

CITY OF HUNTSVILLE, TEXAS
Andy Brauninger, Mayor

Paul Davidhizar, Position 1 At-Large
Dee Howard Mullins, Position 2 At-Large
Clyde D. Loll, Position 3 At-Large
Mari Montgomery, Position 4 At-Large



Daiquiri Beebe, Ward 1
Russell Humphrey, Ward 2
Blake Irving, Ward 3
Mayor Pro Tem Joe P. Rodriguez, Ward 4

HUNTSVILLE CITY COUNCIL AGENDA
TUESDAY, JANUARY 7, 2020
WORKSHOP 5:00 P.M. - REGULAR SESSION 6:00 P.M.
CITY COUNCIL CHAMBERS & LARGE CONFERENCE ROOM
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 (936.291.5413), two working days prior to the meeting for appropriate arrangements.

WORKSHOP [5:00 P.M.] City Council will hear a presentation on landscaping from the Texas Department of Transportation on I-45 segment 2A.

MAIN SESSION [6:00 P.M.]

CALL TO ORDER
INVOCATION AND PLEDGES

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

PUBLIC HEARING

- Public hearing to hear comments on the Conditional Use Permit Application for a "Purpose-Built Shared Housing, Detached" project to be developed on property located in the 1300 Block of Windsor Street.
- Public hearing to hear comments on the Conditional Use Permit Application for a "Purpose-Built Shared Housing, Attached" project to be developed on property located in the 3600 Block of Boettcher Drive.

1. 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 17, 2019. [Brenda Poe, City Secretary]
- b. Consider authorizing the City Manager to enter into an agreement with Strand Associates, Inc. for professional engineering services for NB-06 Sanitary Sewer Basin Rehabilitation Project, Project No. 20-10-06. [Y. S. "Ram" Ramachandra, City Engineer]
- c. Consider the approval of supply contracts for chemicals used in water and wastewater treatment throughout the City with a term of one (1) year plus one (1) year renewal. [Brent Sherrod, P.E., Director of Public Works]
- d. Consider authorizing the City Manager to execute Change Order No. 4 for Sanitary Sewer Line Replacement (IH-45 to Water's Edge Lift Station) Project - Project #16-10-05 and adopt Ordinance 2020-12 for the associated budget amendment. [Y. S. "Ram" Ramachandra, City Engineer]

2. STATUTORY AGENDA

- a. Consider the Conditional Use Permit Application for a "Purpose-Built Shared Housing, Detached" project to be developed on property located in the 1300 Block of Windsor Street. [Planning]
- b. Consider the Conditional Use Permit Application for a "Purpose-Built Shared Housing, Attached" project to be developed on property located in the 3600 Block of Boettcher Drive. [Planning]

3. 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.

- a. Ethel Hawkins would like to discuss the Honorable Mayor Andy Brauninger Mayor's Roundtable Taking a Stance Against Homelessness – "Dribble Against Homelessness!!!"

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

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.)

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, 551.071 to receive legal advice on the annexation of Area E and the annexation of areas "A" thru "G" and lawsuits filed in Cause No. 1929442, Billingsley, et al v City of Huntsville, regarding said annexation. [Leonard Schneider, City Attorney]

7. RECONVENE

Take action on items discussed in executive session, if needed.

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, Section 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; Sec. 551.089 - deliberation regarding security devices or security audits; 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 to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Brenda Poe, City Secretary, do hereby certify that a copy of the January 7, 2020 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: 1/2/2020

TIME OF POSTING: 3:45 pm

TAKEN DOWN:

Brenda Poe

Brenda Poe, City Secretary

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 3rd DAY OF DECEMBER 2019, 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, Daiquiri Beebe, Blake Irving, Russell Humphrey, Clyde D. Loll, Dee Howard Mullins (*arrived at 6:04 pm*), Joe P. Rodriguez, Mari Montgomery

COUNCILMEMBERS ABSENT: Paul Davidhizar

OFFICERS PRESENT: Aron Kulhavy, City Manager; Brenda Poe, City Secretary; Leonard Schneider, City Attorney

MAIN SESSION [6:00 P.M.]

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

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 Beebe gave the invocation and Mayor Brauning led the pledges.

1. PROCLAMATIONS AND PRESENTATIONS

– The Huntsville High School 2019 championship football team was recognized.

2. 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 3, 2019. [Brenda Poe, City Secretary]
- b. Consider approval of the purchase of 24 MSA air packs and associated items. [Greg Mathis, Fire Chief]
- c. **SECOND READING** - Consider authorizing the City Manager to award the construction for 2018 CDBG Water System Improvement Project (No. 17-01-24), second reading. [Y. S. "Ram" Ramachandra, City Engineer]
- d. **SECOND READING** - Consider action to adopt Ordinance 2020-10 to suspend the increased gas rates proposed on or about November 14, 2019 by CenterPoint Energy Resources Corp. in the Beaumont/East Texas Service Division Area, and authorizing hiring of lawyers and rate experts, second reading. [Leonard Schneider, City Attorney]

Councilmember Rodriguez made a motion to approve the consent agenda; the motion was seconded by Councilmember Montgomery. The motion was adopted, 8-0.

3. STATUTORY AGENDA

- a. **SECOND READING** - Consider adoption of Ordinance 2020-09 to approve regulating the operation of Shareable Mobility Devices, second reading. [Kevin Byal, Director of Development Services/Building Official]

Councilmember Rodriguez made a motion to approve Ordinance 2020-09 implementing Regulations for the use of Shareable Mobility Devices; the motion was seconded by Councilmember Beebe. The motion was adopted, 8-0.

- b. **SECOND READING - Consider Ordinance 2020-05 amending Section 4.100, Table 4-1: Use Table and Section 4.200 Supplementary Use Regulations in Article 4 Use Regulations; Section 6.200, Table 6-1: Minimum Motor Vehicle Parking Ratios in Article 6 Parking and Driveway Access; and Article 11: Nonconformities; Section 15.200 Definitions in Article 15 Terminology and Definitions in the Development Code of the City of Huntsville; setting an effective date, second reading. [Leigha Larkins, Planner]**

Councilmember Rodriguez made a motion to approve Ordinance 2020-05 to amend the language of the Development Code; the motion was seconded by Councilmember Montgomery. Councilmember Beebe read a statement addressing concerns she felt limited mobile truck businesses. She made a motion to amend the item to strike Use Regulations Table for Article 4.2 to read mobile food vendors and mobile food vendor parks not be prohibited from the downtown district, but that they be permitted by right. The amendment failed with a 4-4 vote. Councilmember Beebe made a motion to amend Article 4.208(B)9 to not restrict the hours of operations; the motion was seconded by Councilmember Humphrey. The motion failed with 3-5 vote. Councilmember Beebe made a motion to amend Article 4.208(B) striking number 10; the motion was seconded by Councilmember Irving. The motion was adopted 8-0. The original motion was adopted with the amendment, 8-0.

- c. **Consider adoption of Ordinance 2020-11 to amend the budget for FY 19-20 and amending the Schedule of Fees and Charges. [Steve Ritter, Finance Director]**

Councilmember Rodriguez made a motion to adopt Ordinance 2020-11 to amend the budget for FY 19-20 and amend the Schedule of Fees and Charges; the motion was seconded by Councilmember Montgomery. The motion was adopted, 8-0.

4. CITY COUNCIL/MAYOR/CITY MANAGER

- a. **Consider approving nominees for City boards, committees, and commissions. [Andy Brauning, Mayor]**

The Mayor moved his nomination. The motion was adopted, 8-0.

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.

- a. **Danny Sanders would like to address the Council about claims against Danny Sanders II.**

Mr. Sanders spoke about his son's issue with the City about overpayments received on his paycheck.

- b. **Tucker Sullivan would like to address the Council about City ordinances on skateboarding**

Mr. Sullivan asked Council to consider reviewing the ordinance on prohibiting skateboarding to designate an area where they are allowed or consider installing a skate park within the City.

The Mayor allowed Ethel Hawkins to speak about the State of the City and her efforts to bring 100 churches together for State of the Church.

6. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None.

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 informed the public that the State of the City address delivered on Monday, December

9th, is available on Facebook and Youtube. He talked about the love #HomeSweetHuntsville has. As part of that spirit, the Mayor said that the Huntsville Fire Department is still collecting toys to make Christmas bright for some of our younger citizens. Please drop off donations at any fire station in the City.

Councilmember Rodriquez spoke about the Huntsville Public Library kick off winter festivities with a reading of "Twas the Night Before Christmas" and enjoying holiday cookies. The fun will begin at 3 p.m. Monday, December 23 in the Staggs Community Room.

Councilmember Montgomery encouraged residents to enjoy the picture-perfect spot for those last-minute photos at the City of Huntsville Christmas tree will stay lit until through January 2, 2020. The MAJESTIC Mountain Pine along with all the decorations in Rather Park in downtown Huntsville will make every grandmother happy to see on the fridge.

Councilmember Loll reminded citizens the City of Huntsville will be closed for Christmas on Tuesday and Wednesday, Dec. 24 and 25. All offices will reopen on Thursday, Dec. 26. The Transfer Station will only be closed Wednesday. Please do not use recycle cans for garbage. Also, there will be no heavy trash during Christmas week.

Councilmember Howard Mullins reminded the last day to submit reimbursement from GLO is Dec. 31, 2019.

The Mayor asked Director of Economic Development and Special Projects Tammy Gann to speak on the Old Town Theater.

Councilmember Rodriquez thanked the staff and the citizens for a wonderful 2019 and wished them Merry Christmas.

8. EXECUTIVE SESSION

- a. **City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, 551.071 to receive legal advice on the annexation of Area E and the annexation of areas "A" thru "G" and lawsuits filed in Cause No. 1929442, Billingsley, et al v City of Huntsville, regarding said annexation. [Leonard Schneider, City Attorney]**
- b. **City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, 551.071 to receive legal advice on claims against Danny Sanders II. [Leonard Schneider, City Attorney]**

The Council adjourned to Executive Session at 7:21 p.m.

9. RECONVENE

The Council reconvened at 8:06 p.m. Councilmember Rodriquez authorized the City Manager to send a letter to ESD #2 concerning annexation through Ordinance 2019-45; the motion was seconded by Councilmember Montgomery. The motion was adopted, 8-0.

ADJOURNMENT

Mayor Brauningger adjourned the meeting without objection at 8:06 p.m.

Brenda Poe, City Secretary

ATTEST:

CITY OF HUNTSVILLE

Brenda Poe, City Secretary

Andy Brauningger, Mayor



CITY COUNCIL AGENDA

1/7/2020
Agenda Item: 1b

Item/Subject: Consider authorizing the City Manager to enter into an agreement with Strand Associates, Inc. for professional engineering services for NB-06 Sanitary Sewer Basin Rehabilitation Project, Project No. 20-10-06.

Initiating Department/Presenter: Engineering

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

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Strand Associates, Inc. for professional engineering services for NB-06 Sanitary Sewer Basin Rehabilitation Project, Project No. 20-10-06.

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: Based on the findings of condition and capacity study during 2015-2016 of Citywide Wastewater (sewer) Collection System (2016 Study), sewer system in Elkins Lake Subdivision was determined to have a higher level of groundwater infiltration and storm water inflow (termed as I/I). This higher level of I/I has been causing overload condition to N.B. Davidson Wastewater Treatment Plant (WWTP) during wet weather conditions. Overloading of the plant causes adverse effects to the sewer treatment process by way of insufficient treatment, higher operating cost and potential of not being able to meet regulatory discharge requirements. Moreover, deteriorated sanitary sewer segments and manholes have potential to cause leaks and infrastructure collapse requiring costly maintenance on a recurring basis.

Among two sanitary sewer basins that cover Elkins Lake Subdivision, NB-06 and NB-07, NB-06 basin is needing attention on priority basis to control the I/I. NB-06 basin primarily covers 40% of Elkins Lake residential subdivision (*see the attached map*). The City Council has funded NB-06 Sewer Basin Rehabilitation project in FY 2019-2020 Budget. This funding is a continuation in the series of funds made available since 2017 to improve and extend the service life of sanitary sewer system throughout the City.

Strand Associates, Inc., Brenham, Texas, has provided a scope and fee proposal, upon the City's request, to provide professional engineering services for detail evaluation, design, bidding and construction support services to rehabilitate and/or replace highly deteriorated sanitary sewer segments and manholes in NB-06 Sanitary Sewer basin.

The total fee proposed by O'Malley Strand Associates for professional engineering services is \$210,000.

Strand Associates is well suited to provide professional engineering services for NB-06 sanitary sewer basin rehabilitation project. Strand Associates has satisfactorily provided similar service for a previous project, AJ-12 sanitary sewer basin rehabilitation project (AJ-12 basin primarily covers SHSU Central Campus Area, east part of the Avenues surrounding areas of Sycamore Ave). Strand Associates' proposal and engineering agreement that will be used to execute the engineering contract are attached

Agenda Item #1b

to this agenda item.

Upon fully executing the engineering contract and issuing a Notice to Proceed, Strand Associates is expected to complete the design in approximately six (6) months.

The project will be bid for construction soon after the completion of detail design. Construction cost will be in \$1.5 million range.

Previous Council Action: The City Council approved \$1,750,000 in FY 2019-2020 budget for NB-06 sanitary sewer basin sewer system evaluation study, detail design and rehabilitation/replacement of deteriorated manholes & sewer line segments.

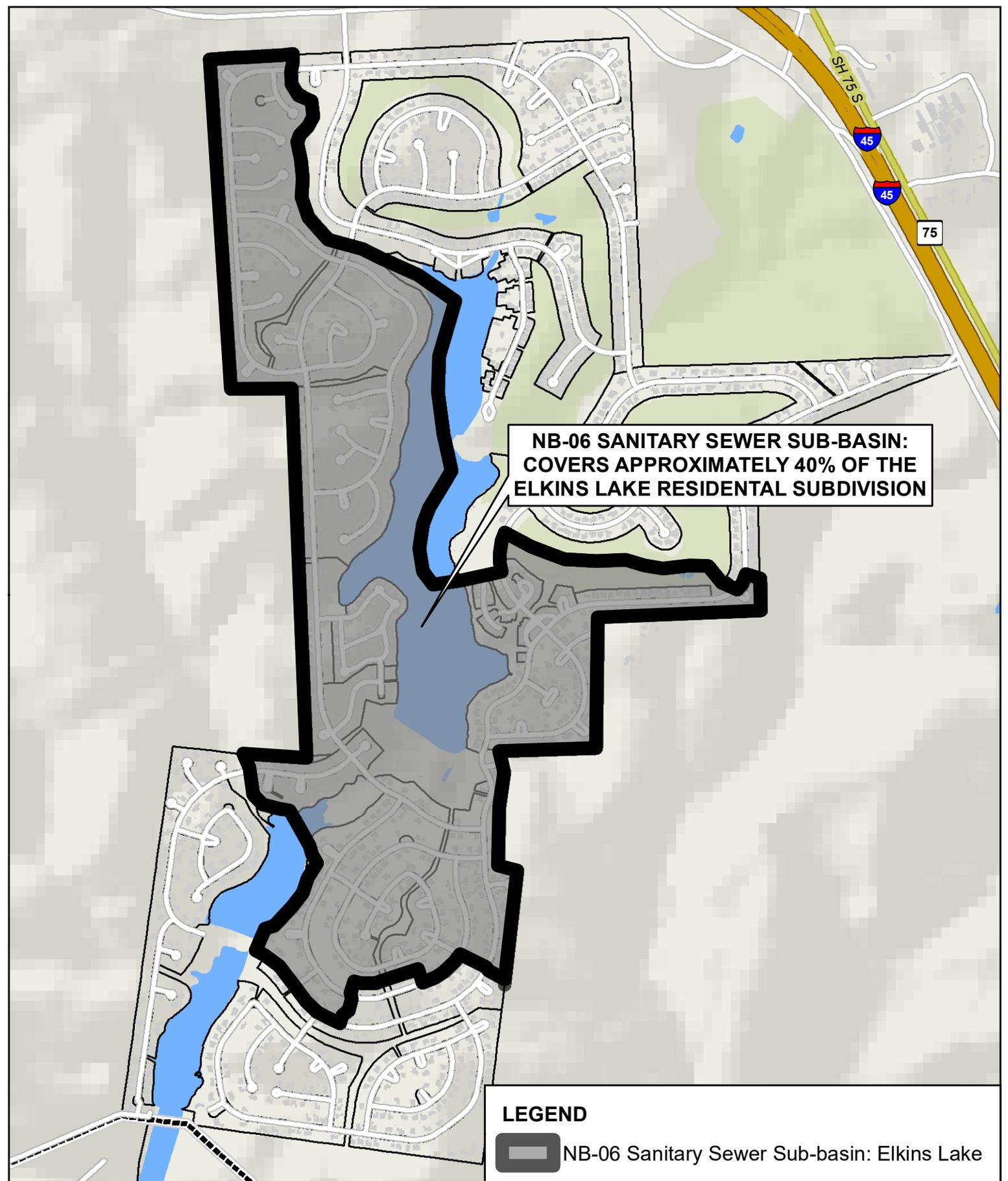
Financial Implications:

Item is budgeted: 702-7191-62300 - Current balance is \$1,750,000

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Map of NB-06 Sanitary Sewer Basin
- Scope & fee proposal from Strand Associates
- Engineering Agreement



**NB-06 SANITARY SEWER SUB-BASIN:
COVERS APPROXIMATELY 40% OF THE
ELKINS LAKE RESIDENTIAL SUBDIVISION**

LEGEND

 NB-06 Sanitary Sewer Sub-basin: Elkins Lake

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsville.tx.gov/438/City-Maps

1 in = 1,250 ft

On 8.5 x 11 inch Print



On Any Print Size

CREATED DATE: 12/17/2019



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

**NB-06 SANITARY SEWER SUB-BASIN
REHABILITATION PROJECT**





Strand Associates, Inc.®

1906 Niebuhr Street
Brenham, Texas 77833

(P) 979-836-7937

(F) 979-836-7936

Exhibit 1

December 31, 2019

Mr. Y. S. Ramachandra, P.E.
City of Huntsville
1212 Avenue M
Huntsville, TX 77340-4608

Re: Proposal to Perform Sanitary Sewer Evaluation Survey and Engineering Services
Related to NB-06 Basin for the City of Huntsville's
Wastewater Rehabilitation/Renewal Capital Improvement Plan Project

Dear Ram,

Thank you for the opportunity to submit this Proposal to the City of Huntsville, Texas, (OWNER) to provide professional engineering services for the referenced project. Strand Associates, Inc.® (ENGINEER) is committed to nurturing long-term client relationships and providing efficient and economical means to attain our client's engineering goals. Our "client first" philosophy means that we will be looking out for the OWNER's interest first and foremost.

Scope of Services

The scope of services for this project was identified in the "2016 Water and Wastewater Condition and Capacity Assessment Studies" performed by Freese and Nichols, Inc. for the OWNER and will generally consist of performing a sanitary sewer evaluation survey (SSES) for Sanitary Sewer NB-06 Basin and providing engineering services for the design and construction phases of the rehabilitation/renewal work required in Sanitary Sewer NB-06 Basin. The SSES to be performed on sanitary sewer NB-06 Basin consists of approximately 55,800 linear feet of collection line and 248 manholes. The scope and fees are outlined below.

SSES Phase Services

A. Smoke Testing

1. Prior to performing smoke testing, communicate with OWNER and develop door hangers and public notices for OWNER's publication on its letterhead and distribution to the public and emergency services providers.
2. Perform smoke testing of NB-06 Basin of OWNER's gravity collection system. OWNER shall provide all traffic control for smoke testing.
3. Prepare main line smoke testing reports including digital photographs of leak locations.
4. Prepare private line smoke testing reports including digital photographs of leak locations.

TBPE No. F-8405
TBPLS No. 10030000

WJH\gjc\m\BRE\Documents\Agreements\H\Huntsville, City of (TX)\SSES NB-06 Basin.2019\Agr\4516.005.Proposal.Letter.docx

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5. Compile main line and private line reports and present one bound document along with electronic versions of the reports on a compact disk.
6. Prepare collection system map showing main line leak locations using base mapping provided by OWNER.

B. Manhole Physical Observation

1. Field identify and label manholes in NB-06 Basin.
2. Open each accessible manhole and physically observe manhole condition from the surface using lights and pole-mounted cameras. No confined space entry of the manholes will be provided.
3. Prepare manhole report, which will identify the type of manhole and observed conditions of the manhole. The report will also identify influent and effluent pipe sizes and types where possible.
4. Compile the manhole report and present one bound document along with electronic versions of the reports on a compact disk.
5. Prepare collection system map with color-coded line sizes and types and manhole types using base mapping provided by OWNER.

Efficient and economical performance of the above services are dependent upon OWNER verifying that manholes are uncovered and openable. ENGINEER will not uncover manholes or break free any covers. ENGINEER will not proceed with any phase of the SSES without written confirmation from the OWNER that the manholes in that phase are available and openable.

C. SSES Report

1. Evaluate the information obtained in the smoke testing and manhole observation services.
2. Prepare alternatives for rehabilitation/renewal of various line segments and manholes identified as needing corrective action.
3. Develop opinion of probable construction project costs for the items in item No. 2 above.
4. Compile the information into one bound document, and submit two hard copies and one electronic copy, to OWNER for review.

Design Phase Services

Prepare drawings and specifications for the OWNER's chosen alternative for the rehabilitation/renewal work for NB-06 Basin in accordance with OWNER's requirements. Front end documents will be provided by OWNER for ENGINEER to incorporate into the Bidding Documents. Front end documents shall require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent

Mr. Y. S. Ramachandra, P.E.
 City of Huntsville
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that the contractor insures and indemnifies OWNER. Deliverables will include two copies of interim review documents and four copies of final Bidding Documents that the ENGINEER will provide.

Bidding Phase Services

1. Distribute Bidding Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.

Construction Phase Services

1. Provide contract administration services including attendance at preconstruction conference, review of contractor’s shop drawing submittals, review of contractor’s periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. In providing site visits, ENGINEER’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor’s failure to perform the construction work in accordance with the Contract Documents. ENGINEER’s review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.
2. Provide record drawings in electronic format from information compiled from contractor’s records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

No Resident Project Representative services are included in this Scope of Services.

Compensation

OWNER shall compensate ENGINEER for SSES Phase Services a lump sum in accordance with the following table:

<u>Services</u>	<u>Lump Sum</u>
A. Smoke Testing	\$35,000
B. Manhole Physical Observation	\$35,000
C. SSES Report	\$15,000

Mr. Y. S. Ramachandra, P.E.
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OWNER shall compensate ENGINEER for Design Phase Services a lump sum of \$80,000 allocated as follows:

Services	Lump Sum
Completion of design surveys	15 percent or \$12,000
Completion of preliminary drawings	15 percent or \$12,000
Completion of 90 percent drawings	50 percent or \$40,000
Completion of Bidding Documents	20 percent or \$16,000

OWNER shall compensate ENGINEER for Bidding Phase Services a lump sum of \$5,000.

OWNER shall compensate ENGINEER for Construction Phase Services a lump sum of \$40,000 allocated as follows:

Milestone	Lump Sum
Completion of contract execution, preconstruction conference and issuance of contractor notice to proceed	10 percent or \$4,000
Contractor progress billed incrementally each month	85 percent or \$34,000
Completion of record drawings	5 percent or \$2,000

The design phase and construction phase fees shown above are based on an approximate construction contract scope and value of \$1,453,860 as contained in the Freese and Nichols, Inc. report. It is anticipated the line replacement scope includes 95 percent of the lines to be replaced in present alignments with approximately five percent to be replaced in a new alignment. Should the rehabilitation/renewal scope change significantly or more line replacement be moved to new alignments, the design and construction phase fees will need to be adjusted accordingly.

We are excited about the opportunity to work with the City of Huntsville. If there are any questions during review of this proposal, please contact me.
 Sincerely,

STRAND ASSOCIATES, INC.®



William J. Huebner, P.E.

APPENDIX A
 CITY OF HUNTSVILLE
 WASTEWATER REHAB/RENEWAL CIP PROJECT
 NB-06 BASIN
 PROPOSED PROJECT SCHEDULE

Anticipated Project Notice to Proceed—January 6, 2020

<u>Work Item/Milestone</u>	<u>Duration</u>	<u>Estimated Completion Date</u>
1. Smoke testing of NB-06 Basin	30 days	February 5, 2020
2. Physical observation of manholes in NB-06 Basin	40 days	March 16, 2020
3. Compile data, prepare alternatives and opinions of cost, and submit report	30 days	April 15, 2020
4. Prepare bidding documents for rehabilitation project	75 days	June 29, 2020
5. Advertise and receive bids	30 days	July 29, 2020
6. Construction award, contract execution and begin construction	60 days	September 27, 2020
7. Construction complete	9 months	June 27, 2021

AGREEMENT BETWEEN CITY AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and STRAND ASSOCIATES, INC., BRENHAM, TEXAS, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct NB-06 SANITARY SEWER SUB-BASIN REHABILITATION PROJECT, PROJECT NUMBER 20-10-06 hereinafter called the PROJECT. The effective date of this agreement is _____.

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

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding, and construction phases of the PROJECT as outlined in Proposal dated December 10, 2019 from STRAND ASSOCIATES, INC. (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER to the extent caused by the ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: The ENGINEER shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement and shall provide a certificate of said insurance to the OWNER to attach to this Agreement. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of One Million Dollars to the OWNER within 15 days after this Agreement is executed and shall continue to maintain said insurance for this PROJECT. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning including sanitary sewer evaluation survey services, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design

including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out of town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor.

Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4.8 OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at ENGINEER option, result in the suspension of services upon 5 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4 Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according to Attachment Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination: This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT, to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Upon execution of this Agreement, the ENGINEER grants to the OWNER a nonexclusive license to reproduce the ENGINEER's completed tracings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the PROJECT, provided that the OWNER shall comply with all obligations under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER's consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the OWNER to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the PROJECT. Any re-use of the Instruments of service for purposes other than related to this Agreement, by OWNER or those authorized by OWNER, shall be at their sole risk and without liability to ENGINEER. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5 Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent

of the other party. This Agreement and attachments supersedes any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 **Severability.** Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be effected thereby.

6.7. **Jurisdiction and Venue.** The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 **Indemnity.** The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.

6.9 **Written Notice.**

Where written notice is mention in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Y. S. Ramachandra, P.E. City Engineer City of Huntsville 448 State Highway 75 North Huntsville, TX 77320	ENGINEER William J. Huebner, P.E. Project Manager Strand Associates, Inc. 1906 Niebuhr St Brenham, TX 78944
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6.10 **Staffing.** ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign and the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: Craig Kankel, P.E., Senior Project Manager
PROJECT ROLE: William Huebner, P.E., Project Manager
PROJECT ROLE: Cole Christian, E.I.T., Graduate Engineer

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

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

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

OWNER:
CITY OF HUNTSVILLE

ENGINEER:
Strand Associates, Inc.

Aron Kulhavy - City Manager

Matthew S. Richards – Corporate Secretary

ATTEST:

ATTEST:

Brenda Poe – City Secretary

Joe Bunker – Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

1/7/20
Agenda Item: 1c

Item/Subject: Consider the approval of supply contracts for chemicals used in water and wastewater treatment throughout the City with a term of one (1) year plus one (1) year renewal.

Initiating Department/Presenter: Public Works

Presenter: Brent Sherrod, P.E., Director of Public Works

Recommended Motion: Move to approve supply contracts to DXI Industries Inc. and Polydyne for chlorine, sulfur dioxide and polymer used in water and wastewater treatment throughout the City with a term of one (1) year plus one (1) year renewal.

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

Discussion: The City of Huntsville uses water and wastewater treatment chemicals to keep the water wells and ground water system safe in accordance with the Texas Commission on Environmental Quality (TCEQ). The chemicals included in this bid award recommendation are chlorine, sulfur dioxide and polymer. A bid tabulation has been provided for City Council review for these chemicals, with highlighted cells denoting vendor and unit prices proposed for award; expiring (prior) contract pricing is also included in the tabulation.

Previous Council Action: Previous chemical supply contract was awarded in November 2017, at the pricing reflected in the pertinent column of the attached bid tabulation.

Financial Implications:

Item is budgeted: Various PW division budgets **In the amount of \$** 180,000 (amount in the budget account)

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Bid Tabulation for City Bid No. 20-01, Water and Wastewater Chemicals, opened 11/19/19.

Bid No. 20-01

Water and Wastewater Chemicals

Bid Tabulation



<i>Firm Name</i>	<i>Estimated Annual Usage</i>	<i>HASA, Inc.</i>	<i>Univar Solutions</i>	<i>Sterling Water Technologies</i>	<i>Shannon Chemical Corporation</i>	<i>Polydyne</i>	<i>Carus Corporation</i>	<i>DXI Industries, Inc.</i>	<i>Napco Chemical</i>	<i>Prior Contract Award - Unit Price</i>
<i>Chlorine in gas form per One ton cylinder</i>	56 cylinder	No bid	No bid	No bid	No bid	No bid	No bid	Unit \$692.00 Annual Est: \$38,752	No bid	\$674.00
<i>Chlorine in gas form per One 150 lb cylinder</i>	100 cylinder	No bid	No bid	No bid	No bid	No bid	No bid	Unit \$108.00 Annual Est: \$10,800	No bid	\$103.00
<i>Sulfur Dioxide in gas form One ton cylinder</i>	34 ton	No bid	No bid	No bid	No bid	No bid	No bid	Unit \$929.00 Annual Est: \$31,586	No bid	\$894.00
<i>Polyacrylamide based Flocculant Price per gallon drum 55</i>	45 drum	No bid	No bid	Unit \$763.7053	No bid	Unit \$576.00 Annual Est: \$25,920	No bid	No bid	No bid	\$426.15



CITY COUNCIL AGENDA

1/7/2020
Agenda Item: 1d

Item/Subject: Consider authorizing the City Manager to execute Change Order No. 4 for Sanitary Sewer Line Replacement (IH-45 to Water's Edge Lift Station) Project - Project #16-10-05 and adopt Ordinance 2020-12 for the associated budget amendment.

Initiating Department/Presenter: Engineering

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

Recommended Motion: Move to authorize the City Manager to execute Change Order No. 4 in the amount of \$47,365.38 with Horseshoe Construction, Inc., for the construction of the Sanitary Sewer Line Replacement (IH-45 to the Water's Edge Lift Station) Project, Project #16-10-05, and adopt Ordinance 2020-12 for the associated budget amendment.

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 subject project consists of replacing approximately 2,300 linear feet of existing 10" sanitary sewer line with a new 15" sanitary sewer line to meet the increased wastewater flow and for accommodating future growth. The project has been under construction since late 2018. Owing to differing soil conditions and presence of excessive ground water, the project progressed at a slower pace than originally intended. However, well in excess of 2,100 linear feet (approx. 90%) of the project is now complete.

Remaining project segment (approx. 160 linear feet) requires deviation from the original sewer line alignment and in the method of installation. Project specifications called for replacement of existing 10" sewer line with 15" sewer line by pipe bursting method. Pipe bursting method consists of pulling in new pipe in the same location/alignment as the existing pipe with the aid of a mechanical head that bursts the existing pipe in its place making way for pushing the new pipe forward. Excavation and open trench along the sewer line segment are not necessary, except for pits at the either ends, in pipe bursting method. Due to highly sandy soil conditions combined with high groundwater saturation, installation of new 15" pipe by pipe bursting method has failed in much of the project segment.

Since installation by pipe bursting method has failed, installation by open trench excavation (depth varies from 10 to 15 feet deep) for rest of the project segment (again, approximately 150 linear feet) has become a necessity. Part of the existing segment is within 6 feet of a residential structure (at 404 Broadmoor Dr). To avoid deep excavation in close proximity to the residential structure, new sewer line will be installed in a revised alignment. Necessary additional utility easements have been procured to achieve installation in the revised alignment by open trench method

Additional cost to install sewer line by open trench method in a revised alignment, which also requires two additional manholes, trench dewatering, construction traffic control with appropriate signage / flaggers (during Broadmoor Dr street cut) and cement stabilized backfill is \$47,365.38. Original contract amount was \$777,505. Previous 3 change orders revised the contract amount to \$837,929 (CO #1 = \$40,091.50; CO #2 = \$10,630.50; and CO #3 = \$ 9,702). With the approval of CO #4, the contract amount will revise to \$885,294.38

Previous Council Action: Initial Council funding in the amount of \$600,000 was in the FY 2015-2016 budget. The Council awarded the engineering contract to McClure & Browne in the amount of \$53,000 in Dec. 15, 2015 Council meeting. City Council, in its May 16, 2017 meeting, rejected all bids received in Apr 2017. Upon rebidding the City Council awarded the construction contract to Horseshoe Const in August 21, 2018 meeting.

Financial Implications:

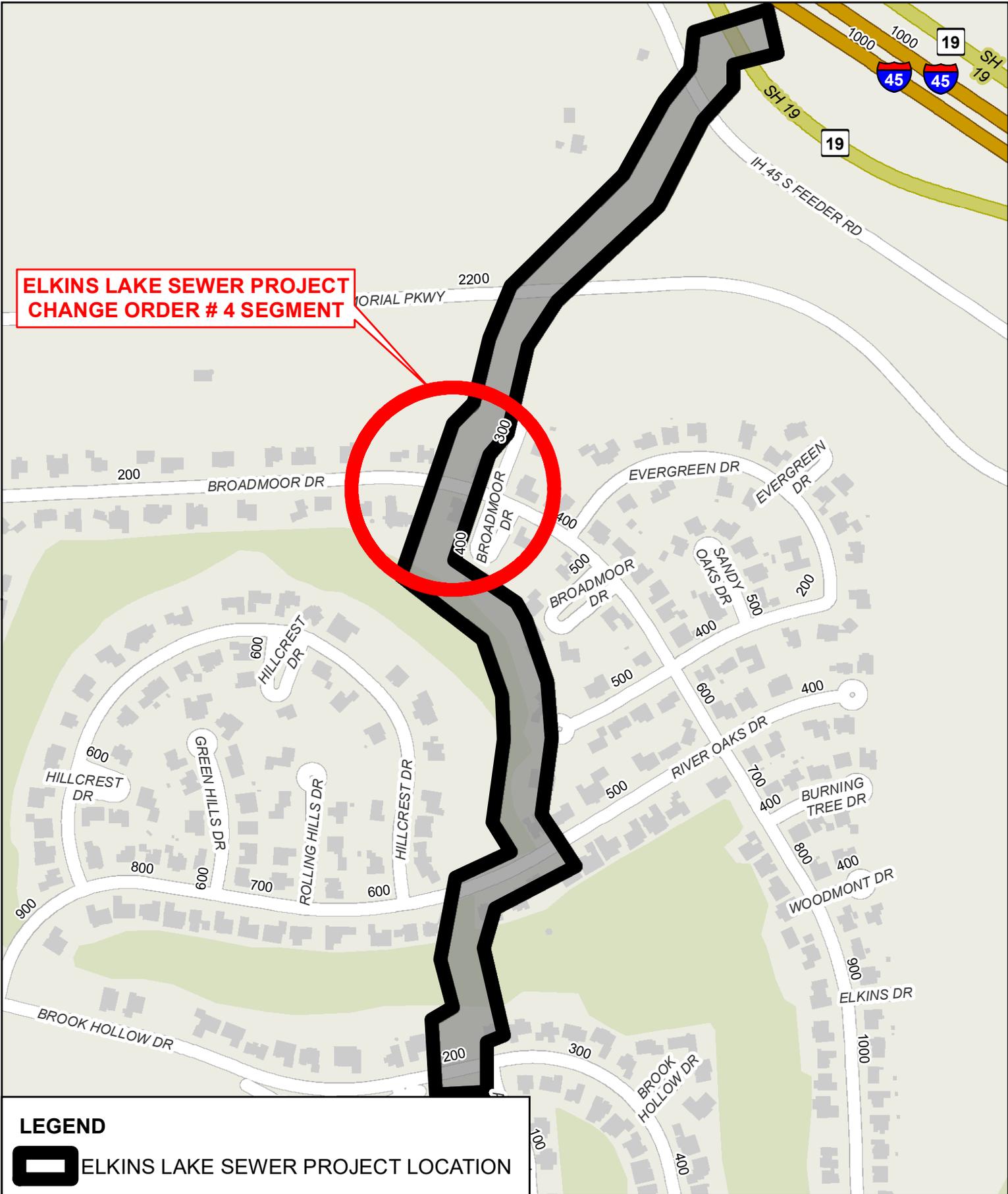
Item is budgeted: 702-7175-62300 - \$821,287 original budget with a current balance of \$2,741
The Budget Amendment in Exhibit A request an additional \$48,000 for the project to cover the cost of Change Order No. 4.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Location Map
- Ordinance 2020-12 for Budget Amendment
- Exhibit A to Budget Amendment
- Change Order No. 4 Price Quote from Horseshoe Const.

**ELKINS LAKE SEWER PROJECT
CHANGE ORDER # 4 SEGMENT**



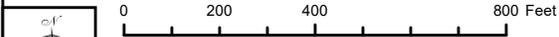
LEGEND

 **ELKINS LAKE SEWER PROJECT LOCATION**

The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/438/City-Maps

1 in = 400 ft

On 8.5 x 11 inch Print



On Any Print Size

CREATED DATE: 12/20/2019

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

ELKINS LAKE SEWER PROJECT, CO# 4



ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2019-2020 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2017-47 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2019-2020 Annual Budget and CIP Budgets were adopted by Ordinance 2019-52 on September 17, 2019;

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

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

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the annual budget for fiscal year 2019-2020 and the Capital Improvements Projects (CIP) budget as set forth herein; and

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

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

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

Section 2. The annual budget for fiscal year 2019-2020 is hereby amended to include the expenditures and revenues in Exhibit A and the Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit A attached hereto and made a part of this ordinance as if set out verbatim herein.

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

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

Section 5. The necessity for amending the budget for the fiscal year 2019-2020 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 7th day of January 2020.

THE CITY OF HUNTSVILLE, TEXAS

Andy Brauninger, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Poe, City Secretary

Leonard Schneider, City Attorney

Exhibit A – Ordinance 2020-12

Budget Amendments FY 19-20 January 7, 2020

Increase:	Wastewater CIP - 10" Sewer (Southwood to Brookhollow)	\$	48,000
Decrease:	Wastewater CIP Unallocated Budget	\$	48,000
Explanation:	<p>\$48,000 is being requested to supplement the project budget account to cover the cost of proposed Change Order No. 4, to complete the installation of remainder of the project segment (approximately 150 linear feet) in a revised alignment and complete the project construction.</p> <p>There is a \$300,968 balance in the Wastewater CIP Unallocated Budget and after this budget amendment (if approved) the balance will be \$251,968.</p>		

HORSESHOE CONSTRUCTION INC
 CONTACT: TAYLOR JONES
 PHONE:281478-5477
 DATE: 12/20/19

Existing Pay
 Items

Comments or special instructions: MANHOLE 12 TO 13

Description	QTY	LF	UNIT PRICE	AMOUNT
traffic control (Broadmoor dr)	1	LS	\$ 5,000.00	\$ 5,000.00
15" open cut including trench safety, neseccary dewatering and backfill	150	LF	\$ 233.00	\$ 34,950.00
cement stabilized backfill	40	CY	\$ 50.00	\$ 2,000.00
haul off and disposal of materials	40	CY	\$ 17.50	\$ 700.00
remove and replace asphalt pavement	33	SY	\$ 84.00	\$ 2,772.00
remove and replace bushes	1	LS	\$ 1,500.00	\$ 1,500.00
removal of tree (if needed)	2	EA	\$ 2,100.00	\$ 4,200.00
fence wood repair	110	LF	\$ 20.00	\$ 2,200.00
sod lawn	4500	SF	\$ 0.75	\$ 3,375.00
abandonment existing line	150	LF	\$ 8.50	\$ 1,275.00
remove and replace concrete curb and gutter	20	LF	\$ 36.00	\$ 720.00
IH 45 Frontage Rd TxDot permit related construction cost	1	LS	\$ 9,987.38	\$ 9,987.38
4" Single Service Connection	4	EA	\$ (550.00)	\$ (2,200.00)
15" Horizontal Wet Bore	88	LF	\$ (178.00)	\$ (15,664.00)
Directional Bore	30	LF	\$ (115.00)	\$ (3,450.00)
TOTAL				\$ 47,365.38

THANK YOU FOR YOUR BUSINESS!



CITY COUNCIL AGENDA

1/7/20
Agenda Item: 2a

Item/Subject: Consider the Conditional Use Permit Application for a “Purpose-Built Shared Housing, Detached” project to be developed on property located in the 1300 Block of Windsor Street.

Initiating Department/Presenter: Development Services

Presenter: Planning Division Staff

Recommended Motion: Move to approve Conditional Use Permit Application # 02-2019, allowing a “Purpose-Built Shared Housing, Detached” project to be developed on property located in the 1300 Block of Windsor Street as recommended by the Planning Commission.

Strategic Initiative: Goal #3 - Economic Development - Promote and enhance a strong and diverse economy.

Discussion: The applicant, Darrel Grein, is proposing to develop a “Purpose-Built Shared Housing, Detached” development on a tract of land, 1.56 acres in size, located in the 1300 Block of Windsor Street on the northeast side of the street. The property also has frontage on the west side of Lake Road. A Conditional Use Permit is required for the proposed development per Subcategory Residential Use, Specific use Purpose-Built Shared Housing of Table 4-1: Use Table in Article 4: Use Regulations of the current City of Huntsville Development Code. The subject property is located in the Management (M) District.

“Purpose-Built Shared Housing, Detached” is defined in Article 15 of the Development Code as:

“One or more detached dwelling units on an individual lot, rented by the bedroom, for which an approved building permit was issued after 04/16/2019, each detached dwelling unit having three (3) or more bedrooms and which is occupied or intended to be occupied by more than two (2) unrelated persons.”

Purpose-Built Shared Housing, Detached Developments are one of the uses which require a CUP if the applicant wishes to deviate from the requirements of the Purpose-Built Shared Housing Design Criteria.

The applicant had requested a reduced parking requirement for the development. The parking requirement for “Purpose-Built Shared Housing, Detached” is 1.5 spaces per bedroom. The applicant is requesting a parking rate of 1.1 spaces per bedroom. Per Section 4.403.00 of the Purpose-Built Shared Housing Design Criteria, a 10% reduction in required parking may be permitted for developments that exceed minimum landscaping requirements, provided that at least one additional 3-inch caliper tree is provided for every parking space eliminated. At the required rate of 1.5 parking spaces per bedroom, this development would be required to construct 78 parking spaces. A 10% reduction would require 70 parking spaces, resulting in a difference of 8 parking spaces. As shown on the site plan, the applicant has agreed to plant 8 additional 3-inch caliper trees and to install bicycle racks for no fewer than 16 bicycles.

The subject property includes approximately 125 linear feet of frontage along Windsor St and approximately 120 linear feet of frontage on Lake Rd. The current uses of the properties adjacent to the south, east, and west of the proposed development are commercial office uses. The property to the north of the proposed development is a multifamily residential development, classified by the Walker County Appraisal District as "Student Housing." The properties surrounding the proposed development are all located in the Management Development District.

The purpose of a Conditional Use Permit is to allow the establishment of uses which may be suitable only in certain locations in a development district or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are those uses which are generally compatible with the permitted land uses in a given zoning district, but which require individual review of their proposed location, design and configuration, and the imposition of conditions in order to ensure the appropriateness of the use at a particular location within a given Development District. Conditions that may be imposed on a project must be related to the development and any potential impacts it may have on the surrounding area. Examples of such conditions may be the construction of a fence along a property line, buffering of a parking lot from adjoining properties, limitations on the number of driveways, or other similar requirements to mitigate potential negative impacts on surrounding properties.

Upon staff review of the CUP application, staff prepared development conditions for the proposed Purpose-Built Shared Housing Development. The Applicant has agreed to develop the property in accordance with these conditions, should the Conditional Use Permit be approved by City Council.

A Public Hearing and consideration of this case was on the agenda for the November 21, 2019 Planning Commission Meeting. The project engineer, Jeff Robertson, spoke in support of the CUP Application. There were no speakers in opposition of the application. After closing the hearing, the Commission voted unanimously to recommend approval of the CUP with the staff recommended conditions for the proposed development. The conditions recommended are included in the attached draft letter of conditional approval. The approved meeting minutes are attached.

After a public hearing, the Council may approve the request as submitted, approve the request with conditions as recommended by the Planning Commission, deny the request, or remand the request to the Planning Commission for further review.

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

Financial Implications:

There is no financial impact associated with this item.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Planning Commission Discussion Form & Packet
- Excerpt from November 21, 2019 Planning Commission Meeting Minutes
- Site Plan
- Vicinity Map
- Draft of the Letter of Conditional Approval



Conditional Use Permit Application

City of Huntsville | 448 State Highway 75 North | Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name Uncle Darrell's Place, Inc.

13102 Blossomheath

Mailing Address

Cypress

City

Tx

State

77429

Zip Code

Phone Number 832-928-6225

Alternate Phone Number _____

E-mail: dlventure@aol.com

I hereby submit this request for the below Conditional Use Permit.

Darrell L. Grein

Signature

10/09/2019

Date

Property Owner Information [If more than one property owner, check & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for conditional use permit; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name Same as applicant

Mailing Address

City

State

Zip Code

Phone Number _____

Alternate Phone Number _____

Signature

Date

Proposed Location for Conditional Use Permit

Address or general location for the Conditional Use Permit. (Staff will assist with providing maps.)

2700 Lake Road

Development District/Proposed Use

District Classification Downtown Management Neighborhood Conservation Planned Development

Proposed Use Duplex residential development on single property

Additional Information

Please provide any additional information pertinent to the City's decision for this Conditional Use Permit. You may attach additional sheets as necessary.

The proposed development of this site is intended to be a residential development under the rules established by the City's

Shared Public Housing regulations with the exception to the parking. The proposed parking rate on this is 1 space per bedroom as allowed under multifamily development regulations.

Fees

\$300.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

Received By and Date:	Fee Paid:	Planning Commission Date:	City Council Date:	Outcome:
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**VICINITY MAP - CUP 02-2019 - Lake Road & Windsor Street
Planning Commission Meeting- November 21, 2019**

GENERAL CONSTRUCTION NOTES:

- It shall be the responsibility of the Contractor to verify the exact location of all underground utilities. At least 48 hours prior to beginning construction, the Contractor shall contact the following, but not limited to:
 - Texas811 811
 - City of Huntsville Water & Sewer Department 1-936-294-5762
 - AT&T 1-936-291-4704
 - CenterPoint Energy/Entex, Inc. 1-936-295-8767
- All construction shall be in accordance with Construction Drawings and Technical Specifications found herein. All testing shall be performed in accordance with the Technical Specifications.
- The Contractor is responsible for all construction safety. Construction Drawings do not contain necessary components for construction safety.
- In lieu of using the construction materials indicated in these plans, the Contractor shall obtain written approval from the Engineer for any substitution.
- It is the responsibility of the Contractor to comply with all State and Federal Regulations regarding construction activities near energized overhead power lines.
- Location of existing buried utilities, where shown, is approximate only. Other utilities may be present that are not shown on the Construction Drawings. The Contractor shall be responsible for locating and protecting all buried utilities.
- All materials and labor not identified as a Separate Bid Item shall be considered subsidiary to the item in which it is used.
- All dimensions are marked from back of curb, unless otherwise noted.
- Adjustment of water meters, valves, manholes, irrigation systems, and any other public or private utility are not separate pay items. The price of the adjustment shall be subsidiary to the project.
- All materials removed from the site shall be disposed of in accordance with local, state, and federal regulations.
- All coordinates given are local coordinates. Published City of Huntsville Control Monument coordinates may vary slightly from those shown herein.
- Traffic Control: The Contractor shall maintain one traffic lane open during daily construction and provide the necessary signage/barricades and flaggers. Traffic cones shall be provided along trench edge until such time the HMAC repairs has been completed. Traffic cones may be eliminated if temporary base material is brought up to the existing pavement surface during construction (i.e. temporary base material will have to be removed prior to the installation of HMAC wearing surface.)
- Pavement Striping/Markings shall be not applied thermoplastic (Type 1 Marking Material) installed in accordance with TxDOT Item 666 - ReflectORIZED Pavement Markings. Prior to placement of the new markings, the existing pavement marking shall be removed and pavement surface cleaned/prepared in accordance with TxDOT 677 and 678.

WATER AND SANITARY SEWER DEMANDS:

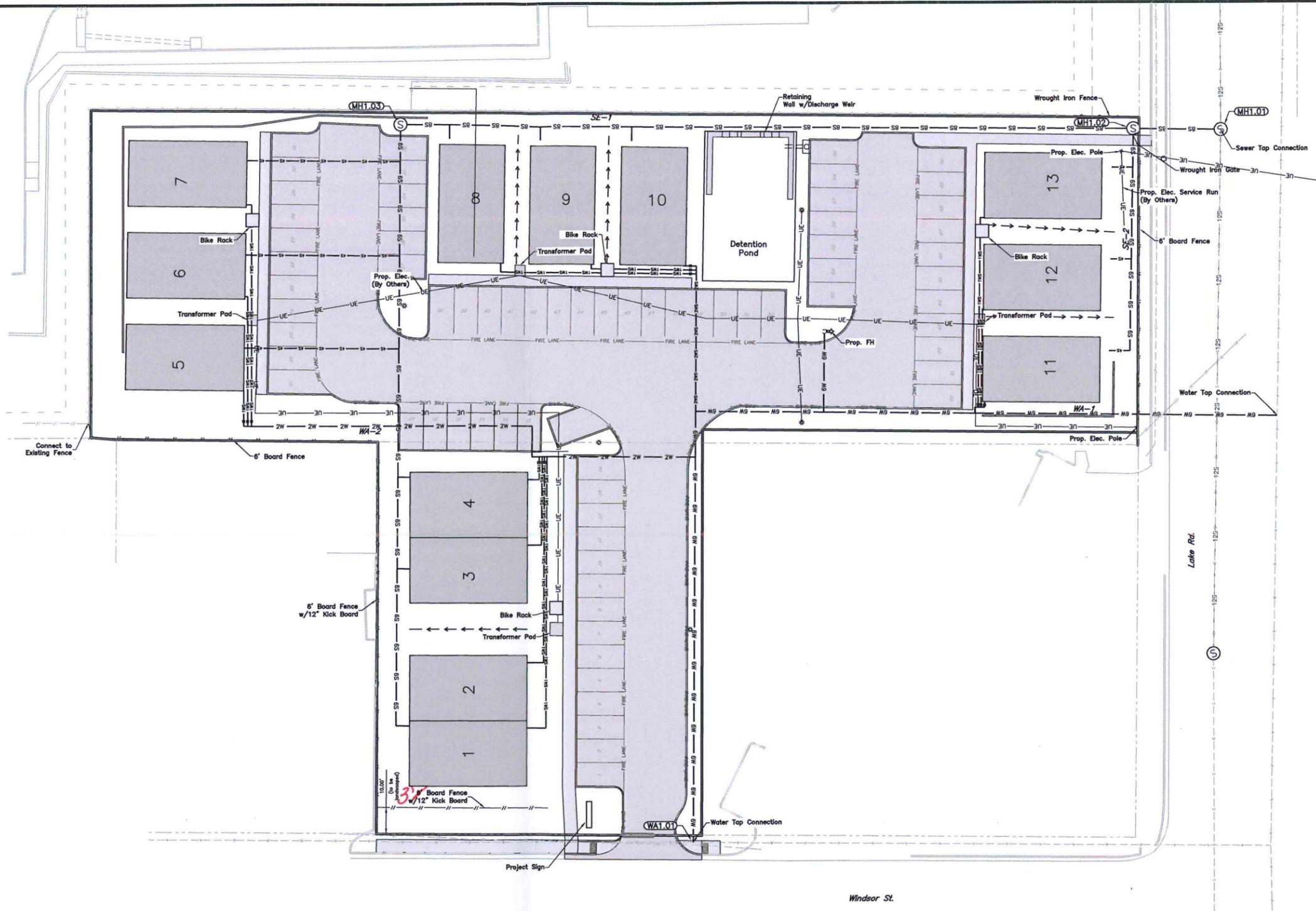
- Sanitary Sewer Flow:
 - # of Bedrooms/Unit = 4
 - # of Units = 13
 - Gal/Day/Cap = 100 gpd
 - Demand/Day = 5,200 gpd
 - Demand(x2.5) = Peak Flow = 13,000 gpd
- Wastewater Flow (Rate of Return = 80%): = 10,400 gpd

Project Benchmark Information:

- City of Huntsville Monument #6480
PK Nail
Northing: 10253850.89
Easting: 3799022.48
Elevation: 440.314
- City of Huntsville Monument #7500
PK Nail
Northing: 10253284.53
Easting: 3799536.73
Elevation: 460.433
- City of Huntsville Monument #6482
Set R.R. Spike in Asphalt
Northing: 10253219.67
Easting: 3800066.10
Elevation: 463.298
- City of Huntsville Monument #7499
PK Nail
Northing: 10252998.15
Easting: 3800526.50
Elevation: 455.683

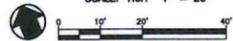
WATER AND SANITARY SEWER DEMANDS:

- Sanitary Sewer Flow:
 - # of Bedrooms/Unit = 4
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 - Demand/Day = 5,200 gpd
 - Demand(x2.5) = Peak Flow = 13,000 gpd
- Wastewater Flow (Rate of Return = 80%): = 10,400 gpd



OVERALL SITE & UTILITY PLAN

SCALE: Hor: 1" = 20'



LEGEND

- G — Ex. Gas Line
- OE — Ex. Overhead Electrical Line
- UE — Prop. Underground Electric Line
- S — Ex. Sewer Line w/ size
- BS — Prop. Sewer Line w/ size
- W — Ex. Water Line w/ size
- MW — Prop. Waterline & Fire Hydrant
- GSD — Ex. Ground Contour Line
- GSD — Prop. Finish Grade Contour
- --- --- Subdivision Boundary
- - - - - Prop. R.O.W. Line
- — — — Boundary Setback Line

Parking Count			
No. of Bedrooms	Required Spaces (Beds * 1.5)	Total Spaces	Required Landscape for Admin. Variance
52	78	70	78 - 70 = 8

*Parking Space Count = 90% of Bedrooms
(Additional landscaping provided per administrative variance to account for difference)

For Interim Review Only
These documents have been released on September 5, 2019 for the purpose of review and comment under the authority of Jeffrey L. Robertson P.E., P.E. No. 94745. They are not to be used for construction purposes.

ISSUED FOR REVIEW AND COMMENT

DATE: 9/2/19 DRAWN BY: JIM
DESIGNED BY: JIM
CHECKED BY: JLS

REVISIONS

MCCLURE & BROWNE
ENGINEERING/SURVEYING, INC.
Engineer Reg. No. 1-481 Survey Reg. No. 10103320
1008 Woodcrest Dr., Suite 103
College Station, TX 77845 (877) 653-3838

Overall Site & Utility Plan

Windsor St. & Lake Rd. Development
MBESI No. 1000-0397

SHEET NO.

C1.1

NOTE: LOCATION OF EXISTING BURIED UTILITIES, WHERE SHOWN, IS APPROXIMATE ONLY. THERE MAY BE EXIST UTILITIES WHICH ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL BURIED UTILITIES.



PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

Prepared by: Leigha Larkins, Planner
Janet Ridley, City Planner

MEETING DATE: November 21, 2019

SUBJECT: Proposed Development of Purpose-Built Shared Housing, Detached

TYPE OF REVIEW: Conditional Use Permit

Applicant: Uncle Darrell's Place - Darrell Grein, Owner

LOCATION: NW Corner of Windsor St. and Lake Rd. Intersection

FACTS, CODE REQUIREMENTS AND CONDITIONS

The applicant, Darrel Grein, is proposing to develop a "Purpose-Built Shared Housing, Detached" development on a tract of land, 1.56 acres in size, located in the 1300 Block of Windsor Street on the northeast side of the street. The property also has frontage on the west side of Lake Road. A Conditional Use Permit is required for the proposed development per ***Subcategory Residential Use, Specific use Purpose-Built Shared Housing of Table 4-1: Use Table in Article 4: Use Regulations*** of the current City of Huntsville Development Code. The subject property is located in the Management (M) District.

"Purpose-Built Shared Housing, Detached" is defined in Article 15 of the *Development Code* as:

"One or more detached dwelling units on an individual lot, rented by the bedroom, for which an approved building permit was issued after 04/16/2019, each detached dwelling unit having three (3) or more bedrooms and which is occupied or intended to be occupied by more than two (2) unrelated persons."

Purpose-Built Shared Housing, Detached Developments are one of the uses which require a CUP if the applicant wishes to deviate from the requirements of the *Purpose-Built Shared Housing Design Criteria*.

The applicant had requested a reduced parking requirement for the development. The parking requirement for "Purpose-Built Shared Housing, Detached" is 1.5 spaces per bedroom. The applicant is requesting a parking rate of 1.1 spaces per bedroom. Per Section 4.403.00 of the *Purpose-Built Shared Housing Design Criteria*, a 10% reduction in required parking may be permitted for developments that exceed minimum landscaping requirements, provided that at least one additional 3-inch caliper tree is provided for every parking space eliminated. At the required rate of 1.5 parking spaces per bedroom, this development would be required to construct 78 parking spaces. A 10% reduction would require 70 parking spaces, resulting in a difference of 8 parking spaces. As shown on the site plan, the applicant has agreed to plant 8 additional 3-inch caliper trees and to install bicycle racks for no fewer than 16 bicycles.

The subject property includes approximately 125 linear feet of frontage along Windsor St and approximately 120 linear feet of frontage on Lake Rd. The current uses of the properties adjacent to the south, east, and west of the proposed development are commercial office uses. The property to the north of the proposed development is a multifamily residential development, classified by the Walker County Appraisal District as "Student Housing." The properties surrounding the proposed development are all located in the Management Development District.

The Comprehensive Plan states that the City should create and implement effective controls for managing incompatible land uses based upon their character, intensities and impacts on adjacent nearby uses. The majority of the land in the vicinity of the subject property is currently developed with multifamily residential and commercial uses. The attached Letter of Conditional Approval provides draft conditions that would serve to mitigate possible nuisance effects of the development on surrounding properties. These conditions are intended to address lighting, maintenance, and parking concerns, etc.

Adequate existing street access and water and sanitary sewer service is available for the proposed development. A preliminary site development plan has been submitted in the developer's presentation package indicating that mitigation of increased post-development storm water run-off will be addressed. The City Engineer will review and approve the drainage plan prior to construction.

The requirements for the review and approval of a Conditional Use Permit are defined in **Article 10: Development Review and Approval Procedures, Section 12.800 Conditional Uses, Development Code, effective date of August 31, 2015**. Simply stated the procedure for a Conditional Use Permit is as follows:

- Planning staff review application and prepare report and staff recommendation for the Planning Commission prior to the public hearing on the conditional use permit application.
- Planning Commission must hold a public hearing on the proposed conditional use. Commission must then act, by simple majority vote, to recommend approval, approval with conditions, or denial of the request and convey its recommendation to City Council.
- Final action on the conditional use permit is by City Council after receiving the Planning Commission recommendation on the matter. City Council must hold a public hearing and then act to approve, approve the proposed amendment with conditions, or deny the proposed conditional use. City Council may also remand the proposed conditional use application to the Planning Commission for further consideration. The conditional use permit application may be approved by simple majority.

There are additional provisions for lapses in, transferability of, and amendments to approved Conditional Use Permits in the code. Please refer to Section 12.800 of the Development Code for additional details.

In reviewing an application for a CUP, Section 12.808 of the Development Code states the following:

No conditional use may be recommended for approval or approved unless the respective review or decision-making body determines that evidence has been submitted to support each of the following conclusions:

- That the proposed use is consistent with the Comprehensive Plan;*
- That adequate utilities, roads, drainage and other necessary infrastructure facilities and public services are or will be available to serve proposed use; and*
- That the proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.*

STAFF RECOMMENDATION

The Comprehensive Plan recommends the development of a variety of housing types within the City. The proposed use of a Purpose-Built Shared Housing Development is a compatible use for the area and there is adequate infrastructure to serve the development. Staff does not believe that the proposed use will be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity greater than any other use allowed by right in the Management Development District. The additional conditions of approval included in the draft Letter of Conditional Approval would provide sufficient buffering if required for approval of the Conditional Use Permit. Due to this and the fact that the proposed use meets all four criteria as outlined in Section 12.808 the Development Code, staff recommends approval of the Conditional Use Permit.

ATTACHMENTS

Application

Vicinity map by staff

Site Plan (Supplied by Applicant)

DRAFT Letter of Conditional Approval

MINUTES OF THE MEETING OF THE PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, AT CITY HALL, 1212 AVENUE M, HUNTSVILLE, TEXAS ON THE 21ST DAY OF NOVEMBER 2019 AT 5:30 PM.

Members present: Woods; Hooten; Whitehead; Thompson; Carpenter

Members absent: Nichols; Jenkins

City staff present: Ridley; Larkins; Byal

1. CALL TO ORDER

The meeting was called to order by Chairman Woods. [5:30 PM]

2. PLEDGE OF ALLEGIANCE

- a. U.S. Flag
- b. Texas Flag

3. INVOCATION

Chairman Woods led the invocation.

4. ELECTION:

- a. **Chairman**
- b. **Vice-Chairman**

S.O. "Woody" Woods, Jr. and Al Hooten were unanimously approved by acclamation to serve as Chairman and Vice-Chairman, respectively, of the Commission.

5. PUBLIC HEARING to take testimony concerning the application for a Conditional Use Permit for a Purpose-Built Shared Housing Development to be located in the 1300 Block of Windsor Street.

Chairman Woods opened the Public Hearing.

Staff Planner, Leigha Larkins, gave the staff report for the project per the discussion form, noting that this is the first Conditional Use Permit application for a Purpose-Built Shared Housing project since the adoption of the regulations in April 2019.

Darrell Grein, Applicant and Property Owner, presented his case for the approval of the Conditional Use Permit for the project and answered Commission questions regarding the project. The main topic of conversation was regarding the reduction in the number of required parking spaces, (78 spaces required at 1.5 spaces per bedroom). The Development Code allows for a 10% reduction in the required parking provided that at least one 3-inch caliper tree is provided for each parking space eliminated. The site plan for the project indicates that 8 additional trees are to be planted and also the installation of bicycle racks for no fewer than 16 bicycles.

Speakers in Support of the Conditional Use Application.

Jeff Robertson, P.E., Project Engineer, voiced his support for the project.

Speakers in Opposition of the Conditional Use Application.

There were none.

Staff noted that two (2) phone calls have been received from citizens asking for clarification of Purpose-Built Shared Housing. One caller did not have any opposition. One caller is concerned about traffic impact on the intersection of Windsor Street/ Lake Road intersection.

Chairman Woods closed the Public Hearing.

6. CONSIDER the application for a Conditional Use Permit for a Purpose-Built Shared Housing development to the located in the 1300 Block of Windsor Street.

Commissioner Hooten moved to recommend approval of the Conditional Use Permit and to allow the reduction in the number parking spaces. Second was by Commissioner Whitehead. The vote was unanimous.

- 7. CONSIDER** the application for a Modification and Waiver of Subdivision Standards for the Heritage Trails subdivision located in the City Limits of Huntsville.

City Planner, Janet Ridley, gave the staff report per the discussion form, giving a brief history of the proposed subdivision for the newer members of the Commission. It was noted that previously the Commission had granted a waiver for a 15' reduced side street setback for a larger scale subdivision. The Commission voted 3 in support and 3 in opposition for the same reduced side street setback when the subdivision was resubmitted for a smaller scale development. The waiver was not granted as a result of the tied vote. The current submitted application is for a reduced side street setback of 10' in lieu of the required 25' setback. The applicant is proposing that there will not be any driveways permitted from the side streets, no parking will not be permitted, and unobstructed visibility easements will be dedicated at street intersections to ensure that sightlines will remain unobstructed at intersections. Staff recommends that should the Commission find that it is reasonable and appropriate to grant the requested waiver that the reduced setback be not less than 15'.

Developer representative, Melony Gay, P.E. and Project Engineer, presented the case for the waiver. It was noted that the requested side street setback waiver has been changed by the developer from 10' to 15'. It was noted that the subdivision is proposed to be 201 lots for single family residences. If the waiver is not granted, 13 lots will be lost resulting in considerable lost of future revenue for the City.

Commissioner Thompson moved to grant the waiver to allow a minimum side street setback of 15' for the subdivision. Second was by Commissioner Carpenter. The vote was unanimous.

- 8. DISCUSS AND REVIEW** draft language for proposed Development Code revisions.

City Planner, Janet Ridley, presented the proposed draft language for each of the proposed *Development Code* revisions per the discussion form. After discussion of each item, the Commission unanimously agreed with each of the proposed Code revisions. The Commission did request that the draft language for *Section 8.503.B* pertaining to signs in the Downtown Development District have language added to specifically refer to the State Historic Commission documents to be used in review of signs. It was also requested that the draft language for *Section 12.904* pertaining to Application Filing for variances state that the required Pre-Application meeting be with the City Planner.

- 9. CONSIDER** the minutes of the October 3, 2019 meeting.

Commissioner Hooten moved to approve the minutes of the October 3, 2019 meeting. Second was by Commissioner Whitehead. The vote was unanimous.

- 10. PUBLIC COMMENTS**

There were none.

- 11. ITEMS OF COMMUNITY INTEREST**

Downtown Christmas Fair is December 7th.

Lions Club Christmas Parade is December 7th.

State of the City event will be December 9th at the Walker County Storm Shelter.

Newly appointed Commissioner Rhonda Carpenter was recognized and welcomed.

- 12. ADJOURNMENT**

Chairman Woods adjourned the meeting. [6:58 PM]



CITY OF
Huntsville
Incorporated in 1845 under the Republic of Texas

November 12, 2019

Mr. Darrell Grein
13102 Blossomheath Rd.
Cypress, Texas 77429

Re: CUP Application for Windsor St. and Lake Rd. Development

Dear Mr. Grein,

The City of Huntsville City Council approved your Conditional Use Permit on XXXX 00th, 2019, subject to the following conditions:

1. Expansion of the multifamily development, including the interior addition of dwelling units within the boundary approved by this permit, shall be prohibited.
2. All public/private utility, electric, gas, cable television and telephone lines shall be installed underground.
3. A sidewalk shall be provided along the Windsor Street frontage of the property.
5. At least 20% percent of the total lot area must be devoted to landscape development. A minimum of 10% of the required landscaping shall be located adjacent to the public Right of Way located on the property's Windsor Street frontage.
6. Landscaping shall be required for the entire setback area between all required perimeter fencing and property lines abutting public ROW(s), except for the area required for accessways to the development.
7. Walls and/or fences located in the front setback of the property or in front of the structures closest to the ROW may not exceed 36 inches in height.
8. Any perimeter fencing on the Windsor Street frontage shall incorporate tree planting between the fencing and the public ROW, in the following manner:
 - a. A minimum of one (1) 15-gallon tree shall be planted at a maximum spacing of twenty (20)-foot intervals within five (5) feet of the required fencing; a bio-barrier shall be installed when tree is planted adjacent to a wall or sidewalk/walkway.
 - b. Variations in the tree planting requirements in setback areas may be permitted in effective use with existing trees and vegetation to provide an adequate landscaped buffer between the housing development and adjoining ROWs.



9. In addition to the minimum landscaping requirements, the bald cypress trees depicted on the approved site plan are required to be installed and maintained by the property owner. Comparable native tree species may be substituted if necessary.
10. **Landscape Maintenance/Terms.** All plants and trees shall be maintained in a healthy and thriving condition. Initially, it shall be the responsibility of the developer to maintain (water and weed) all landscaping until such time as the property is occupied by reason of lease or purchase, at which time the responsibility for such maintenance shall be transferred to the new property owner.
11. A parking rate of 1.5 spaces per bedroom is required for Purpose-Built Shared Housing - Detached. A 10% reduction in parking may be permitted per section 4.403.C.2.b of the Purpose-Built Shared Housing Design Criteria.
12. Class II bicycle racks accommodating at least 16 bicycles with direct access to residential buildings and entries are required and must be shown on the site plan.
12. No boats, campers, travel trailers, recreational vehicles or unregistered and unlicensed motor vehicles shall be parked or stored at any place within the development except in areas designated and approved for such storage as part of the site development plan approval.
14. No part of the front setback of the development may be paved or otherwise covered in impervious material, except for the area required for vehicle access.
15. Parking in the front setback shall be prohibited.
16. An approved photometric plan is required.
17. **Signage for development required.** One freestanding monument sign identifying the name and address of the development is required to be placed in an area visible from Windsor Street for ease of identification by Emergency Responders. Sign area and height shall be limited to a maximum of fifty (50) square feet in area and ten (10) feet in height.
18. This document and the accompanying approved site plan constitute Conditional Use Permit 02-2019.



Please make note of the following excerpt from the *Development Code, Section 12.809 Lapse of Approval*.

- 12.809.A An approved conditional use application will lapse and have no further effect 18 months after it is approved by the City Council, unless:
1. A building permit has been issued (if required);
 2. A certificate of occupancy has been issued; or
 3. The conditional use has been lawfully established.
- 12.809.B The City Council is authorized to extend the expiration period for good cause on up to 2 separate occasions, by up to one year each. Requests for extensions must be submitted to the City Planner and forwarded to the City Council for a final decision.
- 12.809.C A conditional use also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the conditional use approval.

This letter is your authorization to proceed with the required permitting for the project. If we may be of further service to you, please do not hesitate to contact us at 936-294-5782.

Respectfully,

Leigha D. Larkins
Planner



CITY COUNCIL AGENDA

1/7/19
Agenda Item: 2b

Item/Subject: Consider the Conditional Use Permit Application for a “Purpose-Built Shared Housing, Attached” project to be developed on property located in the 3600 Block of Boettcher Drive.

Initiating Department/Presenter: Development Services

Presenter: Planning Division Staff

Recommended Motion: Move to approve Conditional Use Permit Application #03-2019, allowing a “Purpose-Built Shared Housing, Attached” project to be developed on property located in the 3600 Block of Boettcher Drive as recommended by the Planning Commission.

Strategic Initiative: Goal #3 - Economic Development - Promote and enhance a strong and diverse economy.

Discussion: The applicant, Charles Vincent LLC, is proposing to develop a “Purpose-Built Shared Housing, Attached” development on a tract of land, approximately 4.52 acres in size, located in the 3600 Block of Boettcher Drive on the west side of the street. The proposed development will include 14 new units, with a total of 48 bedrooms. 53 parking spaces are required for this development. 54 parking spaces will be constructed to serve Phase II.

The property on which the proposed development is located is currently in the process of a replat. Once the replat is complete, the property will be 5.224 acres in size. The developer intends to develop multifamily housing in three phases on the property. The first phase was completed before the regulations for Purpose-Built Shared Housing were adopted by City Council. This Conditional Use Permit would allow for construction of the second phase. Permitting for the third phase is intended to begin after the property is replatted.

A Conditional Use Permit is required for the proposed development per Subcategory Residential Use, Specific use Purpose-Built Shared Housing of Table 4-1: Use Table in Article 4: Use Regulations of the current City of Huntsville Development Code. The subject property is located in the Management (M) District. Purpose-Built Shared Housing, Attached Developments are one of the uses which require a CUP if developed anywhere in the City.

“Purpose-Built Shared Housing, Attached” is defined in Article 15 of the Development Code as:

“Two or more attached dwelling units on an individual lot, rented by the bedroom through individual leases, for which an approved building permit was issued after 04/16/2019, which is occupied or intended to be occupied by more than two (2) unrelated persons.”

The subject property includes approximately 300 linear feet of frontage along Boettcher Drive. The properties adjacent to the north of the proposed development are single-family residences in the Neighborhood Conservation District. The properties to the south, west, and east of the subject property are designated “Management.”

The purpose of a Conditional Use Permit is to allow the establishment of uses which may be suitable only in certain locations in a development district or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are those uses which are generally compatible with the permitted land uses in a given zoning district, but which require individual review of their proposed location, design and configuration, and the imposition of conditions in order to ensure the appropriateness of the use at a particular location within a given Development District. Conditions that may be imposed on a project must be related to the development and any potential impacts it may have on the surrounding area. Examples of such conditions may be the construction of a fence along a property line, buffering of a parking lot from adjoining properties, limitations on the number of driveways, or other similar requirements to mitigate potential negative impacts on surrounding properties.

Upon staff review of the CUP application, staff prepared development conditions for the proposed Purpose-Built Shared Housing Development. The Applicant has agreed to develop the property in accordance with these conditions, should the Conditional Use Permit be approved by City Council.

A Public Hearing and consideration of this case was on the agenda for the December 5, 2019 Planning Commission Meeting. The project engineer, Jeff Robertson, spoke in support of the CUP Application. There were no speakers in opposition of the application. After closing the hearing, the Commission voted unanimously to recommend approval of the CUP with the staff recommended conditions for the proposed development. The conditions recommended are included in the attached draft letter of conditional approval. The relevant excerpt from the drafted meeting minutes are attached.

After a public hearing, the Council may approve the request as submitted, approve the request with conditions as recommended by the Planning Commission, deny the request, or remand the request to the Planning Commission for further review.

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

Financial Implications:

There is no financial impact associated with this item.

Approvals: City Attorney Director of Finance City Manager

Associated Information:

- Planning Commission Discussion Form & Packet
- Excerpt from December 5, 2019 Planning Commission Meeting Minutes
- Site Plan
- Vicinity Map
- Draft of the Letter of Conditional Approval



Conditional Use Permit Application

City of Huntsville | 448 State Highway 75 North | Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name Charles Vincent, LLC

3614 Boettcher Dr. Unit 101

Mailing Address

Huntsville

City

TX

State

77340

Zip Code

Phone Number (281)797-1800

Alternate Phone Number _____

E-mail: ccaporina@gmail.com

I hereby submit this request for the below Conditional Use Permit.

Signature

11/2/19

Date

Property Owner Information [If more than one property owner, check & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for conditional use permit; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name Same as applicant

Mailing Address

City

State

Zip Code

Phone Number _____

Alternate Phone Number _____

Signature

11/18/19

Date

Proposed Location for Conditional Use Permit

Address or general location for the Conditional Use Permit. (Staff will assist with providing maps.)

3614 Boettcher Dr., Huntsville, TX 77340

Development District/Proposed Use

District Classification Downtown Management Neighborhood Conservation Planned Development

Proposed Use Attached Purpose-Built Shared Housing

Additional Information

Please provide any additional information pertinent to the City's decision for this Conditional Use Permit. You may attach additional sheets as necessary.

The proposed development of this site is intended to be a residential development under the rules established by the City's

Shared Public Housing regulations. Phase 1 of the property was built under the old development regulations that required

1 parking space per bedroom, any extra parking will count toward phase 2 parking rate of 1.1 spaces per bedroom.

Fees

\$300.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only

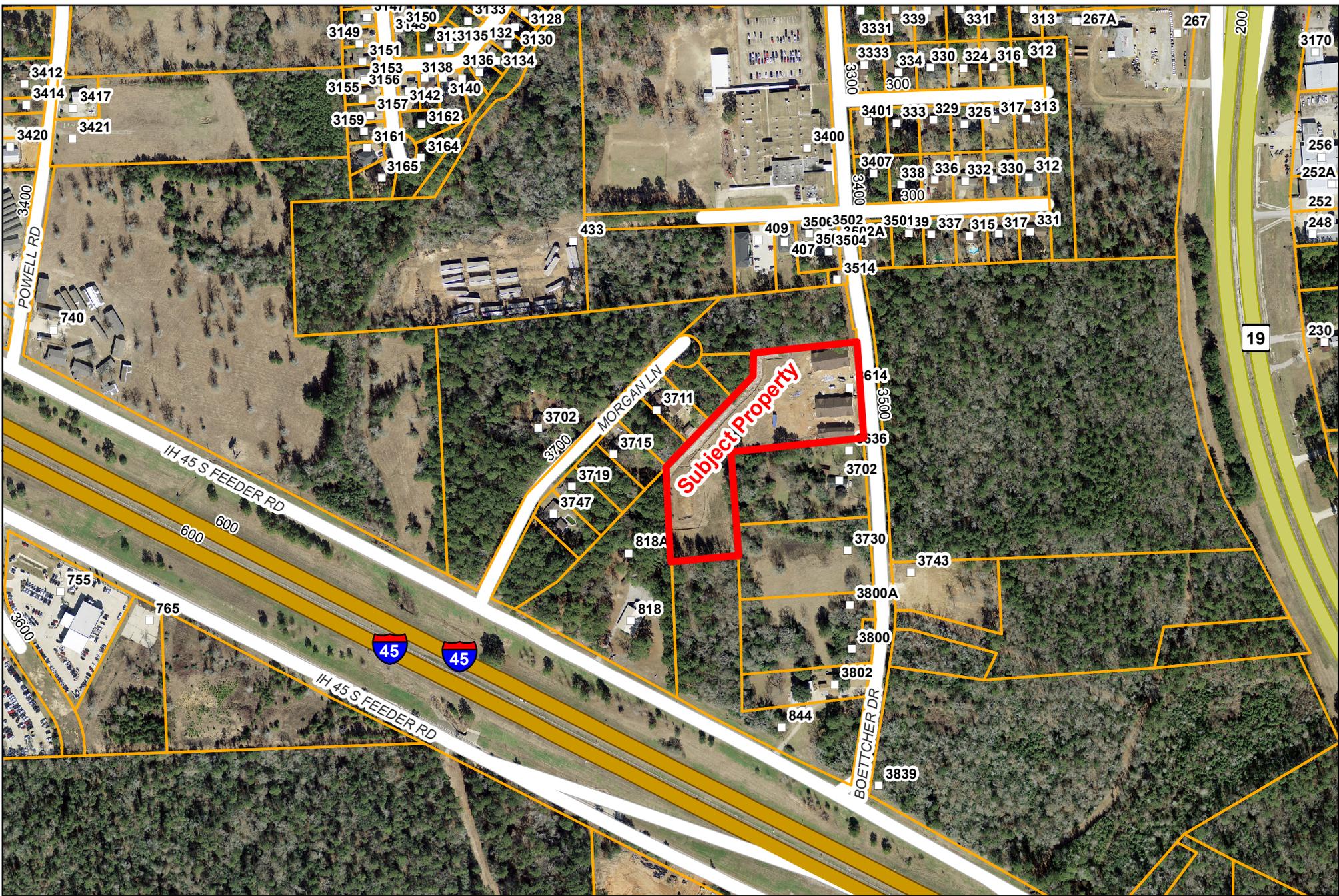
Received By and Date:

Fee Paid:

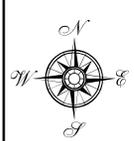
Planning Commission Date:

City Council Date:

Outcome:

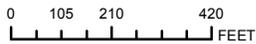


The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsvilletx.gov/438/City-Maps



1 in = 400 ft

On 8.5 x 11 inch Print



On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

CUP 03-2019 Huntsville Village Apartments Phase 2
Vicinity Map - December 5, 2019 Planning Commission Meeting

CREATED DATE: 11/21/2019
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.HuntsvilleGIS.com

Service Layer Credits:

LEGEND

- ⊙ Electrical Manhole
- Fire Hydrant
- ⊙ Gas Manhole
- ⊙ Gas Meter
- ⊙ Guy Anchor
- ⊙ Iron Pipe Found
- ⊙ Iron Rod Found
- ⊙ Iron Rod Set
- ⊙ Light Pole
- ⊙ Power Pole
- ⊙ Sewer Clean-Out
- ⊙ Sewer Manhole
- ⊙ Sprinkler Head
- ⊙ Storm Drain Manhole
- ⊙ Street Sign
- + TBM
- Telephone Manhole
- Telephone Pedestal
- Traverse Point
- Water Meter
- Water Valve
- Blackjack Tree
- ⊙ Cedar Tree
- ⊙ Elm Tree
- ⊙ Mesquite
- ⊙ Pine Tree
- ⊙ Post Oak
- ⊙ Water Oak Tree
- Station
- Top of Curb Elevation
- SD1.01 Proposed Drainage Structure No.
- WAL.01 Indicates Proposed Water Structure Identifier
- WS1.01 Indicates Proposed Water Service Line Number
- SE1.01 Indicates Proposed Sewer Structure Identifier
- SS1.01 Indicates Proposed Sewer Service Line Number
- * Ambulatory Ramp
- ▲ Prop. Handicapped Parking Sign
- ▬ Straw Bale Barrier
- ⌒ Inlet Protection
- Prop. Drainage Structure w/Culvert Inlet Protection
- Prop. Inlet / Storm Drain
- Drainage Flow
- Drainage Ditch
- Indicated Drainage Flow w/Straw Bale Barrier
- Prop. Hose Bib
- Pipeline
- Gas Line
- Telephone Cable
- FO— Fiber Optics Cable
- OE— OE— Overhead Electrical Line
- UE— Underground Electric Line
- UU— Underground Utilities
- BS— Ex. Sewer Line w/ size
- BS— Prop. Sewer Line w/ size
- BW— Ex. Water Line w/ size
- BW— Prop. Waterline & Fire Hydrant
- SF— SF— SF— Prop. Silt Fence
- 224 — Ex. Ground Contour Line
- (224) — Prop. Finish Grade Contour
- X— X— Wire Fence
- Chain Link Fence
- Pipe Fence w/ Cable
- Subdivision Boundary
- Prop. R.O.W. Line
- Easement Lines

ABBREVIATIONS

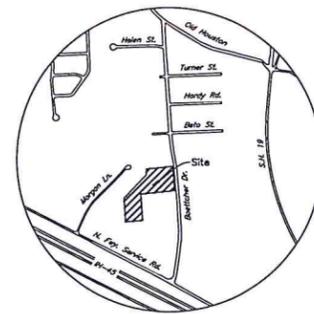
BC	BUILDING CORNER	±	PLUS OR MINUS
BM	BENCHMARK	PC	POINT OF CURVATURE
CFS	CUBIC FEET PER SECOND	PRC	POINT OF REVERSE CURVATURE
CL	CENTERLINE	PCC	POINT OF COMPOUND CURVATURE
CMP	CORRUGATED METAL PIPE	PL	PROPERTY LINE
CONC.	CONCRETE	PRO.	PROPOSED
COP	CENTERED ON PROPERTY LINE	PT	POINT OF TANGENCY
Δ	DELTA	P.E.	PUBLIC DRAINAGE EASEMENT
∅	DIAMETER	P.U.E.	PUBLIC UTILITY EASEMENT
DIA	DIAMETER	PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE	R	RADIUS
ELEV.	ELEVATION	R.O.W.	RIGHT OF WAY
E.O.P.	EDGE OF PAVEMENT	SD	STORM DRAIN
EX	EXISTING	SF	SQUARE FEET
F.F	FINISHED FLOOR	SS	SEWER SERVICE
FH	FIRE HYDRANT	SY	SQUARE YARD
FL	LOW LINE	STA.	STATION
FT	FOOT (FEET)	STD.	STANDARD
GALV.	GALVANIZED	SW	SIDEWALK
H.P.	HIGH POINT	TBC	TOP OF BOX CORNER
HGL	HYDRAULIC GRADE LINE	TBM	TEMPORARY BENCHMARK
IN.	INCH	TC	TOP OF CURB
LF	LINEAR FEET	TG	TOP OF GRATE
LP	LOW POINT	TI	TOP OF INLET
MH	MANHOLE	TMH	TOP OF MANHOLE
MIN.	MINIMUM	TP	TOP OF PAVEMENT
MISC.	MISCELLANEOUS	TS	TOP OF SIDEWALK
NG	NATURAL GROUND	TEL	TELEPHONE
N.T.S.	NOT TO SCALE	VPC	VERTICAL POINT OF CURVATURE
OC	ON CENTER	VPI	VERTICAL POINT OF INTERSECTION
OCEW	ON CENTER EACH WAY	VPT	VERTICAL POINT OF TANGENCY
O.D.	OUTSIDE DIAMETER	WS	WATER SERVICE

PROPOSED STREET AND UTILITY IMPROVEMENTS

HUNTSVILLE VILLAGE APARTMENTS - PHASE II

HUNTSVILLE, WALKER COUNTY, TEXAS

NOVEMBER, 2019



VICINITY MAP

Developer:
Hunstville Village Apartments
 3614 Boettcher Dr.
 Huntsville, TX 77340
 (281)797-1800

Prepared By:
McClure & Browne
Engineering/Surveying, Inc.
 1008 Woodcreek Drive, Suite 103
 College Station, Texas 77845
 (979) 693-3838



ISSUED FOR BIDDING AND CONSTRUCTION

REVISIONS

DATE: 11/25/19 DRAWN BY: TOM
 DESIGNED BY: TOM
 CHECKED BY: TOM

McClure & Browne
 ENGINEERING/SURVEYING, INC.
 Engineer Reg. No. 1437 Survey Reg. No. 1010360
 1008 Woodcreek Dr., Suite 103
 College Station, TX 77845 (979) 693-3838



**Cover Sheet, Vicinity Map,
 Legend & Sheet Index**
 Huntsville Village Apartments - Phase 2
 3614 Boettcher Dr. - Huntsville, TX 77340
 MBSI, INC. 10000410

SHEET NO.
00.0



ISSUED FOR BIDDING AND CONSTRUCTION
 DATE: 11/25/18 DRAWN BY: JIM
 DESIGNED BY: JIM
 CHECKED BY: JIM

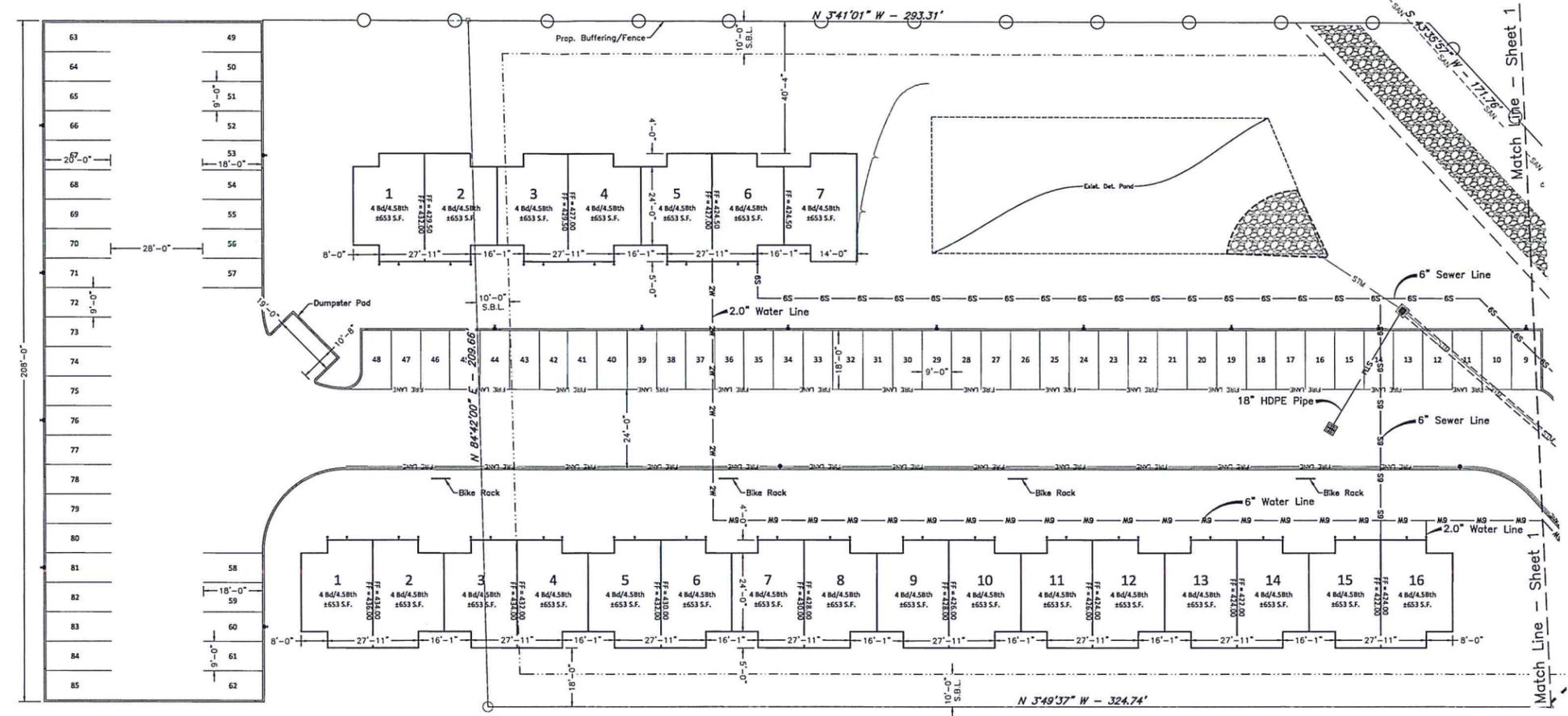
REVISIONS

AGCLURE & BROWNE
 ENGINEERING SURVEYING, INC.
 Engineer Reg. No. 7469 - Survey Reg. No. 10100560
 1008 Woodcreek Dr., Suite 103
 College Station, TX 77845 (877) 695-3838



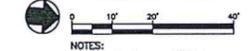
SITE PLAN
 Huntsville Village Apartments - Phase 2
 3814 Boudier Dr., Huntsville, TX 77340
 M&B ES. NO. 10000410

SHEET NO.
2



SITE PLAN

SCALE: Hor: 1" = 20'



NOTES:
 1. Property Area = 5.16 Ac.
 (0.64 Acres developed during Phase 1)

LEGEND

- G — Ex. Gas Line
- OE — Ex. Overhead Electrical Line
- UE — Prop. Underground Electric Line
- BS — Ex. Sewer Line w/ size
- BS — Prop. Sewer Line w/ size
- BW — Ex. Water Line w/ size
- BW — Prop. Waterline & Fire Hydrant
- — — Ex. Ground Contour Line
- (150) — Prop. Finish Grade Contour
- - - - Subdivision Boundary
- - - - Prop. R.O.W. Line
- · · · · · Boundary Setback Line



ISSUED FOR BIDDING AND CONSTRUCTION

DATE: 11/25/18 DRAWN BY: JDM
 DESIGNED BY: JDM
 CHECKED BY: JDR

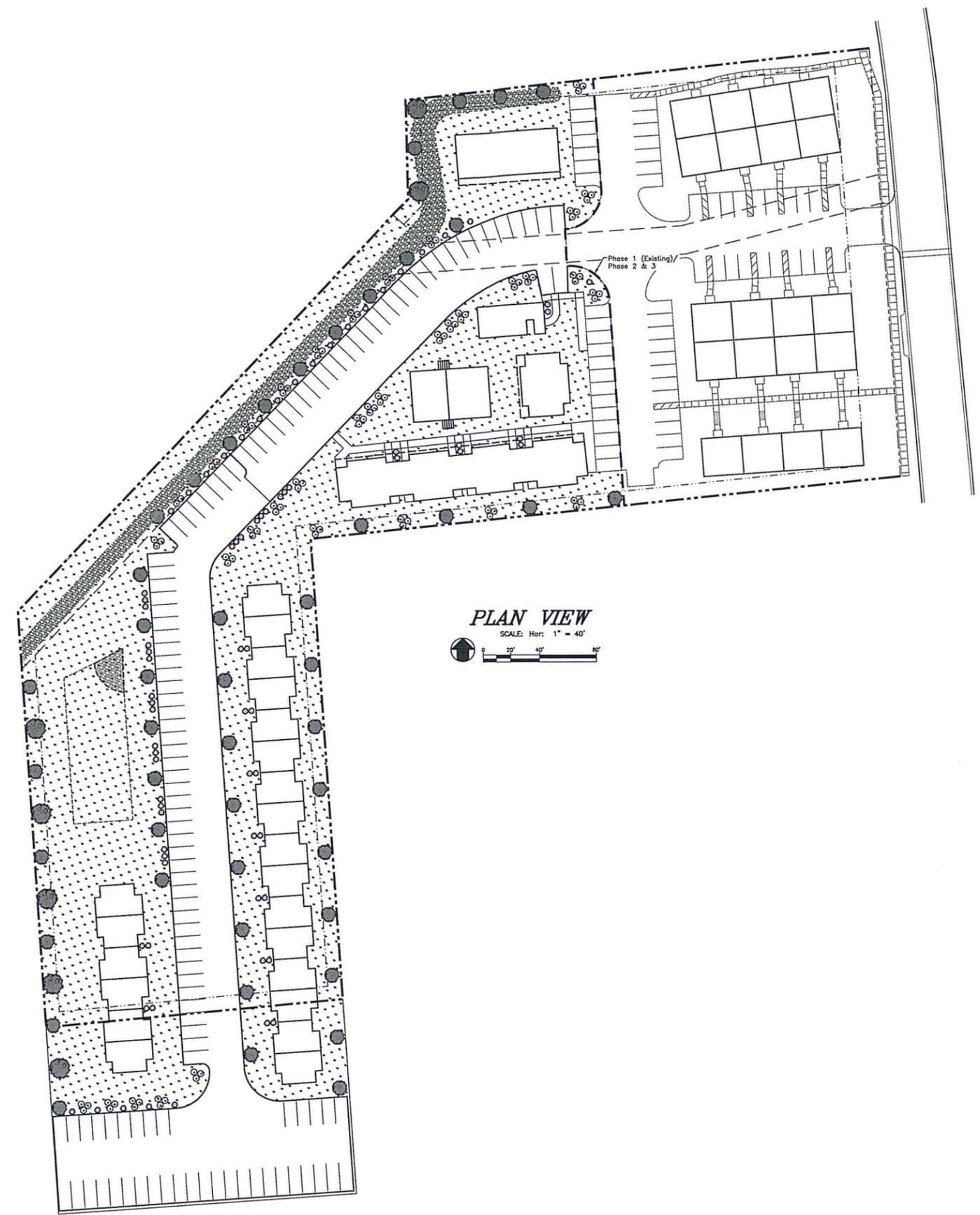
REVISIONS

NO.	DATE	DESCRIPTION

MCGUIRE & BROWNE
 ENGINEERING/SURVEYING, INC.
 Engineer Reg. No. 7443 - Survey Reg. No. 1070366
 1008 Woodcreek Dr., Suite 103
 College Station, TX 77845 - (979) 693-3839



LANDSCAPING PLAN
 Huntsville Village Apartments - Phase 2
 3614 Bonfield Dr. - Huntsville, TX 77340
 XREFS NO. - 100-00-0410



PLAN VIEW
 SCALE: Hor: 1" = 40'

- LEGEND**
- G — Ex. Gas Line
 - OE — Ex. Overhead Electrical Line
 - UE — Prop. Underground Electric Line
 - BS — Ex. Sewer Line w/ size
 - BS — Prop. Sewer Line w/ size
 - SW — Ex. Water Line w/ size
 - SW — Prop. Waterline & Fire Hydrant
 - GCL — Ex. Ground Contour Line
 - GCL — Prop. Finish Grade Contour
 - SBL — Subdivision Boundary
 - R.O.W. — Prop. R.O.W. Line
 - BSL — Boundary Setback Line

- LANDSCAPE NOTES**
1. AN IRRIGATION SYSTEM TO SERVICE ALL NEW PLANTING MUST BE APPROVED BY CITY AND INSTALLED BY A CERTIFIED INSTALLER PRIOR TO ISSUE OF CERTIFICATE OF OCCUPANCY.
 2. ALL IRRIGATION SYSTEMS MUST BE PROTECTED BY EITHER A PRESSURE VACUUM BREAKER/BACKFLOW DEVICE. ALL BACKFLOW DEVICES MUST BE INSTALLED AND TESTED UPON INSTALLATION. A REDUCED PRESSURE PRINCIPLE BACK FLOW DEVICE OR A DGR-CHECK BACK FLOW DEVICE. ALL BACKFLOW DEVICES MUST BE INSTALLED AND TESTED UPON INSTALLATION AS PER CITY ORDINANCE #2384.
 3. THE LOCATION, QUANTITIES, SIZE, AND SPECIES OF PLANTS AND TREES IDENTIFIED IN THE APPROVED LANDSCAPE PLAN MUST BE IN PLACE AS DEPICTED IN THE APPROVED LANDSCAPE PLAN PRIOR TO FINAL CERTIFICATE OF OCCUPANCY.
 4. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED IN THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERIES.
 5. ALL PLANTING TREES, SHRUBS, GROUNDCOVER AND/OR GRASS TO BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE.
 6. 100% COVERAGE OF GROUNDCOVER, DECORATIVE PAVING, DECORATIVE ROCK OR A PERSONAL GRASS IS REQUIRED IN PARKING LOT DRIVEWAYS, SWALES AND DRAINAGE AREAS, THE PARKING LOT SETBACK, RIGHTS-OF-WAY AND ADJACENT PROPERTY DISTURBED DURING CONSTRUCTION.

LANDSCAPE REQUIREMENTS

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	TOTAL
7	Bald Cypress	Taxodium distichum	3"	21"
47	Bald Cypress	Taxodium distichum	2"	94"
35	Crape Myrtle	Lagerströmia	1.25"	43.75"
78	Indian Hawthorn	Rhephilepia Indica	5 gal.	

7.201A AT LEAST 10% PERCENT OF THE TOTAL LOT AREA MUST BE DEVOTED TO LANDSCAPE DEVELOPMENT:
 LOT AREA (Phase 2+Phase 3): 4.52 ACRES (196,891 SF)
 196,891 SF x .1 = 19,689 SF
 AMOUNT DEVOTED TO LANDSCAPE DEVELOPMENT: 78,535 SF

7.201B & 7.403B AT LEAST 18 DIAMETER INCHES OF CANOPY TREES MUST BE PROVIDED PER ACRE OF TOTAL LOT AREA.
 TOTAL LOT AREA (Phase 2+Phase 3): 196,891 SF
 MINIMUM TREES REQUIRED: 4.52 ac. * 18/ac = 81 inches
 TOTAL CALIPERS PROVIDED: 115 inches

7.201C NON-CANOPY TREES AND SHRUBS MUST BE PROVIDED IN AT LEAST 10% OF THE REQUIRED LANDSCAPE DEVELOPMENT: 19,689 SF * 0.1 = 1,969 SF REQUIRED FOR NON-CANOPY TREES AND SHRUBS. 2,160 SF PROVIDED

7.301 ADJACENT TO BUILDING

7.301A MINIMUM AMOUNT OF LANDSCAPE DEVELOPMENT PROVIDED
 ADJACENT TO BUILDING (23,120 SF / 196,891 SF) x 10,000 = 2,312 SF
 4,065 SF CURRENTLY PROVIDED

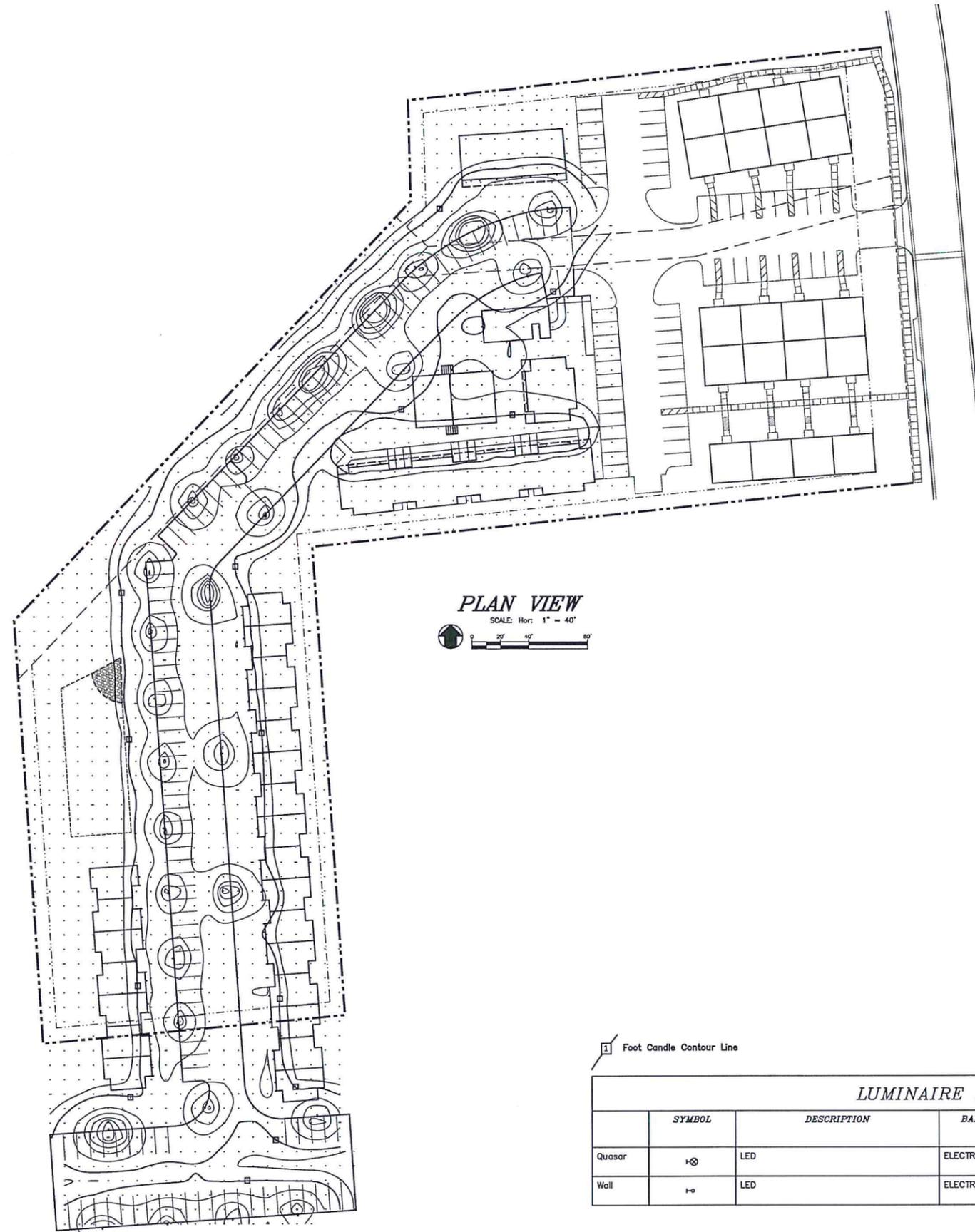
7.301B SEE DIVISION

7.302 PARKING LOTS - MINIMUM REQUIRED AMOUNT OF LANDSCAPE DEVELOPMENT THAT MUST BE PROVIDED WITHIN (INTERIOR) AND AROUND (PERIMETER) OFF-STREET PARKING LOT: (23,068 SF / 196,891 SF) x 39,376 = 4,614 SF
 4,710 SF PROVIDED

NOTE: LOCATION OF EXISTING BURIED UTILITIES, WHERE SHOWN, IS APPROXIMATE ONLY. THERE MAY BE OTHER UTILITIES WHICH ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL BURIED UTILITIES.

THESE PLANS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.

SHEET NO.
 3



PLAN VIEW

SCALE: Hor: 1" = 40'



1 Foot Candle Contour Line

LUMINAIRE SCHEDULE

	SYMBOL	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	QUANTITY
Quasar	⊗	LED	ELECTRONIC	POLE	ASmart LIGHT CO., LTD.	120V 1P 2W	22
Wall	⊖	LED	ELECTRONIC	CEILING	MESTER LED LTD, MWPO865W27V50KD	120V 1P 2W	73



ISSUED FOR BIDDING AND CONSTRUCTION

DATE: 11/25/18 DRAWN BY: JLM
DESIGNED BY: JLM
CHECKED BY: JLM

REVISIONS

NO.	DESCRIPTION



McCLURE & BROWNE
ENGINEERING & SURVEYING, INC.
Engineer Reg. No. 7438; Survey Reg. No. 10103506
1008 Woodcreek Dr., Suite 103
College Station, Tx. 77845 - (979) 692-3833



LIGHTING PLAN

Huntsville Village Apartments - Phase 2
3614 Boettcher Dr., Huntsville, TX 77340
MBESI No. 1000-0410

SHEET NO.

4



PLANNING COMMISSION AGENDA ITEM DISCUSSION FORM

Prepared by: Leigha Larkins, Planner
Janet Ridley, City Planner

MEETING DATE: December 5, 2019

SUBJECT: Proposed Development of Purpose-Built Shared Housing, Attached

TYPE OF REVIEW: Conditional Use Permit

Applicant: Charles Vincent LLC – Charles Caporina

LOCATION: 3614 Boettcher Drive

FACTS, CODE REQUIREMENTS AND CONDITIONS

The applicant, Charles Vincent LLC, is proposing to develop a “Purpose-Built Shared Housing, Attached” development on a tract of land, approximately 4.52 acres in size, located in the 3600 Block of Boettcher Drive on the west side of the street. The proposed development will include 14 new units, with a total of 48 bedrooms. 53 parking spaces are required for this development. 54 parking spaces will be constructed to serve Phase II.

The property on which the proposed development is located is currently in the process of a replat. Once the replat is complete, the property will be 5.224 acres in size. The developer intends to develop multifamily housing in three phases on the property. The first phase was completed before the regulations for Purpose-Built Shared Housing were adopted by City Council. This Conditional Use Permit would allow for construction of the second phase. Permitting for the third phase is intended to begin after the property is replatted.

A Conditional Use Permit is required for the proposed development per **Subcategory Residential Use, Specific use Purpose-Built Shared Housing of Table 4-1: Use Table in Article 4: Use Regulations** of the current City of Huntsville Development Code. The subject property is located in the Management (M) District. Purpose-Built Shared Housing, Attached Developments are one of the uses which require a CUP if developed anywhere in the City.

“Purpose-Built Shared Housing, Attached” is defined in Article 15 of the *Development Code* as:

“Two or more attached dwelling units on an individual lot, rented by the bedroom through individual leases, for which an approved building permit was issued after 04/16/2019, which is occupied or intended to be occupied by more than two (2) unrelated persons.”

The subject property includes approximately 300 linear feet of frontage along Boettcher Drive. The properties adjacent to the north of the proposed development are single-family residences in the Neighborhood Conservation District. The properties to the south, west, and east of the subject property are designated “Management.”

The Comprehensive Plan states that the City should create and implement effective controls for managing incompatible land uses based upon their character, intensities and impacts on adjacent nearby uses. Five properties in the vicinity of the subject property are located in the Neighborhood Conservation District. The attached Letter of Conditional Approval provides draft conditions that would serve to mitigate possible nuisance effects of the development on surrounding properties. These conditions are intended to address lighting, maintenance, and parking concerns, etc.

Adequate existing street access and water and sanitary sewer service is available for the proposed development. A preliminary site development plan has been submitted in the developer’s presentation package indicating that mitigation of increased post-development storm water run-off will be addressed. The City Engineer will review and approve the drainage plan prior to construction.

The requirements for the review and approval of a Conditional Use Permit are defined in **Article 10: Development Review and Approval Procedures, Section 12.800 Conditional Uses, Development Code, effective date of August 31, 2015**. Simply stated the procedure for a Conditional Use Permit is as follows:

- Planning staff review application and prepare report and staff recommendation for the Planning Commission prior to the public hearing on the conditional use permit application.
- Planning Commission must hold a public hearing on the proposed conditional use. Commission must then act, by simple majority vote, to recommend approval, approval with conditions, or denial of the request and convey its recommendation to City Council.
- Final action on the conditional use permit is by City Council after receiving the Planning Commission recommendation on the matter. City Council must hold a public hearing and then act to approve, approve the proposed amendment with conditions, or deny the proposed conditional use. City Council may also remand the proposed conditional use application to the Planning Commission for further consideration. The conditional use permit application may be approved by simple majority.

There are additional provisions for lapses in, transferability of, and amendments to approved Conditional Use Permits in the code. Please refer to Section 12.800 of the Development Code for additional details.

In reviewing an application for a CUP, Section 12.808 of the Development Code states the following:

No conditional use may be recommended for approval or approved unless the respective review or decision-making body determines that evidence has been submitted to support each of the following conclusions:

- That the proposed use is consistent with the Comprehensive Plan;*
- That adequate utilities, roads, drainage and other necessary infrastructure facilities and public services are or will be available to serve proposed use; and*
- That the proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.*

STAFF RECOMMENDATION

The Comprehensive Plan recommends the development of a variety of housing types within the City. The proposed use of a Purpose-Built Shared Housing Development is a compatible use for the area and there is adequate infrastructure to serve the development. Staff does not believe that the proposed use will be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity greater than any other use allowed by right in the Management Development District. The additional conditions of approval included in the draft Letter of Conditional Approval would provide sufficient buffering if required for approval of the Conditional Use Permit. Due to this and the fact that the proposed use meets all four criteria as outlined in Section 12.808 the Development Code, staff recommends approval of the Conditional Use Permit.

ATTACHMENTS

Application

Vicinity map by staff

Site Plan (Supplied by Applicant)

DRAFT Letter of Conditional Approval

Excerpt from Draft Minutes of the December 5, 2019 Planning Commission Meeting

4. **PUBLIC HEARING** to take testimony concerning the application for a Conditional Use Permit for a Purpose-Built Shared Housing Development to be located at 3614 Boettcher Drive.

Chairman Woods opened the Public Hearing.

Staff Planner, Leigha Larkins, gave the staff report for the project per the discussion form, noting that this Conditional Use Permit application for a Purpose-Built Shared Housing project is for Phases II and III of an existing multi-family development. Phase I of the development was permitted and constructed prior to the adoption of the Purpose-Built Shared Housing regulations.

Charles Caporina, Developer, was present to answer any questions from the Commission.

Speakers in Support of the Conditional Use Application.

There were none.

Speakers in Opposition of the Conditional Use Application.

There were none.

Staff noted that no phone calls had been received from citizens expressing support or opposition.

Chairman Woods closed the Public Hearing.

5. **CONSIDER** the application for a Conditional Use Permit for a Purpose-Built Shared Housing development to be located at 3614 Boettcher Drive.

Commissioner Thompson moved to recommend approval of the Conditional Use Permit. Second was by Commissioner Whitehead. The vote was unanimous.



CITY OF
Huntsville
Incorporated in 1845 under the Republic of Texas

November 25, 2019

Charles Vincent LLC
Attn: Charles Caporina
3614 Boettcher Dr. #101
Huntsville, Texas 77340

Re: CUP Application for 3614 Boettcher Dr.

Dear Mr. Caporina,

The City of Huntsville City Council approved your Conditional Use Permit on XXXX 00th, 2019, subject to the following conditions:

1. Expansion of the multifamily development, including the interior addition of dwelling units within the boundary approved by this permit, shall be prohibited.
2. All public/private utility, electric, gas, cable television and telephone lines shall be installed underground.
3. At least 20% percent of the total lot area must be devoted to landscape development.
4. Walls and/or fences located in the front setback of the property or in front of the structures closest to the ROW may not exceed 36 inches in height.
5. Any perimeter fencing on the Boettcher Drive frontage shall incorporate tree planting between the fencing and the public ROW, in the following manner:
 - a. A minimum of one (1) 15-gallon tree shall be planted at a maximum spacing of twenty (20)-foot intervals within five (5) feet of the required fencing; a bio-barrier shall be installed when tree is planted adjacent to a wall or sidewalk/walkway.
 - b. Variations in the tree planting requirements in setback areas may be permitted in effective use with existing trees and vegetation to provide an adequate landscaped buffer between the housing development and adjoining ROWs.
6. **Landscape Maintenance/Terms.** All plants and trees shall be maintained in a healthy and thriving condition. Initially, it shall be the responsibility of the developer to maintain (water and weed) all landscaping until such time as the property is occupied by reason of lease or purchase, at which time the responsibility for such maintenance shall be transferred to the new property owner.



7. A parking rate of 1.1 spaces per bedroom is required for Purpose-Built Shared Housing - Attached.
8. Class II bicycle racks accommodating at least 1 bicycle/5br with direct access to residential buildings and entries are required and must be shown on the site plan.
9. No boats, campers, travel trailers, recreational vehicles or unregistered and unlicensed motor vehicles shall be parked or stored at any place within the development except in areas designated and approved for such storage as part of the site development plan approval.
10. No part of the front setback of the development may be paved or otherwise covered in impervious material, except for the area required for vehicle and pedestrian access.
11. Parking in the front setback shall be prohibited.
12. An approved photometric plan is required.
13. **Signage for development required.** One freestanding monument sign identifying the name and address of the development is required to be placed in an area visible from Boettcher Drive for ease of identification by Emergency Responders. Sign area and height shall be limited to a maximum of fifty (50) square feet in area and ten (10) feet in height.
14. This document and the accompanying approved site plan constitute Conditional Use Permit 03-2019.

Please make note of the following excerpt from the *Development Code, Section 12.809 Lapse of Approval*.

- 12.809.A An approved conditional use application will lapse and have no further effect 18 months after it is approved by the City Council, unless:
1. A building permit has been issued (if required);
 2. A certificate of occupancy has been issued; or
 3. The conditional use has been lawfully established.
- 12.809.B The City Council is authorized to extend the expiration period for good cause on up to 2 separate occasions, by up to one year each. Requests for extensions must be submitted to the City Planner and forwarded to the City Council for a final decision.



- 12.809.C A conditional use also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the conditional use approval.

This letter is your authorization to proceed with the required permitting for the project. If we may be of further service to you, please do not hesitate to contact us at 936-294-5782.

Respectfully,

Leigha D. Larkins
Planner

DRAFT

Monday, 12/30/19
9:30 am

City of Huntsville
City Council Meeting



**CITIZEN
PARTICIPATION
REQUEST**

(per Council Rules of Procedure)

Rec'd
12/30/19
9:43am
20

NAME (required):

Ethel J. Hawkins

ADDRESS (required):

1039 8th Street #2
Huntsville TX 77320

PHONE#:

(832) 883-5980

EMAIL:

ethelhawkins77@gmail.com

I wish to place the following item on the agenda:

The Honorable Mayor
Andy Brauning
Mayor's Roundtable
Take a Stand Against
Homelessness - Double
Against Homelessness !!

A citizen may provide an item for the agenda of a regular meeting (first and third Tuesdays of each month) by submitting a Citizen Participation Request in writing (in person, by mail, by email CitySecretary@HuntsvilleTX.gov) or online at HuntsvilleTX.gov to the City Secretary by noon on the Tuesday prior to a regular City Council meeting.

Any items handled through this process will be placed in the Citizen Participation portion of the agenda. The individual who submitted the item will be permitted five minutes to speak when called upon by the presiding officer.

may I see the final copy ~~before~~ when it is typed on (over)

The Agenda, Please!
Sometimes the item
turned in, does not
have to total words
to be put on the
CITY COUNCIL
Citizen Participation Request
Andy Brauning, Mayor

Daiquiri Beebe, Ward 1

Russell Humphrey, Ward 2

Blake Irving, Ward 3

Joe P. Rodriguez, Ward 4

Paul Davidhizar, At-Large 1

Dee Howard Mullins, At-Large 2

Clyde D. Loll, At-Large 3

Mari Montgomery, At-Large 4

God bless you Thank
you and Happy New
CHARTER OFFICERS
Year - 2020 !!!
Aron Kulhavy, City Manager

Leonard Schneider, City Attorney

Brenda Poe, City Secretary

John Gaines, City Judge