



City of Hutto

Agenda

Parks Advisory Board

Wednesday, October 18, 2023 at 6:30 PM

Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. AGENDA ITEMS

- 4.1. Consideration and possible action on approving the minutes from September 13, 2023.
- 4.2. Consideration and possible action on recommending an agreement for Lighting at Mager Fields with Musco Sports Lighting, LLC.
- 4.3. Discussion and possible action on approving an Interlocal Agreement with Hutto Independent School District.
- 4.4. Discussion and possible action on Veteran's Memorial.
- 4.5. Discussion and possible action on appointing Fritz Park parent committee members.

5. OTHER BUSINESS

- 5.1. Discussion on Parks and Recreation projects
- 5.2. Discussion on potential Fritz Park amenities (Pickleball, Pump Track, Skate Park, or Dog Park)

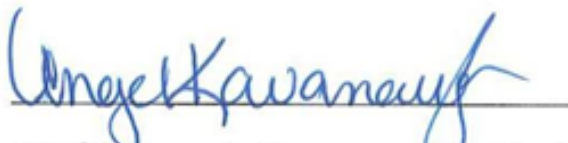
6. DIRECTOR'S REPORT

7. ADJOURNMENT

8. CERTIFICATION

I certify that this notice of the October 18, 2023 Hutto Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on October 13, 2023 at 5:00 P.M.




Angel Kavanaugh, Management Assistant

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made

48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT

4.1.



To: Parks Advisory Board
Subject: Consideration and possible action on approving the minutes from September 13, 2023.
Meeting: Wednesday, October 18, 2023
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Parks Advisory Board Minutes 9.13.2023



City of Hutto

Minutes

Parks Advisory Board

Wednesday, September 13, 2023 at 6:30 PM

City Council Chambers

1. CALL SESSION TO ORDER

The Meeting called to order at 6:32 PM.

2. ROLL CALL

The members of the Parks Advisory Board in attendance were: Perry Savard, Katie Weiss, Sharon Dyer, Charlotte Tyer, Cory Denena,

3. PUBLIC COMMENT

4. AGENDA ITEMS

4.1. Introduction of new City Council liaison

Welcome Dana Wilcott Council Liason

4.2. Consideration and possible action on approving the minutes from August 9, 2023.

A motion was made by Board Member Sharon Dyer to accept the meeting minutes from the regular scheduled Parks advisory board meeting held on August 9, 2023, seconded by Cory Denena. The motion passed 5 Ayes to 0 Nays.

4.3. Discussion and possible action on recommending an amendment to Section A1.004 of the Fee Schedule.

A motion was made by Board member to accept the amendment to section A1.004 of the fee schedule, seconded by Board Member Motion passed 5 Ayes to 0 Nays

4.4. Discussion and possible action regarding signage at Adam Orgain Park

A motion was made by Board member Sharon Dyer to approve the signage at Adam Orgain Park, with changes of font size and switching City of Hutto and Park Name, seconded by Board Member Charlotte Tyer. Motion passed 5 Ayes to 0 Nays

4.5. Discussion and possible action on Veteran's Memorial.

Staff updated Board members on the color of marble for the memorial; white, pink or black marble.

5. OTHER BUSINESS

5.1. Discussion on Parks Board liaison recommendations.

no action

5.2. Discussion and update on Fritz Park redesign.

staff updated Board on status

5.3. Discussion on Parks and Recreation FY 24 budget and the 5-year Capital Improvement Plan.

Staff updated the board on the budget

6. ADJOURNMENT

The meeting was adjourned at 7:53 pm

7. CERTIFICATION

I certify that this notice of the September 13, 2023 Hutto Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on September 8, 2023 at 5:00 P.M.

Parks Advisory Chair

AGENDA ITEM REPORT

4.2.



To: City Council
Subject: Consideration and possible action on recommending an agreement for Lighting at Mager Fields with Musco Sports Lighting, LLC.
Meeting: Wednesday, October 18, 2023
Department: Community Services /
Staff Contact:

BACKGROUND INFORMATION:

Approved within the FY 24 CIP budget as Project P04-2024.

The purpose of this proposal is to upgrade the lighting at Mager Fields by installing modern LED lights and new poles. The current lighting system, which dates back to 1993, relies on outdated bulbs, making it challenging to find replacement parts and causing excessive energy consumption. The procurement for this project, done through the Buyboard bid (677-22), includes all necessary materials and labor.

The bid specifications include galvanized steel poles with pre-cast concrete bases that have integrated lightning grounding. It also features factory-wired and tested remote electrical components, a player-activated pushbutton control system with timed on/off functionality, the Control-Link phone app, and a monitoring system that allows staff remote access for lighting control. Additionally, the bid comes with round-the-clock customer support and an extensive 25-year warranty that covers both materials and products.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Mager Fields relight
2. Mager Tball

Project: Hutto Baseball Fields
Hutto, TX
Reference: 191734
Date: October 3, 2023
Expiration Date: November 3, 2023

BuyBoard
Master Project: 218434, Contract Number: 677-22, Expiration: 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Softball Field Lighting (Field 1 and Field 2- 200' radius)\$220,800.00

*Quote is confidential. Sales tax is not included. Pricing and lead times are effective for 30 days only.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 foot-candles infield and 30 foot-candles. Guaranteed uniformities of 2:1 infield and 2.5:1 outfield.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

SportsCluster® system Description

- 6 - Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs on Musco manufactured product for 25 years.



Installation Services Provided

See scope of work below.

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:

BuyBoard purchase – Contract Number: 677-22

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Installation timing of product is dependent on availability of Musco's subcontractor.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and phase to be confirmed prior to production.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system by a licensed contractor.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brant Troutman
Texas Field Sales Representative
Musco Sports Lighting, LLC
Phone: 512-914-9500
E-mail: brant.troutman@musco.com



**Hutto Baseball Fields
Hutto, TX
Retrofit Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on six (6) poles
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and $\frac{5}{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control System:

1. Provide labor, equipment, and materials to install one (1) 24" x 72" Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
 - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
 - i. Jobsite shall be policed daily for compliance to the above conditions.



- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



Project: Mager T-Ball Field
Hutto, TX
Ref: 218562
Date: October 3, 2023
Expiration Date: December 3, 2023

BuyBoard
Master Project: 218434, Contract Number: 677-22, Expiration: 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Mager T-Ball Field Lighting – 80’/95’/80’\$78,500.00

*Quote is confidential. Sales tax is not included. Pricing and lead times are effective for 60 days only.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

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

Guaranteed Lighting Performance

- Guaranteed light levels of 30 foot-candles

Light-Structure System™ Description

- 2 - Pre-cast concrete bases with integrated lightning grounding
- 2 - Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 2 - Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Installation Services Provided

See scope of work below.



Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22**

Delivery Timing

Approximately 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and phase to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brant Troutman
Texas Field Sales Representative
Musco Sports Lighting, LLC
Phone: 512-914-9500
E-mail: brant.troutman@musco.com



City of Hutton – Hutto Mager T-Ball Field
Hutto, TX
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report or soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.



10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install two (2) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect two (2) 50' dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install one (1) 24" x 48" Musco control and monitoring cabinet (voltage & phase to be confirmed) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
- 2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
 - a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
- 3. PROVIDING A QUALITY INSTALLATION TEAM.
 - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



AGENDA ITEM REPORT

4.3.



To: Parks Advisory Board
Subject: Discussion and possible action on approving an Interlocal Agreement with Hutto Independent School District.
Meeting: Wednesday, October 18, 2023
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

The City of Hutto and Hutto Independent School District wish to renew of an Interlocal Agreement (ILA) for joint Facilities and Emergency Planning. An ILA is a formal agreement between two government entities, whether state or local. The Texas Government Code, specifically Chapter 791, the Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011, authorizes local governments to collaborate in providing various government functions and services, encompassing activities such as parks and recreation programs, community gatherings, and shared usage of specific HISD and City facilities.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2023.ILA.draft.v3

RESOLUTION 2023-XXX

**A RESOLUTION AUTHORIZING THE CITY OF HUTTO, TEXAS
AUTHORIZING AN INTERLOCAL FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT.**

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011 allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the Parties desire to contract with each other for recreational programs, relevant meetings, emergency preparedness and response, or community events for the use of certain HISD facilities and equipment by the City and certain City facilities by HISD; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

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

That the City Council authorizes the City Manager to enter into an Interlocal Facilities Use Agreement between the City of Hutto and the Hutto Independent School District.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the ___ day of _____, 2023.

**INTERLOCAL FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT FOR RECREATIONAL
PROGRAMS AND USE OF FACILITIES.**

RECITALS

This Interlocal Agreement (the “**Agreement**”), effective this _____ day of _____, 2023 (“**Effective Date**”) is made and entered into by and between the CITY OF HUTTO, TEXAS (the “**City**”), a home rule municipal corporation of the State of Texas, and the HUTTO INDEPENDENT SCHOOL DISTRICT (the “**HISD**”), and a political subdivision of the State of Texas. The City and HISD are herein referred to as “**Party**” individually, or jointly, the “**Parties.**”

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.011 allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the Parties desire to contract with each other for recreational programs, emergency and disaster planning and response, relevant meetings, or community events and use of certain HISD facilities by the City and certain City facilities by HISD; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

The Parties hereby adopt the recitals as true and correct and incorporate them herein.

2. AUTHORITY

This Agreement is entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement and this Agreement shall be interpreted in accordance with the Act.

3. PURPOSE

The purpose of this Agreement is to provide for the use by the City of certain facilities owned by HISD and use by HISD of certain facilities owned by the City for Parks and Recreation programs.

4. TERM

4.1 The term of this Agreement shall be in effect for an initial term of one (1) year, starting January 1, 2024 through December 31, 2024, after which it will automatically renew for up to four (4) additional one-year periods unless: (a) a Party provides the other Party with written notice of the intention not to renew the Agreement thirty (30) days prior to the end of the then-current year term; or (b) terminated as provided below.

4.2 Termination. Either Party may terminate this Agreement at any time upon having provided the other Party with written notice thirty (30) days prior to the termination date.

5. OBLIGATIONS OF HISD

5.1 HISD shall pay the following fees for the use of specific city owned facilities:

5.1.1 Fritz Park Pavilion	\$ No fee
5.1.2 Hutto Lake Park Pavilion	\$ No fee
5.1.3 Hutto Community Pavilion	\$ No fee
5.1.4 Adam Orgain Park Pavilion A	\$ No fee
5.1.5 Adam Orgain Park Pavilion B	\$ No fee
5.1.6 Brushy Creek Amphitheater	\$ No fee
5.1.7 Glenwood Splash Pad	\$ No fee
5.1.8 Holmstrom Field	\$ No fee
5.1.9 Nguyen Football Field	\$ No fee
5.1.10 Baseball/Athletic Fields	\$ No fee
5.1.11 Any new facilities added during contract	\$ No fee
5.1.12 Staff	\$ 25 per hour

All security deposit fees waived for HISD

5.2 The City shall provide access and use of facilities listed in 5.1.1 through 5.1.11 for use by HISD for related sporting events, staff retreats, and special programs. Additionally, HISD agrees to abide by the general guidelines of the use of facilities. HISD agrees to pay the \$25 per hour rate for set-up and all related personnel costs for use of these facilities during HISD usage.

6. OBLIGATIONS OF THE CITY

6.1 The City shall pay the following fees for the use of specific HISD-owned facilities for recreation programs:

6.1.1 Elementary School Gyms	\$ No fee
6.1.2 Middle School Gyms	\$ No fee
6.1.3 Elementary Campus (Camps & Events)	\$ No fee
6.1.4 Middle School Track	\$ No fee
6.1.5 High School Track	\$ No fee
6.1.6 Parking Lots (Special Events)	\$ No fee
6.1.7 Transportation Facility Training Room	\$ No fee
6.1.8 Bus Transportation	\$ 25 per hour + \$1.70 per mile
6.1.9 Staff	\$ 25 per hour
6.1.10 Agriculture “Barn”	

All security deposits will be waived for the City

6.2 Camps will include access to the gym and cafeteria during the following:

Spring Break Camp – 1 campus during spring break week.

Fall Break Camp – 1 campus during the fall break

Thanksgiving Camp – 1 campus during the Thanksgiving Holiday.

Winter Break Camp – 1 campus during the two-week school break.

Summer Camp – 1 campus from June through mid-August.

6.3 HISD shall provide access and use of facilities listed in 6.1.1 through 6.1.7 for use by City for related sporting events, camps, and special programs. Additionally, the City agrees to abide by the general guidelines of the use of facilities. The City agrees to pay the \$25 per hour rate for set-up and all personnel costs for the use of these facilities during City usage.

6.4 The City will reserve events through the district’s facility reservation process in advance of advertising the events or using the facilities. The use of facilities will be scheduled for a specific start and end time. Variation of these scheduled times shall be requested in advance of the event. As facilities become available, consideration will be given for additional facility use based on program growth.

7. Emergency Operations Center

7.1 Purpose and Situation Overview

7.1.1 The Purpose and Situation Overview is to set forth a foundation for mutual support and collaborative Emergency Operations planning to address threats and hazards that pose a risk to our schools and to our community.

7.1.2 While Hutto ISD is equipped, through their all-hazard and emergency operations planning to address a variety of threats and hazards, Hutto ISD acknowledges there are

dependencies on a variety of local and regional response agencies outside of existing capabilities and capacities.

7.1.3 In the spirit of mutual interests and ~~national~~ preparedness efforts as mandated by State and Federal law, Hutto ISD and the City of Hutto Department of Emergency Management (HDEM), both entities will work collaboratively in all relevant areas of planning, prevention, response, and recovery.

7.1.4 Both entities plan for and execute response and recovery activities through the respective Emergency Operations Plans (EOP) using the concepts and principles of the National Incident Management System (NIMS) and the National Response Framework (NRF). A key component for both entities is the use of Incident Command System (ICS), as a standardized approach for Incident Management.

7.2 Concept of Operations

7.2.1 The goal of both entities is to customize a Concept of Operations between Hutto ISD and the City of Hutto to provide authorizations accordingly.

7.2.2 Identify authorizations and delegated authorities.

7.2.3 Describe the process by which the school coordinates and partners with the HDEM – including identifying district resources and response responsibilities/capabilities.

7.2.4 Explain that the primary purpose of actions taken before an emergency by Hutto ISD (as requested by the City of Hutto) is to prevent, protect from, and mitigate the impact on life or property and assign district personnel as liaisons to HDEM planning.

7.2.5 Explain that the primary purpose of actions taken during an emergency by Hutto ISD (as requested by the City of Hutto) is to respond to the emergency and minimize its impact on life or property with district resources and personnel.

7.2.6 Explain that the primary purpose of actions taken after an emergency Hutto ISD (as requested by the City of Hutto) is to recover from its impact on life or property with district resources and personnel.

7.2.7 Inherent to the Concept of Operations are the respective areas identified in corresponding EOP's that should be referenced as part of an Interlocal Agreement and may include, but are not limited to:

- Direction, Control, Coordination
- Information and Analysis
- Comprehensive Needs Assessment Training and Exercises
- Administration, Finance, and Logistics
- Mutual Planning and Maintenance of SOP's
- Authorities and References
- Relevant, Functional Annexes and Emergency Support Functions (ESF)
- Communications

7.3 Hutto ISD Resources

7.3.1 Generally, taxpayer-funded, school district resources are reserved to support the educational mission of the district and as such, for there to be a process of mutual support and collaboration, the district and the School Board must consider the following, which will also need reciprocal considerations by the City Council and City of Hutto Admin:

A) If there is a regional threat or hazard, but school operations are not affected, there could be limited access to district resources and personnel.

B) “Gift of Public Funds” any use of taxpayer-funded resources and personnel must overcome this statutory hurdle, so any interlocal agreement should consider both authorizations and where appropriate, reimbursement costs.

8. LIABILITY

8.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

8.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed to hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

9. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service and addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Hutto

Attention: James R Earp
City Manager

Attention: Jeff White
Director of Parks and Recreation
500 West Live Oak Street
Hutto, Texas 78634

With a Copy to:

Attention: City Secretary's Office
City Secretary
500 West Live Oak Street
Hutto, Texas 78634

Hutto Independent School District

Attention:

Dr. Raul Pena, Superintendent
Attention:
Henry Gideon, Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

9. BREACH

Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein.

10. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the senior management of the City and HISD. Any disputes regarding this Agreement that cannot be resolved among the Parties shall go through the arbitration and mediation process.
- b. Any dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute, or breach.

- c. This Agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The arbitration shall be conducted in Williamson County, Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator(s) are appointed. The arbitrator(s) may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- d. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful Party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section shall survive the termination or cancellation of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

11.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

11.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

11.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God,

acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

11.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties, or their authorized representative.

11.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

11.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

11.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

11.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

11.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable, and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

11.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

11.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

11.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

[Signatures on the following page.]

DRAFT

APPROVED AS TO FORM

By: _____

Print: _____

Title: _____

By: _____

Attorney for the City of Hutto

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Print: _____

Title: _____

DRAFT

AGENDA ITEM REPORT

4.4.



To: Parks Advisory Board
Subject: Discussion and possible action on Veteran's Memorial.
Meeting: Wednesday, October 18, 2023
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

County Commissioner Russ Boles has requested the Parks and Recreation Department examine the option of adding a Veteran's Memorial in Hutto. The original concept was for Williamson County to design a few options and then have the Parks Board decide on a location. This direction changed in the summer of 2022.

Staff presented this item for discussion at the May 4th, 2023 City Council Work Session. Funding was approved in FY 24 budget.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

4.5.



To: Parks Advisory Board
Subject: Discussion and possible action on appointing Fritz Park parent committee members.
Meeting: Wednesday, October 18, 2023
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

The Hutto Park and Recreation Department is actively looking for volunteers who are willing to join a committee aimed at aiding in the choice of a new playground for children aged 2-5, another for those aged 5-12, and a splash pad at Fritz Park.

The objective of this group is to support the Hutto Parks and Recreation and Parks Advisory Board in choosing a playground and splash pad for Fritz Park by engaging in brainstorming, conducting research, and providing feedback.

Project meeting dates will be October 19-November 30

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

5.1.



To: Parks Advisory Board
Subject: Discussion on Parks and Recreation projects
Meeting: Wednesday, October 18, 2023
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

Project List for FY 2024

Hutto Lake Park Dock Replacement
Replace Fencing at Fritz Tennis Courts
Field Lighting
Trail Extension at Adam Orgain Park
Adam Orgain Restroom
ZapStand (AED) at Mager Fields
Trail Expansion from Cross Creek to Creekside
Trail Lighting
Security Cameras at multiple parks
Pickleball Courts
Brushy Creek Amphitheater Improvements
Veterans Memorial
Fritz Park
Bottle filler drinking fountain at Hutto Lake and Mager.
Parking Lot and Fireline re-striping at Adam Orgain
Light poles around Hutto Community

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

5.1.



AGENDA ITEM REPORT

5.2.



To: Parks Advisory Board
Subject: Discussion on potential Fritz Park amenities (Pickleball, Pump Track, Skate Park, or Dog Park)
Meeting: Wednesday, October 18, 2023
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

The Fritz Park redesign calls for a space for an additional recreation component.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None