015-43 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2015-2016 Annual Budget and CIP Budgets were adopted by Ordinance 2015-43 on September 15, 2015;

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 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 21st day of June 2016.

THE CITY OF HUNTSVILLE, TEXAS

Andy Brauning, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

Exhibit "A" to Budget Amendment Ordinance 2016-28

<p>Budget Amendments FY 15-16 June 21, 2016</p>

Exhibit A

Increase: Water Relocate - TXDOT I-45 widen 701-7253	\$	578,432
Increase: Wastewater Relocat - TXDOT I-45 widen 702-7176	\$	209,509
Decrease: Water CIP Unallocated Budget 701-999	\$	186,308
Decrease: Wastewater CIP Unallocated Budget 702-999	\$	72,294

Explanation:	<p>Estimated costs for relocating the Water and Wastewater lines for TXDOT's I-45 widening project have been developed. The estimated costs include costs for the City to increase the size of the lines for both Water and Wastewater. The City is responsible for the costs related to increased line sizes and the amounts are being requested to be covered from Unallocated Budget in the Water and Wastewater CIP Funds. Water CIP Unallocated will have a balance of \$138,128 if this budget amendment is approved and Wastewater CIP Unallocated will have a balance of \$29,085. TXDOT will reimburse the City for \$578,339 to cover the balance of the costs for the projects. The total amounts budgeted after the above will be \$602,932 for the Water relocate and \$234,009 for the Wastewater relocate for a total of \$836,941. \$49,000 (\$24,500 for each) had previously been budgeted for engineering with the monies/funds coming from Future Appropriations of the Water and Wastewater Funds (per a notification in a City Manager's "Friday Memo" dated October 2, 2015).</p>
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Increase: Wastewater CIP Unallocated Budget - 702-999	\$	587,593
Decrease: Wastewater Mance Park Drainage - 702-7170	\$	(200)
Decrease: Wastewater Ave M- Sycamore 18" replace - 702-7153	\$	(13,644)
Decrease: Wastewater Ave M(Ave J - Sycamore) - 702-7160	\$	(17,496)
Decrease: Wastewater Ave M(9th St - Ave J) - 702-7164	\$	(321,327)
Decrease: Wastewater Ave Q Rehab - 702-7149	\$	(221)
Decrease: Wastewater Verdes-Haynes Drainage @ 9th/Ave H - 702-7156	\$	(6,151)
Decrease: Wastewater Old Colony Rd Phase V - 702-7128	\$	(109,872)
Decrease: Wastewater Old Colony Rd Phase VI - 702-7129	\$	(118,682)

Explanation:	<p>This Budget Amendment is to request to move the remaining unused budget from various completed projects to the Unallocated Budget for the related CIP Fund. If the requested Budget Amendments are approved the Wastewater CIP Unallocated Budget will have a balance of \$616,678.</p>
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