AGENDA

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT
   5A. Remarks from visitors. *(Three-minute time limit)*

6. PRESENTATIONS:
   6A. Recognition of Cayleigh Hunt by the Hutto Police Department, Hutto Fire Rescue, the Hutto ISD Police Department and Williamson County EMS for her heroic act which saved the life of a three year old.

7. WORK SESSION:
   A work session is conducted for information or educational purposes. No action is taken by the Council on items listed. It is the policy of the City Council that public comment will not be allowed for work session items.
   
   7A. Work session on municipal bonds.
8. CONSENT AGENDA ITEMS:

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.


8B. Consideration and possible action on the second and final reading of an ordinance amending the Unified Development Code (UDC) Chapter 3, Section 10.312.7: Noise.

8C. Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the Emory Farms Section 7 subdivision.

REGULAR AGENDA ITEMS

9. ORDINANCES:

9A. Consideration of a public hearing and possible action on the first reading of an ordinance amending the Unified Development Code (UDC) Chapter 4, Section 10.407: Landscaping.

9B. Consideration and possible action on the first reading of an ordinance concerning the first amendment to the Fiscal Year 2016 Budget of the Hutto Economic Development Corporation.

9C. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2015-16 Budget to reflect adjustments such as internal fund transfers, salary adjustments, and other miscellaneous items (Budget Amendment #3).

9D. Consideration and possible action on the first reading of an ordinance concerning the establishment of a Charter Review Commission for the consideration of amendments to the City Charter.

10. RESOLUTIONS:

10A. Consideration and possible action on a resolution concerning a contract with STR Constructors, Ltd. for the 2009 bond project for construction improvements at Fritz Park.

10B. Consideration and possible action on a resolution concerning a Grounds Maintenance and Right of Way mowing contract with Cat’s Landscape Services.
10C. Consideration and possible action on a resolution concerning a contract with Chasco Contractors for the repair and restoration of roadway located near 2400 Innovation Blvd.

10D. Consideration and possible action on a resolution establishing a General Obligation Bond Election Committee, for the City of Hutto, Texas to review potential municipal projects that include but are not limited to street and drainage improvements, park improvements and municipal facilities and to make recommendations to the City Council regarding a proposed bond election to be held on May 6, 2017.

11. **WORK SESSION:**

A work session is conducted for information or educational purposes. No action is taken by the Council on items listed. It is the policy of the City Council that public comment will not be allowed for work session items.

11A. Work session on a proposal from the YMCA of Greater Williamson County to jointly develop recreation fields to serve the Hutto community.

12. **EXECUTIVE SESSION:**

12A. Executive Session as authorized by §551.074, Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, or duties of public officer or employees: City Manager.

13. **ADJOURNMENT**

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

**CERTIFICATION**

I certify that this notice of the July 7, 2016 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, the 1st day of July 2016 at 4:00 PM.

Seth Gipson, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or seth.gipson@hutto.tx.gov for assistance.
AGENDA ITEM NO.: 6A.  AGENDA DATE: July 07, 2016

PRESENTED BY: Earl Morrison, Police Chief

ITEM: Recognition of Cayleigh Hunt by the Hutto Police Department, Hutto Fire Rescue, the Hutto ISD Police Department and Williamson County EMS for her heroic act which saved the life of a three year old.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:
Eight-year-old Hutto resident Cayleigh Hunt is a hero! On Saturday, June 11, Cayleigh was visiting her grandparents’ apartment swimming pool when she noticed a three-year-old girl in trouble. The toddler was struggling below the surface of the water, trying desperately to come up. Cayleigh jumped into action, bringing the little girl to the surface of the water so that she could breathe while floating her to the steps of the pool. Cayleigh not only demonstrated bravery and compassion, she never hesitated to help. Cayleigh is a true Hutto hero, and that is why the Hutto Police Department, Hutto Fire Rescue, the Hutto ISD Police Department and Williamson County EMS are here to honor Miss Cayleigh Hunt.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Not applicable.

SUPPORTING MATERIAL:
There are no supporting documents.
AGENDA ITEM NO.: 7A.  
AGENDA DATE: July 07, 2016

PRESENTED BY: Micah Grau, Interim City Manager

ITEM: Work session on municipal bonds.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND: The City’s bond counsel Carol Polumbo with McCall, Parkhurst, and Horton LLP will provide an overview to the City Council on municipal bonds, market options, and bond elections. Ms. Polumbo will provide an overview of the 2009 bond election and the City’s obligations as well as an overview of conducting bond elections.

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Not applicable.

SUPPORTING MATERIAL: There are no supporting documents.
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A.                AGENDA DATE: July 07, 2016

PRESENTED BY: Helen Ramirez, AICP, Director, Development Services


STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
The Police Department and the Development Services Code Enforcement Division have found it difficult to enforce the City’s current Noise standards found in both the Code of Ordinances and the Unified Development Code (UDC) due to the fact that the exceptions listed under the UDC and the Code of Ordinance are differ and the threshold for determining when noise is considered a nuisance is not measureable. It is standard practice for cities to adopt maximum decibel levels as a way to determine and measure when noise becomes a nuisance.

The proposed amendment to the City of Hutto Code of Ordinances includes the following:

• Establishing a maximum threshold decibel level (dBA) for declaring a nuisance, when noise exceeds 85 dBA during the daytime and 70 dBA during the nighttime. This includes approving a method for measuring noise, by way of a Sound Level Meter, that meet standards prescribed by the American Standards Association.

• Applying these noise requirements within our City Limits, and within 5,000 feet outside the City Limits. The applicability to a portion of the City’s Extraterritorial Jurisdiction (ETJ) is permitted and is proposed due to the City not being able to apply zoning in our (ETJ). Certain uses can cause substantial noise and impact residents residing adjacent to our ETJ.

• Eliminate the distance requirements and limits of hours of operation identified in the Code of Ordinances and replace them with maximum threshold decibel levels. This will allow businesses, particularly in Old Town, to comply with the noise ordinance without being restricted by zoning or specific hours of operation.

• With regard to Construction Noise, the existing Unified Development Code (UDC) permitted work hours and the Code of Ordinance conflict. The proposed amendment to the Code of Ordinance will now be consistent with the UDC and allow construction noise to occur from 7:00
a.m. to 7:00 p.m. Monday through Saturday.

- With regard to Construction Noise, the existing Code of Ordinance allows a “special” permit to be requested in case of urgent necessity in the interest of public safety and convenience. The proposed amendment establishes a Special Exception process that can be applied to construction, as well as other activities/events.

- Lastly, the proposed amendment to the Code of Ordinances expands upon the list of Exemptions to the noise ordinance to include, for example, parades, church bells, playground noise.

**BUDGETARY AND FINANCIAL SUMMARY:**
Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The Planning & Zoning Commission has recommended approval of an ordinance amending Section 10.312.7 Noise of the Unified Development Code (UDC) stating that Noise shall be governed by the City of Hutto Code of Ordinances Chapter 14, Division 2, Article 14.03 Noise.

**CITY ATTORNEY REVIEW:**
The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**
Staff recommends that the Council approve the second and final reading of the ordinance.

**SUPPORTING MATERIAL:**
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 14, ARTICLE 14.03: NOISE, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2014 Edition), Chapter 14, Article 14.03: Noise; and;
WHEREAS, on the 16th day of June, 2016, after proper notification, the City Council held a public hearing on the proposed amendment, and;
WHEREAS, the City Council determines that the amendments provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and;
WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

SECTION I.

1.

That Chapter 14, Article 14.03: Noise, Code of Ordinances of the City of Hutto, Texas, is hereby amended to read as follows:

Sec. 14.03.001 Restrictions on decibel levels

(1) Maximum decibel levels. No person shall cause, allow, or permit the making of a noise, in the City Limits or within 500 feet outside the City Limits, which exceeds 85 dBA during the daytime or 70 dBA during the nighttime as measured pursuant to subsection (2) herein. A violation of this section is hereby declared a nuisance.

Daytime is defined as a continuous time period from 7:00 a.m. to 10:00 p.m.

Decibel level (dB) is defined as the unit of measurement for sound pressure level at a specified location.

dBA is defined as the A-weighted unit of sound pressure level.

Nighttime is defined as a continuous time period from 10:00 p.m. to 7:00 a.m.

(2) Noise measurement. Measurement of noise pursuant to this section shall be in accordance with this section.
(A) Noise measurement. Noise shall be measured with a sound level meter meeting the standards prescribed by the American Standards Association. The measuring instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise being measured. The surrounding environment shall be observed so as to determine if the proximity of background noise to the level of sound being measured renders the proper measurement of the sound impossible. The microphone shall be screened from wind and water and otherwise used in accordance with the manufacturers specifications.

Sound level meter is defined as an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters.

(B) Location of measurement. Measurement of noise shall be taken from the real property line of the person alleging a violation of this section from the point closest to the point of origin of the noise.

Sec. 14.03.002 Nuisance declared

(a) Any unreasonably loud, disturbing, unnecessary noise which exceeds maximum decibel levels pursuant to Section 14.03.001(1) that is measured in accordance with Section 14.03.001(2) thereby causing material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(b) Any noise of such character, intensity and continued duration which exceeds maximum decibel levels pursuant to Section 14.03.001(1) that is measured in accordance with Section 14.03.001(2) thereby substantially interfering with the comfortable enjoyment of private homes of persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.

(2007 Code, sec. 8.03.001)

Sec. 14.03.003 Specific noises enumerated

The following acts, among others, are declared to be nuisances in violation of this article, but such enumeration shall not be deemed to be exclusive:

(1) Motor vehicle music amplification or reproduction equipment or other sound-making devices. It is unlawful for any person to operate music amplification or reproduction equipment, or other electronic or mechanical sound-making device, from within a motor vehicle on a street or highway in the city so that the sound is plainly audible at a distance of one hundred (100) feet or more from the motor vehicle. It shall be presumed that the driver of any vehicle being operated on a street or highway is the operator of the sound-making device. The following exceptions shall apply:

(A) The provisions of this subsection shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law enforcement
duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

(B) The provisions of this subsection do not apply to motor vehicles used for business or political purposes which in the normal course of conducting such business use sound-making devices.

(C) The provisions of this subsection do not apply to the noise made by a horn or other warning device required or permitted by state law.

(2) **Loudspeakers, amplifiers or musical instruments.** It is unlawful for any person to operate or cause to be operated a loudspeaker, amplifier or musical instrument that exceeds maximum decibel levels pursuant to Section 14.03.001(1) measured in accordance with Section 14.03.001(2). “To operate or cause to be operated” shall include (a) causing the device to function or keeping it in operation, or (b) supervising or managing other persons who cause the device to function.

(3) A violation of Section 42.01(5), Texas Penal Code, constitutes a violation of this article

(4) **Animals and birds.** The keeping of any animal or bird which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(5) **Horns or other signal devices on vehicles.** The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh sound for any unnecessary and unreasonable period of time.

(6) **Operation of vehicles.** The running of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring or rattling noise, or vibrations.

(7) **Steam whistles.** The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of danger.

(8) **Exhaust without mufflers.** The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(9) **Devices operated by compressed air.** The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.

(10) **Construction work.** The erection, including excavation, demolition, alteration or repair work, on any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Thursday and between the hours of 7:00 a.m. and 7:00 p.m. Friday and Saturday, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit pursuant to section 14.03.004.
(11) **Excessive noise near schools.** The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session, which unreasonably interferes with the working of such institutions.

(12) **Loading and unloading vehicles, etc.** The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.

(13) **Peddlers, hawkers and vendors.** The raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.

(14) **Use of drums, loudspeakers, etc., to attract attention.** The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by the creation of noise, to any performance, show or sale of merchandise.

(15) **Sounding of sirens, etc., on vehicles.** The sounding of any siren, horn or other signal device on any automobile, ambulance, truck, motorcycle, bus or other vehicle in the city, except as a danger or warning signal to persons or animals using the streets, sidewalks and public thoroughfares, shall constitute a violation of this article.

(16) **Railroads.** The blowing or sounding of any steam whistle, horn or signal device on any engine, locomotive car or vehicle adapted to the rails of a railroad in the city, except as a warning or danger signal to persons or animals approaching, crossing or using the tracks of the railroad, shall constitute a violation of this article.

(17) **Use of certain braking devices.** Operating or permitting the operation of the engine of a motor vehicle so as to assist in the braking or slowing of the vehicle through the use of gears or through the use of any engine brake or engine-retarding device on any public right-of-way, including but [not] limited to city or state-maintained roadways, F.M. 685, F.M. 1660, U.S. 79 and S.H. 130, within the corporate limits of the city.

(2007 Code, sec. 8.03.002)

**Sec. 14.03.004 Special Exceptions**

(1) **Application.** A person seeking a special exception under this section shall complete and file a written application for a special exception with the City Manager’s Office on the form provided by the Police Department. An application for special exception shall include:

   (A) The name, address, and telephone number of the applicant. If the applicant is a business, the application shall be filled out by the owner or duly authorized agent of the business and shall list the name, address, and telephone number of the business, the responsible owner of the business, and the operator of the business, if different;

   (B) The nature and location of the noise source for which the application is made;
(C) The time during which the noise will be generated and the level of noise that will occur;

(D) A signed statement that the applicant has obtained a copy of this article and related rules and agrees to comply with this article, the related rules provided, and the terms and conditions of a special exception issued to the applicant;

(E) The reason for which the special exception is requested, including the hardship that will result to the applicant, his/her client, or the public if the special exception is not granted; and

(F) A description of noise control measures to be taken for the applicant to minimize noise and the impacts occurring therefrom and the schedule under which said measures will be implemented.

(2) Restrictions on approval of special exception. No special exception shall be approved unless the City Manager and Chief of Police are satisfied based upon the application and other proof provided by the applicant that:

(A) Noise levels occurring during the period of the special exception will not constitute a danger to public health;

(B) Compliance with this article would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and

(C) The applicant has fully complied with the application procedures.

(3) Considerations in determining whether to approve a special exception. In making the determination of whether to grant a special exception, the City Manager and the Chief of Police shall consider:

(A) The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;

(B) The value to the community of the activity for which the special exception is sought;

(C) The ability of the applicant to apply the best practical noise control measures; and

(D) Proximity to residences at which reasonable persons would be disturbed by the noise.

(4) Other restrictions.

(A) The City Manager and Chief of Police shall consider each application on the same basis as that used for other similarly situated applicants and shall make each special exception decision free from consideration of race, sex, national origin, religion, the content of speech, or any other factors not provided for in this article; and

(B) No special exception shall be approved for the operation of sound equipment at nighttime from a motor vehicle.
(C) No special exception shall be approved if the applicant has been convicted of more than two violations under this article at the location for which the special exception is sought in the six months prior to the date on which the application is submitted.

(5) Approval or denial of special exception.

(A) The City shall grant or deny the special exception within sixty (60) business days of receiving the properly completed application. An application for the same applicant or location may not be submitted for a period of sixty (60) business days following the denial of an application.

(B) If the City Manager and Chief of Police determine a special exception should be issued pursuant to the criteria established in this section, a special exception shall be issued which states the type of sound allowed, the location at which the sound will be allowed, the maximum decibel level to be allowed, the times at which the sound will be allowed to be produced, and the expiration date of the special exception.

(6) Revocation of special exception. The special exception may be revoked by the City Manager and Chief of Police if the terms of the special exception are violated; if it is learned that there were material misrepresentations made in the special exception application; or if there is a material change in any of the circumstances relied upon by the City Manager and Chief of Police in granting the special exception.

Sec. 14.03.005 Exemptions

The following acts and sounds shall be exempt from the requirements of this Article.

(1) The emission of sound for the purpose of alerting persons to an emergency;

(2) Sound produced by emergency vehicles;

(3) Sound produced by a vehicle motor in good working order while the vehicle is moving on a public right-of-way, public waterway, airport runway, or railroad;

(4) Sound produced by any governmental entity in the performance of a governmental function;

(5) Sound generated by parade spectators and participants in the parade route during a permitted parade; by outdoor celebration participants for the general welfare of the public;

(6) Sound generated at a religious event, during the daytime, held on premises that are regularly used for worship services;

(7) The use and operation of bells or an amplified, mechanical bell system in connection with the use and occupancy of a church structure;

(8) Sound generated from persons of reasonable behavior playing at a park or playground;
Any utility or roadway maintenance or repairs in residential areas during the daytime and emergency repairs related to public health, safety and welfare of the residents, which are allowed at all hours.

(10) The sounding of any horn or signal device from a motor vehicle as a warning device.

Sec. 14.03.006 Penalty

Any person convicted of a violation of any provision of this article shall be guilty of a class C misdemeanor and shall be fined in accordance with the general penalty in section 1.01.009 of this code. Each day of violation shall constitute another violation.

(2007 Code, sec. 8.03.003)

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 16th day of June, 2016 at a meeting of the Hutto, Texas City Council; there being a quorum present.
READ, PASSED and ADOPTED on second and final reading of this 7th day of July, 2016, at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 8B. AGENDA DATE: July 07, 2016

PRESENTED BY: Helen Ramirez, AICP, Director, Development Services

ITEM: Consideration and possible action on the second and final reading of an ordinance amending the Unified Development Code (UDC) Chapter 3, Section 10.312.7: Noise.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
The Police Department and the Development Services Code Enforcement Division have found it difficult to enforce the City’s current Noise standards found in both the Code of Ordinances and the Unified Development Code (UDC) due to the fact that the exceptions listed under the UDC and the Code of Ordinances differ, and due to the fact that the ordinances are subjective in their definition of “reasonable volume” as they do not establish decibel levels. The adoption of maximum decibel levels is standard practice in most cities.

For example, Chapter 3, Section 10.312.7: Noise, of the Unified Development Code (UDC) states that noise levels at bounding property line must be kept at or under a reasonable volume; and that the noise level of outdoor speakers at the bounding property line must be kept at or under a reasonable volume and be undetectable from certain sensitive land uses (i.e. residential, nursing homes and lodging establishments).

With regard to Exceptions to the City’s noise standards, Section 10.312.7.4: Exceptions of the UDC provides for certain exceptions in relation to public safety apparatus, construction activity between 7:00 AM and 7:00 PM Monday through Saturday, and noise from lawn and yard maintenance. This is inconsistent with the City of Hutto’s Code of Ordinances with regard to Construction Work, as Section 14.03.003 (9) of the Code of Ordinances allows for the erection, including excavation, demolition, alteration or repair work, between the hours of 7:00 AM and 8:00 PM and allows exceptions to Construction Work Noise Standards in case of urgent necessity in the interest of public safety and convenience, and then only by permit from the City Council.

The proposed amendment to the UDC is meant to eliminate any confusion that may stem from the abovementioned codes by amending the UDC Chapter 3, Section 10.312.7, entitled Noise, and stating that Noise shall be governed by the City of Hutto Code of Ordinances Chapter 14, Division 2, Article 14.03 Noise.
**BUDGETARY AND FINANCIAL SUMMARY:**
Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The Planning & Zoning Commission recommended approval at the June 7th, 2016 meeting.

**CITY ATTORNEY REVIEW:**
The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**
Staff recommends that the Council approve the second and final reading of the ordinance.

**SUPPORTING MATERIAL:**
1. Ordinance - Unified Development Code Ordinance Amendment (11) Noise
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 3, SECTION 10.312.7: NOISE, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Unified Development Code (UDC) Chapter 3, Section 10.312.7 in the City of Hutto Code of Ordinances; and;

WHEREAS, on the 7th day of June, 2016, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed amendment, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendments on the 7th day of June, 2016, and;

WHEREAS, on the 16th day of June, 2016, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the amendments provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code concerning public notices, hearings, and other procedural matters has been fully complied with.

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

SECTION I.

1. That Unified Development Code Chapter 3, Section 10.312.7, Code of Ordinances of the City of Hutto, Texas, entitled Noise, is hereby amended as follows:

10.312.7 Noise

Noise nuisances shall be governed per the City of Hutto Code of Ordinances Chapter 14, Division 2, Article 14.03 Noise.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause
The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 16th day of June, 2016 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second and final reading of this 7th day of July, 2016, at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 8C.  
AGENDA DATE: July 07, 2016

PRESENTED BY: Helen Ramirez, AICP, Director, Development Services

ITEM: Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the Emory Farms Section 7 subdivision.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:
The infrastructure improvements for the Emory Farms Section 7 subdivision have been constructed and are ready to be accepted by the City Council. A final inspection was conducted by the City's Construction Inspector of all water, wastewater, streets and drainage improvements. All items have been constructed according to engineering plans and City codes and standards. The contractor has submitted fiscal surety to cover the materials and workmanship for two years.

BUDGETARY AND FINANCIAL SUMMARY:
The total value of the improvements is $518,998. The erosion and sedimentation controls are not included in the total value because they are not a permanent improvement or asset.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:
1. Emory Farms Section 7 - Resolution
2. Emory Farms Section 7 - Site Map
3. Emory Farms Section 7 - Construction Summary
RESOLUTION NO.

WHEREAS, the infrastructure improvements for the Emory Farms, Section 7 residential subdivision have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City’s Construction Inspector of all water, wastewater, streets and drainage improvements; and

WHEREAS, all items have been constructed according to engineering plans and City codes and standards; and

WHEREAS, Rogers Construction submitted a warranty bond to cover the materials and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for the Emory Farms, Section 7 residential subdivision.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 7th day of July, 2016.

CITY OF HUTTO, TEXAS

________________________________________
Doug Gaul, Mayor

ATTEST:

________________________________________
Seth Gipson, City Secretary
# PROJECT CONSTRUCTION SUMMARY

**PROJECT NAME:** Emory Farms Section Seven

**FINAL ACCEPTANCE DATE:**

**INSPECTOR:**

**CONTRACTOR:** Rogers Construction

---

### CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Maintained By:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>COH</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET IMPROVEMENT COST:</td>
<td>189,515.00</td>
</tr>
<tr>
<td>SIDEWALK IMPROVEMENT COST:</td>
<td>1,800.00</td>
</tr>
<tr>
<td>SIDEWALK RAMP IMPROVEMENT COST:</td>
<td>1,850.00</td>
</tr>
<tr>
<td>BRIDGE IMPROVEMENT COST:</td>
<td></td>
</tr>
<tr>
<td>POND(S) COST:</td>
<td></td>
</tr>
<tr>
<td>DRAINAGE IMPROVEMENT COST:</td>
<td>168,275.00</td>
</tr>
<tr>
<td>WATER IMPROVEMENT COST:</td>
<td>77,578.00</td>
</tr>
<tr>
<td>WASTEWATER IMPROVEMENT COST:</td>
<td>79,980.00</td>
</tr>
<tr>
<td>EROSION CONTROLS / RESTORATION COST:</td>
<td>9,073.00</td>
</tr>
</tbody>
</table>

**TOTAL IMPROVEMENT COST:** 528,071.00

---

**PREPARED BY (DESIGN ENGINEER):** Randy Nixon

**CHECKED BY (CID SUPERVISOR):**
## Construction Summary for Streets & Sidewalks

### Street Paving

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>Pavement Design (Thickness)</th>
<th>Pavement Width (FT)</th>
<th>L (FT)</th>
<th>PRIVATE</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Range Drive</td>
<td></td>
<td></td>
<td>2&quot;/20&quot;</td>
<td>39</td>
<td>265</td>
<td>no</td>
<td>no</td>
</tr>
<tr>
<td>Farm Creek Drive</td>
<td></td>
<td></td>
<td>2&quot;/14&quot;</td>
<td>29</td>
<td>890</td>
<td>no</td>
<td>no</td>
</tr>
</tbody>
</table>

### Sidewalks / Sidewalk Ramps

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>W (FT)</th>
<th>L (FT)</th>
<th>SIDES 1</th>
<th>CURB RAMP 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Range Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E/W</td>
<td>2</td>
</tr>
<tr>
<td>Farm Creek Drive</td>
<td></td>
<td></td>
<td>4</td>
<td>120</td>
<td>N/S</td>
<td></td>
</tr>
</tbody>
</table>

1 - Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 - Number of Ramps
### Construction Summary for Bridges

<table>
<thead>
<tr>
<th>STREET NAME AND ADDRESS OR LOCATION</th>
<th>FEATURE CROSSED</th>
<th>TYPE 2</th>
<th>DESCRIPTION 3</th>
<th>DECK</th>
<th>COST</th>
<th>PRIVATE</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2. Type: B - Bridge, C - Culvert, P - Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B - Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3. Description: i.e. 2 spans (Bridge), 2 - 5 X 7' (Culverts), 2 - 24" RCP (Pipes).

4. Deck Width: Use “footprint” of culvert/pipes for width on buried culvert/pipes; include full “out to out” dimension including sidewalks/railings for width of standard bridges.

5. Deck Length: Measured along the centerline of the roadway.
CONSTRUCTION SUMMARY FOR PONDS

<table>
<thead>
<tr>
<th>POND TYPE</th>
<th>LOCATION (ADDRESS OR LOT / BLOCK #)</th>
<th>SIZE (SY)</th>
<th>DRAINAGE AREA (ACRES)</th>
<th>PRIVATE</th>
<th>ETJ</th>
<th>COST</th>
</tr>
</thead>
</table>

1 - BD = Bio-Detention  
D = Detention Only  
DSF = Detention / Sedimentation / Filtration  
F = Filtration Only  
S = Sedimentation Only  
SF = Sedimentation / Filtration  
SFI = Sedimentation / Filtration / Infiltration  
SI = Sedimentation / Irrigation  
WP = Wet Pond

2 - Approximate boundary area

3 - Provide copy of recorded agreement for privately maintained ponds
## Construction Summary for Drainage

<table>
<thead>
<tr>
<th>STORM DRAIN</th>
<th>MANHOLES</th>
<th>INLETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE (IN)</td>
<td>MATERIAL TYPE</td>
<td>L (FT)</td>
</tr>
<tr>
<td>2-5' x 3'</td>
<td>RCP</td>
<td>50</td>
</tr>
<tr>
<td>24''</td>
<td>CIC II RCP</td>
<td>455</td>
</tr>
<tr>
<td>18''</td>
<td>CIC II RCP</td>
<td>55</td>
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</table>

### Junction Boxes

<table>
<thead>
<tr>
<th>QTY</th>
<th>SIZE (FT x FT x FT)</th>
<th>MATERIAL TYPE</th>
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</table>

### Outfall Structures

<table>
<thead>
<tr>
<th>QTY</th>
<th>SIZE 3</th>
<th>DESCRIPTION 4</th>
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</thead>
</table>

### Channel

<table>
<thead>
<tr>
<th>LENGTH (FT)</th>
<th>BOTTOM WIDTH (FT)</th>
<th>SIDE SLOPE (FT/FT)</th>
<th>LINING MATERIAL TYPE</th>
</tr>
</thead>
</table>

1. Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2. Cast-in-Place, Precast
3. Pipe size / Culvert Size
4. Headwall, Wing Walls, Gabions
<table>
<thead>
<tr>
<th>VALVES INSTALLED</th>
<th>PIPE</th>
<th>FIRE HYDRANTS</th>
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<tbody>
<tr>
<td>SIZE</td>
<td>DESCRIPTION</td>
<td>NO.</td>
</tr>
<tr>
<td>6”</td>
<td>Gate</td>
<td>2</td>
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<table>
<thead>
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<th>AIR RELEASE</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>SERVICES INSTALLED</th>
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<tbody>
<tr>
<td>NO.</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>12</td>
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</tbody>
</table>

REMARKS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
# CONSTRUCTION SUMMARY FOR WASTEWATER

<table>
<thead>
<tr>
<th>PIPE</th>
<th>MANHOLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE</td>
<td>MAKE</td>
</tr>
<tr>
<td>8”</td>
<td>RCP</td>
</tr>
<tr>
<td>PVC</td>
<td>5+02</td>
</tr>
<tr>
<td>490</td>
<td>no</td>
</tr>
<tr>
<td></td>
<td>no</td>
</tr>
<tr>
<td></td>
<td>Farm Creek Drive</td>
</tr>
</tbody>
</table>

---

**SERVICES INSTALLED**

<table>
<thead>
<tr>
<th>NO.</th>
<th>TYPE – S / D</th>
<th>TYPE OF MANHOLE COATING:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>SINGLE</td>
<td>Raven</td>
</tr>
<tr>
<td>11</td>
<td>DOUBLE</td>
<td></td>
</tr>
</tbody>
</table>
Consideration of a public hearing and possible action on the first reading of an ordinance amending the Unified Development Code (UDC) Chapter 4, Section 10.407: Landscaping.

This is a staff-initiated proposal for a comprehensive revision of the landscape standards found in Sec. 10.407.5 of the Unified Development Code (UDC). The proposed changes would affect new non-residential developments, including commercial, office, industrial, and civic uses, as well as multi-family dwellings with more than five units. The reason for the proposed change is that both developers and staff have found the City's current landscape standards to be somewhat impractical and difficult to achieve. The existing standards, specifically those found in Sec. 10.407.5.1, often require more landscaping than can reasonably fit on a developing site. In addition, because so many trees are required, designers and landscape architects have found it difficult to comply with the code, particularly with regard to the placement of trees. The current required number of both large and small trees do not allow for sufficient space for them to mature.

The proposed changes to the landscape standards are intended to address these difficulties and provide new standards that require an appropriate number of plantings relative to the size of each site. The revised standards are designed to provide developers with increased flexibility with regard to the specific placement of trees within their site, while still maintaining certain standards for landscaping that are currently in place. By replacing the table found in Section 10.407.5.1 with concise bullet points, staff hopes to make the landscape requirements easier for developers and
landscape architects to interpret and implement. The new standards are also intended to allow for adequate spacing and planting areas for trees, in order to ensure their long-term health and viability.

Notice was published in the Taylor Daily Press. Notice has also been posted on the City of Hutto website.

**BUDGETARY AND FINANCIAL SUMMARY:**
Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
Planning and Zoning Commission recommended approval at the June 7th meeting.

**CITY ATTORNEY REVIEW:**
The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**
Staff recommends that the Council approve the first reading of the ordinance. The Council may dispense with the second reading of this ordinance.

**SUPPORTING MATERIAL:**
1. Ordinance - UDC Chapter 4 Landscaping
2. Notice - Posted
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 4, SECTION 10.407: LANDSCAPING, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), Chapter 4, Section 10.407: Landscaping; and;

WHEREAS, on the 7th day of June, 2016, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed amendment, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendments on the 7th day of June, 2016, and;

WHEREAS, on the 7th day of July, 2016, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the amendments provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

SECTION I.

1.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code Chapter 4, Section 10.407, entitled Landscaping, is hereby amended as follows:

Section 10.407.5 is hereby deleted in its entirety and replaced with the following:

10.407.5 Required landscaping: non-residential and 5+ household residential development

10.407.5.1 Minimum landscaped area

Parcels with a non-residential use or 5+ household residential structures must be landscaped as follows. Additional plants may be required per bufferyard standards in Section 10.403.6, and mechanical equipment screening requirements.
10.407.5.1.1 Minimum percentage
A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

- Commercial uses: 15%
- Multifamily dwellings: 20%
- Office and professional uses: 15%
- Institutional and civic uses: 15%
- Industrial or manufacturing uses: 10%

10.407.5.1.2 Tree and shrub requirement
For every 500 square feet of landscaping required, or portion thereof, at least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

10.407.5.1.3 Detention areas
Detention areas shall not be counted toward the required minimum landscaped area.

10.407.5.2 Parking lot and vehicular use screening
The perimeter of all vehicular use areas including parking areas, drive aisles, and loading areas shall be screened as follows:

- Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 12 ft. deep.
- Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
- Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.
- In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.
- Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.
- Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island.
- Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.
- Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.
- Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.

10.407.5.3 Building perimeter landscaping
Building perimeter landscaping must comply with the following:

- Each building shall include a landscaped area around at least 50% of the building perimeter.
- Building perimeter landscaping shall be at least 6 ft. deep, and shall contain at least one (1)
shrub per every five (5) linear feet and one (1) small tree per every thirty (30) feet.
• All required building perimeter landscaping shall be located within 15 ft. of the building.
• At least 50% of the required building perimeter landscaping shall be included between the building and the parking lot.

10.407.5.4 Tree and shrub standards
The following standards apply to trees and shrubs:
• Native tall trees must have a caliper of at least 3 in. Native short trees must have a caliper of at least 2 in. Planted shrubs must have a minimum 3-gallon container or be at least 2 ft. tall.
• Planting areas for each tree provided shall have a minimum undisturbed pervious area of at least 100 square feet and shall be planted or covered with grass, mulch, or other appropriate ground cover.
• Each development shall provide at least three (3) different species. No more than 50% of all trees, per development, shall be of the same species.
• Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.
• Trees and shrubs may be clustered in groups, to present a natural environment and ease maintenance. All trees must be placed on the parcel being developed, unless approved by the Director of Development Services.
• Ground cover must be planted on areas on a developed parcel that are not part of an impervious surface, covered with porous paving, occupied by shrubbery or gardens, or under a tree drip line.
• All tree and shrub species shall be selected from the list of approved species in Section 10.407.6. Deviations from this list must be approved by the Director of Development Services.

SECTION II.
Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III.
Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV.
Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.
SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 7th day of June, 2016 at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and ADOPTED on first reading on this the 7th day of July, 2016, at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

____________________________
Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary
NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 4, SECTION 10.407: LANDSCAPING, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

A public hearing will be held on July 7, 2016 at 7:00 p.m.
Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: June 19, 2016
ITEM: Consideration and possible action on the first reading of an ordinance concerning the first amendment to the Fiscal Year 2016 Budget of the Hutto Economic Development Corporation.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
The proposed amendment would not result in an increase or decrease of budget as it only transfers funds from one account to another.

HEDC Staff proposes the following adjustment:

- Move $10,000.00 from “Regular Full Time” to “Professional Fees (Administration)”.

- Move $9,000.00 from “Regular Full Time” to “Marketing.”

The City Council is asked to approve the budget and subsequent amendments of the Hutto Economic Development Corporation to comply with Section 501.073 of the Texas local government code which states:

Sec. 501.073. SUPERVISION BY AUTHORIZING UNIT. (a) The corporation’s authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation.

BUDGETARY AND FINANCIAL SUMMARY:
The proposed amendment will not result in an increase in budgeted expenses.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The Hutto Economic Development Corporation Board approved the amendment at their May 2016 Board Meeting.

**CITY ATTORNEY REVIEW:**
Not applicable.

**STAFF RECOMMENDATION:**
Staff recommends approval of the ordinance.

**SUPPORTING MATERIAL:**
1. Ordinance - HEDC BA#1
2. Budget Amendment #1
3. BA#1 Summary
ORDINANCE NO. _______

AN ORDINANCE AMENDING ORDINANCE NO. ______, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2015 through September 30, 2016, was duly presented to the City Council; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That the appropriations for the fiscal year October 1, 2015 through September 30, 2016 for the support of the Hutto Economic Development Corporation be fixed and determined for said terms in accordance with the expenditures shown in the EDC’s 2016 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year October 1, 2015 through September 30, 2016.

SECTION III. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION IV. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION V. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION VI. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.
SECTION VII.

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 7th day of July, 2016, at a regular meeting of the City Council of the City of Hutto.

READ, APPROVED and ADOPTED on second reading this 21st day of July, 2016, at a regular meeting of the City Council of the City of Hutto.

THE CITY OF HUTTO, TEXAS

________________________
Doug Gaul, Mayor

ATTEST:

________________________
Seth Gipson, City Secretary
<table>
<thead>
<tr>
<th>Expense Accounts</th>
<th>Amended FY 16</th>
<th>Year to Date Expenditures</th>
<th>Remaining</th>
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<tr>
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<td>$14,280.02</td>
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<td><strong>Total Human Resources</strong></td>
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<td><strong>Administration</strong></td>
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<tr>
<td>Operational Expenses &amp; Supplies</td>
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<td>$3,811.43</td>
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**Account Totals**

- Checking - FSB: $10,263.29
- TexPool: $333,062.04
- Total: $543,325.33
MEMO

DATE: May 17, 2016

TO: Hutto Economic Development Corporation Board of Directors

FROM: Tim Chase
President and CEO

SUBJECT: Agenda Item 6a
Fiscal Year 2016 Budget Amendment

The Hutto Economic Development Corporation needs to make a budget adjustment. Due to additional legal fees in regards to Option Agreements and the updating of By Laws, Professional Fees (Administration) line item will need additional funds.

Additionally, due to prospecting travel last fall, the Marketing line item will need additional funds.

Staff proposes the following adjustment:

- Move $10,000.00 from “Regular Full Time” to “Professional Fees (Administration)”.

- Move $9,000.00 from “Regular Full Time” to “Marketing.”

After the aforementioned adjustment, the affected line items will have the following remaining balances:

Regular Full Time ..................................................................................$110,038.33
Professional Fees .....................................................................................$7,024.40
Marketing .................................................................................................$8,923.93
AGENDA ITEM NO.: 9C.  
AGENDA DATE: July 07, 2016

PRESENTED BY: Melanie Hudson, Finance Director

ITEM: Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2015-16 Budget to reflect adjustments such as internal fund transfers, salary adjustments, and other miscellaneous items (Budget Amendment #3).

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND: This represents the third amendment of the FY16 Budget. The amendment is detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to adjust internal transfer from General Fund to CIP Fund, salary adjustments, and other miscellaneous items.

BUDGETARY AND FINANCIAL SUMMARY: Please see Exhibit A for the financial summary.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Staff recommends the Council approve the first reading of the ordinance.

SUPPORTING MATERIAL: 1. Ordinance - FY16 BA#3
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2015-16 BUDGET TO ADJUST INTERNAL FUND TRANSFER, SALARY ADJUSTMENTS, AND OTHER MISCELLANEOUS ITEMS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION 1:
That the appropriations for the fiscal year beginning October 1, 2015, and ending September 30, 2016, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2:
That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2015, and ending September 30, 2016.

SECTION 3:
The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the City Charter.

SECTION 4:
It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5:
All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6:
This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.
SECTION 7:

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

READ and APPROVED on first reading on this the 7th day of July 2016, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on second and final reading this 21st day of July 2016, at a regular meeting of the City Council of the City of Hutto, there being a quorum present

CITY OF HUTTO, TEXAS

_________________________
Doug Gaul, Mayor

ATTEST:

____________________________
Seth Gipson, City Secretary
ITEM: Consideration and possible action on the first reading of an ordinance concerning the establishment of a Charter Review Commission for the consideration of amendments to the City Charter.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND: The ordinance before the Council for consideration provides for a seven-member Charter Revision Commission that consists of seven (7) citizens of Hutto that meet the qualification of members as outlined in Section 2.02.001 of the Code of Ordinances (2014 Edition). The City Manager, or designee, and the City Attorney, or designee, shall be ex-officio, non-voting members of the Charter Review Commission.

The Council has the right to revise or change any of the amendments brought to them before the Council requests an election on amending the City Charter.

The Charter for the City of Hutto was approved by the voters on February 7, 2004, and has been amended twice with the last amendment being in 2009. The Charter has been reviewed by the City Administration, this review has yielded conflicts with state law, areas that need clarification and be made consistent, and processes that are outdated. The intention of the Charter Revision Commission is to complete the Charter review and provide suggested amendments to the Council in time to call an election for May 2017.

The amendments to the City Charter must come from the governing body of the municipality to the electorate for consideration.

BUDGETARY AND FINANCIAL SUMMARY: There will be additional attorney fees and publication costs associated with this election. The exact costs cannot yet be determined.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW:
**STAFF RECOMMENDATION:**
Staff recommends approval of this ordinance.

**SUPPORTING MATERIAL:**
1. Ordinance - Establishing Charter Review Commission
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS CREATING A CHARTER REVIEW COMMISSION, ESTABLISHING CHARTER COMMISSION GUIDELINES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of Hutto, Texas approved the City Charter during a special election on February 7, 2004 in order to establish a home rule municipal government; and

WHEREAS, Section 13.12 of the Home Rule City Charter provides that the Charter may be amended and the amendments submitted to the voters of the City in the manner provided by Texas Local Government Code; and

WHEREAS, the City Council desires to establish a Charter Review Commission to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to conform to federal and state law where conflict or inconsistency exists to be approved by the voters at an election called for such purpose on May 6, 2017; and

WHEREAS, the City Council desires to establish guidelines to assist the Charter Review Commission in making appropriate recommendations to the City Council for consideration by the City Council to be submitted to the voters at an election called for such purpose to be held on May 6, 2017.

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

I.

SECTION 1. That the City Council of the City of Hutto does hereby establish a Charter Revision Commission for the purpose of reviewing the City Charter and making a recommendation to the City Council for appropriate amendments to be approved by the voters of the City of Hutto at an election called for such purpose to be held on May 6, 2017.

SECTION 2. That the Charter Revision Commission shall consist of seven citizens of Hutto, that shall be appointed by the Hutto City Council, and shall meet the qualification of members as outlined in Section 2.02.001 of the Code of Ordinances (2014 Edition). The Hutto City Council shall appoint the commission chair and vice-chair. The City Manager, or designee, and the City Attorney, or designee, shall be ex-officio, non-voting members of the Charter Review Commission.


SECTION 4. That the City Council of the City of Hutto does hereby establish the following charge, guidelines, and schedule for the Charter Commission.

1. Charge:
a. To review the Charter purposes of recommending amendments as necessary to cause the Charter to conform to federal and state where conflict or inconsistencies exist;
b. To review the Charter for purposes of recommending amendments as necessary to clarify and condense existing Charter sections to improve the effective application of the Charter;
c. To review the Charter for any other provisions of the Charter as the Charter Review Commission determines necessary.

2. Guidelines:

a. Chair, and the vice chair in an absence of the chair, shall preside over the Charter Review Commission meetings;
b. The meetings of the Charter Review Commission shall be conducted in compliance with the Texas Open Meetings Act, and shall be open to the public, except for authorized closed meetings to consult with the City Attorney;
c. That the regular meetings shall be held at least once per month on the day to be set by the Charter Revision Commission. Special meetings may be called by the Chair or a majority of Commission members;
d. That a quorum shall consist of the majority of voting members of the Charter Revision Commission and an affirmative vote of the majority of those present shall be necessary to pass upon pending questions;
e. The Charter Review Commission shall prepare and submit a report to the City Council no later than January 1, 2017, consisting of recommendations in the form of proposed amendments to the Charter for review and consideration by the City Council of possible amendments to the Charter to be submitted to the voters at an election call for that purpose to be held on May 6, 2017.
f. The Charter Review Commission shall conducts its initial meeting for an orientation, at which time the Charter Review Commission shall:
   i. Receive comments from the Mayor, City Manager, and City Attorney;
   ii. Review the Charter Review Commission charge, guidelines, and schedule;
   iii. Establish a meeting calendar that allows for the appropriate review, adheres to the January 1, 2017, reporting deadline, and informs the public of the review schedule; and
   iv. Discuss how to proceed with the review of the Charter;
g. The Charter Review Commission shall, prior to conducting its review of the Charter, conduct a public hearing following the initial orientation meeting of the Charter Review Commission to receive public comments concerning amendments to the Charter.
h. At the end of each meeting the Chair will ask for a vote and approval of recommended changes to the Charter, if any, and/or to move the review to the next portion or subject matter of the Charter, as appropriate;
i. City staff shall provide clerical support to the Charter Review Commission and shall keep the minutes of each meeting, including any Charter Review Commission approved recommendations to the City Council;
j. At the conclusion of the review of the Charter, the Charter Review Commission should review all prior approved Charter Review Commission recommendation with the City Attorney to ensure that such recommendations are in proper form and legal. Following such review the Charter Review Commission shall prepare and submit a report to the City Council.
SECTION 5. That the term of the Charter Revision Commission shall last from its establishment by the City Council until either any amendments are brought to the citizens for an election or the Commission declares that no amendments are needed. The Council requires that the amendments to the Charter be brought before the Council for consideration to allow for the calling of an election at the earliest in May 2017 but no later than November 2017.

II.

A. Publication

The City Secretary of the City of Hutto, Texas is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

B. Repeal of Conflicting Ordinances

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed to the extent of such conflict.

C. Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable; and if any phrase, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, then such invalidity shall not affect or invalidate any of the other remaining phrases, clauses, sentences, paragraphs and section of this ordinance since the same would have been enacted by the City Council without the incorporation of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such invalidity shall not affect any other provision or application of this ordinance that can be given effect without the invalid provision, and to this end the provisions of this ordinance are declared to be severable.

D. Effective Date

This ordinance shall take effect immediately from and after its passage and any publication required, in accordance with provisions of the Texas Local Government Code, any applicable statutes, and the Code of Ordinances and Charter of the City of Hutto, Texas.

E. Open Meetings Clause

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

III.

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 21st day of July, 2016 at a meeting of the Hutto, Texas City Council; there being a quorum present.
By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and ADOPTED on first reading of ordinance this 21st day of July, 2016 at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

_______________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 10A. AGENDA DATE: July 07, 2016

PRESENTED BY: Mike Hemker, Park Development Manager

ITEM: Consideration and possible action on a resolution concerning a contract with STR Constructors, Ltd. for the 2009 bond project for construction improvements at Fritz Park.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
The Fritz Park Master Plan improvements were approved by voters in 2009 on Bond Referendum #2 for $3.3 million. The project includes renovations to the Old Hippo Stadium and Holmstrom field and a new accessible restroom/concession facility as the major design changes. Construction document design began in FY14 with the anticipated construction to begin in FY16. Accessibility for the overall project has been reviewed and is in compliance with State of Texas and ADA regulations. Once the project is complete the project will be inspected for construction compliance.

The construction project was advertised for bid on April 6, 2016 and April 13, 2016. A non-mandatory pre-bid meeting was held on April 15, 2016. Bids were received and opened on April 29, 2016. Three companies submitted competitive sealed line item bids for the project. The resolution is to approve the contract for construction services from STR Constructors, Ltd. to construct the project for $2,677,194.42. Additional approved funds will be used to purchase items for the project through cooperative purchasing programs.

BUDGETARY AND FINANCIAL SUMMARY:
The recommended contract for this project is $2,677,194.42.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Parks Advisory Board recommended the project for the 2009 bond referendum.

CITY ATTORNEY REVIEW:
City attorney has reviewed and approved the contract as presented.
STAFF RECOMMENDATION:
Staff recommends approval of the resolution concerning the contract with STR Constructors, Ltd.

SUPPORTING MATERIAL:
1. Resolution STR Constructors Ltd Contract - Fritz Park Improvements
2. Contract STR Constructors Ltd - Fritz Park Improvements
3. Bid Tabulations Sheet - Fritz Park Improvements
RESOLUTION NO.

A RESOLUTION RECOGNIZING STR CONSTRUCTORS, LTD. AS THE LOW BIDDER AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR CONSTRUCTION OF THE FRITZ PARK IMPROVEMENTS PROJECT AND GRANTING GENERAL AUTHORITY TO THE CITY MANAGER TO APPROVE CHANGE ORDERS ON THE CONTRACT INVOLVING A DECREASE OR AN INCREASE OF $50,000 OR LESS.

WHEREAS, the City of Hutto City Council approved the 2016-2020 Capital Improvements Plan, with one of the projects being the Fritz Park Improvements, and;

WHEREAS, on May 9, 2013, the City of Hutto City Council approved a resolution directing staff to proceed with the agreement to create construction design plans for park improvements in Fritz Park as approved by voters during the 2009 bond referendum election, and;

WHEREAS, the City of Hutto City Council appropriated $3,300,000 to complete the project in the Fiscal Year 2016 budget, and;

WHEREAS, the project was advertised for bid and bids were opened and read aloud at 3:00 pm in City Hall on April 29, 2016; and

WHEREAS, STR CONSTRUCTORS, LTD. provided the lowest bid of $2,677,194.42; and

WHEREAS, the City Council of the City of Hutto wishes to grant general authority to approve the contract for services, and;

WHEREAS, the City Council of the City of Hutto wishes to grant general authority to approve the change orders on the contract involving a decrease or an increase of $50,000 or less to the City Manager in accordance with the Texas Local Government Code Section 252.048, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS: That the Hutto City Council hereby approves the resolution recognizing STR CONSTRUCTORS, LTD. as the low bidder and authorizes the Mayor to execute the attached contract for construction of the Fritz Park Improvements and granting general authority to the City Manager to approve change orders on the contract involving a decrease or increase of $50,000 or less.

RESOLVED on this the 7th day of the month July, 2016.

CITY OF HUTTO, TEXAS

ATTEST:  

Seth Gipson, City Secretary

____________________________
Doug Gaul, Mayor
June 22, 2016

Mr. Randy Barker
City Hall
City of Hutto
401 W. Front Street
Hutto, Texas 78634

RE: Fritz Park Improvements Project

Mr. Barker,

Enclosed please find two executed originals of the contract agreement, the fee schedule, insurance certificate, and the performance and payment bonds for the referenced project.

In the event you have any questions in regard to the enclosed please contact Gilbert Bolding or Joni Collins in our office as I will be out of the office until June 29, 2016.

We look forward to working with you and the City on this project.

Sincerely,

T R Kennedy
President
City of Hutto, Texas
Standard Form of Agreement between
Owner and Contractor

AGREEMENT made as of the ________________ ( ) day of ________________ in the year 20__

BETWEEN the Owner: City of Hutto, Texas (hereafter “Owner” or “City”)
401 W. Front Street
Hutto, Texas 78634

and the Contractor STR Constructors, Ltd.
15500 Hwy 29W
Liberty Hill, Texas 78642

The Project is described as: Solicitation 16-XX Fritz Park Improvements Project which

The Consultant is:

Brian Binkowski
Half Associates, Inc.
4030 West Braker Lane - Ste 450
Austin, Texas 78759-536

David Urban
Peal & Associates
1 Chisholm Trail Eldg 5-Ste 450
Round Rock, Texas 78661

For and in consideration of the mutual terms, conditions and covenants of this Agreement and all
accompanying documents between Owner and Contractor, the receipt and sufficiency of which are hereby
acknowledged, Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary
and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other
documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the
Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract
represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations,
representations or agreements, either written or oral. An enumeration of the Contract Documents, other than
Modifications, appears in Article 7.

ARTICLE 2 THE WORK OF THIS CONTRACT

Contractor shall fully execute the Work described in the Contract Documents, except to the extent
specifically indicated in the Contract Documents to be the responsibility of others.
ARTICLE 3  DATE OF COMMENCEMENT; DATE OF SUBSTANTIAL COMPLETION; DATE OF FINAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a Notice to Proceed issued by Owner.

3.2 The Contract Time shall be measured from the date delineated in the Notice to Proceed.

3.3 Contractor shall commence Work within ten (10) from the date delineated in the Notice to Proceed.

3.4 Contractor shall achieve Substantial Completion of the entire Work no later than two hundred seventy (270) calendar days from issuance by Owner of Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.5 If Contractor fails to achieve Substantial Completion of the Work (or any portion thereof) on or before the date(s) specified for Substantial Completion in the Agreement, Contractor shall pay to Owner, as liquidated damages, the sum of five hundred and No/100 Dollars ($500.00) for each calendar day that Substantial Completion is delayed after the date(s) specified for Substantial Completion. It is hereby agreed that the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by Contractor’s failure to achieve Substantial Completion of the Work (or any portion thereof) on or before the date(s) specified for Substantial Completion in the Agreement. It is agreed that the harm that would be caused by such failure, which includes loss of expected use of the Project areas, provision of alternative storage facilities and rescheduling of moving and occupancy dates, is one that is incapable or very difficult of accurate estimation. It is hereby agreed that if Substantial Completion of the Work (or any portion thereof) is not achieved on or before thirty (30) days after the date(s) specified for Substantial Completion in the Agreement, the Owner shall have the option to either collect liquidated damages as set forth herein or to thereafter rely on its remedies under the Contract Documents and at law and in equity, including without limitation, the recovery of actual damages. The date(s) specified for Substantial Completion of the Work (or any portion thereof) in the Agreement shall be subject to adjustment as provided in the Contract Documents.

3.6 Contractor shall achieve Final Completion of the entire Work no later than two hundred and ten (210) calendar days from issuance by Owner of Notice to Proceed.

ARTICLE 4  CONTRACT SUM

4.1 Owner shall pay Contractor the Contract Sum in current funds for Contractor’s performance of the Contract. The Contract Sum shall be two million six hundred and seventy seven thousand, one hundred and ninety four dollars and forty-two cents ($2,677,194.42), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates which are described in the Contract Documents and are hereby accepted by Owner:

   N/A

ARTICLE 5  PAYMENTS

5.1 PROGRESS PAYMENTS
5.1.1 Based upon Applications for Payment submitted to Consultant and Owner by Contractor, and Certificates for Payment issued by Consultant and not disputed by Owner and/or Owner’s lender, Owner shall make progress payments on account of the Contract Sum to Contractor as provided below, in Article 14 of the City of Hutto General Conditions, and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.1.3 Provided that an Application for Payment is received by Consultant and Owner, and Consultant issues a Certificate of Payment not later than the tenth (10th) day of a month, Owner shall make payment to Contractor not later than the tenth (10th) day of the next month. If an Application for Payment is received by Consultant and Owner after the application date fixed above, payment shall be made by Owner not later than one month after the Consultant issues a Certificate for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as Consultant and Owner may require. This schedule, unless objected to by Consultant or Owner, shall be used as a basis for reviewing Contractor’s Applications for Payment.

5.1.5 Applications for Payment shall warrant the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as provided in Article 14 of the City of Hutto General Conditions.

5.1.7 Except with Owner’s prior written approval, Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Owner to Contractor when:

.1 Contractor has fully performed the Contract except for Contractor’s responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by Consultant.

5.2.2 Owner’s final payment to Contractor shall be made no later than thirty (30) days after the issuance of Consultant’s final Certificate for Payment. In no event shall final payment be required to be made prior to thirty (30) days after all Work on the Contract has been fully performed. Defects in the Work discovered prior to final payment shall be treated as non-conforming Work and shall be corrected by Contractor prior to final payment, and shall not be treated as warranty items.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by Owner or Contractor as provided in Article 15 of the City of Hutto General Conditions.

6.2 The Work may be suspended by Owner as provided in Article 15 of the City of Hutto General Conditions.

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS
7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are
enumerated as follows:

7.1.1 The Agreement is this executed version of the City of Hutto, Texas Standard Form of Agreement between
Owner and Contractor, as modified.

7.1.2 The General Conditions are the “City of Hutto Contract Forms 00700,” General Conditions, as modified.

7.1.3 The Supplementary, Special, and other Conditions of the Contract are those contained in the Project Manual dated _06/14/2016_.

7.1.4 The Specifications are those contained in the Project Manual dated __06/14/2016__________________.

7.1.5 The Drawings, if any, are those contained in the Project Manual dated __06/14/2016__________________.

7.1.6 The Insurance & Construction Bond Forms of the Contract are those contained in the Project Manual dated __04/06/2016__________________.

7.1.7 The Notice to Bidders, Instructions to Bidders, Bid Form, and Addenda, if any, are those contained in the Project Manual dated __04/06/2016__________________.

7.1.8 If this Agreement covers construction involving federal funds, thereby requiring inclusion of mandated
contract clauses, such federally required clauses are those contained in the “City of Hutto Contract Forms 03000,”
Federally Required Contract Clauses, as modified.

7.1.9 Other documents, if any, forming part of the Contract Documents are as follows:

Attachment A: STR Constructors, Ltd. Official Fee Schedule

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Where reference is made in this Agreement to a provision of any document, the reference refers to that
provision as amended or supplemented by other provisions of the Contract Documents.

8.2 Owner’s representative is: 
The Owner will not be utilizing an Owner’s Representative on this Project

8.3 Contractor’s representative is:
T.R. Kennedy, President
STR Constructors, Ltd.
15500 Hwy 29W
Liberty Hill, Texas 78642 512.515.0954 ext. 223

8.4 Neither Owner’s nor Contractor’s representative shall be changed without ten (10) days’ written notice to
the other party.

8.5 Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

8.6 Owner agrees to pay Contractor from available funds for satisfactory performance of this Agreement in
accordance with the bid or proposal submitted therefor, subject to proper additions and deductions, all as provided in
the General Conditions, Supplemental Conditions, and Special Conditions of this Agreement, and Owner agrees to
make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to
the extent funds are not available. This Agreement is a commitment of City of Hutto’s current revenues only.
8.7 Although this Agreement is drawn by Owner, both parties hereto expressly agree and assert that, in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

8.8 This Agreement shall be enforceable in Hutto, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.9 Both parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by an arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

8.10 The parties, by execution of this Agreement, bind themselves, their heirs, successors, assigns, and legal representatives for the full and faithful performance of the terms and provisions hereof.

This Agreement is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one is to be delivered to Contractor, one to Consultant for use in the administration of the Contract, and the remainder to Owner.

OWNER

CITY OF HUTTO, TEXAS

________________________________________
Karen Daly
City Manager
Date Signed: ______________________________

ATTEST:

________________________________________
Seth Gipson, City Secretary

FOR CITY, APPROVED AS TO FORM:

________________________________________
City Attorney

CONTRACTOR

STR Constructors, Ltd.

Printed Name: T.R. Kennedy
Title: President
Date Signed: 6/22/2016
## Attachment A: STR Constructors Ltd. Official Fee Schedule

### Schedule of Base Bid Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Original Quantity</th>
<th>Revised Quantity</th>
<th>Description</th>
<th>Unit</th>
<th>Original Price</th>
<th>Revised Price</th>
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**Subtotal Schedule No. 1:** $1,193,699 78 $784,399 39
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# Schedule of Base Bid Items

## STR Constructors, Ltd.

### BASE BID SCHEDULE NO. 3 (LANDSCAPE / IRRIGATION)

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<tr>
<th>Item</th>
<th>Original</th>
<th>Revised</th>
<th>Description</th>
<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>58</td>
<td>0</td>
<td>EA Shade Tree (3&quot; caliper min.)</td>
<td>$522.85</td>
<td>$5,385.30</td>
<td>$592.85</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.02</td>
<td>17</td>
<td>0</td>
<td>EA Ornamental Tree (1.5&quot; caliper min.)</td>
<td>$122.97</td>
<td>$1,755.49</td>
<td>$220.97</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.03</td>
<td>20</td>
<td>0</td>
<td>EA Shrub (5 cal.)</td>
<td>$37.73</td>
<td>$755.99</td>
<td>$37.73</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.04</td>
<td>109</td>
<td>0</td>
<td>EA Shrub (3 cal.)</td>
<td>$32.34</td>
<td>$3,253.06</td>
<td>$32.34</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.05</td>
<td>145</td>
<td>0</td>
<td>SY Landscape Beds - 8&quot;Bed Mix and 3&quot; Hardwood Mulch</td>
<td>$14.06</td>
<td>$2,038.70</td>
<td>$14.06</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.06</td>
<td>2550</td>
<td>0</td>
<td>SY Common Bermuda Sod (Park Street &amp; Parking Lot)</td>
<td>$7.53</td>
<td>$18,901.58</td>
<td>$7.53</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.07</td>
<td>2625</td>
<td>0</td>
<td>SY Common Bermuda Hydromulch (Parking Lot &amp; Bar Ditch)</td>
<td>$11.20</td>
<td>$3,156.00</td>
<td>$11.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.08</td>
<td>18725</td>
<td>18,725</td>
<td>SY Common Bermuda Hydromulch (Park &amp; Trail Areas)</td>
<td>$0.87</td>
<td>$16,290.76</td>
<td>$0.87</td>
<td>$16,290.76</td>
</tr>
<tr>
<td>3.09</td>
<td>4600</td>
<td>4,600</td>
<td>SY Common Bermuda Hydromulch (Park Trail)</td>
<td>$0.87</td>
<td>$4,052.00</td>
<td>$0.87</td>
<td>$4,052.00</td>
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<tr>
<td>3.10</td>
<td>21550</td>
<td>21,550</td>
<td>SY Bermuda Rolled Sod (TIF-419 -Football &amp; Softball Fields)</td>
<td>$10.39</td>
<td>$223,804.50</td>
<td>$10.39</td>
<td>$223,804.50</td>
</tr>
<tr>
<td>3.11</td>
<td>145</td>
<td>145</td>
<td>SY Drip Irrigation - Landscape Beds</td>
<td>$7.24</td>
<td>$1,055.56</td>
<td>$7.24</td>
<td>$1,055.60</td>
</tr>
<tr>
<td>3.12</td>
<td>133</td>
<td>0</td>
<td>EA Rainbird Root Watering System (2 per shade tree, 1 per ornamental)</td>
<td>$56.29</td>
<td>$7,883.57</td>
<td>$56.29</td>
<td>$0.00</td>
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<tr>
<td>3.11</td>
<td>5175</td>
<td>0</td>
<td>SY Irrigation - Permanent for Parking Lot &amp; Temporary for Bar Ditch</td>
<td>$2.82</td>
<td>$14,593.50</td>
<td>$2.82</td>
<td>$0.00</td>
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<tr>
<td>3.12</td>
<td>23325</td>
<td>23,325</td>
<td>SY Irrigation - Temporary for Park &amp; Trail Areas</td>
<td>$0.78</td>
<td>$18,193.50</td>
<td>$0.78</td>
<td>$18,193.50</td>
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<tr>
<td>3.13</td>
<td>21550</td>
<td>21,550</td>
<td>SY Irrigation - Permanent for Sports Fields</td>
<td>$2.81</td>
<td>$53,533.50</td>
<td>$2.81</td>
<td>$60,555.50</td>
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<tr>
<td>3.14</td>
<td>1</td>
<td>1</td>
<td>LS Miscellaneous Irrigation Appurtenances (controller, RPZ's, sensors, etc...)</td>
<td>$18,162.92</td>
<td>$18,162.92</td>
<td>$18,162.92</td>
<td>$18,162.92</td>
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<tr>
<td>3.15</td>
<td>1000</td>
<td>518</td>
<td>LF Irrigation Sleeve Allowance - Single 4&quot; SCH 40 PVC</td>
<td>$5.92</td>
<td>$5,920.00</td>
<td>$5.92</td>
<td>$3,066.56</td>
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**SUBTOTAL SCHEDULE NO. 3:**

$437,375.49 | $345,231.33

### BASE BID SCHEDULE NO. 4 (CONCESSION/RESTROOM/BLEACHERS/GRANDSTA)

<table>
<thead>
<tr>
<th>Item</th>
<th>Original</th>
<th>Revised</th>
<th>Description</th>
<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>1</td>
<td>1</td>
<td>LS Concession/Restroom (Foundation/Structure)</td>
<td>$345,983.45</td>
<td>$345,983.45</td>
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<tr>
<td>4.02</td>
<td>1</td>
<td>1</td>
<td>LS Concession/Restroom (Plumbing)</td>
<td>$77,953.95</td>
<td>$77,953.95</td>
<td></td>
<td></td>
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<tr>
<td>4.03</td>
<td>1</td>
<td>1</td>
<td>LS Concession/Restroom (Electrical)</td>
<td>$121,422.67</td>
<td>$121,422.67</td>
<td></td>
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<tr>
<td>4.04</td>
<td>1</td>
<td>1</td>
<td>LS Football Bleachers (Structure)</td>
<td>$26,947.95</td>
<td>$26,947.95</td>
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<td></td>
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<tr>
<td>4.05</td>
<td>1</td>
<td>0</td>
<td>LS Football Bleacher (Aluminum Seating, 810 ft.)</td>
<td>$6,586.37</td>
<td>$6,586.37</td>
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</tbody>
</table>

**SUBTOTAL SCHEDULE NO. 4:**

$676,800.71 | $668,173.79

### BASE BID SCHEDULE NO. 5 (SITE ELECTRICAL)

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>1</td>
<td>1</td>
<td>LS Sports Field Lighting Installation (includes all electrical work and installation of Musco Lichline System Materials provided by owner/installed by contractor)</td>
<td>$88,346.16</td>
<td>$88,346.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.02</td>
<td>1</td>
<td>1</td>
<td>LS Site Electrical (includes but not limited to all site electrical, lighting, scoreboards, etc. other than concession/restroom building, football bleachers and sports field lighting)</td>
<td>$126,575.60</td>
<td>$126,575.60</td>
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<td></td>
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</tbody>
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**SUBTOTAL SCHEDULE NO. 5:**

$214,921.76 | $214,921.76
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<thead>
<tr>
<th>Item</th>
<th>Original</th>
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<th>Description</th>
<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.01</td>
<td>1</td>
<td>1</td>
<td>Mobilization/General</td>
<td></td>
<td>$213,199.25</td>
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<td>$213,199.25</td>
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<tr>
<td>6.01</td>
<td>1</td>
<td>1</td>
<td>Requirements of Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.02</td>
<td>1</td>
<td>1</td>
<td>De-mobilization/General</td>
<td></td>
<td>$9,701.26</td>
<td></td>
<td>$9,701.26</td>
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<tr>
<td>6.03</td>
<td>1</td>
<td>1</td>
<td>Requirements of Contract</td>
<td></td>
<td>$2,479.21</td>
<td></td>
<td>$2,479.21</td>
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<tr>
<td></td>
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<td></td>
<td>Compliance with SWPPP</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SUBTOTAL SCHEDULE NO. 6:</td>
<td></td>
<td>$225,379.72</td>
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<td>$225,379.72</td>
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<tr>
<td></td>
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<td></td>
<td>TOTAL BASE BID (SCHEDULE 1 THROUGH 6)</td>
<td></td>
<td>$3,410,083.86</td>
<td></td>
<td>$2,677,194.42</td>
</tr>
</tbody>
</table>

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

T.R. Kennedy, President

Date
PERFORMANCE BOND

STATE OF TEXAS
CITY OF HUTTO, TEXAS

Know all Men By these Presents: That STR Constructors, Ltd. of the City Of Liberty Hill County of Williamson State of Texas as Principal, and Liberty Mutual Insurance Company a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Hutto, Texas (Owner), in the penal sum of Two Million Six Hundred U.S. Dollars ($ 2,677,194.42) U.S.) for the payment whereof, well and truly to be made the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents: Seventy Seven Thousand One Hundred Ninety Four Dollars and 42/100

The conditions of this Bond or such that, whereas, the Principal has entered into a certain written contract with the Owner, dated the ______ day of ______________, 2016, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, Therefore, The Condition of This Obligation Is Such, that is the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

Provided, however, that this bond is executed pursuant to the provisions of the Texas Government Code, Chapter 2253 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no extension of time, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such extension of time.

In Witness Whereof, the said Principal and Surety have signed and sealed this instrument this 21st day of June, 2016.

STR Constructors, Ltd.

By __________________________
Principal
Title __________________________
Address 15500 Hwy 29 W
Liberty Hill, Texas 78642

Liberty Mutual Insurance Company

By __________________________
Surety
Title __________________________
Address 2100 Ross Avenue, Suite 1400
Dallas, Texas 75201

The name and address of the Resident Agent of Surety is:

James W. Baughman
2100 Ross Avenue, Suite 1400, Dallas, Texas 75201

Note: A copy of the Surety Agent’s "Power of Attorney" must be attached hereto.
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James W. Baughman; Karen Carr, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: ____________________________
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 29th day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMUNWALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

By: ____________________________
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts - SECTION S. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2016.

By: ____________________________
Gregory W. Davenport, Assistant Secretary
PAYMENT BOND

STATE OF TEXAS

CITY OF HUTTO, TEXAS

Know all Men By These Presents: That STR Constructors, Ltd. of the City of Liberty Hill, County of Williamson, State of Texas, as Principal, and Liberty Mutual Insurance Company, a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Hutto, Texas (Owner), in the penal sum of Two Million Six Hundred U.S. Dollars ($2,677,194.42) U.S. for the payment whereof, well and truly to be made the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents: *Seventy Seven Thousand One Hundred Ninety Four and 42/100

The conditions of this Bond or such that, whereas, the Principal has entered into a certain written contract with the Owner, dated the ______ day of ______________, 2016, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, Therefore, The Condition of This Obligation Is Such, that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics and suppliers, all monies owed to them by said Principals for Subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of the improvement of said Agreement, then this obligation shall be and become null and void: otherwise to remain in full force and effect:

Provided, however, that this bond is executed pursuant to the provisions of the Texas Government Code, Chapter 2253 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no extension of time, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such extension of time.

In Witness Whereof, the said Principal and Surety have signed and sealed this instrument this
21st day of June, 2016.

STR Constructors, Ltd. Liberty Mutual Insurance Company
Principal Surety

By By

Title Title

Address Address
15500 Hwy 29 W 2100 Ross Avenue, Suite 1400
Liberty Hill, Texas 78642 Dallas, Texas 75201

The name and address of the Resident Agent of Surety is:

James W. Baughman

2100 Ross Avenue, Suite 1400, Dallas, Texas 75201

Note: A copy of the Surety Agent's "Power of Attorney" must be attached hereto.
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James W. Baughman; Karen Carr, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the President and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this, 29th day of January 2016.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 29th day of January 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June 2016.

By:  
Gregory W. Davenport, Assistant Secretary

LMS_12873_122013  86 of 250
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2016

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency Inc.
William Gammon Insurance
1615 Guadalupe
Austin TX 78701

CONTACT NAME: Ashley Enrique
PHONE (AIC, No. Exp): 817-349-2315
FAX (AIC, No. Exp): 817-349-6981
E-MAIL: aenrique@higginbotham.net

INSURED
STR Constructors, Ltd
Rick Kennedy
15500 Hwy 29 West
Liberty Hill TX 78642

CERTIFICATE NUMBER: 1147240319

COVERAGES

INSR. #  TYPE OF INSURANCE ADD'L/SUBR. INFO. WVR POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A  COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR CPP0020678 7/1/2015 7/1/2016 EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ex. occurrence) $100,000 MED EXP (Any one person) $15,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMP/OP AGG $2,000,000
X Ltd Wrsle Poll
GENL AGGREGATE LIMIT APPLIES PER:
POLICY X PROJECT LOC OTHER:
A  AUTOMOBILE LIABILITY ANY AUTO CA0030138 7/1/2015 7/1/2016 COMBINED SINGLE LIMIT (Ex. accident) $1,000,000 BODILY INJURY (Per person) $0 BODILY INJURY (Per accident) $0 PROPERTY DAMAGE (Per accident) $0
X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS
A  UMBRELLA LIAB OCCUR CLAIMS-MADE UMB0021382 7/1/2015 7/1/2016 EACH OCCURRENCE $5,000,000 AGGREGATE $5,000,000
X EXCESS LIABILITY
DED X RETENTION $10,000
A  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A WC00003276 7/1/2015 7/1/2016 E.L. EACH ACCIDENT $1,000,000 E.L. DISEASE - E.A. EMPLOYEE $1,000,000 E.L. DISEASE - POLICY LIMIT $1,000,000
X ANY PROPRTEOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy includes the Contractors First Choice Liability Endorsement which provides: Blanket Automatic Additional Insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status;
Blanket Primary And Non-Contributory to Other Insurance status only when there is a written contract between the insured and certificate holder that requires such status;
See Attached...

CERTIFICATE HOLDER
City of Hutto
401 W. Front Street
Hutto TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
Higginbotham Insurance Agency Inc.

STR Constructors, Ltd
Rick Kennedy
15500 Hwy 29 West
Liberty Hill TX 78642

Blanket automatic Waiver of Subrogation status only when there is a written contract between the insured and certificate holder that requires such status.

Policy includes the Auto First Choice Endorsement which provides: Blanket Automatic Additional Insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status;

Blanket Primary And Non-Contributory to Other Insurance status only when there is a written contract between the insured and certificate holder that requires such status;

Blanket automatic Waiver of Subrogation status only when there is a written contract between the insured and certificate holder that requires such status.

Worker's Compensation policy includes a blanket automatic waiver of subrogation status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status.

Project: Fritz Park Improvement Project
CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
   STR Constructors, Ltd.
   Liberty Hill, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
   City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
   000000
   General Contractor

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kennedy, T.R.</td>
<td>Liberty Hill, TX United States</td>
<td>X</td>
</tr>
</tbody>
</table>

5 Check only if there is NO Interested Party.  

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said T.R. Kennedy, this the 15th day of June.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.1021
<table>
<thead>
<tr>
<th>Hutto Fritz Park Improvements Bid Evaluation</th>
</tr>
</thead>
<tbody>
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<td></td>
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<tr>
<td><strong>ORIGINALLY SUBMITTED BID AMOUNTS 4/29/16</strong></td>
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<td>STR Constructors, Ltd.</td>
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<td>$3,410,083.85</td>
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<tr>
<td><strong>BASE BID AFTER CHANGED QUANTITIES &amp; DEDUCTIONS</strong></td>
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<td><strong>$2,677,194.42</strong></td>
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CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B.
AGENDA DATE: July 07, 2016

PRESENTED BY: Scot Stromsness, Director of Public Works

ITEM: Consideration and possible action on a resolution concerning a Grounds Maintenance and Right of Way mowing contract with Cat’s Landscape Services.

STRATEGIC GUIDE POLICY: Service Delivery

ITEM BACKGROUND:
Merit Landscape Services and Cat’s Landscape Services were contracted for mowing services in December 2013. The contract was split between both contractors based on bid amounts for specific areas in the city. In August of 2015, Merit Landscape requested an increase in the cost of mowing services by 25%. Based on the contract, a 25% increase was not permitted. At that point, Merit Choose to terminate their contract. With the City already contracting services with Cat’s Landscaping, staff asked the owner of Cat’s Landscape if they could fill the remainder of the contract that Merit terminated. Cat’s Landscape Services took it on from September of 2015 to the end of November 2015.

In October of 2015, City staff bid the mowing service out with a start date of December 2015. WCD Enterprises was the low bid. We checked references and were assured from WCD that they would be able to maintain the sites for the quoted price. The term of the contract was one year, with the entire mowing rebid Scheduled for December 2016. In April of 2016, WCD switched sub-contractors to take care of our mowing. At that point, services provided by WCD declined. City staff had a conference call with WCD in an effort to address the issues. In May 2016, we were still having issues with WCD and had one last meeting with them in an effort to resolve the issues. WCD tried to resolve the issues and finally realized that they would not be able to meet the standards of the contract and terminated the contract at the end of May. Cat’s Landscape Services has been temporarily taking on WCD’s portion of the contact and is ready and willing to take it over permanently until the contract is bid again at the end of November of 2016.

BUDGETARY AND FINANCIAL SUMMARY:
Cat’s Landscaping Service monthly rate - $6,991.25.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.
CITY ATTORNEY REVIEW:
The City Attorney previously approved the prior contract.

STAFF RECOMMENDATION:
Staff Recommends approval of the resolution.

SUPPORTING MATERIAL:
1. Resolution for Cat's Landscaping Services
2. Attachment A
3. Attachment B
4. Cat's Landscape Pricing
5. WCD Letter of Resignation
6. Cat's Landscaping Updated Contract
7. Signed Contract by Cat's Landscape Services
RESOLUTION NO.

A RESOLUTION OF THE CITY OF HUTTO, TEXAS AUTHORIZING AN AGREEMENT WITH CAT’S LANDSCAPE SERVICES, FOR GROUNDS MAINTENANCE AND RIGHT OF WAY MOWING.

WHEREAS, the City of Hutto (“City”) and Cat’s Landscape Services have a mutual intent and understandings with respect to mowing grounds and rights of way for the City, and

WHEREAS, the City recognizes the need for contact mowing services and Cat’s Landscape Services possesses the resources and expertise to deliver said services to the City, and

WHEREAS, the City and Cat’s landscape Services wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to mowing of grounds and rights of way for the City by Cat’s Landscape Services,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Cat’s Landscape Services.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 7th day of July, 2016.

CITY OF HUTTO, TEXAS

_________________________
Doug Gaul, Mayor

ATTEST:

_________________________
Seth Gipson, City Secretary
### ATTACHMENT A

**Request for Proposals 15-11 Grounds Maintenance and Right of Way Mowing**

**Property Listing**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Property Description</th>
<th>Approx. Acreage</th>
<th>Mow Common Areas</th>
<th>Mow/Edge around property</th>
<th>Trim &amp; Weedeat</th>
<th>General Tree Care</th>
<th>Weed Control</th>
<th>General Debris Disposal</th>
<th>Parking Lots &amp; Paths</th>
<th>Irrigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Brushy Creek Meadows Detention Pond</td>
<td>3.24</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
<td>X</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2</td>
<td>Enclaves Detention Pond</td>
<td>6.36</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
<td>X</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>3</td>
<td>Emory Farms Detention Pond</td>
<td>8.58</td>
<td>X</td>
<td>n/a</td>
<td>n/a</td>
<td>X</td>
<td>n/a</td>
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</tr>
<tr>
<td>4</td>
<td>Detention Pond behind 204 Lady Bug (Creek Bend Sub)</td>
<td>3.08</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
<td>X</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>5</td>
<td>North West Water Tower</td>
<td>1.27</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>n/a</td>
<td>X</td>
<td></td>
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<tr>
<td>6</td>
<td>Carl Stern Water Tower</td>
<td>1.00</td>
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<td>X</td>
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<td>X</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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<tr>
<td>7</td>
<td>Back side of Public Works Shop</td>
<td>1.21</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
<td>X</td>
<td>n/a</td>
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<tr>
<td>8</td>
<td>Country Estates ditch line and Brooke Street Detention pond</td>
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<td>n/a</td>
<td>n/a</td>
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<tr>
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<td>8.51</td>
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<tr>
<td>10</td>
<td>Shiloh Tank Yard</td>
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<td>X</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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<td>n/a</td>
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<tr>
<td>11</td>
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<td>X</td>
<td>n/a</td>
<td>X</td>
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<td>12</td>
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<td>n/a</td>
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<tr>
<td>13</td>
<td>Lakeside Lift Station</td>
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<td>X</td>
<td>n/a</td>
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<td>X</td>
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<td>14</td>
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<tr>
<td>15</td>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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<tr>
<td>16</td>
<td>Cr 132 ROW</td>
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<td>X</td>
<td>n/a</td>
<td>X</td>
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<tr>
<td>17</td>
<td>E. Austin Ave Alley</td>
<td>0.20</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
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<tr>
<td>18</td>
<td>Pecan Water Tower</td>
<td>0.31</td>
<td>X</td>
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<tr>
<td>19</td>
<td>Mow Alley between West street and Main Street across from Library</td>
<td>0.05</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
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<td>X</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>20</td>
<td>North Side of Carl Stern from Front street to N Pauley South Side from S. Pauley - Duck Crossing Sign</td>
<td>0.43</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
<td>N/A</td>
<td>n/a</td>
<td>n/a</td>
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<tr>
<td>21</td>
<td>1160 S From Telephone Pole East of Texaco North to the end of Privacy fence North of Evans St.</td>
<td>1.09</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
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<td>n/a</td>
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<tr>
<td><strong>OPTION 1</strong></td>
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<tr>
<td>22</td>
<td>Farley Street *mulch applied 2x per year</td>
<td>0.75</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</table>
## Request for Proposals 15-11 Grounds Maintenance and Right of Way Mowing

### Service Frequency

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Property Description</th>
<th>Approx. Acreage</th>
<th>Bi-Weekly Service</th>
<th>Monthly Service</th>
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<tr>
<td>20</td>
<td>North side of Carl Stern from Front St, and PauleySouth Side Form S. Pauley - Duck crossing Sign between sidewalk and Street</td>
<td>0.43</td>
<td>X</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>21</td>
<td>1160 S From Telephone Pole East of Texaco North to the end of Privacy fence North of Evans St.</td>
<td>1.09</td>
<td>X</td>
<td>n/a</td>
<td>n/a</td>
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OPTION 1

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<tbody>
<tr>
<td>22</td>
<td>Farley Street *mulch applied 2x per year</td>
<td>0.75</td>
<td>X</td>
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<td>n/a</td>
</tr>
</tbody>
</table>

*X = service requested*
**BIL TO**  
Donnie Kaase  
City of Hutto  
ATTN: Donnie Kaase  
401-A West Front Street  
Hutto, TX  78634

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<td>Maintenance C</td>
<td>1</td>
<td>6,991.25</td>
<td>6,991.25</td>
</tr>
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</table>

**TOTAL DUE**  
$6,991.25

THANK YOU.
May 31, 2016

Mr. William Hutchinson
City of Hutto
401 W. Front Street
Hutto, TX  78634

SUB: TERMINATION OF CONTRACT MOWING

Dear William:

After a lengthy discussion with Philip, we have decided we will be unable to accomplish the mowing of this contract. Philip put a plan of action together on Friday, but contacted me on Sunday after making a decision to down-size his mowing schedule.

William, we appreciate the patience that the City of Hutto has extended to us and apologize for any inconvenience this has caused. Again thank you for the opportunity.

Regards,

WCD Enterprises, LLC

Wes Dryden
CITY OF HUTTO AGREEMENT
FOR GROUNDS MAINTENANCE AND
RIGHT OF WAY MOWING SERVICES FROM
Cat’s Landscaping

STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF HUTTO

KNOW ALL BY THESE PRESENTS:

That this Agreement for provision of Grounds Maintenance and Right of Way Mowing (referred to hereinafter as the “Agreement”) is made and entered into on this the 7th day of the month of July, 2016, by and between the CITY OF HUTTO, TEXAS, a home-rule municipality whose offices are located at 401 W. Front Street, Hutto, Texas 78634 (referred to hereinafter as the “City”), and Cat’s Landscape Services, P.O. Box 2266, Pflugerville, Texas 78961 (referred to herein as the “Vendor”). This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase services for Grounds Maintenance and Right of Way Mowing, and City desires to purchase same from Vendor; and

WHEREAS, Vendor has agreed to provide said services per a fee schedule negotiated with the City, and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. Agreement means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods/services and Vendor is obligated to sell same. The Agreement includes the following: (a) the contract award; and (b) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

(1) This Agreement;
B. **City** means the City of Hutto, Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** means the specified service level and frequency identified in Attachments “A” and “B” to the specification.

F. **Vendor** means Cat’s Landscaping Services or any of its successors or assigns.

2.01 **EFFECTIVE DATE, DURATION, AND TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for a twelve-month period of time from the date of award. After that term, this Agreement may be renewed for successive terms of twelve (12) months each, not to exceed in the aggregate two (2) such renewals, with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely predicated upon the express written agreement of both parties. Such renewals are permitted only provided Vendor has performed each and every contractual obligation specified in this original Agreement.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit “unit price” adjustments upwards only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at [http://stats.bls.gov/ppi/home.htm](http://stats.bls.gov/ppi/home.htm). Any price increase shall be requested by Vendor in writing and accompanied by the appropriate documentation to justify the requested increase. Vendor may offer price decreases in excess of the allowable percentage change.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 **CONTRACT DOCUMENTS AND EXHIBITS**

The services which are the subject matter of this Agreement are described in Exhibit “A” and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.
4.01  ITEMS AWARDED

Specified line item bids on Exhibit “A” are awarded to Vendor.

5.01  COSTS

Bid costs listed on Exhibit “A” shall be the basis of any charges collected by Vendor.

6.01  INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;
B. Purchase Order Number;
C. Description and quantity of items received; and
D. Delivery dates.

7.01  NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01  PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.
9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor’s charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY’S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Scott Stromsness
Public Works Director
401 W. Front Street
Hutto, Texas 78634
512-759-4049

13.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party’s intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

14.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods/services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the goods/service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
Vendor shall be declared in default of this Agreement if it does any of the following:

A. Fails to make any payment in full when due;
B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

15.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

16.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

17.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES
Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Hutto, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

18.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

19.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

A. When delivered personally to the recipient’s address as stated in this Agreement; or

B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

Notice to Vendor:  
Cat’s Landscaping  
PO Box 2266  
Pflugerville, TX 78961

Notice to City:  
City of Hutto  
Randy Barker, General Services Director  
401 W. Front Street  
Hutto, TX 78634

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

20.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Hutto, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

22.01 DISPUTE RESOLUTION

If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party’s senior management. If the parties cannot
reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

23.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor’s failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City’s additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

CITY OF HUTTO, TEXAS

By: ____________________________
Printed Name: Doug Gaul
Title: Mayor
Date Signed: ____________________

CAT’S LANDSCAPING SERVICES

By: ____________________________
Printed Name: ____________________
Title: ____________________________
Date Signed: ____________________
24.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

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IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

CITY OF HUTTO, TEXAS

By: __________________________
Printed Name: Doug Gaul
Title: Mayor
Date Signed: __________________________

CAT’S LANDSCAPING SERVICES

By: __________________________
Printed Name: Lee Bullard
Title: President
Date Signed: 6.26.16
AGENDA ITEM NO.: 10C.  AGENDA DATE: July 07, 2016

PRESENTED BY: Scot Stromsness, Director of Public Works

ITEM: Consideration and possible action on a resolution concerning a contract with Chasco Contractors for the repair and restoration of roadway located near 2400 Innovation Blvd.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND: On May 28, 2016, a vehicle traveling on Innovation Blvd lost control and struck a fire hydrant belonging to the City of Hutto. When the fire hydrant was hit by the vehicle, the force of the incident broke the water line that supplied the fire hydrant with water. The force of water lifted the pavement and eroded the road base material under the asphalt. Public works on-call employees were dispatched to the scene and were able to isolate the damaged section of pipe. Chasco Contractors had the lowest bid at $77,415.00 to repair the road as well as the curb and gutter section that was washed out during the event.

BUDGETARY AND FINANCIAL SUMMARY: Contractor Bid - $77,415.00

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

SUPPORTING MATERIAL: 1. Innovation Blvd Repair Resolution 2. Chasco Contractors Bid
RESOLUTION NO.

A RESOLUTION OF THE CITY OF HUTTO, TEXAS AUTHORIZING AN AGREEMENT WITH CHASCO CONTRACTORS, FOR REPAIRING AND REBUILDING THE ROAD NEAR 2400 INNOVATION BLVD.

WHEREAS, the City of Hutto (“City”) and Chasco Contractors have a mutual intent and understandings with respect to repairing and rebuilding Innovation Blvd the City, and

WHEREAS, the City recognizes the need for repairing and rebuilding Innovation Blvd after the damage that was sustained and Chasco Contractors possesses the resources and expertise to deliver said services to the City, and

WHEREAS, the City and Chasco Contractors wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to repairing and rebuilding of road way near 2400 Innovation Blvd.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Chasco Contractors.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 7th day of July, 2016.

CITY OF HUTTO, TEXAS

____________________________
Doug Gaul, Mayor

ATTEST:

____________________________
Seth Gipson, City Secretary
Innovation Blvd. Repair Bid.

Please provide labor, equipment, bonding, insurance, and material for the above mentioned project.

<table>
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<tr>
<th>Items</th>
<th>QTY</th>
<th>Unit</th>
<th>Total</th>
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<tbody>
<tr>
<td>Remove and replace 6” asphalt</td>
<td>230</td>
<td>Ton</td>
<td>43,700</td>
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<tr>
<td>Remove and replace curb and gutter</td>
<td>60</td>
<td>LF</td>
<td>2,000</td>
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<td>Backfill water line (provide gravel, base and fill)</td>
<td>1</td>
<td>LS</td>
<td>5,100</td>
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<td>Rework and or replace base under damaged pavement</td>
<td>1</td>
<td>LS</td>
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<td>Install thermoplastic 4” Stripping, and buttons</td>
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<td>LF</td>
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<tr>
<td>Traffic Control</td>
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<td>LS</td>
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</table>

$77,415

The City of Hutto appreciates your interest in this work. Once the bid has been accepted, we would like the work to start within three business days. The work must continue till it is complete. The winning bidder will have 7 days to complete the work and will get acceptance within 14 days. Contractor must provide a performance bond and a 2 year maintenance bond. The City will be providing the inspection and testing. All communication for this project will be through the Engineering Department. You may contact Emily Truman, City Engineer, at 512-759-4022 or Anthony Host, Construction Inspection Supervisor, at 512-759-4025. The City of Hutto Standard Details and City of Georgetown Specification and Details will be used. No Change Order work will be done without written City Engineer’s Approval.

[Signature]

CHASCO
CONSTRUCTORS
Consideration and possible action on a resolution establishing a General Obligation Bond Election Committee, for the City of Hutto, Texas to review potential municipal projects that include but are not limited to street and drainage improvements, park improvements and municipal facilities and to make recommendations to the City Council regarding a proposed bond election to be held on May 6, 2017.

STRATEGIC GUIDE POLICY:  Fiscal and Budgetary

ITEM BACKGROUND:
The last City of Hutto Bond Election was held in 2009. The City will have issued all of the authorized bonds by the end of the fiscal year, pending Council approval.

At the City Council retreat, staff was directed to begin the steps necessary to form a new bond election committee to evaluate projects and funding for consideration for a May 2017 referendum. The next step in the process will be to form a bond election committee of up to fifteen (15) community members to evaluate potential projects and recommend ballot propositions to the City Council for approval in time to call an election for May 2017.

Following the establishment of the committee, the City will advertise for volunteers and at a future meeting the City Council will finalize the committee appointments.

BUDGETARY AND FINANCIAL SUMMARY:
There is no anticipated cost with forming a bond committee other than administrative costs of printing, supplies, etc.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

**SUPPORTING MATERIAL:**
1. Resolution - Bond Election Committee
RESOLUTION NO.

A RESOLUTION ESTABLISHING A GENERAL OBLIGATION BOND ELECTION COMMITTEE FOR THE CITY OF HUTTO, TEXAS; TO REVIEW POTENTIAL MUNICIPAL PROJECTS THAT INCLUDE BUT ARE NOT LIMITED TO STREET AND DRAINAGE IMPROVEMENTS, PARK IMPROVEMENTS AND MUNICIPAL FACILITIES; AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL REGARDING A PROPOSED BOND ELECTION TO BE HELD ON May 6, 2017.

WHEREAS, the City of Hutto, Texas, is evaluating a municipal bond referendum to finance capital projects possibly including, but not limited to, street and drainage improvements, parks improvements, and municipal facilities; and

WHEREAS, the City Council wishes to form a bond committee of no more than fifteen (15) members of the Hutto community to provide guidance on projects to consider and ballot structure for a potential general obligation bond referendum.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby establishes a bond committee to review potential projects and make a recommendation to the City Council regarding projects and election ballot organization.

RESOLVED on this the 7th day of the month of July, 2016.

CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 11A.  AGENDA DATE: July 07, 2016

PRESENTED BY: Micah Grau, Interim City Manager

ITEM: Work session on a proposal from the YMCA of Greater Williamson County to jointly develop recreation fields to serve the Hutto community.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
Sport fields continue to be a need in this community as youth and adults search for recreation and athletic opportunities. Creating additional soccer and baseball/softball fields was ranked as a high priority in the 2015 adopted Parks Master Plan.

The YMCA of Greater Williamson County first approached the City in 2014 to discuss a partnership to jointly develop sport fields located along Innovation Blvd. At that time, the City Council was unable to provide a direct monetary contribution to the project. Staff continued to work with the YMCA and has developed a Memorandum of Understanding with the YMCA to construct the fields. The City can pursue a Local Parks Non-Urban Recreation grant totaling $500,000 from the Texas Parks and Wildlife to match a contribution from the YMCA of $500,000 to build additional sport fields.

The work session will provide an update to the City Council on the proposed Memorandum of Understanding and time frame for the project.

BUDGETARY AND FINANCIAL SUMMARY:
If approved at a later date, the City would pursue a $500,000 grant from Texas Parks and Wildlife to construct sport fields on an 11-acre site located on Innovation Blvd. The YMCA would provide the grant match of $500,000.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Parks Advisory Board has recommended that the City pursue a Texas Parks and Wildlife grant for this project. The Board will consider the Memorandum of Understanding at their meeting on July 13.

CITY ATTORNEY REVIEW:
The City Attorney has reviewed the Memorandum of Understanding.
STAFF RECOMMENDATION:
Not applicable.

SUPPORTING MATERIAL:
There are no supporting documents.