

# HEWITT TEXAS

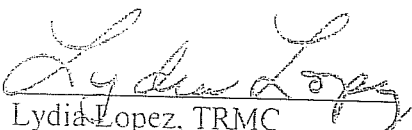
## NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a Dinner Workshop meeting of the governing body of the City of Hewitt will be held on the 20th day of May, 2013 at 5:30 PM in Hewitt City Hall, 105 Tampico Drive, Hewitt, Texas, at which time the following subjects will be discussed:

1. City Manager's update on municipal business:
  - a. Report from City Engineer including review and discussion of Capital Improvement Projects
  - b. Briefing and discussion concerning disc golf course project
  - c. Briefing and discussion concerning Hewitt Dog Days of Summer Canine Event – June 15, 2013
  - d. Public Safety Fire & Police
  - e. Briefing and discussion concerning FY 2013-2014 Budget
2. Review regular meeting agenda items.
3. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 3:00 AM/PM on May 16, 2013.

CITY OF HEWITT

  
Lydia Lopez, TRMC  
City Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact the Hewitt City Secretary at (254) 666-6171 at least 24 hours prior to the meeting, so that appropriate arrangements can be made.

# HEWITT TEXAS

## NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a Regular meeting of the governing body of the City of Hewitt will be held on the 20th day of May, 2013 at 7:00 PM in the City Council Room at Hewitt City Hall, 105 Tampico Drive, Hewitt, Texas, at which time the following subjects will be discussed:

1. Consider approval of minutes of the City Council Dinner Workshop/Regular Meeting of May 6, 2013.
2. Canvass election returns of the City General Election of May 11, 2013.
3. Consider and take appropriate action on a resolution declaring the results of the City General Election of May 11, 2013.
4. Administer Oath of Office and issue Certificates of Election to Council Members.
5. Special presentation and recognition of outgoing Council Members.
6. Consider and take appropriate action on the designation of Mayor.
7. Consider and take appropriate action on the designation of Mayor Pro Tem.
8. Hear visitors on matters pertaining to city business.
9. Consider approval of revised policies and procedures for use of the Hewitt Meeting and Event Center.
10. Consider approval of a resolution approving an agreement between the State of Texas and the City of Hewitt for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of Hewitt.
11. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 3:00 AM/PM on May 16, 2013.

CITY OF HEWITT

  
Lydia Lopez, TRMC  
City Secretary

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# HEWITT TEXAS II

WORKSHOP ITEM 1 e.

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## BUDGET CALENDAR 2013-2014

### BUDGET CREATION BEGINS

| Date                                                                | Required Activity                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5/8                                                                 | <b>BUDGET KICK-OFF</b>                                                                                                                                                                                                                                                                           |
|                                                                     | Finance Directors prepares and distributes Budget Memo to Department Heads, including departmental budget forms, personnel benefit estimates, capital outlay forms, and personnel addition forms. Finance Director works on Revenue and Debt budgets.                                            |
| 6/11                                                                | <b>DEADLINE-DEPARTMENT REQUEST</b>                                                                                                                                                                                                                                                               |
|                                                                     | City Manager reviews Budget Requests & sets up meetings with Department Heads to finalize Proposed Budget. Also reviews Revenue & Debt budgets. After Finance Director prepares Proposed Budget and List of Personnel and Capital Requests.                                                      |
| 7/1                                                                 | <b>REGULAR MEETING-BUDGET DISCUSSION</b>                                                                                                                                                                                                                                                         |
|                                                                     | City Manager prepares overview of Proposed Budget for council discussion.<br>This is the 1st draft of the budget that will be presented to council at the July budget workshop.                                                                                                                  |
| 7/15                                                                | <b>REGULAR MEETING-BUDGET WORKSHOP</b>                                                                                                                                                                                                                                                           |
|                                                                     | City Manager prepares Proposed Budget presentation for City Council. City Council makes changes, if any, in preparation for Record Vote on 7/29 Special Council Meeting.                                                                                                                         |
| 7/25                                                                | <b>DEADLINE-CERTIFIED TAX ROLL</b>                                                                                                                                                                                                                                                               |
|                                                                     | Receive Certified Tax Roll from Appraisal District and and prepare final estimate of property tax revenue and present the Effective, Rollback, I&S and M&O Rates.                                                                                                                                |
| 7/29                                                                | <b>SPECIAL MEETING- TAKE RECORD VOTE</b>                                                                                                                                                                                                                                                         |
|                                                                     | <ul style="list-style-type: none"> <li>* council determines any tax increase required and takes record vote.</li> <li>* mayor presents name date/place for public hearing on budget (Special Meeting 8/26)</li> <li>* pass notice of public hearing on tax increase (8/12 &amp; 8/19)</li> </ul> |
| <b>BUDGET CREATION ENDS/PUBLICATION &amp; PUBLIC MEETING BEGINS</b> |                                                                                                                                                                                                                                                                                                  |

| Calendar for July 2013   |     |     |     |     |     |     |
|--------------------------|-----|-----|-----|-----|-----|-----|
| Sun                      | Mon | Tue | Wed | Thu | Fri | Sat |
|                          | 1   | 2   | 3   | 4   | 5   | 6   |
| 7                        | 8   | 9   | 10  | 11  | 12  | 13  |
| 14                       | 15  | 16  | 17  | 18  | 19  | 20  |
| 21                       | 22  | 23  | 24  | 25  | 26  | 27  |
| 28                       | 29  | 30  | 31  |     |     |     |
| Calendar for August 2013 |     |     |     |     |     |     |
| Sun                      | Mon | Tue | Wed | Thu | Fri | Sat |
|                          |     |     |     | 1   | 2   | 3   |
| 4                        | 5   | 6   | 7   | 8   | 9   | 10  |
| 11                       | 12  | 13  | 14  | 15  | 16  | 17  |
| 18                       | 19  | 20  | 21  | 22  | 23  | 24  |
| 25                       | 26  | 27  | 28  | 29  | 30  |     |

- 1 Budget discussion-Regular Council
- 15 Budget Workshop-Regular Council
- 25 Receive CERTIFIED TAX ROLL
- 29 Council takes Record Vote setting upper limit to tax rate & approving proposed budget

19,26,16 Deadlines for publication

24,31,21 Published Notices

12,19,26 Required Council Meetings

| BUDGET CREATION ENDS/PUBLICATION & PUBLIC MEETING BEGINS |                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date                                                     | Required Activity                                                                                                                                                                                                                                                                                                                                                    |
| 7/24                                                     | <b>PUBLISH NOTICE OF PUBLIC HEARING</b>                                                                                                                                                                                                                                                                                                                              |
|                                                          | <ul style="list-style-type: none"> <li>* <i>"Notice of Public Hearing " in paper (budget notice)</i><br/>Per charter, 15 days prior to public hearing (8/12)</li> <li>* <i>"Notice of Public Hearing " on website (budget notice)</i></li> <li>* Preliminary Proposed Budget is available for public view in City Secretary's office and on website.</li> </ul>      |
| 7/31                                                     | <b>TAX ASSESSOR PUBLISHES NOTICES</b>                                                                                                                                                                                                                                                                                                                                |
|                                                          | Tax Assessor publishes <i>"Property Tax Rates in Hewitt"</i> and <i>"Statement of Increase/Decrease"</i> after receiving Certified Tax Roll from McCAD.                                                                                                                                                                                                              |
| 7/31                                                     | <b>PUBLISH 1st REQUIRED TAX NOTICE</b>                                                                                                                                                                                                                                                                                                                               |
|                                                          | <ul style="list-style-type: none"> <li>* <i>"Notice of Public Hearing on Tax Increase "</i><br/>(1st of 2 required <u>tax</u> notices)(7 days prior to 1st hearing) (8/12) (only required to be published one time)</li> <li>* website <i>"Notice of Public Hearing on Tax Increase "</i><br/>(until replaced by <i>"Notice of Tax Revenue Increase"</i>)</li> </ul> |
| 8/12                                                     | <b>SPECIAL MEETING ON BUDGET &amp; TAX RATE (1 of 2)</b>                                                                                                                                                                                                                                                                                                             |
|                                                          | <ul style="list-style-type: none"> <li>* 1st Public Hearing on tax rate</li> <li>* The Public Hearing on the Budget.</li> <li>* Announce date for Council to vote on tax rate (8/26)</li> </ul>                                                                                                                                                                      |
| 8/19                                                     | <b>REGULAR MEETING ON TAX RATE (2 of 2)</b>                                                                                                                                                                                                                                                                                                                          |
|                                                          | <ul style="list-style-type: none"> <li>* 2nd Public Hearing on the tax rate.</li> <li>* Announce date of vote (8/26).</li> </ul>                                                                                                                                                                                                                                     |
| 8/21                                                     | <b>PUBLISH NOTICE OF TAX REVENUE INCREASE</b>                                                                                                                                                                                                                                                                                                                        |
|                                                          | <ul style="list-style-type: none"> <li>* <i>"Notice of Tax Revenue Increase "</i>.<br/>(2nd of 2 required <u>tax</u> notices)(meeting 3-14 days days after 2nd public hearing)(no 7 day rule on this notice)</li> <li>* website Publish <i>"Notice of Tax Revenue Increase "</i><br/>(replaces <i>"Notice of Public Hearing on Tax Increase"</i>)</li> </ul>         |
| 8/26                                                     | <b>SPECIAL MEETING-ADOPT TAX RATE &amp; BUDGET</b>                                                                                                                                                                                                                                                                                                                   |
|                                                          | <ul style="list-style-type: none"> <li>* Ordinance accepting &amp; approving Tax Roll</li> <li>* Ordinance Levying a tax rate; special wording on increase in M&amp;O tax revenue and \$\$ on \$100k home</li> <li>* Ordinance adopting and appropriating budgets</li> </ul>                                                                                         |
| 8/26                                                     | <b>Council signs paperwork from Tax Assessor setting rates.</b>                                                                                                                                                                                                                                                                                                      |
| 8/27                                                     | <b>Web Publishing of Adopted Budget.</b>                                                                                                                                                                                                                                                                                                                             |
| 10/1                                                     | <b>Budget becomes effective.</b>                                                                                                                                                                                                                                                                                                                                     |
| <b>ADOPTED BUDGET IS COMPLETE.</b>                       |                                                                                                                                                                                                                                                                                                                                                                      |

| Calendar for July 2012   |     |     |     |     |     |     |
|--------------------------|-----|-----|-----|-----|-----|-----|
| Sun                      | Mon | Tue | Wed | Thu | Fri | Sat |
|                          | 1   | 2   | 3   | 4   | 5   | 6   |
| 7                        | 8   | 9   | 10  | 11  | 12  | 13  |
| 14                       | 15  | 16  | 17  | 18  | 19  | 20  |
| 21                       | 22  | 23  | 24  | 25  | 26  | 27  |
| 28                       | 29  | 30  | 31  |     |     |     |
| Calendar for August 2012 |     |     |     |     |     |     |
| Sun                      | Mon | Tue | Wed | Thu | Fri | Sat |
|                          |     |     |     | 1   | 2   | 3   |
| 4                        | 5   | 6   | 7   | 8   | 9   | 10  |
| 11                       | 12  | 13  | 14  | 15  | 16  | 17  |
| 18                       | 19  | 20  | 21  | 22  | 23  | 24  |
| 25                       | 26  | 27  | 28  | 29  | 30  |     |

19,26,16 Deadlines for publication

24,31,21 Published Notices

12,19,26 Required Council Meetings



## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 1

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Consider approval of minutes of the City Council Dinner Workshop/Regular Meeting of May 6, 2013.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Attached is a draft copy of the minutes of the meeting. Please review and advise if any corrections are needed.

**ATTACHMENTS:**

Draft minutes

# HEWITT TEXAS

## MINUTES OF A CITY COUNCIL DINNER WORKSHOP/REGULAR MEETING HEWITT CITY HALL – 105 TAMPICO DRIVE May 6, 2013 - 5:30/7:00 PM

**Members Present:** Mayor Wilbert “Walky” Wachtendorf (presiding); Mayor Pro Tem Ed Passalugo; Council Members Vincent R. “Pike” Anderson, Bill Fuller, James Vidrine, and Ronnie McNiel

**Member Absent:** Charles D. “Charlie” Turner

**Staff Present:** Assistant City Attorney Kathleen Dow (Ms. Dow arrived during the Regular Session at 7:06 pm), City Manager Adam Miles, Assistant City Manager James Barton, City Engineer Bill Aston, Engineer in Training Miles Whitney, Utilities Director James Black, Finance Director Lee Garcia, Library Director Waynette Ditto, Police Chief Jim Devlin, Deputy Police Chief Tuck Saunders, Fire Chief Lance Bracco, Planning & Community Development Director Bruce Braley, Community Development Coordinator Denise Rodriguez, and City Secretary Lydia Lopez

### Workshop – 5:30 PM

1. City Manager presented an update on municipal business:
  - a. Report from City Engineer including review and discussion of Capital Improvement Projects
  - b. Briefing and discussion was held concerning Fire and Police Facility (A proposed floor plan was presented by architect firm RBDR.)
  - c. Public Safety Fire & Police (Fire protection outside the city limits was discussed.)
2. An interview of prospective board member L. Bruce Dollens was held for service on the Board of Adjustment.
3. The regular meeting agenda items were reviewed.
4. Adjourn. *Motion was made by Bill Fuller, second by Ed Passalugo to adjourn the dinner workshop meeting at 6:49 pm.*
5. Mayor Wachtendorf convened the Executive Session at 6:51 pm pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:
  - Pursuant to §551.072 of the Open Meetings Act. *Tex. Gov’t Code*, Council will meet in Executive Session to discuss the purchase, exchange, lease, or value of real property.

5. Close Executive Session. *Motion was made by Ed Passalugo, second by Pike Anderson to close the Executive Session at 6:59 pm.*

### **REGULAR SESSION – 7:00 PM**

1. **CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL WORKSHOP/REGULAR MEETING OF APRIL 15, 2013.** *Motion was made by Ed Passalugo, second by Bill Fuller to approve the minutes as submitted but allow for additional corrections; all six in favor, motion passed.*
2. **HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.**  
Keith Helpert, 109 Hoffmeyer, appeared to express appreciation for consideration of selection of the Construction Manager at Risk for the proposed Police and Fire Facility Project. No one else appeared.
3. **CONSIDER APPOINTMENTS TO THE BOARD OF ADJUSTMENT.** *Motion by Bill Fuller, second by Pike Anderson to approve the appointment of L. Bruce Dollens; six in favor, motion passed.*
4. **ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED MEMBER OF THE BOARD OF ADJUSTMENT.** Mayor Wachtendorf administered the oath of office to Mr. L. Bruce Dollens.
5. **AUTHORIZE CONTRACT CHANGE ORDER NUMBER 1 WITH BARNETT CONTRACTING, INC. FOR WASTEWATER TO WMARSS SOUTH-PHASE 2B PROJECT IN THE TOTAL AMOUNT OF \$19,543.00.**  
*Motion was made by Ed Passalugo, second by Pike Anderson to approve; six in favor, motion passed.*
6. **AUTHORIZE CONTRACT CHANGE ORDER WITH JNB CONSTRUCTION FOR SUN VALLEY WATER LINE REPLACEMENT, PHASE 1 PROJECT IN THE TOTAL AMOUNT OF \$22,569.75.** *Motion was made by Ed Passalugo; second by Bill Fuller to approve; six in favor, motion passed.*
7. **CONSIDER AWARD OF BID FOR DEVONSHIRE ROAD - STREET AND DRAINAGE IMPROVEMENTS TO BARNETT CONTRACTING INC. IN THE TOTAL AMOUNT OF \$401,477.55.** *Motion was made by Bill Fuller, second by Pike Anderson to approve; six in favor, motion passed.*
8. **AUTHORIZE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH K4 CONSTRUCTION FOR CONSTRUCTION MANAGER AT RISK SERVICES RELATED TO THE POLICE AND FIRE FACILITY PROJECT.** *Motion was made by Ed Passalugo; second by Pike Anderson to approve; six in favor, motion passed.*

9. **CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING INTERLOCAL AGREEMENT WITH MCLENNAN COUNTY FOR USE OF INMATE LABOR FOR PARK MAINTENANCE DURING THE MONTH OF MAY 2013.** *Motion was made by Bill Fuller; second by Ed Passalugo to approve; six in favor, motion passed.*
10. **CONSIDER AN ORDINANCE APPROVING AND ADOPTING THE RATE SCHEDULE “RRM – RATE REVIEW MECHANISM” FOR ATMOS ENERGY CORPORATION, MID-TEX DIVISION TO BE IN FORCE IN THE CITY FOR A PERIOD OF TIME AS SPECIFIED IN THE RATE SCHEDULE.** *Motion was made by Ed Passalugo; second by Pike Anderson to approve the ordinance; six in favor, motion passed.*
11. **ADJOURN.** *Motion was made by Bill Fuller, second by Ed Passalugo to adjourn at 7:16 pm, all six in favor, motion passed.*

Approved: May 20, 2013

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Lydia Lopez, City Secretary

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Wilbert Wachtendorf, Mayor



## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 2

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Canvass election returns of the City General Election of May 11, 2013.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

Texas Election Code Section 67.003 – Time for Local Canvass – Each local canvassing authority shall convene to conduct the local canvass not earlier than the 3<sup>rd</sup> day or later than the 11<sup>th</sup> day after election day. Therefore the canvass must be conducted between May 14 and May 22, 2013.

The Mayor will appoint a Canvassing Committee of two council members and the City Attorney along with the City Secretary. They will review the election paperwork and report to Council.

**ATTACHMENTS:**

Official Election Reports provided by McLennan County Elections Administrator

# City of Hewitt Cumulative Report — Official McLennan County — General Election — May 11, 2013

Page 1 of 1

05/13/2013 02:48 PM

Number of District Voters: 559 of 8,490 = 6.58%

District Precincts Reporting 1 of 1 = 100.00%

| Party                                       | Candidate                   | Early      | Election   | Total      |
|---------------------------------------------|-----------------------------|------------|------------|------------|
| Council Member, WARD 1 Hewitt, Vote For 1   |                             |            |            |            |
|                                             | Travis Bailey               | 130 58.04% | 156 53.61% | 286 55.53% |
|                                             | Charles D. "Charlie" Turner | 94 41.96%  | 135 46.39% | 229 44.47% |
|                                             | Cast Votes:                 | 224 91.43% | 291 92.68% | 515 92.13% |
|                                             | Over Votes:                 | 0 0.00%    | 0 0.00%    | 0 0.00%    |
|                                             | Under Votes:                | 21 8.57%   | 23 7.32%   | 44 7.87%   |
| Council Member, WARD 3 Hewitt, Vote For 1   |                             |            |            |            |
|                                             | Ed Passalugo                | 119 50.64% | 147 50.69% | 266 50.67% |
|                                             | Shane Barron                | 116 49.36% | 143 49.31% | 259 49.33% |
|                                             | Cast Votes:                 | 235 95.92% | 290 92.36% | 525 93.92% |
|                                             | Over Votes:                 | 0 0.00%    | 0 0.00%    | 0 0.00%    |
|                                             | Under Votes:                | 10 4.08%   | 24 7.64%   | 34 6.08%   |
| Council Member, At-Large Hewitt, Vote For 1 |                             |            |            |            |
|                                             | Charles "Alex" Snider       | 126 55.02% | 151 51.89% | 277 53.27% |
|                                             | Pike Anderson               | 103 44.98% | 140 48.11% | 243 46.73% |
|                                             | Cast Votes:                 | 229 93.47% | 291 92.68% | 520 93.02% |
|                                             | Over Votes:                 | 0 0.00%    | 0 0.00%    | 0 0.00%    |
|                                             | Under Votes:                | 16 6.53%   | 23 7.32%   | 39 6.98%   |

Number of District Voters: 559 of 8,490 = 6.58%

District Precincts Reporting 1 of 1 = 100.00%

Council Member, WARD 1 Hewitt

| Precinct | Early<br>Ballots<br>Cast | Election<br>Ballots<br>Cast | Total<br>Ballots<br>Cast | Registered<br>Voters | Percent<br>Turnout | Travis Bailey | Charles D.<br>"Charlie" Turner | Totals |
|----------|--------------------------|-----------------------------|--------------------------|----------------------|--------------------|---------------|--------------------------------|--------|
| Hewitt   | 245                      | 314                         | 559                      | 8490                 | 6.58%              | 286           | 229                            | 515    |
| Totals   | 245                      | 314                         | 559                      | 8490                 |                    | 286           | 229                            | 515    |

Number of District Voters: 559 of 8,490 = 6.58%

District Precincts Reporting 1 of 1 = 100.00%

Council Member, WARD 3 Hewitt

| Precinct | Early<br>Ballots<br>Cast | Election<br>Ballots<br>Cast | Total<br>Ballots<br>Cast | Registered<br>Voters | Percent<br>Turnout | Ed Passalugo | Shane Barron | Totals |
|----------|--------------------------|-----------------------------|--------------------------|----------------------|--------------------|--------------|--------------|--------|
| Hewitt   | 245                      | 314                         | 559                      | 8490                 | 6.58%              | 266          | 259          | 525    |
| Totals   | 245                      | 314                         | 559                      | 8490                 |                    | 266          | 259          | 525    |

City of Hewitt Canvass Report — Total Voters — Official  
 McLennan County — General Election — May 11, 2013

Page 3 of 3

05/13/2013 02:55 PM

Number of District Voters: 559 of 8,490 = 6.58%

District Precincts Reporting 1 of 1 = 100.00%

Council Member, At-Large Hewitt

| Precinct | Early<br>Ballots<br>Cast | Election<br>Ballots<br>Cast | Total<br>Ballots<br>Cast | Registered<br>Voters | Percent<br>Turnout | Charles "Alex"<br>Snider | Pike Anderson | Totals |
|----------|--------------------------|-----------------------------|--------------------------|----------------------|--------------------|--------------------------|---------------|--------|
| Hewitt   | 245                      | 314                         | 559                      | 8490                 | 6.58%              | 277                      | 243           | 520    |
| Totals   | 245                      | 314                         | 559                      | 8490                 |                    | 277                      | 243           | 520    |



## **COUNCIL AGENDA ITEM FORM**

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**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 3

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Consider and take appropriate action on a resolution declaring the results of the City General Election of May 11, 2013.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

On May 11, 2013, the City of Hewitt conducted a General Election for four Council Members. State and local laws require the results be declared in an official form. Attached is a draft resolution declaring the results of the election.

**ATTACHMENTS:**

Draft Resolution

**RESOLUTION NO. 2013-05-11-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HEWITT CANVASSING RETURNS AND DECLARING THE  
RESULTS OF THE CITY GENERAL ELECTION HELD ON  
MAY 11, 2013.**

Whereas, the City Council of the City of Hewitt, Texas, resolved (through Resolution No. 2013-02-04-1) and ordered that a General Election be held on May 11, 2013, in the City of Hewitt for the purpose of electing four Council Members, those being:

**GENERAL ELECTION**

One Council Member, Ward 1  
One Council Member, Ward 2  
One Council Member, Ward 3  
One Council Member, At-Large

Whereas, said election was conducted in accordance with the Texas Election Code and there came on to be considered the returns of said election.

Whereas, the returns of said general and special election have been duly canvassed by the City Council, and such returns reflect that at said election a total of 559 votes were cast by the registered voters of the municipality; and each of the candidates in said election received the following votes:

**GENERAL ELECTION**

**COUNCIL MEMBER, WARD 1**

Travis Bailey - 286  
Charles D. "Charlie" Turner - 229

**COUNCIL MEMBER, WARD 2**

James Vidrine - Unopposed.(Declared Winner)

**COUNCIL MEMBER, WARD 3**

Ed Passalugo - 266  
Shane Barron - 259

**COUNCIL MEMBER, AT-LARGE**

Charles "Alex" Snider - 277  
Pike Anderson - 243

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS:**

That said election was duly called; that notice of said election was duly posted and published, and that said election was held in accordance with the requirements of the Texas Election Code.

That, at said election, Travis Bailey, James Vidrine, Ed Passalugo and Charles "Alex" Snider received the majority of votes to be duly elected as Councilmembers of the City of Hewitt.

That Travis Bailey, James Vidrine, Ed Passalugo and Charles "Alex" Snider are hereby declared elected to said office, subject to taking the oath as provided by the laws of the State of Texas.

That it is hereby officially found and determined that the meeting at which this resolution is adopted was noticed and has been open to the public as required by law.

**PASSED, ADOPTED AND APPROVED** this the 20th day of May 2013.

**CITY OF HEWITT**

\_\_\_\_\_  
Wilbert Wachtendorf, Mayor

**ATTEST:**

\_\_\_\_\_  
Lydia Lopez, City Secretary



## **COUNCIL AGENDA ITEM FORM**

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**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 4

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Administer Oath of Office and issue Certificates of Election to Council Members.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

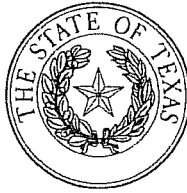
City Attorney Charlie Buenger will administer the Oath of Office and issue Certificates of Election to newly elected Council Members.

**ATTACHMENTS:**

None

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



**OATH OF OFFICE**

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Travis Bailey, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Council Member, Ward 1 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

.....

State of Texas )  
County of McLennan )

Sworn to and subscribed before me  
this

20th day of May, 20 13.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer

Administering Oath

O. Charlie Buenger

\_\_\_\_\_  
Printed or Typed Name

This space reserved for office  
use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, James E. Vidrine, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Council Member, Ward 2 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

.....  
State of Texas )  
County of McLennan )

Sworn to and subscribed before me  
this

20th day of May, 2013.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath  
O. Charlie Buenger  
\_\_\_\_\_  
Printed or Typed Name

This space reserved for office  
use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Ed Passalugo, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Council Member, Ward 3 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

.....  
State of Texas )  
County of McLennan )

Sworn to and subscribed before me  
this

20th day of May, 20 13.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath  
O. Charlie Buenger  
\_\_\_\_\_  
Printed or Typed Name

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



**OATH OF OFFICE**

**Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Charles "Alex" Snider, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Council Member, Ward At-Large of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

.....  
State of Texas )  
County of McLennan )

Sworn to and subscribed before me  
this

20th day of May, 2013.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath  
O. Charlie Buenger  
\_\_\_\_\_  
Printed or Typed Name

# HEWITT TEXAS

## CERTIFICATE OF ELECTION

In the name and by the authority of

**The City of Hewitt, Texas**

THIS IS TO CERTIFY, that at a general election held on

May 11, 2013

*Travis Bailey*

was duly elected

Council Member, Ward 1

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Hewitt, Texas to be affixed, this the 20th day of May A.D., 2013.

---

Signature of Presiding Officer of  
Canvassing Authority

# HEWITT TEXAS

## CERTIFICATE OF ELECTION

In the name and by the authority of

**The City of Hewitt, Texas**

THIS IS TO CERTIFY, that at a general election held on

May 11, 2013

*James E. Vidrine*

was duly elected

Council Member, Ward 2

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Hewitt, Texas to be affixed, this the 20st day of May A.D., 2013.

---

Signature of Presiding Officer of  
Canvassing Authority



## CERTIFICATE OF ELECTION

In the name and by the authority of

**The City of Hewitt, Texas**

THIS IS TO CERTIFY, that at a general election held on

May 11, 2013

*Ed Passalugo*

was duly elected

Council Member, Ward 3

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Hewitt, Texas to be affixed, this the 20th day of May A.D., 2013.

---

Signature of Presiding Officer of  
Canvassing Authority

# HEWITT TEXAS

## CERTIFICATE OF ELECTION

In the name and by the authority of

**The City of Hewitt, Texas**

THIS IS TO CERTIFY, that at a general election held on

May 11, 2013

*Charles "Alex" Snider*

was duly elected

Council Member, Ward At-Large

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Hewitt, Texas to be affixed, this the 20st day of May A.D., 2013.

---

Signature of Presiding Officer of  
Canvassing Authority

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 5

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Special presentation and recognition of Outgoing Council Members.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The Mayor will present plaques to outgoing Council Members Charlie Turner and Pike Anderson who served a total of 22 years and 16 years respectively.

**ATTACHMENTS:**

None

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 6

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Consider and take appropriate action on the designation of Mayor.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The Council can reappoint the current mayor or any other member as noted below in the Charter excerpt.

Sec. 2.7 - Mayor/mayor pro tem. At its first meeting following each regular election of councilmen, the council shall by election designate one of its numbers as mayor and another of its numbers as mayor pro tem., each of whom shall serve in such capacity for a term of one (1) year. The mayor shall preside at all meetings of the council and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process and for emergency purposes, and for military or police purposes, but shall have no administrative duties. The mayor, as a member of the council, shall be entitled to vote upon all affairs considered by the council, but shall have no veto power. The mayor pro tem shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present.

**ATTACHMENTS:**

None

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 7

**SUBMITTED BY:** Lydia Lopez, City Secretary

**ITEM DESCRIPTION:**

Consider and take appropriate action on the designation of Mayor Pro Tem.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The Council can reappoint the current mayor pro tem or any other member as noted below in the Charter excerpt.

Sec. 2.7 - Mayor/mayor pro tem. At its first meeting following each regular election of councilmen, the council shall by election designate one of its numbers as mayor and another of its numbers as mayor pro tem., each of whom shall serve in such capacity for a term of one (1) year. The mayor shall preside at all meetings of the council and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process and for emergency purposes, and for military or police purposes, but shall have no administrative duties. The mayor, as a member of the council, shall be entitled to vote upon all affairs considered by the council, but shall have no veto power. The mayor pro tem shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present.

**ATTACHMENTS:**

None

# HEWITT TEXAS

## ITEM #8 – HEARING OF VISITORS

---

### CITIZEN PARTICIPATION AT MEETINGS

1. All citizens are encouraged to discuss matters of concern with the staff and individual council members prior to placing items on the agenda. Many times this will expedite a resolution or allow proper investigation of the matter for presentation to the entire council.

**NO CITIZEN NOR STAFF MEMBER MAY SPEAK NOR OTHERWISE INTERRUPT ANY MEETING UNTIL RECOGNIZED BY THE PRESIDING OFFICER.**

2. To maintain decorum at public hearings, the mayor will ask the citizens present if they wish to speak for or against the item on the agenda. If so, they will be given an opportunity to do so at the proper time, when recognized by the chair. If more than five citizens wish to address the council on any single agenda item, those citizens are advised to select spokespersons to present their case.
3. Citizens who wish to bring up a matter that pertains to city business or address an item on the agenda may do so, but only under the agenda item "Hear Visitors." **The council is prohibited by law from discussing or acting on any item that has not been posted on the agenda.**
4. **Citizens addressing the city council on items not on the agenda shall be limited to five minutes each. Total time for presentations on any one item or topic shall be limited to twenty-five minutes. The city council members shall not enter into discussion on any subject not properly placed on the agenda; however, the council members may ask questions for clarification purposes.**
5. As a general rule, citizens may not participate in the discussion of the council workshop session.

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

---

**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 9

**SUBMITTED BY:** Adam Miles, City Manager

**ITEM DESCRIPTION:**

Consider approval of revised policies and procedures for use of the Hewitt Meeting and Event Center.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

On March 1 of this year, the Hewitt Public Library assumed the responsibility of renting space at the Hewitt Meeting and Event Center (formerly Community Center). Library staff members have worked to revise the existing policy manual to reflect current uses and practices. The policies are designed to ensure orderly use of the facility and provide guidelines for both employees as well as patrons of the facility. The policy has been amended several times since 1997. This update notes the change of the management of the facility to the Library, provides clearer instructions to users, states the policy of allowing a 25% discount to members in good standing with the Greater Hewitt Chamber of Commerce, and updates minimal charges for clean up of the facility after use. Included with the back-up material is a full copy of the proposed document.

**ATTACHMENTS:**

Proposed Hewitt Meeting and Event Center Policy



## HEWITT MEETING AND EVENT CENTER

### Policies and Procedures

|               |                  |
|---------------|------------------|
| Adopted:      | July 7, 1997     |
| Amended:      | August 18, 1997  |
| Amended:      | August 20, 2001  |
| Amended:      | July 1, 2002     |
| Fees amended: | November 7, 2005 |

# HEWITT MEETING AND EVENT CENTER

## TABLE OF CONTENTS

|                           | Page |
|---------------------------|------|
| Policies and Procedures   | 3    |
| Cleaning Guidelines       | 10   |
| Inspection Form           | 11   |
| Fees                      | 12   |
| Security Request/Approval | 13   |
| Map                       | 14   |

## **POLICIES AND PROCEDURES FOR THE USE OF MEETING AND EVENT CENTER**

### **A. POLICY**

The Policy of the City Council of the City of Hewitt, Texas, is to make the Meeting and Event Center available, on a nondiscriminatory basis, to all groups of citizens of the City and its visitors for such purposes and uses as are in keeping with the nature and stature of the facility. The requirements contained herein are intended to implement such policy while providing necessary safeguards to protect the facility and its furnishings.

The City Manager may impose additional conditions to insure compliance regarding the purposes of these policies.

### **B. DEFINITIONS**

"City Council" shall mean the governing body of the City of Hewitt, Texas.

"Center" shall mean the City of Hewitt Meeting and Event Center located in the Municipal Complex.

"Director" shall mean the City Manager or his designee, who shall be in charge of the Center.

"TABC" shall mean the Texas Alcoholic Beverage Commission.

"Caterer" shall mean any person, firm, or organization that sells or serves or intends to sell or serve food or beverages at the Center.

"Lessee" shall mean any person, firm, or organization who makes use of the Center.

"Lessor" shall mean the City of Hewitt, Texas.

"Police Chief" shall mean the Chief of Police of the Hewitt Police Department or designee.

## CLASSIFICATIONS

1. **COMMERCIAL** - applies to any person, group or organization in which goods or services are sold, or admission is charged.
2. **CONVENTION** - applies to all business meetings and associated business entertainment. (Examples: conventions, banquets, sales meetings, seminars, congregations)
3. **SOCIAL**- applies to general public use. (Examples: private parties, receptions, general public dances where no admission is charged).
4. **LOCAL CIVIC ORGANIZATION** - applies to "Hewitt Area" non-profit or public service clubs, organizations, or groups.
5. **OFFICIAL USE** - Applies to official State and federal Government entities related to city functions. Under no circumstances will the Center be used for partisan political functions. (Fees will be waived for City of Hewitt official use.)

## C. WRITTEN AGREEMENT

1. No person, firm, community or organization shall use any portion of the Center without executing a written agreement. Use of any room or equipment not reserved will be cause to terminate the event and the possible loss of future use of the center by the lessee.
2. Reservations are made on-line on a first served basis. A reservation for the Center will be considered confirmed only upon the receipt of a signed lease contract/rental agreement, accompanied by the prescribed fee as described herein, to include the rental fee, clean-up deposit and damage deposit.
3. Friday, Saturday, and/or Sunday bookings of the Center shall not be made longer than four (4) weeks in succession.
4. Use of the Center by private schools for conducting school is prohibited.
5. Rental for private party dances are allowed. Tickets may be pre-sold but, tickets sales are not allowed at the door for event dances.
6. The Center is made up of 5 multipurpose rooms where several events can be scheduled at the same time. Lessees should be aware and use their discretion in determining what portions of the facility to book. Sound levels at all events must be kept to reasonable level in the facility and the adjacent property.
7. Hours of operation are as follows: Sunday through Thursday 8 AM to 12:00 PM, and Friday through Saturday 8:00 AM to 1:00 AM. The Center is open on city holidays, however; table and/or chair set up may not be available.

#### D. TERMS AND CONDITIONS

This agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with City to keep and perform.

1. **EXTRA HELP:** In case it is necessary to employ outside assistance in the handling of the baggage, scenery, or other property of Lessee, such employment shall be at the expense of Lessee.
2. **FIRE:** In case the said building, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by City impossible, City shall not be liable or responsible to Lessee for any damages caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it. **Smoking is prohibited in the Center at all times.**
3. **CONTROL OF BUILDING:** In renting said building, City does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of the same; and the employees of the City may enter the same; and all the premises, at that time and on any occasion.
4. **EXHIBITORS:** All exhibits shall be removed from said building before the end of the contracted time. In the event that this is not done, time will be marked as if in rental until the building is released by turning the key over to the police department.
5. **LEFT ITEMS:** In the event that several portions of the Center are not vacated by Lessee on the above stated date at the end of the term for which said portions of said building are respectively leased, then City is hereby authorized to remove from said building and to store at the expense of Lessee, all goods, wares, merchandise, and property of any and all kinds, and description which may be then occupying the portion of said building on which the term of lease has expired; and City shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the City is hereby expressly released from any and all claims for damages of whatever kind or nature.
6. **REMOVAL OF INSTALLATIONS:** In the event platforms, staging or other structures are erected by Lessee or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid by Lessee; and all damage to said building or furnishings, caused by the erection or removal of such platform or staging shall be paid by Lessee.

7. **LAW OBSERVANCE:** The Lessee agrees that every employer or agent connected with the purpose for which said building is rented shall conform to, and comply with all of the laws of the United States and the State of Texas, and all the ordinances of the City together with all rules and requirements of the police and fire departments of the City; and will not do, nor suffer to be done, anything on the said premises, during the term of this lease, in violation of any such rules, laws or ordinances, and if the attention of said Lessee is called to such violation, Lessee will immediately desist from and correct such violations.
8. **SEATING CAPACITY:** In no event shall room occupancy exceed that of the posted seating capacity.
9. **NO DEFACEMENT OF BUILDING:** Lessee shall not injure, mark or in any manner deface said premises, and/or any city owned contents, and shall not cause nor permit anything to be done whereby the said premises, and/or any city owned contents, shall be in any manner injured, marred or defaced, nor shall he drive, or permit to be driven, any nails, hooks, tacks or screws, in any part of said building, nor shall he make, or allow to be made, any alternations of any kind therein. Also, Lessee shall be responsible to insure no objects should be placed in the drains, restroom facilities or any other part of the sewer system so that the plumbing needs maintenance or repair.
10. **OTHER:** The use of rice, confetti, birdseed or any flammable material is prohibited inside the Center. The throwing of birdseed is allowed, but must be restricted to the outside areas only.
11. **RESPONSIBILITY FOR INJURY:** If said premises, or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of Lessee, or of lessee's agent, employees, patrons, guests, or any person admitted to the said premises by Lessee, Lessee will pay to the City, upon demand, such sum as shall be necessary to restore said premises to their present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building with the consent of Lessee, or by or with the consent of Lessee's employees or any person acting for or on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property.
12. **AISLES CLEAR:** Lessee will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits or passageways, and will keep same clear at all times.
13. **NO OBSTRUCTIONS TO SIDEWALKS, ETC:** No portion of the sidewalks, entries, passages, vestibules, halls, or ways of access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress, to and from the premises. The doors, skylights, or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, shall not be obstructed by Lessee.

14. **TAXES:** Lessee shall pay all taxes, if any, on tickets or admissions to the premises during the term hereof, and any license fees and taxes lawfully levied against it during the term hereof.
15. **INDEMNITY:** Lessee will provide the defense for, indemnify and hold harmless from all cost, the City from any and all claims, suits, causes of action, and liability resulting from the presentation of any copyrighted work or materials or violation of any other proprietary rights, for damages or injuries to any person(s) or damage to property occasioned by or in connection with Lessee's use of the premises.
16. **LESSEE'S RESPONSIBILITY:** Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building under this contract for Lessee's use of the premises, City shall be entitled to collect reasonable attorney's fees.
17. **ATTORNEY'S FEES:** If City is required to file suit to collect any amount owed under this contract for Lessee's use of the premises, city shall be entitled to collect reasonable attorney's fee.
18. **ANTI-DISCRIMINATION:** It is understood that the premises are owned by the City of Hewitt, and that any discrimination by Lessee, its agents or employees, on account of race, sex, color, religion, or national origin, in the use of or admission to the premises is prohibited.
19. **ALCOHOLIC BEVERAGES.** Lessee shall not sell or serve any alcoholic beverages or permit them to be sold, served or consumed without prior written consent from the City. If beer or wine is sold, it is the responsibility of Lessee to obtain a Temporary Beer License, and comply with all applicable city and state laws and regulations of the Texas Alcoholic Beverage Commission. No other forms of alcoholic beverages may be sold.  
 LESSEE is required to pay a security fee when alcoholic beverages or beer is served or sold. Security is provided by off-duty, uniformed Hewitt police officers, or other law enforcement officers, if submitted, in advance and in writing, to the Hewitt Police Chief and subsequently approved. The charge for off-duty Hewitt officers is Thirty dollars (\$30) per hour, per officer, and is paid directly to the officer(s) by Lessee at the conclusion of their shift unless other arrangements are made in advance. The Hewitt Police officer(s), for the period specified, serve in an employer/employee relationship with Lessee.  
 Arrangements for off-duty Hewitt Police officers can be made by contacting the police department at 666-6272 or 666-1661. Security will be paid from the time the function begins until thirty (30) minutes after it ends. The minimum number of officers required is as follows:

| <u>Number of Guests</u> | <u>Officers Required</u> | <u>Officers Recommended:</u> |
|-------------------------|--------------------------|------------------------------|
| Under 100               | 1                        | 2                            |
| 100 or More             | 2                        | 3-4                          |

Alcohol will be permitted Monday through Saturday and between the hours of 7 PM and 12 AM. Alcohol is not permitted on Sunday. Lessee must rent the complete Center when alcohol is consumed. No alcohol shall be consumed outside the Center or on the parking lot.

20. **ADDITIONAL SECURITY:** The City recommends at least one (1) officer for parking lot security, crime prevention, and protection, and to aid to the safe atmosphere at all events. LESSEE agrees that the use of said leased premises shall be in such a manner as not to create any nuisance nor interfere with, annoy, or disturb any persons living nearby.
21. **ABANDONED ITEMS:** City shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the premises. The City shall consider the items abandoned if not claimed within thirty (30) days and shall have sole discretion of disposal of item.
22. **CANCELLATION BY CITY:** Violation by Lessee of any covenant, agreement or condition contained herein shall be cause for termination hereof by City, in which case Lessee shall not be entitled any refund of the unused portion of any payment made by it. In addition, the City may likewise cancel this agreement if the Lessee should, prior to the date of occupancy hereunder, violate any covenant agreement or condition in any other agreement which the Lessee might have for lease of Center facilities. City reserves the right to cancel this agreement at any time, e.g. before, during or after any emergency situation deemed by City. At such time, notification will be made by telephone or most expedient method available. City shall not be liable or responsible to Lessee for any damages or inconvenience caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it.
23. **CANCELLATION BY LESSEE:** If cancellation notice is not received within ten (10) business days of the function, a 20% rental fee penalty will be charged. Otherwise, the whole rental fee will be returned. If Lessee cancels after the scheduled start time of the rental period, there will be no refund of any portion of the rental fee.
24. **HEADING:** The paragraph headings contained herein are for convenience in reference and are not intended to define, extend, or limit any provision in the contract.
25. **ASSIGNMENTS:** Lessee shall not assign this lease, nor suffer any use of said premises other than herein specified, nor sublet the premises or any part thereof, without the prior written consent of the City Manager.
26. **NO RESPONSIBILITY FOR PROPERTY IN BUILDING:** The City assumes no responsibility whatever for any property placed in said building and City is hereby expressly released from responsibility for any loss of or damage to lessee's or guest's personal property that may be sustained by reason of the occupancy under this lease; and all watchmen, or other protective service desired by Lessee.

27. **CHAPERONS FOR YOUTH EVENTS:** Events planned for youth participation shall be accompanied by not less than one adult chaperon for every twenty-five (25) children. For the purposes of this section, children shall mean any person under the age of eighteen (18) years, and an adult chaperon shall mean any person over the age of twenty-five (25) years.
28. **DAMAGE/SECURITY DEPOSIT:** A damage/security deposit shall be required for all events other than governmental events. The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, in the event the proposed event is to include activities which, in the opinion of the Director, create risks to the facility or furnishings, or necessitate additional custodial services, the Director shall be authorized to require such additional amounts for the security deposit as the Director deems commensurate with such risk or anticipated additional services. The City reserves the right to require applicants, when it is deemed necessary, to provide public liability and/or property damage insurance policies and any other coverage to protect the property of the City. In the event the Center suffers major damage during the rental agreement period, as a result of Lessee negligence, the Lessee may be billed for the amount of damages in excess of the damage deposit.
29. **SALES PROHIBITED: AUCTIONS, RUMMAGE, FLEA MARKET OR GARAGE- TYPE SALES ARE NOT PERMITTED:** Only sales sponsored by a club or organization holding an IRS 501 (c) (3) or other United States IRS nonprofit or governmental designation and the majority of the proceed benefit the nonprofit club or government organization may be conducted, with approval of the Director.

**CITY OF HEWITT MEETING AND EVENT CENTER**  
**CLEANING GUIDELINES FOR SELF CLEAN-UP**

Lessee will be responsible for the following:

1. Litter                                      Litter including, all paper, cups, plates, foil & paper confetti, decorations etc. must be picked up and placed in a trash receptacle.
2. Tables and Chairs                      Must be wiped off and cleaned and stacked in the correct order. See diagram on the back of the table.
3. Restrooms                                All paper products must be picked up off the floor and counter tops and placed in a trash receptacle.
4. Kitchen                                    Sink, counter tops, stove top, oven, and refrigerator must be wiped off and left clean.
5. Floors                                        Must be swept and mopped. Litter must be picked up and placed in trash receptacle.
6. Trash Receptacles                      Must be placed in the outside dumpsters across the parking lot in front of the Police Station.

**Clean Up Fee:** A fee of \$35.00 for the first hour and \$30.00 per hour for each additional hour will be applied toward the security deposit if the Event and Meeting Center is not left completely clean.

Throwing rice, bird seed, grains, glitter, etc. inside of the center is strictly prohibited. The cleaning deposit will not be refunded if this clause is violated.

# **Meeting and Event CENTER INSPECTION FORM**

Name of Lessee: \_\_\_\_\_

Date Rented: \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_

Room Rented: \_\_\_\_\_

|                            | CLEAN | NOT<br>CLEAN | DAMAGED | TRASH<br>REMOVED | TABLES/CHAIRS<br>Stacked/Put Away | OTHER |
|----------------------------|-------|--------------|---------|------------------|-----------------------------------|-------|
| <b>Lights</b>              |       |              |         |                  |                                   |       |
| <b>Hallway</b>             |       |              |         |                  |                                   |       |
| <b>Restroom<br/>Ladies</b> |       |              |         |                  |                                   |       |
| <b>Restroom<br/>Men's</b>  |       |              |         |                  |                                   |       |
| <b>A</b>                   |       |              |         |                  |                                   |       |
| <b>B</b>                   |       |              |         |                  |                                   |       |
| <b>C</b>                   |       |              |         |                  |                                   |       |
| <b>D</b>                   |       |              |         |                  |                                   |       |
| <b>E</b>                   |       |              |         |                  |                                   |       |
| <b>Kitchen</b>             |       |              |         |                  |                                   |       |
| <b>Foyer</b>               |       |              |         |                  |                                   |       |

Not Clean (please explain in detail)

---



---

Damages (please explain in detail)

---



---

Inspector's Signature \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Time

(Revised 5/02)

# MEETING AND EVENT CENTER FEE SCHEDULE

| ROOM                             | Up to 4 Hours | 4-6 Hours             | 6 Hours + | Clean-up Deposit         | Damages                  |
|----------------------------------|---------------|-----------------------|-----------|--------------------------|--------------------------|
| Room A                           | \$ 60.00      | \$ 80.00 <sup>1</sup> | \$ 110.00 | \$ 100.00                | \$ 100.00                |
| Room B                           | \$ 60.00      | \$ 80.00              | \$ 110.00 | \$ 100.00                | \$ 100.00                |
| Room A/B                         | \$ 105.00     | \$120.00              | \$ 140.00 | \$ 100.00                | \$ 100.00                |
| Room C                           | \$ 60.00      | \$ 80.00              | \$ 110.00 | \$ 100.00                | \$ 100.00                |
| Room D                           | \$ 60.00      | \$ 80.00              | \$ 110.00 | \$ 100.00                | \$ 100.00                |
| Room C/D                         | \$105.00      | \$120.00              | \$ 140.00 | \$ 100.00                | \$ 100.00                |
| Room E                           | \$200.00      | \$260.00              | \$350.00  | \$150.00                 | \$ 175.00                |
| Kitchen added to Rooms A-D       | \$ 50.00      | \$ 50.00              | \$ 50.00  | Included in Room Deposit | Included in Room Deposit |
| Kitchen added to Complete Center | \$100.00      | \$100.00              | \$ 100.00 | Included in Room Deposit | Included in Room Deposit |

- Self-service tables and chairs are available for you to use at no extra charge.
- We can set up tables and chairs for you. The extra fee is \$ 2.00 per chair and \$5.00 per table
- The City of Hewitt is pleased to offer a 25% discount to the members in good standing of the Greater Hewitt Chamber of Commerce as well as current employees of the City of Hewitt for the rental of the Center. Membership and Employment will be verified at the time of the reservation. Deposits and rental fees will be collected at the time that the reservation is made. All reservations are requested on-line at the City of Hewitt's web page.
- The City of Hewitt will not charge individual city departments, boards or Friends Groups a fee to use the Center if they are conducting city business or benefiting the city. Fees and deposits will also be waived for the Greater Hewitt Chamber of Commerce meetings and events as per the agreement between the City of Hewitt and the Greater Hewitt Chamber of Commerce. All reservations are requested on-line at the City of Hewitt's web page.
- All other discounts or fee waivers must be approved by the Director and/or City manager.

# CITY OF HEWITT MEETING AND EVENT CENTER SECURITY FORM

Today's Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Type of Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Are you planning to sell beer? If yes, a temporary beer license will be REQUIRED by State Law. Beer will be the only alcoholic beverage permitted to be sold. State regulations must be observed. You must have the police form filled out prior to the reservation.

Will alcoholic beverages be consumed: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Time: From: \_\_\_\_\_ To: \_\_\_\_\_

Security required/requested: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Security to be provided by: City of Hewitt Police: \_\_\_\_\_ Other: \_\_\_\_\_

Approximate number of persons to attend: \_\_\_\_\_

Under 100 guests: One officer required, two recommended

Over 100 guests: Two officers required, three or four recommended

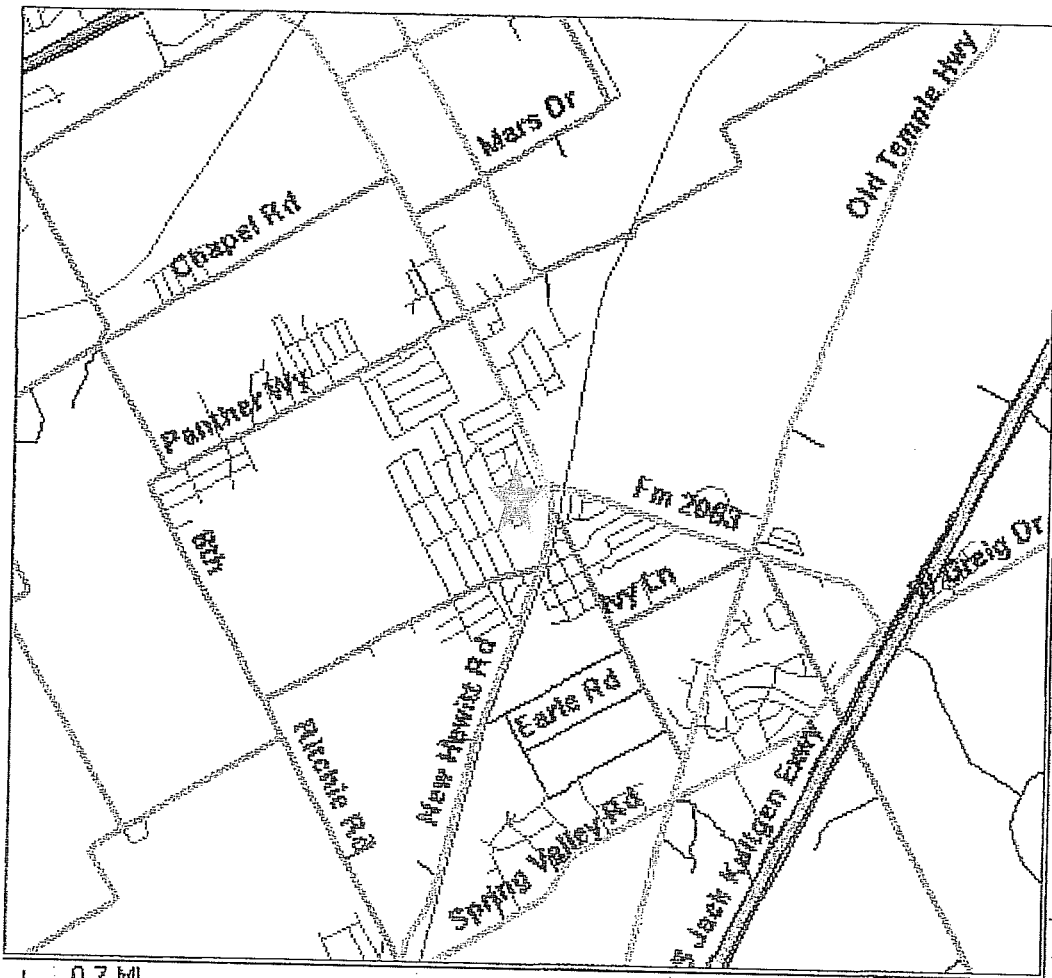
Security will be paid from the time the function begins until 30 minutes after it ends. The charge for off-duty Hewitt officers is \$30 per hour, per officer, and is paid directly to the officer(s) by Lessee at conclusion of their shift unless other arrangements are made in advance.

\_\_\_\_\_  
Signature of Applicant

I hereby confirm on this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_, that adequate security has been requested and scheduled for above mentions event.

\_\_\_\_\_  
Chief of Police, City of Hewitt

**Hewitt Meeting and Event  
Center  
208 Chama Drive**



208 CHAMA DRIVE, HEWITT, TX 76643

Map b-j Maps on Us (R)  
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**Hewitt, TX 76643**

**From 1-35, exit at Mile Marker 328;**

**Take FM 2063/Sun Valley Rd. for 1% miles;**

**Cross over RR tracks and FM 1695/Hewitt Drive;**

**You are now on Chama, 2 blocks to Center on the right.**

# HEWITT TEXAS

## COUNCIL AGENDA ITEM FORM

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**MEETING DATE:** May 20, 2013

**AGENDA ITEM #:** 10

**SUBMITTED BY:** Adam Miles, City Manager

**ITEM DESCRIPTION:**

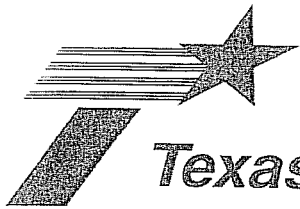
Consider a resolution approving the agreement between the State of Texas and the city of Hewitt, for the maintenance, control, supervision and regulation of certain state highways and/or portions of state highways in the city of Hewitt.

**STAFF RECOMMENDATION/ITEM SUMMARY:**

The Texas Department of Transportation has updated a proposed municipal maintenance agreement with all of the cities within McLennan County. The last revision was adopted in 2008. At this time TxDOT has requested consideration by the Hewitt City Council to approve the updated document. After review of the document provided by TxDOT there does not appear to be any substantive change to the agreement in already in place. Approval of this item would authorize the City Manager to execute the proposed updated agreement.

**ATTACHMENTS:**

TxDOT Letter  
Proposed Agreement/Resolution



# *Texas Department of Transportation*

7479 Bagby Ave. Waco Texas 76712 (254) 772-1200 (254) 772-1235fax

April 30, 2013

City of Hewitt  
Attention: Honorable Mayor Wilbert Watchendorf  
P.O. Box 610  
Hewitt, Texas 76643

Mayor Watchendorf,

We are in the process of updating the Municipal Maintenance Agreements with all of the cities within McLennan County. The last time this was done was during the 2008 calendar year. This Agreement is needed so that the Texas Department of Transportation can continue maintaining state roadways that run through your city. This document sets and clarifies the responsibilities of the State of Texas and the City of Hewitt.

I have included with this letter: two partially completed agreements without signatures, and the current agreement that we have with the City of Hewitt. On the partially completed Agreements there are several ways the city could choose to validate this agreement. They are: by City Ordinance, or by Resolution. City of Hewitt will need to choose the correct version of Form 1037 to use to validate and approve the agreement.

Once the agreement is validated and approved by the City of Hewitt, please return both copies. Please mail the still partially completed documents to the address above in care of me. The old agreement is for your records and use.

I will handle getting both documents signed and approved, by TxDOT's Waco District Engineer, Bobby Littlefield, Jr. Once the Agreement is approved by Mr. Littlefield, you will be sent a fully validated copy of the Agreement for the City's records. Please return the documents to me no later than June 30, 2013. Should you have any questions or assistance, please feel free to contact me.

Sincerely,



David "Rick" Swinson, III  
Maintenance Section Supervisor  
Waco Maintenance Office

Attachments:

- 2 new Municipal Maintenance Agreements (Forms 1038, 1037, 1037-1, 1037-2)
- 1 current Municipal Maintenance Agreement with the City of Hewitt



# MUNICIPAL MAINTENANCE AGREEMENT

Form 1038  
(Rev. 03/12)  
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of \_\_\_\_\_ Hewitt (population 13,549, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

## WITNESSETH

**WHEREAS**, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

**WHEREAS**, the City has requested the State to assist in the maintenance and operation of State highways within such City:

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

## COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
  - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

## GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

#### **NON-CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

#### **State's Responsibilities (Non-Controlled Access)**

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

#### **City's Responsibilities (Non-Controlled Access)**

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

#### **CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

### State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

### City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

## TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Hewitt

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
CITY OF \_\_\_\_\_ Hewitt

BY \_\_\_\_\_  
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY \_\_\_\_\_  
(District Engineer)

Waco District - WAC - 9 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

**NOTE:** To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

# ATTACHMENT 1

## EXHIBIT "A"

### NON-CONTROLLED ACCESS HIGHWAYS

- I. State Maintained: (See State's Responsibilities Page 5, Items 1 – 9)
  - A. LP-484 - From the North City Limits to the South City Limits
  - B. US-84 - From IH-35 to the East City Limits
  - C. Spur-299 – From the West City Limits to the connection with US-84
  - D. LP-340 – From the Northwest City Limits to the Southeast City Limits
  - E. FM-2418 – From the North City Limits to the connection with US-84/LP-340
  - F. BU-77L – From the North City Limits to the South City Limits
- II. City Maintained: (See City's Responsibilities Page 5, Items 1-9)
  - A. None

## EXHIBIT "B"

### CONTROLLED ACCESS HIGHWAYS

- I. State Maintained: (See State's Responsibilities Page 6, Items 1 – 7)
  - A. US-84 – From the West City Limits to the connection with Spur 299
  - B. IH-35 – From the North City Limits to the South City Limits
- II. City Maintained: (See City's Responsibilities Page 6 & 7, Item's 1 – 5)
  - A. None



**RESOLUTION NO. 2013-05-20-2**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF HEWITT, FOR MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF HEWITT AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEWITT:**

**Section 1.** That the certain agreement dated May 20, 2013, between the State of Texas and the City of Hewitt for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Hewitt be and the same is, hereby approved; and that City Manager is hereby authorized to execute said agreement on behalf of the city of Hewitt and to transmit the same to the State of Texas for appropriate action.

**PASSED, ADOPTED AND APPROVED** this the 20th day of May 2013.

**CITY OF HEWITT**

\_\_\_\_\_  
Wilbert Wachtendorf, Mayor

**ATTEST:**

\_\_\_\_\_  
Lydia Lopez, City Secretary