

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, JULY 5, 2016 WORK SESSIONS 4:00 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.

WORK SESSIONS [4:00 P.M.] – City Council will hear presentations on development agreements for construction of sewer and roadway facilities and on the work of the Gulf Coast Strategic Highway Coalition.

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. PRESENTATIONS AND PROCLAMATIONS

- Recognition of 2015-16 SHSU Baseball Team

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 June 21, 2016. [Lee Woodward, City Secretary]

5. STATUTORY AGENDA

a. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to authorize the City Manager to award the construction contract for 7th Street Rehabilitation Project Construction (No. 13-12-04), and adopt associated budget amendment Ordinance 2016-30, first reading. [Y. S. "Ram" Ramachandra, City Engineer]

b. *Presentation, public comment, discussion, and possible action* to authorize the City Manager to enter into a development agreement with Lake Road HBJ Housing, L.P. for construction of sewer and roadway facilities for a project located in the 2800 block of Lake Road. [Aron Kulhavy, Director of Community and Economic Development]

c. *Presentation, public comment, discussion, and possible action* to authorize the City Manager to enter into a development agreement with SFG Huntsville-1, LLC for construction of sewer facilities for a project located in the 2200 block of Sam Houston Avenue. [Aron Kulhavy, Director of Community and Economic Development]

6. 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.

Consideration and discussion on Citizen Participation Request from Mac Woodward for the Rita B. Huff Humane Society and Adoption Center FY 16–17 budget request.

7. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

8. 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.)

9. EXECUTIVE SESSION

a. 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.

b. City Council will meet in Executive Session pursuant to Texas Government Code Section 551.071 - consultation with counsel on legal matters on the contract between the City of Huntsville and Walker County regarding the old County jail.

10. RECONVENE

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

11. 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 July 5, 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.huntsvilletx.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 21st DAY OF JUNE 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 Brauning, Lydia Montgomery, Don H. Johnson, Keith Olson, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: Joe Emmett, Tish Humphrey, Paul Davidhizar

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 Brauning 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 Johnson gave an invocation and members of Boy Scout Troop 98 led the pledges. Mayor Brauning recognized Wastewater Collections employees Dusty Farquar and Anthony Jenkins for their assistance to resident Mrs. Shirley Raider recently.

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]

The minutes were approved without correction.

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]

Mayor Pro Tem Olson moved to approve Ordinance 2016-29 to approve the GRIP rates proposed by CenterPoint Energy and to waive a second reading per Section 4.12 of the City Charter. The motion was seconded by Councilmember Montgomery. The motion was adopted, 6-0.

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]

Councilmember Montgomery moved to approve the City of Huntsville joining the Education Service Center Region 19 Purchasing Cooperative (ESC19). The motion was seconded by Councilmembers Johnson and Rodriguez. The motion was adopted, 6-0.

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]

Councilmember Rodriguez moved to approve authorizing the City Manager to purchase fuel for City vehicles and equipment utilizing the Texas Fleet Fuel card system. The motion was seconded by Mayor Pro Tem Olson. The motion was adopted, 6-0.

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]

Councilmember Montgomery moved to approve the purchase of bulk fuel from Mansfield Oil utilizing the National IPA Cooperative. The motion was seconded by Councilmember Johnson. The motion was adopted, 6-0.

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]

Councilmember Johnson moved to approve the City Manager to award various streets to be milled and paved with asphalt to AAA Asphalt Paving. The motion was seconded by Councilmember Rodriguez and Mayor Pro Tem Olson. The motion was adopted, 6-0.

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]

Mayor Pro Tem Olson moved 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 the IH-45 and SH 19 Interchange and approve the associated budget amendment Ordinance 2016-28. The motion was seconded by Councilmember Johnson. The motion was adopted, 6-0.

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 June 14, 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 Brauning announced:

- Councilmember Olson announced Huntsville ISD's congratulations to Mr. Robert Bennett, named as administrator for the new Westmoreland Academy - Huntsville ISD Alternative Education Program. Mr. Bennett has successfully led the district's discipline and alternative education program for many years and will work diligently to design an outstanding alternative education program for students, not only address the disciplinary education requirements, but also to meet the needs of students who simply desire a different type of learning environment.
- Join the City's Parks & Leisure Department at Kate Barr Ross Park on Monday, July 4, beginning at 4 pm, to celebrate our nation! There will be lots of fun activities and food vendors on site, followed by a great fireworks show just after dark.
- Happy Birthday to Councilmember Humphrey on June 27 and Deputy City Secretary Megan Kaltenbach on June 28!
- The City is still under Stage 3 Mandatory Water Restrictions and asks citizens to assist by following the prohibition on exterior water usage.

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.**

The Council adjourned into Executive Session at 6:42 p.m.

9. RECONVENE

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

The Council reconvened at 8:52 p.m. Mayor Pro Tem Olson moved for item 8a to implement a step increase effective October 1, the motion was seconded by Councilmembers Montgomery and Johnson. The motion was unanimously adopted, 6-0.

10. ADJOURNMENT

Mayor Brauning adjourned the meeting at 8:53 p.m.

Lee Woodward, City Secretary



CITY COUNCIL AGENDA

7/5/2016

Agenda Item: 5a

Item/Subject: Consider authorizing the City Manager to award the construction contract for 7th Street Rehabilitation Project Construction (No. 13-12-04), and adopting associated budget amendment Ordinance 2016-30, first reading.

Initiating Department/Presenter: Engineering

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

Recommended Motion: First Reading – Move to authorize the City Manager to award the construction to Doughtie Construction Co., Inc., for the construction of 7th Street Rehabilitation project (No. 13-12-04) in the amount of \$1,365,034.75, and adopt the associated budget amendment Ordinance 2016-30.

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 proposed construction project consists of reconstructing 7th Street between Old Madisonville Road and Avenue N, but excludes approximately 400 linear feet of roadway at Town Creek crossing (200 linear feet on either side of the creek). The 400 linear foot segment of the roadway at Town Creek crossing will be reconstructed (FEMA Segment) as part of the FEMA Town Creek Drainage Improvement project (see the attached Project Location Map).

The proposed 7th Street reconstruction work mainly includes new pavement, curb and gutter, waterline replacement, sewer line replacement and related improvements. Pavement sections in this segment have been frequently repaired and patched, mainly due to subgrade failure. There has been steady deterioration of the pavement at and near the Town Creek crossing. The recent Street Condition Assessment Study, completed late last year, has also categorized this segment of 7th Street as poor.

The project design was completed by Binkley and Barfield Consulting Engineers of College Station. This project was bid once before, earlier this year, by including the FEMA segment in the project. Due to high bid amounts, especially for the FEMA segment, the City Council rejected all bids with the intent of rebidding after eliminating the FEMA segment from this 7th Street project. The FEMA segment has since been included in the Town Creek Drainage Improvement project.

The project was let for rebidding on May 22, 2016. The bid was sought for two alternate types of pavements – asphalt pavement and concrete pavement. Notice to Bidders was posted in the Huntsville Item and on the City of Huntsville website. 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, extensively publicizing the bid notification. Hard copies of the bid documents were available for review at the Service Center and were sent to potential bidders upon request.

A non-mandatory pre-bid meeting was held on June 1, 2016 to provide prospective bidders access to the Consulting Engineer and City Staff for questions and clarifications regarding the project. Bids were opened June 14, 2016.

Two (2) bidders submitted bids for this project and the certified bid tab is attached. The low bid is for the asphalt pavement option in the amount of \$1,365,034.75, from Doughtie Construction Co., Inc., of Huntsville. Doughtie Construction has previously worked with and has satisfactorily completed several infrastructure improvement projects for the City of Huntsville.

The construction contract period will be one hundred and eighty (180) calendar days from the date of Notice to Proceed (NTP). The awarding of this project requires two readings by the City Council per its Rules of Procedure.

Previous Council Action: The City Council approved \$250,000 in the FY 2013-2014 budget for engineering and \$1,200,000 in the FY 2014-2015 budget for construction of this project. The City Council awarded an engineering contract to Binkley and Barfield, Inc. in September 2014. The Council rejected all bids from the first bidding (that occurred in January 2016) at its March 1, 2016 meeting.

Financial Implications:

Item is budgeted: 800-8706-62300 - Current balance is \$1,219,391

Budget amendment consisting of:

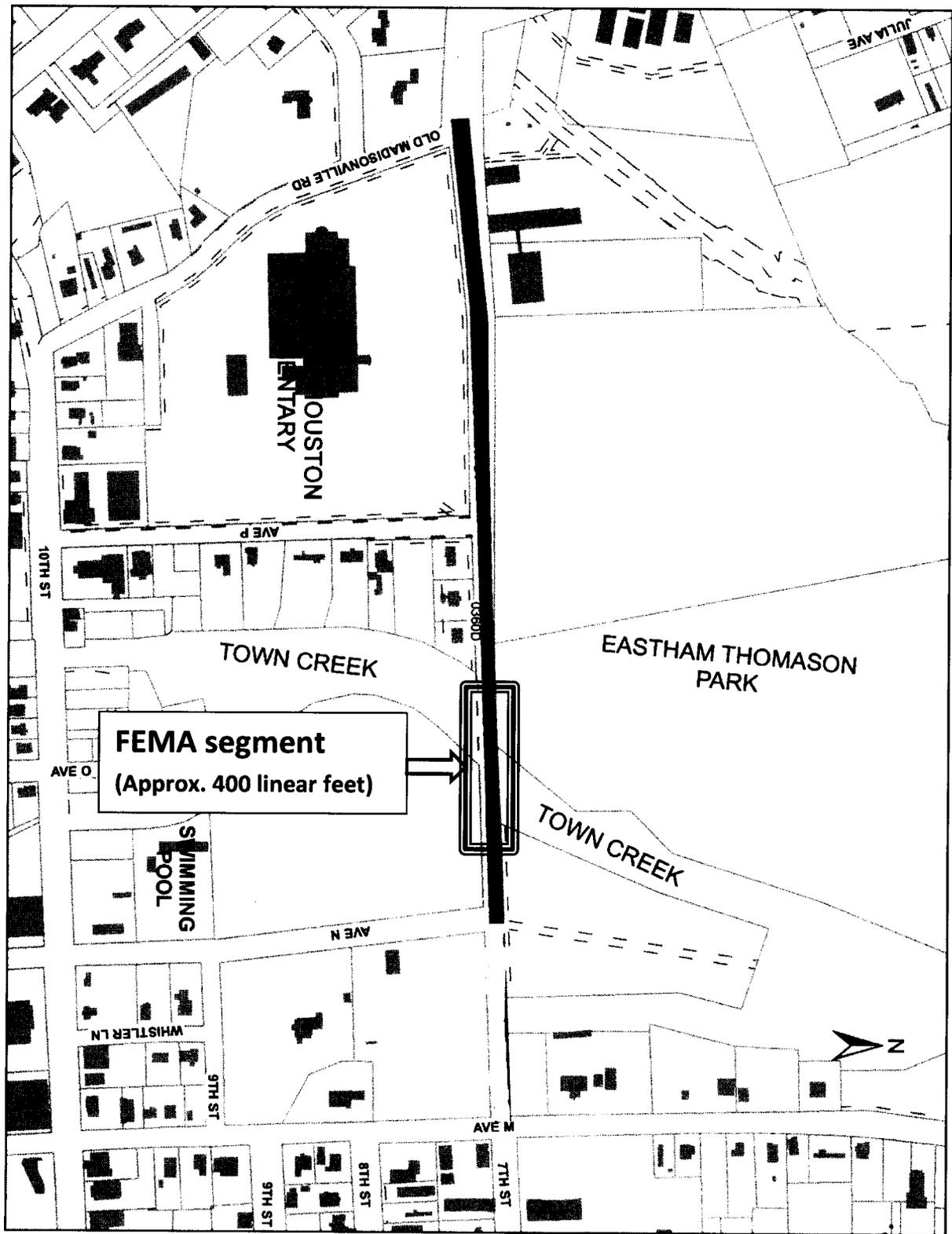
Transfer \$175,000 from 800-999 (Street CIP Unallocated) to 800-8706-62300

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Project Location Map (page 3)
- Summary of Bids for Asphalt Pavement Alternate (page 4 - 14)
- Ordinance 2016-30 for budget amendment (page 15)
- Exhibit "A" for budget amendment ordinance (page 16)

PROJECT LOCATION







BID TABULATION

Project Name: 7th Street Rehabilitation Project - COH Project# 13-12-04
Bid date: Tuesday, June 14, 2016 @ 2:00 P.M. Central Standard Time

Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
1	Mobilization, bonds and insurance as required in the specifications.	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 87,750.00	\$ 87,750.00
2	Install Traffic control, including all signage, barricades, temporary paving, cones, striping, buttons and related items as shown and included on plans & specifications, to include all material, labor and equipment to complete the work.	1	LS	\$ 45,500.00	\$ 45,500.00	\$ 64,800.00	\$ 64,800.00
3	File notice of intent and storm water pollution prevention plan with TCEQ, maintain and post all project information and keep records and report to inspector and engineer.	1	LS	\$ 6,300.00	\$ 6,300.00	\$ 1,620.00	\$ 1,620.00
4	Excavation of in-place roadway cut, complete including all materials, labor and equipment to complete the work.	734	CY	\$ 33.75	\$ 24,772.50	\$ 58.83	\$ 43,181.22
5	Compacted Fill of roadway embankment, including all materials, labor and equipment to complete the work, complete and in place.	130	CY	\$ 45.00	\$ 5,850.00	\$ 34.01	\$ 4,421.30
6	Install 3" thickness HMAC Type C surface, including prime coat and tack coat as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	5529	SY	\$ 27.00	\$ 149,283.00	\$ 22.14	\$ 122,412.06
7	Install curb & gutter as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	3151	LF	\$ 15.00	\$ 47,265.00	\$ 14.92	\$ 47,012.92
8	Install mono curb as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	411	LF	\$ 7.00	\$ 2,877.00	\$ 7.19	\$ 2,955.09
9	Install sidewalk ramps as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	21	EA	\$ 3,200.00	\$ 67,200.00	\$ 2,609.04	\$ 54,789.84



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Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
10	Install curb wall along sidewalk as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	100	LF	\$ 95.00	\$ 9,500.00	\$ 7.19	\$ 719.00
11	Install new 4" thick concrete sidewalks as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	2064	SF	\$ 5.00	\$ 10,320.00	\$ 12.19	\$ 25,160.16
12	Install 7" thick jointed Portland cement concrete as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	542	SY	\$ 65.00	\$ 35,230.00	\$ 123.15	\$ 66,747.30
13	Mill 4"- 8" thickness of existing asphalt pavement to grades 3" below proposed finished pavement elevations as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	6266	SY	\$ 14.25	\$ 89,290.50	\$ 8.29	\$ 51,945.14
14	Pulverize existing emulsified base, subbase and subgrade as mixture (RAP) to 8" thickness and mix cement (up to 4% by dry weight) into RAP per recommendations of geotechnical report and on-site field testing to design strength, as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	6638	SY	\$ 13.25	\$ 87,953.50	\$ 10.46	\$ 69,433.48
15	Install 8" thickness of cement (up to 4% dry weight) or lime (up to 6% dry weight) treated stabilized subgrade under concrete pavement portion as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	585	SY	\$ 20.15	\$ 11,787.75	\$ 18.17	\$ 10,629.45
16	Install concrete driveways as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	196	SY	\$ 76.00	\$ 14,896.00	\$ 95.76	\$ 18,768.96



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Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
17	Furnish and install all reflective pavement markings, sealer, surface prep, arrows and symbols as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	1	LS	\$ 24,095.00	\$ 24,095.00	\$ 16,200.00	\$ 16,200.00
18	Furnish and install 6" thick riprap concrete for the extension of the outlet basin and concrete for the wingwalls at Parker Creek with 24" toewall, remove trees and brush, backfill, reshape and smooth slopes, and adjust curb inlet concrete as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	30	SY	\$ 415.00	\$ 12,450.00	\$ 2,014.22	\$ 60,426.60
19	Furnish and Install 12" diameter C909 PVC CL-200 waterline, including tracer wire and locator tape with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	2160	LF	\$ 75.00	\$ 162,000.00	\$ 57.42	\$ 124,027.20
20	Furnish and Install 6" diameter C909 PVC CL-200 waterline, including tracer wire and locator tape with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	78	LF	\$ 75.00	\$ 5,850.00	\$ 52.72	\$ 4,112.16
21	Furnish and Install 14" diameter steel encasement with all hardware for C909 PVC CL-200 waterline and cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	45	LF	\$ 105.00	\$ 4,725.00	\$ 345.14	\$ 15,531.30



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Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
22	Furnish and Install 20" diameter steel encasement with all hardware for C809 PVC CL-200 waterline and cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	110	LF	\$ 165.00	\$ 18,150.00	\$ 225.01	\$ 24,751.10
23	Furnish and Install 2" diameter D2241 CL-200 PVC waterline with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	44	LF	\$ 85.00	\$ 3,740.00	\$ 116.64	\$ 5,132.16
24	Furnish and Install 1" diameter copper service line tap (long) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	3	EA	\$ 1,565.00	\$ 4,695.00	\$ 3,777.27	\$ 11,331.81
25	Furnish and Install 2" diameter copper service line tap (long) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	3	EA	\$ 2,100.00	\$ 6,300.00	\$ 3,777.41	\$ 11,332.23
26	Furnish and Install 12"- 45" MJ Elbow with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	10	EA	\$ 655.00	\$ 6,550.00	\$ 1,940.97	\$ 19,409.70
27	Furnish and Install 12"- 22 1/2" MJ Bend with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	4	EA	\$ 620.00	\$ 2,480.00	\$ 1,805.97	\$ 7,223.88
28	Furnish and Install 12"- MJ Gate Valve with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	6	EA	\$ 3,190.00	\$ 19,140.00	\$ 2,075.97	\$ 12,455.82



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Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
29	Furnish and Install 6"- MJ Gate Valve with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	1	EA	\$ 950.00	\$ 950.00	\$ 1,603.47	\$ 1,603.47
30	Furnish and Install 12"x12"x12" MJ Tee with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	3	EA	\$ 910.00	\$ 2,730.00	\$ 2,278.47	\$ 6,835.41
31	Furnish and Install 12"x12"x8 MJ Tee with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	6	EA	\$ 855.00	\$ 5,130.00	\$ 2,278.47	\$ 13,670.82
32	Furnish and Install 6"- 45° MJ Bend with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	2	EA	\$ 395.00	\$ 790.00	\$ 1,603.47	\$ 3,206.94
33	Furnish and Install 6"- 22 1/2° MJ Bend with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	1	EA	\$ 395.00	\$ 395.00	\$ 1,535.97	\$ 1,535.97
34	Furnish and Install 2" MJ Gate Valve with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	1	EA	\$ 655.00	\$ 655.00	\$ 1,468.47	\$ 1,468.47
35	Furnish and Install Fire Hydrant Assembly with 90° MJ Bend and gate valve with thrust blocking as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	5	EA	\$ 5,090.00	\$ 25,450.00	\$ 5,307.70	\$ 26,538.50



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				Unit Price	Total	Unit Price	Total
38	Furnish and Install 2" Air Release Valve with associated fittings as shown on plans and specifications, to include all materials, labor and equipment to complete the work, complete and in place.	1	EA	\$ 5,020.00	\$ 5,020.00	\$ 3,628.47	\$ 3,628.47
37	Furnish, install, maintain and remove sediment devices including hay bales, storm drain inlet protection, entrance rock, rock filter dams, watering and other sediment control devices as shown on plans and specifications, complete and in place.	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,725.00	\$ 4,725.00
38	Furnish, install, maintain and remove silt control fencing as shown on plans and specifications, complete and in place.	3616	LF	\$ 4.25	\$ 15,368.00	\$ 1.99	\$ 6,111.04
39	Hydro mulch all disturbed areas including smoothing, mulch, seed, fertilizer, watering, maintenance and clean-up as shown on plans and specifications, complete and in place.	1	LS	\$ 9,740.00	\$ 9,740.00	\$ 5,400.00	\$ 5,400.00
40	Furnish and Install 8" diameter DIP CL200 sewer pipe with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, testing, trench safety, and equipment to complete the work, complete and in place.	286	LF	\$ 175.00	\$ 46,550.00	\$ 157.38	\$ 41,863.08
41	Furnish and Install 8" diameter PVC ASTM 3034 DR-26 sewer pipe with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, testing, trench safety, and equipment to complete the work, complete and in place.	200	LF	\$ 165.00	\$ 33,000.00	\$ 146.58	\$ 29,316.00
42	Furnish and Install 6" diameter PVC ASTM 3034 DR-14 pressure class CL305 sewer pipe with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, testing, trench safety, and equipment to complete the work, complete and in place.	282	LF	\$ 165.00	\$ 46,530.00	\$ 86.52	\$ 24,398.64



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Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
43	Furnish and Install 4" diameter PVC long sewer service connections with 2-way cleanouts with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, testing, trench safety, and equipment to complete the work, complete and in place.	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 5,766.53	\$ 17,299.59
44	Furnish and Install 4" diameter PVC ASTM 3034 DR-14 pressure class CL350 sewer pipe with cement stabilized sand structural backfill as shown on plans & specifications, to include all materials, labor, testing, trench safety, and equipment to complete the work, complete and in place.	223	LF	\$ 175.00	\$ 39,025.00	\$ 86.71	\$ 19,336.33
45	Furnish and Install 4" x 6" x 6" Wye as shown on plans & specifications, to include all materials, labor, testing, trench safety, and equipment to complete the work, complete and in place.	1	EA	\$ 400.00	\$ 400.00	\$ 1,940.97	\$ 1,940.97
46	Furnish and Install standard 4' manhole structure with structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	1	EA	\$ 4,355.00	\$ 4,355.00	\$ 7,883.77	\$ 7,883.77
47	Furnish and Install 6" end of line cleanout with structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	1	EA	\$ 950.00	\$ 950.00	\$ 1,603.47	\$ 1,603.47
48	Furnish and Install 8" end of line cleanout with structural backfill as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	1	EA	\$ 1,275.00	\$ 1,275.00	\$ 1,603.47	\$ 1,603.47
49	TV Camera inspection of new 8" & 6" sewer lines as shown on plans & specifications, to include all materials, labor, trench safety, and equipment to complete the work, complete and in place.	1	LS	\$ 6,730.00	\$ 6,730.00	\$ 10,098.00	\$ 10,098.00



BID TABULATION

Project Name: 7th Street Rehabilitation Project - COH Project# 13-12-04
Bid date: Tuesday, June 14, 2016 @ 2:00 P.M. Central Standard Time

Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
50	Adjust existing manhole rims as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 2,005.77	\$ 8,023.08
51	Furnish and install By-pass pumping for sewer installations as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 12,883.05	\$ 12,883.05
52	Furnish and install sign assemblies as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	26	EA	\$ 645.00	\$ 16,770.00	\$ 540.00	\$ 14,040.00
53	Furnish and install School Zone Flasher Assemblies as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	2	EA	\$ 13,775.00	\$ 27,550.00	\$ 6,750.00	\$ 13,500.00
54	Remove and stockpile at City yard, sign assemblies as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	21	EA	\$ 225.00	\$ 4,725.00	\$ 283.33	\$ 5,949.93
55	Remove sidewalks and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	311	SY	\$ 27.00	\$ 8,397.00	\$ 27.32	\$ 8,496.52
56	Remove 6" sewer pipe and fittings and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	700	LF	\$ 20.00	\$ 14,000.00	\$ 23.73	\$ 16,611.00
57	Grout existing 6" sewer pipe and fittings as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	720	LF	\$ 8.50	\$ 6,120.00	\$ 13.50	\$ 9,720.00



BID TABULATION

Project Name: 7th Street Rehabilitation Project - COH Project# 13-12-04
Bid date: Tuesday, June 14, 2016 @ 2:00 P.M. Central Standard Time

Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
58	Remove existing sewer service lines, fittings and cleanouts and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	5	EA	\$ 800.00	\$ 4,000.00	\$ 802.31	\$ 4,011.55
59	Remove sewer manholes and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	2	EA	\$ 750.00	\$ 1,500.00	\$ 3,404.03	\$ 6,808.06
60	Grout existing 12" waterline as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	2237	LF	\$ 8.50	\$ 19,014.50	\$ 10.80	\$ 24,159.60
61	Remove concrete curb wall and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	100	LF	\$ 35.00	\$ 3,500.00	\$ 35.73	\$ 3,573.00
62	Remove or grout existing water service lines and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	5	EA	\$ 400.00	\$ 2,000.00	\$ 1,415.61	\$ 7,078.05
63	Remove driveways and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	263	SY	\$ 45.00	\$ 11,835.00	\$ 28.39	\$ 7,466.57
64	Remove curb and gutter and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	3936	LF	\$ 5.00	\$ 19,680.00	\$ 8.63	\$ 33,967.68
65	Remove curb inlet and dispose of as shown on plans & specifications, to include all materials, labor and equipment to complete the work.	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,870.77	\$ 1,870.77
TOTAL PROJECT COST FOR HMAC PAVEMENT OPTION (BASE BID)				\$	\$ 1,365,034.75	\$	\$ 1,392,506.15
Percentage Over Low Bidder						2%	



BID TABULATION

Project Name: 7th Street Rehabilitation Project - COH Project# 13-12-04

Bid date: Tuesday, June 14, 2016 @ 2:00 P.M. Central Standard Time

Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
CONCRETE PAVEMENT OPTION							
66	Excavation of in-place roadway cut, complete including all materials, labor and equipment to complete the work.	396	CY	\$ 33.75	\$ 13,365.00	\$ 14.84	\$ 5,876.64
67	Compacted Fill of roadway embankment, including all materials, labor and equipment to complete the work, complete and in place.	408	CY	\$ 45.00	\$ 18,360.00	\$ 17.07	\$ 6,964.56
68	Install 3" thickness HIMAC type C surface, including prime coat and tack coat as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	178	SY	\$ 29.00	\$ 5,162.00	\$ 51.20	\$ 9,113.60
69	Install curb & gutter as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	443	LF	\$ 15.00	\$ 6,645.00	\$ 18.02	\$ 7,982.86
70	Install mono curb as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	3119	LF	\$ 7.00	\$ 21,833.00	\$ 5.02	\$ 15,657.38
71	Install 7" thick jointed Portland cement concrete as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	6548	SY	\$ 61.00	\$ 399,428.00	\$ 79.69	\$ 521,810.12
72	Mill 4"- 8" thickness of existing asphalt pavement to grades 3" below proposed finished pavement elevations as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	6266	SY	\$ 14.25	\$ 89,290.50	\$ 8.69	\$ 54,451.54

BID TABULATION

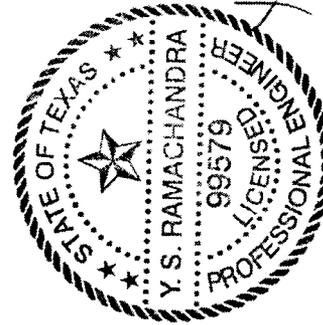
Project Name: 7th Street Rehabilitation Project - COH Project# 13-12-04
Bid date: Tuesday, June 14, 2016 @ 2:00 P.M. Central Standard Time



Item No.	Description	Estimated Quantity	Unit of Measure	Doughtie Construction Co., Inc.		TLC Trucking & Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
73	Install 8" thickness of cement (up to 4% dry weight) or lime (up to 6% dry weight) treated stabilized subgrade under concrete pavement portion as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	7223	SY	\$ 13.25	\$ 95,704.75	\$ 14.07	\$ 101,627.61
74	Remove existing 6" thickness of existing subbase and subgrade materials from roadway, as shown and included on plans & specifications, to include all material, labor and equipment to complete the work, complete and in-place.	7114	SY	\$ 8.40	\$ 59,757.60	\$ 9.55	\$ 67,938.70
TOTAL COST FOR CONCRETE PAVEMENT OPTION (subtract items 4,5,6,7,8,12,13,14,15 from Base Bid and add items 66-74 to Base Bid)					\$ 1,620,271.35		\$ 1,765,191.20
Percentage Over Low Bidder							9%

I hereby certify that the bid tabulations contained herein were prepared by me or under my direct supervision. The individual contractor's Unit Bid Prices and Bid Amounts are the actual amounts placed on the Bid Sheet for the bidding process. Any discrepancies in the Unit Bid price and Bid Amounts are noted above.

Signed, Sealed and dated this 15th day of June 2016 by Y.S. Ramachandra, P.E.



Handwritten signature and date: Y.S. Ramachandra, 06/23/2016

ORDINANCE NO. 2016-30

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 _____ day of _____ 2016.

THE CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

EXHIBIT "A"

Budget Amendments FY 15-16
July 5, 2016

Increase: 7th St (OMR - Ave M) Reconstruct 800-8706	\$	175,000
Decrease: Street CIP Unallocated Budget 800-999	\$	175,000

Explanation:	Bids have been received for the Construction for the 7th St Reconstruction project in Street CIP. The low bid amount is \$1,365,035. The budget balance for construction for the project is \$1,219,391 creating a need for an additional \$145,644 based on the low bid amount. \$175,000 is the requested amount to increase the project by which would provide \$29,356 (about 2% of the construction bid amount) of additional budget, which will be used should any unforeseen field conditions arise.
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CITY COUNCIL AGENDA

7/5/2016
Agenda Item: 5b

Item/Subject: Consider authorizing the City Manager to enter into a development agreement with Lake Road HBJ Housing, L.P. for construction of sewer and roadway facilities for a project located in the 2800 block of Lake Road.

Initiating Department/Presenter: Community & Economic Development

Presenter: Aron Kulhavy, CED Director

Recommended Motion: Move to authorize the City Manager to enter into a development agreement with Lake Road HBJ Housing L.P. for construction of sewer and roadway facilities for a project located in the 2800 block of Lake Road.

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: During the water and sewer collection and distribution system studies completed by Freese and Nichols, numerous sewer improvements were identified. In the 2016-17 CIP budget, staff has identified almost \$2 million in improvements necessary near the center of town south through the Sam Houston Agricultural Center complex and continuing through the golf course (shown on the attached map). This existing segment of sanitary sewer is significantly undersized and does not have the capacity to meet existing needs much less future development in the area.

One of the existing bottlenecks is downstream from a proposed apartment development on Lake Road and is significant enough that the City would be unable to serve the development without some necessary upsizing of the lines in the area. The 10-acre project located in the 2800 block of Lake Road, to be constructed by Lake Road HBJ Housing, L.P, consists of 120 units containing 384 bedrooms, and will open by the fall of 2017.

Approximately 3200' of existing 8" sewer line must be upgraded to 10" in order to serve this particular property. This upgrade, stretching from Lake Road northeast through the Sam Houston Agricultural Center, is necessary not only to serve the proposed development, but will also allow for future development and provide relief to some areas that are prone to sanitary sewer overflow.

During the pre-development feasibility study of the property, the provision of a street along the northern boundary of the property was also identified. In the City of Huntsville thoroughfare plan, the need for a roadway between Montgomery Road and Lake Road was identified even before the frontage roads were changed to run exclusively one-way. One possible route was the extension of Windridge Lane through the subject property. According to the Development Code, the developer is responsible for the development of the roadway to and through the property they intend to develop. Their construction of the street as required under the code would leave a small portion, approximately 90', of Windridge undeveloped.

In order to facilitate both this proposed development as well as to partner in alleviating some existing infrastructure challenges in the community, staff has proposed entering into a development agreement with Lake Road HBJ Housing, L.P. in the construction of the infrastructure located off the site of the

proposed development. This development agreement is in the same format as the other agreements the City enters into when a developer is installing improvements dedicated to the City for future maintenance, with the exception that under this agreement the City will participate in the cost of the offsite infrastructure.

As drafted in the agreement, the City will contribute 30% of the cost of the offsite sewer line, 100% of the cost of the offsite extension of Windridge Lane, and waive the public improvement permit fees related to these specific infrastructure projects. According to conceptual estimates provided by the City Engineer, the offsite sewer improvements are \$442,500; the total street improvements are approximately \$325,000, of which the off-site street improvements are about \$49,000 and a permit fee of approximately \$13,000.

Under the proposed agreement, the total commitment from the City on this project would be approximately \$195,000 with \$133,000 from rebated sewer revenue, \$49,000 from the general fund and \$13,000 in waived permit fees. The sewer payment would be done annually as a rebate on 75% of the revenue collected from the project for a period not to exceed five years or not to exceed 30% of the project cost. The roadway reimbursement would be a one-time payment to the developer for 100% of the offsite portion of the road not to exceed \$50,000 payable upon completion of the roadway. The waiver of the public improvement fees would only apply to these specific sewer and roadway improvements; all other permit and development fees would be applicable.

In approving this development agreement, the Council will not only add in excess of \$10 million in residential investment but would also cause the construction of over \$700,000 in City infrastructure. This investment would come at a total cost of less than \$200,000 to the City with most of that coming from future revenue or fee waivers. *Should the Council not approve this agreement, the Developer may not move forward with the project at this time and the City would be 100% responsible for the sewer improvements, connectivity between Lake and Montgomery Roads would still not exist, and the tract could remain undeveloped, generating minimal revenue for the community.*

Previous Council Action: The Council has taken no action on this particular item.

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted: _____ In the amount of \$ _____

Item is not budgeted: \$49,000 for the street will be budgeted in the 2016-17 fiscal year
\$133,000 for the sanitary sewer will come from rebate of future sewer revenue
\$13,000 estimated permit fee waiver

Item is estimated to generate additional revenue: Based upon a similar multi-family project, Forum Sam Houston, the project is estimated to generate \$31,000 in permit fees, \$40,000 in annual property taxes, \$70,000 in water revenue, \$90,000 in sewer revenue, and \$15,000 in solid waste revenue.

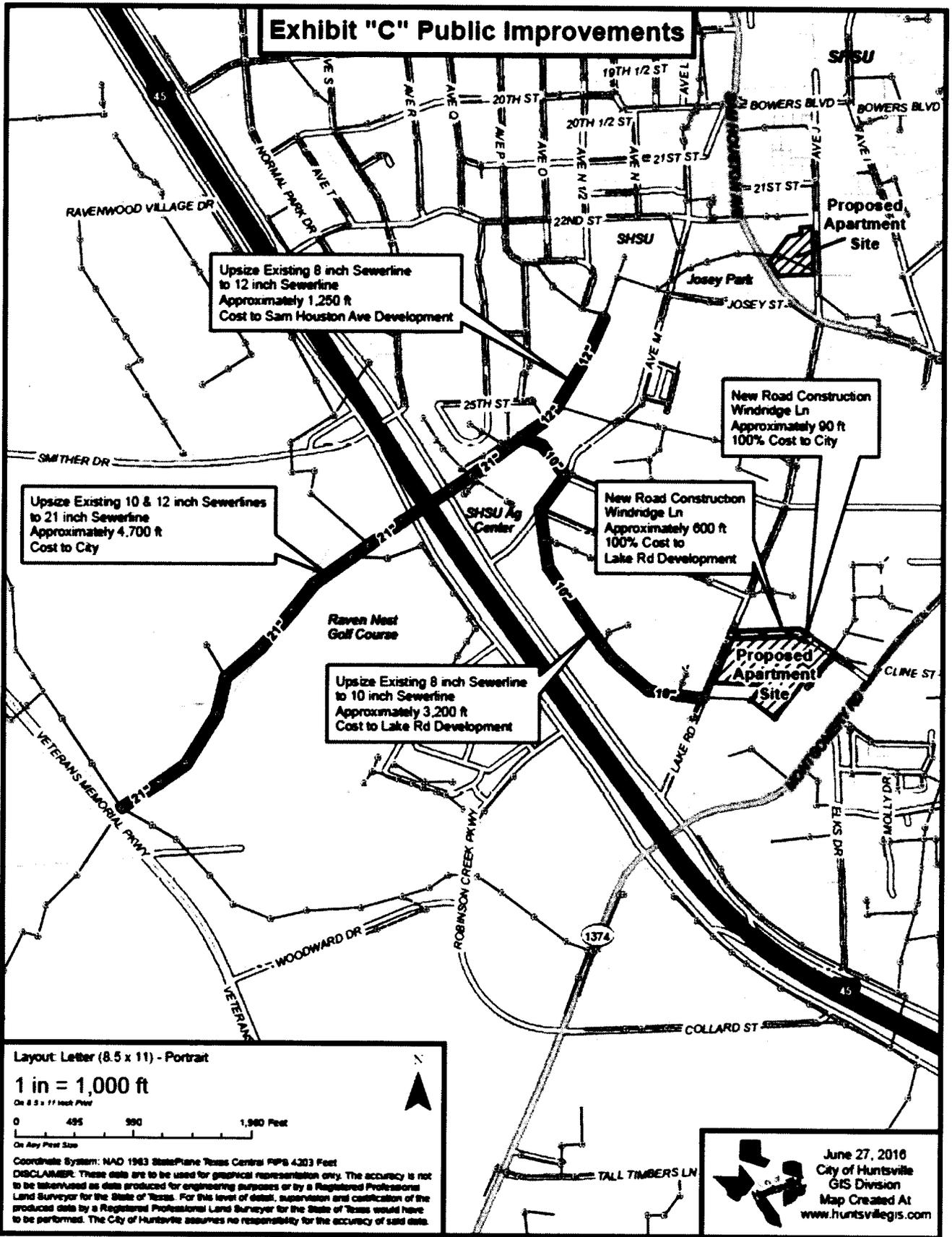
Based on the estimated revenues generated from this project, the roadway improvements will pay for itself in one year and the sewer improvements will pay off in approximately two years.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Map of needed sewer improvements (p. 3)
- Draft Development Agreement including exhibits (p. 4-17)

Exhibit "C" Public Improvements



Layout: Letter (8.5 x 11) - Portrait

1 in = 1,000 ft

On 8.5 x 11 inch Print

0 495 990 1,980 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 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 27, 2010
City of Huntsville
GIS Division
Map Created At
www.huntsvillegis.com



AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS

PROJECT: Lake Road/Windridge Site Improvements

This AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS (this "Agreement"), is between the CITY OF HUNTSVILLE, a home-rule municipal corporation, 1212 Avenue M, Huntsville, Texas 77340 ("City"), and LAKE ROAD HBJ HOUSING L.P., a Texas limited partnership, 4301 Westbank Bldg. B, Suite 130, Austin, Texas 78746 ("Developer"):

WHEREAS, Developer is the owner of that certain parcel of land situated in the City of Huntsville, Walker County, Texas, generally known and described as Lot 1 of the Midtown Subdivision, as further described on **Exhibit "A"** attached hereto, and Developer proposes to do and perform certain improvements thereon as hereinafter set forth; and

WHEREAS, City desires to assure that the proposed public improvements will be done in good workmanlike manner and in accordance with the laws now in force and effect in the City of Huntsville, Texas, including the current Development Code, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Developer declares that it is familiar with the regulations and laws now in force and effect in the City of Huntsville, Texas, including the current Development Code and agrees to comply therewith; and

WHEREAS, a final plat of this tract prepared in accordance with the City's Development Code, has been filed by Developer with City for approval by the City Planning Commission;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Planning Commission of final plat and the acceptance of, therein offered for dedication for public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section 1. General Requirements

Developer shall, at its own cost and expense, supply all materials and complete all of the improvements set forth and described on **Exhibit "B"** attached hereto (the "Improvements") with such Improvements to be completed to the reasonable satisfaction of the City Engineer of the City at an estimated construction cost of \$385,000 to complete the sewer line installation portion of the Improvements and an estimated construction cost of \$50,000 to complete the roadway improvements described on **Exhibit "B"**.

Section 2. Monumentation

Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all property corners and monuments shown on the map that have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of Texas, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever or by any combination of such owners. Any such repair or replacement shall be to the reasonable satisfaction, and approval of the City Engineer.

Section 3. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits, licenses and approvals for the construction of the Improvements, give all necessary notices and pay all fees and taxes required by law.

Section 4. Superintendence by Developer

Developer shall give personal superintendence to the work of the Improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Developer.

Section 5. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

Section 6. Repair or Reconstruction of Defective Work

If, within a period of one year after final acceptance of the work performed, under this Agreement, any structure or part of any structure furnished, and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements, to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%).

Section 7. Definition and Ownership of Improvements

The term "Improvements" as defined herein and described on **Exhibit "B"** shall include any grading, paving, curbs and gutters, pathway, storm and sanitary sewers, utilities, drainage facilities, and landscaping, or other public facilities that shall be shown in detail upon plans, profiles and specifications that have been prepared by engineers acting for Developer subject to approval by the City Engineer of City. No work on the Improvements shall be commenced until plans and profiles therefore have been submitted to and approved by the City Engineer. The cost of plan checking and inspection shall be paid by Developer. All public improvements constructed or installed pursuant to this agreement expressly including sewer lines and roadways, but not limited thereto, shall become the sole exclusive property of the City of Huntsville, without payment therefore, upon acceptance of the improvements by the City. Developer agrees to execute any documents required for the transfer of the completed Improvements to the City.

Section 8. Time of Completion

All of the Improvements shall be completed within twelve (12) months from the effective date of this Agreement. In the event that Developer fails to complete the Improvements within the twelve (12) month period, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Developer, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of these Improvements. The time for completion may be extended by the City Engineer, in writing, for good cause shown by the Developer.

Section 9. Surety

- A. Before construction begins on the Improvements, the Developer shall file with the City both:
- (1) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost remaining as determined by the City Engineer to guarantee performance of all the provisions of this Agreement, and
 - (2) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost remaining as determined by the City Engineer to guarantee payment to the contractor, his subcontractor, and to persons renting equipment or furnishing labor and materials to them for the improvements required under this agreement.
- B. Acceptable surety shall be in the form of surety bonds (issued by a company acceptable according to the latest list of companies on file with the Secretary

of State of Texas), or in the form of an irrevocable letter of credit from a local bank, on a form acceptable to the City, or in the form of a cash deposit to be held by the City. The City agrees to offset the cost of the public improvement permit to be issued to Developer for the project by the additional cost incurred by the Developer to obtain the surety bond or irrevocable letter of credit.

Section 10. Effective Date of Contract

This Agreement shall not become effective unless and until the subdivision plat of the tract shall have been approved by the Planning Commission of City.

Section 11. Liability for Nonperformance

Neither the City nor any of its officers or agents shall be liable to Developer or its contractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

Section 12. Liability for Personal Injuries

The City shall not be liable to the Developer or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of the land covered by this Agreement, or any part thereof.

Section 13. Release and Indemnification

The Developer hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or their interests and all claims, demands, costs loss, damage, and liability, howsoever may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Developer, the Developer's agents, employees, and subcontractors, while engaged in the performance of that work.

Before any work pursuant to this agreement, Developer's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Minimum liability and property

damage insurance shall be not less than **\$500,000** for all damages arising out of bodily injury or to death of one person and not less than **\$1,000,000** for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less than **\$100,000** for all damages and/or destruction of property in any one occurrence and not less than **\$500,000** for all damages and/or destruction of property during the policy period. This policy shall be in favor of Developer or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. This policy shall not be canceled until City shall have had at least thirty (30) days notice in writing of such cancellation.

Section 14. Liability of Developer

The Developer agrees that the use for any purpose and by any person of any and all of the streets and Improvements herein before specified, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by the City of the completed street and other Improvements thereon and therein; provided, that acceptance by the City shall in no way eliminate or lessen any of Developer's obligations or undertakings contained in this Agreement.

Section 15. Developer's Expenses

The Developer shall pay for the following expenses:

- A. The Developer shall cause to be made and pay for soil tests made by a reputable soils testing laboratory to determine gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature of the Improvements necessary. The Developer shall also cause to be made and pay for all compaction tests required by the City Engineer.
- B. The Developer and his subcontractors shall pay for any materials, provision, provender, and other supplies or equipment used in, upon, for or about the performance of the work contracted to be done.
- C. All required Improvements shall be constructed under the inspection of and subject to approval of the City Engineer. The cost of inspections shall be paid by the Developer.
- D. Sewer and water fees as established by City shall be paid prior to the time of connection to any existing sewer or water line, or to any extension of an existing sewer or water line. In the event the Developer sells lots before the sewer and water connection fees are paid, no building permit shall be issued for any lot within the subdivision until the sewer and water connection fees therefore are paid. The payment of these connection fees shall be the primary obligation of Developer subject to the right of the City to collect connection fees at the time of issuance of a building permit.

Section 16. Approval by City Engineer

It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this Agreement if such work does not conform in all material respects with the plans and specifications mentioned herein or the ordinances of the City of Huntsville. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be made good to the reasonable satisfaction of the City Engineer by the Developer before release of bond or final acceptance of completed work.

Section 17. Obligations of Developer

Notwithstanding the fact that Developer's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Developer of satisfactorily performing the work or his obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Developer or its engineer, with the City of Huntsville's standards and with the provisions of the codes of the City. Developer warrants that its plans and specifications conform as a minimum to the ordinances and that they are adequate to accomplish the work in good workmanlike manner and in accordance with sound construction practices.

Section 18. Participation by City

The City agrees to waive all permit and inspection fees for the portions of the Improvements included in this section.

The City shall participate in the construction of the Improvements by reimbursing the Developer for thirty percent (30%) of the cost to construct the sewer line portion of the Improvements as described in **Exhibit "B" and shown on the map titled "Public Improvements" (attached hereto as Exhibit "C")**. This amount shall not exceed \$125,000.

Additionally, it is agreed that the City shall reimburse Developer for one hundred percent (100%) of the cost to construct the additional +/- ninety (90) foot section of roadway extending from the Eastern property line of the Developer's property to the Western most edge of Windridge Lane, as further described as part of the Improvements on **Exhibit "B" and shown on Exhibit "C"**. This amount shall not exceed \$50,000.

Reimbursements for construction of the roadway shall be made to the Developer within twenty (20) days following the City's receipt of the request for reimbursement from Developer after work is installed and accepted by the City Engineer.

Reimbursements for construction of the sewer line shall be made as annual

reimbursements to the Developer from the City equal to an amount of 75% of the sewer revenue collected by the City from the project. Each reimbursement payment to the Developer will be made by January 31st solely from the sewer revenue collected from Project. Reimbursements shall continue under this agreement until such time Developer has received the amount included in this section or until five years from date of issuance of the Certificate of Occupancy for the project, whichever comes first.

Section 19. Notice of Completion

Developer shall file a Notice of Completion with the City Engineer of the Improvements herein specified.

Section 20. Relationship of Contractors

It is hereby mutually covenanted and agreed by the parties hereto that Developer's contractors are not agents of City, and that the contractors' relations to City, if any, are those of independent contractors.

Section 21. Certification of Satisfactory Completion

Upon the satisfactory completion of the Improvements by the Developer, the City Engineer shall certify that the work of these Improvements has been satisfactorily completed.

Section 22. Assignment

This Agreement shall not be assignable by Developer without written consent of City.

Section 23. Filing of Improvement Plans

Upon completion of the job and subsequent to the acceptance of the job by the City, the Developer shall supply the City with one mylar (4 mils) set of "as built" and shall reflect the job as actually constructed, with all changes incorporated therein.

24. Miscellaneous

- a. The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

b. Except as otherwise provided in this Agreement, this Agreement may be amended, modified or terminated only by written instrument executed by duly authorized representatives of the Parties.

c. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party.

d. All notice provided for under the terms of this Agreement by either Party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

To the City: City of Huntsville
 Attn: City Manager
 1212 Avenue M
 Huntsville, TX 77320

To the Developer: LAKE ROAD HBJ HOUSING L.P.
 Attn: Thomas M. Jones
 4301 Westbank, Bldg. B, Ste. 130
 Austin, Texas 78746

Any notice or other communication required or permitted under this Agreement shall be deemed to be delivered when delivered by United States mail, registered or certified, with return receipt requested and postage prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt. Notice in any other manner shall be considered delivered if and when received by the other Party to be notified and acknowledged in writing by the Party to be notified. Either Party may change its address by giving written notice of such change to the other Party.

25. Remedies The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through negotiation between their executives. In the event the parties are unable to reach agreement, they will enter into a process of mediation in Walker County under the supervision of a mutually agreed upon mediator. This paragraph does not limit the rights of any remedies available under state and common law. Neither party shall be liable for any special or consequential damages, including, without limitation, lost profits or anticipated lost profits, whether direct or indirect.

26. Governing Law This Agreement will be construed under and governed by the laws of the State of Texas and Venue will lie in Walker County District Court, State of Texas.

27. **Entire Agreement** The headings at the beginnings of each paragraph are for reference only and shall not affect the meaning or construction of this Agreement. This Agreement sets forth the entire agreement between the parties with respect to the Material, and it may be changed only in writing signed by the parties. The person signing this Agreement has the requisite authority to personally or on behalf of Supplier make the commitments and undertake the responsibilities described in this Agreement.

[remainder of page intentionally left blank]

EXECUTED on the _____ day of July, 2016 by City, signing by and through its City Manager, and Developer through its duly authorized officials.

CITY OF HUNTSVILLE

BY: _____
Matt Benoit, City Manager

ATTEST:

BY: _____
Lee Woodward, City Secretary

APPROVED AS TO FORM:

BY: _____
Leonard Schneider, City Attorney

APPROVED AS TO CONTENT:

BY: _____
Y.S. Ramachandra., City Engineer

DEVELOPER:

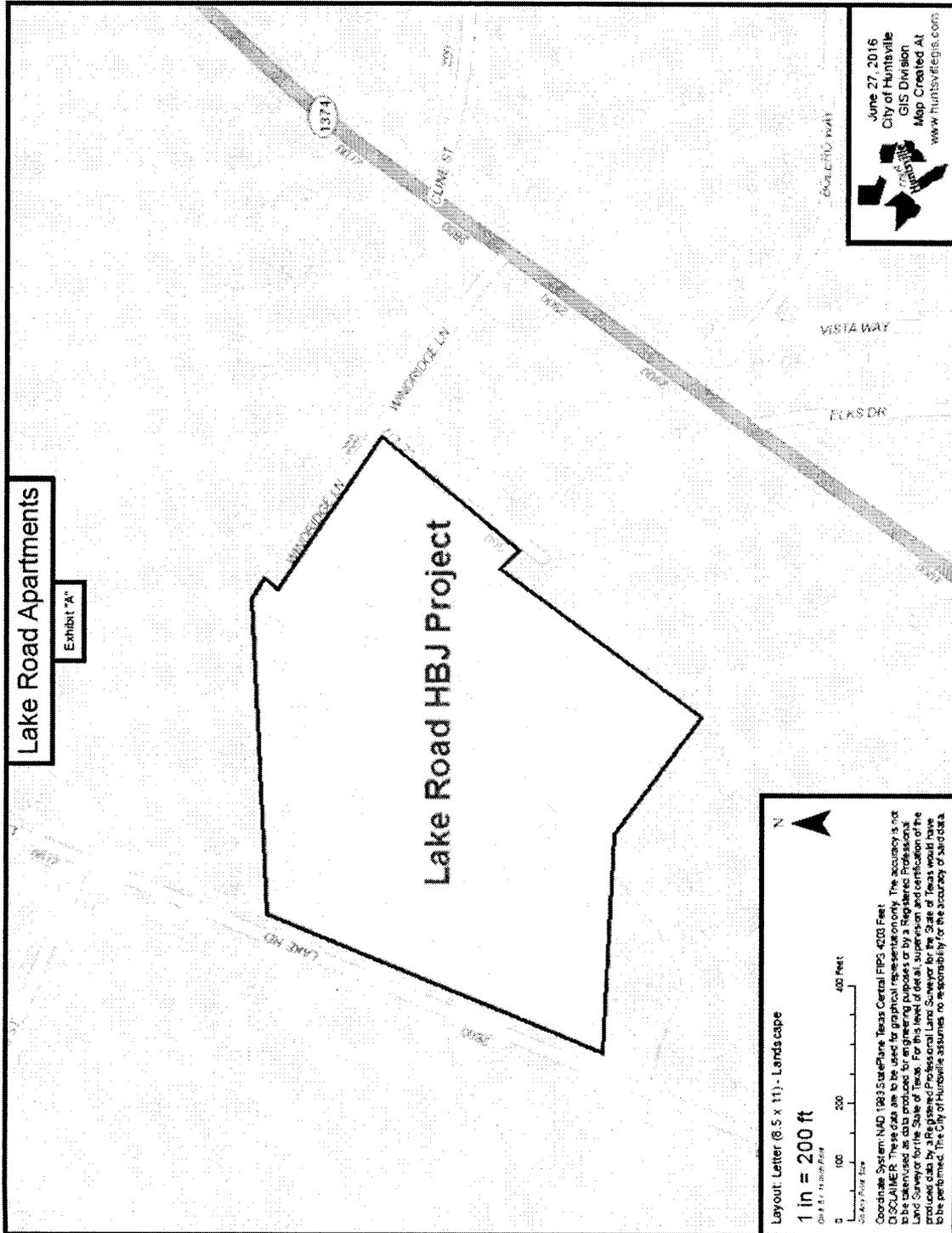
LAKE ROAD HBJ HOUSING, L.P.
BY: Lake Road HBJ Housing I, L.L.C.

BY: _____
Thomas M. Jones, Managing Member

AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS

EXHIBIT "A"

LEGAL DESCRIPTION
Plat to be completed



30495.0024/5176045.3

30495.0024/5176045.3

30495.0024/5176045.3

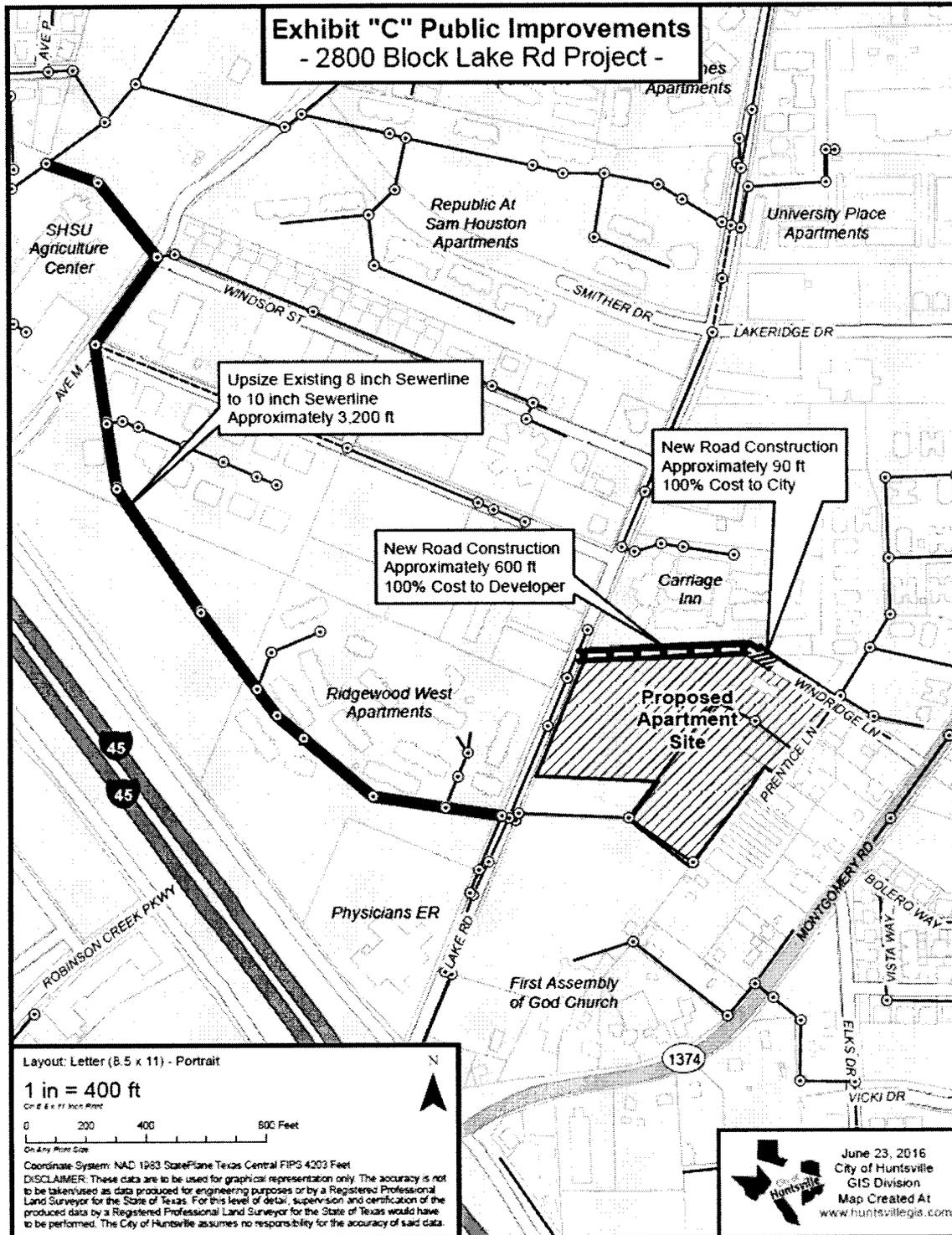
Exhibit "B"

WINDRIDGE LANE EXTENSION - CONCEPTUAL CONSTRUCTION COST ESTIMATE		
Date Prepared: Jun 22, 2016		
	Windridge Lane Extension to Lake Rd	Comment
Street Classification	Local	
Segment Length (Approx.)	631 linear feet	
Right-of-Way Width (minimum)	50	
Pavement Width (minimum)	32 feet	
Pavement Area (in Square yard)	2,243	
Type of Pavement	Concrete	
Conceptual Cost		
Site Clearing - @ \$9,000/acre	6,519	\$9000 / acre
Site Grading - \$15/CY	35,056	Assumed Average 2' depth of cut / fill, r/w to r/w
Roadway Construction - \$65 / sy	145,795	Asphalt pavement, includes subgrade preparation
Sidewalk - 5' wide - Both sides - \$30 / LF	37,860	
Drainage structures and underground pipes	25,000	
Subtotal	250,229	
Mobilization - 8%	20,018	
Contingency - 15%	37,534	
Total - Construction	307,782	
Study, Survey & Design (15% of Const.)		
Right-of-Way Acquisition - \$20,000 / acre	15,389	
Construction Administration(5% of Const.)	15,389	
Total - Engineering		
GRAND TOTAL (Construction Only)	\$ 323,171	

**PROPOSED SAM HOUSTON SATE APARTMENTS, LAKE ROAD - SANITARY SEWER IMPROVEMENT -
CONCEPUTAL CONSTRUCTION COST ESTIMATE**

Item No.	Description	Quantity	Unit of Measure		
				Unit Price	Total
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
3	Trench Safety	400	LF	\$ 2.00	\$ 800.00
4	10" Sanitary sewer	3200	EA	\$ 75.00	\$ 240,000.00
5	Precast Concrete Sanitary sewer Manholes, 4' Dia all depth	8	EA	\$ 6,500.00	\$ 52,000.00
6	Sanitary Sewer Connections	6	EA	\$ 1,200.00	\$ 7,200.00
7	Bypass Pumping	1	LS	\$ 10,000.00	\$ 10,000.00
8	Contingency (pavement replacement, driveway replacement, site restoration, vegetation, inlet protection, control of groundwater, etc.)	1	LS	\$ 50,000.00	\$ 50,000.00
8	Design and Survey	1	LS	\$ 57,500.00	\$ 57,500.00
Total				\$442,500.00	

EXHIBIT "C"





CITY COUNCIL AGENDA

7/5/2016

Agenda Item: 5c

Item/Subject: Consider authorizing the City Manager to enter into a development agreement with SFG Huntsville-1, LLC for construction of sewer facilities for a project located in the 2200 block of Sam Houston Avenue.

Initiating Department/Presenter: Community & Economic Development

Presenter: Aron Kulhavy, CED Director

Recommended Motion: Move to authorize the City Manager to enter into a development agreement with SFG Huntsville-1, LLC for construction of sewer facilities for a project located in the 2200 block of Sam Houston Avenue.

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: During the water and sewer collection and distribution system studies completed by Freese and Nichols, numerous sewer improvements were identified. In the 2016-17 CIP budget, staff has identified almost \$2 million in improvements necessary near the center of town south through the Sam Houston Agricultural Center complex and continuing through the golf course (shown on the attached map). This existing segment of sanitary sewer is significantly undersized and does not have the capacity to meet existing needs, much less future development in the area.

One of the existing bottlenecks is downstream from a proposed apartment development on Sam Houston Avenue at the location of the old Army Reserve building. The 2.5-acre project will consist of approximately 145 units and 502 bedrooms.

In order to serve this development, approximately 1250' of existing 8" sewer line must be upgraded to 12" through the SHSU Agricultural Center. This upgrade is not only necessary for the proposed development but will increase capacity available to sustain additional development in the area. Staff and the developer have discussed alternative means to provide adequate sewer to this project, but the proposed route, while not the least expensive, is the best means to do so.

In order to facilitate both this proposed development as well as to partner in alleviating some existing infrastructure challenges in the community, staff has proposed entering into a development agreement with SFG Huntsville-1, LLC in the construction of the infrastructure located off the site of the proposed development. This development agreement is in the same format as the other agreements the City enters into when a developer is installing improvements dedicated to the City for future maintenance with the exception that under this agreement the City will participate in the cost of the offsite infrastructure.

As drafted in the agreement, the City will contribute 30% of the cost of the offsite sewer line. According to conceptual estimates provided by the City Engineer, the offsite sewer improvements are \$240,200, with a permit fee of approximately \$6,000.

Under the proposed agreement, the total commitment from the City on this project would be approximately \$79,000, with \$72,000 from rebated sewer revenue, and \$6,000 in waived permit fees. The sewer payment would be done annually as a rebate on 75% of the revenue collected from the project for a period not to exceed five years or not to exceed 30% of the project cost. The waiver of the public improvement fees would only apply to these specific sewer improvements; all other permit and development fees would be applicable.

In approving this development agreement, the Council will not only add in excess of \$10 million in residential investment but would also cause the construction of over \$200,000 in City infrastructure. This investment would come at a total cost of less than \$80,000 to the City with most of that coming from future revenue or fee waivers. *Should the Council not approve this agreement, the Developer may not move forward with the project at this time and the City would be 100% responsible for the sewer improvements, connectivity between Lake and Montgomery Roads would still not exist, and the tract could remain undeveloped, generating minimal revenue for the community.*

Previous Council Action: The Council has taken no action on this particular item.

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted: _____ - _____ - _____ In the amount of \$ _____

Item is not budgeted: \$72,000 for the sanitary sewer will come from rebate of future sewer revenue
\$6,000 estimated permit fee waiver

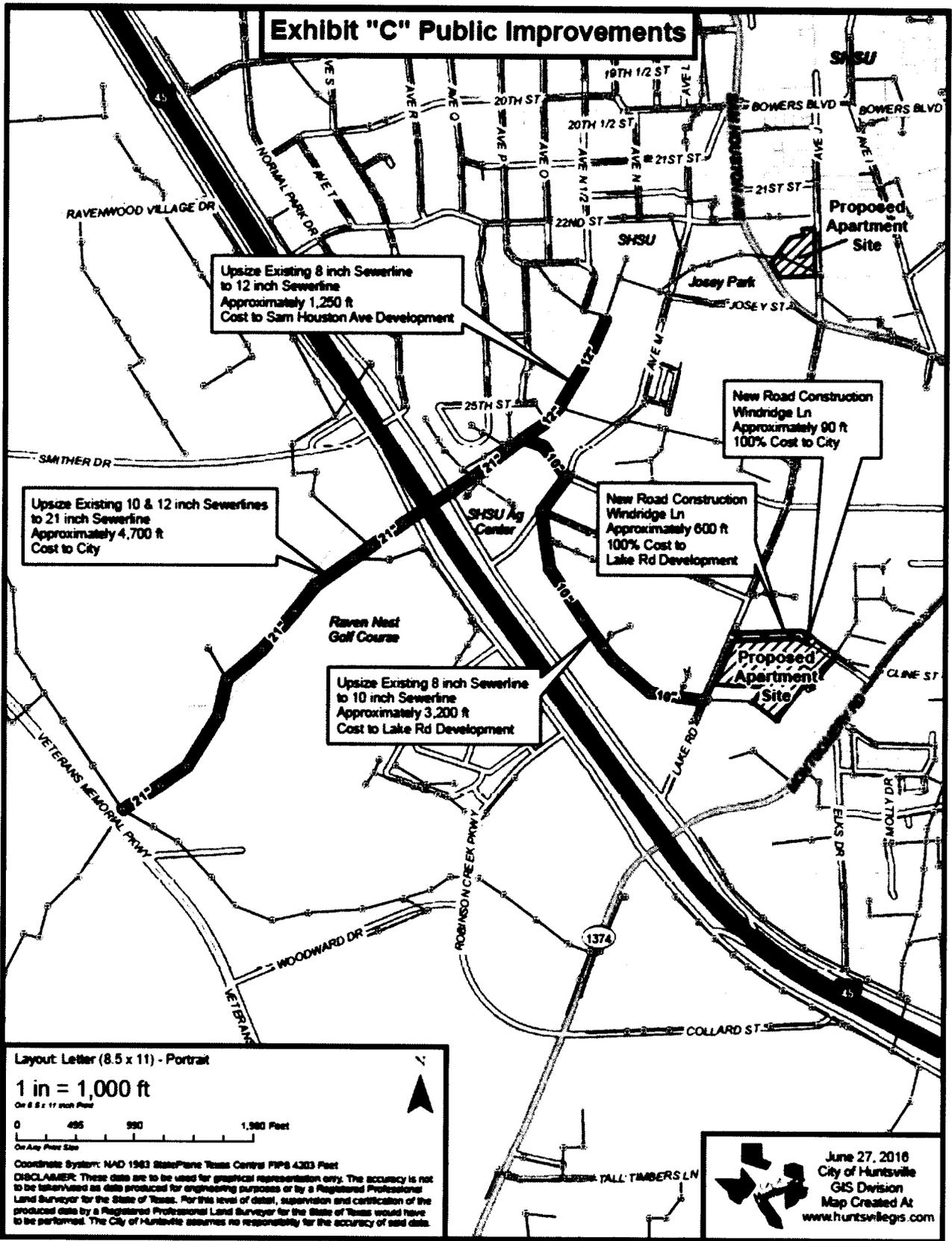
Item is estimated to generate additional revenue: Based upon a similar multi-family project, Forum Sam Houston, the project is estimated to generate \$31,000 in permit fees, \$40,000 in annual property taxes, \$70,000 in water revenue, \$90,000 in sewer revenue, and \$15,000 in solid waste revenue.

Based on the estimated revenues generated from this project, the sewer improvements will pay off within two years.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Map of needed sewer improvements (p. 3)
- Draft Development Agreement including exhibits (p. 4-14)





PROJECT: Stonemont Site Improvements

This AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS ("**Agreement**"), is between the CITY OF HUNTSVILLE, a home-rule municipal corporation, 1212 Avenue M, Huntsville, Texas 77340 ("**City**"), and ___SFG HUNTSVILLE-1, LLC _____, ("**Developer**");

WHEREAS, Developer is the owner of that certain parcel of land situated in the City of Huntsville, Walker County, Texas, generally known and described as __Lot 1 of the Huntsville Fire Station Number 2 Subdivision (attached hereto as **Exhibit "A"**), and Developer proposes to do and perform certain improvements thereon as hereinafter set forth; and

WHEREAS, City desires to assure that the proposed public improvements will be done in good workmanlike manner and in accordance with the laws now in force and effect in the City of Huntsville, Texas, including the current Development Code, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Developer declares that it is familiar with the regulations and laws now in force and effect in the City of Huntsville, Texas, including the current Development Code and agrees to comply therewith; and

WHEREAS, an easement vacation and rededication on this tract are necessary in accordance with the City's Development Code, has been filed by Developer with City for approval by the City Council

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of easement vacation and proposed easement dedications and the acceptance of, therein offered for dedication for public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section 1. General Requirements

Developer shall, at its own cost and expense, supply all materials and complete all of the improvements set forth in the attached exhibit (attached hereto as **Exhibit "B"**) to the satisfaction of the City Engineer of the City at an estimated construction cost of \$209,200.

Section 2. Monumentation

Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all property corners and monuments shown on the map that have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of Texas, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever or

by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Section 3. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits, licenses and approvals for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

Section 4. Superintendence by Developer

Developer shall give personal superintendence to the work of the improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Developer.

Section 5. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

Section 6. Repair or Reconstruction of Defective Work

If, within a period of one year after final acceptance of the work performed, under this agreement, any structure or part of any structure furnished, and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement, or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements, to be made before developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%).

Section 7. Definition and Ownership of Improvements

The term "improvements" means: grading, paving, curbs and gutters, pathway, storm and sanitary sewers, utilities, drainage facilities, traffic control, landscaping, and street lights, or other public facilities that shall be shown in detail upon plans, profiles and specifications that have been prepared by engineers acting for Developer subject to approval by the City Engineer of City. No work on these improvements shall be commenced until plans and profiles therefore have been submitted to and approved by the City Engineer. The cost of plan checking and inspection shall be paid by Developer. All public improvements constructed or installed pursuant to this agreement expressly including water and sewer lines, but not limited thereto, shall become the sole exclusive property of the City of

Huntsville, without payment therefore, upon acceptance of the improvements by the City. Developer agrees to execute any documents required for the transfer of the completed improvements to the City.

Section 8. Time of Completion

All of the public improvements shall be completed within twelve (12) months from the effective date of this Agreement. In the event that Developer fails to complete the public improvements within the twelve months' period, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Developer, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of these public improvements. The time for completion may be extended by the City Engineer, in writing, for good cause shown by the Developer.

Section 9. Surety

- A. Before construction begins on the improvements, the developer shall file with the City both:
 - (1) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost remaining as determined by the City Engineer to guarantee performance of all the provisions of this agreement, and
 - (2) acceptable surety in the amount equal to 100 percent (100%) of the estimated construction cost remaining as determined by the City Engineer to guarantee payment to the contractor, his subcontractor, and to persons renting equipment or furnishing labor and materials to them for the improvements required under this agreement.
- B. Acceptable surety shall be in the form of surety bonds (issued by a company acceptable according to the latest list of companies on file with the Secretary of State of Texas), or in the form of an irrevocable letter of credit from a local bank, on a form acceptable to the City, or in the form of a cash deposit to be held by the City.

Section 10. Effective Date of Contract

This agreement shall not become effective unless and until the existing easements are vacated proposed easement dedication by approval by the City Council.

Section 11. Liability for Nonperformance

Neither the City nor any of its officers or agents shall be liable to Developer or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract.

Section 12. Liability for Personal Injuries

The City shall not be liable to the Developer or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of the land covered by this agreement, or any part thereof.

Section 13. Release and Indemnification

The Developer hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon premises adjacent thereto pursuant to this agreement, and also from any and all injuries to and deaths of persons and injuries to property or their interests and all claims, demands, costs loss, damage, and liability, howsoever may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Developer, the Developer's agents, employees, and subcontractors, while engaged in the performance of that work.

Before any work pursuant to this agreement, Developer's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Minimum liability and property damage insurance shall be not less than **\$500,000** for all damages arising out of bodily injury or to death of one person and not less than **\$1,000,000** for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less than **\$100,000** for all damages and/or destruction of property in any one occurrence and not less than **\$500,000** for all damages and/or destruction of property during the policy period. This policy shall be in favor of Developer or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. This policy shall not be canceled until City shall have had at least thirty (30) days notice in writing of such cancellation.

Section 14. Liability of Developer

The Developer agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided, that acceptance by the City shall in no way eliminate or lessen any of Developer's obligations or undertakings contained in this agreement.

Section 15. Developer's Expenses

The Developer shall pay for the following expenses:

- A. The Developer shall cause to be made and pay for soil tests made by a reputable soils testing laboratory to determine gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature of the improvement necessary. The developer shall also cause to be made and pay for all compaction tests required by the City Engineer.
- B. The Developer and his subcontractors shall pay for any materials, provision, provender, and other supplies or equipment used in, upon, for or about the performance of the work contracted to be done.
- C. All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. The cost of inspections shall be paid by the Developer.
- D. Sewer and water fees as established by City shall be paid prior to the time of connection to any existing sewer or water line, or to any extension of an existing sewer or water line. In the event the Developer sells lots before the sewer and water connection fees are paid, no building permit shall be issued for any lot within the subdivision until the sewer and water connection fees therefore are paid. The payment of these connection fees shall be the primary obligation of Developer subject to the right of the City to collect connection fees at the time of issuance of a building permit.

Section 16. Approval by City Engineer

It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this agreement if such work does not conform with the plans and specifications mentioned herein or the ordinances of the City of Huntsville. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Developer before release of bond or final acceptance of completed work.

Section 17. Obligations of Developer

Notwithstanding the fact that Developer's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Developer of satisfactorily performing the work or his obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Developer or its engineer, with the City of Huntsville's standards and with the provisions of the codes of the City. Developer warrants that its plans and specifications conform as a minimum to the ordinances and that they are adequate to accomplish the work in good workmanlike manner and in accordance with sound

construction practices.

Section 18. Participation by City

The City agrees to waive all permit and inspection fees for the portions of the Improvements included in this section.

The City shall participate in the construction of the public improvements by reimbursing the Developer for thirty percent (30%) of the cost to construct the improvements as described in the map titled "Public Improvements" as shown in Exhibit "B" and shown on the map titled Public Improvements (attached hereto as **Exhibit "C"**). This amount shall not exceed \$67,500.

Reimbursements for construction of the sewer line shall be made as annual reimbursements to the Developer from the City equal to an amount of 75% of the sewer revenue collected by the City from the project. Each reimbursement payment to the Developer will be made by January 31st solely from the sewer revenue collected from Project. Reimbursements shall continue under this agreement until such time Developer has received the amount included in this section or until five years from date of issuance of the Certificate of Occupancy for the project, whichever comes first.

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Developer shall file a Notice of Completion with the City Engineer of the improvements herein specified.

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It is hereby mutually covenanted and agreed by the parties hereto that Developer's contractors are not agents of City, and that the contractors' relations to City, if any, are those of independent contractors.

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Upon the satisfactory completion of the improvements by the Developer, the City Engineer shall certify that the work of these improvements has been satisfactorily completed.

Section 22. Assignment

This agreement shall not be assignable by Developer without written consent of City.

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Upon completion of the job and subsequent to the acceptance of the job by the City, the Developer shall supply the City with one mylar (4 mils) set of "as built" and shall reflect the job as actually constructed, with all changes incorporated therein.

24. Miscellaneous

a. The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

b. Except as otherwise provided in this Agreement, this Agreement may be amended, modified or terminated only by written instrument executed by duly authorized representatives of the Parties.

c. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party.

d. All notice provided for under the terms of this Agreement by either Party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested addressed and delivered to the following:

To the City: City of Huntsville
 Attn: City Manager
 1212 Avenue M
 Huntsville, TX 77320

To the Developer: SFG Huntsville – 1 LLC
 Attn: William I. Markwell III
 3414 Peachtree Road NE, Suite 250
 Atlanta, GA 30326

Any notice or other communication required or permitted under this Agreement shall be deemed to be delivered when delivered by United States mail, registered or certified, with return receipt requested and postage prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt. Notice in any other manner shall be considered delivered if and when received by the other Party to be notified and acknowledged in writing by the Party to be notified. Either Party may change its address by giving written notice of such change to the other Party.

25. Remedies The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through negotiation between their executives. In the event the parties are unable to reach agreement, they will enter into a process of mediation in Walker County under the supervision of a mutually agreed upon mediator. This paragraph does not limit the rights of any remedies available under state and common law. Neither party shall be liable for any special or consequential

damages, including, without limitation, lost profits or anticipated lost profits, whether direct or indirect.

26. Governing Law This Agreement will be construed under and governed by the laws of the State of Texas and Venue will lie in Walker County District Court, State of Texas.

27. Entire Agreement The headings at the beginnings of each paragraph are for reference only and shall not affect the meaning or construction of this Agreement. This Agreement sets forth the entire agreement between the parties with respect to the Material, and it may be changed only in writing signed by the parties. The person signing this Agreement has the requisite authority to personally or on behalf of Supplier make the commitments and undertake the responsibilities described in this Agreement.

EXECUTED on the _____ day of _____, 2016 by City, signing by and through its City Manager, and Developer through its duly authorized officials.

CITY OF HUNTSVILLE

BY: _____
Matt Benoit, City Manager

ATTEST:

BY: _____
Lee Woodward, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

BY: _____
Leonard Schneider, City Attorney

BY: _____
Y. S. Ramachandra, City Engineer

DEVELOPER

BY: _____
_____, Developer

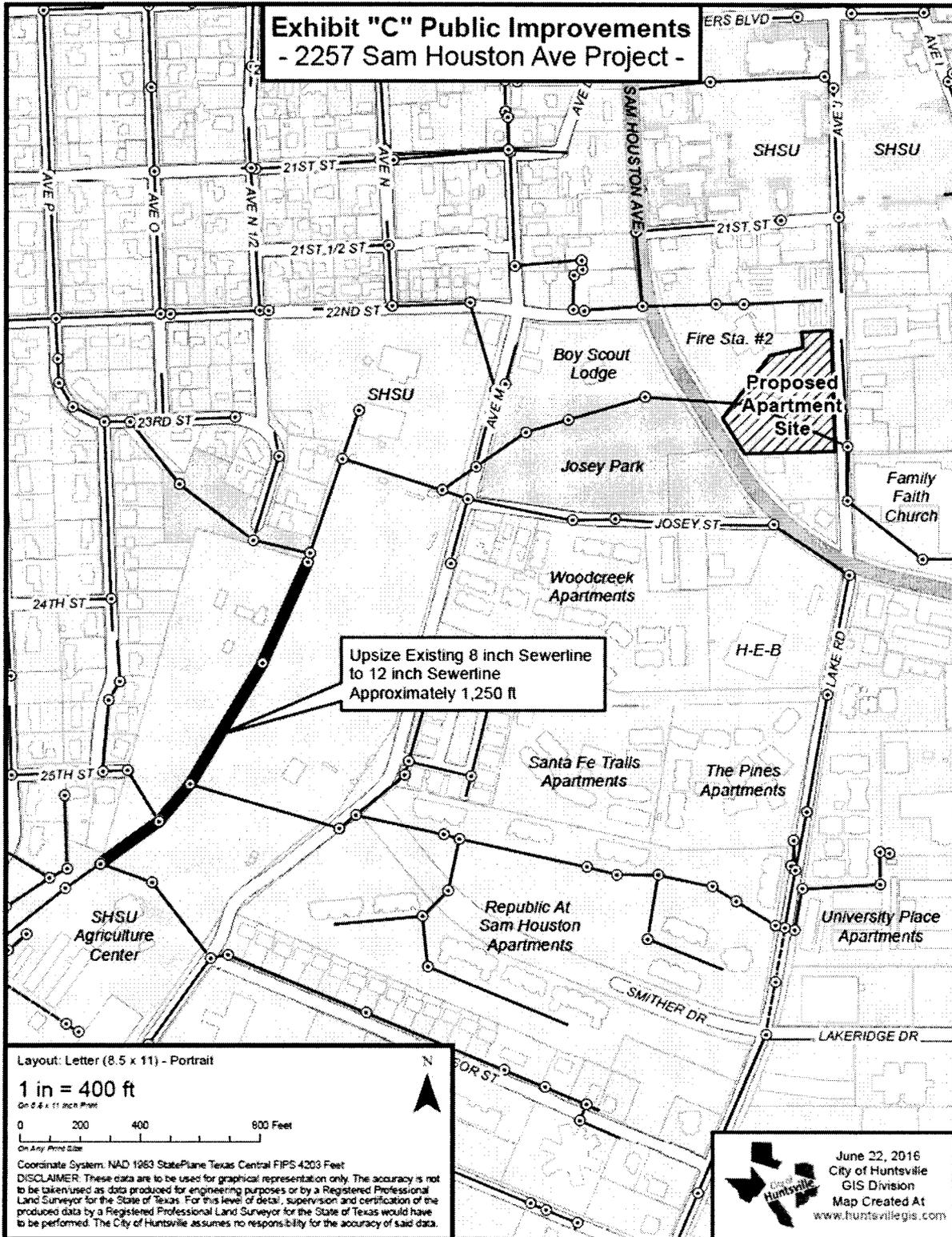
EXHIBIT "A"

Lot 1 of the Huntsville Fire Station Number 2 Subdivision

EXHIBIT "B"

PROPOSED APARTMENTS AT OLD ARMORY SITE ON SAM HOUSTON AVENUE - SANITARY SEWER IMPROVEMENTS - CONCEPTUAL COST ESTIMATE					
Item No.	Description	Quantity	Unit of Measure		
				Unit Price	Total
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
3	Trench Safety	1300	LF	\$ 2.00	\$ 2,600.00
4	12" Sanitary sewer	1250	EA	\$ 90.00	\$ 112,500.00
5	Precast Concrete Sanitary sewer Manholes, 4' Dia all depth	7	EA	\$ 6,500.00	\$ 45,500.00
6	Sanitary Sewer Connections	3	EA	\$ 1,200.00	\$ 3,600.00
7	Bypass Pumping	1	LS	\$ 8,000.00	\$ 8,000.00
8	Contingency (pavement replacement, driveway replacement, site restoration, vegetation, inlet protection, control of groundwater, etc.)	1	LS	\$ 25,000.00	\$ 25,000.00
8	Design and Survey	1	LS	\$ 31,000.00	\$ 31,000.00
Total				\$240,200.00	

EXHIBIT "C"







CITY COUNCIL AGENDA

7/5/2016

Agenda Item: 6

Item/Subject: Consideration and discussion on Citizen Participation Request from Mac Woodward for the Rita B. Huff Humane Society and Adoption Center FY 16–17 budget request.

Initiating Department/Presenter: City Manager

Presenter: Kevin Lunsford, Acting City Manager

Recommended Motion: This item is not posted for action. City Council consideration and discussion is encouraged. If there appears to be majority support for any action, the motion may be to, "Move to direct the City Manager to include the Rita B. Huff Humane Society and Adoption Center budget requests in the FY 16–17 budget as requested by the Center."

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

Discussion: Mr. Woodward requested the Center be able to provide a presentation related to the Center's funding request for Shelter Operations for the City's FY 16–17 budget. Funding by the City for FY 15–16 and the previous seven years has been \$36,000 annually. The request by the Center for the 16–17 Fiscal Year is \$150,000. In the last three years the City has placed on average 600 animals with the Center by the City's Animal Control Officer and we are on track to placing that many animals with the Center in the current 15–16 FY.

Approvals: City Manager

On Wednesday, June 22, 2016 at 9:33 AM, Mac Woodward wrote:

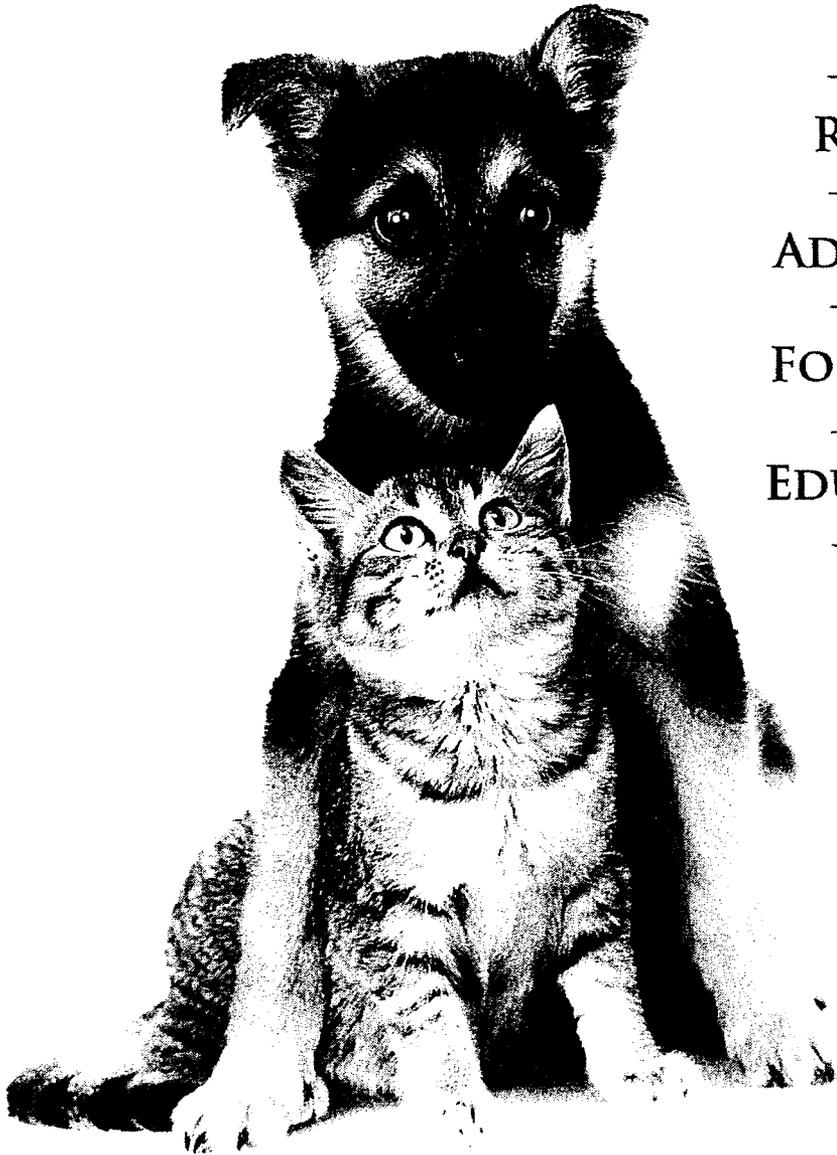
Please place an item on the agenda for the City Council meeting on July 5, 2016 under Request for Citizen Participation for the Rita B. Huff Humane Society and Adoption Center to make a presentation on 2017 Budget Request.

Thank you,
Mac Woodward

Pages 2 – 12: Rita B. Huff info., demographics, statistics

Page 13 – 16: Rita B. Huff shelter operations funding request for FY 16–17 budget

Page 17 : Rita B. Huff spay and neuter program funding request for FY 16–17 budget



—>>><<<—
RESCUE

—>>><<<—
ADOPTION

—>>><<<—
FOSTERING

—>>><<<—
EDUCATION

RITA B. HUFF HUMANE SOCIETY
AND ADOPTION CENTER

JUNE 2016

Rita B. Huff Humane Society and Adoption Center Meeting the NEEDS of the Community

OUR STORY: The Rita B. Huff Humane Society of Walker County was founded in 1982 by a group of concerned citizens. The Society took its name for Dr. Rita B. Huff, a professor and Chair of the Accounting Department at Sam Houston State University. Dr. Huff used her ranch as a shelter. She took in stray dogs and cats, nursed them to health, and had them neutered and spayed and found them homes.

Days before the first formal meeting of the organization. Dr. Huff suffered a stroke and died. Rita B. (as we are known for being called) was incorporated and became a 501(c)3. In 1985, the Gibbs Brothers donated land. Building plans were drawn up and the shelter opened August 1, 1986.

CURRENT CONDITIONS: Rita B. serves Walker County (801 square miles with a population of more than 70,000) and the surrounding areas including Trinity County (714 square miles with a population of more than 14,000) and the city of Madisonville (4.3 square miles with a population of more than 13,000). This totals more than 2,000 square miles with more than 97,000 people served. Huntsville is designated as a Red Cross Hub for evacuees from South Texas to Dallas -- all along the I45 corridor. The shelter is responsible for taking in and providing all evacuees' animals, large and small.

The current shelter (~3,700 square feet) is housed on .63 acres of land with no room for expansion. **Separation from sick and healthy pets is limited.** Limited housing for adoptable pets has been a problem. The shelter has onyx 18 inside kennel runs, 13 stainless steel cat cages and 2 rabies isolation kennels. There are 18 outside dog runs and Rita B. can only currently spay/neuter ~ 35 - 40 animals weekly. Clinic is in dire need to increase intake and nurse animals to health, and we became a No-Kill Shelter on April 21, 2016. Parking and freedom for the pets is an issue.

THE FUTURE: The new Adoption Center facility will include State-of-the-Art design elements that present a welcoming, bright, open interior to visitors - unlike traditional animal "shelters", "Humane Societies" or the "Pound" brings to mind. These new design plans focus on Adoption and supporting pet owners so they do not feel that they need to give up their pet.

Lost and Found: There will be a separate "Lost and Found" animal intake building to evaluate new arrivals and help owners find their lost pets. This will be a state certified rabies quarantine holding space.

Clinic: We will have a separate, expanded Clinic facility with vet service to increase from the current once a week to three times a week to better serve more animals free to residents of Walker and Trinity Counties who are on government assistance.

Adoption Center: The largest building on the campus will be the Adoption Center where we will focus on placing every adoptable cat and dog in a loving home. This open and bright space will feature a large open 12-foot ceiling Reception Area, two large cat rooms that will house kittens and mature cats on elevated shelves, in cozy boxes, and in numerous nooks and crannies and open perches throughout.

We will also be able to house dogs of varying sizes and breeds in a unique octagon shaped series of two dog rooms that face each other across the open floor in the middle. This helps socialize the dogs with each other as well as be in visual contact with handlers and staff working in the center. These dog rooms open to the back into open-air dog runs where they can play and exercise with other dogs of their approximate size.

Many of our adoptable dogs will be in foster homes until adopted. Prospective adoptees will be able to visit and play with their potential new family member in living room-like visitation rooms.

Adoption focused programs will include:

- Dog and cat "sleepovers" with prospective adoptees for up to two weeks
- Dog walking and jogging on various trails in the area to allow bonding
- Internet access to all of our adoptable cats and dogs to allow for quick access by prospective adoptee families to photographs and information on each animal
- Puppy Pre-school training classes (free) in our large reception area for new owners to help move puppy with obedience and potty training
- Support for pet owners who need food or intervention training for their dogs
- Availability of a two acre dog park exercise area for Center dogs and public use
- Memorial Gardens for deceased pets
- Significantly expanded opportunities for Community Service and Volunteers to support our Adoptions
- Stronger investigation programs for abused and neglected animals

Rita B. Huff Animal Adoption Center is part of the State of Texas disaster and evacuation plan and our new facility and the increased amount of land available to us can be designed to handle several hundred evacuee animals at a time.

Almost 8 acres of land on North I-45 has already been purchased to accommodate this new, State-of-the-Art campus and we are in the early stages of organizing and launching a Capital Campaign to raise the almost \$4.1 million needed. The finished complex will be a destination for animal shelter managers and designers across the nation to visit and emulate!

Rita B. Huff Adoption Center

Rescue • Adoption • Fostering • Education

Meeting the NEEDS of the Community

Mission Statement

Our mission is to preserve the lives and well-being of animals through adoption, rescue, spaying & neutering and education.

Vision Statement

To serve the citizens of the City of Huntsville, New Waverly, Riverside, Walker and surrounding counties. To protect the health, safety and welfare of all animals, and educate our children and citizens who reside in these communities.

Staff

Interim Executive Director

Debbie Toney

On Staff Veterinarian

Deborah Wasaki, DVM

Staff Members

Necy Peoples

Virgia Greer

Katie Padgett

All Staff, including part-time employees, serve in roles to fulfill every position.
Receptionist, Adoption/Foster/Rescue/Volunteer Coordinators,
Intake Management, Facility Cleaning, Customer Service and more.

Contact Information

Hours of Operation

Monday - Friday 12:00 noon - 6:00 pm and Saturday 12:00 noon - 4:00 pm

Mailing Address

530 Bearkat Blvd., Huntsville, TX 77340

(936) 295-4666 Fax (936) 295-4799

Email Address: rbhas48@yahoo.com

Website: www.ritabhuff.org

Rita B. Huff Adoption Center

Rescue • Adoption • Fostering • Education

Meeting the NEEDS of the Community

Board of Directors

Elaine Brown – President

Misty Harrelson – Vice President

Karen Denman – Secretary

Suzanne Steed – Treasurer

Jennifer Davis

Jane Ellisor

Sara Beth Ellisor

Renee James

Dawn Knight

Bill McAdams

Shan McAdams

Sharon Rose

Matthew Vodehnal, DVM

Mac Woodward

ADVISORY BOARD

Barbara Collins

Former President of Board, Community Activist

Bill Durham

Attorney at Law

Salise Shuttlesworth

Executive Director

Friends for Life/Don Sanders Adoption Center

Rita B. Huff Adoption Center

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Background Information

- Founded in 1982
- Actual Center (shelter) opened in 1986
- Spay/Neuter Clinic opened in 2003
- Human Population in Service Area 70,210
- 2015 Dog and Cat Intake 4,144
- Ratio of Center Intake as a % of Human Population 5.90%

Rita B. Huff Adoption Center

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Meeting the NEEDS of the Community

Intake Stats

- 1990
3719 Animals
- 2004
5766 Animals
- 2010
5986 (almost 6000) Animals
- 2014
3903 Animals

Population Increase of Walker County

- 1986 50,746 residents
 - 2016 70,210 residents
- Increase of more than 39% since inception.

Rita B. Huff Adoption Center

Rescue • Adoption • Fostering • Education

Meeting the NEEDS of the Community

Facility Stats

- Only shelter in an approx. 40-mile radius
- Located on .63 (little more than 1/2) acre
- Building is approx. 3,700 square feet
- 18 Indoor Kennels/18 Outdoor Kennels
- One Cat Room
- Max capacity with use of non-traditional housing is approximately 80 animals each
- Designated FEMA Recovery Disaster Center for 36 Counties

**WE OFFER A PUBLIC SERVICE FOR THE
GREATER GOOD OF PUBLIC HEALTH
TO OUR COMMUNITY.**

RBHAS Approved Budget
2015-2016

INCOME		EXPENSE	
Operating Income:		Operating Expenses:	
Adoptions	35,000	Maint./Repairs/Improv.	12,500
City	36,000	Dog Park	500
City/SNAP	8,500	Operating Supplies	12,500
County	12,000	Miscellaneous	4,000
County/SNAP	12,000	Advertising	3,000
Trinity Co./SNAP	2,000	Audit	2,400
City of Trinity/SNAP	500	Bank Charges	2,000
SNAP fees from citizens	15,000	Drugs/Medical Supplies	28,235
Contributions	50,000	Impound fees to City	1,500
Total Operating Income	\$171,000	Insurance	3,000
		Telephone	2,500
		Utilities	11,250
Drop-off fees		Total Operating Expenses	\$83,385
City Residents	8,500		
County Residents	12,500	Special Events	
Madisonville Residents	200	Bow Wow Band Jam	500
Madison Co. Residents	500	Bow Wow Wine Fest	2,500
Trinity Residents	250	Fair on the Square	100
Trinity Co. Residents	2,000	Garage Sale	2,500
M'ville Animal Control	4,500	Mail-outs	2,000
Total Drop-off fees	\$28,450	Pins for Pets	1,500
		Projected Fundraisers	1,000
		Total Special Events Exp.	\$10,100
Fees & Misc. Income			
Impoundment fees	8,000	Staff Expenses	
Miscellaneous	250	Payroll	165,400
Total Fees & Misc. Income	\$8,250	FICA	10,250
		Medicare	2,420
Special Events		State Unemployment	1,250
Bow Wow Band Jam	3,500	Contract Labor-Veterinarian	20,000
Bow Wow Wine Fest	15,000	Health Insurance	22,000
Fair on the Square	350	Training	1,500
Garage Sale	5,000	Worker's Comp.	2,600
Mail outs	15,000	Total Staff Expenses	\$225,420
Pins for Pets	3,000		
Projected Fundraisers	69,355		
Total Special Events	\$111,205		
TOTAL INCOME	\$318,905	TOTAL EXPENSES	\$318,905

Rita B. Huff Humane Society

About the Animal Shelter "Snap" Program

FREE Spay/Neuter Program Policy:

- 1) This program is also available for residents of the City of Huntsville, Walker County, City of Trinity and Trinity County.
- 2) Applicants must show proof of government assistance: Food Stamps, Housing, AFDC, WIC, VA, Disability, Medicaid, School Lunch Program, Senior Citizens on fixed Social Security, College Financial Aid. Applicants must also show their driver's license and utility bill showing their correct current address. A copy of this will be attached to the application.
- 3) The surgery is free. There are optional fees of \$10.00 for pain medication and \$15.00 for a microchip.
- 4) Each applicant can have up to three pets spayed/neutered per year.

Spay/Neuter Assistance Program Policy:

- 1) This program is also available for residents of the City of Huntsville, Walker County, City of Trinity and Trinity County.
- 2) Applicants must be below 200% poverty level:

Size of Family:	Up to:	Monthly:
1	20,420	1,701
2	27,380	2,281
3	34,340	2,861
4	41,300	3,441
5	48,260	4,021
6	55,220	4,601
7	62,180	5,181
8	69,140	5,761

- 3) Applicants must show proof of income, driver's license and utility bill showing their correct current address. A copy of this will be attached to the application.
- 4) The surgery fee is \$30.00. There are optional fees of \$10.00 for pain medication and \$15.00 for a microchip.
- 5) Each applicant can have up to three pets spayed/neutered per year.

SPAY/NEUTER BILL SB 1517

Home
History
Adoptions
Snap Program
Services & Fees
Pets for Adoption
Microchipping
Emergency List
Events & Fundraisers
Volunteering
Donate to RBH
Board & Advisors
Staff
Contact Us



Activity Report

Rita B. Huff Animal Shelter

Received	Octo ber		Nove mber		Dece mber		Janu ary		Febr uary		Mar ch		Apr il		May		TOT AL		YTD		YTD	
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	2014/2015	2015/2016
Received Citizens	41	36	81	19	69	29	59	28	51	19	55	26	62	60	38	48	419	217	636	558	636	558
HUNTSVILLE	73	96	97	47	67	51	84	9	81	12	53	34	72	40	21	26	507	289	796	879	796	879
WALKER COUNTY	3	0	0	0	0	0	1	1	14	0	4	0	1	3	0	0	23	5	28	17	28	17
TRINITY	17	21	12	17	20	2	9	5	14	2	7	3	10	4	0	0	89	54	143	123	143	123
TRINITY COUNTY	1	2	0	2	0	1	1	0	2	0	0	0	0	0	0	0	4	5	9	10	9	10
MADISONVILLE	1	0	2	0	0	0	1	0	4	0	3	0	0	0	0	0	34	0	34	2	34	2
MADISON COUNTY	10	14	21	10	13	5	7	4	5	10	3	3	2	0	1	0	61	46	107	108	107	108
OTHER	29	15	18	2	24	11	43	7	14	11	22	10	26	14	11	11	176	70	246	244	246	244
An. Contr.	0	0	0	0	3	0	0	0	4	0	0	0	0	0	0	0	7	0	7	17	7	17
HUNTSVILLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	101	0	101
TRINITY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	0	68
TRINITY CO.	2	0	1	0	8	0	3	0	8	0	8	0	0	0	0	0	30	0	30	68	0	68
MADISONVILLE	177	184	252	97	204	100	194	54	197	64	166	76	173	121	71	85	1421	771	2192	2128	2192	2128
RIVERSIDE	68	103	144	88	94	79	55	25	47	30	74	26	40	38	1	5	523	395	918	1405	918	1405
TOTAL	38%	56%	57%	91%	46%	79%	28%	46%	24%	56%	47%	34%	23%	31%	1%	7%	37%	51%	42%	66%	42%	66%
EUTHANIZED	34	16	34	19	55	25	40	14	64	27	40	11	39	30	26	18	305	143	449	346	449	346
% of received	24	7	57	0	31	2	81	5	57	16	28	11	47	12	45	7	305	53	358	143	358	143
ADOPTED	58	23	91	19	86	28	101	19	121	43	68	22	86	42	71	25	611	196	807	489	807	489
RESCUE	33%	13%	36%	20%	42%	28%	52%	35%	61%	80%	44%	29%	50%	35%	100%	29%	43%	25%	37%	23%	37%	23%
% of received	27	1	16	2	19	1	24	0	15	0	12	1	18	1	22	2	131	5	137	89	137	89
RET. TO OWNER	15%	1%	6%	2%	9%	1%	12%	0%	8%	0%	8%	1%	10%	1%	31%	2%	9%	1%	6%	4%	6%	4%
% of received	0	1	4	4	2	2	0	0	5	1	0	1	0	1	3	7	11	10	21	16	21	16
ESC./DIED	1	0	0	0	0	0	2	0	2	0	1	0	4	0	1	0	10	0	10	17	10	17
RABIES OBSERV.	34	24	23	7	27	19	33	22	42	35	51	16	40	10	0	0	250	133	383	274	383	274
SPAYED/NEUTERED	100%	150%	68%	37%	49%	73%	83%	157%	68%	130%	129%	145%	103%	33%	0%	0%	82%	93%	85%	79%	85%	79%
% of adopted	27	13	22	7	27	19	30	22	42	35	36	15	32	10	0	0	216	121	337	251	337	251
RABIES VACC.	79%	81%	85%	37%	49%	73%	75%	157%	66%	130%	90%	136%	82%	33%	0%	0%	71%	85%	75%	73%	75%	73%
% of adopted	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV	S/N	RV
SNAP Huntsville	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SNAP Walker Co.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SNAP Trinity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SNAP Trinity Co.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Free S/N H'ville	16	10	11	8	18	17	7	5	8	7	16	12	5	4	0	0	81	63	85	61	85	61
Free S/N Walker Co.	14	10	26	23	17	13	20	18	17	15	9	6	14	12	0	0	117	97	155	125	155	125
Free S/N Trinity	2	1	2	2	1	1	7	4	4	4	0	2	2	0	0	0	18	14	9	6	9	6
Free S/N Trinity Co.	6	4	2	2	5	5	1	1	2	1	4	3	7	5	0	0	27	21	24	13	24	13
TOTAL	38	25	41	35	41	35	41	35	28	31	27	29	21	28	23	0	243	195	306	231	306	231

**CITY OF HUNTSVILLE
COMMUNITY FUNDING FORM**

1212 Avenue M, Huntsville, TX 77340-4608
936-291-5403 – lwoodward@huntsvilletx.gov

Return completed form to the City Secretary's office by 5 pm, April 29, 2016

1. Applicant Organization: **Rita B. Huff Humane Society and Adoption Center**
530 Bearkat Blvd.
Huntsville, TX 77340
(936) 295-4666

FOR STAFF USE ONLY:
Fiscal Year: _____
Funded: _____
Date received: _____
Program: _____
Completed: _____

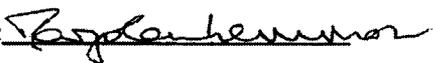
2. Program/Project Title:
**Conversion Programs to become a No Kill
Animal Adoption Center**

5. Project Dates:
Starting: **October 1, 2016**
Ending: **September 30, 2017**

3. Project/Program Total Budget: **\$468,905**

4. Submitted by: **Marjolein Lemmon, Executive Director**
(936) 295-4666 – work
(936) 662-4953 – home
Date: **April 29, 2016**

Funds Requested: **\$150,000**
Date Funds Needed: **Oct. 1, 2016**

Signature: 

6. Number of years this program has been in existence:
29

7. Number of years program funded by COH:
27

8. Other sources of program or project funding and amount requested from other agencies:

Walker County – \$24,000
City - \$36,000
Fundraisers – \$59,905
Donations – \$100,000
Fees – \$85,000
Miscellaneous – grants and other minor sources of income

9. Please provide a brief description of service to be provided:

After more than 8 months of research, visits to more than 6 facilities around the country and attending a Needs Assessment workshop with Animal Arts Architectural firm from Boulder, CO, the Rita B. Huff Humane Society Board of Directors

mandated a policy change to be a No-Kill shelter effective immediately. To make this transition in a facility that accepts all cats and dogs brought to us, our goal is to euthanize only those animals being terminally ill or injured or dogs that are dangerous to the general public whose behavior cannot be retrained. Our goal is medically treating and saving all those animals that can be made adoptable. The standard that defines a shelter as No-Kill is a minimum of 90% adoption or other placement through rescue organizations, and 10% maximum medical or behavior cases that must be euthanized.

Considering the large and growing volume of dog and cat intakes every week, we will immediately have to create and operate several new or dramatically expanded programs:

- Fostering adoptable dogs and cats until they are successfully adopted is critical for us to be able to process the volume of animals, especially large dogs through to adoption. We essentially have zero volunteer Foster individuals or families so this program will have to be created and expanded as rapidly and fully as possible to provide temporary homes for animals that no longer have crate space at the current shelter. This will require a new staff person to be the Coordinator of Fosters and Volunteers.
- Our adoption efforts will need to be aggressively expanded with adoption events away from the shelter increasing from maybe one per week to three or more each week. In addition, our website will need to be redesigned to allow for a full inventory of adoptable dogs and cats to have their descriptions and a compellingly cute picture posted on the site. Again, we currently have no dedicated staff person to coordinate all activities associated with significant adoption outreach. A new staff person to act as the Pet Adoption Coordinator will be essential to expanding this program.
- We currently do not have an animal isolation capability; therefore, new dog and cat intakes are put in the shelter space with the existing adoptable animals. Such an intake may well have been previously exposed to a communicable disease, which could be spread to healthy animals. We need two small temporary buildings that will be insulated and have AC/Heat and water to hold cats and dogs separately for ten incubation days after arrival and vaccination. Animals that have chips or tags that tell us they are already vaccinated and appear healthy will not need to be held separately for the ten days.
- We also need a trailer that can be converted into a clinic separate from the main building so that intakes can be examined and given their shots prior to isolation. This clinic will also be where all spay/neuters will occur. Our clinic is currently inside the main building. That space will be modified to allow for more animal crates and possibly an adoption viewing area for cats.
- One of the largest sources of stray animals is owners bringing their pets to the shelter – or just turning them loose – because they feel they cannot continue owning a pet. Some reasons revolve around moving elsewhere locally or long distance where pets are either not allowed or a new job would require travel so pets would not be cared for daily. Other issues include loss of a job so pet food becomes an issue; or, pet behavior that is unacceptable. Whatever the cause, we want to visit with the pet owner to see if we can help – with free food or providing training for the behavior issue, etc. Even when these Owner Pet Retention efforts fail, we would much rather accept the pet at the shelter with full knowledge of shot records and any health or behavior issues we will need to address prior to placing it for adoption.
- We have only one residential washer and one dryer to handle all of the towels and cleaning cloths that are used daily to keep the facility clean. We are typically several days behind in getting everything washed and dried. We desperately need an Industrial Washer and Dryer.
- To initiate a feral cat Trap/Neuter/Release program – which will steadily lower the number of feral cats in the Huntsville community over a year or two – we need cat holding cages that can accommodate up to six cats each so that they have recovery time after the neutering.
- The volume of drugs and medical supplies increases as our intake population increases, especially as we perform more cat neuters through the TNR program.
- And, the key staff position we need to fill is a full time Shelter Veterinarian who will be in charge of all decisions and treatments for all animals coming through our intake facility, owner released animals, all sick or injured animals that can be saved with care and treatment, and those that cannot be saved. Handling the volume of animals each year that we do, having our own Shelter Vet will actually save considerably over hiring enough visiting Vets on daily rotations to provide these services.

This mandate makes it necessary to have:

- **A feral cat Trap/Neuter/Release Program**
- **High-Volume, Low Cost Spay/Neuter**
- **Rescue Group Transfers**
- **Foster Care of adoptable animals**
- **Comprehensive Adoption Programs (including off-site adoptions)**
- **Pet Owner Retention Programs**
- **Medical and Behavior Prevention/Rehabilitation Programs**
- **Training Programs with Inmates**

To achieve this, we will need:

• A full-time veterinarian on the premises	\$ 55,000
• 2 new staff members; coordinator of fosters and volunteers, and pet adoption coordinator	\$ 55,600
• Trailer to be converted into clinic	\$ 20,000
• 2 Portable buildings to house dogs and cats that are being treated before they are adopted	\$ 7,000
• Industrial Washer/Dryer**	\$ 3,000
• 6 feral cat holding cages that hold up to 6 cats	\$ 2,000
• Drugs/Medical supplies	<u>\$ 7,400</u>
	\$150,000

****Our current, low capacity washer and dryers run up to 16 cycles a day. This would alleviate the added blankets and towels that are constantly piling up and taking up room that could be better utilized.**

Services already provided are:

- **Shelter for stray and unwanted animal**
- **Adoption program for companion animals**
- **Rabies quarantine for bite cases**
- **Volunteer program**
- **Foster program**
- **Lost and Found services**

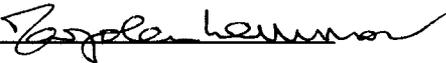
The Rita B. Huff Humane Society appreciates the close partnership we have had with the city of Huntsville over the past 29 years and we look forward to collaborating with the city as we jointly move the organization into the 21st century as a No-

*Kill program. An article earlier this week in the *Huntsville Item* announcing this change generated an amazing response from the community supporting this new direction. In addition, our Board President announced this change late last week via Facebook and has had many very positive "Comments" posted and in the first 24 hours over 700 "Likes".

CITY OF HUNTSVILLE
COMMUNITY FUNDING FORM

1212 Avenue M, Huntsville, TX 77340-4608
936-291-5403 – hwoodward@huntsvilletx.gov

Return completed form to the City Secretary's office by 5 pm, April 29,2016

1. Applicant Organization:
Rita B. Huff Humane Society and Adoption Center
530 Bearkat Blvd.
Huntsville, TX 77340
(936) 295-4666
- FOR STAFF USE ONLY:
Fiscal Year: _____
Funded: _____
Date received: _____
Program: _____
Completed: _____
2. Program/Project Title:
Spay/Neuter Assistance Program
5. Project Dates:
Starting: **October 1, 2016**
Ending: **September 30, 2017**
3. Project/Program Total Budget: **\$48,235**
4. Submitted by: **Marjolein Lemmon, Executive Director**
(936) 295-4666 – work
(936) 662-4953 – home
Date: **April 29,2016**
- Funds Requested: **\$8,500**
Date Funds Needed: **Oct. 1, 2016**
- Signature: 
6. Number of years this program has been in existence:
17
7. Number of years program funded by COH:
17
8. Other sources of program or project funding and amount requested from other agencies:
Walker County – \$12,000
Fees - \$15,000
Trinity County – \$2,000
City of Trinity - \$500
Donations - \$10,235
9. Please provide a brief description of service to be provided:
The Spay/Neuter Assistance Program is for individuals that are on some form of Government Assistance and would otherwise not be able to afford to have their pets spayed or neutered. The program is split into residents of Walker County and the City of Huntsville. Trinity County and the City of Trinity also participate and contribute to this program. Residents qualify by showing proof of residency and copies of Government Assistance.

