

CITY OF HUNTSVILLE, TEXAS

Andy Brauning, Mayor

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



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

HUNTSVILLE CITY COUNCIL AGENDA TUESDAY, JANUARY 17, 2017 WORKSHOP 5:00 P.M. – REGULAR SESSION 6:00 P.M.

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

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

WORK SESSION [5:00 P.M.] – The City Council will participate in parliamentary procedure study.

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. PROCLAMATIONS AND PRESENTATIONS

- Crime Stoppers Month

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 December 20, 2016, the Strategic Planning session held on January 5, 2017, and the Special Session held on January 10, 2017. [Lee Woodward, City Secretary]
- b. Authorize the City Manager to apply for a 2017-18 Texas Community Development Block Grant from the Texas Department of Agriculture in the amount of \$350,000, plus \$62,000 in matching funds, and adopt Resolution 2017-04 in support of same. [Dr. Sherry McKibben, Director of Neighborhood Resources]
- c. Authorize the purchase of sports field lighting from Musco Sports Lighting, utilizing the Buy Board Cooperative, in the amount of \$173,579. [Joseph Wiggs, Director of Parks and Leisure]
- d. Approve an interlocal agreement with Sam Houston State University (SHSU) to relocate the Cabin on the Square to the Sam Houston Memorial Museum grounds. [Leonard Schneider, City Attorney]
- e. Adopt Ordinance 2017-13 to amend the Capital Improvement Projects budget. [Steve Ritter, Finance Director]

5. STATUTORY AGENDA

- a. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to consider authorizing the City Manager to sign Addendum E, in the amount of \$409,100, to the Construction Manager at Risk Agreement with Anchor Construction for the City of Huntsville Transfer Station, first reading. [Carol Reed, Public Works Director]

6. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY

- a. *Presentation, public comment, discussion, and possible action* on the Mayor's nomination of John S. Little to the Planning Commission. [Mayor Brauning]
- b. *Presentation, public comment, discussion, and possible action* to consider a request by Councilmember Allen to discuss the tractor-trailer traffic on Badger Lane. [Councilmember Allen]
- c. **FIRST READING** - *Presentation, public comment, discussion, and possible action* to adopt Ordinance 2017-17, authorizing annual participation with other Entergy service area cities in matters concerning Entergy Texas, Inc., at the Public Utility Commission and the Federal Energy Regulatory Commission in 2017, first reading. [Leonard Schneider, City Attorney]

7. REQUESTS FOR CITIZEN PARTICIPATION

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

No requests were received by noon on Tuesday, January 10, 2017.

8. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

9. ITEMS OF COMMUNITY INTEREST

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

10. EXECUTIVE SESSION

a. City Council will convene in closed session as authorized by Texas Government Code Chapter 551, Section 551.071 - consultation with counsel on legal matters, and Section 551.072 - deliberation regarding purchase, exchange, lease or value of real properties considered for public safety facilities. [Leonard Schneider, City Attorney; Matt Benoit, City Manager]

11. RECONVENE

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

12. ADJOURNMENT

*If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Sections: 551.071 - consultation with counsel on legal matters; 551.072 - deliberation regarding purchase, exchange, lease or value of real property; 551.073 - deliberation regarding a prospective gift; 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 - implementation of security personnel or devices; 551.087 - deliberation regarding economic development negotiation; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the January 17, 2017 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 3rd DAY OF JANUARY 2017, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Andy Brauninger, Paul Davidhizar, Tyler McCaffety, Clyde D. Loll, Keith D. Olson, Tish Humphrey, Ronald Allen, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: Joe Emmett

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

MAIN SESSION [6:00 p.m.]

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

2. **INVOCATION AND PLEDGES**

U.S. Flag

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

Mayor Brauninger gave an invocation.

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 December 20, 2016. [Lee Woodward, City Secretary]

b. Adopt Ordinance 2017-14 to amend the budget for FY 16-17. [Steve Ritter, Finance Director]

Councilmember Humphrey moved to approve the Consent Agenda; the motion was seconded by Mayor Pro Tem Olson and Councilmember Rodriguez. The motion was unanimously adopted, 8-0.

4. **STATUTORY AGENDA**

a. *Presentation, public comment, discussion, and possible action* to consider award of Farris Cabin relocation to Cherry House Moving and consider adoption of Ordinance 2017-15 to amend the budget for FY 16-17. [Steve Ritter, Finance Director]

Councilmember Davidhizar moved to award Farris Cabin relocation to Cherry House Moving and adopt Ordinance 2017-15 to amend the budget for FY 16-17. The motion was seconded by Councilmember Loll. Without objection, the item was postponed until after the Executive Session later in the agenda. (The motion was handled after the executive session.)

b. *Presentation, public comment, discussion, and possible action* to consider authorizing the City Manager to sign a lease agreement for 1114 Sam Houston Avenue to provide space for a Downtown Visitors Center and the City's Main Street Division and adopting Ordinance 2017-16 to amend the budget for FY 16-17. [Aron Kulhavy, Community and Economic Development Director]

Councilmember Humphrey moved to authorize the City Manager to sign a lease agreement for 1114 Sam Houston Avenue to provide space for a Downtown Visitors Center and the City's Main Street Division and adopt Ordinance 2017-16 to amend the budget for FY16-17. The motion was seconded by Councilmember Davidhizar. The motion was adopted, 5-3, Councilmembers Allen and McCaffety and Mayor Brauninger voting against.

c. *Presentation, public comment, discussion, and possible action* to consider authorizing the City Manager to award the purchase of Street Milling/Overlay and Street Reconstruction services, second reading. [Carol Reed, Public Works Director]

Councilmember Rodriguez moved to authorize the City Manager to award the purchase of Street Milling/Overlay and Street Reconstruction services from AAA Asphalt Paving Company in the amount of \$856,338.69. The motion was seconded by Mayor Pro Tem Olson. The motion was unanimously adopted, 8-0.

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

There were no media inquiries.

6. **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 Brauninger announced:

- He encouraged the Councilmembers to review their budget books and to prepare for Thursday's strategic planning session.

- The City will be closed January 16 in observance of Martin Luther King, Jr. Day, The Council will be at the celebration of his life at the MLK Center on MLK Drive at noon.

7. EXECUTIVE SESSION

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

The City Council adjourned into executive session at 6:47 p.m.

8. RECONVENE

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

The City Council reconvened at 7:05 p.m. The Council returned to item 4a and was unanimously adopted, 8-0.

Items of Community Interest was also revisited. Councilmember Humphrey encouraged support of the SHSU men's basketball team in their upcoming game against Nicholls State and to appreciate the return of students and faculty for the spring semester.

Mayor Pro Tem Olson offered an *HISD Minute!* Asking all to keep HISD in your thoughts as they prepare for the spring semester. Faculty and staff will report back for a work day tomorrow followed by two days of professional development. Students will report back on Monday, January 9th. He suggested the public join HISD for their *Western Art Show & Artist Reception* on Saturday, January 7, from 5:30-6:30 pm in the Mance Park Middle School Commons area.

Mayor Pro Tem Olson also mentioned an upcoming public hearing about a proposed local general residential care service for children with difficulties at 126 Sumac and provided the contact information to submit comments and for the hearing. He urged the Council to consider holding a special session on the issue. Mayor Brauning agreed on the suggestion to hold a special session next week to get more information. Councilmember Humphrey noted there were other community meetings occurring before the January 11 public hearing.

9. ADJOURNMENT

Mayor Brauning adjourned the meeting at 7:14 p.m.

Lee Woodward, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 5TH DAY OF JANUARY 2017, IN THE CITY HALL, LOCATED IN THE HUNTSVILLE PUBLIC LIBRARY COMMUNITY ROOM, 1219 13TH STREET, HUNTSVILLE, TEXAS, 77340, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 4:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Andy Brauninger, Paul Davidhizar, Tyler McCaffety, Clyde D. Loll, Keith D. Olson, Joe Emmett, Tish Humphrey, Joe P. Rodriguez

COUNCILMEMBERS ABSENT: Ronald Allen

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

MAIN SESSION [4:00 p.m.]

The Mayor called the session to order at 4:02 p.m. The City Council and City Manager reviewed the 2016 Strategic Planning goals, the work of the City over the last fiscal and calendar years, and considered strategic goals for 2017. The session was adjourned at 8:20 p.m.

Lee Woodward, City Secretary



MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL MEETING HELD ON THE 10th DAY OF JANUARY 2017, IN THE CITY HALL, LOCATED AT 1212 AVENUE M, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a regular session with the following:

COUNCILMEMBERS PRESENT: Andy Brauninger, Paul Davidhizar, Tyler McCaffety, Clyde D. Loll, Keith D. Olson, Joe Emmett, Tish Humphrey, Ronald Allen,

COUNCILMEMBERS ABSENT: Joe P. Rodriguez

OFFICERS PRESENT: Aron Kulhavy, Interim City Manager; Lee Woodward, City Secretary

MAIN SESSION [6:00 p.m.]

1. **CALL TO ORDER** – Mayor Brauninger called the meeting to order at 6:02 p.m.

2. **INVOCATION AND PLEDGES**

U.S. Flag

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

Councilmember Davidhizar gave an invocation and Mayor Brauninger led the pledges.

3. **CITY COUNCIL/CITY MANAGER/CITY ATTORNEY**

- a. **Presentation, public comment, discussion, and possible action** to consider a proposed General Residential Operation for childcare services and Resolution 2017-03 discussing same.

Mayor Pro Tem Olson shared that he had brought the item before the Council and has visited with the applicants. He said his hope had been to dispel rumor and he had heard deep compassion from the applicants concerning their intentions. Mayor Pro Tem Olson said he had been told the application has been withdrawn and encouraged all to contribute in care to the community as the applicants had sought to do. The Mayor permitted the applicants, the Rigsbys, to present to the assembly on their mission and application to the state. They showed photos, shared their experiences, and urged churches and community members to help foster children in our community. Erich Krumm, Liz Nestor, Mader Hedspetch, Pastor James Jennings, Dena Byrd, Amanda Gibson, Krista Cobbs, D'Anne Krusensterna, Stephanie Stroud, and Mark Longnecker offered public comment.

Mayor Pro Tem Olson moved adopt Resolution 2017-03. The motion was seconded by Councilmember Davidhizar. The motion was unanimously adopted, 8-0.

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

There were no media inquiries.

5. **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.)

There were none.

6. **ADJOURNMENT**

Mayor Brauninger adjourned the meeting at 7:09 p.m.

Lee Woodward, City Secretary





CITY COUNCIL AGENDA

1/17/2017

Agenda Item: 4b

Item/Subject: Consider authorizing the City Manager to apply for a 2017-18 Texas Community Development Block Grant from the Texas Department of Agriculture in the amount of \$350,000, plus \$62,000 in matching funds, and adopting Resolution 2017-04 in support of same.

Initiating Department/Presenter: Neighborhood Resources

Presenter: Dr. Sherry McKibben, Director of Neighborhood Resources

Recommended Motion: Move to authorize the City Manager to apply for a 2017-18 Texas Community Development Block Grant from the Texas Department of Agriculture in the amount of \$350,000, plus \$62,000 in matching funds, and adopt Resolution 2017-04 in support of same.

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 Texas Department of Agriculture is soliciting applications for the 2015 Community Development Block Grant (CDBG) program. The Regional (HGAC) priority is for new or replacement water lines. The City plans to replace the waterline along certain segments on 9th Street, Avenue C, and Avenue D (location map attached).

This project consists of replacing old and deteriorated 6" and 12" waterlines with new 12" waterlines in these segments. Based on the recent completed water condition and capacity assessment study, the existing 6" waterlines are proposed for upsizing to 12" waterlines. The approximate length of this waterline segment is 2,400 linear feet. The waterline located in the proposed segments was installed 50 - 60 years ago and the pipes are cast iron or ductile iron.

The total estimated cost of design engineering and construction is \$412,000 (\$350,000 + \$62,000). The grant application envisions a cash match of \$47,000 and in-kind services of \$15,000. In the event the grant application is funded, City staff will approach the City Council Finance Committee and the full Council for the cash match portion.

Previous Council Action: No previous Council action.

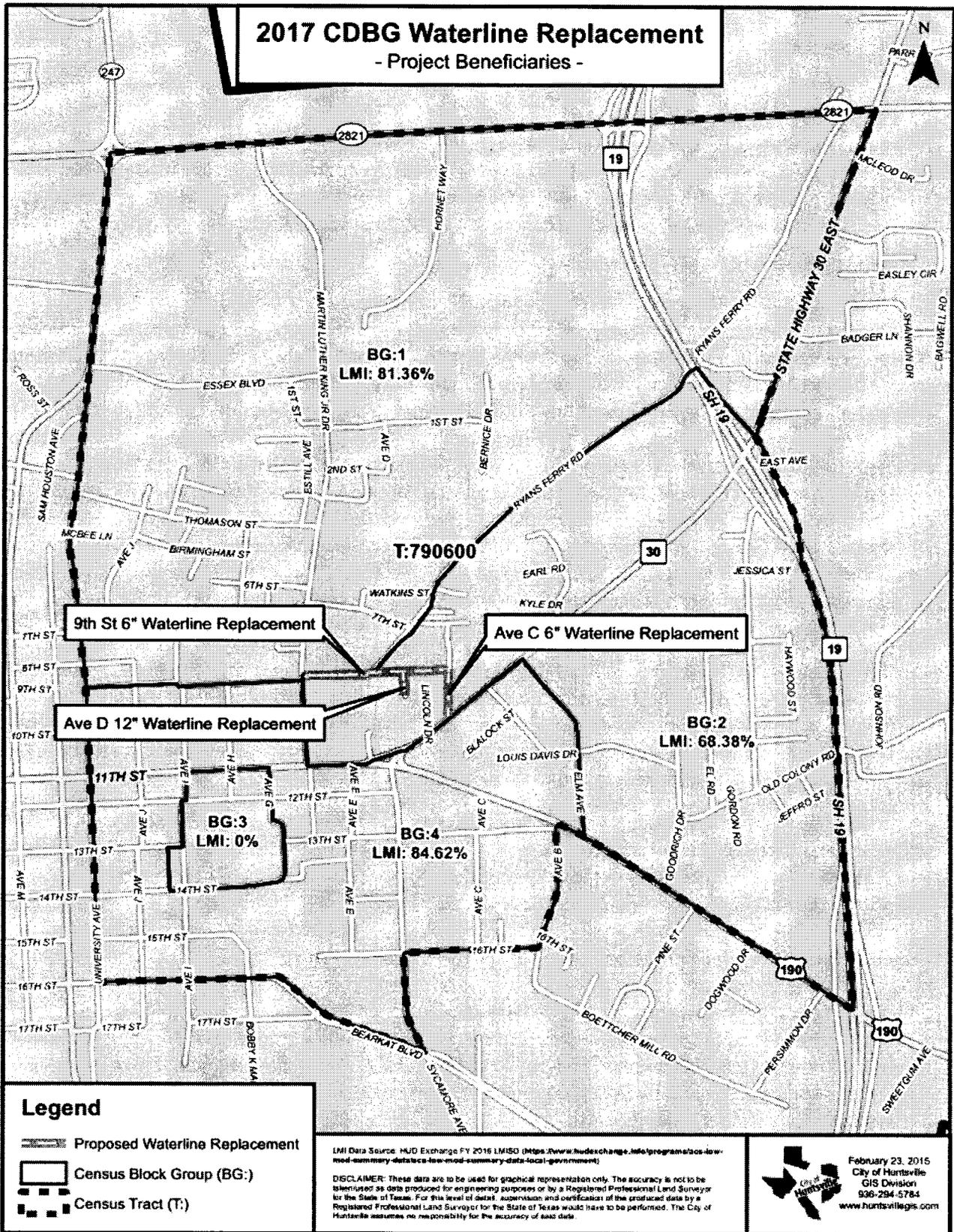
Financial Implications:

Item is not budgeted: If the grant is awarded and the Council approves acceptance, it is anticipated the \$47,000 cash match will be allocated out of the Water CIP unallocated budget. The existing balance in that account is approximately \$480,000; though the existing balance will assuredly change by the time the grant is awarded and accepted.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Project map (page 2)
- Resolution 2017-04 (page 3)



RESOLUTION NO. 2017-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE 2017-2018 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE 2017-2018 CDBG GRANT.

- WHEREAS The City desires to develop a viable urban community, including decent housing and a suitable living environment and expanding the economic opportunities, principally for persons of low -to- moderate income; and
- WHEREAS Certain conditions exist which represent a threat to public health and safety; and
- WHEREAS It is necessary and in the best interests of Huntsville to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, be it resolved by the City Council of the City of Huntsville, Texas, that:

- SECTION 1: A Texas Community Development Block Grant Program application for Community Development funds is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture and any other appropriate agencies as defined in the regulations.
- SECTION 2: The City's application will be placed in competition for funding under the Community Development Fund.
- SECTION 3: The application will be for \$350,000 to replace the 6" waterline along certain segments on 9th Street, Avenue C, and Avenue D.
- SECTION 4: The City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
- SECTION 5: The City commits itself, if funded by Texas Community Development Block Grant Program to appropriate \$62,000 as matching funds and as a demonstration of its local support to the replacement waterline project. The match includes \$47,000 cash and \$15,000 in-kind Inspection services, Environmental Review, Administration, and Construction Management.
- SECTION 6: All funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

PASSED AND APPROVED this 17th day of January, 2017.

THE CITY OF HUNTSVILLE

Andy Brauninger, Mayor

ATTEST:

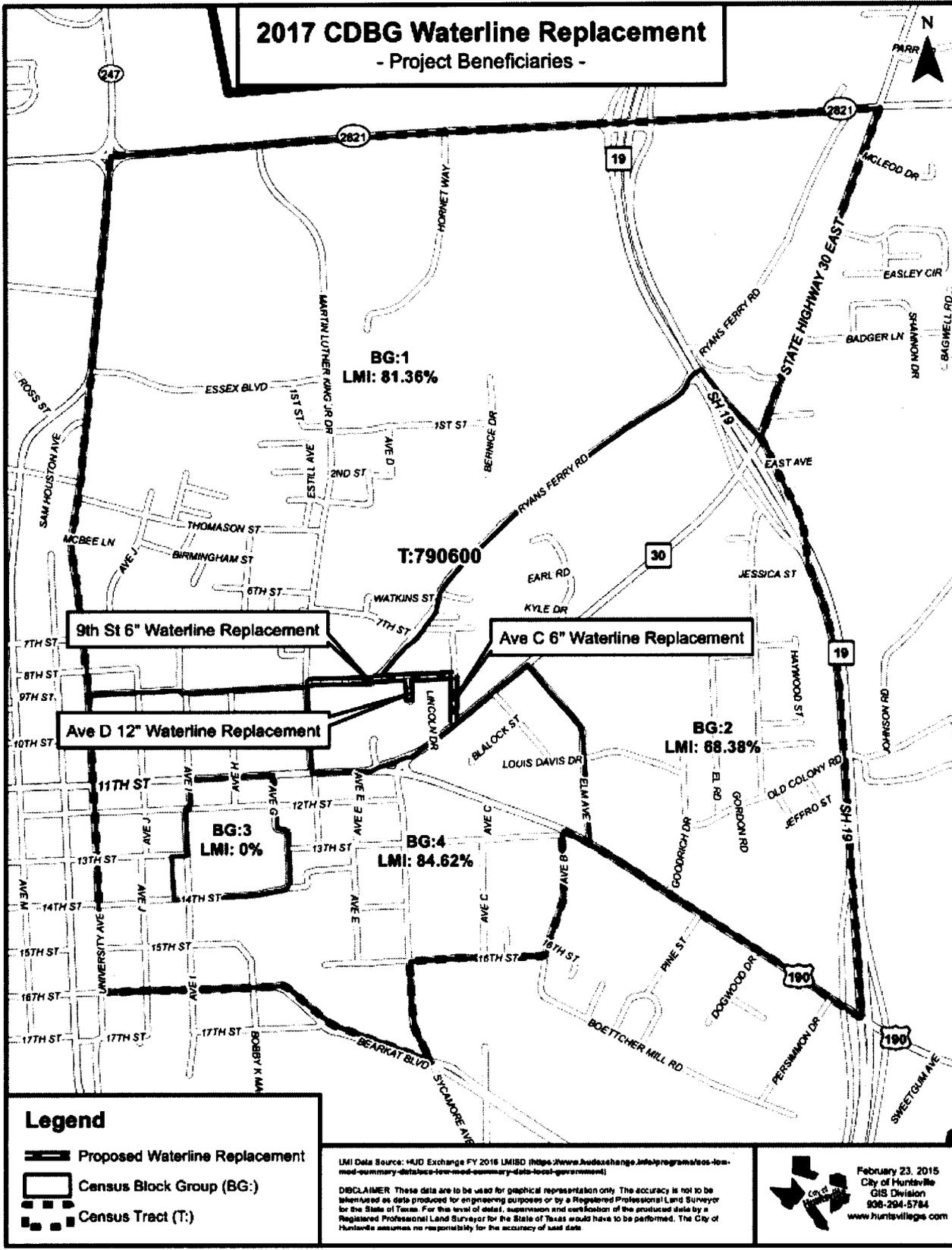
Lee Woodward, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



2017 CDBG Waterline Replacement - Project Beneficiaries -







CITY COUNCIL AGENDA

1/17/2017

Agenda Item: 4c

Item/Subject: Consider the purchase of sports field lighting from Musco Sports Lighting, utilizing the Buy Board Cooperative, in the amount of \$173,579.

Initiating Department/Presenter: Parks & Leisure

Presenter: Joseph Wiggs, Director of Parks and Leisure

Recommended Motion: Move to approve the purchase of sports field lighting from Musco Sports Lighting, utilizing the Buy Board Cooperative, in the amount of \$176,579.

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

Discussion: Around 2009, the City received a Department of Energy Grant earmarked for the replacement of existing sports field lighting to more energy efficient lighting. During the administration of this grant the City became aware of various field lighting methods and systems. After extensive research, the City Council approved the purchase of lighting from Musco Sports Lighting. Some attractive components which Musco offered was software allowing for a lighting timer system, LED lighting, and a 25-year warranty and maintenance program.

Since the initial purchase the City Council has approved purchases from Musco on two other occasions. The City has utilized Musco's no cost maintenance program for light replacements. The program is working well with no negative comments. This lighting purchase request will be placed on Field 10. Field 10 is a multipurpose field used for youth football, youth soccer, and adult soccer.

Musco has been awarded the Buy Board Cooperative contract for field lighting. The Buy Board Cooperative was contacted and Musco is in good standing. By awarding Musco the City's sports lighting at Kate Barr Ross Park, the park will have a uniform/standardized software lighting timer system. The price quoted includes light pole, lights, software warranty/maintenance, and electrical. Additionally, Entergy has been contacted and light placement is within Entergy's requirements, which will allow for a no cost connection.

Previous Council Action:

November 6, 2016 – Field 11, \$174,800

December 14, 2010 – Field 6, \$117,500

November 12, 2009 – Fields 7 & 8, \$164,300

Financial Implications:

There is no financial impact associated with this item.

Item is budgeted: 815-81560-62300 In the amount of \$250,000

Item is not budgeted:

Item is estimated to generate additional revenue:

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Price quote and scope of work, page 2-5

Huntsville Soccer #10
Huntsville, TX
To: City of Huntsville

November 29, 2016

BuyBoard Master Project: 146396, Contract Number: 512-16, Expiration: 09/30/2019

Commodity: Parks/Rec & Field Lighting

Quotation Price –Materials and Installation

Musco's Light-Structure System™ as described below, delivered to the job site:

Soccer Field\$176,579

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System with Total Light Control – TLC for LED™ Technology

System – Control from Foundation to Poletop in 5 Easy Pieces™

Factory built, wired, aimed and tested lighting system includes:

- 4 Pre-cast concrete bases
- 4 Galvanized steel poles
- Remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled luminaries

On Field Performance – Control to Benefit Players and Fans

- Guaranteed light levels of 30 footcandles
- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support

Environmental Light Control – Control for Neighbors and the Environment

- Reduction of spill light and glare by 50% or more

Always Ready to Play – Control Assuring the Results You Expect

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500w HID equipment
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Payment Terms / Delivery

Payment terms to be determined between customer and Musco Credit Department.

Late payment will be subject to service charges of 1½% per month (18% APR).

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 6 to 8 weeks. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Confirmation of voltage/phase
- Structural code and wind speed: IBC 2006, 100 mph, exposure C
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Email or fax a copy of the Purchase Order to Musco Sports Lighting & BuyBoard:

Musco Sports Lighting, LLC
Attn: Amber Schulte

Fax: 800-374-6402

E-mail: musco.contracts@musco.com

BuyBoard Cooperative Purchasing
Attn: Sharon McAfee

Fax: 800-211-5454

E-mail: info@buyboard.com

All purchase orders should note the following:

BuyBoard Purchase - Contract Number: 512-16

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Sam Yaeger
Sales Representative
Musco Sports Lighting, LLC
Phone: 832-975-4398
E-mail: sam.yaeger@musco.com

Scope of Work

Owner Responsibilities:

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by "One Call" and irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Owner responsible for any power company fees and requirements. (If necessary.)
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide sealed electrical plans. (If required.)

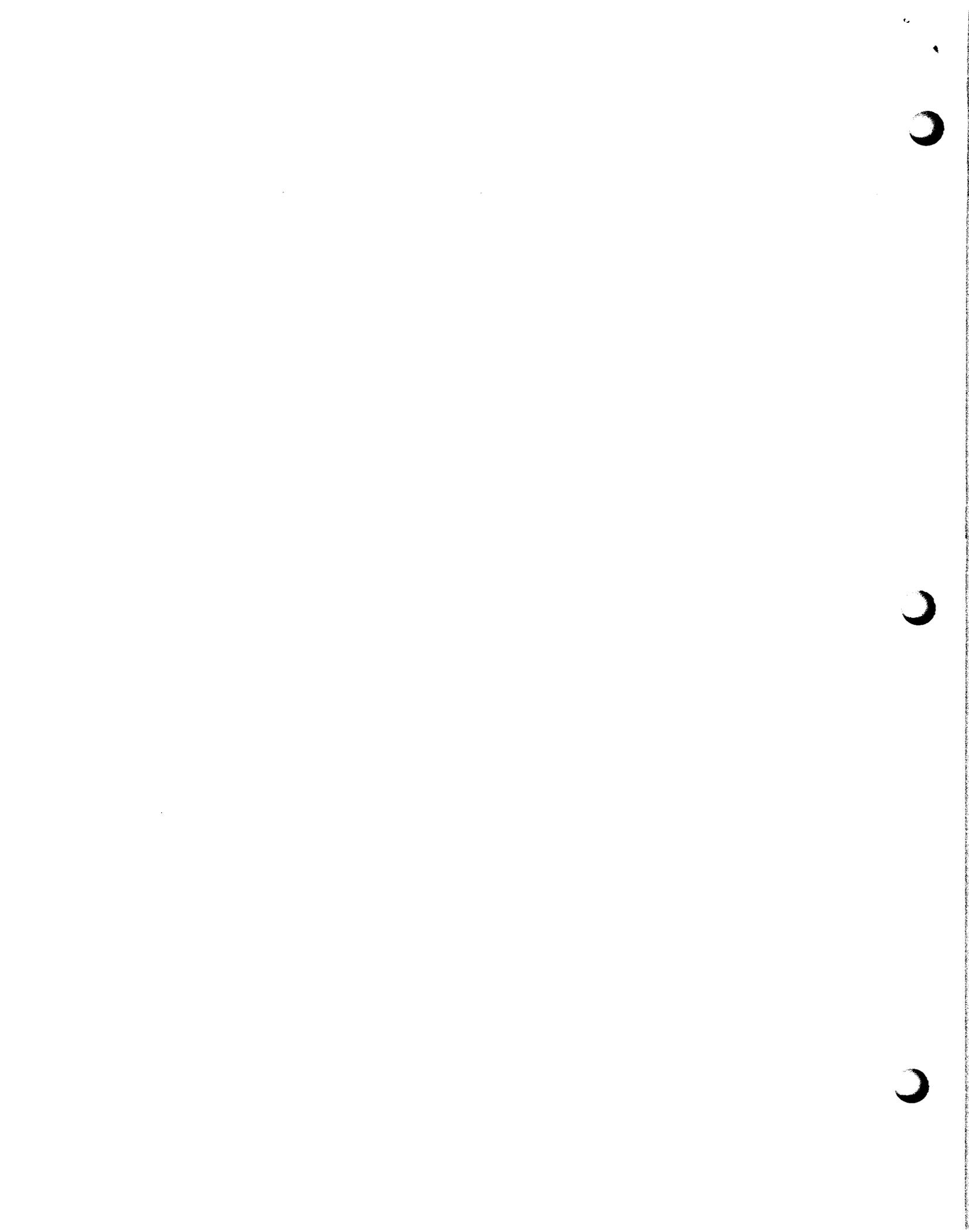
Musco Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500psf soils.
5. Provide Payment and Performance Bonding.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Obtain any required permitting.
5. Provide materials and equipment to install service panels as required or necessary, including (1) 250a/48v/3 phase service.
6. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
8. Provide materials and equipment to install (4) LSS foundations as specified on the layout.
9. Third party inspection of installation of foundations. (If it is not required, Musco can take it out of the Scope.)
10. Remove spoils to owner designated location at jobsite.
11. Provide materials and equipment to assemble (24) LED fixtures and terminate all necessary wiring.
12. Provide equipment and materials to assemble and erect (4) LSS poles.
13. Provide equipment and materials to install (1) lighting contactor cabinet and terminate all necessary wiring.
14. Provide step down transformer for 120v control circuit.

15. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).
16. Check all zones to make sure they work in both auto and manual mode.
17. One hour comprehensive burn of all lights on each zone.
18. Set base line for the DAS (Diagnostic Acquisition System).
19. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
20. Provide startup and aiming as required to provide complete and operating sports lighting system.
21. Provide as built drawings on completion of installation.
22. Crane lift plans, screenings for other subcontractors, pre-approval of cranes or any contractor equipment to be used on site, background checks, and specific badging items are not included in our price.





CITY COUNCIL AGENDA

1/17/2017

Agenda Item: 4d

Item/Subject: Consider an interlocal agreement with Sam Houston State University (SHSU) to relocate the Cabin on the Square to the Sam Houston Memorial Museum grounds.

Initiating Department/Presenter: City Attorney

Presenter: Leonard Schneider, City Attorney

Recommended Motion: Move to approve an interlocal agreement with Sam Houston State University (SHSU) to relocate the Cabin on the Square to the Sam Houston Memorial Museum grounds.

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

Discussion: As approved by the Council on January 3, 2017, the Cabin on the Square is moving to the Sam Houston Museum grounds. In order to finalize this arrangement, an interlocal agreement is necessary outlining the obligations of both the City and SHSU. Per the attached agreement, the City will retain ownership of the actual cabin structure and the museum will be responsible for its upkeep. The attorneys for both parties have reviewed the agreement and it is ready to execute once approved by Council.

Previous Council Action: January 3, 2017 approval to move the Cabin.

Financial Implications:

There is no financial impact associated with this item.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Interlocal agreement (pages 2-9)

INTERLOCAL AGREEMENT

HISTORICALLY SIGNIFICANT STRUCTURES

This Agreement is entered into by the City of Huntsville (City) and Sam Houston State University (University) pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS the City of Huntsville, (hereinafter called the "City") and Sam Houston State University (hereinafter called "SHSU") agree to an arrangement for relocating the oldest cabin in Walker County, donated to the City by Maggie Farris Parker, (hereinafter the "Log Cabin") on the SHSU Memorial Museum property site (hereinafter "Property") according to the terms and conditions set forth in this Agreement (hereinafter "Agreement");

WHEREAS the City agrees to relocate and place the Log Cabin upon the Property; and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, City and University agree as follows:

ARTICLE 1 DESCRIPTION OF LOG CABIN and PROPERTY

The Log Cabin is described in Exhibit "A", attached hereto.

The site of the Property where the Log Cabin is to be placed is attached is described in Exhibit "B" attached hereto.

ARTICLE 2 TERM OF AGREEMENT

Initial Term

The initial term of this Agreement is fifteen (15) years from the date this Agreement is executed, subject to the rights of each party to terminate this Agreement earlier, for any reason, by providing ninety (90) days written notice. If no such notice is given, this Agreement shall be automatically renewed for an additional five (5) year period, and for all subsequent five (5) year periods thereafter, until terminated by a timely notice, as described in the preceding sentence.

ARTICLE 3 CONSIDERATION

3.01. In consideration for SHSU housing and maintaining the Log Cabin and related signage, City shall be responsible for all costs and expenses of preparing the site of the Property and relocating the Log Cabin and other personal property described in this Agreement from the Log Cabin's current location to the Property, as set out in Exhibit "B."

3.02. In consideration for the City relocating the Log Cabin and providing possession and use of same by the SHSU Memorial Museum. SHSU shall be responsible for costs and expenses to maintain the Log Cabin during the term of this Agreement as described below. There shall be no recurring rental payments due by SHSU during the term of this agreement or any renewal.

3.03. SHSU shall maintain signage at the entrance of the real property where the Property is located and where the Log Cabin is placed, to include recognition of both SHSU and City.

ARTICLE 4
USE OF PROPERTY

Rights of SHSU

4.01. SHSU is entitled to the use, operation, possession, and control of the Log Cabin during the Agreement term, provided SHSU is not in default of any provision of the Agreement. SHSU shall employ and have absolute control, supervision, and responsibility over any operators or users of the Log Cabin.

Duties of SHSU

4.02. SHSU must use the Log Cabin in a careful and proper manner. SHSU agrees that the Log Cabin shall be used by competent and fully qualified personnel only, SHSU shall not permit the Log Cabin to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the property.

ARTICLE 5
MAINTENANCE, REPAIRS, AND ALTERATIONS PERFORMED BY SHSU

Maintenance and Repairs

5.01 SHSU assumes all obligation and liability concerning possession of the Log Cabin and for its use, operation, condition, and storage during the term of this Agreement or renewal periods. SHSU shall, at its expense, maintain the Log Cabin in good condition, excepting reasonable wear and tear resulting from the ordinary use of the Log Cabin. SHSU shall, at SHSU's expense, provide all devices required to keep the Log Cabin in good repair and condition, provided however that SHSU shall not be responsible for repairs or replacement of Log Cabin due to acts of God. City has no liability or obligation of any kind to provide service, maintenance or repairs, for the Log Cabin.

Alterations

5.02. SHSU shall not make any alterations, additions, or improvements to the Log Cabin (other than those required to keep the Log Cabin in good condition and running order as described in Paragraph 5.01) without the prior written consent of City.

ARTICLE 6
OPERATING EXPENSES

SHSU agrees to pay for all expenses of operating the Log Cabin.

ARTICLE 7
TAXES AND OTHER CHARGES

SHSU's Obligation for Other Charges

SHSU shall be liable for any fees for licenses, registrations, permits, certificates of title, and other certificates as may be required for the lawful operation of the Log Cabin.

ARTICLE 8
CITY'S RIGHT OF INSPECTION AND REPAIR

Inspections

8.01. City has the right to enter the premises where the Log Cabin is located or operated to inspect the Property and the Log Cabin in order to ascertain its condition and manner of use. Such an inspection may be made by City at its discretion, upon provided a minimum of two (2) business days' written notice to SHSU.

Repair Remedy

8.02. If City's inspection of the Log Cabin or Property, as described in Paragraph 8.01, reveals that the Log Cabin is not being properly maintained or utilized per the provisions of this Agreement, City has the right, but not the obligation, to provide written notice to SHSU to have the property repaired or maintained at SHSU's expense.

ARTICLE 9 OWNERSHIP

No Sale or Security Interest Intended

This Agreement constitutes an arrangement for the relocation and placement of the Log Cabin described in Exhibit "A,.". This Agreement is not a sale nor does it create a security interest in the Log Cabin. City at all times retains sole ownership and title to the Log Cabin, and SHSU does not have and shall not, at any time, acquire any right, title, equity, or other interest in the Log Cabin, except the right to possession and use as provided for in this Agreement.

ARTICLE 10 Hold Harmless

10.01. To the extent permitted by Texas State law, each party does hereby agree to waive all claims against, release, and hold harmless the other and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

10.02 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.03 It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed to have waived any rights, privileges, immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE 11

INCIDENTAL DUTIES IN CASE OF ACCIDENT, LOSS OF OR DAMAGE

TO LOG CABIN

Notification to City

11.01. If the Log Cabin under this Agreement is damaged, lost, stolen, or destroyed because of its operation, use, maintenance, or possession, SHSU shall promptly notify City of the occurrence and shall file all necessary accident reports, including those required by law and those required by interested insurance companies.

Cooperation in Defense of Claims

11.02. SHSU and its employees and agents must cooperate fully with City and all insurers providing insurance under this Agreement in the investigation and defense of all claims or suits. SHSU must promptly deliver to City all papers, notices, and documents served on, or delivered to SHSU or its employees and agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against SHSU or City concerning the Log Cabin.

ARTICLE 12 CIRCUMSTANCES CONSTITUTING DEFAULT BY SHSU

City may, at its option, declare SHSU in default by giving SHSU written notice of default on the occurrence of any of the following events:

- (a) Failure by SHSU to perform any other of its obligations as set forth in this Agreement,
- (b) Involuntary transfer of SHSU's interest in this Agreement by operation of law.
- (c) Institution by or against SHSU of any proceedings in bankruptcy or insolvency, or the reorganization of SHSU under any law, or the appointment of a receiver or trustee for the goods and chattels of SHSU, or any assignment by SHSU for the benefit of creditors.

ARTICLE 13 RIGHTS, REMEDIES, AND OBLIGATIONS ON DEFAULT

City's Rights and Remedies

13.01. If the SHSU defaults, and if a notice of default is given as specified in Article 12 and the default remains uncorrected for thirty (30) days, City may exercise any one or more of the following remedies:

- (a) Termination of the Agreement and SHSU's rights under this Agreement as to any or all items of Log Cabin.
- (b) Repossession of the property with legal process. Any repossession of one particular item under this Agreement with respect to which SHSU is in default does not constitute a termination of this Agreement as to any other items of equipment, unless City expressly so notifies SHSU in writing.

Remedies Cumulative

13.02. The remedies of City set forth in this Article are cumulative to the extent permitted by law and may be exercised partially, concurrently, or separately. The exercise of one remedy does not preclude the exercise of any other remedy.

Failure to Enforce Not Waiver

13.03. Any failure or delay on the part of City to exercise any remedy or right under this Agreement is not a waiver. The failure of City to require performance of any of the provisions of this Agreement by SHSU shall not constitute a waiver of any of the rights under the Agreement. No single or partial exercise by City of any remedy or right precludes any other or further exercise of that remedy or right or the exercise of any

other rights or remedies. No forbearance by City to exercise any rights or privileges under this Agreement is a waiver, but all rights and privileges continue in effect as if no forbearance occurred.

Forfeiture of SHSU's Interest on Default

13.04. If SHSU defaults for any reason and this Agreement is terminated and the Log Cabin repossessed, SHSU and SHSU's successors in interest shall have no right, title, or interest in the Log Cabin, its possession, or its use.

ARTICLE 14 SALE OR ENCUMBRANCE

Sale or Disposal Prohibited

14.01. SHSU may not part with possession or control of the Log Cabin, nor may SHSU sell, mortgage, or attempt to sell or mortgage any of the Log Cabin. SHSU may not otherwise dispose or attempt to dispose of the Log Cabin under this Agreement.

Encumbrance Prohibited

14.02. SHSU may not pledge, encumber, create a security interest in, or permit any lien to become effective on the Log Cabin. On the occurrence of any of these events, SHSU shall be in default.

ARTICLE 15 DELIVERY OF PROPERTY AT COMMENCEMENT OF AGREEMENT AND RETURN OF PROPERTY ON EXPIRATION OF AGREEMENT

SHSU's Duty to Return

15.01. On the commencement of the Agreement, City agrees to pay all expenses related to the relocation of the Log Cabin to SHSU's Property.

15.02. On the expiration of the Agreement term, or on any earlier termination of this Agreement, SHSU must return any item or all of the Log Cabin to City in good repair, condition, and working order, less normal wear, tear, and depreciation. At the time of termination, the Log Cabin shall be returned and/or removed by the City at City's cost and expense.

ARTICLE 16 GENERAL PROVISIONS

Notices

16.01. All notices required to be given under this Agreement must be in writing. Notices under this Agreement shall be deemed duly served and given when either (a) personally delivered to the party or the designated agent of the party to whom they are directed; or (b) deposited in the United States mail, first class postage prepaid, addressed to the party at the address given for the party in this Agreement.

If to City of Huntsville:

Matt Benoit
City Manager
1212 Avenue M
Huntsville, Texas 77340
Phone: (936) 291-5400 Fax: (936) 291-5409

Copy to:
Lee Woodward, City Secretary
1212 Avenue M
Huntsville, Texas 77340
Phone: (936) 291-5400 Fax: (936) 291-5409

If Sam Houston State University:

Dr. Carlos Hernandez
Vice President, Finance & Operations
1806 Avenue J, Suite 308
Box 2027
Huntsville, TX 77341
Phone: (936) 294-1018
Fax: (936) 294-1963

Change of Address

16.02. Either party may change its address for the purpose of this Agreement by giving written notice of the changed address in the manner specified in Paragraph 16.01.

Amendment, Modification, and Waiver

16.03. This Agreement may not be amended, modified, or altered in any manner except in a writing signed by all parties. No covenant or condition of this Agreement may be waived except by the written consent of the parties. Any such written waiver of any term of this Agreement is effective only in the specific instance and for the specific purpose given.

Entire Agreement

16.04. This Agreement and the attached Exhibits constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in Exhibits are binding on any of the parties.

Choice of Law and Venue

16.05. This Agreement has been executed and delivered in the State of Texas and shall be interpreted under and construed in accordance with the law of Texas. It is agreed that Texas law shall control the validity of and the obligations created by this Agreement. Venue is proper in Walker County, Texas.

Severability

16.06. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to the other parties or circumstances remain valid and in full force and effect.

16.07. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

Time of Essence

16.08. Time is of the essence in this Agreement and in each provision contained in it. Each provision of this Agreement is agreed by the parties to be a material, necessary, and essential part of this Agreement.

Dispute Resolution

16.09. If a dispute, or controversy, or claim arises out of or relates to this this Agreement, the parties shall make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2009 of the Texas Government Code. The Parties agree that any arbitration is non-binding.

Public Information Act

16.10. It shall be the independent responsibility of Receiving Agency and Performing Agency to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Agency is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Agency. Likewise, Performing Agency is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Agency.

CITY OF HUNTSVILLE

Matt Benoit
City Manager
City of Huntsville, Texas

Date

ATTEST:

Lee Woodward, City Secretary

Date

APPROVED AS TO FROM:

Leonard Schneider, City Attorney

SAM HOUSTON STATE UNIVERSITY

President, Dr. Dana G. Hoyt

Date



CITY COUNCIL AGENDA

1/17/2017
Agenda Item: 4e

Item/Subject: Consider adoption of Ordinance 2017-13 to amend the Capital Improvement Projects budget.

Initiating Department/Presenter: Finance

Presenter: Steve Ritter – Finance Director

Recommended Motion: Move to adopt Ordinance 2017-13 to amend the Capital Improvement Projects budget.

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

Discussion: As discussed in the attachment, Exhibit A, to the Ordinance, budget amendments are presented for City Council consideration. The budget amendment was presented to the Finance Committee at their January 10, 2017 meeting and was approved.

Previous Council Action: No previous Council action

Financial Implications:

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

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Ordinance 2017-13, page 2
- Exhibit A (list of budget amendments), page 3

ORDINANCE NO. 2017-13

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

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

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

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

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

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

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

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

Section 2. The Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit "A" attached hereto and made a part of this ordinance as if set out verbatim herein.

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

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

Section 5. The necessity for amending the budget for the fiscal year 2016 – 2017 and Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

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

PASSED AND APPROVED on this the 17th day of January 2017.

THE CITY OF HUNTSVILLE, TEXAS

Andy Brauningger, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney

**Budget Amendments FY 16-17
January 17, 2017**

**Exhibit
A**

	Decrease: Water CIP Unallocated Budget	\$	(90,000)
	Increase: 30" Main Surge Protect and Hydropneumatic project(s)	\$	90,000
Explanation:	<p>The 30" Main Surge Protection and Hydropneumatic Tank projects have a budget balance of \$840,318. TRA has bid the work and the bid proposal is in the amount of \$814,459. Part of the agreement with TRA for the project(s) is to pay TRA costs of construction administration and inspection services, which totals to approximately \$115,000. This budget amendment requests using \$90,000 of budget from Water CIP - Unallocated Budget to ensure sufficient budget for the project to complete it. Any budget remaining (if any) after completion of the project will be requested to be returned to the Water CIP - Unallocated Budget. Water CIP - Unallocated Budget before this request is around \$480,000</p>		





CITY COUNCIL AGENDA

1/17/2017

Agenda Item: 5a

Item/Subject: Consider authorizing the City Manager to sign Addendum E, in the amount of \$409,100, to the Construction Manager at Risk Agreement with Anchor Construction for the City of Huntsville Transfer Station, first reading.

Initiating Department/Presenter: Public Works

Presenter: Carol Reed, Director of Public Works

Recommended Motion: FIRST READING - Move to authorize City Manager to sign Addendum E, in the amount of \$409,100, to the Construction Manager at Risk Agreement with Anchor Construction for the City of Huntsville Transfer Station.

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 tasks included in this action will complete the main transfer station building. To date, the City Council has approved expenditures for all the site work (including utilities), retaining walls, building concrete, and the steel building. As that work is completed through February, the items included in this request will commence. These items are all scheduled for work in February and early March. Upon completion of these items, the building will be ready for operation.

Task	Vendor	Cost
Miscellaneous Steel	Custom Fabricators and Repairs, Inc. Bryan, Texas	\$138,500
Electrical/Mechanical/IT	McCaffety Electric Co. Huntsville, Texas	\$90,400
Restroom and Plumbing	Solid Bridge/Ace Plumbing Huntsville, Texas	\$12,800
Overhead Doors	Spring Overhead Door Spring, Texas	\$43,300
Scales	Nicol Scales and Measurement Houston, Texas	\$58,800
Total Cost of Work		\$343,800
Construction Management Fee (19%)		\$65,300
Grand Total of Addendum		\$409,100

As shown above, with the Construction Management Fee (19%), the proposed addendum to the contract is \$ \$409,100.00.

Prior to this award, the expenditures approved by the City Council totaled \$3,190,000. With this approval, the total expenditures approved will be \$3,599,100.

The remaining work to be awarded includes Office Remodel Reroofing/Insulation and Office Remodel Frame/Finish/MEP.

The budget is summarized as follows:

	Cost of Work	CMAR Fee	Total
Previously Authorized by the City Council	\$2,697,500	\$492,500	\$3,190,000
<i>Proposed Authorization for City Council to consider</i>	<i>\$343,800</i>	<i>\$65,300</i>	<i>\$409,100</i>
Total Authorized through this Action	\$3,041,300	\$557,800	\$3,599,100
Remaining Work	\$200,000	\$38,000	\$238,000
Total Project	\$3,241,300	\$595,800	\$3,837,100

The work included this proposed award is scheduled to commence in early February and be complete by the middle of March. The schedule completion date for the main transfer station building is the middle of March, with the office remodel to be complete after the main building has been finished.

Previous Council Action: As noted above, the City Council has previously authorized the City Manager to take the following actions:

- Enter into a design and permitting agreement with Weaver Boos Consultants (now Weaver Consultants Group)
- Enter into a Construction Manager At Risk agreement with Anchor Construction
- Authorize previous Addendums for the project

Financial Implications:

Item is budgeted: The total project budget for the Transfer Station is \$4,039,145. With this agenda item, (assuming Council's approval) \$3,599,100 has been used or is committed for construction, \$159,270 has been used for engineering costs, and \$327 has been used for Legal/Fiscal/Adm. This will leave \$280,448 of budget remaining.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Addendum E – pages 3-4

ADDENDUM "E"

to the

AGREEMENT FOR CONSTRUCTION MANAGER-AT-RISK SERVICES BETWEEN THE CITY OF HUNTSVILLE AND ANCHOR CONSTRUCTION, LLC

This Addendum "E" is effective January 17, 2017, and is incorporated into and will be deemed to supplement the Agreement for Construction Manager-At-Risk Services ("Agreement") between the City of Huntsville, Texas ("City") and Anchor Construction, LLC ("Anchor") entered into on January 20, 2015. This Addendum "E" shall be attached to the Agreement.

WHEREAS The City of Huntsville, Texas and Anchor Construction executed an agreement (referred to within as "base agreement") for Construction Manager At-Risk services to design and construct the Huntsville Transfer Station with such agreement approved by the Huntsville City Council on January 20, 2015;

WHEREAS Anchor Construction has conducted Requests for Proposal processes as set forth and in conformance with Section 2.3.2 of the base agreement;

WHEREAS For the services more fully described and discussed below, Anchor Construction wishes to offer a Guaranteed Maximum Price proposal for the City's review and acceptance in accordance with 2.4.1.1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Exhibit 1 includes the Guaranteed Maximum Price proposal submitted to furnish, install, and construct Miscellaneous Steel, Electrical/Mechanical/IT, Restrooms and Plumbing, Overhead Doors, and Scale, along with the Construction Manager at Risk Fee of 19% (in accordance with section 2.4.2.1) for a total Guaranteed Maximum Price proposal of \$409,100.

Signatures below constitute approval of Exhibit 1 for a total Guaranteed Maximum Price of \$409,100, as well as the associated proposals and vendor recommendations submitted by Anchor Construction.

IN WITNESS WHEREOF the parties hereto have, by and through their duly authorized officers in that regard, made and executed this Contract as of the date first written above.

SIGNED and DELIVERED

City of Huntsville, Texas
Owner
By: Matt Benoit, City Manager

Anchor Construction, LLC
Construction Manager
By: Robert Weaver, Principal

Exhibit 1

Huntsville Transfer Station – Summary of Proposals for Acceptance

Task	Vendor	Cost
Miscellaneous Steel	Custom Fabricators and Repairs, Inc. Bryan, Texas	\$138,500
Electrical/Mechanical/IT	McCaffety Electric Co. Huntsville, Texas	\$90,400
Restroom and Plumbing	Solid Bridge/Ace Plumbing Huntsville, Texas	\$12,800
Overhead Doors	Spring Overhead Door Spring, Texas	\$43,300
Scales	Nicol Scales and Measurement Houston, Texas	\$58,800
Total Cost of Work		\$343,800
Construction Management Fee (19%)		\$65,300
Grand Total of Addendum		\$409,100



CITY COUNCIL AGENDA

1/17/2017

Agenda Item: 6b

Item/Subject: Consider Councilmember Allen's request for discussion on tractor-trailer traffic on Badger Lane and possible solutions.

Initiating Department/Presenter: City Council

Presenter: Councilmember Ronald Allen

Recommended Motion: None, request was for discussion only.

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: Near the eastern end of Badger Lane, a business is operating that requires deliveries by tractor-trailers. The property on which the business operates is zoned *Management* and is a legal land use at this location. In addition, there are no ordinances in place that limit the type of traffic that drives on a public street to make certain deliveries. The City staff and the City Attorney are aware of this issue and find nothing in the current codes of ordinances to prevent this traffic.

Additional research completed by the City Attorney will be sent under separate cover.

Should the Council wish to address the issue, a proper motion would be to request staff to investigate possible solutions on this issue and to present them to Council for their consideration within 60 days.

Previous Council Action: None.

Financial Implications:

There is no financial impact associated with this item.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

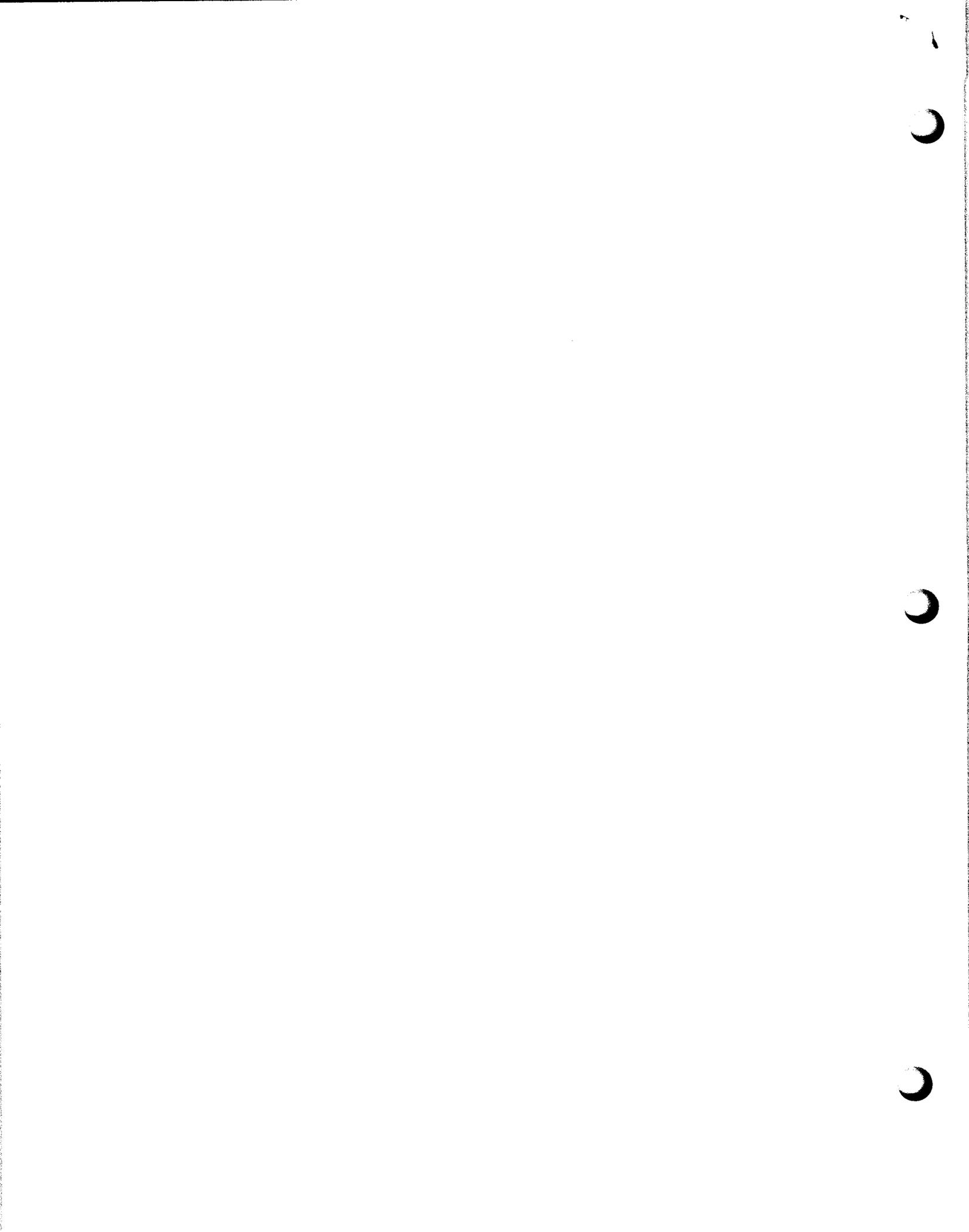
- Councilman Allen's request, page 2
- Map of subject area, page 3

Place on the agenda for the next meeting.

Discussion on tractor trailer traffic on Badger Lane and the problems this is causing and discuss possible solutions to this problem.

*found Allen
1/9/17*





ORDINANCE 2017-17

A ORDINANCE OF THE CITY COUNCIL OF CITY OF HUNTSVILLE TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE FEDERAL ENERGY REGULATORY COMMISSION IN 2017

WHEREAS, Entergy Texas, Inc.'s ("ETI") implementation of customer choice has ceased due to Senate Bill 1492 and ETI will continue to be regulated under traditional cost-of-service regulation;

WHEREAS, changes to the Public Utility Regulatory Act addressing rates and rate proceedings will have a direct impact on ETI and customer bills during 2017 and into the future;

WHEREAS, ETI is scheduled to litigate requests in various proceedings before the Public Utility Commission of Texas, before municipalities, or before the Federal Energy Regulatory Commission in 2017 related to ETI's continued integration with the Midwest Independent System Operator ("MISO"), ETI's exit from the Entergy System Agreement (effective August 31, 2016), various fuel cost refunds or surcharges and reconciliations, and for any type of base rate proceedings or cost adjustments, such as a new base rate increase request, transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2017, and to file other fuel proceedings to refund or surcharge fuel charges;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities;

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001;

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025, and standing before each Federal Energy Regulatory Commission case in which the City may be affected pursuant to 18 *C.F.R.* § 385.214;

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

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

SECTION 1. The City of Huntsville, Texas shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2017 and seek appropriate regulatory scrutiny in any case on file at the Federal Energy Regulatory Commission affecting the City and its residents.

The City of Huntsville, Texas shall participate with other Cities to intervene in fuel or fuel related proceedings at the Public Utility Commission and the Federal Energy Regulatory Commission on file in 2017 concerning ETI's rates charged to Texas customers.

All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 2. This Ordinance shall be effective from and after the date of its passage.

PASSED by a _____ vote of the City Council of the City of Huntsville, Texas, this _____ day of _____ 2017.

THE CITY OF HUNTSVILLE, TEXAS

By: _____
Andy Brauningger, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Leonard Schneider, City Attorney